

# COLLECTIVE AGREEMENT

Dated April 1, 2022

between

UNIVERSITY OF WINDSOR



University  
of Windsor

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION NUMBER 1393



*The trades, technical and professional staff  
proudly celebrating our shared history  
with the University of Windsor*

THIS AGREEMENT made this 9<sup>th</sup> day of December, 2022

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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## **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 this Agreement.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all employees in the bargaining unit.
5. **To advance our commitment to achieve greater equity, diversity, inclusion and decolonization by addressing systemic barriers, particularly those experienced by members of underrepresented or disadvantaged groups, by embedding the principles of equity, diversity, inclusion and decolonization in all we do.**

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 UNIFOR Local **444**; UNIFOR Local 2458 - Power Engineers; the Canadian Union of Public Employees, Local 1001; the Canadian Union of Public Employees, Local 4580; UNIFOR 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 Agreement.
- 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 and 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 eighteen (18) months with a substitute employee who shall not acquire seniority status during the aforementioned period.

If the leave extends beyond the period outlined above, the Employer may, with the written consent of the Union retain the substitute employee for a further one hundred and eighty (180) calendar days. The Union will respond to the Employer's written request within seven (7) working days.

For scheduled leaves as listed in Article 19 or for periods when a bargaining unit employee transfers temporarily, per Article 11, to another bargaining unit position, the Employer may replace the employee for up to three hundred and sixty-five (365) calendar days or the period of the scheduled leave, whichever is lesser with a substitute employee who shall not acquire seniority status during the aforementioned period.

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 Article 3:05, time worked by a substitute or temporary employee will not count towards the probationary period prescribed in Article 9:04(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 Article 3:07, the provisions of Articles 16 and 17 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 11 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 (a) When, within three (3) months of the end date of the substitute or temporary appointment, a substitute or temporary employee is appointed permanently, as a result of the posting procedure outlined in Article 11, to the position in which they worked as a substitute or temporary employee, they 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.

3:05 (b) In the event a substitute or temporary employee is appointed permanently as a result of the posting procedure outlined in Article 11, without a break in service, to a different position(s), they will have their seniority recognized from the original date in such substitute or temporary position(s). Their seniority will be recognized upon successfully completing the probationary period of the permanent position.

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 or the total period of a scheduled leave, whichever is lesser, they 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 10	Seniority and Lay Off
Article 11	Promotions, Staff Changes and Job Postings
Article 16	Holidays
Article 17	Vacations
Article 18	Long Term Salary-Wage Continuance Insurance Plan
Article 19	Leaves of Absence
Article 21	Protection of Interests
Article 23	Benefits <b>(understanding that Article 23.11 will include</b>

Article 24	substitute employees)
Article 25:08	Clothing
Article 26	General Conditions: Tuition Remission
	Job Evaluation

**ARTICLE 4 - DEFINITIONS**

**4:01 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.

**4:02 Full-Time Term Employee**

The Employee's terms of employment are as in Article 4:01 above except that the scheduled work year is less than twelve (12) months, with a recurring scheduled lay off without pay during the balance of each calendar year. These employees shall be entitled to benefits during their period of lay off.

**4:03 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) working days.

**4:04 Substitute Employees**

An Employee who is hired to replace a full-time permanent employee who is on Pregnancy Leave, Parental Leave, Approved Leave of Absence, Long Term Disability, Workplace Safety and Insurance, or appointed to a position outside the bargaining unit.

**4:05 Part-Time Employees (For Trades positions in the Maintenance Department Only)**

Part-time employees are employees working less than twenty (20) hours per week.

**4:06 Trades Positions (For Trades positions in the Maintenance Department Only)**

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

**4:07 Team Leaders**

(a) Team Leaders will have general responsibility for the following duties:

- (i) To assist in the direction of employees in their own or other classifications.
- (ii) To carry out work of a specialized nature, whether or not such work entails the direction of others.
- (iii) To ensure that employees under their direction observe working hours.
- (iv) To perform the duties of their classification.



- (b) **Employees functioning as Team Leaders will have these responsibilities considered as part of the job evaluation process.**
- (c) **Team Leaders will not have the authority to discipline employees who work under their direction.**

**ARTICLE 5 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE**

5:01           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 a discrimination and harassment-free campus **and to providing a safe learning and work environment while maintaining a workplace that is free of discrimination and workplace harassment as required by the Occupational Health and Safety Act and the Ontario Human Rights Code.**

5:01   (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, sex, gender identity, gender expression, pregnancy, 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.

**Notwithstanding the foregoing, the provisions of this Article may be superseded by the Pay Equity Act or any other equity, human rights or other employment-related legislation.**

5:01   (b)   HARASSMENT is a form of discrimination and **in addition to the definitions provided under the Occupational Health and Safety Act and the Human Rights Code**, is defined as:

(a)   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

- (b) treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of creed, age, sex, gender identity, gender expression, pregnancy, 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.

5:01 (c) SEXUAL HARASSMENT

(i) **Definition**

**Sexual harassment is a specific form of discrimination defined under both the Occupational Health and Safety Act and the Human Rights Code and encompasses all forms of sexually inappropriate behaviour and sexual violence. These include, but are not limited to, sexual assault, threat of sexual assault, criminal harassment (including stalking and cyber harassment), relationship violence and gender-based misconduct.**

(ii) **Formal Investigation**

**Complaints into allegations of sexual misconduct, which necessitate a formal investigation will be conducted by an external investigator, in accordance with the University of Windsor Policy on Sexual Misconduct. In this regard, the Employer shall consult with the Union on the choice of external investigator prior to commencing the investigation.**

5:01 (d) If an employee believes they have been harassed and/or discriminated against, as defined in Article 5:01(a), (b) or (c), they may:

- a) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses, and details; or
- b) report the complaint to a University representative and seek assistance in addressing the issue. **For matters of Sexual Harassment, this could include**

**reporting the complaint to the Office of Sexual Violence Prevention, Resistance and Support; or**

- c) report the complaint to a Union representative and seek assistance in addressing the issue which may include initiating a grievance under Article 12.

