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COLLECTIVE AGREEMENT

Dated August 28, 2004

between

UNIVERSITY OF WINDSOR



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION NUMBER 1393**



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28 JUN 2005

THIS AGREEMENT made this **28th day of August, 2004**

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
UNION NUMBER 1393, hereinafter called the "Union"

OF THE SECOND PART

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A G R E E M E N T

THIS AGREEMENT made this **28th** day of **August, 2004**

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION
NUMBER 1393, hereinafter called the "Union"

OF THE SECOND PART

ARTICLE 1 - PREAMBLE

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
2. To secure prompt and equitable disposition of grievances arising out of the administration of the within Agreement.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all employees in the Bargaining Unit.

NOW THEREFORE the parties agree as follows:

ARTICLE 2 - RESERVATION OF 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 and for just cause discipline and discharge employees, subject to the right of the employees to lodge a grievance as herein provided; **and determine the requirements of jobs.**

2:02 The Employer agrees that such rights shall be exercised in a manner consistent with the terms of this Agreement.

ARTICLE 3 - UNION RECOGNITION

3:01 The University agrees to recognize the Union as the sole Bargaining Agent of all lay employees of the University of Windsor save and except supervisors and persons above the rank of supervisor; full and part-time officers of instruction together with instructors, sessional appointees, teaching assistants and postdoctoral fellows engaged in teaching and/or research; persons employed to undertake specific sponsored research projects; persons regularly employed for not more than 24 hours per week (20 hours for the positions of Carpenter, Electrician, Mason, Plumber, and Painter in the Maintenance Department); students; persons employed in the Department of Human Resources, Facilities Co-ordinator and Services Co-ordinator and Director of St. Denis Centre - Faculty of Human Kinetics

and persons covered by subsisting Collective Agreements with the C.A.W. - Canada, Local 195; the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (C.A.W. - Canada) Local 2458 - Power Engineers; the Canadian Union of Public Employees, Local 1001; **the Canadian Union of Public Employees, Local 4580**; the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (C.A.W. - Canada) Local 2458; and the University of Windsor Faculty Association, and hereby consents to negotiate with the Union or its designated representatives in any and all matters affecting the relationship between the University and its employees. The University further agrees that the Union may have the assistance of representatives of C.U.P.E. in any and all negotiations or discussions between the parties to this Agreement.

3:02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Contract.

3:03 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.

3:04 The Employer may replace an employee on an approved leave of absence, Long Term Disability, or Workplace Safety Insurance for the lesser of the duration of the leave or one hundred and eighty (180) calendar days, or in the case of Pregnancy, Parental, or Adoption Leave to a maximum of three hundred and sixty-five (365) calendar days with a substitute employee who shall not acquire seniority status during the aforementioned period.

If the leave extends beyond one hundred and eighty (180) calendar days, the Employer may, with the written consent of the Union retain the substitute employee for a further one hundred and eighty (180) calendar days.

In the event the employee on the approved leave requires an additional period of absence the Employer and the Union will review the circumstances surrounding the leave of absence and mutually agree on the appropriate action to follow. In cases where it may be determined that the employee is unable to return to work, the position will be posted as required by the collective agreement.

Except as provided for in 3:05, time worked by a substitute or temporary employee will not count towards the probationary period prescribed in Article 9:13(a) of the collective agreement. Substitute and temporary employees will be paid wages in accordance with the

provisions of Schedule A of the collective agreement and will pay union dues on this rate excluding vacation pay.

Substitute and temporary employees will receive holidays and vacation in accordance with the provisions of the Employment Standards Act. Without limiting the generality of **3:07**, the provisions of Articles **15** and **16** of the collective agreement specifically do not apply to substitute and temporary employees.

Substitute and temporary employees will not be considered for other positions in the bargaining unit in accordance with the provisions of Article **10** of the collective agreement unless all seniority and probationary employees have not been successful applicants for the positions. Substitute and temporary employees will be considered for vacant positions for which they have the ability, knowledge, training, aptitude, and skill before external candidates are considered.

3:05 When a substitute or temporary employee is hired as a permanent employee as a result of a bargaining unit vacancy for which they had worked as a substitute or temporary employee, he/she shall attain seniority status back to the date of hire in such substitute or temporary position provided that the length of service satisfies the length of the probationary period. If such service does not satisfy the normal probationary period, then the individual will be required to serve a probationary period for such days as they are deficient from the normal probationary period. For the purposes of such temporary employee's vacation entitlement, the seniority date shall be the date of first hire and no other benefits shall be retroactive.

3:06 It is further agreed that if a substitute employee is, with the consent of the Union, continued in the employ of the Employer beyond three hundred and sixty-five (365) calendar days, he/she shall acquire seniority status back to the date of hire.

3:07 The parties acknowledge that substitute and temporary employees are subject to all of the provisions of the collective agreement, except as specifically prescribed in the agreement, and as follows:

Article **9**
Article **10**
Article **15**
Article **16**
Article **17**

Article 18
Article 20
Article 22
Article 23
Clause 24:08
Clause 24:10

ARTICLE 4 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE

4:01 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 and;

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

The Parties are committed to the creation of a discrimination and harassment-free campus.

4:01(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, intimidation, interference, restriction or coercion exercised or practiced with respect to any employee in any matter on the basis of creed, age (except for the retirement provisions of the University of Windsor Employees Retirement Plan), sex, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, ancestry, place of origin, family relationship, number of dependents, place of residence, nationality, political or religious affiliation or belief, family status, same sex partnership, receipt of public assistance, record of offences, or by reason of membership or non membership in the union.

4:01(b) HARASSMENT

Harassment is a form of discrimination and is defined as 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; or such treatment 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, ancestry, place of origin, family status, same sex partnership, receipt of public assistance, record of offences, or by reason of membership or non membership in the union.

Harassment may occur during one incident, or over a series of incidents including incidents 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 or physical or may be all of these.

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

4:01(c) SEXUAL HARASSMENT

Whereas 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;

The Parties are committed to the creation of a campus free of sexual harassment.

"Sexual Harassment" includes:

- a) any unwanted sexual attention or behaviour by a person who knows or ought reasonably to know that such attention is unwanted; or
- b) any implied or expressed promise of reward for complying with a sexually oriented request; or
- c) 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

- d) 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
- e) the communication or display of material with a focus on sexuality or sexual identity which has the effect or purpose of creating a hostile or intimidating working or educational environment.

4:01(d) Any complaint of discrimination, harassment, or sexual harassment may be grieved using the procedures set out in Article 11 of the collective agreement.

A grievance of this nature shall be promptly investigated and appropriate action taken.

If an employee chooses, prior to the grievance procedure, the complaint may be made with the University of Windsor Human Rights Office.

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.

It is agreed that any member involved in a complaint may choose a Union representative to assist them.

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

At no time during or after a 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.

The parties agree that there will be no discrimination consistent with the provisions of the Ontario Human Rights Code.

ARTICLE 5 - UNION SECURITY

5:01 The Employer shall deduct from **each pay** of each employee within the Bargaining Unit such dues and/or assessments as are levied by the Union in accordance with its constitution and by-laws. It shall be a condition of remaining in the employ of the Employer that each such employee authorize the Employer to make such deductions in the following form:

"CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1393

CHECK OFF CARD

NAME _____

DATE _____

"I hereby authorize the University of Windsor to deduct from my first pay, the Union initiation fee of _____ dollars which includes the fee for C.U.P.E. National, and from the pay due me each calendar month for the duration of the within Agreement as a condition of my employment the sum of the dues and/or assessments as certified by the Canadian Union of Public Employees, Local Union Number 1393, and to pay the sum deducted to a designated official of the said Union

Signature

Witness

Date

5:02 The amount of such dues and/or assessments shall be certified to the Employer by the Treasurer of the Union. In the event of a change therein, not less than thirty (30) days notice shall be given to the Employer.

5:03 The dues and/or assessments deducted from the pay of the employee shall be forwarded by the Employer to the Union not later than **one week following the completion of the direct deposit process** in which they are deducted. The Employer agrees to provide the Union with a **bi-weekly** listing of dues and/or assessment deductions, giving a brief explanation regarding each employee from whom dues and/or assessments have not been deducted. **In addition, the Employer shall**

e-mail the said listing in text format to the Union.

5:04 It is agreed that upon commencement of employment, new employees will be advised in an appropriate manner by a representative of the Union of the existence of the Union and of the conditions surrounding their employment as contained in the within Collective Agreement. The Employer will secure execution of the authorization form hereinbefore described by such new employees.

5:05 The Employer will provide to the Union, through its Secretary, the names of new employees, the names of employees whose employment has terminated, the names of employees who have attained seniority, the names of employees on L.T.D., the names of employees laid off, changes in classification of employees, copies of amended or new Job Descriptions and the names of employees and their appointments made under the job posting procedure and names of employees hired on a temporary or substitute basis. The Employer with the written consent of the retired employee shall provide to the Union all correspondence describing any problems experienced by retirees of the Local in conjunction with the Collective Agreement.

5:06 (For Trades Positions in the Maintenance Department Only)

In the case of part-time employees, except those students working full-time during the University's vacation period, the parties agree to the following:

- (a) Such part-time employees will receive the rates of pay of the Classification set forth in Schedule "A" hereof.
- (b) If part-time work is available and if members of the Bargaining Unit are laid off, the University shall offer such part-time work to the said laid off employees at the rate(s) of pay as per Schedule "A" applicable to the job(s) offered. If such laid off employees reject or refuse the offered part-time work, the Employer may hire whomever the Employer desires at whatever rate of pay the Employer may determine. Laid off employees shall be required to indicate their willingness to accept part-time work at the time of their lay off.

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. It further agrees to use its best

efforts to prevent picketing or other interference with the Employer's operation during the term of the Agreement. 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 sent by Registered Mail, or any other means of delivery requiring a signature of the employee for evidence of receipt, or delivered to the Secretary of the Union and the Employee Relations Manager of the Employer respectively.

ARTICLE 8 - REPRESENTATION

8:01 The Employer acknowledges and recognizes the right of the Union to appoint or otherwise select a Committee comprised of not more than four **(4)** persons, which Committee shall be called the Union Administrative Committee, one of whose members shall be the Chief Steward, who are authorized to represent the employees from time to time in discussions and dealings with the Employer in connection with matters which may properly arise out of the administration of this Agreement. The Union agrees to notify the Employer in writing of the names of the members of the Committee and of any changes within five (5) working days of said change having occurred.

8:02 The Committee may be enlarged at any time by the addition of representatives of the Canadian Union of Public Employees when dealing with the Employer.

8:03 It is agreed that so far as possible meetings between the Employer and the Union Administrative Committee called at the request of either party will be held within regular working hours, unless otherwise mutually agreed. Employees attending meetings within working hours shall suffer no financial loss.

