

COLLECTIVE AGREEMENT

**Dated
October 16, 2010
between**

the UNIVERSITY OF WINDSOR



and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL
WORKERS UNION OF CANADA
(C.A.W. – CANADA) AND ITS LOCAL 2458**



www.caw.ca

FULL-TIME OFFICE & CLERICAL UNIT

05285 (11)

THIS AGREEMENT made this 16th day of October, 2010

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

OF THE FIRST PART

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION & GENERAL
WORKERS UNION OF CANADA (C.A.W. - CANADA LOCAL 2458 -
FULL TIME OFFICE & CLERICAL UNIT) hereinafter call the "Union"

OF THE SECOND PART

Department of Human Resources

University of Windsor

Windsor, Ontario

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ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1. To establish and maintain progressive relations between the Employer, its employees within the Bargaining Unit and the Union.
2. To secure prompt and equitable resolution of grievances arising out of the administration of the within Agreement or other problems.
3. To establish and maintain conditions mutually agreeable to both parties.
4. To encourage efficiency in operation.
5. To promote the morale, well being and security of all employees within the Bargaining Unit.
6. The parties also acknowledge the right of each other and their representatives and members to be treated with dignity and respect in the performance of their duties and to work in an environment free of harassment.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

- 2:01 The Union acknowledges that all managerial rights of the Employer hitherto exercised by the Employer shall be reserved to it, except to the extent herein limited; and without limiting the generality of the foregoing, the Union acknowledges that it is the right of the Employer to:
- (a) Manage, conduct and operate the University of Windsor;
 - (b) Maintain order, discipline and efficiency;
 - (c) Establish and enforce rules and regulations consistent with the provisions of this Agreement, governing the conduct of the employees;
 - (d) Hire, classify, direct, transfer, lay off, promote, demote, suspend, discipline or discharge employees for just cause provided that a claim of direction, transfer, promotion, demotion, lay off, suspension, discipline or discharge without just cause may be the subject of a grievance under the orderly procedure as outlined in this Agreement.
- 2:02 The Employer agrees that such rights shall be exercised in a fair manner consistent with the terms and provisions of this Agreement.
- 2:03 The Employer will inform the Union and the Chairperson, in writing, with at least one (1) month notice, prior to any changes concerning rules and regulations as referred to in 2:01 (c) above.

ARTICLE 3 - RECOGNITION

3:01 The Employer hereby agrees to recognize the Union as the sole and exclusive Bargaining Agent of all clerical, secretarial and office employees employed by the University of Windsor at Windsor, Ontario save and except: supervisors and persons above the rank of supervisor; persons employed to undertake specific sponsored research projects; part-time officers of instruction together with instructors, and postdoctoral fellows engaged in teaching and/or research; medical doctors; persons employed in the University Libraries holding the rank of department head or above; administrative assistants and research assistants and persons above such ranks in the University Libraries; persons regularly employed for not more than twenty-four (24) hours per week; students; and persons engaged in the following positions: Secretary to the President; one (1) Secretary to each Vice President; one (1) Secretary to each Assistant Vice President; Secretary to the Associate Vice President - Academic; Secretary to the Secretary and General Counsel of the University; Secretary to the Human Rights Commissioner; Secretary to the Clerk of the Senate; all staff Department of Human Resources; Secretary to the Assistant Director of Finance - Controller; Secretary to the Assistant Director of Finance - Planning and Budgets; Programmers and Systems Analysts; Secretary to the Manager of Information Technology Services; Secretary to the Secretary of the Board of Governors; Secretary to the Registrar; one (1) Secretary to each Administrative Director; and persons above the rank of Administrative Director; Special Assistants to Deans; Secretaries to the University Librarian; and Secretary to the Law Librarian; Assistant Registrars; Chauffeur; one (1) Operator, Word Processing; Institutional Analyst; and save and except persons covered by subsisting Collective Agreements with the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 195; National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 2458 - Engineers; National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), C.A.W. Local 2458 - Part Time Unit; Canadian Union of Public Employees, Local 1393; Canadian Union of Public Employees, Local 4580(GA/TA's); Canadian Union of Public Employees, Local 1001, and the Windsor University Faculty Association.

3:02(a) The Employer may replace an employee for the lesser of the duration of the leave or **sixty (60) working days**, with a temporary employee who shall not acquire seniority status, except as provided in clause 3:02 (b) below. If the Employer fails to notify the Union within fourteen (14) calendar days from the date of hire of such a temporary employee the temporary employee shall be considered a probationary employee from the date they started the temporary full-time position. If the leave extends beyond **sixty (60) working days**, the Employer may, with the written consent of the Union, retain the temporary employee for a further **sixty (60) working days** or until the end of the leave of absence whichever first occurs.

(b) It is further agreed that if a temporary employee is, with the consent of the Union, continued in the employ of the Employer beyond **three hundred and sixty five (365)** calendar days, the temporary employee shall acquire seniority status back to the date they started in the temporary full-time position. The provisions of the Collective Agreement shall not apply to such a temporary employee until the temporary employee has acquired such seniority status.

- (c) In the event of a Pregnancy/Parental Leave/Adoption Leave; Educational Leave; and Pre-Paid Leave; the Employer may replace with a temporary employee **as per Article 10:12**, who shall not acquire seniority status, for the duration of the leave. If the Employer fails to notify the Union within fourteen (14) days from the date of hire of such a temporary employee, the temporary employee shall be considered a probationary employee from the date they started the temporary full-time position.
 - (d) The Union will provide written consent, or denial thereof as the case may be, within seven (7) days of notification to the Union that the University proposes to retain the temporary employee for either a period beyond the initial **sixty (60) working days** under clause 3:02(a) or a period beyond three hundred and sixty **five (365)** calendar days under clause 3:02 (b).
 - (e) The parties agree that the time reference of **sixty (60) working days** is all inclusive regardless of the number of employees who may fill the said temporary positions.
 - (f) The parties agree, when a temporary replacement is required to fill a vacant position, the external replacement will not be employed beyond **sixty (60)** working days, unless otherwise agreed by the parties.
 - (g) The parties agree temporary replacement employees are excluded from the terms and conditions of this collective agreement. Temporary employees are not covered by the terms of the within collective agreement except to the extent provided for in this Article.
- 3:03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Contract except by mutual written agreement between the President of CAW Local 2458, CAW – Canada and the Executive Director of Human Resources, or their delegate or their designate of the Employer.
- 3:04 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other Bargaining Agent in respect of any matters herein dealt with.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE

4:01 Whereas the parties agree that there will be no discrimination consistent with the provisions of the Ontario Human Rights Code and **all other applicable legislation**;

Whereas the parties agree that all employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated;

Whereas the parties reaffirm faith in fundamental human rights and in the dignity and worth of the human person:

The parties are committed to providing a discrimination and harassment-free workplace.

(a) Discrimination

Discrimination is defined as a distinction, whether intentional or not, based on grounds relating to personal characteristics of an individual or group, which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed upon others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in any matter on the basis of race, creed, colour, age, sex, marital status, family status, ancestry, place of origin, citizenship, place of residence, political or religious affiliation or beliefs, sexual orientation, same sex partnership status, receipt of public assistance, record of offences, disability, nor by reason of Union membership or activity.

(b) Harassment

Harassment is defined as:

- (i) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working or educational environment when such treatment has the effect or purpose of threatening or intimidating a person;
- (ii) treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of creed, age, sex, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, place of residence, ancestry, place of origin, family status, same sex partnership status, receipt of public assistance, record of offences, political or religious affiliations or beliefs or by reason of Union membership or activity.

Harassment may occur during one incident, or over a series of incidents including those which, in isolation, would not necessarily constitute harassment. Harassment prevents or impairs the full and equal enjoyment of employment and education services, benefits and/or opportunities and may occur between people of the same or different status within the University community, regardless of age or sex. Harassment may also be directed at a group as well as at an individual. Harassment may be psychological, verbal, physical, and visual or may be all of these.

Harassment does not include appropriate direction, delegation, or discipline, administered by a member of Management or designate.

(c) Sexual Harassment

The parties are committed to a campus free of sexual harassment. The parties recognize that sexual harassment often occurs in situations of power differential and that sexual harassment attacks the dignity and self-respect of the victim;

Sexual Harassment includes, but is not limited to:

- (i) any unwanted sexual attention or behaviour by a person who knows or

ought reasonably to know that such attention is unwanted; or

- (ii) any implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) any implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- (iv) any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
- (v) the communication or display of material with a focus on sexuality or sexual identity which has the effect or purpose of creating a hostile, intimidating working or educational environment.

(d) Investigative Training

The Union shall appoint **three (3)** members who will conduct investigations on behalf of the Union. The Union and Employer representatives will participate in harassment training offered by the CAW-Canada Human Rights Department **within ninety (90) days of ratification**. All costs of such training shall be incurred by the Employer.

(e) Filing a Complaint

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground they may request a stop of the behaviour, inform the individual that the behaviour is unwanted and unwelcome, document the events and/or report the incident to the Supervisor or Union Committee Representative.

However, it is also understood that some persons who allege discrimination or harassment may be uncomfortable or reluctant to confront their harasser. In this event, the complainant may seek assistance by reporting the incident directly to any Union Committee Representative or Representative of Management.

(f) Investigation - Informal

Upon receipt of the complaint the Supervisor/Union Committee Representative will immediately inform the Employee Relations Manager. The Employee Relations Manager or designate and the Union Committee Representative will interview the employee jointly and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. If the parties disagree it will move forward to a formal investigation.

(g) Investigation - Formal

Should a formal complaint investigation be required by both parties an interview of the respondent, witnesses, and other persons named in the complaint will be conducted. Should the complaint involve sexual harassment or gender discrimination, the process may include an appropriate internal advocate as named by the complainant and agreed to by the parties. The investigation process will not exceed fifteen (15) days unless by mutual consent of both parties. It is understood that the Union Committee Representative will not be the Union Chairperson.

(h) Resolution

If a joint investigation confirms that discrimination or harassment has occurred, immediate action will be taken to put an end to the discrimination or harassment.

The Employee Relations Manager or designate and the Union Committee Representative will provide their findings to the Executive Director of Human Resources or designate and the Chairperson of the Union. The Executive Director of Human Resources or designate will make a determination of appropriate resolution within twenty (20) days of receiving the findings and will meet with the Union Chairperson to inform him/her of the resolution. It is agreed that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code **and all other applicable legislation.**

Such resolutions will be enforced within sixty (60) working days.

The complaint, if unresolved, may be submitted by the Union to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that complaints should not be pursued through both the grievance and Harassment complaint procedure.

(i) A complaint of this nature shall be promptly investigated and appropriate action taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

Where the alleged harasser is the person who would normally deal with any of the steps of the complaint or grievance procedure, the complaint or grievance shall automatically be sent forward to the next step.

At no time during or after a discrimination, harassment or sexual harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

ARTICLE 5 - UNION SECURITY

5:01 The Employer shall deduct from each employee within the Bargaining Unit, from the first pay of each calendar month, the monthly dues that are levied by the Union in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to make such deductions in the following form:

C.A.W. CANADA, LOCAL 2458
CHECK OFF CARD

I, _____, _____
Last Name First Name

hereby authorize the University of Windsor to deduct from my first pay, the Union Initiation Fee and from the pay due me each calendar month for the duration of my employment and as a condition of my employment, the sum of the monthly dues as certified by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 2458 and to pay the sum deducted to a designated official of the said Union.

- CAW Local 2458 Part Time Office
- CAW Local 2458 Full Time Office
- CAW Local 2458 Engineers

Employee # _____ Employment Commencement Date: _____

Signature: _____

Witness: _____

Date: _____

5:02 The amount of such dues shall be certified to the Employer by an authorized officer of the Union. In the event of a change of such amounts, not less than thirty (30) days notice shall be given to the Employer.

5:03 Present employees who are members of the Union and new employees who may subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.

5:04 The dues deducted from the pay of the employee, together with a record of those from whom pay deductions have been made shall be remitted by the Employer to the Union not later than the twentieth (20th) day of each month for the month in which they are deducted. Such records shall also include a monthly brief explanation (e.g. employment terminated leave of absence, etc.) regarding each employee from whom dues have not been deducted.

5:05 On hiring new employees the Employer will secure execution of the Authorization Card hereinbefore described by such new employees. A copy of such card shall be mailed to the Union.

5:06 Within thirty (30) days following ratification, the Employer will furnish the Union with a listing containing the names of all employees in the Bargaining Unit, their job title and classification, job evaluation score, employee identification number, department, campus address, salutations, gender, employment start date, home address, home telephone number, workplace email address and hourly rate.

5:07 The Employer will furnish the Union every month with the following:

- (a) Any changes in the information that was provided in 5:06;
- (b) Names of new employees, their job title, classification, job evaluation score, employee identification number, department, campus address, salutation, gender, employee start date, home address, home telephone

- number, workplace email address and hourly rate;
- (c) Names of employees whose employment was terminated;
- (d) Names of employees who have resigned or retired;
- (e) Names of employees who have attained seniority;
- (f) Names of employees receiving long term disability payments;
- (g) Names of employees laid off or on recall;
- (h) Names of employees and their appointments made under the Job Posting procedure;
- (i) Notification of death of current employees; and
- (j) Bargaining Unit employees hired outside of the Bargaining Unit.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work. The Employer agrees that there shall be no lockout of the employees during the currency of this Agreement.
- 6:02 In the event that any employees of the Employer, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 7 - NOTICES

- 7:01 Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently if mailed or delivered to the President of the Union and the Executive Director of Human Resources, or their delegates respectively. A copy of any such notices shall be forwarded to the Union Chairperson.

ARTICLE 8 - REPRESENTATION

- 8:01(a) The Employer acknowledges and recognizes the right of the Union to appoint, elect or otherwise select a Committee of not more than nine (9) persons (in addition to the President and/or Vice-President of the Union), which shall be called the Union Administrative Committee, one of whose members shall be the Chairperson, who are authorized to represent the employees from time to time in discussions and dealings with the Employer in connection with any matters which may properly arise out of the administration of this Agreement.
- (b) The Chairperson and five (5) Union Administrative Committee Members shall serve on the Negotiating Committee of the Union and the Grievance Committee. The Union agrees to notify the Employer in writing of the names of the members

of the Committee and of any changes therein. Persons serving on aforesaid Committees must have a minimum of six (6) months seniority. In the period of six (6) months prior to the termination of this Collective Agreement, each member of the Union Negotiating Committee shall be entitled to two (2) full days with pay to prepare and finalize bargaining proposals.

- 8:02 The Employer acknowledges and recognizes the right of the Union to enlarge such Committee or Committees at any time by the addition of representatives of the National Automobile, Aerospace, Transportation & General Workers Union of Canada (C.A.W.-Canada) Local 2458 who are not members of the Bargaining Unit and representatives of the National Automobile, Aerospace, Transportation & General Workers Union of Canada (C.A.W.-Canada) who are not members of the Bargaining Unit when dealing with the Employer.
- 8:03 It is agreed that meetings between the Employer and the Union Administrative Committee or the Negotiation Committee of the Union called at the request of either party will normally be held during regular working hours, unless otherwise mutually agreed. Employees attending any meeting within working hours, including ones dealing with grievances, shall suffer no loss of pay.
- 8:04 In the event of either party wishing to call a meeting for the purpose of discussing employee/management Union relations or matters arising out of the administration of the within Agreement, the Executive Director of Human Resources, or their delegate of the Employer and/or the Union's President shall be notified in writing. The said meeting shall be held at a time and place that shall be fixed by mutual agreement. The said meeting shall be held within seven (7) calendar days following delivery of said notice in writing, except when such period of time is shortened or enlarged by agreement between the parties. The party calling the meeting shall submit an agenda at the same time as the notice of the meeting.
- 8:05 The Union, its agents and its members within the Bargaining Unit agree that there shall be no Union activities during working hours on the premises of the Employer except as referred to in this Agreement or approved in writing by the Employee Relations Manager or their delegate.
- 8:06 The University will provide suitable office space at a rental rate comparable to the space provided.
- 8:07(a) It is agreed between the parties that the Chairperson of the Local or their designate will suffer no loss of salary whenever he/she is requested by a proper University official to attend upon that official for discussion purposes. It is further agreed that the Chairperson of C.A.W. Local 2458 shall be allowed three (3) days per week with pay for the purpose of conducting Union business.
- (b) It is further agreed that the Vice-Chairperson shall be allowed **three (3)** hours per week with pay for the purpose of conducting Union business.
- (c) It is further agreed that Union Administrative Committee Members shall be allowed **two (2)** hours per month with pay for the purpose of conducting Union business.

ARTICLE 9 - SENIORITY

PREAMBLE

For the purposes of the administration of this Article, the following definitions will apply:

Elimination/Eliminated: The termination of an employee's position on a permanent basis.

Temporary Lay Off: The temporary layoff of an employee's position for a fixed term, not to exceed four (4) months in respect to eight (8) or nine (9) month positions.

Laid Off Employee: A laid off employee shall mean an employee who as a result of the displacement procedure cannot assume another job or elects to waive the displacement procedure.