5:01 (e) Investigative Training

The Union shall appoint three (3) members who will conduct investigations on behalf of the Union. The Union and Employer representatives will participate in harassment training. All costs of such training shall be incurred by the Employer.

5:01 (f) REVIEW/INVESTIGATION OF COMPLAINTS

Review of Complaint

Upon receipt of a complaint, the Supervisor or Union representative will inform the Manager, **Labour Relations** within five (5) working days. The Manager, **Labour Relations**, or designate, and a Union Committee representative will jointly interview the complainant within five (5) working days of the Manager, **Labour Relations** being notified to determine whether or not the allegation of harassment or discrimination meets the definition in Article 5:01(a), (b), or (c). If the review determines that the allegation does not meet the definition in Article 5:01(a), (b), or (c), the complainant will be advised that no further action is necessary. If the parties disagree, the complaint will move forward to the investigation stage **and a determination will be made as to whether an external investigator is required. The Employer shall consult the Union on the choice of external investigator prior to commencing the investigation.**

**To ensure a timely review/ investigation can occur, it is understood that a member who has brought forward a complaint or who is the respondent to a complaint under this Article will participate in any investigation and will be afforded the opportunity to be accompanied by a Union Representative to do so. If such member is absent from work due to illness, reasonable accommodations will be made to ensure their timely and ongoing participation in the process, as supported by the employee's medical practitioner.**

5:01 (g) Investigation - Informal

The Manager, **Labour Relations**, or designate, and the Union Committee Representative will interview the employee jointly and advise the employee if the complaint can be resolved immediately. If the complaint cannot be resolved immediately, or if there is disagreement between the parties, the complaint will move forward, in writing, to a formal investigation.

Investigation - Formal

Should a formal complaint investigation be required, an interview of the respondent, witnesses, and other persons named in the complaint will be conducted. The investigation process will not exceed twenty (20) working days, which can be extended with mutual agreement. A written report will be prepared by the Manager, **Labour Relations**, or designate, copied to the Union Committee representative within

fifteen (15) working days of the completion of the investigation. Such report shall include: the background of the case, including the allegations, the response, and the steps taken to resolve the complaint. A copy of the findings shall be sent to the complainant and the respondent.

If the joint investigation confirms that discrimination or harassment has occurred, the Manager, **Labour Relations**, or designate, will make a determination of the appropriate resolution, and immediate action will be taken to put an end to the discrimination or harassment. The Union Committee representative will be notified, prior to communicating with the complainant and respondent, regarding the action to be taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition. It is agreed that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code.

- 5:01 (h) Following the investigation, should the complaint remain unresolved, it may be inserted into Step 5 of the grievance procedure for resolution. The parties agree that complaints will not be pursued through both the grievance and harassment complaint procedure, simultaneously.

If an employee so chooses, prior to the grievance procedure the complaint may be made with the Office of Human Rights, Equity & Accessibility.

- 5:01 (i) Where the alleged harasser is the person who would normally deal with any of the steps of the investigation or grievance procedure, the complaint or grievance shall automatically be sent forward to the **Director, Staff and Labour Relations**. At no time during or after a discrimination, harassment or sexual harassment investigation or grievance shall the grievor be removed and relocated from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

**ARTICLE 6 - UNION SECURITY**

- 6:01 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, by-laws and/or policies. 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:

UNIVERSITY OF WINDSOR EMPLOYEES DUES CHECK OFF CARD

I, \_\_\_\_\_, \_\_\_\_\_  
hereby  
Last Name First Name

authorize the University of Windsor to deduct, and to pay to the union, the initiation fee as well as the sum of dues and/or assessments as outlined in the relevant collective agreement.

- |  |   |
|--|---|
| <input type="checkbox"/> CUPE Local 1001 Full Time   | <input type="checkbox"/> CUPE Local 1393                    |
| <input type="checkbox"/> CUPE Local 1001 Part Time   | <input type="checkbox"/> UNIFOR Local 2458 Full Time Office |
| <input type="checkbox"/> UNIFOR Local 2458 Engineers | <input type="checkbox"/> UNIFOR Local 2458 Part Time Office |
| <input type="checkbox"/> UNIFOR Local <b>444</b>     |   |

Employee # \_\_\_\_\_ Employment Commencement Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

- 6:02 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.
- 6:03 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.
- 6:04 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.
- 6:05 The Employer will provide to the Union, through its Union Recording 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.

6:06 (For Trades positions in the Maintenance Department Only)

In the case of part-time employees, 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 7 - STRIKES AND LOCKOUTS**

7:01 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.

7:02 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 8 - NOTICES**

8:01 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 Union Recording Secretary of the Union, to Union Communications Email and the Manager, **Labour Relations** of the Employer respectively.

#### **ARTICLE 9 - REPRESENTATION**

9:01 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.

- 9:02 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.
- 9:03 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.
- 9:04 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 this Agreement, the Manager, **Labour Relations** of the Employer and/or the Union Recording 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.
- 9:05 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 Manager, **Labour Relations** of the Employer in writing of the names of the Chief Steward and of the other Stewards and of any other changes therein.
- 9:06 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 Manager, **Labour Relations** as soon as possible prior to the commencement of negotiations), established to conduct negotiations for a renewal of this Agreement pursuant to Article 28, 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 two (2) full days with pay to prepare and finalize bargaining proposals.
- 9:07 It is agreed between the parties that representatives of the Local shall suffer no loss of salary whenever they are requested by a proper University official to attend upon that official for discussion purposes. The Union Representative will provide two (2) working days' advance notice to their supervisor, where possible, prior to attending a scheduled meeting.
- For any other meeting, the Union Representative will provide their supervisor as much notice as possible.
- 9:08 The President of C.U.P.E., Local 1393 shall be allowed the last three and a half (3.5) hours of their shift five (5) days of each week with pay for the purpose of conducting Union business. Meetings will be scheduled to occur during the Local President's

union time, whenever possible, **it being understood that workplace issues may arise requiring the assistance of a Union Representative outside of the normally designated time allotted to the President and in such cases, the President shall make every effort to refer such issues to those other representatives. In these cases, the said Union Representative shall suffer no loss of salary.**

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 their Department Head.