- 8:04** In the event of either party wishing to call a meeting for the purpose of discussing employee-management relations or matters arising out of the administration of the within Agreement, the Employee Relations Manager of the Employer and/or the Union's Secretary 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 the said notice in writing, except when such period of time is enlarged by agreement between the parties.
- 8:05** The Employer acknowledges the right of the Union to appoint **seven (7)** Stewards, one of whom shall be designated as the Chief Steward. The Union shall inform the Employee Relations Manager of the Employer in writing of the names of the Chief Steward and of the other Stewards and of any other changes therein.
- 8:06** Members of the Negotiating Committee of the Union which shall be comprised of no more than five (5) persons plus an alternate (designate names to be submitted by the Union in writing to the Employee Relations Manager as soon as possible prior to the commencement of negotiations), established to conduct negotiations for a renewal of the within Collective Agreement pursuant to Article 27 hereof, when acting in such capacity, will not suffer any loss of pay if negotiations are conducted during working hours, but nothing herein shall be construed as an agreement by the Employer to pay members of such Committee for negotiating during a strike or during any other work stoppage. In no event will members of the Union Negotiating Committee be paid more than seven (7) hours (8 hours if the member is on a 40 hour work week) wages as aforesaid during any one (1) regularly scheduled work day. 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 one (1) full day with pay to prepare and finalize bargaining proposals.
- 8:07** It is agreed between the parties that representatives of the Local shall suffer no loss of salary whenever he/she is requested by a proper University official to attend upon that official for discussion purposes. The Union representative will notify his/her supervisor, where possible, prior to attending such meeting.
- 8:08** **It is agreed that the President of C.U.P.E., Local 1393 shall be allowed twenty-eight (28) hours off each calendar month with pay for the purpose of conducting Union business. It is further agreed that**

such time off will be taken in units of not less than one (1) hour at a time mutually agreeable to the President of C.U.P.E., Local 1393 and his/her Department Head.

It is further agreed, a steward or Union officer designated by the President of C.U.P.E. Local 1393 shall be allowed a combined total of sixteen (16) hours off each calendar month with pay for the purpose of conducting Union business. It is further agreed such time off will be taken in units of not less than one (1) hour at a time mutually agreeable to the President of Local 1393 and his/her Department Head.

8:09 The Union, its members and/or its Agents shall not during the hours of employment or on the Employer's premises conduct or attempt to conduct Union activities except as hereinafter expressly provided for.

ARTICLE 9 - SENIORITY AND LAY OFF

9:01 (a) For employees employed in a position of the bargaining unit on April 23, 1990 and who maintains continuous service within the bargaining unit, seniority shall be defined as the last date of hire by Assumption College, Assumption University of Windsor, Essex College and the University of Windsor.

9:01 (b) For employees hired in a position of the bargaining unit on or after April 24, 1990, seniority shall be defined as length of continuous service within the bargaining unit.

9:02 Continuous service shall mean unbroken employment and shall include vacations and holidays, scheduled days off, approved leaves of absence, absence because of illness **or injury**, pregnancy, adoption and parental leaves or layoffs and suspension.

9:03 Seniority **lists** shall be posted on the first day of April of each year by the Employer on the bulletin boards herein provided for. Copies of the said seniority list shall be mailed **and e-mailed** to the Union Secretary on such date. A list indicating each employee's name, position, and classification shall be forwarded to the Secretary of the Union by the first day of April annually.

The current address and telephone number for each employee shall

be mailed and e-mailed to the Union the first day of April of each year.

9:04 A layoff shall be defined as a reduction in the workforce, the elimination of an encumbered position or a reduction in the regular hours of work as described in this agreement. It is understood that reduction by attrition does not constitute a layoff.

9:05 (a) Seniority shall prevail in the layoff and recall of employees. Prior to the layoff of seniority employees, the employer shall first lay off persons performing bargaining unit work within the affected department who are retirees, part-timers, students, temporary employees, and probationary employees. A meeting shall be convened between the affected employee, a union representative and the Employee Relations Manager, during which time the employee's bumping opportunities will be explored. An employee laid off or displaced may exercise seniority within five (5) working days of the notice of layoff in the following manner.

(i) the employee may choose to displace (bump) a less senior employee, provided that he/she has the necessary skill and ability to perform the requirements of the position.

OR

(ii) the employee may choose to displace (bump) any retiree, part-timer, student, temporary employee, or probationary employee, provided that he/she has the necessary skill and ability to perform the requirements of the position;

OR

(iii) the employee may choose to accept the layoff.

An employee who assumes a new position as a result of the above procedure shall be entitled to a period of familiarization and/or orientation of not less than 60 working days. Such person may at their discretion, choose to decline the position at any time during the familiarization period and elect to exercise their seniority again in the procedure laid out above. This option (Test Drive) may only be exercised twice per employee.

The above bumping procedure shall include the right to displace a less senior employee in a higher paid category or classification and the employee shall be paid the higher rate. An employee who bumps into a

position with a lower rate of pay, shall be entitled to a wage protection program as follows:

For the first 12 months in the lower paid position, the employee shall maintain their former rate of pay.

For the next 12 months in the lower paid position, the employee shall be paid a rate which is their former rate minus 50% of the differential between their former rate and the lower paid position. At the end of this period, the employee will assume the wage rate for the position.

An employee who assumes a position outside the bargaining unit shall maintain full benefit coverage as provided in this agreement for a period of 24 full months following the effective date of layoff.

9:05 (b) Recall shall be by seniority provided the laid off employee has the skill and ability to perform the available work.

An employee who is recalled to a job which they have not previously performed shall be placed on probation for a trial period per 10:03. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, such employee shall be returned to layoff.

9:05 (c) No new employees shall be hired until those employees on layoff have been given an opportunity of recall. **No** retired employees or part-time employees **or** students will be hired if there are laid off employees who have the skill and ability to perform the available work. Notwithstanding the foregoing, retired employees, part-time employees or students may be hired to perform work not normally performed by full-time bargaining unit employees on scheduled annual layoff.

9:06 The seniority of an employee shall terminate if:

1. He/She is discharged for just cause and not reinstated:
2. He/She resigns:
3. He/She is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible:
4. After a lay off he/she fails to return to work within seven (7) calendar days after being notified by registered mail so to do, addressed to his/her last residence address unless he/she is unable so to do by reason of sickness or other reasonable cause.

It shall be the responsibility of the employee to keep the Employer informed of his/her current residential address;

5. He/She is laid off for a period longer than two (2) years which period shall be from the effective date of lay off unless the employee shall have been recalled from the initial lay off for a period in excess of six (6) months.

9:07 The selection or appointment of employees for any position not subject to this Agreement is not governed by this Agreement. However, if any employee so chooses or is found to be unsuitable in such position within **the probation period of the new position**, he/she shall be transferred back to his/her former position without loss of seniority. Bargaining unit members whose status is affected by the return of the **employee** to the bargaining unit shall be returned to their former position. It is clearly understood that any new employee who is hired as a result of an appointment to a non-bargaining unit position will be hired in the category of Substitute Employee **for a period not to exceed sixty (60) working days.**

9:08 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.

9:09 The Employer shall, except in cases of emergency and circumstances beyond its control, notify employees who are to be laid off according to the following schedule:

Permanent lay-off	=	8 weeks notice
Temporary lay-off (1 - 29 days)	=	5 days notice
Temporary lay-off (30 days and greater)	=	30 days notice

If employees laid-off have not had the opportunity to work their notice period, they shall be paid in lieu of work for that portion during which work was not made available.

9:10 The inability of an employee to work by reason of illness or accidental injury shall not result in the loss of seniority rights.

9:11 Seniority shall be determinative only as herein provided.

9:12 Any controversy over an employee's seniority shall be subject to the grievance procedure herein set forth.

9:13 (a) Any employee will be considered to be on probation and will not acquire seniority status until he/she has been employed for a period of sixty (60) working days within a consecutive eight **(8)** month period, at which time his/her seniority shall commence from the date of hiring. If extenuating circumstances prevent the University from evaluating any employee during the initial sixty (60) working day period the Department of Human Resources will advise the Union in writing of the intent to extend the probationary period an additional thirty (30) working days. The provisions of the within Agreement shall not apply to a probationary employee except such provisions as are expressly made applicable to such employee.

9:13 (b) Upon successful completion of probation, a probationary employee shall be paid retroactively for any **holidays** as defined in **Article 15** that fell within the probationary period.

9:13 (c) A temporary employee if subsequently hired into a position shall be deemed to have been a probationary employee and all days worked from original date of hire shall be applied to probationary period.

ARTICLE 10 - PROMOTIONS, STAFF CHANGES AND JOB POSTINGS

10:01 (a) When a vacancy occurs **including any temporary vacancies**, or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards herein provided for, for a minimum of seven **(7)** working days. The posting of new jobs and vacancies shall be limited to such first **two (2)** new jobs or first vacancies and none other. The employee shall apply in writing **to the Department of Human Resources**. Such posting shall contain the following information: Position title, classification, primary job responsibility, Department or Shop name, qualifications, **(including equivalency)**, shift, and rate as per Schedule "A" of the within Contractual Agreement. 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 the Union as quickly as possible. The President of the Local shall be given reasons for rejection of applicants upon request.

10:01 (b) Temporary Appointments

An employee appointed to a temporary position shall retain his/her seniority in his/her former position during the term of the temporary position, and may return to his/her former position upon discontinuance of said temporary position without loss of seniority or pay. It is agreed his/her seniority will continue to accumulate in his/her former position. The parties are agreed that if such temporary position is outside the Bargaining Unit, the member of the Bargaining Unit accepting such position is not covered in any way by the provisions of the within Contractual Agreement except as provided for in the within clause. The term of the temporary appointment shall not exceed a period of one (1) year but may be extended by mutual consent.

10:02 (a) The Employer shall consider the following in determining which employee is to be selected: the requirements and efficiency of operations and the ability, knowledge, training, aptitude and skill of the applicant to do the job. When, in the judgement of the Employer, which shall not be exercised in an unfair manner, these considerations are relatively equal as between two or more applicants, seniority shall govern. If none of its existing employees is qualified to fill a vacancy, the Employer may engage an employee from any other source.

10:02 (b) Employees applying for positions in the Tradesperson's classifications, shall be required, as a condition of their attainment of such positions, to be in possession of the specific trade's certificate of Qualification as awarded by the Ontario Department of Labour or Ministry of Education certificate. Subject to the foregoing, the Employer shall select the Tradesperson having the longest seniority in the employment of the Employer.

10:03 The successful applicant for a new job or vacancy shall be placed on probation for a trial period. Such period shall not exceed the probationary period as hereinbefore provided. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, such employee shall be returned to his/her former classification with all rights, privileges and salary rate previously enjoyed. In such event, the Employer shall then select the **next most senior qualified person who applied for the position per 10:02 (a) or 10:02 (b)**. In the event the second successful applicant proves unsatisfactory in the position during the aforementioned trial period, such second employee shall be returned to his/her former classification with all rights, privileges and salary rate previously enjoyed. In such event, the Employer shall be entitled to

award the position to an employee of the Employer's choice. If the successful applicant for a new job or vacancy should so decide, he/she may at his/her option return to his/her former position with all rights, privileges and salary rate previously enjoyed provided he/she exercises such option within the aforementioned trial period.

10:04 In the event that a vacancy is not filled through the posting procedure and the Employer desires to change the classification or qualifications, such job must once again be posted as per Article 10 of the herein Agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

11:01 Should a dispute arise between the Employer and the employee or Union 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, an earnest effort should be made to settle the dispute in the following manner:

STEP 1: An employee having a grievance or complaint **shall first discuss such** grievance or complaint with their immediate supervisor. **The employee** may have the accompaniment of a Steward during this process. Failing a satisfactory resolution, the employee shall follow Step 2.

STEP 2: An employee or employees having a grievance or complaint shall first present the same in writing to his/her Steward.

STEP 3: The employee concerned together with his/her Steward or a member of the Grievance Committee shall, within such employee's next six (6) working days after such grievance or complaint has arisen submit the same in writing to his/her immediate supervisor who shall reply in writing, within six (6) working days.

STEP 4 If the decision rendered under Step 3 is unacceptable to the grievor, he/she may, within six (6) working days following the receipt of the said decision, submit the grievance in writing to the Employee Relations Manager of the Employer. The Employee Relations Manager, shall within six (6) working days of receiving the same, render a decision in writing. The Employee Relations Manager may call a meeting with the Grievance Committee hereinbefore referred to, at which the grievor may be in attendance if he/she so desires.