9:01(a) University-wide seniority shall be defined as length of continuous service with the Employer from the date of hiring and seniority rights shall be established after completion of the probationary period as defined in Article 21.

(b) The term "University-wide seniority" herein referred to shall refer to employment with Assumption College, Assumption University of Windsor, Essex College and Windsor Teachers' College prior to May, 1976. For the University of Windsor, "University-wide" seniority shall refer to the date of employment within the Bargaining Unit by the employee.

9:02 Copies of the University wide and departmental seniority lists shall be provided to the Union Chairperson and the President of the Union on the first day of April and October of each year for posting on the Union bulletin boards. These lists shall include the seniority standing and job classification. Upon request of the Chairperson, the Employer will provide current seniority lists at times other than those outlined herein.

9:03 Prior to the implementation of the provisions of this Article, the Employer will meet with the Union and will inform the Union of the Employer's intentions including identification of the affected employee(s) and the reasons for the temporary layoff or elimination of the position(s). At this meeting without prejudice the parties will discuss possible alternative arrangements that may lessen the impact of layoffs.

9:04(a) Prior to a temporary lay off or the elimination of a position within a department **there shall be none of the following employed at the time of implementation:**

- (i) **students within that department performing work of the bargaining unit, then**
- (ii) **probationary employees within that job; then**
- (iii) **probationary employee within a lower classification in the department**

(b) If the work force is to be further reduced **beyond the employees affected in 9:04 (a)** then the employee in the job and/or classification that is affected who has the least University-wide seniority shall be laid off.

- (c) (i) Any employee so laid off (as per 9:04(b) above) shall then be afforded the opportunity to displace an employee with lesser University-wide seniority in the same or a lower classification that the laid off employee is **able to perform**, or accept the lay off. In the event there are several employees working in the same position within the same department, the employee with the lowest seniority shall be bumped.
- (ii) The employee must exercise their displacement rights or accept the layoff within three (3) scheduled working days following the date of notification of the temporary lay off or elimination of their job. If the employee is on vacation or a leave of absence on the said date, the employee shall exercise the said displacement rights within three (3) working days following the date of receipt of such notification by registered mail, or any other means of delivery requiring the employee's signature for evidence of receipt.
- (iii) When the employee has made their choice in (ii) above, the employee who has been displaced will be given three (3) scheduled working days following the date of notification that they have been displaced, to exercise their displacement rights, or to accept the layoff. If the employee is on vacation or a leave of absence on the said date, the employee shall exercise the said displacement rights or accept the lay off within three (3) working days following the date of receipt of such notification by registered mail, or any other means of delivery requiring the employee's signature for evidence of receipt.
- (iv) The procedure set out in (i), (ii), and (iii) above will continue until there are no further possible displacements, or until enough employees have opted to take the layoff. It is understood some employees may have to exercise their displacement rights more than once.
- (v) It is understood that displacement chains may occur simultaneously.
- (vi) **The laid off employee will** have recall rights or the employee may choose to accept severance and terminate their employment in accordance with the severance schedule in Appendix (A), and the Employer shall have no further obligation to the employee.
- (vii) Failure to exercise displacement rights as herein before set out shall result in the employee being laid off and placed on the recall list. Such employee is therefore deemed to have waived their displacement rights.
- (d) (i) The above procedure shall be repeated until an employee whose job is assumed cannot assume another job and is laid off. Such employee shall receive thirty (30) calendar days notice or pay in lieu of notice.
- (ii) All employees affected by the above procedure, in going to a new position will be put into their new position on approximately the same date. The date for any one individual may be delayed to accommodate unforeseen circumstances beyond the control of either party; for example, illness or leave to serve as a juror.

- (iii) In the event a vacation request was approved prior to the employee being displaced into the new position, the vacation request shall be honoured by the new department.
- (e)
 - (i) If a posted position has not been filled by a member of this Bargaining Unit, then all employees who have been laid off shall have the opportunity to be recalled in order of University-wide seniority provided such employee is at the same or higher classification than that carried by the vacant position. The University shall not fill any vacancy until all employees have had the opportunity of recall. If in the opinion of the Employer the recalled employee is deemed not to be **able to perform** the work they were recalled to within the twenty working (20) day familiarization period, the employee will be returned to layoff for the remainder of their twenty four (24) month lay off period.
 - (ii) Employees retain the right to recall for twenty-four (24) months and maintain full benefit coverage for a period of eighteen (18) months as provided in this Agreement and in accordance to the group plan from their most recent laid off date.
 - (f) An employee who has accepted a recall into another position shall have the first right of recall to the position and/or classification they were originally laid off from should it become available within one (1) year from the effective laid off date.
 - (g) In the case of temporary layoffs wherein the layoff periods have aggregated to four (4) weeks or more during a twelve month period, a person so laid off may displace that person having the lowest University-wide seniority on the seniority list whose pay classification is equal to or lower than that of the person laid off. The person so laid off **shall have the ability to perform** the work of the employee he/she seeks to displace. An employee who assumes a lower classified position shall have their salary adjusted as per Article 10:07. The procedures of the within clause shall be limited to the first person laid off and none other. In the event of recall, the appropriate seniority shall apply.
- 9:05 In order that the operation of the Union will not become disorganized, the parties agree that when lay offs are being made, the Chairperson and all Union Administrative Committee Members shall be the last employees laid off so long as they hold such positions in the Bargaining Unit. The Employer agrees to continue to provide full-time work which such employees are capable of performing within the Bargaining Unit.
- 9:06 The parties agree that all bumping procedures shall be administered by one (1) representative of the Union appointed by the Union, and one (1) representative appointed by the Employer. Should the Union representative not be available, the Chairperson or his/her designate will be called to participate in order to avoid delays in the bumping process. In the event that the parties hereto are unable to resolve any matter related to the bumping procedure mentioned herein, such disputes shall be processed through the grievance procedure as set forth in this Agreement.
- 9:07 In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to use its best efforts to secure the retention of seniority rights for all employees with the

new Employer.

9:08 Any controversy over an employee's seniority or seniority rights shall be subject to the grievance procedure herein set forth.

9:09 The seniority of an employee shall terminate if:

- (a) The employee is discharged for just cause and not reinstated.
- (b) The employee resigns.
- (c) The employee is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
- (d) After a lay off the employee fails to return to work within seven (7) calendar days after being notified by the Employer by registered mail or any other means of delivery requiring a signature of the employee for evidence of receipt so to do, addressed to their residence unless the employee is unable so to do by reason of illness or other reasonable cause. Reasonable cause shall not be interpreted as refusal to accept a position for which the employee is qualified. It shall be the responsibility of the employee to keep the Employer informed of their current residential address. The employee must notify the Employer within three (3) working days after receipt of notice of recall **their intent to return to work and/or** that they are unable to accept the position due to illness or other reasonable cause.
- (e) The employee is laid off for a period longer than twenty-four (24) months.
- (f) The employee accepts severance pay as outlined in 9:04 (c) (vi).

9:10 Continuous service or continuous employment shall mean unbroken employment and shall include: vacations and holidays, scheduled days off, absence because of illness or injury for a period of three (3) years, approved leaves of absence, lay offs, and suspensions. All periods may be extended by mutual written consent of the parties hereto.

9:11 In the event that the Employer shall merge, amalgamate, combine, or restructure any of its departments or operations the Union will be notified at least one (1) month in advance. Such new position(s) shall be reviewed by the Joint Job Evaluation Committee and, should such position(s) increase by one (1) or more classifications, the position(s) shall be posted. The Employer agrees that employees whose jobs are eliminated as a result of such action shall:

- a) in the case where the resulting job(s) are of the same classification, the employees so affected shall have the first right of assignment to such job(s) as may be created by such merger, amalgamation, combination, or restructuring provided they are qualified to perform the duties of the job(s) in question and such assignment shall be in order of the highest University-wide seniority amongst said employees so affected to the lowest; where no such assignment is possible, the employee so affected shall have the rights of displacement as provided for in this Article.

- b) in the case where the resulting job(s) are of a lower classification, the employees so affected shall have first right of assignment to such job(s) as may be created by such merger, amalgamation, combination, or restructuring provided they are qualified to perform the duties of the job(s) in question and such assignment shall be in order of the highest University-wide seniority amongst said employees so affected to the lowest, or the employee so affected shall have the rights of displacement as provided for in this Article.

9:12 The Employer agrees that students and probationary employees will not be employed in a department so long as members of the Bargaining Unit in that department are on temporary lay off. It is further agreed that an employee holding an eight- or nine-month position about to be temporarily laid off has the option of accepting the layoff or working any available hours in the department.

9:13 Identification of individuals to be bumped will be based on the classification they currently hold.

9:14 If employees have completed less than forty (40) working days of their trial period, they will continue their trial period in the bumped position. Employees, who have completed forty (40) or more working days of their trial period, will be required to complete the twenty (20) working day familiarization period as per Article 9.

ARTICLE 10 - POSTING OF VACANCIES AND NEW POSITIONS

10:01(a) When a vacancy occurs or promotion occurs or a new position is created within the Bargaining Unit, the Employer shall provide a copy of the draft posting to the Union for review. Within the period of two (2) working days the Union shall review and provide comments. The final posting will be forwarded to the Union, and shall be posted on all bulletin boards herein provided for, for a minimum of five (5) working days. The employee shall apply in writing as set forth on the job posting. Such posting shall contain the following information: Position Title, Department, Qualifications, Shift, start and end times and rate as per Schedule "A" of the within Contractual Agreement.

(b) It is understood the successful applicant shall start in the new position no more than **sixty (60)** working days from the date of posting. It is also understood due to unforeseen circumstances an extension may be granted with mutual agreement by both parties.

(c) If only one employee applies for a vacancy, promotion or new job, and fulfills the minimum requirements as per the job posting, such employee shall be given a trial period of up to sixty (60) working days. If an employee is not successful in attaining the posted position, the Employer must give written notice of such fact to the employee involved and to the Union.

(d) The Employer shall notify the Union in writing of the names and seniority of successful applicants within three (3) working days of the appointment. A copy of such notice shall also be given to the Chairperson.

10:02 In the event that more than one (1) employee applies for the vacancy, promotion

or new position, the Employer shall consider the following two factors in determining which employee is to be selected:

- (a) University-wide seniority.
- (b) The requirements and efficiency of operations and the ability, knowledge, and aptitude of the applicant to do the job.

10:03(a) The successful applicant for a new job, promotion or vacancy shall be provided an opportunity to perform the job with a trial period of up to sixty (60) working days

(b) If the successful applicant proves unsatisfactory during the trial period, the Employer will meet with the Union and discuss the reasons why the applicant was unsatisfactory. As a result the employee shall be returned to their former position if it exists. If not then the employee will bump the junior person in the classification. In such event, the Employer shall then select the employee who has applied for the position and has the second longest seniority in the employment of the Employer.

(c) In the event the second successful applicant proves unsatisfactory in the position during the aforementioned trial period, such second employee shall be returned to their former position if it exists, if not then the employee will bump the junior person in the classification. In such event, the Employer shall then select the employee who has applied for the position and has the third longest seniority in the employment of the Employer.

(d) In the event the third successful applicant proves unsatisfactory in the position during the aforementioned trial period, such third employee shall be returned to their former position if it exists, if not the employee will bump the junior person in the classification. In such event, the Employer shall be entitled to award the position to an employee of the Employer's choice.

(e) If the successful applicant for a new job or vacancy should so decide, the employee may at their option return to their former position with all rights, privileges and salary rate previously enjoyed provided the employee exercises such option within the aforementioned trial period and provided their position still exists, if not the employee will bump the junior person in the classification.

10:04 The Employer agrees that all applicants and the Chairperson shall be notified in writing of the name of the successful applicant, within seven (7) calendar days of the position being awarded. The Chairperson shall be given reasons for rejection of applicants upon request.

10:05 If an employee applies for and is awarded a vacancy or a new position outside of the Bargaining Unit and subsequently returns to the Bargaining Unit the employee shall be considered a new employee for the purposes of seniority. If such employee returns to the Bargaining Unit within a period of sixty (60) working days, the employee shall have all seniority rights previously enjoyed as a member of the Bargaining Unit.

10:06 Whenever more than one (1) vacancy and/or new position is posted, employees within the Bargaining Unit shall be permitted to apply for more than one such

vacancy and/or position at the same time.

10:07 The following salary adjustments shall be made on the promotion of an employee to a higher classification:

- (a) one or two step promotion - maintain the same position in the new range relative to the old rate;
- (b) three step or greater promotion - move to the salary rate for the new range one column to the left of the old rate except that where the increase would be less than for a promotion in (a) above the employee shall maintain the same position in the new range relative to the old rate;
- (c) no employee shall receive less than the minimum rate for the new range.

The following salary adjustments shall be made when an employee moves to a lower classification:

- (a) move to the highest rate in the classification not exceeding the employees current rate.
- (b) in no case shall the new rate exceed the maximum set as per Schedule A.

10:08 It is clearly understood that employees may exercise their rights under this clause and the Employer undertakes to ensure full protection of said rights.

10:09 When a vacancy **determined to be more than sixty (60) working days and less than six (6) months** becomes available in a department and the department head deems there is a need to temporarily fill such position prior to it being posted, the position shall then be offered to the most senior qualified employee in the department. **An employee shall be paid for such work in accordance with Article 10:07. In the event there is no employee available, then the provisions of Article 3:02 will continue to apply.**

10:10 In the event a successful applicant is returned to their previous position where the employee had not completed their 'trial period', the employee will resume the remainder of the trial period.

10:11 Temporary Job Postings

- (a) A temporary vacancy is defined as a vacancy created by the absence of a bargaining unit employee for a period known to be in excess of six (6) months by reason of, but not limited to, pregnancy leave, parental leave, pre-paid leave or long-term disability leave where the Employer determines that it wishes to fill the position.**
- (b) Selection for Temporary Vacancies will be made in accordance with Article 10. Employees may apply for Temporary Vacancies and, if selected, will continue to accrue seniority for the duration of the temporary vacancy.**

10:12

Temporary Vacancies will be awarded subject to the following conditions:

- (a) Temporary vacancies will be offered to seniority employees who are not working due to layoff in order of seniority provided that the employee has the ability to perform the work of the temporary vacancy of the same classification or lower after a familiarization period not to exceed twenty (20) working days. In order to be recalled to a temporary vacancy in a higher classification than the laid off employee, the employee must have the skill and ability to perform the work of the position after a familiarization period not to exceed twenty (20) working days. Should the recalled employee fail to accept the temporary vacancy, the provisions of 9:09(d) apply.
- (b) In the event there are no employees with seniority on layoff, the Employer will post the temporary vacancy on the following conditions:
 - (i) Employees applying for a temporary posting must have at least one (1) years' seniority.
 - (ii) The temporary posting will be for a minimum of six (6) months to a maximum of twenty-four (24) months.
 - (iii) The selection of the successful applicant shall be made in accordance with the provisions of Article 10:02 of the Collective Agreement.
- (c) An employee may be the successful applicant for a temporary vacancy no more than once in any twelve (12) month period as measured from the start date of the first temporary vacancy.
- (d) The home position regularly held by the successful applicant for a temporary vacancy will be held open for the return of the incumbent at the end of the temporary vacancy. During this period, the position vacated by the successful applicant may be filled as a temporary job vacancy in accordance with the Collective Agreement and filled as per Article 10, if the Employer determines that such subsequent vacancy needs to be filled. Should the position regularly held by the employee be eliminated while the employee is working in a temporary vacancy, the employee will be given appropriate notice in accordance with Article 9.
- (e) Salary adjustments while participating in such opportunities will be made in accordance with Schedule "A".
- (f) Should an employee return from layoff to fill a temporary vacancy pursuant to 10:11(b) above, and the employee recalled from layoff then be laid off at the end of the temporary vacancy, it shall be considered a new period of layoff for the purposes of 9:04(e)(ii) of the Collective Agreement. Should such an employee recalled from layoff fail to remain in the position beyond the twenty (20) working

day familiarization period prescribed in Article 9:04(e)(i) the provisions of Article 9:04(e)(i) apply.

- (g) Should the temporary vacancy become a regular vacancy, normal hiring procedures in accordance with Article 10 will be followed.
- (h) In the event the Employer posts and fills a temporary vacancy, it will only be required to post the first subsequent vacancy beyond the original temporary vacancy, if the Employer determines that such subsequent vacancy needs to be filled. Thereafter, any subsequent vacancies will be filled in accordance with Article 3:02 of the Collective Agreement.
- (i) The seniority employee whose home position has been filled by the temporary vacancy can be displaced by an employee with more seniority exercising his/her seniority in accordance with provision of Article 9 of the Collective Agreement.
- (j) If an employee who is the successful applicant for a temporary position is unsuccessful during the sixty (60) working day trial period, then Article 10:03(b) will apply. In the event the successful applicant exercises his/her rights to return to their home position pursuant to Article 10:03(e) within the sixty (60) working day trial period the provisions of Article 10:12(c) will apply.