9:09 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 10 - SENIORITY AND LAY OFF**

10:01 (a) For employees employed in a position of the bargaining unit on April 23, 1990 and who maintain 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.

10:01 (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.

10:02 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, layoffs and suspension.

10:03 Seniority lists shall be posted on the fifteenth day of January, April, July and October of each year by the Employer on the bulletin boards herein provided for. Copies of the said seniority list shall be e-mailed to the Union Recording Secretary on such dates. A list indicating each employee's name, position, and classification shall be e-mailed to the Union Recording Secretary of the Union by the fifteenth day of January, April, July and October of each year.

The current address and telephone number for each employee shall be e-mailed to the Union on the fifteenth day of January, April, July and October of each year.

10:04 (a) Any employee will be considered to be on probation and will not acquire seniority status until they have been employed for a period of sixty (60) working days within a consecutive eight (8) month period, at which time their 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 this Agreement shall not apply to a probationary employee except **where expressly stated.**



- 10:04 (b) During the probationary period, a probationary employee shall be paid for statutory holidays per the Employment Standards Act. Upon successful completion of probation, a probationary employee shall be paid retroactively for any additional holidays that, as outlined in Article 16:01, fell within the probationary period.
- 10:04 (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.
- 10:05 The inability of an employee to work by reason of illness or accidental injury shall not result in the loss of seniority rights.
- 10:06 Where two (2) or more employees have the same hire date, the greater seniority shall be determined by random lot draw, supervised and conducted jointly by Union and the Employer.
- 10:07 Seniority shall be determinative only as herein provided.
- 10:08 Any controversy over an employee's seniority shall be subject to the grievance procedure herein set forth.

#### **Seniority Outside the Bargaining Unit**

- 10:09 **Employees who accept a position with the Employer that is outside the scope of this Collective Agreement will not be subject to this Collective Agreement.** However, if **this** employee chooses or is found to be unsuitable in such position **during** the probation period of the new position, they shall be transferred back to their former position **within the bargaining unit** 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 **terminated effective the date upon which the bargaining unit member returns to their former position. Such termination of a probationary or substitute employee shall not be subject to the grievance procedure.**
- 10:10 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.
- 10:11 The seniority of an employee shall terminate if:
1. They are discharged for just cause and not reinstated;
  2. They resign;
  3. They are 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 they fail to return to work within seven (7) calendar days after being notified by registered mail so to do, addressed to their last residence

address unless they are 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 their current residential address;

5. They are laid off for a period longer than two (2) years, which period shall be from the effective date of lay off unless the employee **was** recalled **since** the initial lay off for a period in excess of six (6) months, **in which case the two (2) year period shall run from the last date worked.**

### **Layoff**

10:12 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.

10:13 In the event **the Employer intends to initiate a** layoff(s), it will meet with the Union no later than two (2) weeks before notice of layoff(s) is given to discuss the implication of such layoff(s), **including the impact on the department with regard to employees who are students.** The parties will **also** identify **all** possible alternatives to the proposed layoff(s). It is understood that such meetings are consultative only and non-binding upon the parties.

10:14 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 part-time, temporary, and probationary employees.

10:15 **A meeting shall be convened between the affected employee, an administrative representative and the Manager, Labour Relations, and the Union to provide the employee with notice of layoff and discuss their bumping opportunities.** The Employer shall **provide** employees **with notice of layoff as follows:**

<b>Long-term lay-off (more than 13 weeks)</b>	= 8 weeks notice
<b>Short-term lay-off (13 weeks or less)</b>	= 30 days notice

If employees **who have been provided with notice of layoff are not able** to work their notice period, they shall be paid in lieu of work for **the remainder of the notice period.**

10:16 An employee laid off or displaced may exercise seniority in the following manner:

- (i) The employee may choose to displace (bump) a less senior employee, provided that they have the necessary skill and ability to perform the requirements of the position.

OR

- (ii) The employee may choose to displace (bump) any part-time, student **(excluding students hired in accordance with Article 21.02(a)), Substitute, Temporary, or Probationary** employee, provided that they have the

necessary skill and ability to perform the requirements of the position.

OR

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

10:17

The following shall apply should the employee choose option (i) **under Article 10:16 above**:

Step 1 – **Within three (3)** working days following the notice of layoff, the employee will request job descriptions for positions to consider for bumping.

Step 2 – Within two (2) working days following the above step, Human Resources will provide the employee with the requested job descriptions and associated Position Review Forms.

Step 3 – Having reviewed the job descriptions, the employee will complete the Position Review Form(s) to identify the position(s) for which they have the necessary skill and ability. Within eight (8) working days following Step 2, the employee will submit to Human Resources their Position Prioritization Package consisting of their resume, supporting documentation (eg. Degrees, Diplomas, Certifications, etc.), and completed Position Review Forms with position selections ranked in order of preference.

Step 4 – Within two (2) working days of the completion of Step 3, Human Resources will conduct an interview with the employee, review the Position Review Forms, and confirm the ranking of positions in order of preference.

Step 5 – Within five (5) working days from Step 4, Human Resources will notify the employee of the status of their selection(s) in rank order of the selection(s) for which they were not successful.

If the employee is unsuccessful in option (i) **under Article 10:16**, the employee may exercise option (ii) or (iii) **under Article 10:16** within three (3) working days of receiving the necessary information.