STEP 5: If the decision of the Employee Relations Manager is not acceptable to the grievor he/she may, on the giving of six (6) working days notice, following receipt of the said decision, notify the Employer through the Employee Relations Manager of his/her intention to refer the dispute to arbitration.

11:02 The Employer shall grant reasonable time to a Steward for the adjustment of grievances without loss of salary. The Steward shall notify and secure the permission of his/her immediate supervisor, when leaving his/her job to adjust a grievance and upon his/her return to work. **Such permission shall not be unreasonably withheld.**

11:03 Replies to grievances shall be in writing at all stages.

11:04 The Grievance Committee of the Union hereinbefore referred to shall be comprised of the Vice-president of the Union, the Chief Steward and one other Steward. **It is** agreed that at least one member of the Grievance Committee shall be the Steward representing the grievor.

11:05 Any and all time limits fixed by this Article may, at any time be extended by written mutual consent of both parties.

11:06 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing, signed by each employee as provided for in 11:01, Step 4 within six (6) working days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at Step 3 of the grievance procedure.

11:07 The Union shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged violation of this Agreement. A Union grievance shall be presented in writing, signed by the Union President or his/her designate to the Employee Relations Manager within six (6) working days after the circumstances giving rise to the complaint have occurred. The grievance shall then be processed in accordance with **Step 4** of the grievance procedure.

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 five (5) days thereafter, the parties shall meet together 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 his/her 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 decisions inconsistent with the terms and provisions of this Agreement. Where the Arbitrator determines that an employee has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all the circumstances.
- 12:04** Each party to this Agreement shall pay one-half ($\frac{1}{2}$) 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 conditions which may be relevant to the settlement of the grievance. Parties are responsible for

any lost wages and expenses respecting witnesses not in the employ of the Employer called on their behalf.

ARTICLE 13 - DISCIPLINE AND DISCHARGE CASES

- 13:01** An employee who is discharged by the Employer shall, as soon as may be practicable thereafter, be given written notice thereof and a copy of such notice shall, within seven (7) working days after such discharge, be forwarded to the President of the Union, which said Notice shall contain the reason for the discharge of the said employee.
- 13:02** Any claim of wrongful discharge may be submitted to the grievance and arbitration procedures within five (5) working days from the date of notice to the President of the Union of such discharge and dealt with as hereinbefore provided in 11:01, Step 4.
- 13:03** An employee who is disciplined by the Employer shall be given written notice thereof containing any warning issued to him/her for breach of discipline within seven (7) working days of such disciplinary action having been taken by the Employer. A copy of such written notice shall within seven (7) working days be forwarded to the President of the Union.
- 13:04** The Employer agrees that an employee has the option of having his/her Steward present whenever he/she is disciplined and/or discharged. The Union recognizes and agrees that it may on certain occasions be necessary for the Employer to discipline and/or discharge an employee without the Steward present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and his/her Steward or Chief Steward within a 48-hour period following the initial action.
- 13:05** 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 reprimand, provided there has been no recurrence of a similar and/or other infraction. These letters shall be removed from his/her file and returned to the employee provided twenty-four (**24**) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or

other infraction.

14 - HOURS OF WORK

14:01 The normal hours of work shall be thirty-five (35) [forty (40) in the Trades in the Maintenance Department] hours per week, consisting of five (5) seven (7) [eight (8) in the Trades in the Maintenance Department] hour days. This is not to be construed as a guarantee of hours of work per day or per week, or days of work per week. A work week shall be deemed to commence at 11:59 p.m. on Sunday of each week. The Employer agrees that an employee's days off will be consecutive. The Employer agrees to post schedules for four (4) week periods. Seven (7) days prior notice of change will be given except in case of emergencies. The Employer agrees to do its utmost to allow members of the Bargaining Unit as many weekends off as possible.

14:02 It is agreed that there shall be no splitting of shifts.

14:03 (a) (For all Members except in Maintenance Department)

The employee shall be entitled to take during each seven (7) hour work day an unpaid lunch break of one (1) hour at a time designated by the Employer, and further, shall be permitted a fifteen (15) minute rest period during the first and second half of their shifts at reasonable times to be designated by the Employer. The rest period shall normally be taken in the building where the employee is working. However, should this not be the case, the total time for the rest period including going from and returning to the job shall not exceed fifteen (15) minutes. Further, each employee will be allowed five (5) minutes wash-up time immediately before the commencement of his/her lunch break, and at the end of his/her shift. The aforementioned unpaid lunch break of one (1) hour may be reduced to one-half (½) hour so as to permit the employee to finish his/her shift one-half (½) hour earlier provided prior permission has been obtained by the employee from his/her department head. It is clearly understood that the scheduling of the above listed entitlements applies to any and all days worked.

14:03 (b) (For the Trades positions in the Maintenance Department Only)

The employees shall be entitled to take during each eight (8) hour work day an unpaid lunch break of one-half (½) hour at a time designated by

the Employer, and further, shall be permitted a fifteen (15) minute rest period during the first and second half of their shifts at reasonable times to be designated by the Employer.

- (1) Employees required to perform a minimum of four (4) hours but less than six (6) hours of work will get a one (1) fifteen (15) minute coffee break some time between the second and third hour.
- (2) Employees required to perform six (6) hours of work shall be entitled to one (1) fifteen (15) minute coffee break between the second and third hour and a one-half (½) hour unpaid lunch.
- (3) Employees required to perform seven (7) or more hours of work will receive two (2) fifteen (15) minute coffee breaks and a one-half hour unpaid lunch.

Further, each employee will be allowed five (5) minutes wash-up time immediately before the commencement of his/her lunch break, and at the end of his/her shift.

14:04 An employee who reports for work on the instructions of the Employer shall be paid not less than four (4) hours at his/her regular rate.

14:05 (a) Employees shall be paid two (2) times their regular straight time salaried rate for all hours worked in excess of **the regular daily hours** in one day; two (2) times their regular straight time salaried rate for all hours worked in excess of **a regular work week** in one (1) week; two (2) times their regular straight time salaried rate for all hours worked on their first regularly scheduled day off; two (2) times their regular straight time salaried rate for all hours worked on their second regularly scheduled day off. Employees who are required to work two (2) hours 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 of 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. **It is understood that all overtime must be pre-approved by the Manager/Supervisor except in the case of an emergency.** Overtime will be voluntary after forty-two (42) hours per week **(excepting trades where it will be voluntary after forty-eight (48) hours per week).**

14:05 (b) The employee, if he/she has the prior permission of his/her department head, may elect to take one and one-half (1½) the overtime hours worked as paid time *off* from his/her regularly scheduled hours in lieu of overtime pay as

described in clause 14:05 (a) hereof. At the completion of each calendar year, an employee shall be entitled to carry forward not more than *two* (2) weeks of lieu time to the following calendar year and all remaining unused lieu time shall be converted back to straight time hours (divide by 1.5) and shall be paid out at the overtime rate (2.0 times their regular hourly rate.)

14:05 (c) (For Trades positions in the Maintenance Department Only)

The employee, if he/she has the prior permission of his/her department head, may elect to take one and one-half (1½) the overtime hours worked as paid time off from his/her regularly scheduled hours in lieu of overtime pay.

At the completion of each calendar year, an employee shall be entitled to carry forward not more than two (2) weeks of lieu time to the following calendar year and all remaining unused lieu time shall be converted back to straight time hours (divide by 1.5) and shall be paid out at the overtime rate (2.0 times their regular hourly rate).

For purposes of this clause, overtime shall not include call ins or scheduled overtime (with the exception of scheduled fire testing and the resetting of clocks).

14:05 (d) An employee travelling on University business shall be afforded the provisions of the University Travel Policy.

The Employer shall provide a current copy of the University of Windsor Travel Policy to each member of the bargaining unit.

14:06 The Employer agrees, as a matter of administrative practice, to require members of its supervisory staff to maintain records relating to overtime worked by employees under their jurisdiction in order that there may be an approximately equal assignment of such work in a Shop or Department, such lists shall be posted monthly on the Shop or Department bulletin board, with a copy to the Union **and the Employee Relations Manager**, provided however that if an employee is directed to work overtime and is subsequently excused therefrom, the overtime hours he/she would have worked shall be shown as overtime actually worked for the purposes of such records. 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.

(For Trades Positions in the Maintenance Department Only)

The overtime records will be up-to-date. Copies shall be posted by the punch clocks and sent to the Union **and the Employee Relations Manager** bi-weekly. New employees will not be given overtime until they have completed their probation period. Employees in the Bargaining Unit who may transfer will be considered for overtime, even during the probation period. Employees who are off work for a period in excess of sixty (60) days will be given the average overtime hours in that classification or brought up to the average on return to work. Where shifts are involved overtime will be distributed equally to all shifts. As examples: (a) Midnight or Afternoon shift could work overtime afternoon of Convocation: (b) Afternoon shift could work days of Convocation: (c) where overtime is required for two shifts on one day seniority will govern for the preferred shift.

14:07 If an employee is excused from work on account of illness during any day or days prior to completion of his/her scheduled work week, such days shall be considered as time worked for the purpose of computing the employee's entitlement for overtime pay as hereinafter provided.

14:08 (a) , In the case of employees working afternoon and evening shifts, senior employees within the Department or Shop have first choice as to which shift they wish to work; they may so select on July 1st of each calendar year **or whenever a vacancy in the same position occurs**. Notwithstanding the previous sentence, in the case of Equipment Technicians in the Faculty of Human Kinetics, the rotation of shifts will be as follows:

Shift A	Monday to Friday	Days
Shift B	Tuesday to Saturday	Days
Shift C	Monday to Friday	Afternoons

14:08 (b) The Employer agrees not to change employees from their regular shifts to other shifts except that under the following temporary situations such changes of shifts may be made:

Vacations, Leaves of Absence, Illness, Training Periods, **and IT Services System Testing periods** not to exceed four (4) weeks in duration, where some members of a Classification are moved according to seniority in Classification, during temporary summer and winter work schedules and during emergencies.

The Employer agrees that if changes in shifts are for more than thirty (30) calendar days, the Employer will give the employee(s) affected not less than twenty-one (21) calendar days notice of such extension and the

reasons therefor.

14:08 (c) /For Trades positions in the Maintenance Department Only)

The Employer agrees to establish lists of employees in the classifications of Electrician, Carpenter, Painter, Mason and Plumber only, who desire transfers. For the purpose of this clause, a transfer shall be defined as a move from:

- (a) a Five (5) to a Seven (7) Day Operation - or vice versa on the same shift, or,
- (b) one of said operations to another or same type of operation on another shift.

Employees may apply through their supervisor at any time and their names will be kept on file until such time as the employee is transferred, or he/she applies in writing to have his/her name removed from the list.

The applicant should indicate a first and a second choice. The employer will use the transfer list to fill the first new job or vacancy and subsequent vacancies to a maximum of three (3).

The Employer shall consider the factors set out in Clause 10:01 (a) in determining which employee is selected for all transfers affected by the provisions of the within clause. It is understood and agreed that transfers affected by provisions of the within clause would not become effective until such time as the employee who is employed under the provisions of Clause 10:01 (a) attains seniority in his/her classification.

14:08 (d) **No Employee will be required to work every Saturday and Sunday.**

/For the Trades positions in the Maintenance Department Only)

Any one required to work a seven (7) calendar day shift - the Employer shall establish shift schedules so that no one will be required to work every Saturday and/or Sunday.

14:08 (e) (For the Trades positions in the Maintenance Department Only)

For purposes of application of all clauses of Article 10 of the within Agreement except in the case of clause 14:08 (c), the Union and the Employer are agreed to the following order of shift preference:

- (1) five (5) day days,
- (2) seven (7) day days,
- (3) five (5) day afternoons,
- (4) seven (7) day afternoons,
- (5) five (5) day midnights,
- (6) seven (7) day midnights.