ARTICLE 11 - GRIEVANCE PROCEDURE

11:01 The Employer and the Union agree that grievances and complaints shall be settled promptly. Should a dispute or a grievance arise between the Employer and the employee regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, such dispute or grievance or question shall be dealt with in the following manner:

An employee or employees having a grievance or complaint shall first present the same in writing to their Union Administrative Committee Member.

Step 1:

The employee or employees concerned together with their Union Administrative Committee Member or Chairperson shall, within such employee's next five (5) working days after such grievance or complaint has arisen, reduce to writing citing the alleged violations and the particulars of the situation giving rise to the grievance to their immediate supervisor who shall reply in writing within five (5) working days immediately following presentation of such grievance or complaint. In the case of grievances arising out of the Job Posting Procedures set forth in Article 10 of the within Collective Agreement, employees having grievances related to their failure to obtain a posted position(s) shall submit their grievance in the first instance at the Step 3 level. A copy of the written grievance will also be delivered to the Employee Relations Manager.

Step 2:

Failing settlement under Step 1, the grievor shall, within five (5) working days

following receipt of the supervisors's decision, refer the grievance or complaint in writing to the appropriate Administrative Director or Academic Dean. The Administrative Director or Academic Dean or designate accompanied by the Employee Relations Manager shall arrange to meet with the grievor within five (5) working days of receipt of the grievance. The grievor shall be accompanied by one (1) member of the Grievance Committee. The Administrative Director or Academic Dean shall render a decision to the Union, in writing within five (5) working days after such meeting. Such decision will also be copied to the Employee Relations Manager.

Step 3:

Failing settlement under Step 2, the grievor shall, within five (5) working days of the date on which the receipt of the decision of the Administrative Director or Academic Dean was or should have been given, refer the grievance or complaint in writing to the Employee Relations Manager who shall render a decision in writing within five (5) working days. The Employee Relations Manager may call a meeting with the Union Grievance Committee to discuss the grievance or complaint. At such meeting the grievor and their supervisor shall be in attendance.

Step 4:

Failing settlement under Step 3, the grievance or complaint may be referred to a **Grievance Commissioner** or arbitration within **ten (10)** working days of the date on which the reply to Step 3 was given, or should have been given by the Employee Relations Manager.

- 11:02 Where a dispute between the parties involving a question of general policy occurs, the difference between the parties shall be reduced to writing citing the alleged violations and the particulars of the situation giving rise to the grievance and, in the case of a Union grievance, signed by the President, Vice-President, or his appointee. In the case of a grievance by the Employer it shall be signed by the Employee Relations Manager. Failing settlement of such disputes, it is understood that same may be carried through Step 3 of the Grievance Procedures, including arbitration of the final and binding settlement.
- 11:03 The Employer shall grant sufficient time to the Chairperson and/or Union Administrative Committee Member for the adjustment of grievances without loss of salary. The Chairperson and/or Union Administrative Committee Member shall notify his/her immediate supervisor when leaving his/her job to adjust a grievance and, upon his/her return to work, notify his/her supervisor. In the event the department is unduly interfered with, a mutually agreed upon time will be taken within 24 hours.
- 11:04 All replies to grievances shall be in writing at all stages and copies of such replies from the Employer shall be forwarded by the Employer to the President C.A.W. Local 2458 and the Chairperson within the time limits as specified above.
- 11:05 The Grievance Committee of the Union hereinbefore referred to shall be comprised of the President of C.A.W. Local 2458 and/or their appointee, the Chairperson and two other Union Administrative Committee Members. It is agreed that at least one member of the Grievance Committee shall be the Union Administrative Committee Member representing the grievor.

- 11:06 (a) Any and all time limits may, at any time, be extended by written mutual agreement of both parties.
- (b) In the event that the Employer fails to reply in writing within the time limits prescribed in the Grievance Procedure, the Union may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- (c) When no action is taken by the Union to submit the matter to the next Step in the grievance procedure (i.e. Step 1, 2, or 3) within the time limits set out in this Article 11, the grievance will be deemed to have been abandoned.
- 11:07 The grievor shall suffer no loss of pay if any meetings required in the within Article are held during the grievor's regular working hours.
- 11:08 The parties agree to meet on a monthly basis to discuss any outstanding grievance(s).
- 11:09 In the event the Employer representative identified as the respondent in two or more successive Steps is the same individual, the grievance will be referred to the next Step.
- 11:10 **As an alternative to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a post third step grievance to a Grievance Commissioner in the following procedure:**
- (a) **The Employer and Union may agree in writing to the appointment of Michael Watters or another agreed upon individual as a single arbitrator to be known as a Grievance Commissioner who will set aside such time as may be requested by the Employer and the Union to consider and determine grievance(s) referred to him hereunder for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 12 – Arbitration.**
- (b) **Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of a grievance which the parties have agreed may be handled in a summary manner. The rules governing the summary proceeding of the Grievance Commissioner are set out in the schedule hereto.**
- (c) **The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the Grievance Commissioner shall:**
- (i) **Be consistent with the provision(s) of the agreement.**
- (ii) **Be confined to the grievance referred to him.**
- (d) **The Union and the Employer shall each be responsible for one-half of the expenses of any fees payable to the Grievance Commissioner.**

- (e) The parties, when referring a grievance to a Grievance Commissioner shall also provide him with the Step II summary (or as amended by agreement of the parties) and the decision of the management representative at Step II and Step III.
- (f) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representation on which they intend to rely provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.
- (g) The parties shall meet at least ten (10) days prior to the hearing day in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.
- (h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- (i) The Grievance Commissioner must render his decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of his decision.

ARTICLE 12 - ARBITRATION

- 12:01 When either party requests that a grievance be submitted to arbitration the request shall be made by notice in writing addressed to the other party to the Agreement. Within **ten (10)** working days thereafter, the parties shall meet together, if necessary, and appoint an arbitrator. If the parties fail to agree upon the selection of an arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon request of either party.
- 12:02 No person shall be selected as an arbitrator who:
- (a) is acting or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of a solicitor, legal advisor, counsel or paid agent of either of the parties;
 - (b) has any pecuniary interest in the matters in dispute.
- 12:03 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect, or to substitute any new provisions for any existing provisions nor to make any decision inconsistent with the terms and provisions of this Agreement.

- 12:04 Each party to this Agreement shall pay one-half (½) of the fees and expenses of the arbitrator.
- 12:05 The time limits fixed in the grievance procedure and the arbitration procedure may be extended by written consent of the parties to this Agreement.
- 12:06 At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee concerned as a witness and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance. The Employer agrees to permit the Chairperson, the Union Administrative Committee Member representing the grievor, and grievor and up to two (2) witnesses to be present during any arbitration proceedings without loss of pay.
- 12:07 Nothing herein shall be interpreted or construed to prevent the arbitrator from ordering reinstatement in employment with full pay loss by an employee who has been dismissed or suspended.
- 12:08 Where the parties agree to the use of an Agreed Statement of Facts, such Statement will be provided to the arbitrator at least five (5) business days before the hearing. The Statement of Facts will include all facts that can be mutually agreed upon.

ARTICLE 13 - DISCIPLINE AND DISCHARGE CASES

- 13:01 An employee who is discharged or disciplined by the Employer shall, within five (5) working days, be given notice thereof, and a copy of such notice shall be forwarded to both the President and the Chairperson of the Union. The written notice shall contain the reason(s) for the discipline or discharge of the said employee. A failure to give such notice within the time prescribed shall not invalidate the discharge or discipline.
- 13:02 Any claim of wrongful discharge or discipline may be submitted to the grievance and arbitration procedures within five (5) working days from the date of receipt of such notice by the President of the Union of such discharge or discipline and shall be dealt with as herein provided. Steps 1 and 2 of the grievance procedure will be omitted in the case of discharge.
- 13:03 The Employer agrees that a Union Administrative Committee Member or Chairperson or Vice Chairperson shall be present whenever an employee is disciplined **or subject to an investigation that may lead to discipline**. The Chair or Vice-Chair shall be present whenever the employee is discharged. The Union recognizes and agrees that it may on certain occasions be necessary for the Employer to **suspend an employee pending investigation** without the Union Administrative Committee Member or Vice Chairperson or the Chairperson present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and a Union Administrative Committee Member or the Chairperson within two (2) working days following the initial action.
- 13:04 The record of an employee shall not be used against him/her in the following

instances: When twenty-four (24) months have elapsed since the issuance of a letter of discipline, provided there has been no recurrence of a similar and/or other infraction. When letters are to be removed from one's file, they will be returned to the employee.

ARTICLE 14 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

- 14:01(a) It is agreed that the normal and recognized hours of work shall be thirty-five (35) hours per week consisting of five (5) seven (7) hour days, except for certain departments where the present work week is forty (40) hours per week consisting of five (5) eight (8) hour days. The work week shall be deemed to commence at 11:59 p.m. on Sunday of each week. The said daily normal hours shall be exclusive of a one (1) hour lunch period provided however, that where the present practice is to have one-half (½) hour lunch period, the said daily normal hours shall be exclusive of the said one-half (½) hour lunch period. The Employer agrees that days off shall be consecutive.
- (b) Where the Employer determines an employee's **normal** schedule, shift, or hours of work per day or per week are to be changed or new shifts introduced on an on-going basis, the Union and the employee shall be provided at least one (1) month's written notice of the change. **It is understood that this section does not apply to a reduction in the length of any employee's shift as that is covered by the provision of Article 9 of the collective agreement.**
- (c) Where the Employer determines an employee's regular schedule, shift, or hours of work per day or per week are to be changed or new shifts introduced on an on-going basis, and where such change causes hardship to the employee, the parties agree that the affected employee(s) will have access to his/her rights as per Article 9. **It is understood that this section does not apply to a reduction in the length of an employee's shift as that is covered by the provisions of Article 9 of the collective agreement.**
- 14:02 All employees shall be granted a fifteen (15) minute rest period both in the first half and second half of the normal day's work without loss of pay.
- 14:03 Employees shall be paid two (2) times their regular straight time rate for all hours worked on their first and/or second regularly scheduled days off. In lieu thereof, if the employee so chooses, the employee shall be entitled to take lieu time as per the Employment Standards Act at a time mutually agreeable to the employee and their Department Head.
- 14:04(a) The Employer agrees to pay for authorized time in excess of the daily and weekly hours specified in 14:01 at the rate of two (2) times the employee's straight time rate. In lieu thereof, if the employee so chooses, the employee shall be entitled to take lieu time as per the Employment Standards Act at a time mutually agreeable to the employee and their Department Head. The normal hours of work shall not be reduced or changed for the purpose of avoiding overtime.
- (b) Employees who are required to work one (1) hour or less of overtime at the conclusion of their regularly scheduled shift shall be permitted a fifteen (15) minute paid rest period at the conclusion of their regularly scheduled shift. Employees who are required to work more than two (2) hours of overtime prior to

the commencement or following the conclusion of their regularly scheduled shifts, shall be entitled to receive a meal, hot where possible, not to exceed eight dollars (\$8.00) at the expense of the Employer on paid time.

(c) Call - In
An employee who is required to report for work outside their regular schedule of hours shall be paid a minimum of four (4) hours at their regular straight time, or the actual hours worked at the appropriate premium payment, whichever is the greater.

(d) Log On and Telephone Consultation Pay
An employee who is contacted directly by their immediate supervisor and required to log on at home or engage in a telephone conversation to conduct work will be paid a minimum of one half (1/2) hour of the employee's regular hourly rate or the actual time worked, whichever is greater.

14:05 If an employee is excused from work on account of illness or injury during any day or days prior to the completion of their scheduled work week such days shall be considered as time worked for the purpose of computing the employee's entitlement for overtime pay.

14:06(a) The Employer agrees to use its best efforts to ensure that all overtime be distributed equally among employees in the same department who perform similar duties. The Employer further agrees to monitor the allocation of all overtime hours.

(b) The Employer will post a current listing of all unscheduled overtime equalization calculations by Department, School, Office, Shop or functional section, as applicable. It is further agreed that Department Heads will maintain a record of accumulated overtime hours for each staff member within their department.

(c) It is agreed members of the Bargaining Unit may ask for and obtain information from their Department Heads or Supervisors as to the manner in which overtime work is distributed among employees in that Department, School, Office, Shop or Section.

(d) Further it is agreed when overtime is deemed to be necessary, Bargaining Unit employees will be given the opportunity to work such scheduled overtime before part-time or casual employees are utilized.

(e) Distribution of overtime hours
(i) The annual calculation of overtime distribution will begin each May 1st.
(ii) Available overtime hours will be offered based on Bargaining Unit seniority and the number of overtime hours already accumulated.
(iii) In the event, two (2) employees have the same accumulation of hours, the employee with the greatest seniority will be offered the overtime hours.
(iv) If the employee accepts overtime hours, the hours will be added to their total calculation of hours which determines their placement on the overtime seniority list posted on the bulletin board.
(v) If the employee refuses the overtime hours, the hours will be added to their total accumulation of hours which determines their placement on the overtime seniority list.

- (vi) Procedures for calling in for overtime. Once overtime has been approved, the Department Head will contact each eligible employee at their home phone number (and cell # if supplied) based on the overtime seniority list. Up to four (4) hours before the overtime shift occurs the Department Head will leave a voice message on the employee's phone. If the Department Head receives a call back from an employee and the hours have not yet been assigned the Department Head will assign the hours to the person calling back. If the Department Head receives a call back and the hours have already been assigned the employee calling back has missed the window of opportunity to accept OT hours.

- 14:07 The Employer further agrees to give employees four (4) hours notice whenever they are required to work overtime, provided that in the case of emergency or in such cases where the operations of the Employer are such that no notice can reasonably be given, such notice shall not be required.
- 14:08 Employees who report for scheduled work but for whom no work is available shall be paid four (4) hours at their straight time rate.
- 14:09 If an employee is required to replace an employee in a higher classification for five (5) consecutive working days or more and performs most of the duties of the higher rated classification, such employee shall be paid in accordance with clause 10:07.
- 14:10 The Employer agrees that in the event of new classification(s) being created within the Bargaining Unit the regular straight time rates for such classification(s) will be determined by agreement between the Union and the Employer. Failing such agreement, either party hereto shall have recourse to the grievance procedure herein set forth, provided however, that nothing herein shall be construed to prevent the Employer from establishing such new classification(s) immediately and establishing rates therefore, provided that the agreement reached between the parties or as a result of the employment of the grievance procedure shall apply retroactively to the date upon which such new classification(s) was/were established.
- 14:11 The Employer agrees to include on the employees' T-4 slips the Union dues paid by the employees.
- 14:12 The Employer agrees to pay, an afternoon shift premium of sixty-five cents (\$0.65) per hour for a shift which commences after 11:59 a.m. and a midnight shift premium of seventy – two cents (\$0.72) per hour for a shift which commences after 7:59 p.m. to all employees working the respective shifts.
- 14:13 It is the responsibility of an employee who is absent from work or late to telephone or have someone telephone on their behalf their supervisor prior to the commencement of the employee's shift. In the event the employee is unable to contact their supervisor by telephone, it is the responsibility of the employee to leave a voice mail message with the supervisor stating their name and the reason for their absence. In the event the employee is unable to contact their immediate supervisor by telephone, the employee must telephone or have someone telephone on their behalf, Human Resources, ext. 2047 stating their name, department, and the reason for the employee's lateness or absence unless it is not reasonably possible so to do. It is further understood that the

employee, in the event of a prolonged absence, either update their supervisor weekly or by the provision of appropriate medical certification indicating to the University, the anticipated longevity of the illness.

- 14:14 The Employer agrees to notify the Chairperson in writing as quickly as possible of any Bargaining Unit employees who terminate their employment for any reason.
- 14:15 Where the University is closed by order of the President of the University, or their designate, because of a snowstorm emergency, the University agrees to provide seven (7) hours of work at their regular rates of pay to those members of the Bargaining Unit who report for work during their normal shifts.
- 14:16 The Employer agrees to pay, effective from date of ratification a weekend (Saturday/Sunday) premium of ninety cents (\$0.90) to employees who are on a seven (7) day operation and who are required to work for all hours worked on a Saturday and/or Sunday.
- 14:17 The premium pay herein provided in clauses 14:12 and 14:16 shall not be included as part of the hourly rate of any employee for the computation of overtime pay, and there shall be no pyramiding of premium, overtime or holiday pay.
- 14:18 Movement within Schedule "A" will occur on an employee's anniversary date within the classification.
- 14:19 The Employer agrees to forward to the Chairperson of the Union by the first of July annually a list indicating each Employees Name, Position, Title, Classification and the respective Hay Points.
- 14:20 Employees leaving the services of the University of Windsor on account of retirement shall be entitled to any retroactive benefits as it relates to wages, etc., providing, however, that they were on the payroll on the termination date of the agreement.
- 14:21 The parties are agreed employees in the same job within the same department may make temporary mutually agreed to exchanges of shift, provided the employees first reach written agreement among themselves by completion of the appropriate form, and further provided the consent of the employees' supervisors is obtained prior to the exchange occurring, and further provided no financial penalty is imposed on the Employer.
- 14:22 The Employer shall reimburse employees for reasonable and necessary travel expenses incurred by them in the course of carrying out their University responsibilities. The University's Travel Policy can be found at: <http://www.uwindsor.ca/finance>.