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 sixty (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 by selecting another position from the original Position Prioritization Package. This bump option (Test Drive) may only be exercised twice per employee.

10:18

In accordance with Article 10:16(ii), it is understood that a laid off employee shall be entitled to occupy part-time positions **of up to, but** not to exceed the employee's

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regularly scheduled hours. **In respect of the part-time positions, the laid off employee must assume all hours of the positions and may assume whatever remaining hours worked by students needed to maintain their previous full-time hours, including adjusting student hours to support their previous work schedule, provided that the work can be performed during those adjusted hours.**

10:19 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.

10:20 An employee who bumps into a position with a lower rate of pay shall be entitled to a wage protection program as follows:

- (i) For the first twelve (12) months in the lower paid position, the employee shall maintain their former rate of pay.
- (ii) For the next twelve (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 rate of pay of the position(s) that was bumped. For example if a position(s) is bumped then the employee shall be paid their former rate minus 50% of the differential between said former rate and the rate of pay of the bumped position(s). Should more than one person be bumped, and their pay rates are different, then the calculation shall be made using an average of the bumped rates. **In no circumstances shall the resulting hourly rate be less than Classification I.**
- (iii) In the event that the employee is expected to continue in the position beyond twenty-four (24) months, the position shall be evaluated as per the terms of the Collective Agreement **and treated as a position within the bargaining unit.** It is further agreed that any salary changes which may be necessitated by reason of upward evaluation shall be retroactive to the first day following the twenty-four (24) month period.
- (iv) Should the evaluation not be completed prior to the end of the twenty-four (24) month period then the employee's pay shall be not less than Classification I of the Collective Agreement, or as in paragraph (ii) immediately above, whichever is highest, until such time as the evaluation is completed.
- (v) Should the employee **permanently vacate the position prior to completing five (5) years in the position**, inclusive of the first twenty-four (24) months set out herein, **the Employer may revert to the former type of work and staffing arrangement in effect prior to the bumping or any other arrangement as per Article 2.**
- (vi) **Once the employee has completed five (5) years in the position, if the position is then vacated**, the position shall be posted as per the Collective Agreement **and treated as an Employer-approved bargaining unit position.**

- 10:21 (a) Recall shall be by seniority provided the laid off employee has the skill and ability to perform the available work.

Employees retain the right to recall for twenty-four (24) months and maintain full benefit coverage as provided in this Agreement and in accordance **with** the group plan from their most recent date of layoff.

Vacancies that the Employer intends to fill will be filled through the job posting procedure unless an employee has been displaced or laid off from that position within twenty-four (24) months of the vacancy, at which time a recall shall occur. Should the employee refuse the recall to their previous position, the employee's right to recall to the previous position will then be exhausted.

An employee who is recalled to a job which they have not previously performed shall be placed on probation for a trial period per **Article 11:03**. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, such employee shall be returned to layoff, **including reverting to the position they held prior to the recall**.

- 10:21 (b) No new employees shall be hired until those employees on layoff have been given an opportunity of recall **as per (a) above**. No 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.

- 10:21 (c) In order that the operation of the Union will not become disorganized when layoffs are being made, the President, Vice-President, Secretary-Treasurer, Union Recording Secretary and Stewards of the Union, who are full-time permanent employees as defined in Article 4.01, shall be the last eleven (11) persons laid off during their term of office, so long as bargaining unit work which they are qualified to perform is available.

#### **ARTICLE 11 - PROMOTIONS, STAFF CHANGES AND JOB POSTINGS**

- 11:01 (a) When a vacancy occurs including any temporary vacancies that exceed sixty (60) working days, 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 the Human Resources website 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 submit their application electronically to the Department of Human Resources including a resume and cover letter. Such posting shall contain the following information: Position title, classification, primary job responsibility, Department or Shop name, qualifications, shift, and rate as per Schedule "A" of this Agreement. When equivalencies exist in relation to posted essential qualifications, such equivalency shall be included in the posting. Equivalency may include, but is not limited to, any combination of education, experience and/or vocationally related training. If an employee is not successful in attaining the posted position the Employer must give written notice of such fact, including the reason(s) for rejection of the applicant, to the employee involved and the Union as quickly as possible. Should additional information be necessary, upon written request, a meeting will be held with the Manager, **Labour Relations** or their

designate and a Union Representative to review the Interview Comment form used during the interview process, tests and any test results.

11:01 (b) Temporary Appointments

An employee appointed to a temporary position shall retain their seniority in their former position during the term of the temporary position, and may return to their former position upon discontinuance of said temporary position without loss of seniority or pay. It is agreed their seniority will continue to accumulate in their 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 **this** Collective 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.

11:02 (a) **The Employer and the Union agree that they are jointly committed to the attainment of employment equity goals and the fostering of employment equity principles. In this regard, the Employer may, during the recruitment and job posting process, identify the need to address under-representation within a particular Department or Faculty. The parties agree to meet to discuss how best to address such under-representation.**

11:02 (b) The Employer shall consider the following in determining which employee is to be selected:

- (i) the requirements and efficiency of operations; and
- (ii) 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, considerations **(i) and (ii)** 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.

11:02 (c) 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 Ministry of Training, Colleges and Universities **(or appropriate governing body overseeing trades certifications) reimbursed for by the Employer, if there is a cost incurred, upon presentation of a receipt.** Subject to the foregoing, the Employer shall select the Tradesperson having the longest seniority in the employment of the Employer.

11:02 (d) Employees applying for a Lead Hand position in the Tradesperson's Lead Hand classification shall be required, as a condition of their attainment of such positions, to meet the qualifications of the position and to be in possession of the specific trade's Certificate of Qualification as awarded by the Ministry of Training, Colleges and Universities **(or appropriate governing body overseeing trades certifications).** Subject to the foregoing, the Employer shall select the Tradesperson having the longest seniority in the employment of the Employer.