14:08 (f) In the event of a permanent shift change the affected employee shall be given the opportunity to accept the change in shift or to accept a layoff from the current shift and exercise the seniority bumping procedure pursuant to Article 9.

14:09 It is the responsibility of an employee who is absent from work 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. It is understood that, in the event of a prolonged absence, the employee should update their supervisor weekly. It is the further responsibility of an employee who is late, to telephone or have someone telephone the employee's supervisor on the employee's behalf or leave a voice mail message with the supervisor stating the employee's name and the reason for their lateness prior to the commencement of the employee's shift unless it is not reasonably possible.

For the Trades positions in the Maintenance Department, employees are responsible for contacting the Maintenance Department, telephone 973-7028 or 253-3000, ext. 7028 if unable to report to work. Further, it is the responsibility of an employee when returning to work after an absence to telephone prior to commencement of his/her shift indicating his/her return to work.

14:10 An employee who becomes ill while at work must notify his/her supervisor to leave work, unless such is not reasonably possible. An employee who is unable to reach his/her supervisor or designate must telephone Human Resources, extension 2047 stating their name, department and to report the nature of his/her illness prior to leaving work unless such telephone call would unduly delay the transport of the employee to a medical practitioner or hospital of the employee's choice.

14:11 Overtime wages shall be paid in the pay period following the submission of the overtime hours to the Supervisor.

ARTICLE 15 - HOLIDAYS

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

New Year's 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/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.

15:01 (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 first 105 days of such illness or who are on approved leave of absence with pay at the time of occurrence of a holiday as herein defined.

15:01 (c) Holiday pay shall not apply to those on lay-off or on approved Leaves of Absence without pay.

15:02 Employees who work on any of the holidays referred to in paragraph 15:01 hereof, shall be paid at two (2) times their regular straight time rate plus their holiday pay mentioned above.

15:03 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 15:01 hereof in addition to his/her vacation pay entitlement. If the holiday falls within the employee's vacation period,

he/she may elect to receive an additional day's paid vacation in lieu of the additional pay for the holiday, in which event the additional day's vacation shall be a day designated by the Employer, which day shall be at the commencement or at the end of the employee's vacation.

- 15:04** The employees shall be paid for each Statutory Holiday during the pay period in which the holiday occurs, or in the pay period for which it is proclaimed to be observed.
- 15:05** If a Statutory Holiday occurs in any week prior to completion of an employee's scheduled work week, such day shall be considered as a day worked for the purposes of computing the employee's entitlement for overtime pay as hereinafter provided.
- 15:06** It is agreed that in the case of employees who work on a seven-day schedule only, if a Statutory Holiday falls on any day of any week and further, if such holiday falls on such employees' regularly scheduled days off, such employees shall be required to observe such holiday on their next regularly scheduled working day following said holiday. Such day off shall be treated as a Statutory Holiday as in clause 15:02 hereof.
- 15:07** 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(a)** Employees having six (6) months or more 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 (5) days 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.

For those employees who have more than twelve (12) months accumulated service, vacation entitlement is calculated at their normal rate of pay which they would normally receive if they were working for this period.

1 to 2 years of service	10 days vacation
3 to 9 years of service	15 days vacation
10 to 18 years of service	20 days vacation
19 years of service	25 days vacation
20 years of service	26 days vacation
21 years of service	27 days vacation
22 years of service	28 days vacation
23 years of service	29 days vacation
24 or more years of service	30 days vacation

16:01 (b) If an employee prior to his/her anniversary date in any year attains sufficient accumulated service to entitle him/her to that additional five (5) days vacation or if a new employee shall attain six (6) months accumulated service prior to the said date, and thereby becomes entitled to five (5) days vacation, such employees may request to take such vacation in advance of the day upon which they become entitled, and if such request is granted, their pay for such days shall be held back and not be paid to them until they have attained the required accumulated service within the time specified. Employees with over nineteen (19) years of service may accumulate one (1) day at a time.

16:02 Accumulated service with the Employer shall include such service with Assumption College, Assumption University of Windsor, Essex College and the University of Windsor, provided such service is continuous.

16:03 (a) Employees entitled to less than three (3) weeks vacation with pay hereunder shall take such vacation at any time from January 1st to December 31st of the same calendar year. Employees entitled to three (3) weeks vacation with pay or more hereunder may elect to take their vacation entitlement less one (1) week at any time from January 1st to December 31st of the same calendar year, and may take the aforementioned one (1) week in the following calendar year.

16:03 (b) Employees entitled to four (4) weeks vacation or more with pay may elect to take their vacation entitlement less two (2) weeks at any time from January 1st to December 31st of the same calendar year and may take the aforementioned two (2) weeks in the following calendar year at the **mutual agreement of the employee and the** Department Head.

16:03 (c) Carry over of vacations cannot be taken during the months of July and August **in the Maintenance Department.**

Employees may take their annual vacation in any number of days blocked at a time. The choice of day(s) must be mutually agreed to by the Employer and the Employee. Employees who take vacations in blocks of five (5 days) or more may schedule their vacation to start on any day of the regular work week.

16:04 A request shall be made by the Department Head on or before April 1st of each year for employees to express their vacation preferences. The Department Head will make every effort to schedule vacations on the basis of seniority within the Department or Shop.

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. Vacation requests may only be denied out of respect for the academic or operational requirements of the University. Where, in scheduling vacations in accordance with the foregoing, conflicts arise amongst employees as to their choice of vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and staff requirements in the final determination of vacation schedule. Requests for five-day vacation blocks may take preference over requests for one-day vacations regardless of the seniority of the employee.

Employees who wish to take their vacation during the period January 1st to April 30th of any year, shall advise the Employer accordingly not later than **ten (10) working** days prior to their requested vacation.

16:05 A vacation schedule will be posted by the Department Head or Supervisor on April 1st and finalized by May 1st of each year according to seniority. Any employees not requesting vacation entitlement prior to April 1st shall have the remainder of his/her vacation entitlement filled on a first come first serve basis. No further changes will be made except at the discretion of the immediate Supervisor.

16:06 If an employee is confined in hospital as a bed patient during his/her vacation as the 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 a 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 a hospital in such form as may be satisfactory to the Department Head. 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 his/her vacation during which he/she was confined in hospital at a subsequent date mutually agreeable to the Department Head and the employee. If an employee becomes ill or is injured during his/her vacation such that hospital confinement as a bed patient is not required, or if an employee suffers a recurrence during his/her 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 vacation shall be charged to the employee's sick leave or Workplace Safety Insurance as the case may be provided the employee shall upon his/her 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 the employee to file a grievance as set forth in Article 11 hereof.

- 16:07** For the purpose of calculating vacation entitlement, accumulated service as herein defined shall include lay-offs and continuous service as defined in clause 9:02 of the within Agreement. For the purpose of this Article, full-time term employees as defined in Article 26:01(b) shall not accumulate vacation entitlement while on lay-off.
- 16:08** 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 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 his/her supervisor 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 first 105 days of such illness at the time of occurrence of the days of paid vacation as set forth herein. Those employees on Long Term Disability will receive thirty-three and one-third ($33\frac{1}{3}$) their normal vacation pay entitlement from the Employer.
- 16:09** It is understood for those employee(s) on Long Term Disability such employee(s) will receive thirty-three and one-third ($33\frac{1}{3}$) 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 effective upon completion of their probationary periods in the existing Long Term Salary-Wage Continuance Insurance Plan available. 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) In the event of illness, the employee shall be paid at their regular basic rate of pay for the first 105 calendar days during the period of illness. If continuous illness extends for a period in excess of one hundred and five (105) calendar days the employee shall be covered from and after the 105th day of such illness by the Plan to the extent that sixty-six and two-thirds of his/her salary calculated upon his/her basic rate of pay, to a maximum of **\$5,000** shall be paid to him/her on the basis of thirty-five (35) [forty (40) for Trades positions in the Maintenance Department] hours of work in each week during such period as he/she is continuously ill and is unable to work, or until he/she attains the age of sixty-five (65) years, whichever event shall first occur and such salary coverage shall be increased as the monthly salary of the employee improves from year to year. For the purposes of this clause only, 'Basic Rate of Pay' shall be that rate of pay as indicated in Schedule "A" and Schedule "B" of the within Contractual Agreement plus sixty-six and two-thirds (66-2/3) the appropriate cost of living allowance.

The total premium payable for the Long Term Salary-Continuance Insurance Plan herein described shall be deducted from each member of the Bargaining Unit as may be applicable by payroll deduction.

17:02 The Employer agrees that members of the Bargaining Unit receiving Workplace Safety Insurance Board payments will receive the difference

between such payments and 90% of their regular net pay as submitted to the Workplace Safety Insurance Board by the University provided the employee's injury occurred while in the employ of the University.

Any payments received by the Employee from the Workplace Safety Insurance Board shall be returned to the Employer.

17:03 The employees shall, as a condition to the receipt of the benefits herein described, produce proof of illness in the form of a physician's certificate when requested so to do by the Employer **or the insurance carrier.**

17:04 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 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.

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 (a) Leaves of absence for personal reasons without pay for good and valid reason may be granted by the Department Head upon application being made therefore, and any person who is absent with such permission shall not lose any seniority rights during such absence. Applications for leaves of absence will be considered by the Department Head only when the same may be granted without interference with the department operations, and when such requests are made in writing not less than two (2) weeks in advance of the proposed leave, specifying the reason therefore: provided however that the provision for advance notice shall be waived in cases of emergency. **Request for such leaves shall not be unreasonably withheld.**

18:01 (b) An employee may be granted two (2) days off without pay in each calendar year for personal reasons. 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. Such request shall be made in writing.

18:02 During the period of absence, the employee shall not, except as provided in paragraph 18:05 and 18:06, engage in gainful employment for any other person, firm, or corporation. Failure to comply with this provision may result in the discipline of the employee involved.

18:03 (a) Leaves of Absence without pay and without **loss** of seniority shall be granted upon request to two (2) employees at any time, who are elected or appointed to represent the Union at Divisional and National Conventions of the Canadian Union of Public Employees. Similar Leaves of Absence may be granted under the same conditions as aforesaid to employees not exceeding two **(2)** in number at any time who are elected or appointed to represent the Union at Seminars or other conventions provided the granting of such Leaves of Absence shall not unduly interfere with the operations of the Employer.

As a matter of convenience to those persons who are elected or appointed to attend conventions or seminars, mentioned herein, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the Bargaining Unit are in attendance at such conventions or seminars. In consideration of the Employer's action in this regard, the Union agrees to reimburse the employer for the wages paid to persons while away at conventions or seminars mentioned in the within clause upon receipt of an invoice to be provided to the Treasurer of the Union by the Employer.

18:03 (b) As a matter of convenience to those persons who are elected to the Executive Committee of the Union, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the Union Executive Committee are in attendance at regular Union meetings. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the wages paid to members of the Union Executive Committee while in attendance at regular Union meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in

the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular meetings of the Union held outside the scheduled working hours of an employee.

18:03 (c) Further, the University agrees to continue payment of wages at the normal rate of pay for the period of time Stewards are in attendance at regular membership meetings if held during their scheduled working hours and provided the University has received written notification of intent three (3) working days prior to the date of the said meeting. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the wages paid to Stewards while in attendance at regular membership meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in the within clause shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular membership meetings of the Union held outside the scheduled working hours of an employee.