ARTICLE 15 - PAID HOLIDAYS

- 15:01(a) Each employee will be paid one (1) day's pay at their normal rate of pay for the following holidays, with the exception of those employees who are on Long Term Disability who will receive, effective October 1, 1991, one-third (1/3) a day's pay:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

and the day immediately prior to Christmas Day and New Year's Day and Friday of Employer's Mid-year Recess,* provided the employee has seniority at the date of such holiday and such employee has worked his or her last scheduled working day before the holiday and the next scheduled working day after such holiday. It is further agreed that Easter Sunday will be regarded as a holiday for those persons whose regular or normal schedule includes Easter Sunday.

*In the event that the Mid-Year Recess one week (5 days) is eliminated or reduced, then the day following New Year's Day will replace the Friday of the Employer's mid-year recess.

- (b) With the exception of Easter Sunday, holiday pay will be paid to those employees who are excused from work on account of illness and who are within the short-term disability period (26 weeks) of such illness or who are on approved leave of absence with pay at the time of occurrence of a holiday as herein defined.
- (c) Holiday pay shall not apply to those on lay off or on approved Leave of Absence without pay.
- (d) Requests for a leave of absence for the observance of religious holidays, in accordance with the Ontario Human Rights Code, shall be submitted in writing to the Employer, two (2) weeks in advance, of the religious holiday.

15:02 It is understood and agreed that employees who have not reported for work within seven (7) days prior to any of the holidays referred to, shall not be entitled to the benefit herein provided except as indicated in Article 15:01.

15:03 Employees who are authorized to work and who actually do work on any of the holidays referred to in 15:01 hereof, shall be paid at two times their regular straight time rate plus their holiday pay mentioned above.

15:04 In the event that any of the holidays named above fall during an employee's vacation period, the employee shall receive the said holiday pay prescribed in clause 15:01 hereof in addition to their vacation pay entitlement. If the holiday falls within the employee's vacation period, the employee may elect to receive an additional day's vacation in lieu of the additional pay for the holiday, which day shall be taken on any day mutually satisfactory to the employee and the Department Head.

15:05 Time off on a holiday shall be considered as a day worked for the purpose of computing overtime.

15:06 All holidays falling on a Saturday normally will be observed the preceding Friday; those falling on a Sunday normally will be observed the following Monday.

ARTICLE 16 - VACATIONS

16:01 Employees having six (6) months or more of accumulated service with the Employer, including leaves of absence not requested by the employees but excluding lay off time as calculated from their anniversary date of hiring of each year, but less than twelve (12) months service accumulated as aforesaid, shall receive five-sixths (5/6) of one (1) working day for each full calendar month's service of vacation with pay calculated at their normal rate of pay which they would normally receive if they were working for this period, such vacation entitlement to be taken in the current calendar year.

16:02 Vacation entitlement shall be as follows:

1 to 3 full years of service	10 days vacation
3+ to 10 full years of service	15 days vacation
10+ to 19 full years of service	20 days vacation
19 full years of service	25 days vacation
20 full years of service	26 days vacation
21 full years of service	27 days vacation
22 full years of service	28 days vacation
23 full years of service	29 days vacation
24 or more full years of service	30 days vacation

For payment purposes, all vacation days will be calculated at the normal rate of pay which the employee would normally receive if they were working for this period.

16:03 For purposes of the within Article, length of service shall be determined as the length of full time service calculated from the date of hire with the Employer.

16:04 Employees may take their vacation anytime from January 1st to December 31st. Employees who wish to schedule vacation for periods of one (1) week or more between January 1st and March 1st of any year shall submit a written request to their supervisor two (2) weeks prior to their requested vacation.

16:05 Choice of vacation shall be by mutual consent between employees and Department Head or Supervisor. If the Department Head concerned agrees, an employee may take their vacation in blocks of one-half (½) days or more. If there should be a dispute amongst employees, then University wide seniority shall prevail.

16:06 Proportionate vacations shall be paid to employees on their termination of employment through resignation or retirement. The estate of an employee shall be paid the proportionate vacation pay for any employee who dies while employed by the Employer.

16:07 If an employee is confined in hospital as a bed patient during their vacation as a result of an illness or injury suffered while on vacation or as the result of a recurrence of any disability for which such employee would otherwise have been entitled to Workplace Safety Insurance, the period of confinement in hospital during vacation shall be charged to the employee's sick leave or Workplace Safety Insurance as the case may be, provided that the employee shall provide proof of such confinement in hospital in such form as may be satisfactory to the

Employee Relations Manager. It is further agreed that the period of actual confinement in hospital during the employee's regularly scheduled vacation period shall not be deducted from such employee's vacation entitlement and such employee shall be entitled to take the portion of their vacation during which the employee was confined in hospital at a subsequent date mutually agreeable to the Employer and the employee. If an employee becomes ill or is injured during their vacation such that hospital confinement as a bed patient is not required or if an employee suffers a recurrence during their vacation of any disability for which such employee would otherwise have been entitled to Workplace Safety Insurance, the period of such illness or injury during the vacation shall be charged to the employee's sick leave or Workplace Safety Insurance as the case may be provided the employee shall upon their return to work, swear an Affidavit before a Notary selected by the Employer in which the employee shall give particulars as to the dates, duration and nature of the illness or injury incurred. If, subsequent to the swearing of such Affidavit the Employer can show the employee has falsified in the Affidavit, such employee may be disciplined subject to the right of any employee to file a grievance as set forth in Article 11 hereof.

16:08 For the purpose of calculating vacation entitlement, service with the Employer shall include the following:

- (a)* Lay offs.
- (b) Approved leaves of absence.
- (c) Absence because of illness or injury.
- (d) Scheduled days off.
- (e) Vacation and paid holidays.

*For the purpose of calculating vacation entitlement, accumulated service as herein defined, shall include lay-offs, except for any new employee(s) hired after May 15, 1982.

16:09 The two (2) or three (3) scheduled days of work each year between Christmas Day and New Year's Day, exclusive of Boxing Day and the day before New Year's Day, shall be considered as additional days of paid vacation. If a member of the Bargaining Unit works on any or all of the said days, such person shall be entitled to compensating time off at a later date to be mutually agreed upon by the employee and their superior or pay at the employee's normal rate of pay in lieu of compensating time off - the choice to be at the option of the employee. It is further agreed the provisions of the within clause shall be applicable to persons away due to illness and who are within the short-term disability period (26 weeks) of such illness at the time of occurrence of the days of paid vacation as set forth herein. Those who commence L.T.D. after October 1, 1991 will receive one-third (1/3) their normal vacation pay entitlement from the Employer.

16:10 Employees entitled to vacation with pay hereunder shall take such vacation at any time from January 1st to December 31st of the same calendar year, except that employees entitled to three (3) weeks vacation may elect to carry forward up to one (1) of the said three (3) weeks of vacation into the following year, and further, except that persons having a vacation entitlement of four (4) or more weeks may elect to carry up to two (2) weeks of the said vacation entitlement into the following year. Vacation carryover requests in excess of two (2) weeks must be approved by the Executive Director of Human Resources, following approval

by the Department Head.

16:11 It is understood that those employee(s) who go on L.T.D. after October 1, 1991, will receive one-third (1/3) their normal vacation pay entitlement from the Employer.

ARTICLE 17 - LONG TERM SALARY-WAGE CONTINUANCE INSURANCE PLAN

17:01 The Employer agrees to enroll all members of the Bargaining Unit upon completion of their probationary periods in the existing Long Term Salary-Wage Continuance Insurance Plan. The Employer agrees to provide the Union with a copy of the master contract of insurance as provided by the carrier and as attached hereto as Appendix A. It is understood and agreed that the terms of the said Plan shall be amended to the extent necessary to give effect to the within Agreement and to assure coverage for the said employees on the following basis, provided such employees abide by and comply with the terms, provisions and conditions of the said Plan as the same may be from time to time:

- (a) That all employees covered by the within Agreement shall be enrolled under the terms of the said Plan and coverage shall be effective following completion of their probationary employment.
- (b) For a period of 26 weeks following the onset of continuous illness, employees shall be paid on the following schedule of pay for such days during such period as they would have been regularly scheduled to work had they not suffered illness.

Short Term Schedule:

Weeks 1 through 3 inclusive @100% of salary taxable

Weeks 4 through 6 inclusive @ 90% of salary taxable

Weeks 7 through 15 inclusive @ 80% of salary taxable

First 15 weeks

Weeks 16 through 17 inclusive @ 80% of salary taxable (2 week EI waiting period)

Weeks 18 through 26 inclusive @ top up to a maximum of 80% of salary taxable (regardless of EI benefit eligibility)

Total of 26 weeks

An employee who is on short term plan and returns to work prior to receiving LTD benefits, shall be paid in accordance with Schedule A. Should said employee, within a six (6) month period and as a result of the same illness, return to short term plan, said employee shall be returned to the same level of salary they had attained, within the twenty-six (26) week elimination period prior to their return to work.

- (c) That if continuous illness extends for a period in excess of twenty-six (26) weeks the employee may, so long as the plan permits, be covered from and after the twenty-sixth (26) week of such illness by the Plan to the extent that sixty-five (65) percent of their wages to a maximum of \$4,000.00 per month calculated upon their basic rate of pay, shall be paid to the employee on the basis of their normal straight time hours of work, or until such period as the employee is continuously ill and unable to

work, or until the employee attains the age of sixty-five (65) years, whichever event shall first occur. For the purposes of this clause only, "Basic Rate of Pay" shall be that rate of pay as indicated in Schedule "A" of the within Contractual Agreement at the onset of illness. The Long Term Disability entitlement payable to the member, after successful adjudication of the claim for benefits by the Insurance Carrier, shall be sixty-five (65%) percent taxable.

The cost of the total premium payable for the Sixty-five (65%) Percent Taxable Long Term Salary - Wage Continuance Insurance Plan herein described shall be split equally between the parties (50% - Employer paid/50% - employee paid). The employees' portion of the premium shall be deducted from each member of the Bargaining Unit as may be applicable by payroll deduction.

17:02 Should the employee continually exceed the average absenteeism rate of the C.A.W. Local 2458 (Full-time Office & Clerical Unit) Bargaining Unit, employees may be required to attend upon a medical doctor when directed by the Employer. In the event an employee is so required, the Employer agrees to provide a listing of three (3) medical doctors who are certified specialists in the medical discipline associated with the employee's medical condition. The employee concerned is entitled to select from the list of three (3) provided by the Employer, any one (1) of the doctors to be the physician upon which the employee will attend. It is further agreed that the Employer will pay the full cost of attendance upon the doctor selected, and that such attendance will take place during the employee's working hours and that the employee shall suffer no loss of wages due to his/her attendance upon the doctor (as per the above schedule of short term illness).

17:03 Employees who state they are sick while at work must first report to their Supervisor or Department Head and if unable to do so leave a note with the Supervisor or telephone extension 2047 (Human Resources) to report their reason for leaving.

17:04(a) In cases where employees return to work within one (1) year following absence due to illness and/or injury, such employees shall be entitled to return to the same position held by them prior to said illness or injury.

(b) Where an employee indicates to the Employer that they are able to return to work, after the one (1) year in 17:04 (a) above, the Employer and the Union will meet to determine where and when the employee will return.

The employee shall have the right to return to any vacant position within their classification or any other opening in a lower classification for which they have the necessary minimum qualifications.

Should there be no available position when the employee is able to return, it is understood that the returning employee **can** exercise **their rights** as provided for in Article 9.

If the returning employee refuses to return to any vacant position as agreed to by the Employer and the Union as being reasonable, the Employer may terminate the employment of the returning employee.

The parties further agree that any position filled by a returning employee as outlined above will not be subject to the Job Posting procedure under Article 10.

17:05 In an effort to return an employee to safe and suitable work, the employee shall disclose to the Employer, if requested, information concerning the employee's functional abilities as determined by a health professional.

ARTICLE 18 - LEAVES OF ABSENCE

18:01 Leaves of absence for personal reasons without pay for good and valid reasons may be granted by the Executive Director of Human Resources, or their delegate upon the recommendation of the employee's department head. Any person who is absent with such permission shall not lose any seniority rights during such absence. Such employee shall be reinstated to the same position held by the employee prior to their leave of absence provided such employee shall return to work on their next scheduled working day following their leave unless the employee is unable so to do for reason of illness or other reasonable cause. Applications for leaves of absence will be considered by the department head only when the same may be granted without interference with the department's operation, and when such requests are made in writing no less than two (2) weeks in advance of the proposed leave, specifying the reason therefore, provided however that the provision for advanced notice shall be waived in cases of emergency. It is clearly understood Leaves of Absence, i.e. [in excess of twenty (20) working days], shall be without pay and without benefits, but employees may maintain benefits at their own expense.

18:02 Upon request an employee shall be granted **three (3)** non-consecutive days without pay in each calendar year for personal reasons. Employees are requested to provide written notice as early as possible, in advance of the requested days. Such personal reason need not be divulged by the employee. It is agreed by the parties such day off shall not be taken on the day immediately prior to or immediately after any holiday stipulated in clause 15:01 of the within Agreement, or on the day immediately prior to or the day immediately after the employee's annual vacation.

18:03 During any period of absence, the employee shall not, except as provided in clause 18:06, 18:07 and 18:12 engage in gainful employment for any other person, firm, or corporation. Failure to comply to this provision may result in the discipline of the employee involved.

18:04 Union Leave. Leaves of absence without pay and without loss of seniority shall be granted upon request to employees appointed or elected to represent CAW - Canada or its Local 2458 provided such leaves of absence shall not unduly interfere with the operations of the Employer. It is further agreed that there will be no more than two (2) employees granted such leave from the same department at the same time.

18:05 A leave of absence without loss of pay not to exceed five (5) normally scheduled days of work during the period commencing with the death and ending with the fourth (4th) calendar day after the funeral will be granted to an employee as a bereavement leave in the event of the death of the legal or common-law spouse, son, daughter, **legal guardianship of a child**, step-son or step-daughter of the employee. A leave of absence without loss of pay not to exceed three (3)

normally scheduled days of work during the period commencing with the death and ending with the second (2nd) calendar day after the funeral will be granted to an employee as a bereavement leave in the event of the death of the mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother or stepfather of the employee. A leave of absence of three (3) days shall be granted to an employee as a bereavement leave in the event of the death of the grandparent or grandchild of an employee or the grandparent of the legal spouse or common-law spouse of an employee.

In the event that the death of a relative of an employee occurs during the employee's regularly scheduled vacation for which such employee would otherwise have been entitled to bereavement leave, the period of bereavement shall not be deducted from such employee's vacation entitlement. It is further agreed that such employee shall take the portion of their vacation during which the bereavement occurred at a subsequent date mutually agreeable to the Employer and employee.

18:06 Other Leave.

- (a) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority by the Employer.
- (b) Any employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of five (5) years if elected to the House of Commons of the Dominion of Canada or the Provincial Legislature for the Province of Ontario, and a leave of absence of three (3) years if elected to a municipal council.
- (c) Any employee enjoying such leave of absence shall have the right to return to employment with the University at the expiration of such leave to a job similar to the job performed before the leave commenced.

18:07 Employees who are conscripted to serve in the Canadian Forces or who enlist therein during hostilities, or serve in Canada's Reserve Force for training or deployment purposes shall be considered as having leave of absence without pay and shall retain their seniority rights and will continue to accumulate seniority rights provided they are asserted within ninety (90) days following honourable discharge and provided such discharge is obtained by the employee as and when it is made available to the employee.

18:08(a) PREGNANCY LEAVE

The Pregnancy Leave Policy applies to pregnant members of the Bargaining Unit. Eligibility for the Pregnancy Leave Policy requires full-time continuous employment at the University of Windsor for at least the thirteen (13) weeks preceding the date of the birth.

The pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. At least two (2) weeks notice must be given by the staff member indicating the date she intends to return to work. At the conclusion of the leave, the person would return to her previous position, if it still exists, or to a position in the same type and salary grade within the same department.

During pregnancy leave, the following salary and benefit provisions will apply on the understanding that the individual is committed to return to regular employment with the University following the conclusion of the leave:

1. The University will pay ninety-five percent (95%) of the normal basic earnings for the first two (2) weeks of pregnancy leave (see note).
2. During the following fifteen (15) weeks of the pregnancy leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which she would be expected to receive if she qualified for benefits (see note).
3. Any period of leave beyond the seventeen (17) weeks shall be without pay.
4. Vacation credits will continue to accrue while a person is on pregnancy leave.
5. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the Employee Relations Manager.

(b) PARENTAL LEAVE

The Parental Leave Policy applies to all members of the Bargaining Unit. A "parent" includes: a birth parent, a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning.

Eligibility for the Parental Leave Policy requires full-time continuous employment at the University of Windsor for at least the thirteen (13) weeks preceding the date of the birth of the child or in the event an employee adopts a child, such employee is entitled to parental leave following the child coming into the employee's custody, care and control for the first time.