- 11:03 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 their 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 Article 11:02 (a) or (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 their 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, they may, at their option, return to their former position with all rights, privileges and salary rate previously enjoyed provided they exercise such option within the aforementioned trial period.
- 11:04 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 11 of this Agreement.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

- 12:01 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 having a grievance or complaint shall first present the same in writing to their Steward.
- STEP 3: The employee concerned together with their 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 their immediate supervisor who shall reply in writing, within six (6) working days. A copy of such grievance/complaint is to be forwarded to the Manager, **Labour Relations**.
- STEP 4: If the decision rendered under Step 3 is unacceptable to the Union, it may, within six (6) working days following the receipt of the said decision, submit the grievance in writing to the Manager, **Labour Relations** of the Employer. The Manager, **Labour Relations** shall, within six (6) working days of receiving the same, render a decision in writing. The Manager, **Labour Relations** may call a meeting with the Grievance Committee hereinbefore referred to, at which the grievor may be in attendance if they so desire.

- STEP 5: If the decision of the Manager, **Labour Relations** is not acceptable to the Union, it may, on the giving of six (6) working days' notice, following receipt of the said decision, notify the Employer through the Manager, **Labour Relations** of its intention to refer the dispute to arbitration.
- 12:02 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 their immediate supervisor, when leaving their job to adjust a grievance and upon their return to work. Such permission shall not be unreasonably withheld.
- 12:03 Replies to grievances shall be forwarded electronically at all stages.
- 12:04 The Grievance Committee of the Union hereinbefore referred to shall be comprised of three (3) members who are Elected Officers of the Local. It is agreed that at least one member of the Grievance Committee shall be the Steward representing the grievor.
- 12:05 Any and all time limits fixed by this Article may, at any time be extended by written mutual consent of both parties.
- 12:06 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 Article 12:01, 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.
- 12:07 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 their designate to the Manager, **Labour Relations** 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 13 - ARBITRATION**

- 13:01 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.
- 13:02 No person shall be selected as an arbitrator who (a) is acting or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of a Solicitor, Legal Advisor, Counsel, or paid Agent of either of the parties; (b) has any pecuniary interest in the matters in dispute.
- 13:03 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.

- 13:04 Each party to this Agreement shall pay one-half (½) of the fees and expenses of the Arbitrator.
- 13:05 The time limits fixed in the grievance procedure and the arbitration procedure may be extended by written consent of the parties to this Agreement.
- 13:06 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 14 - DISCIPLINE AND DISCHARGE CASES**

- 14:01 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 notice shall contain the reason for the discharge of the said employee.
- 14:02 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 **Article 12:01**, Step 4.
- 14:03 An employee who is disciplined by the Employer shall be given written notice thereof containing any warning issued to them 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.
- 14:04 The Employer agrees that an employee must have their Union Representative(s) present whenever they are disciplined and/or discharged or when the same is reasonably required. In instances where it has been determined that a Union Representative is not reasonably required, the employee may excuse themselves from such meeting and seek third party assistance (Human Resources or Union) where it becomes apparent at the meeting that same is reasonably required. While the University makes the initial decision as to what is "reasonable", such decision may be grieved by the Union and arbitrated, if necessary. The Union recognizes and

agrees that it may on certain occasions be necessary for the Employer to suspend an employee temporarily with pay, pending investigation and disposition of the matter without a Steward present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and their Union Representative within a 48-hour period following the initial suspension pending investigation.

14:05 The record of an employee shall not be used against them 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 their 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.

#### **ARTICLE 15 - HOURS OF WORK**

15:01 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.

15:02 It is agreed that there shall be no splitting of shifts.

15:03 (a) (For all Members excepting 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 their lunch break, and at the end of their 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 their shift one-half (½) hour earlier provided prior permission has been obtained by the employee from their department head. It is clearly understood that the scheduling of the above listed entitlements applies to any and all days worked.

15:03 (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 five (5) 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 five (5) 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 their lunch break, and at the end of their shift.

15:03 (c) An employee who is required to report to work outside their regular schedule of hours is entitled to the following:

- (1) Employees required to perform a minimum of four (4) hours but less than five (5) 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 five (5) 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 hour unpaid lunch.

15:04 An employee who reports for work on the instructions of the Employer shall be paid not less than four (4) hours at their regular rate.

15:05 (a) (i) 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.

(ii) 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.

(iii) Employees who are required to work nine (9) hours or more shall be entitled to receive a meal, hot where possible, not to exceed ten dollars (\$10.00), at the expense of the Employer on paid time.

(iv) It is understood that all overtime must be pre-approved by the

Manager/Supervisor except in the case of an emergency.

- (v) All overtime will be voluntary, save and except that in the event there are insufficient volunteers who are willing and/or able to work the required overtime, the Employer will assign such work to the Local 1393 employees who would normally perform the task and who are legally able to work the required overtime hours, in accordance with the hours of work provisions of the Employment Standards Act, in reverse order of seniority.

- 15:05 (b) The employee, if they have the prior permission of their Department Head, may elect to take one and one-half (1½) the overtime hours worked as paid time off from their regularly scheduled hours in lieu of overtime pay as described in Article 15:05 (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.)

(For Trades positions in the Maintenance Department Only)

For purposes of this clause, employees may earn a maximum of forty (40) hours in lieu of overtime pay per calendar year for call-ins and scheduled overtime.

- 15:05 (c) An employee travelling on University business shall comply with and be afforded the provisions of the University of Windsor Travel Policy. The Employer shall make the University of Windsor Travel Policy available on its website.

It is acknowledged that travelling is an inherent part of the value of the job for certain positions, therefore, some travel time outside of regular hours of work is expected.