18:04 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 will be granted to an employee as a bereavement leave in the event of the death of the legal or common-law spouse, son or daughter, **stepchild or child in legal guardianship**. 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, stepfather **or grandchild** of the employee. A leave of absence of one (1) day shall be granted to an employee as a bereavement leave in the event of the death of the grandparent of such employee. A leave of absence of one (1) day without loss of pay shall be granted to an employee for the purpose of attending the funeral of a the grandparent of the legal spouse of such employee. A leave of absence of three (3) days without loss of pay to be taken between date of death and date of burial shall be granted to an employee who has the sole responsibility of making the usual funeral arrangements in connection with the death of the grandparents of the employee or the employee's legal spouse. The time limits may be extended by the Department Head for extenuating circumstances.

18:05 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 a leave of absence without pay and without loss of seniority by the Employer

for a period of one (1) year; such leave may be renewed in successive years provided that the leave shall not exceed three (3) years in total. 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 up to five (5) years renewable for one (1) year to a maximum of six (6) years. The one (1) year renewal is subject to approval of the University.

18:06 Employees who are conscripted to serve in Her Majesty's Permanent Armed Forces or who enlist therein during hostilities 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 him/**her**.

18:07 (a) The Pregnancy Leave Policy applies to the female members of the bargaining unit. Eligibility for the Pregnancy Leave Policy requires 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 comparable position within the bargaining unit, if it does not.

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. A female staff member who adopts a child is subject to the same rights and obligations as those granted a pregnancy leave.
6. 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 this policy must be in accordance with the agreement that has to be filed by the University with Human Resources Development Canada pursuant to Reg. 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 Maternity Benefits pursuant to Section 22 and Adoptive Benefits pursuant to Section 12, Employment Insurance Act, 1996 or that he/she is not in receipt of 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's waiting period. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan. 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.

18:07 (b) PARENTAL LEAVE

The Parental Leave Policy applies to both male and female members of the bargaining unit. Eligibility for the Parental Leave Policy requires continuous employment at the University of Windsor for at least thirteen (**13**) weeks preceding the date of the birth or custody of the child.

The following terms and conditions only shall apply:

1. In the case of female employees who have taken a Pregnancy Leave, Parental Leave must commence no later than upon the expiration of the Pregnancy Leave to a maximum of thirty-five (**35**) weeks.
2. In the case of male employees, the Parental Leave commences anytime after the date of birth or custody of the child but no later than fifty-two (**52**) weeks after such date of birth or custody to a maximum of thirty-seven (**37**) weeks.

3. At no time shall the period of leave exceed thirty-seven (37) weeks in duration.
4. Vacation credits will continue to accrue while a person is on parental leave provided she returns to work for at least one (1) month.
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 and the Union.

18:07 (c) In the event a female employee adopts or where a male employee can provide reasons satisfactory to the Employee Relations Manager that he will have primary nurturing responsibility in the event of adoption, then the leave may be granted on the understanding that the individual is committed to return to regular employment with the University following the conclusion of the leave. For the purposes of this Article, "primary nurturing responsibility" shall mean a person who is a single parent. 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 normal basic earnings for the first two **(2)** weeks of parental leave.
- (b) During the following approved E.I. period of parental leave, to a maximum of fifteen (15) weeks, 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.

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 she is receiving Employment Insurance Maternity Benefits pursuant to Section 22 and Adoptive Benefits pursuant to Section 12, Employment Insurance Act, 1996 or that 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 she is in the Employment Insurance Commissions' waiting period. Staff should understand that such proof will not be made available by E.I. until after the leave has commenced and hence University payments will be retroactive.

18:07 (d) Employees shall remain full participants in all benefit and pension

programs and both the employer and the employee shall continue to be responsible for their respective premiums. However, it is understood that such employees may, at their discretion, choose not to participate in the benefit programs. Such option not to participate must be expressed in writing addressed to the Manager, **Pensions & Benefits**.

18:07 (e) A male employee of the Bargaining Unit shall be allowed two (2) days off with pay on the occasion of the birth or legal adoption of his child.

18:08 The Employer will grant a leave of absence without loss of seniority to an employee who serves as a Juror or witness in any court proceeding. The Employer shall pay such employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness excluding payment for travelling, 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 and having presented a Court receipt of payment to the Employer.

18:09 (a) EDUCATIONAL 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 his/her 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 his/her eligible dependents:

- Ontario Health Insurance Plan

- Green Shield Prepaid Prescription Plan
- Green Shield Dental
- Green Shield Vision
- Green Shield Semi-Private Hospital Coverage
- Green Shield Extended Health
- Green Shield Medex Card
- Group Life Insurance
- Long Term Disability Insurance* (Pay own premium)

*L.T.D. benefits will not commence until the end of the leave of absence period.

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 his/her classification in accordance with the seniority provisions of this Agreement. 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.

18:09 (b) The Dean, Department Head or Director as may be applicable, may grant a leave of absence to employees with pay for updating or new equipment familiarization leave. The purpose of such leave shall be to upgrade existing skill levels or to familiarize employees with new equipment or techniques in their respective fields. Such leave shall in normal circumstances not exceed one (1) week's duration.

18:09 (c) TRAINING:

- 1) The University shall establish a Joint Committee of equal numbers of Union and Management for implementation of a Professional Development Program. They shall define Professional Development and establish the parameters under which the Employee shall receive funding under the Global Fund, the amount of which will be mutually determined by the Joint Committee.

- (2) There shall be a Global Fund for the purpose of professional development of Local 1393 members, to be administered by the Department of Human Resources. The Director of Human Resources should be charged with the routine administration of the Professional Development Program.
- 3) The University shall provide time off, which shall not be supplemented by the Global Fund, to all individuals approved for professional development.
- 4) The University shall make available, on campus and off campus, programs in professional development.
- 5) The Supervisory Staff should have the responsibility to encourage participation in the Professional Development Program.
- 6) On June 30, 1998, the balance of the fund (not to exceed \$10,000.00) shall be rolled with an additional \$8,000.00 being added and this shall create a new Professional Development Fund effective June 30, 1998 for the subsequent year.

On June 30 of each subsequent year, the rollover of the existing fund (not to exceed \$10,000.00) and the addition of \$8,000.00 shall continue.

- 7) **The University agrees to attach as an appendix the Professional Development Program Guidelines. These Guidelines do not form part of the Collective Agreement.**

18:10

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 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:

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 his/her wages as set out in the Collective Agreement. The remaining percentage of his/her 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.

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 wages placed in trust are fully insured by the trustee or the Canadian Deposit Insurance Corporation up to a maximum of \$60,000 per employee. The University does not undertake insurance responsibility but rather undertakes to arrange for insurance coverage as per the foregoing.

The terms of the Master Trust Agreement governing the investment of the funds is subject to the approval of the Local.

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 he/she not been in the Plan.

Employee Benefit Coverage and Premiums

A participant's coverage for Life Insurance, O.H.I.P., Semi-Private coverage, L.T.D., Green Shield Drug, Dental, Vision, Extended Health and Medex coverage, in effect immediately prior to the leave, will be maintained by the University during his/her leave of absence, if eligibility conditions permit, however, the premium costs of all such Plans shall be paid by the participant during leave.

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 he/she 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.

Payout

At the commencement of the period of leave, the University shall pay to the participant the monies standing to his/her 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 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 he/she 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 his/her behalf by an Officer of the Local Union.

Applicability of Benefits

The 105 days 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

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 his/her 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, he/she 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.

18:11 All employees who meet the eligibility requirements for compassionate leave per the Employment Standards Act shall be provided such leave.

ARTICLE 19 - SALARIES

19:01 The Employer agrees to pay and the Union agrees to accept the schedule of rates attached hereto as Schedule " A and Schedule "B" during the term of this Agreement.

19:02 The payroll for all members of the bargaining unit shall be by direct deposit only **on a bi-weekly basis**. Payroll will be deposited into employee bank accounts by noon every second Thursday in accordance with Schedule A attached hereto. The Thursday pay will reflect work up to and including the previous Sunday. The parties agree that if either a statutory holiday or any holiday observed by a bank is observed during the week in which wages are required to be paid, the same may be paid on Friday of such week. The parties agree that if there should occur a breakdown or shutdown in electronic data transmission or if there should be an illness experienced by a member of the Payroll staff of the University such that it is not possible to make wages available on Thursday, such wages may be paid on Friday of such week.

The implementation of the new bi-weekly payroll for all employees will occur no later than three (3) months following the date of ratification.

19:03 (a) The Employer agrees to pay a premium of **fifty-five (\$.55) cents** per hour to any employee required to work a shift commencing after 11:59 o'clock in the forenoon and before 7:59 o'clock in the afternoon. He/she shall be entitled to the said premium for all hours worked by him/her during the shift.

Notwithstanding the foregoing provisions of the within clause, in the case of an employee in a Trades position in the Maintenance Department whose regularly scheduled shift ends after 4:00 o'clock in the afternoon, it is agreed the premium of **fifty-five (\$.55) cents** per hour will be paid to such employee for all work performed after 4:00 o'clock in the afternoon.

The Employer agrees to pay a premium of **sixty-two (\$.62) cents** per hour to any employee required to work a shift commencing after 7:59 o'clock in the afternoon and before 5:00 o'clock in the forenoon. He/She shall be entitled to the said premium for all hours worked by him/her during the shift.

19:03 (b) Only employees who are regularly scheduled to work on Saturday and Sunday shall be paid a premium of eighty (80¢) cents per hour.

19:04 Probationary employees shall, during their period of probation, be paid at

the rate set forth in Schedule " A and Schedule "B" attached hereto.

19:05 Employees leaving the employment of the University on account of retirement shall be entitled to any retroactive feature as it relates to salary, providing however that they were on the payroll on the termination date of the Agreement.

19:06 (a) An employee who is required to report for work outside his/her regular schedule of hours shall be paid a minimum of four **(4)** hours at the appropriate overtime rate [six (6) hours at his/her regular straight time rate for the Trades positions in the Maintenance Department] or the actual hours worked at the appropriate premium rate, whichever is the greater.

19:06 (b) Performing Work From Home

Employees who are called and, in situations where he/she would normally be required to report to work to perform a task but he/she has the ability to perform the task from home, shall be paid or be granted lieu time for a minimum of one hour at the appropriate premium rate.

19:07 (a) (For Trades Positions in the Maintenance Department Only)

Any employee required by the Employer to assume duties of a higher paid classification is to be paid at the scheduled minimum rate of the higher classification. The foregoing will not apply where an employee is required only to assist or work as a helper for a member of another classification.

19:07 (b) (For all members excepting the Maintenance Department)

If an employee is required to replace another employee in a higher classification for five (5) consecutive working days or more to perform the essential duties of the higher rated classification, such employee shall be paid the rate of pay for the higher classification as defined in Schedule "A".

19:08 There shall be no pyramiding of premium, overtime, holiday pay, sick pay or cost of living allowance.