The following terms and conditions only shall apply:

1. An employee who has taken pregnancy leave is entitled during the first three (3) weeks of the parental leave to: the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University. The total weekly income will not exceed ninety-five percent (95%) of the employee's normal weekly income or that which the employee would be expected to receive if she qualified for benefits (see note).
2. An employee who has taken pregnancy leave must begin the parental leave when the pregnancy leave ends, unless the child has not yet come into her/his custody, care and control for the first time.
3. An employee may begin parental leave no later than fifty-two (52) weeks

after the day the child is born or comes into the employee's custody, care and control for the first time.

4. If the employee also took a pregnancy leave, the parental leave ends thirty-five (35) weeks after it began, otherwise, the parental leave ends thirty-seven (37) weeks after it began. At no time shall the period of leave exceed thirty-seven (37) weeks in duration.
5. Parental leave may be claimed by one (1) employee or shared between two (2) employees but cannot exceed a combined maximum of thirty-seven (37) weeks.
6. An employee who is not entitled to pregnancy leave is entitled to the following on the understanding that the individual is committed to return to regular employment with the University following the conclusion of the leave. Should the employee meet the eligibility requirements for parental leave prescribed by E.I., then the following will apply:
 - (a) The University will pay ninety-five percent (95%) of the total weekly income for the first two (2) weeks of parental leave (see note).
 - (b) During the following fifteen (15) weeks of the parental leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which the employee would be expected to receive if the employee qualified for benefits (see note).
7. Vacation credits will continue to accrue while a person is on parental leave.
8. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the Employee Relations Manager.

Note: All payments made under these policies must be in accordance with the agreement that has to be filed by the University with Human Resources Development Canada pursuant to Regulation 37 of the Employment Insurance regulations. As part of these requirements, all such payments by the University can only commence when the staff member provides proof that he/she is receiving Employment Insurance Benefits pursuant to the Employment Insurance Act, 1996 or that he/she is disqualified from E.I. benefits because of any insufficient number of insurable weeks, or that E.I. benefits have been exhausted or that he/she is in the Human Resources Development Canada waiting period. Staff should understand that such proof will not be made available by H.R.D.C. until after the leave has commenced and hence University payments will be retroactive.

- (c) In accordance with the Employment Standards Act, an employee shall remain a full participant in all Employer paid benefit programs except where the Employer and the employee share the premiums, i.e. pension plan contributions. Where the employee elects to remain a full participant, the parties continue to be

responsible for their respective premiums. Where the employee elects not to continue in a shared benefit, the benefit shall be suspended until such time as the employee returns to work. Such option not to participate must be expressed in writing addressed to the Manager - Benefits and Pension. It is understood that employees on an approved leave of absence who choose not to continue the payment of their premiums are not eligible for long term disability therefore the benefit shall be suspended until such time as the employee returns to work.

- (d) (i) On the occasion of the birth or the coming of a child into the employee's custody, care and control for the first time, an employee of the Bargaining Unit, who is not taking pregnancy leave shall be allowed two (2) days off with pay.
- (ii) In the case of an adoption, an employee who receives remuneration under 18:08(b) shall not be entitled to the two (2) days identified in section 18:08(d) (i).

18:09 Jury and Witness Duty. The Employer shall grant a leave of absence without loss of seniority to an employee who serves as juror or witness in any court proceedings. The Employer shall pay such employee the difference between their normal earnings and the payment the employee receives for jury service or court witness excluding payment for traveling, meals, or other expenses. The payment of such pay differential by the Employer shall be contingent upon the employee providing the Employer with proof satisfactory to the Employer that the employee has attended the specified legal proceeding.

18:10 With regard to leave of absence granted under clauses 18:02, 18:04, 18:05 and 18:09, the employee concerned will return to the same position held by the employee prior to said leave.

18:11 All granting of leaves of absence shall be in writing and a copy of same shall be mailed to the President of the Union and the Chairperson.

18:12 Education Leave: The Employer may grant a leave of absence not to exceed one (1) year to an employee having at least three (3) years' seniority for the purpose of allowing the employee to study on a full-time basis at the University of Windsor. An application for such a leave of absence must be made in writing at least three (3) months prior to the proposed commencement date of the leave of absence. Such application must include a proposed plan of study during the period of leave. Such a leave may be extended for additional periods not to exceed one (1) year each provided the employee re-applies for such extension in accordance with the provisions of this Article. Applications for such leave of absence will be granted at the sole discretion of the Employer only when the same may be granted without interference with the Employer's operations. The provisions of this Article shall not be subject to the grievance procedure and an Arbitrator shall have no jurisdiction with respect to this Article or matters relating to this Article. The Employer shall not be required to hire a replacement for the employee during their educational leave. All educational leaves of absence shall be without pay. However, the Employer will maintain the following benefits on behalf of the employee and their eligible dependents as per Article 19:

The aforementioned benefits will be maintained provided the employee continues in full-time attendance at the University.

The Employer will reimburse an employee granted an educational leave of absence an amount up to the sum of \$500 for required books upon presentation of receipts for said books or texts. The Employer will provide an employee granted an educational leave of absence with tuition remission. Employees on educational leave shall continue to accumulate seniority during such leave. Upon completion of the leave, the employee will be returned to their classification and former position if it still exists in accordance with the seniority provisions of this Agreement. If the position no longer exists, the employee shall have the right to exercise their bumping rights as per Article 9:05, on their scheduled day of return from their Leave of Absence. During an educational leave of absence, the employee shall not engage in gainful full-time employment for any other person, firm, or corporation. Failure to comply with this provision may result in the discipline of the employee involved.

18:13

University of Windsor Prepaid Leave Plan

PURPOSE - The Prepaid Leave Plan has been developed to afford employees in the Bargaining Unit the opportunity of taking a leave of absence of between six (6) months and one (1) year and to finance the leave through deferral of wages in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

ELIGIBILITY - Any employee in the Bargaining Unit having three (3) years seniority with the University is eligible to participate in the Plan in accordance with the conditions set out herein.

Application - An employee who qualifies as above must make written application to the Executive Director of Human Resources of the University at least three (3) months in advance of the proposed commencement date of participation in the Plan, requesting permission to participate in the Plan setting out the deferral program as requested.

Approval - Approval of individual requests to participate in the Plan, the duration of the leave, the deferral period and the percentage of wages deferred shall rest solely with the University.

Deferral - The deferral period over which wages are deferred shall be to a maximum of five (5) years.

Leave - The length of the leave shall not exceed one (1) year.

Written Agreement - The University and the employee shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

TERMS AND CONDITIONS - The payment of wages and benefits, and other terms and conditions, shall be as follows:

Trustee Agreement - The University of Windsor shall enter into a master trust agreement with a trust company licensed to do business in Canada under the Trustee Act of Ontario whereby individual employees taking part in this program may have their deferred wages paid into such trust accounts to be held for

purposes of financing their prepaid leaves. Monies will be invested in instruments as prescribed by the trust agreement such that maturity dates will coincide with the commencement of the prepaid leave. The interest rate to be paid on such deferred wages will be that actually obtained by the investments as directed by the trustee per the trust agreement.

The Trust Agreement shall provide for employees to cease contributions to their Trust Accounts during periods when they are laid off.

Wages - During the deferral period, preceding the leave, the employee will be paid a reduced percentage in accordance with the written agreement between the University and the employee, of their wages as set out in the Collective Agreement. The remaining percentage of their wages will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the University to finance the period of leave.

The percentage deferred shall not exceed an amount determined by dividing the length of the period of leave by the sum of the length of the deferral period and the length of the period of leave and multiplying by 100 (e.g.) if length of deferral period = 4 years and length of leave = 1 year, then maximum deferred salary = 20%).

Interest Rate - A trust agreement shall be entered into on behalf of the employee whereby deferred wages will be contributed. Such deferred wages shall be invested as per the trust agreement. Monies so invested shall have a maturity date no later than the commencement of the deferred leave. Administrative costs of the trust will be deducted from the gross interest earned on such deferred wages.

Deferral Period (Benefits Structuring) - During the deferral period, any benefits related to the rate of wages shall be structured according to the wages the participant would have received during the deferral period had the employee not been in the Plan.

Employee Benefit Coverage and Premiums - A participant's coverage for Life Insurance and Green Shield benefits, in effect immediately prior to the leave, will be maintained by the University during their leave of absence, if eligibility conditions permit.

Leave Period (Benefits Structuring) - During the leave period, any benefits related to the rate of wages shall be structured according to the rate of wages the participant would have received immediately prior to the leave had the employee not been in the Plan.

Pension - Contributions will be maintained by both parties at nominal salary for pension purposes. This provision is subject to the necessary amendments being made to the Retirement Plan and being approved by Revenue Canada and the Pension Commission of Ontario.

Pay out - At the commencement of the period of leave, the University shall pay to the participant the monies standing to their credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned for the period of the leave.

Assignment on Return - On return from leave, a participant will, subject to the application of the lay-off and displacement provisions of the Collective Agreement during the period leave be assigned to the position the employee held prior to the leave. If the lay-off and displacement provision of the Agreement have application during the leave, they shall apply to the employee in the same manner during the leave, except that notice to the employee may be given to an Officer of the Local Union and any election the employee may make under such provisions may be made on their behalf by an Officer of the Local Union.

Applicability of Benefits - The Short Term Disability benefit shall not be available during the leave. Employees shall maintain their Long Term Disability coverage. Vacation shall not be taken during the leave, nor shall vacation credits accumulate during the leave. However, seniority shall accumulate for the entire period of leave, and service for the purpose of otherwise determining the level of vacation entitlement shall include the period of leave.

Withdrawal Rights - A participant may, with the approval of the University, withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness). Requests for withdrawal must be submitted in writing, detailing the reason(s) for withdrawal before three (3) months prior to commencement of leave. The University shall maintain the request and its approval as part of University records. When a request for withdrawal is approved, the University shall pay to the employee a lump sum amount equal to monies deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.

Leave Postponement - The University may, for good and sufficient reason, up to three (3) months prior to commencement of the leave, postpone the period of the leave for not longer than one (1) year. In this instance, a participant may choose to remain in the Plan, or receive payments as outlined under "Withdrawal Rights" above.

The participant may, for good and sufficient reason, request in writing that the leave period be postponed. The University may, at its discretion, grant a postponement, but under no circumstances shall the postponement exceed one (1) year.

Interest Accumulation - Should the above (Leave Postponement) result in a leave of absence being taken later than the intended period, any monies accumulated until the intended commencement date will continue to accumulate interest until the leave is granted.

On Leaving Employment - Any participant who resigns, is laid off or otherwise terminated prior to commencement of the leave shall cease to be a participant in the Plan, and shall receive payment as outlined under "Withdrawal Rights" above.

It is understood that deferred wages invested under the trustee agreement may not be returned to the employee until such time as the maturity date of such investments under the auspices of the trust mature.

Death Clause - Should a participant die while enrolled in the Plan, any monies accumulated, plus interest accrued at the date of death, will be paid to their estate/beneficiary. Every agreement entered into under "Written Agreement" shall state that monies paid to the estate of an employee under this section are a "right or thing" within the meaning of the Income Tax Act and shall be taxable as income in the year of the employee's death in accordance with the Income Tax Act.

Serious Illness - Should a participant be unable to take the leave when scheduled because of serious injury or illness occurring before commencement of the leave, the employee may cancel the leave and receive payment as outlined under "Withdrawal Rights" or, with the consent of the University, defer the leave to a time mutually agreeable not to exceed one (1) year.

INCOME TAX - During each taxation year, the participating employee's income tax liability shall be in accordance with the Canadian Income Tax Act and the amount of withholding tax deducted at source by the University shall be based on monies actually received by the employee in each taxation year subject to the acceptance of this Plan by Revenue Canada.

*It is clearly understood that the University may hire replacement workers pursuant to Article 3:02 (a) (b) when such prepaid leave is taken.

18:14 All employees who meet the eligibility requirements for compassionate leave per the Employment Standards Act shall be provided such leave.

ARTICLE 19 - BENEFITS

19:01 The Employer agrees to pay on behalf of all employees covered by this Agreement 100% of the premium rate (or full cost where the benefits are uninsured) for extended health care, dental and travel assistance benefits which are in effect as at October 20, 2010 and as described in the applicable Green Shield *Outline of Benefits* employee booklet. **The Green Shield *Outline of Benefits* employee booklet that describes benefits in effect as at October 20, 2010 shall be incorporated, by reference, into this Collective Agreement.**

The Green Shield extended health plan includes the following coverage:

- Generics substitution drug plan
- \$3 co-pay for each prescription drug
- Massage therapy to a maximum of \$800 per year
- Physiotherapy to a maximum of \$800 per year
- Chiropractic to a maximum of \$400 per year
 - **Effective January 1, 2011 to a maximum of five hundred dollars (\$500.00) per year.**
 - **Effective January 1, 2013 to a maximum of six hundred dollars (\$600.00) per year.**
- Private room coverage of \$5,000.00 per calendar
- PSA Test annually
- C125 test annually
- Vision care at \$400/24 months plus one (1) eye exam every 24 months
- Vision care benefit may be applied to laser eye surgery

- Hearing aid coverage at \$500 every 5 years

The Green Shield dental plan includes the following coverage:

- Current ODA rates
- \$3,500 orthodontic maximum
- Dental check-ups once every nine months
- Major restorative at 50%
 - **Effective January 1, 2011 to a maximum of 65%**
 - **Effective January 1, 2012 to a maximum of 80%**

The Employer may tender the exact specification of any or all Green Shield benefit coverage and accept the lowest tender meeting the said specifications. The specifications shall not be tendered until the University and the Union have agreed the specifications are the exact specifications of the existing plans. Furthermore, convenience of use of plan to the employee and service performance of an insurer are to be considered as specifications for purposes of this Article.

The University retains the right to self-administration in accordance with the above articles.

19:02 The Employer agrees to provide Group Life Insurance in the principal amount of two (2) times the employee's annual base salary to a maximum of One Hundred and Twenty Thousand Dollars (\$120,000.00) to age sixty-five (65) to be paid on the basis of a one hundred percent (100%) contribution by the Employer. The two (2) times annual base salary mentioned above is to be calculated by multiplying the employee's bi-weekly salary rate as it may be from time to time by twenty-six (26) pay periods, times two (2) and then rounding the resultant amount to the next highest Five Hundred (\$500.00) dollars. Further, the Employer agrees to provide members of the Bargaining Unit with Three Thousand Dollars (\$3,000.00) of paid-up life insurance at age sixty-five (65) effective first of month following date of ratification.

19:03 The Employer agrees to enroll all employees covered by this Agreement with the Employment Insurance Commission and agrees to pay the premium payable in connection with such employees. All employees hired on or after July 22, 1982, shall pay the employee's portion of the premium.

19:04(a) The Employer agrees to maintain the present University of Windsor Employees' Retirement Plan as Restated at July 1, 1996 with Consolidated Amendments to July 1, 2002, **plus any amendments thereafter.**

It is further agreed members of the Bargaining Unit will receive credit for all past service with the Employer or Assumption University of Windsor, Essex College, Assumption College and Windsor Teachers' College provided such service is continuous.

It is further agreed the new level of benefit (two percent – 2%) to be provided will be integrated with the Canada Pension Plan as it has been in the past. For purposes of explanation only, the approximate amount of annual retirement income to be received by an employee of the Employer will be determined using the following formula: Two percent (2%) of the average annual gross salary received by the employee during his/her sixty (60) highest consecutive months of earning prior to retirement multiplied

by the employee's years of credited service and integrated with the Canada Pension Plan.

If during the term of this Collective Agreement, it is determined as a result of an actuarial valuation or annual cost certificate that there is excess surplus (as defined by the Income Tax Act), the University and CAW-TCA and its Locals 195 and 2458 shall meet to determine how best to utilize the surplus that is attributable to CAW bargaining unit members. If the parties are unable to make a determination, the matter shall be referred to arbitration for final and binding determination.

- (b) There will be no mandatory retirement date for any employee whose sixty-fifth (65) birthday is on or after December 1, 2006.

For those employees who continue to work past the age of sixty-five (65), they will be afforded the full benefits of the current Collective Agreement pursuant to the master contract of insurance so long as such plan(s) permit.

19:05(a) The Employer agrees to provide the employees covered by this Agreement, with Workplace Safety Insurance.

- (b) The Employer agrees that members of the Bargaining Unit receiving Workplace Safety Insurance shall have the difference between such payments and ninety per-cent (90%) of their regular net pay (voluntary contributions excluded) paid by the Employer, provided said members are injured in the course of the performance of their duties as employees of the Employer.

19:06 Except as otherwise herein provided the foregoing payments shall be made by the Employer only so long as the employee is working under the terms of this Agreement.

19:07 The Employer agrees to provide reasonable work for those members of the Bargaining Unit who have received Workplace Safety Insurance Board wage payments as a result of an injury incurred while performing work for the Employer, and are subsequently disqualified by the Workplace Safety Insurance Board from receiving further wage payments. The employee shall make written application to the Employer for such work within thirty (30) days of official notice being received from the Workplace Safety Insurance Board that the employee is disqualified from further wage payments. The Employer must provide such work within thirty (30) days following receipt of an employee's written request. If an employee rejects the job of work made available by the Employer, the entire obligation of the Employer with reference to the within clause is terminated. It is agreed if the provided work is outside the Bargaining Unit, employees engaging in such work shall no longer be covered by the provisions of the within Contractual Agreement.