Subject to the above, when an Employee travels on approved University business, outside of their normal hours of work, the following, or any combination thereof, will be paid at the appropriate premium rate:

- (i) when travel is by public transportation, e.g. air travel, train, the scheduled time required to travel from public departure point to public arrival point, plus two (2) hours.
- (ii) when travel is by automobile, the time required to travel, using the most efficient route, from/to the University/residence to/from the approved external destination.
- (iii) Unforeseen delays during periods of travel will be compensated at the appropriate premium rate.

- 15:06 (a) 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 Manager, **Labour Relations**, provided however that if an employee is directed to work overtime and is subsequently excused there from, the overtime hours they 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. Probationary, substitute and/or temporary employees may work overtime, provided that bargaining unit members in the Shop or Department are given first opportunity for overtime. Employees who are unable or unwilling to work the applicable overtime hours will only be charged for the actual number of hours of overtime they were offered, but did not work.

(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 Manager, **Labour Relations** each month. 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) **consecutive calendar** days will be given the average overtime hours in that classification or brought up to the average on return to work. **Consecutive calendar days for the purposes of this provision only is understood to be calendar days exclusive of holidays as defined in Article 16.** 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. In the event that an error occurs in the allocation of overtime hours, the affected employee will receive the equivalent overtime pay for those hours for which they were eligible.

On the first scheduled day of the new year, the employee with the least amount of overtime hours in their respective trade, will have their hours set to zero. The least amount of overtime hours accumulated will then be subtracted from each employee, in the respective trade.

Once an employee has completed their probationary period, they shall receive the average hours in their respective trades.

- 15:06 (b) Notwithstanding the foregoing, the Employer agrees that overtime hours will be offered to an employee with a documented permanent or temporary disability, injury or illness, subject to medical documentation outlining the employee's functional abilities in relation to their job. It is further understood that should such employee decline the offer of overtime hours as outlined above, the overtime hours they would have worked shall be shown as overtime actually worked for the purposes of such records. In addition, should such employee be subsequently excused therefrom as a result of the documented permanent or temporary disability, injury or illness, the overtime records shall reflect only the overtime hours actually worked. The Employer agrees that employees who are unable to work overtime in accordance

with their documented medical information shall not be charged overtime for equalization purposes.

15:07 If an employee is excused from work on account of illness during any day or days prior to completion of their scheduled work week, such days shall be considered as time worked for the purpose of computing the employee's entitlement for overtime pay as hereinafter provided.

15:08 (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 Department of Athletics and Recreational Services, 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

15:08 (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 and Training 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.

15:08 (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 they apply in writing to have their 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 Article 11:01(a) in determining which employee is selected for all transfers affected by the provisions of this clause. It is understood and agreed that transfers affected by provisions of this clause would not become effective until such time as the employee who is employed under the provisions of Article 11:01(a) attains seniority in their classification.

- 15:08 (d) No employee will be required to work every Saturday and Sunday.
- 15:08 (e) For purposes of application of all clauses of Article 11 of this Agreement except in the case of Article 15:08(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.
- 15:08 (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 10.
- 15:09 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 or email 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 or email 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 their shift indicating their return to work.
- 15:10 An employee who becomes ill or injured while at work must notify their supervisor prior to leaving work, unless such notification is not reasonably possible. An employee who is unable to reach their supervisor or designate must telephone Human Resources, extension 2047 stating their name, department and to report the nature of their illness or injury 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.

**ARTICLE 16 – HOLIDAYS**

16:01 (a) Each employee will be paid one (1) day's pay at their 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. The Employer will notify the Union upon one-third (1/3) day's pay out for each holiday.

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

Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

and the day immediately prior to Christmas Day and New Year's Day and Friday of Employer's mid-year recess, provided the employee has seniority at the date of such holiday and such employee has worked their 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.

16:01 (b) Requests for a leave of absence for the observance of religious holidays, in accordance with the Ontario Human Rights Code, shall be submitted in writing to the Employer, two (2) weeks in advance, of the religious holiday.

16:01 (c) 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.

16:01 (d) Holiday pay shall not apply to those on lay-off or on approved Leaves of Absence without pay.

16:02 Employees who work on any of the holidays referred to in Article 16:01, shall be paid at two (2) times their regular straight time rate plus their holiday pay mentioned above.

16:03 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 Article 16:01 in addition to their vacation pay entitlement. If the holiday falls within the employee's vacation period, they 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.

16:04 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.



- 16:05 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.
- 16:06 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 Article 16:02 hereof.
- 16:07 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 17 - VACATIONS**

- 17:01 (a) Employees having six (6) months or more of accumulated service with the Employer, including leaves of absence not requested by the employees but excluding lay off time as calculated from their anniversary date of hiring of each year, but less than twelve (12) months service accumulated as aforesaid, shall receive five-sixths (5/6) of one (1) working day for each full calendar month's service of vacation with pay calculated at their normal rate of pay which they would normally receive if they were working for this period, such vacation entitlement to be taken in the current calendar year.

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.

<b>1 to 7</b> years of service	15 days vacation
<b>7 to 15</b> years of service	20 days vacation
<b>15 to 19</b> 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

- 17:01 (b) If an employee prior to their anniversary date in any year attains sufficient accumulated service to entitle them 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.

- 17:02 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.

- 17:03 (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.
- 17:03 (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.
- 17:03 (c) Employees may take their annual vacation in any number of days or half 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.
- 17:04 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 or half 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, in writing, or through an electronic database process, no later than ten (10) working days prior to their requested vacation.
- 17:05 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 their vacation entitlement filled on a first come first serve basis. No further changes will be made except at the discretion of the immediate Supervisor.
- 17:06 If an employee is confined in hospital as a bed patient during their 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 their vacation during which they were 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 their vacation such that hospital confinement as a bed patient is not required, or if an employee suffers a recurrence during their vacation of any disability for which such employee would otherwise have been entitled to Workplace Safety Insurance, the period of such illness or injury during vacation shall be charged to the employee's sick leave or Workplace Safety Insurance as the case may be provided the employee shall upon their return to work, swear an Affidavit before a Notary selected by the Employer in which the employee shall give particulars as to the dates, duration and nature of the illness or injury incurred. If, subsequent to the swearing of such Affidavit the Employer can show the employee has falsified in the Affidavit, such employee may be disciplined subject to the right of the employee to file a grievance as set forth in Article 12.