ICI 20 - ROTEC OF INTERESTS

20:01

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) That the Employer may eliminate or discontinue any job, in whole or in part and/or hire independent firms or agencies to do any work, which in the opinion of the Employer cannot be adequately performed by the employees; provided however, that no employee who was employed by the Employer as of **April 1, 2004** and who has successfully completed his/her probationary period, either before or after the said date, shall be laid off by reason of the Employer contracting out, but in such event the Employer agrees to provide alternative employment for such employee at no loss of pay or seniority;
- (b) That in the event of new jobs being created, the regular rate of pay for such jobs will be determined by agreement between the Union and the Employer and 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 jobs immediately and striking rates of pay therefore, provided that the agreement reached between the parties or as the result of employment of the grievance procedure, shall apply retroactively to the date upon which such new jobs were established;
- (c) TECHNOLOGICAL CHANGE
 - (1) The provisions of this clause shall be applicable when the University intends to introduce new or modified equipment or machinery or processes that are significantly different in nature or design than that previously in effect, which could have the effect of eliminating a job classification, or requiring re-training or a new skill acquisition for an employee;
 - (2) In the event the University decides on the introduction of technological change as outlined in (1) above, the University shall normally inform the Union in writing and hold discussion

meetings with the Union and the people directly affected by the change. Such notification and discussion shall normally occur two (2) months in advance of the technological change but no later than one (1) month;

- (3) This written notice shall provide such relevant information as is available to the University at the time of notification. It shall contain pertinent data including: the nature of the change; the date on which the University intends to effect the change; the approximate number of employees likely to be affected by the changes and the effects the change may be expected to have on such employees;
- (4) The University shall provide the Union with new or revised information if and when such information becomes available during the notice period:
- (5) Normally within thirty (30) days of the date of the written notice period provided for in (2), the Union and the University shall meet to identify problems arising from this intended change and to discuss possible solutions;
- (6) Any employee affected by such technological change shall be given the opportunity for a reasonable amount of training to equip that employee for the operation of the new equipment or procedure. The employee will be paid at his/her existing rate during the training period. It is also understood that the University, following the training period, will evaluate the employee's ability to perform his/her duties concerning the new equipment and/or procedure at an acceptable level;

(d) (For Trades Positions in the Maintenance Department Only)

That supervisory personnel on the staff of the Employer or on the staff of another firm or corporation employed by the Employer to which supervisory or managerial functions are delegated shall not undertake work performed by members of the Bargaining Unit except in the case of emergencies or for the purpose of giving instructions;

- (e) Should there arise a necessity for a reduction of hours of work, the Employer agrees to utilize the lay-off procedure set forth in the within Contract, in place of a general reduction of hours.

ARTICLE 21 - SAFETY

- 21:01** The Employer and the Union agree to abide by the regulations and obligations as noted in the O.H.S.A. 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 plant and equipment is a matter of prime concern. The obligation of each employee to report safety hazards to supervisory personnel of the Employer and to take positive measures to correct the same is acknowledged. 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 so to do.
- 21:02** One (1) member of the Bargaining Unit shall be a member of the University Central Safety Committee and if meetings, inspections, and University sponsored or approved safety seminars are held during working hours, the employee shall suffer no loss of pay. The Union shall notify the Employee Relations Manager of the name of its appointee.
- 21:03** The Employer will provide copies of all accident investigation reports. Members of the Safety Committee will also receive quarterly accident reports. The President and Chief Steward will also receive copies of correspondence to W.S.I.B. involving Local 1393 members.
- 21:04** 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.

ARTICLE 22 - BENEFITS

- 22:01** The Employer agrees to pay on behalf of all Employees covered by this Agreement one hundred percent (100%) of the subscriber rate as may be applicable in the Ontario Health Insurance Plan. The Employer may tender the exact specifications of the Green Shield Supplemental Plan

and the Green Shield Number 3 Prescription Plan at a \$2.00 co-pay (Generic substitution shall be a feature of the Drug Plan), Green Shield E.H.B. Plan T4, (which shall include eligibility for an annual PSA test, **massage therapy to a maximum of \$600.00 per annum, Chiropractic to a maximum of \$400.00 per annum, Physiotherapy to a maximum of \$800.00 per annum, Private Room Coverage to a maximum of \$5,000.00 per annum**). Green Shield Dental Plan 15 at current O.D.A. rates (\$2,000.00 Orthodontist maximum) (Regular dental check-ups to occur once every nine months) (**Major Restorative 80%**), Green Shield Vision Care Plan (**\$300.00 plus one eye exam/24 mos.**) and a Green Shield Medex Card, lowest tender meeting the said specifications. The parties agree to continue to investigate drug formularies which will remove certain over-the-counter drugs from the drug program. The parties further agree to the implementation of the plan as established by the Committee, provided said plan has been unanimously agreed upon by the Committee. The Employer agrees to continue to pay one hundred percent (100%) of the subscriber rate applicable to the above mentioned plans until a new plan(s) shall come into effect. Thereafter, the Employer agrees to pay, in lieu of and instead of the above, one hundred percent (100%) of the subscriber rate applicable to the plan(s) accepted as a result of the tendering process. The specifications shall not be tendered until the University and the Union have agreed on the specifications.

22:02 (a) (For all Members excepting the Maintenance Department)

The Employer agrees to provide Group Life Insurance in the principal amount of two (2) times the person'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 negotiated base monthly salary as it may be from time to time by twelve (12) months times two (2), and then rounding the resultant amount to the next highest five hundred dollars (\$500.00). Further, the Employer agrees to provide members of the Bargaining Unit with **a Five Thousand Dollars (\$5,000.00) death benefit certificate** at age sixty-five (65) effective April 1, 2001.

22:02 (b) (For Trades positions in the Maintenance Department Only)

The Employer agrees to provide Group Life Insurance in the principal amount of two (2) times the person's annual base wage **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 wage mentioned above is to be calculated by multiplying the Employee's negotiated base hourly wages as it may be from time to time by two thousand and eighty (2,080) hours, times two (2), and then rounding the resultant amount to the next highest five hundred dollars (\$500.00). Further, the Employer agrees to provide members of the Bargaining Unit with a Five Thousand Dollars (\$5,000.00) **death benefit certificate** at age sixty-five (65) effective April 1, 2001.

22:02 (c) Upon payment of the benefit contained herein, the Union will be notified in writing of the Employer's compliance with this provision detailing the amount paid to the Employee's estate.

22:03 (a) The Employer agrees to maintain the present University of Windsor Employees' Retirement Plan with a benefit level of two percent (2%) for those persons retiring on or after July 1, 1985. 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 earnings prior to retirement multiplied by the employee's years of credited service and integrated with the Canada Pension Plan.

It is further agreed, employees will contribute six percent (6%) of their gross wages towards the cost of providing the level of benefit mentioned above integrated with the Canada Pension Plan. Further, the Employer agrees to contribute the additional amount necessary in order to provide the above mentioned new benefit level.

The parties agree to negotiate changes to Pension benefits separately through the University of Windsor and the Joint Union Pension Negotiating Committee (consisting of C.U.P.E. Local 1393, National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (C.A.W. - Canada) Local 2458 - Power Engineers; C.A.W. Local 195, and

non-union administrative staff).

The above is subject to other members of the Joint Union Pension Negotiating Committee also agreeing to bargain as a group.

22:03 (b) Employees shall normally be retired at the commencement of the first of the month following the members sixty-fifth (65th) birthday at the pension earned as of the date of retirement in accordance with the provisions of the University of Windsor Employees' Retirement Plan. However, at the request of the employee, but at the discretion of the University, a member's retirement may be postponed on a year-to-year basis, but in no event for more than two (2) years beyond the end of the month coincident with or immediately following their sixty-fifth (65th) birthday. Members wishing to postpone retirement must make application no later than 6 months prior to their sixty-fifth (65th) birthday.

22:04 The Employer agrees to provide for the employees covered by this Agreement, Workplace Safety Insurance coverage.

22:05 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.

22:06 The Employer agrees to provide reasonable work for those members of the Bargaining Unit who have received Workplace Safety Insurance Board salary 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 salary 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 salary 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. The Employer agrees to use its best efforts to provide reasonable work which they are qualified to perform for members of the Bargaining Unit who have not reached their sixty-fifth (65th) birthday and who have been disqualified from receiving Long Term Salary-Wage Continuance Insurance Benefits.

22:07 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 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

22:08 (a) The Employer agrees to provide Green Shield Number 3 Prescription Plan coverage at a One dollar (\$1.00) co-pay for all retired members of the Bargaining Unit and to pay one hundred percent (100%) of the cost of such coverage on behalf of such retired employees. Upon the death of an Employee who retired at the age of sixty-five (65) years or over, or who retired under the VER Plan, the employer agrees to continue the aforementioned coverage for the spouse. The Employer may tender the exact specifications of the above named Plan and accept the lowest tender meeting the said specifications. Thereafter, the Employer agrees to pay one hundred percent (100%) of the subscriber rate of the new plan(s) in lieu of and instead of the above mentioned rate. The specifications shall not be tendered until the University and the Union have agreed on the specifications.

22:08 (b) Retiree Benefits- Early retirees shall have the option of buying all of the benefits as outlined in 22:01.

Retirees at age 65 and older shall have the option of buying all of the benefits per 22:01 not mentioned in 22:08(a).

22:09 The University agrees to provide coverage of all benefits under clause 22:01 (excluding L.T.D.) 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 remarriage of the spouse, and dependent children to the age of twenty-one (21).

22:10 (For Trades positions in the Maintenance Department Only)

The Employer agrees to enrol 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 November 9, 1981, shall pay the employee's portion of the premium.

ARTICLE 23 - CLOTHING

23:01 (For all Members excepting the Maintenance Department)

The Employer will provide laboratory coats, safety glasses, gloves and aprons where necessary. For persons employed in the Faculty of Human Kinetics, **the Centre for Flexible Learning, and at the Help Desk in IT Services** the Employer agrees to make available rainwear and rubber boots as required. Further, the Employer agrees to provide such safety equipment **including prescription safety glasses**, as may be necessary in the opinion of the **Occupational Health & Safety Manager** for the University such that members of the Bargaining Unit can perform their work in a safe manner.

(For Trades positions in the Maintenance Department Only)

The Employer agrees to provide members of the Bargaining Unit with coveralls, safety rubber boots, rainwear and gloves whenever necessary.

The Employer agrees to provide a maximum of **Ninety (\$90.00)** dollars per year or **One Hundred and Eighty (\$180.00)** dollars once every two **(2)** years at the employee's option, upon the presentation of an authorized receipt towards the purchase of safety shoes for Bargaining Unit Employees designated by the University **Occupational Health & Safety Manager**.

23:02 (For Trades positions in the Maintenance Department Only)

The Employer agrees to provide three (3) uniforms in each twelve (12) month period for all members of the Bargaining Unit, in the Maintenance

Department. The Employer and Union agree to the system whereby:

- (a) The University will designate a supplier from a list of four **(4)** mutually determined between the University and the Union.
- (b) The University will provide the supplier with a list of all Union members entitled to clothing allowance.
- (c) Existing colours will be maintained.
- (d) The Uniforms shall be ordered prior to December 31 of each year. The Purchasing Department must have all uniform details by November 1 of each year (measurements etc.).
- (e) The uniforms must be picked up by the employees in the month of March.

There shall be a committee established of Union and Management representatives to consider and recommend on colour and specifications. Those on L.T.D. will not be able to claim uniform allowance.

Staff may choose two (2) T-shirts and two (2) regular shirts plus three (3) pants.

Employees who have been issued uniforms by the Employer, in compliance with this Agreement, shall be required to wear their uniforms at all times performing their jobs of work, and shall further be required to keep their uniforms clean and in proper repair.

The Employer agrees to provide each person employed in the classification of Plumber, Carpenter, Mason, Painter and Electrician with suitable winter **and suitable spring** jackets. Such jackets are to be provided every two (2) years and shall be ordered by August 31.