19:08 The Employer shall pay long service pay annually to every employee on the first regular pay day after December first of each year, based on continuous full-time service as of December 31st of each year as follows:

<u>Qualifications for Payment</u>	<u>Total Annual Payment</u>
Upon completion of five years and less than ten years service:	\$ 50.00
Upon completion of ten years and less than fifteen years service:	\$100.00
Upon completion of fifteen years and less than twenty years service:	\$150.00
Upon completion of twenty years service or more:	\$200.00

- 19:09 The Employer agrees to provide Green Shield Number 3 Prescription Plan coverage or identical coverage under another plan at a one dollar (\$1.00) co-pay for all retired members of the Bargaining Unit retiring at the age of 65 years and to pay 100% of the cost of such coverage on behalf of such retired employees.
- 19:10 Upon the death of an employee who retired at age sixty-five (65) years or over, the University agrees to continue the Green Shield Number 3 Prescription Plan coverage for the spouse.
- 19:11 The University agrees to provide coverage of all benefits under clause 19:01 on behalf of the spouse and children of an employee who dies in the service of the University. These benefits will be maintained until the death or legal re-marriage of the spouse, and dependent children to the age of twenty-one (21).
- 19:12 Retiree Benefits – Employees who retire and commence pension prior to his/her Normal Retirement Date, as defined in the Employees’ Pension Plan text, shall continue with benefits coverage as per Article 19:01 which were applicable at the time he/she retired until his/her Normal Retirement Date with all related premiums paid by the University. Upon attainment of the Normal Retirement Date, in addition to the benefits outlined in 19:09, retirees shall have the option of purchasing the University of Windsor Administrative Retirees benefits plan.**

ARTICLE 20 - DURATION AND TERMINATION OF COLLECTIVE AGREEMENT

- 20:01 This Agreement shall be binding and remain in effect from July 1, **2010** to June 30, **2013** and shall continue thereafter for an annual term of one (1) year unless either party notifies the other in writing not more than ninety (90) days and not less than forty-five (45) days prior to June 30, **2013** that it desires to amend or revise this contract.
- 20:02 Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiations for renewal or amendment of this Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to conclude a revised or new Agreement.

ARTICLE 21 - PROBATION

- 21:01 Any new permanent employee will be considered to be on probation and will not acquire seniority status until the employee has been employed for a period of ninety (90) calendar days within a consecutive eight (8) month period, at which time their seniority shall commence from the date of hiring. A successful probationary period shall give the employee seniority from the date of hiring. Provisions of the within agreement shall not apply to a probationary employee except such provisions as are expressly made applicable to such employee.
- 21:02 After completion of the probationary period as defined in clause 21:01 above, such employees shall be considered full-time employees within the Bargaining Unit and their names shall appear on the seniority lists and such seniority shall commence from the date of hiring.
- 21:03 The seniority date of an employee after forty-five (45) calendar days of intermittent employment shall be the date forty-five (45) working days prior to the date upon which the probationary period was completed.

ARTICLE 22 - BULLETIN BOARDS

- 22:01 The Employer agrees to the installation of **seventeen (17)** bulletin boards in the following locations: Chrysler Hall, Essex Hall, Maintenance Building, Education Building, Leddy Library, Faculty of Law, Dillon Hall, Erie Hall, Human Kinetics Building, Vanier Hall, Odette Building, C.A.W. Centre, Information Technology Services Building, School of Music Building, Toldo Building and the new Engineering Building **and the Medical Building**.

ARTICLE 23 - TUITION REMISSION

- 23:01 In those cases wherein a University Department Head directs, and the Executive Director of Human Resources, or their delegate of the University approves that an employee take a course when the subject matter is directly related to the employee's job of work, the Employer agrees the employee shall suffer no loss of pay while enrolled in such course. The Employer further agrees to pay tuition and other reasonable expenses related to the said course. For the purposes of this clause and none other, the term "job related course" refers to a course of instruction which the employee must, in the opinion of the Executive Director of Human Resources, or their delegate, complete in order to do the employee's existing job of work.
- 23:02 Tuition Remission:
- (a) Full-time employees employed within the Bargaining Unit described in Article 3 of the Agreement and, with the employee's written consent, their dependent(s) and legal spouse are eligible for free tuition for credit courses approved by the Senate of the University of Windsor, provided such course(s) are taken outside the employee's scheduled working hours. Dependents are defined as children under the Income Tax Act or children not over the age of twenty-six (26) to whom the employee provides regular financial support.
 - (b) Employees receiving benefits under the Long-Term Disability Plan, their

legal spouse and dependents, the legal spouses and dependents of employees who die in the service, and employees who retire from the University of Windsor and their spouses and dependents shall also continue to enjoy the benefit of free tuition for credit courses approved by the Senate of the University of Windsor. Dependents are defined as children under the Income Tax Act or children not over the age of twenty-six (26) to whom the employee provides regular financial support.

- (c) All applications for tuition remission shall be submitted in writing to the Executive Director of Human Resources for approval or a designates' approval.

23:03 Bargaining Unit employees who are enrolled for classes at the University may apply to the University of Windsor Student Alliance (UWSA) to have that portion of their incidental semester fees which go toward the Drug Plan Benefit reimbursed.

It is further understood by the parties that the University will waive the incidental semester assessment for the Health Levy, Recreation Levy and the C.A.W. Centre Levy.

ARTICLE 24 - COPIES OF THE AGREEMENT

24:01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. The Union and the Employer shall share the cost of printing the Agreement in the Employer's Document Imaging Centre.

ARTICLE 25 - GENERAL

25:01 All references to "she" throughout the agreement, where such reference is to a member of the Bargaining Unit will be changed to "the employee".

25:02 It shall be the obligation of each employee covered under the terms of this agreement to inform the Department of Human Resources of the University, in writing, of their current residential address and telephone number.

25:03 C.A.W. PAID EDUCATION LEAVE (PEL)
The Employer agrees to pay into a special fund, one cent (\$0.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employees' skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the Employer to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R. R. #1, CAW Road 25, Port Elgin, Ontario N0H 2C3.

The Employer further agrees that members of the Bargaining Unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

25:04

C.A.W. SOCIAL JUSTICE FUND (SJF)

The Employer agrees to pay a one (1) time lump sum payment of two thousand five hundred (\$2500.00) dollars for the purpose of contributing to the CAW - Social Justice Fund for the lifetime of the collective agreement. The fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non governmental relief and development organizations. Such monies are to paid on a one (1) time basis into the fund established by its Board of Directors and sent by the Employer to the following address:

C.A.W. Social Justice Fund
205 Placer Court
Toronto, Ontario
M2H 3H9

ARTICLE 26 - EMPLOYEE PEER ASSISTANCE COMMITTEE

26:01

The parties recognize that employees at some point in time may need assistance and that the requirement for assistance is a very human and natural need. It is further recognized that at times such as these, a person's work performance may be affected. As such, the University provides an EAP Program for employees of the University of Windsor.

In recognition that employees may wish to consult with their peers on matters related to the need for assistance, an Employee Peer Assistance Committee comprised of members of C.A.W. Local 2458 (Full-time Office and Clerical Unit), will be available for this purpose.

The objective of the Committee will be met by supplying information and intervention procedures to assist employees. This may involve referrals to the University's EAP provider or other local social service agencies. Emphasis will be placed on strict confidentiality for those being assisted.

ARTICLE 27 - PROTECTION OF INTERESTS

27:01

It is the declared intention of the parties hereto to provide for the job security of the employees covered by the term of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Windsor in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. In consideration thereof, the parties hereto agree as follows:

- (a) The Employer agrees there will be no contracting out of any Bargaining Unit work to the extent that no Bargaining Unit employee who was employed by the Employer before July 1, 2010 and has completed their probationary period, shall be laid off by reason of the Employer contracting out the work being performed by such employee at the time of the contracting out.
- (b) No job currently performed by a Bargaining Unit member will be reclassified as a Non-Bargaining Unit job or as another Union's job as a direct or indirect result of a technological change.

ARTICLE 28 – TECHNOLOGICAL CHANGE

- 28:01 For the purposes of this Article, technological change means the introduction or addition of equipment, machine or instruments or the modification thereof which has an impact on the operations of a department.
- 28:02(a) Any technological change made which has the effect of reducing the hours of operation, eliminating a job, job classification or position, creates a lay-off, or results in a demotion for one or more employee(s) shall be discussed with the Union two (2) months prior to the implementation of the technological change.
- (b) The Employer shall provide the Union with the following:
- (i) the nature of the technological change;
 - (ii) the date on which the Employer proposes to implement the technological change;
 - (iii) the approximate number, names, and positions likely to be affected by the technological change;
 - (iv) the effect that the technological change may have on the employee's terms and conditions of employment;
 - (v) to the extent available, information will be provided about the number of new positions/classifications to be created as a result of the technological change.
- (c) The parties agree that introduction of new software is not considered technological change. With the introduction of new software, training will be provided to the affected employee(s).
- 28:03 Where new or greater skills are required than are already possessed by the affected employee(s) under the present methods of operation, such employee(s) shall be given a period of training, during which they may perfect or acquire the skills necessitated by the new method of operation.
- 28:04 The Employer will assume the cost of training and defray the costs of out-of-town travel for such training in accordance with the University's existing travel policy. There shall be no reduction in wage or salary rates during the training period of any such employee(s). Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 28:05 Employee(s) with one (1) or more years of continuous service who are subject to layoff or demotion under conditions referred to above, will be given notice of the impending change in employment at the earliest reasonable time in accordance with the provisions of Article 9.

ARTICLE 29 - HEALTH AND SAFETY

- 29:01 The University recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the

Occupational Health and Safety Act. R.S.O. 1990, and its accompanying regulations as minimum acceptable standards including but not limited to:

1. Joint Health and Safety Committee (s.9 of OHSA)
2. Employer Duties (s.25,26 OHSA)
3. Right to Accompany Inspectors (s.54 (3))
4. Right to Refuse Unsafe Work (s. 43)
5. Dangerous Circumstances (Part V, s.44, 45, OHSA)

The Employer and the Union agree to abide by the regulations and obligations as noted in the OHSA and to this end the parties hereto agree that the safety of the employees, students and visitors to the campus of the University of Windsor and the protection of the Employer=s facilities and equipment is a matter of prime concern. The Employer representatives which include Managers, Supervisors, Deans, Directors, Chairs, etc., are accountable for the safety of the workers within their area, for compliance with the statutory and university requirements, and are required to support the University Central Safety Committee. Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their supervisors. Further the parties acknowledge and agree that the institution and maintenance of appropriate safety measures is a proper subject for consideration at meetings between the Union Administrative Committee and the Employer and matters relating thereto may be placed upon the Agenda for meetings thereof, as and when it is considered appropriate to do so.

29:02

Right to Refuse

An employee has the right to refuse unsafe work in accordance with the Act.

29:03

Certified Health and Safety Workers

Certified Health and Safety Workers shall have the powers and responsibilities as specified in the Act.

29:04

Union Health and Safety Representatives

One (1) member (and one (1) alternate) of the Bargaining Unit shall be members of the University Central Safety Committee **and will be certified**. Meetings, inspections, and University sponsored or approved safety seminars are held during working hours, the employee shall suffer no loss of pay or benefits. The Union shall notify the Employee Relations Manager of the name of its appointee and the alternate.

29:05

University Central Safety Committee

(a) The parties agree that there will exist a Joint Health and Safety Committee ("University Central Safety Committee" or "UCSC").

(b) The UCSC shall:

- (i) make recommendations in the development of health and safety policies and programs;
- (ii) consider and expeditiously dispose of matters concerning health and safety raised by members of the committee;
- (iii) participate in critical injury investigations and inspections pertaining to occupational health and safety;
- (iv) co-operate with Ministry of Labour Inspectors;

- (v) **forward all** recommendation to the Vice President, Administration and Finance.
- (c) The UCSC may request, from the Employer, information necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities in the workplace.
- (d) As per the Act, the UCSC has access to all government and Employer studies and tests relating to the health and safety of employees in the workplace.
- (e) The UCSC meets on a quarterly basis during regular working hours, and if other meetings are necessary the committee shall meet as required during regular working hours or outside those hours.
- (f) The UCSC will be structured in accordance with the Act and its members will have the power and authority specified therein. There shall be at least the same number of Worker Members as Management Members at the UCSC meetings.
- (g) The Employer shall ensure that minutes are taken of all UCSC meetings and that copies are provided to all members of the Committee. Administrative Support for the Committee shall be provided by the Employer.

29:06

Education and Training of UCSC Members

- (a) The Employer agrees to pay the costs for certification training of employees appointed to the UCSC.
- (b) Unless otherwise agreed by the Parties, employees once appointed and upon request, will be provided with access to the first locally available core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees who are denied the first locally available core certification training program shall take the next available training.
- (c) **The Employer will agree in a side letter that once during the term of the collective agreement the bargaining unit member of the UCSC will be permitted to attend the one (1) week CAW Health and Safety course at the CAW Family Education Centre in Port Elgin. The Employer will continue the employee's wages for any lost time to attend the course as well as pay for any reasonable per diem meal, travel, registration and accommodation costs to a maximum of twenty five hundred dollars (\$2,500.00).**

29:07

Education & Training

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions, and is informed by his/her supervisor of any safety hazards known to the Supervisor and is provided with any necessary safety equipment. Moreover, it is incumbent upon employees to report to their supervisors safety hazards known to them and the Employer will investigate the situation and take appropriate action.

- (b) All employees will receive WHMIS training and any other training deemed necessary by the Manager of Occupational Health and Safety and in consultation with the University Central Safety Committee.
- (c) All education and training for employees will be arranged by the Manager of Occupational Health and Safety and the University Central Safety Committee.

29:08 Disclosure of Information

- (a) Material Safety Data Sheets (MSDS) are provided online through the Chemical Control Center (CCC) website (www.uwindsor.ca/ccc).
- (b) The Employer shall disclose information in accordance with the Act.

29:09 No Disciplinary Action

No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Occupational Health and Safety Act, its regulations and codes of practice and environmental laws, regulations or codes of practice.

29:10 Accident and Incident Investigations

- (a) Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances into the air, earth or water systems must be investigated.
- (b) The Employer shall immediately notify the Ministry of Labour of all critical injuries.
- (c) The Employer shall immediately notify the Ministry of the Environment of all incidents involving a release of harmful substances into the air, earth or water systems.
- (d) Accident and incidence investigation reports shall conform with information required under the Act.

29:11 Right to Accompany Inspectors

- (a) The appropriate Union Co-chair or alternate shall be allowed to accompany government inspectors (Health and Safety or Environment) on an inspection tour and to speak with the inspector.
- (b) The Employer shall give a copy of the reports or any other written documents received from the Inspector to the appropriate Union Co-chair and to the UCSC.
- (c) The Employer shall give a copy of any replies to such reports or documents to the appropriate Union Co-chair and to the UCSC.

29:12 Access to the Workplace

The Union will notify the Employer of the attendance of the CAW-Canada and/or CAWLocal 2458 Health and Safety representative one (1) day in advance of

attending to the Employer's premises if asked to attend meetings of UCSC, or for assisting in, inspecting, investigating or monitoring the workplace.

29:13

Ergonomics

(a) The Employer will ensure that all efforts will be made to address ergonomic needs on a priority basis and work toward improving the workplace, workstation or tool to fit the employee.

A determination of the need for adjustable chairs with the terms of reference determined by the parties, will be made as the need arises by the Union Health and Safety Representative or their alternate and the Manager of Occupational Health & Safety or designate.

(b) If an ergonomic assessment determines that a work station needs to be adjusted, such adjustment(s) shall occur.

29:14

Working Alone

When an employee expresses a reasonable concern in connection with assignments in locations where they may feel unsafe, the employees will be required to bring their concern forward for review, to the Worker and Employer Representatives.

29:15

Protective Clothing & Equipment

The Employer agrees to pay 100% of the cost of one pair of safety shoes during each year of the Collective Agreement as designated by the Manager of Occupational Health & Safety.

The Employer agrees to provide four (4) raincoats for Distribution Clerks working in Distribution Services who are required to deliver mail. It is understood the raincoats shall remain the property of the Employer and remain on the Employer's premises.

The Employer agrees to provide one (1) winter coat to each Distribution Clerk working in Distribution Services who are required to deliver mail, for the life of the Collective Agreement.

29:16

Visual Display Terminals (VDT=s)

(a) The Employer agrees that employees who spend the majority of their time operating Visual Display Terminals will be eligible for an eye examination once each calendar year paid for by the Employer.

29:17

Temperatures

In situations where the temperature in the workplace is below 18 degrees Celsius or 64.4 degrees Fahrenheit, the provisions of Article 14:08 will apply. The employees will be directed by their supervisor to either the CAW Centre or Vanier Hall.