17:07 For the purpose of calculating vacation entitlement, accumulated service as herein defined shall include lay-offs and continuous service as defined in Article 10:02 of this Agreement. For the purpose of this Article, full-time term employees as defined in Article 4.02 shall not accumulate vacation entitlement while on lay-off.

17:08 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 their 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 this 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 (33-1/3) their normal vacation pay entitlement from the Employer.

17:09 It is understood for those employee(s) on Long Term Disability such employee(s) will receive one-third (1/3) their normal vacation pay entitlement from the Employer. The Employer agrees to notify the Union of the name and amount, in writing, of all payments covered by this clause.

#### **ARTICLE 18 - LONG TERM SALARY-WAGE CONTINUANCE INSURANCE PLAN**

18:01 (a) 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 **Group Policy** 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 this 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.

- (i) That all employees covered by this Agreement shall be enrolled under the terms of the said Plan and coverage shall be effective **the first of the month** following **the** completion of their probationary employment.
- (ii) In the event of illness, the employee shall be paid at their regular basic rate of pay **during** the first one hundred and five (105) calendar days during the period of illness. If continuous illness extends for a period in excess of 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 their salary calculated upon their basic rate of pay effective at the completion of the 105-day eligibility period, to a **monthly** maximum of \$6,000 shall be paid to them, **upon approval by the carrier**, 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 they are continuously ill and is unable to work, or until they attains the age of sixty-five (65) years, whichever event shall first occur.
- (iii) **The Union will be notified in writing when an employee has been approved for Long-Term Disability.**

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.

Further to the above, the consultant for the Employer will send to the University, who will in turn provide to the Union, a summary of the insurance carrier's rate renewal proposal as it relates to CUPE Local 1393. In addition, the consultant will then conduct an analysis and will provide an updated summary to the Employer with the proposed negotiated rate, which will be provided to the Union. On an annual basis and as in prior years, the consultant will continue to provide the same documentation and will attend a meeting to review the final negotiated position with the Union Representatives. The Employer and the Union will endeavour to investigate methods of premium cost containment with a view to possibly implement.

- 18:01 (b) The Employer will share relevant market data with the Union concerning the best rate possible for L.T.D. In this regard, comparison data with other carriers who can provide the same or a similar benefit and the details of any insurances will be prepared and shared with the Union on an annual basis.**

**The University will provide the following documents on an annual basis, unless doing so would be in contravention of any privacy legislation that exists or might exist at the time the information is to be provided:**

1. **A document containing a summary of LTD Benefit Levels effective on the annual policy renewal date of each year for all employee groups enrolled in the plan.**
  2. **A document containing the University of Windsor and carrier's (or any replacement carrier) LTD Rates effective the annual policy renewal date of each year for all employee groups enrolled in the plan.**
- 18:01 (c) 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 contract of insurance entered into by the University with the carrier will meet the requirements of Article 18.**
- 18:01 (d) As may be requested from time to time by the President of the Local, the Manager, Labour Relations will commit to provide, in a timely fashion, appropriate information pertinent to the Long Term Disability Program.**
- 18:02 The Employer agrees that members of the Bargaining Unit receiving Workplace Safety and Insurance Board payments will receive the difference between such payments and 90% of their regular net pay as submitted to the Workplace Safety and 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 and Insurance Board shall be returned to the Employer.
- 18:03 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.
- 18:04 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 their attendance upon the doctor.
- 18:05 In an effort to return an employee to safe and suitable work, the employee shall disclose to the employer, if requested, information concerning the employees functional abilities as determined by a health professional.

Upon receipt of medical documentation indicating that an accommodation is required for the employee to return to work, the employee, with a union

representative, will meet with the Manager, **Labour Relations** and/or designate, the employee's supervisor and a representative from the Occupational Health and Safety Office where appropriate, to discuss the employee's return to modified duties. The parties recognize the importance of confidentiality pertaining to an employee's health information.

#### **ARTICLE 19 - LEAVES OF ABSENCE**

- 19:01 (a) Personal Leave without Pay  
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.
- 19:01 (b) Personal Days without Pay  
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 Article 16:01 of this 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.
- 19:02  
During the period of absence, the employee shall not, except as provided in Articles 19:05 and 19:06, 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.
- 19:03 (a) Union Leaves  
Leaves of Absence without pay and without loss of seniority shall be granted upon request to **six (6)** employees at any time, to a maximum of two (2) employees within one Department, 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 **six (6)** 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 this clause upon receipt of an invoice to be provided to the Treasurer of the Union by the Employer.

19:03 (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.

19:03 (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 this 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.

19:04 Bereavement Leave

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 or parent. 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 brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother, stepfather, grandchild, grandparent or grandparent-in-law. 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.

19:05 (a) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted a leave of absence without pay and without loss of seniority by the Employer.

(b) Any employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period 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.

- (c) **Any employee who is elected to positions within Indigenous (First Nations, Métis Nations, or Inuit) communities shall be granted a leave of absence without pay and without loss of seniority for a period of up to five (5) years, renewable for one (1) year, to maximum of six (6) years. The one (1) year renewal period is subject to approval of the University.**
- (d) Any employee enjoying such leave of absence shall have the right to return to employment with the University at the expiration of such leave to their original job, if it exists, and provided the position is not being held by a more senior employee who has been laid off or displaced from their position, or to a job similar to the job performed before the leave commenced, seniority permitting.