ARTICLE 24 - GENERAL CONDITIONS

24:01 The Union shall have the right to post notices of interest to its members on one bulletin board in each of the following buildings: Chrysler Hall, Biology Building, Maintenance Department, Essex Hall, Lambton Tower, Lebel Building, School of Dramatic Arts, Faculty of Human Kinetics Building, **the Computer Centre, the GLIER building and the CARE building.**

- 24:02** It shall be the obligation of each employee covered under the terms of this Agreement to inform the **Department of Human Resources** of his/her **current** residential address and telephone number.
- 24:03** **The employer agrees that Payroll deductions shall be made for** Government Savings Bonds, **The Neighbourhood Credit Union Ltd.**, the United Way and the Annual Giving Program, when written request is made by the employee.
- 24:04 (a)** The University shall make suitable office space available for the use of Local 1393 at an annual cost of One Hundred and Sixty Dollars (\$160.00). The University reserves the right to change the location of the office space from time to time.
- 24:04 (b)** The Employer agrees that the Bargaining Unit shall be allowed the use of the Inter Departmental Postal Services.
- 24:05** The Employer agrees to make every effort to provide parking space for each member of the Bargaining Unit requesting the same in the lot nearest to where the employee works. The Presidents of the five (5) non-academic Bargaining Units on campus shall appoint from their number on a rotating basis one (1) person to serve as a representative to the Parking Committee of the University, and the President of Local 1393, if appointed as such person, shall suffer no loss of salary if the meetings of the Parking Committee are held during the President's working hours. Each person so appointed shall serve no more than sixty (60) months in such capacity.
- 24:06** The parties are agreed employees may make 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 in writing prior to the exchange occurring, and further, provided no financial penalty is imposed on the Employer.
- 24:07** Employees will not be required to use their own vehicles to haul equipment. Any other use of employees' vehicles must have prior consent of the employee and his/her immediate supervisor. The mileage rate paid in such circumstances will be the standard rate established by the University from time to time.

The University will make every effort to provide transportation for the movement of equipment on campus whenever such transportation is requested.

(For Trades positions in the Maintenance Department Only)

The University agrees to provide transportation for members of the Bargaining Unit whenever such transportation is required in the opinion of the Employer.

24:08

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 spouse are eligible for free tuition for credit courses approved by the Senate of the University of Windsor. Dependents are defined as children of the employee, not over the age of twenty-six (26), for whom the employee provides regular financial support.
- (b) Employees receiving benefits under the Long-Term Disability Plan, their spouses and dependents, the spouses and dependents of employees who die in 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 of the employee, not over the age of twenty-six (26), for whom the employee provides regular financial support.
- (c) All applications for tuition remission shall be submitted in writing to the Director of Human Resources for his/her approval.

24:09

If a Department Head **requires** a member of the Bargaining unit to belong to any organization related to the Employee's work, the Employer shall pay the cost in full of such membership.

24:10 (a) (For all Members excepting the Maintenance Department)

The parties are agreed to the following procedure set forth below with regard to the job evaluation of newly created positions and present positions wherein the re-assignment of jobs of work may require re-evaluation. In the case of newly created jobs, job descriptions shall be written by **the Department Head**. Such job description must be **approved** by the **Employee Relations Manager** and the Union prior to submission to the **CUPE Local 1393 Joint Job Evaluation Committee**. Such position will be evaluated by the **JJEC** and a classification established as being one of the classifications set forth in Schedule "A" of the within contractual agreement. Such decision of the **JJEC** shall be final and binding on the Employer and the Union until the Employee has been in the position for twelve (12) months. With regard to the re-evaluation of jobs in existence as of the date of the within contractual agreement, the parties are agreed to the following: Application for review of current evaluations must be reviewed within six (6) months of the date of application, dates may be extended by mutual consent of the Employer and the Union; If jobs of work assigned to a member of the Bargaining Unit are changed by the Employer, the Union may require the **JJEC** to re-evaluate such position; Such decision shall be final and binding on both the Employer and the Union; It is further agreed that any salary changes which may be necessitated by reason of upward re-evaluation shall be retroactive to the date on which the position incumbent applied for the re-evaluation; If the review of the position evaluation results in a reduction of the job classification, the reduction to the new classification will not affect the present incumbent; Any one position may be re-evaluated only once in any twelve (12) month period; The incumbent and/or his/her Department Head may attend the evaluation meeting to answer questions of the Job Evaluation Committee related to job changes.

24:10 (b) (For all members excepting the Maintenance Department)

The parties are agreed to the following procedure set forth below with regard to the **job** evaluation process:

- 1) **The parties agree to use the Hay Management job evaluation system to evaluate all jobs;**
- (2) The Joint Job Evaluation Committee (JJEC) shall consist of two

members plus two alternates appointed by the Union, two members plus **two** alternates appointed by the University;

- (3) Those members of the JJEC shall be granted a leave of absence with pay at their current rate and without loss of seniority for periods of time spent on committee business including training. These members will continue to have all rights and privileges of the Collective Agreement to which the employee would normally be entitled.
- (4) Alternates to the JJEC will be trained as required with the appropriate time off with pay and without loss of seniority.
- (5) The documented Terms of Reference established by the **JJEC** may be modified periodically as deemed necessary by the **JJEC** provided they meet the intent of the job evaluation process.
- (6) A standard form for application for evaluation shall be used by all members of **CUPE 1393** requesting an evaluation of their job. Applications for evaluation shall be submitted to the Employee Relations Manager.
- (7) The JJEC shall evaluate all jobs based on the information contained in the job description as submitted by the incumbent with the approval of the supervisor as well as information provided during an interview with the incumbent and his/her supervisor. When determined by the **JJEC** to be necessary, the committee may conduct a work site tour to gather additional information relative to the evaluation of the job.
- (8) Incumbents will be allowed to appeal their position evaluations once per evaluation. However, consensus decisions of the JJEC shall be final and non-grievable.
- (9) The JJEC may refer to arbitration any dispute as to the final point evaluation of a particular job subject to the Arbitrator being knowledgeable and trained in Job Evaluation.
- (10) The Employer has the right to write new job descriptions or revise existing job descriptions further to its right to direct the workforce.
- (11) In the event of a newly created job description, the JJEC shall evaluate the job to determine its appropriate point value before the

position is posted. The job shall be re-evaluated no later than one year after its implementation subject to the Terms of Reference to ensure the evaluation's accuracy. In situations where the JJEC is not available, the Department of Human Resources shall render a tentative classification.

- (12) The point bands as established by the JJEC shall be set out in Schedule " A of the within agreement. For those positions affected by the Springate Arbitration decision, the parties agree to transfer the agreed upon point values from the Non-Union Administrative Job Evaluation Committee to the CUPE 1393 job evaluation system. Further, the parties agree to include in Schedule " A the point bands established and agreed upon during 2004 collective bargaining.
- (13) Not more than once per year, a revised job description may be submitted to the Employee Relations Manager who will conduct a review of the job duties with the incumbent and the supervisor. In the event that this review determines that the job duties have changed sufficiently, the Employee Relations Manager shall convene a meeting of the JJEC to re-evaluate the job subject to the Terms of Reference. Where an Employee has been directed to repeatedly perform duties not included within the existing job description, such Employee may petition the Supervisor to revise their job description to include such duties in the job description. Failing agreement to include such duties that the Employee has been directed to repeatedly perform but which are being refused to be included into the official job description, the Employee shall have access to the grievance procedure.
- (14) Position descriptions shall, in no instance, exceed four (4) double-spaced pages.
- (15) It is agreed that any salary changes which may be necessitated by reason of upward re-evaluation shall be retroactive to the date on which the position incumbent or supervisor applied for re-evaluation. In the event of a workplace re-organization, or a newly created job description, the evaluation shall be retroactive to the date on which the duties were assumed by the incumbent.
- (16) If the re-evaluation results in a reduction of the job classification, the reduction to the new classification will not affect the present incumbent.
- (17) To ensure that job descriptions remain current, they shall be reviewed every five (5) years by the incumbent and Department

Head/Supervisor for accuracy. Should the job description be rewritten it will be brought to the JJEC for re-evaluation.

- (18) In all cases, the Union shall receive copies of the final Job Descriptions and their evaluations.
- (19) Nothing in this clause abrogates the rights provided for under the Pay Equity Act.

24:11 A member of the Bargaining Unit shall not be engaged, hired, or retained as an independent contractor by the University outside the employee's regular working hours to perform work of the Bargaining Unit. In the event that an employee is unable to complete his/her work during his/her regular working hours, the work is to be performed by the employee on an overtime basis. Overtime work shall be performed only with the prior approval of the employee's supervisor.

24:12 A member of the Bargaining Unit shall not sell or attempt to sell a good or service to the University, except that he/she shall first declare his/her interest in the matter - such declaration to be disclosed in written detail to the employee's supervisor and the Purchasing Department of the University. A copy of such declaration shall be forwarded from the Purchasing Department to the Union President addressed as Personal and Confidential.

24:13 A member of the Bargaining Unit shall not for his/her own financial benefit use the facilities, equipment, or materials of the University either before, during or after his/her regular working hours for the purpose of carrying on work, or providing a service, for outside persons, firms, corporations or other organizations.

24:14 (For all Members excepting the Maintenance Department)

If any 'emergency' section of any clause of the within Contractual Agreement is implemented by the Employer, the Employer will notify the Union in writing within twenty-four (24) hours stating reasons for the emergency.

24:15 The Employer agrees to include on the employees' T4 Slips, the Union dues paid by the employees.

24:16 A Plumber, Painter, Mason, Electrician, or Carpenter as set forth in Schedule " A hereof shall be required to have a valid certificate of qualification for the applicable trade as determined by the Employer

24:17 The Employer agrees to replace hand tools broken on the job, such replacement to be made by the Employer on the basis of providing a tool of like value on presentation of the broken tool. Furthermore, the Employer agrees to replace tools stolen from any properly secured area on University property or from a properly secured University truck or vehicle, subject to verification.

24:18 (For Trades Positions in the Maintenance Department Only)

The Employer shall use its best efforts to provide suitable accommodation for employees to have their meals and keep their clothes. It is agreed employees will use these accommodations or other on-campus eating facilities unless leaving the campus, at which time such employees shall punch the time clock in and out.

24:19 [For Trades Positions in the Maintenance Department Only)

The parties agree that the Employer will provide updated job descriptions of the trades positions, bearing in mind the need to be certified by the Province to work at the University of Windsor as a Plumber, Carpenter, Mason, Painter, or Electrician. Any revisions to the above descriptions shall be within the scope and jurisdiction of the particular trade and should not result in **deskilling** of the above trades.

Certified persons employed in C.U.P.E., Local 1001 shall be allowed to continue the present practice of performing welding duties as they relate to the Grounds Department equipment only. The parties agree to continue the practice that when certified **C.U.P.E., Local 1393** members perform the duties of welding, they shall receive the wage rate equivalent to that of an Electrician as provided for in Schedule " A of the within Collective Agreement.

ARTICLE 25 - COPIES OF AGREEMENT

25:01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Union and the Employer shall share the cost of printing a sufficient number of copies of the Agreement for distribution amongst each of the Employees covered hereunder.

ARTICLE 26 - GENERAL

DEFINITIONS

26:01 (a) **Full-Time Permanent Employee**

The Employee works the full regular hours of the University on a continuing year-round basis with no termination date anticipated at the time of appointment.

26:01 (b) **Full-Time Term Employee**

The Employee's terms of employment are as in (a) above except that the scheduled work year is at least seven months but less than twelve months, with a recurring scheduled lay off without pay during the balance of each calendar year. These Employees shall be entitled to the benefits during their period of lay off.

26:01 (c) **Temporary Employees**

An Employee who is hired to fill a position or vacancy within the Bargaining Unit for a period not to exceed sixty (60) calendar days.

26:01 (d) **Substitute Employees**

An Employee who is hired to replace a Full-Time Permanent Employee who is on Maternity Leave, Approved Leave of Absence, Long Term Disability, Workplace Safety Insurance, or appointed to a position outside the Bargaining Unit.

26:01 (e) Part-Time Employees

(For Trades positions in the Maintenance Department Only)

Part-Time Employees are Employees working less than 20 hours per week.

26:01 (f) Trades Positions

(For Trades positions in the Maintenance Department Only)

The trades positions shall be the classifications of Plumber, Carpenter, Electrician, Painter, and Mason.