In situations where the temperature in the workplace is above 31 degrees Celsius or 87.8 degrees Fahrenheit, the department head or his/her designate will provide relief for the employees working within the area. Relief could be, but is not limited to, providing fans, cold liquids, additional rest periods, moving employees to a cooler area where possible, etc.

29:18

WSIB

Pending the payment of Workplace Safety and Insurance Board (WSIB) benefits, an employee absent from work due to an injury or illness that may be the subject of the WSIB claim will have his/her salary continued by the Employer. In the event that a claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to the University.

29:19

Joint Return to Work

- (a) The Employer and the Union recognize that an early return to productive employment at the appropriate time can assist ill or injured workers in achieving rehabilitation and allow them to maintain their personal dignity and financial stability.
- (b) The Employer and the Union recognize that the Workplace Safety Insurance Board legislation and the Ontario Human Rights Code place an onus on the Employer to accommodate injured and ill workers in a position where they will be treated with dignity and respect.
- (c) The Employer will make every reasonable effort pursuant to the provisions of the Ontario Human Rights Code and, where appropriate, WSIB legislation, to accommodate employees coming within the scope of this agreement with suitable alternate temporary employment by reviewing, and if necessary, modifying their regular duties.
- (d) In order to accommodate an employee said employee=s pre-injury position will be considered for modification. The goal will be to return the injured/ill worker to the essential duties of the pre-injury job. Modified work is temporary employment of a light or modified nature, calculated to assist in returning the employee to full regular duties. Such modified work is considered transitory by its nature and, although without formal time limits, it is generally anticipated that the worker will return to his/her usual job functions in the near future.
- (e) Upon receipt of medical documentation indicating the employee's ability to return to work, the employee will meet with the representative from the Occupational Health and Safety Office, the Employee Relations Manager or designate, the employee's direct Supervisor and the Union Administrative Committee Member to discuss the employee=s return to modified duties. **There will be no offer of modified work until such time as medical documentation has been received.** The parties recognize the importance of confidentiality of an employee's health information.
- (f) Where the employee has sustained a work related injury, the employee shall be required to co-operate with the Employer as prescribed by the Workplace Safety and Insurance Board.
- (g) The application of this Article will be pursuant to the Ontario Human Rights Code or WSIB Legislation as the case may be. Where there is a conflict between this Article and the relevant legislation, the provisions of the legislation will prevail.

ARTICLE 30 - JOINT JOB EVALUATION COMMITTEE

30:01 The process of job evaluation shall operate in accordance with the following terms and conditions:

- a) There shall be a committee for Job Evaluation consisting of four (4) members appointed by the Executive Director of Human Resources, plus two (2) alternates, and four (4) members appointed by the Union, plus two (2) alternates.
- b) The evaluation of a position will be conducted by two (2) representatives of management and two (2) representatives from the Union. A representative from the Union and Management will act as Co-chairs at each meeting.
- c) The Employer has the right to determine and assign work to reflect such assignments as, writing new job descriptions or revising existing job descriptions further to its right to direct the workforce.
- d) All members and alternates of the JJEC shall be granted paid release to attend to the business of the JJEC including Hay evaluation training, as required.
- e) The scheduling of JJEC members will be done on a rotating basis such that all members will be required to sit on at least 50% of the meetings.
- f) The JJEC shall specify in writing, its criteria for deciding whether changes in position duties are substantial. It is agreed that an evaluation will not be necessary if the following occurs:
 - § adding a larger amount of a difficult task and deleting the frequency of performance of an easier one could affect the character of the job. In this regard added performance of higher skill must be more than incidental and infrequent.
 - § an increase in work load as such will not provide a sufficient basis to warrant an upward adjustment in job points; similarly a decrease in workload does not support a downward adjustment.
 - § the introduction of new equipment is not in itself enough to require an adjustment in job points except where the change in operations requires the employee to perform different work functions demanding greater skill.
- g) The decision of the JJEC shall be by consensus. All members of the JJEC are to exercise their individual judgment that is free from bias.
- h) The decision of the JJEC shall be communicated to the applicant, the applicant's immediate supervisor, and the Union and shall not be subject to the grievance and arbitration process under the Collective Agreement.
- i) The parties agree that it is not the role of the JJEC to resolve disagreements between management and the employee (s) regarding the content of a job and whether the job warrants re-evaluation.

- j) Should the employee and the supervisor be unable to come to an agreement on the duties within the position description through discussion, the parties should contact the Union and the Employee Relations Manager.
- k) If agreement is still not achieved on the duties within the position description, the parties have the ability to access the grievance procedure for a resolution as per Article 11.
- l) It is agreed by the parties that the Employee Relations Manager or designate's review of position descriptions is for content, structure and primarily to ensure duties are not being assigned that would result in exclusions as per subsection 1(3)(b) of the Ontario Labour Relations Act , 1995.
- m) **The retro-activity date of an employee's request for job re-evaluation will be the date on which the employee/supervisor submits their original request to the Department of Human Resources. Should the employee not submit a revised job description and summary of duties to Human Resources after three (3) months, the request will be considered withdrawn.**

30:02

The procedure for evaluating a newly created position will be as follows:

- a) In the case of newly created positions, job descriptions shall be written by the Dean/Department Head/Manager/ Supervisor and submitted to the Employee Relations Manager or designate for review who will convene a meeting of the JJEC.
- b) Such positions will be evaluated by the JJEC and a classification established. In the event the evaluation determines that new classification needs to be created, the provisions in Article 14.10 apply.
- c) The Dean/Department Head/Manager/Supervisor will attend the evaluation meeting to answer questions of the JJEC related to the duties of the new position. The JJEC shall evaluate the position to determine its appropriate point value before the position is posted.
- d) Such final decision by the JJEC shall be binding on the Employer and the Union until the employee has been in the position for twelve (12) months.
- e) The position description shall be reviewed by the incumbent and the immediate Supervisor once the incumbent has been in the position for twelve (12) months. This review will enable both parties to determine if the job description accurately reflects the duties that have been performed by the incumbent.
- f) In the event, this review determines that the position duties have changed, the job description signed by both the incumbent and immediate supervisor will be sent to the Employee Relations Manager or designate for review prior to convening a meeting of the JJEC to re-evaluate the position.

- g) If the position is evaluated at a higher classification level, the higher salary level will apply, retroactively to the date of hire, or the date that can be clearly established on which the duties came into effect, whichever is later.
- h) In the event, the JJEC determine that the evaluation of the position is two (2) or more classifications higher, the position will be posted and the provisions of Article 10 will apply. Further, the incumbent will be afforded his/her rights in Article 9 and will be considered for bumping at the level they were hired at, not the re-evaluated level.

If the position is evaluated at a lower classification level, the employee shall not suffer loss of wages.

30:03 The procedure for re-evaluation of existing position descriptions will be as follows:

- a) Requests for re-evaluation of position descriptions shall be in writing with a copy to the immediate Supervisor and will be submitted in the first instance, by the applicant, to the Employee Relations Manager or designate, for review prior to convening the Committee to evaluate the job description.
- b) The incumbent and/or supervisor will have five (5) working days after the receipt of the re-evaluation to request reconsideration. The re-evaluation of a position may be appealed to the "Appeals Committee" composed of the members of the JJEC who did not hear the initial re-evaluation.
- c) Not more than once during the life of this Collective Agreement, may an employee submit a request for re-evaluation of their position. The revised job description and a summary of changes must be submitted to the Employee Relations Manager or designate for review prior to convening a meeting of the JJEC.

30.04 In all cases, the Union shall receive copies of the final position descriptions and their evaluations as well as on a monthly basis, the copies of minutes of the JJEC meetings, rating notes and other relevant correspondence.

ARTICLE 31- PAY EQUITY MAINTENANCE

31:01 The Union and the Employer acknowledge their ongoing responsibilities under the Pay Equity Act to:

- a) establish and maintain compensation practices that provide for pay equity in accordance with Section 7 of the Pay Equity Act;
- b) ensure that the Pay Equity plan between the parties is appropriately amended to reflect any change of circumstances which subsequently render the Plan to be no longer appropriate within the meaning of the Act.
- c) ensure that pay equity is maintained for new and existing job classifications; and

- d) disclose relevant information to pay equity issues.

31:02 The parties shall meet once per year to jointly review the Pay Equity Plan and update it as necessary.

ARTICLE 32 – NEW EMPLOYEE ORIENTATION

32:01 The Employer will send a letter to all Department Heads emphasizing the need to thoroughly orient new employee(s) to their department. The orientation should take the form of ensuring that employee(s) are introduced to fellow staff, familiarization with the department procedures and routines and in general made to feel welcome and comfortable in their new surroundings.

32:02 (a) At the time of signup with Human Resources, the Employer shall provide each new employee with a list of the names of the Union Committee Members and the Union Chairperson, and their phone number and campus mail address, as supplied by the Union.

(b) New employees shall be entitled to one (1) hour without loss of pay or benefits, for the purpose of attending a Union Orientation Session. This meeting will be held from 2:00pm - 3:00pm on the first Friday of February, June or October of each calendar year, at a location to be determined by the Union.

(c) The Employer shall schedule new employees to attend the earliest available Session and the employee is required to attend.

(d) New employees shall confirm their attendance with their supervisor. Permission will not be denied by their supervisor.

(e) Release time for the Union Chairperson or Committee Person will not be denied.

ARTICLE 33 – LABOUR/MANAGEMENT RELATIONS

33:01 The parties agree to a progressive approach to Labour/Management Relations that aims to maximize the success of the University of Windsor. As a result, the parties recognize the adherence to the Collective Agreement benefits the members, the Union, Management and the University as a whole.

Further, the parties recognize the mutual benefits to be derived from joint discussion and consultation and agree to establish a Labour/Management Committee.

33:02 This Committee will attempt to foster communications and working relationships in practice and to maintain a spirit of mutual cooperation and respect.

33:03 The Labour/Management Committee will be comprised of three (3) Union Representatives of whom one shall be the Union Chairperson and three (3) representatives of the Employer, of which two (2) shall be the Executive Director of Human Resources and the Vice President, Administration/Finance.

- 33:04 A representative of each party shall be designated Co-Chairs, and the two persons so designated shall alternate in presiding over meetings.
- 33:05 The Committee shall meet at least once every quarter and at other times as mutually determined. The parties may mutually agree to cancel any scheduled meeting.
- 33:06 The Employer will provide administrative support for the Committee to prepare minutes and circulate notices.
- 33:07 An agenda of matters proposed to be discussed will be exchanged at least seven (7) calendar days prior to the scheduled meeting. The committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement or deal with grievances.

ARTICLE 34 – WOMEN’S ADVOCATE

- 34:01** The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional **such as** doctor, lawyer, professional counsellor, a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employee(s) to subvert the application or otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to report.

Further, the parties agree to recognize one (1) female CAW 2458 F/T member who shall be called upon to be the Women’s Advocate. Upon obtaining permission from her Supervisor/Manager to leave (permission will not be withheld), the Women’s Advocate will meet with the member who is experiencing an abuse situation **or personal crisis** as required, discuss problems with them and make necessary referrals. The Employer agrees to provide a confidential phone line that employees can access to contact the Women’s Advocate and a private room in which to meet.

The Women’s Advocate will submit an annual report on July 1st to the Employer and the Union.

The Employer will allow without loss of regular pay and benefits up to a maximum of five (5) days for the Women’s Advocate to participate in the initial training program and a maximum of three (3) days for the annual refresher training provided by CAW-Canada. The Union will be responsible for the payment of registration where necessary, travel, lodging and all other related expenses. In advance of the Women’s Advocate being released from her duties for training purposes, the Union will provide the Employer Relations Manager/designate with the annual training agenda/schedule.

Attached hereto and forming part of the Collective Agreement are the following Letters of Intent, Memorandum of Agreement, and Letters of Understanding:

Letter of Intent Re: Bi-Weekly Payroll
Letter of Intent Re: Twelve Hour Shift
Letter of Understanding Re: IT Services Schedule
Letter of Understanding Re: Mandatory Drug Testing
Letter of Understanding Re: Bomb Threats
Letter of Understanding Re: Mail Carts
Letter of Understanding Re: Employment Equity
Letter of Understanding Re: Summer Hours
Letter of Understanding Re: Disability
Letter of Understanding Re: OSAP/Work Study Student Employment
Letter of Understanding Re: Protection of Interests
Letter of Understanding Re: Observance – Minute of Silence
Letter of Understanding Re: Training and Professional Development
Letter of Understanding Re: Testing
Letter of Understanding Re: “Higher Edge”
Letter of Understanding Re: Pension Plan
Letter of Understanding Re: Payroll Practices
Letter of Understanding Re: EI Premium reduction
Memorandum of Agreement Re: Pension Contributions

LETTER OF INTENT REGARDING BI-WEEKLY PAYROLL

The University agrees to administer the bi-weekly payroll with the following understanding:

- 1) There will be a hold-back period of 4 days. Thursday pays will reflect work up to and including the previous Sunday. **In the event there is a holiday on the Monday, the pay day will remain on Thursday. However, it is understood that employees whose pay is calculated by time cards may only receive their regular, anticipated pay on Thursday, with the necessary adjustments being made the next pay date.**
- 2) Bi-weekly represents 10 working days.
- 3) **The Employer will provide electronic pay stub statements and provide all employees access to a computer and a printing device.**

LETTER OF INTENT - TWELVE HOUR SHIFT

Article 1 - Duration and Termination

This Agreement is made between the University of Windsor and C.A.W. Local 2458 (Full-time Office & Clerical Unit) and shall be in effect for the length of the existing contract.

Article 2 -Employees Covered by this Agreement

All Junior Computer Operators and Senior Computer Operators employed within Computing Services shall be covered by this Agreement.

Article 3 - Hours of Work

The regular working period under this Agreement shall be determined by the Operations Supervisor. The Operations Supervisor is entitled to compose a six week cycle containing combinations of twelve (12), nine (9), and eight (8) hour shifts such that the total cumulative hours shall not exceed 210 hours per employee for the said six week cycle/schedule; the said reference to 210 hours shall be exclusive of scheduled lieu time.

The twelve (12) hour Computer Operator shift shall include a twenty (20) minute rest period in the first half of the normal day's work, a thirty (30) minute rest period in the second half of the normal day's work and a sixty (60) minute unpaid lunch hour. The eight (8) and nine (9) hour Computer Operator shift shall include a fifteen (15) minute rest period in the first half of the normal day's work, a fifteen (15) minute rest period in the second half of the normal day's work and a sixty (60) minute unpaid lunch hour. Thirty (30) days notice is required for shift start time changes.

Article 4 - Overtime

- (a) Authorized overtime in excess of scheduled working periods as outlined in Article 3 of this Agreement or on scheduled days off will be compensated for in accordance with the overtime provisions in Article 14 of the Collective Agreement between C.A.W. Local 2458 (Full-time Office & Clerical Unit) and the University of Windsor. The foregoing shall not result in a pyramiding of overtime payments. The 210 hours will be adjusted by seven (7) hours for every holiday falling within the six week cycle.
- (b) Overtime calculations for a day off on a holiday will be calculated as overtime of seven (7) hours or seven (7) hours off at a later date mutually agreeable to the employee and the Employer.
- (c) It is clearly understood that the overtime rate will be paid for all hours worked in excess of the scheduled hours in any one day and for all hours worked on regularly scheduled days off, except when attending the Operations Meeting.
- (d) Once every six (6) week period, an Operator will work 45 hours per week. This extra hour is to attend the Operations Meeting.

Article 5 - Breaks

Lunch breaks and rest periods will be prorated as per the current Collective Agreement and as set forth in Article 3 above.

Article 6 - Relief and Notice of Absence

- (a) Employees covered by this Agreement will remain working for a period of up to four (4) hours should their relief fail to report to work.
- (b) Employees will, except for emergency situations, inform the University (Supervisor) as much in advance of the commencement of their shift, as is possible, if they are unable to report to work.
- (c) Existing practices concerning staffing during vacations, lieu time, illness, and leave with or without pay shall continue.

Article 7 - Vacations

Vacations will be based upon the hourly equivalent of the number of days applicable under Article 16 of the Collective Agreement.

Article 8 - Scheduling Lieu Time and Vacations

- (a) Requests for lieu days and vacation days will be granted by mutual Agreement.
- (b) A hard copy of requests for time off shall be provided by the employee. Following approval or denial, a copy shall be returned to the employee.
- (c) Scheduled lieu accrued or expected to be accrued, shall be taken within the six week schedule.
- (d) Scheduled lieu days shall be taken in blocks of one day.
- (e) Scheduled lieu time shall be requested within the first three (3) weeks of the six (6) week schedule by the employee. The Employer will schedule the employees scheduled lieu during the second three (3) week period.
- (f) When scheduled lieu is being earned, an additional hour will be scheduled for the Operator meeting in order to obtain twenty-two (22) hours of scheduled lieu.
- (g) Accumulated lieu is not to accumulate to more than ninety-nine (99) hours. For purposes of Article 10, Accumulated lieu shall mean 'earned time off to be taken at a later date instead of receiving overtime pay'. Scheduled lieu shall mean "the time off earned or to be earned during each six week cycle/schedule".

Accumulated lieu and Scheduled lieu are mutually exclusive.

Article 9 - Holiday Pay

If a member works a holiday, the member will be paid, in addition to the holiday pay, for the number of hours worked at the double time rate. If the member does not work the holiday, only seven (7) hours of the holiday will be considered for the purpose of computing the employee's entitlement of overtime pay.

Article 10 - Shift Premiums

Shift premiums will be paid based upon the times worked and will be paid at the current shift premium rate. Operators working the day shift will be paid from sixteen hundred (16:00) hours to twenty hundred (20:00) hours at the afternoon rate. Operators working the night shift will be paid from twenty hundred (20:00) hours to twenty-three fifty- nine (23:59) hours, which is considered to be four hours, at the afternoon rate. The operators will be paid from zero zero zero one (00:01) hours to eight hundred (08:00) hours which is considered to be seven hours (eight hours less one hour for lunch) at the midnight rate. The weekend shift premium will begin at zero zero zero one (00:01) hours on Saturdays, and end at twenty-three fifty-nine (23:59) hours on Sundays. Operators working the nine (9) hour shift will be paid for hours worked between sixteen hundred (16:00) hours and twenty hundred (20:00) hours at the afternoon premium rate and for hours worked between zero zero zero one (00:01) hours and eight hundred (08:00) hours at the midnight rate. Operators working the eight (8) hour shift will be paid for hours worked between sixteen hundred (16:00) hours and twenty hundred (20:00) hours at the afternoon premium rate and for hours worked between zero zero zero one (00:01) hours and eight hundred (08:00) hours at the midnight rate.

Article 11 - Switching of Shifts

If a switch is mutually agreed upon, both employees must then work the agreed upon switched shift. Booking off, following the Agreement of switched shift, shall not be allowed without approval from the Employer. This shall not be considered as switching shifts to avoid overtime as it is a request made by an operator to an operator.

LETTER OF UNDERSTANDING
RE: IT SERVICES SCHEDULE

The parties agree to meet within thirty (30) days of ratification to discuss the IT Services Schedule. If the parties cannot mutually agree on a proposed schedule, the issue will be sent to binding arbitration.

The Employer will provide the Union with one (1) year's notice of any change to the IT Computer Operators schedule.

LETTER OF UNDERSTANDING
RE: MANDATORY DRUG TESTING

The University agrees that it will not implement any policy requiring mandatory drug testing of Bargaining Unit employees, nor will it require any Bargaining Unit employee to take part in any mandatory drug testing, unless the safety of the employee, fellow employees, students, or the general public is in jeopardy. Any such testing will be consistent with guidelines prescribed by the Ontario Human Rights Commission.

LETTER OF UNDERSTANDING
RE: BOMB THREATS

The University policy on bomb threats will be conveyed to all Local 2458 (Full-time Office & Clerical Unit) employees by their respective academic/administrative heads.

LETTER OF UNDERSTANDING
RE: MAIL CARTS

The parties agree that the Manager of Health and Safety will inspect the existing mail carts with respect to their safe operation and may make such recommendations as are necessary to correct the identified safety problems.

LETTER OF UNDERSTANDING
RE: EMPLOYMENT EQUITY

The parties agree to participate in the Joint University-wide Employment Equity Co-ordinating Committee (consisting of representatives from CAW, Local 2458, CAW, Local 2458-Engineers, CAW, Local 2458 Part Time, C.U.P.E. Local 1393, C.U.P.E. Local 1001, C.U.P.E. Local 4580 (GA/TA), C.A.W. Local 195, W.U.F.A., and Non-Union Administration) to address issues concerning employment equity at the University of Windsor. The parties also agree to proceed with the University of Windsor's Employment Equity Plan, in accordance with the Federal Contractors Program. Decisions of such Committee/Subcommittees must be ratified by each individual constituency as applicable (CAW, Local 2458, CAW, Local 2458-Engineers, CAW, Local 2458 Part Time, CUPE Local 1393, CUPE Local 1001, C.U.P.E. Local 4580 (GA/TA), CAW Local 195, W. U.F.A., and Non-Union Administration).

LETTER OF UNDERSTANDING
RE: SUMMER HOURS

The parties agree to a Voluntary Summer Hours Schedule with it being clearly understood that the decision to participate or not participate in a Summer Hours schedule will be at the discretion of the Deans, Department Heads, Executive Directors and Administrative Heads. Reasons for non-participation by any particular department will be given by the Executive Director of Human Resources to the Chairperson. Non-participation in Summer Hours is not grievable.

The guidelines are as follows:

- (a) **WHEN:** Summer Hours will commence on or about mid June and end mid August during each year of the Collective Agreement with possible exceptions as may be designated after review by the Chairperson and the Executive Director of Human Resources.
- (b) Summer Hours will not apply during the weeks where statutory holidays fall, i.e. Victoria Day, Canada Day and Civil Holiday.
- (c) No reduction in 35 hours worked. Those employees involved in the Summer Hours Schedule shall still perform 35 hours of work per week. Any employee who wishes to remain with a 5-day, 7 hours schedule may continue to do so.
- (d) In compliance with the Employment Standards Act, employees must take a rest period of 15 minutes, morning and afternoon as well as a minimum of 30 minutes for lunch.
- (e) **OPTIONS:** There will be no imposed hours schedule. Different departments could determine within the aforementioned framework and criteria, a summer hours option that suits their operation.

LETTER OF UNDERSTANDING
RE: DISABILITY

The definition of "disability" shall be that as contained in the insurance policy dated July 1, 1993, issued by Great West Life and shall be effective July 1, 1996. Moreover, any difference in the interpretation, application, and administration of the insurance program between the Collective Agreement and the Insurance Policy that may occur will be resolved in favour of the contract of insurance.

LETTER OF UNDERSTANDING
RE: OSAP/WORK STUDY STUDENT EMPLOYMENT

The parties recognize the importance of the OSAP/Work Study Program and agree that OSAP/Work Study students will not perform Bargaining Unit work in departments where members of the Bargaining Unit are on lay off.

The parties agree that where OSAP/Work Study students are performing secretarial/clerical work in departments where members of this Bargaining Unit are employed, the total hours of work available for the employment of those OSAP/Work Study students will not exceed 15% of the total regularly scheduled annual hours of the entire Bargaining Unit.

LETTER OF UNDERSTANDING
RE: PROTECTION OF INTERESTS

Work of the Bargaining Unit

During the 2004 negotiations the parties discussed at length the concern regarding the performance of Bargaining Unit work, and the erosion of the Bargaining Unit.

The parties agree that when there may be concerns regarding non Bargaining Unit employees performing work of the Bargaining Unit, the Union Chairperson shall notify the employee Relations Manager and if necessary, meet to review the concern and implement the appropriate action.

It is agreed that Supervisory and/or other personnel on the staff of the University, or employed by another firm or corporation employed by the University shall not undertake work normally performed by members of the Bargaining Unit except in the case of emergencies beyond the control of the Employer, or for the purpose of giving instruction.

The parties agree that the assignment of Temporary Employees in accordance with Article 3:02 (f) and (g) will not constitute a breach of this provision. Furthermore, OSAP and Work Study students employed pursuant to and in accordance with the provisions of the Letter of Understanding titled "Letter of Understanding Regarding OSAP/Work Study Student Employment" attached to this agreement will likewise not constitute a breach of this provision.

Employees who are excluded from the Bargaining Unit and who perform clerical/secretarial/office duties considered incidental to their position or in conformance with past practice, are not considered in breach of this agreement.

LETTER OF UNDERSTANDING
RE: OBSERVANCE - MINUTE OF SILENCE

- 1) The Employer agrees to continue to recognize that employees will observe one (1) minute of silence at 11:00 am on December 6th of each year in observation of the women killed in the Montreal Massacre.
- 2) National Day of Mourning

Every year on April 28th, at 11:00 a.m., one (1) minute of silence will be observed in memory of workers killed or injured on the job.

LETTER OF UNDERSTANDING
RE: TRAINING AND PROFESSIONAL DEVELOPMENT

The Employer recognizes the importance of a well trained workforce and acknowledges the organizational and individual benefits derived through learning, skills training and professional development. The Parties recognize their joint commitment to active participation in training and professional development opportunities.

The University recognizes its responsibility to ensure members of the Bargaining Unit are provided with the necessary training that may be required to perform the duties and responsibilities of their current position.

The Parties recognize that, in addition to skills training required within their current position, other forms of professional development may benefit both the member and the University.

Professional Development is defined as learning and development opportunities offered through the University. This would include formal academic programs (i.e. credit courses offered at the University) and training initiatives offered through IT Services and the Department of Human Resources. Further the parties agree C.A.W. 2458 F/T will appoint one (1) representative to the Training Advisory Committee to review training opportunities and requirements on campus.

In addition to recognizing the importance of learning, skills training and professional development opportunities, the Parties agree as follows:

- a) The University has certain operational requirements that must be met, including having a sufficient number of staff available during the department's hours of operation. Any request related to a member's involvement in a skills training, professional development and/or learning opportunity shall be submitted to the immediate supervisor which will be considered in conjunction with these above noted departmental requirements and will not be unreasonably denied.
- b) Training in areas specific to FIS, Microsoft Office, Web Design and Finance for non-financial users will be offered to members of the Bargaining Unit. Implementation and scheduling of such training shall occur within six (6) months of ratification.

The University will communicate with employees the various learning, skills training and professional development opportunities available to them and the Union will assist in promoting the importance of the members' participation.

LETTER OF UNDERSTANDING
RE: TESTING

During the 2007 negotiations, the parties discussed at length the concern regarding testing related to job requirements for current Bargaining Unit positions.

As a result, the parties agree that a skills testing committee be established to review all positions currently in the Bargaining Unit and establish guidelines for testing if applicable on all positions. This committee will meet within three (3) months of ratification.

The committee will be comprised off three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer.

A representative of each party shall be designated Co-Chairs and the two (2) persons so designated shall alternate in presiding over meetings.

Terms of reference will be established by the committee.

The Employer will provide administrative support for the committee to prepare minutes and circulate notices.

LETTER OF UNDERSTANDING RE:
HIGHER EDGE

During 2010 collective bargaining, the Employer and the Union discussed concerns the Union has with respect to employees of "Higher Edge" performing bargaining unit work.

- 1. Following ratification, the parties agree to meet to discuss the following issues:**
 - i) The nature of the work performed by "Higher Edge" employees.**

- ii) Ways in which bargaining unit work in the Registrar and International Student Centre Offices can be maximized.
2. As well the University will meet with appropriate University officials to advise of the need for non-bargaining unit employees to cease and desist from performing bargaining unit work.

LETTER OF UNDERSTANDING RE:
PENSION PLAN

Effective upon ratification, the parties agree that any amendments to *The University of Windsor Employees' Retirement Plan* pertaining to the CAW bargaining unit members shall require the agreement of the CAW-TCA and its Locals 195 and 2458. Any changes to the pension plan pertaining to CAW bargaining unit members, including benefit levels, retirement dates, credited service, etc., shall be determined in contract negotiations.

The parties agree to establish a Pension Advisory Committee comprising one (1) member from each CAW bargaining unit and University representatives. The primary purpose of the Pension Advisory Committee will be to promote awareness and understanding of the pension plan and to share information/data relating to the pension plan. It will meet no less than twice per year.

It is also agreed that CAW bargaining unit representatives will not participate in the existing Retirement Committee. The Pension Advisory Committee will replace the role of the Retirement Committee as it pertains to CAW bargaining unit members.

The parties also agree to designate one seat on the Board of Governors Pension Committee for a CAW representative. The CAW representative shall be selected and appointed by the chairs of the four bargaining units.

LETTER OF UNDERSTANDING RE:
PAYROLL PRACTICES

During 2010 collective bargaining with CAW Locals 2458 (FT, PT, and Engineers) and 195 (Campus Police & Parking) the parties had extensive discussions and made changes to the various collective agreements relating to payroll practices, direct deposits and electronic pay statements. The University confirms that the amendments made to the four (4) collective agreements with respect to the use of paperless pay stub statements will not cause the reduction of regularly scheduled hours or trigger layoffs of Local 2458 employees in Information Technology Services.

LETTER OF UNDERSTANDING RE:
EI PREMIUM REDUCTION

In consideration of the benefit improvements contained in this collective agreement, the Union agrees that the Employees' share of the Employment Insurance Premium reduction achieved through Service Canada's Employment Insurance Premium Reduction program will be retained by the University of Windsor towards off-setting the costs of the benefits contained in this Agreement.

MEMORANDUM OF AGREEMENT RE:
PENSION CONTRIBUTIONS

During 2010 collective bargaining, the Parties became aware of a grievance filed by CUPE Local 1393 regarding employee pension contributions. In consideration of the ratification of a renewal collective agreement by the Union, the Employer undertakes that it will not make any claim against any CAW bargaining unit member or retiree to contribute any portion of pension shortfall on behalf of CUPE Local 1393 members pursuant to Section 3:03 of the University of Windsor Employees' Retirement Plan should the CUPE Local 1393 grievance succeed in any way.

SCHEDULE "A" – WAGE RATES

JULY 1ST, 2010 WAGE GRID (0% Increase)			
Classification & Point Spread	Start Rate	Step 1	Step 2
"1" 85-98	--	--	--
"2" 99-114	\$18.11	--	--
"3" 115-132	\$18.94	\$19.75	\$20.54
"4" 133-153	\$19.74	\$20.54	\$21.34
"5" 154-178	\$20.98	\$21.88	\$22.81
"6" 179-207	\$22.59	\$23.52	\$24.46
"7" 208-240	\$24.10	\$25.11	\$26.13
"8" 241-279	\$25.79	\$26.82	\$27.89
"9" 280-324	\$27.24	\$28.41	\$29.53
"10" 325-374	\$29.53	\$30.70	\$31.84
"11" 375-436	\$30.46	\$31.71	\$32.97

Within 30 calendar days of full ratification of the Collective Agreement the Employer will pay all full time employees as of October 16, 2010 the gross sum of \$1,000.00, less required statutory deductions.

JULY 1ST, 2011 WAGE GRID (0% Increase)			
Classification & Point Spread	Start Rate	Step 1	Step 2
"1" 85-98	--	--	--
"2" 99-114	\$18.11	--	--
"3" 115-132	\$18.94	\$19.75	\$20.54
"4" 133-153	\$19.74	\$20.54	\$21.34
"5" 154-178	\$20.98	\$21.88	\$22.81
"6" 179-207	\$22.59	\$23.52	\$24.46
"7" 208-240	\$24.10	\$25.11	\$26.13
"8" 241-279	\$25.79	\$26.82	\$27.89
"9" 280-324	\$27.24	\$28.41	\$29.53
"10" 325-374	\$29.53	\$30.70	\$31.84
"11" 375-436	\$30.46	\$31.71	\$32.97

Effective on the first pay following June 30, 2011, the Employer will pay all full time employees as of July 1, 2011 the gross sum of \$1,000.00 less required statutory deductions.

JULY 1ST, 2012 WAGE GRID (3% Increase)			
Classification & Point Spread	Start Rate	Step 1	Step 2
"1" 85-98	--	--	--
"2" 99-114	\$18.65	--	--
"3" 115-132	\$19.51	\$20.34	\$21.16
"4" 133-153	\$20.33	\$21.16	\$21.98
"5" 154-178	\$21.61	\$22.54	\$23.43
"6" 179-207	\$23.27	\$24.23	\$25.19
"7" 208-240	\$24.82	\$25.86	\$26.91
"8" 241-279	\$26.56	\$27.62	\$28.73
"9" 280-324	\$28.06	\$29.26	\$30.42
"10" 325-374	\$30.42	\$31.62	\$32.80
"11" 375-436	\$31.37	\$32.66	\$33.96

Effective on the first pay following June 30, 2012, the Employer will pay as of July 1, 2012 the gross sum of \$500.00, less required statutory deductions, to each full time employee in the bargaining unit or the seniority list as of July 1, 2012.

APPENDIX A

SCHEDULE OF SEVERANCE ENTITLEMENT

The following will be the minimum level of severance pay:

Complete Years of Service	Severance Pay in the Form of weeks of regular pay
0	2
1	2
2	2
3	2
4	2
5	7
6	8
7	9
8	10
9	11
10	12
11	13
12	14
13	15
14	16
15	17
16	18
17	19
18	20
19	21
20	22
21	23
22	24
23	25
24	26
25	27
26 or more	28

The number of weeks of severance pay will also include credit for partial years (complete months) of service. For example an employee with ten years and six months of service will receive 12.5 weeks of severance pay. The 0.5 of a week of severance pay represents the ratio of six months over twelve months.

It is understood that where a break in service occurs, the Employer will include all years of service for the purpose of calculating severance pay, except where severance pay has been paid based on years of service prior to the break, and, with respect to persons terminated for just cause after the effective date of the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers on the **1st day of June, 2011.**

UNIVERSITY OF WINDSOR

National Automobile, Aerospace,
Transportation & General Workers Union of
Canada (C.A.W.-Canada) Local 2458(Full-
time Office & Clerical Unit)

President

Executive Director of Human Resources

Employee Relations Manager

Bargaining Committee Members

Local 2458 President

National Representative