26:02 The Employer shall, where possible and practicable, fulfil requests for information pertaining to Bargaining Unit Employees, provided such information *is* relevant to the collective bargaining process, does not violate confidentiality, and is not reasonably obtainable by the Union through its own resources. Denials of such requests shall not be subject to the grievance procedure.

ARTICLE 27 - TERM OF AGREEMENT

27:01 This Agreement shall be binding and remain in effect from the date of signing to the **31st day of March, 2007** and shall continue from year to year thereafter, unless either the Union and/or the Employer being desirous of changes or amendments hereto shall, not more than ninety (90) days but not less than thirty (30) days prior to the **31st day of March, 2007**, submit to the other party a notice in writing setting forth its desire to amend or terminate the Agreement. Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

ARTICLE 28 - COST OF LIVING ALLOWANCE

28:01 All employees within the Bargaining Unit shall be paid a cost of living allowance based on the cost of living formula as set forth below:

The cost of living allowance will be determined in accordance with changes in the Consumer Price Index, published by Statistics Canada (**1961 = 100**) and hereinafter referred to as the Consumer Price Index.

The base Consumer Price Index shall be the Consumer Price Index for June **2004**. The first (**1st**) cost of living adjustment will be based on the Consumer Price Index of August **2003** and each three (3) months thereafter compared to the base Consumer Price Index for June **2004**.

Cost of living adjustments shall be made on the pays of the following dates: October **15,2004**; January 15, **2005**; April **15,2005**; and each three (3) months thereafter.

The cost of living rate adjustment shall be one cent (**1¢**) per hour for each point five (.5) change in the Consumer Price Index.

The cost of living allowance will be adjusted up or down if and as required for each quarterly period in accordance with the above mentioned formula, provided however, that in no event will a decline in the Consumer Price Index below the figure as recorded for June, **2004** provide a basis for further reduction in the basic rates as set forth in Schedule " A of the within Agreement.

The amount of cost of living allowance in effect at any time shall be included in computing vacation pay, holiday pay, call-in pay, sick leave pay, paid leave of absence, and Workplace Safety Insurance payments.

The amount of cost of living allowance shall be included in computing overtime pay except that there shall be no pyramiding.

As of June **30, 2004**, the cost of living rate adjustment will be added to the base rates set forth in Schedule " A in order to create new base rates - said new base rates to be effective as of July 1, **2004**.

Upon creation of new base rates as provided in the preceding paragraph, a new base Consumer Price Index shall be established and shall be calculated as being the Consumer Price Index for February **2004**, minus 2.5 points.

This Article shall be frozen during the life of the Collective Agreement and no monies will be generated or paid during the term of the Collective Agreement.

ARTICLE 29 - APPRENTICESHIP PLAN

- 29:01** The Employer and the Union agree that an Apprenticeship Training Program may be established by the Employer in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act 1998.
- 29:02** An advisory committee shall be established encompassing not more than two representatives from each of: (1) the appropriate department; (2) the Union (one person must represent the trade concerned); (3) the Department of Human Resources; along with the apprentice. Such committee and the apprentice shall meet not less than once every six (6) months until the apprentice acquires their certificate of qualification. The Committee will insure the rules and regulations concerning the procedures of the Apprenticeship Training Program are adhered to by all parties and will discuss the scope of work and training exposure that the apprentice is receiving and shall determine the appropriate level and corresponding wage rate. Employees attending meetings within their working hours shall suffer no **loss** of wages.
- 29:03** When a position is established under the Apprenticeship Training Program the Employer shall notify the Union in writing and post notice of the position on all bulletin boards herein provided for, for a minimum of seven calendar days. The Employer shall consider only the ability, knowledge and aptitude of the applicants to do the job in determining who if any is selected to the position.
- 29:04** A person working under the Apprenticeship Training Program shall be considered to be on probation for ninety (90) calendar days following his/her employment. At the conclusion of which he/she will be indentured as an Apprentice.
- 29:05** As per Ontario Legislation, the parties agree to the apprentice rates contained in Schedule "B".
- 29:06** Upon satisfactory completion of the probation period, the Apprentice will

be granted seniority back to the date of hire in the Apprenticeship Classification.

ARTICLE 30 - SPECIAL WORKING CONDITIONS

30:01 **Residence Manager Position**

The Parties agree that the position of Residence Manager will work a flexible schedule and will be entitled to the following:

- a furnished apartment including utilities, at a reduced rate of rent of Four Hundred Dollars (\$400.00) per month to be deducted from their payroll on a monthly basis;
- a Residence meal plan of One Thousand Dollars (\$1,000.00);
- a Ninety Dollars (\$90.00) laundry SMART card;
- a private phone line and cable TV connection in their apartment.

30:02 **Student Recruitment Officers**

The Parties agree that these positions will work a flexible schedule.

30:03 **Nurse**

The Employer agrees to pay the costs associated with the required liability and/or malpractice insurance.

LETTERS OF INTENT

1) LONG TERM SALARY-WAGE CONTINUANCE INSURANCE PLAN

It is agreed by both parties that the University, with regard to L.T.D., will share relevant market data with C.U.P.E. Local 1393 concerning the best rate possible for L.T.D.

2) **APPRENTICE OVERTIME (14:06)**

From time to time, the University has taken advantage *of* programs of the government to take on apprentices in trades areas. Among the issues *of* concern is the assignment *of* overtime to persons holding these positions. The following outlines the intention of the University and Local 1393 regarding overtime.

Generally, there is no preclusion to utilizing an apprentice on overtime, but there is no guarantee to equalization of overtime with the certified trades covered under Clause 14:06.

Under normal circumstances, the apprentice can only be asked to work overtime for tasks that they are competently trained after all persons in that trade have been asked and turned down the work. Depending on the circumstances, the supervisor may be required to be in attendance at the work site.

Recognizing that some "emergency work" is done on off hours, the University will endeavor to schedule the apprentice in a support role with other trades personnel when applicable.

Recognizing that an apprentice is expected to be exposed to a wide range of experiences within the trades, scheduled overtime to perform work that is not *or* cannot be performed during normal work hours should include the apprentice when applicable.

3) **ARTICLE 20:01**

(For all members exceptinn the Maintenance Department)

The Parties agree that when there may be concerns regarding non-union employees performing work of the bargaining unit, the Union President shall notify the Employee Relations Manager and if necessary, meet to review the said concerns and implement the appropriate action.

LETTER OF UNDERSTANDING RE: ARTICLE 17
LONG TERM DISABILITY INSURANCE

The parties agree that the University of Windsor will not hereafter enter into a contract of disability insurance respecting the Group Long Term Disability benefits for members *of* C.U.P.E. Local 1393 without prior consent *of* C.U.P.E. Local 1393. The parties further agree that such practices as currently exist, i.e., benefit adjustments based on changes *in* Schedule A wage rates, shall continue until such time as expressly changed

by the parties.

The parties also agree that the contract of insurance entered into by the University of Windsor with Great-West Life Assurance Company, along with the University's other existing practices as mentioned above, meets the requirements of the Collective Agreement, Article 17.

LETTER OF UNDERSTANDING RE: EMPLOYMENT EQUITY

The parties agree to participate in the Joint University-wide **Employment Equity Coordinating Committee** (consisting of representatives from C.A.W. Local 2458, C.A.W. Local **2458-Engineers**, C.A.W. Local 2458 Part-Time, C.A.W. Local **1393**, C.U.P.E. Local **1001**, C.A.W. Local **195**, and Non-Union Administration) to address **issues concerning employment equity at the University of Windsor**. Decisions of such **Committee/Subcommittees must be ratified by each individual constituency as applicable (C.A.W. Local 2458, C.A.W. Local 1393, C.A.W. Local 2458-Engineers, C.U.P.E. Local 1001, C.A.W. Local 195, and Non-Union Administration).**

LETTER OF UNDERSTANDING REGARDING ORGANIZATIONAL CHANGE

In the event of layoff(s), the Employer will meet with the Union no later than two weeks before notice of layoff(s) is given to discuss the implication of such layoff(s). The parties will meet to identify possible alternatives to the proposed layoff(s). It is understood that such meetings are consultative only and non-binding upon the parties.

LETTER OF UNDERSTANDING RE: ARTICLE 8:08

The Parties agree that workplace issues may arise requiring the assistance of a union representative outside of the normally designated time allotted to the President. It is agreed that when possible, every effort shall be made by the President of the Local to refer such issues to those other representatives. It is agreed that when dealing with such workplace issues, the said Union representative shall suffer no **loss** of salary.

LETTER OF UNDERSTANDING REGARDING ARTICLE 17:01

As may be requested from time to time by the President of the Local, the Employee Relations Manager will endeavour to provide, in a timely fashion, appropriate information pertinent to the Long Term Disability Program.

LETTER OF UNDERSTANDING RE: PAY EQUITY

The implementation spreadsheet as negotiated by the parties covers all non-Trades positions of **C.U.P.E. Local 1393**. Due to a change in circumstance, the job evaluation point values from the Non-Union Job Evaluation Committee for those employees affected by the Springate Award are merged with the point values of the **CUPE Local 1393** Joint Job Evaluation Committee. The negotiated Schedule " A reflects all pay equity adjustments.

SCHEDULE A' - BASE MONTHLY SALARIES AND HOURLY RATES

(For all Members excepting the Maintenance Department)

CLASSIFICATION	Current	April 1 or July 1, 2004	April 1, 2005	April 1, 2006
IX	N/A	\$6,475.01 \$42.69	\$6,669.26 \$43.97	\$6,869.34 \$45.29
VIII	N/A	\$6,074.76 \$40.05	\$6,257.01 \$41.25	\$6,444.72 \$42.49
VII	N/A	\$5,735.33 \$37.82	\$5,907.33 \$38.95	\$6,084.58 \$40.12
VI	N/A	\$5,147.09 \$33.94	\$5,301.50 \$34.95	\$5,460.54 \$36.00
V	\$4,361.05 \$4,590.75*	\$4,728.47 \$31.18	\$4,870.33 \$32.11	\$5,016.44 \$33.08
IV	\$4,154.55	\$4,279.25 \$28.21	\$4,407.58 \$29.06	\$4,539.83 \$29.93
III	\$3,684.68	\$3,795.17 \$25.02	\$3,909.08 \$25.77	\$4,026.33 \$26.55
II	3,345.93	\$3,446.31 \$22.72	\$3,549.70 \$23.40	\$3,656.19 \$24.11
I	\$3,056.36	\$3,148.05 \$20.76	\$3,242.49 \$21.38	\$3,339.77 \$22.02

*Current New Rate

**SCHEDULE " A - BASE HOURLY
WAGE RATES**

(For the Trades positions in the
Maintenance Department Only)

CLASSIFICATION	Current	April 1, 2004	April 1, 2005	April 1, 2006
Painter	\$24.15	\$24.87	\$25.62	\$26.39
Electrician	\$27.51	\$28.34	\$29.19	\$30.07
Plumber	\$28.27	\$29.12	\$29.99	\$30.89
Mason	\$27.65	\$28.48	\$29.33	\$30.21
Carpenter	\$25.18	\$25.94	\$26.72	\$27.52

The renewal Agreement shall be effective from the **1st day of April, 2004** and shall continue in effect until the **31st day of March, 2007**.

SCHEDULE "B" - APPRENTICE RATES

Entry Level	45% of Job Rate
Level I	55% of Job Rate
Level II	65% of Job Rate
Level III	75% of Job Rate
Level IV	85% of Job Rate
Level V	Job Rate

Schedule "B" is effective date of ratification of the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers on this **20th** day of **August, 2004**.

UNIVERSITY OF WINDSOR

President

Director of Human Resources

Employee Relations Manager

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NUMBER 1393

President

Secretary

Representative