In the event the employee does not have sufficient seniority to return to their original job, as prescribed in paragraph (d) above, or a similar job, the employee will have the right to displace another employee pursuant to the provisions of Article 10:16. However, in such instance, there will be no requirement that the Employer lay off students, **part-time**, temporary, **substitute** or probationary employees before the returning employee exercises their seniority.

19:06            Military Leave  
 Employees who are conscripted to serve in the Canadian Forces or who enlist therein during hostilities, or serve in Canada’s Reserve Force for training or deployment purposes, shall be considered as having a 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 them.

19:07            The Employer agrees to provide information regarding all benefits and options for payments including: Green Shield benefits, Life Insurance, AD&D Life Insurance, Long-Term Disability, Optional Life Insurance, Pension, Tuition Waiver, email access, **all fitness and** library privileges, parking, other voluntary employee paid programs, Canada Savings Bonds and Union Dues, to employees who are taking a leave as provided for in Articles 19:07(a), (b) and/or (c).

19:07 (a)        Pregnancy Leave  
 The Pregnancy Leave Policy applies to pregnant 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 they intend to return to work. At the conclusion of the leave, the person would return to their 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 they would be expected to receive if they qualified for benefits (see note).
3. Any period of leave beyond the seventeen (17) weeks shall be without pay.
4. Vacation credits will continue to accrue while a person is on pregnancy leave.
5. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the Manager, **Labour Relations**.

Note: All payments made under this policy must be in accordance with the agreement that has to be filed by the University with Employment and Social 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 they are receiving Employment Insurance Benefits pursuant to the Employment Insurance Act, 1996 or that they are 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 they are in the Employment and Social 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 E.S.D.C until after the leave has commenced and hence University payments will be retroactive.

19:07 (b)

Parental Leave

The Parental Leave Policy applies to all members of the bargaining unit. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own, and "child" has a corresponding meaning. 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. An employee may begin parental leave no later than seventy-eight (78) weeks after the day the child is born or comes into the employee's custody, care and control for the first time, to a maximum of sixty-three (63) weeks.

2. An employee who has taken pregnancy leave must begin their parental leave when their pregnancy leave ends unless the child has not yet come into their custody, control and care for the first time, to a maximum of sixty-one (61) weeks.
3. If an employee takes pregnancy leave, parental leave ends sixty-one (61) weeks after such parental leave began. If the employee did not take pregnancy leave, parental leave ends sixty-three (63) weeks after such parental leave began. At no time shall the period of leave exceed sixty-three (63) weeks in duration.
4. Parental leave can be claimed by one (1) parent or shared between each parent but cannot exceed a combined maximum of sixty-three (63) weeks.
5. Vacation credits will continue to accrue while a person is on parental leave provided they return to work for at least one (1) month.
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 Manager, **Labour Relations** and the Union.

In the event an employee is not eligible for pregnancy leave and such employee meets 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 Employment and Social 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 they are receiving Employment Insurance Benefits pursuant to the Employment Insurance Act, 1996 or that they are disqualified from E.I. benefits because of any insufficient number of insurable weeks, or that E.I. benefits have been exhausted or that they are 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.

19:07 (c)

Adoption Leave

In the event an employee adopts a child, such employee is entitled to parental leave following the child coming into the employee's custody, care and control for the first time, on the understanding that the individual is committed to return to regular

employment with the University following the conclusion of the leave. Should the employee meet the eligibility requirements for parental leave prescribed by E.I., then the following will apply:

- (a) The University will pay ninety-five percent (95%) of the 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 Employment and Social 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 they are receiving Employment Insurance Benefits pursuant to the Employment Insurance Act, 1996 or that they are disqualified from E.I. benefits because of any insufficient number of insurable weeks, or that E.I. benefits have been exhausted or that they are 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.

19:07 (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 and pension programs. Such option not to participate must be expressed in writing addressed to the Manager, Pensions, Benefits & HR Systems.

19:07 (e) (i) On the occasion of the birth or the coming of a child into the employee's custody, care and control for the first time, an employee of the bargaining unit, who is not taking pregnancy leave shall be allowed two (2) days off with pay.

(ii) In the case of an adoption, an employee who receives remuneration under Article 19:07(c) shall not be entitled to the two (2) days identified in Article 19:07(e)(i).

19:08 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 their normal earnings and the payment they receive 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.

19:09 (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 their educational leave. All educational leaves of absence shall be without pay. However, the Employer will maintain the following benefits on behalf of the employee and their eligible dependents:

- 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 their 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.

19:09 (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.

19:09 (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 Manager, **Labour Relations** is 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 of each year, the balance of the fund (not to exceed \$20,000.00) shall be rolled with an additional \$10,000.00 being added and this shall create a new Professional Development Fund for the subsequent year.

On June 30 of each subsequent year, the rollover of the existing fund (not to exceed \$20,000.00) and the addition of \$10,000.00 shall continue.

19:10 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 complete the Prepaid Leave Application and submit same to the **Associate** Vice President, 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. A copy of the written application will be provided to the Union.

#### 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 and must commence immediately upon completion of the deferral period.

#### 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. A copy of the written agreement will be provided to the Union.

#### 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, in accordance with the written agreement between the University and the employee and the Income Tax Act, the employee will be paid a reduced percentage, of their wages as set out in the Collective Agreement. The remaining percentage of their wages will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the University to finance the period of leave. Subject to the Income Tax Act maximums, 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%).

#### Investment Arrangements

An individual internal trust account will be established for each prepaid leave agreement. The trust account is allocated interest based on the bank rate earned on the University's operating account. On an annual basis, the University will provide the employee with a statement outlining the monies standing to their credit, inclusive of interest earned.

#### 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 they not been in the Plan.

#### Employee Benefit Coverage and Premiums

A participant's coverage for Life Insurance and Green Shield benefits and O.H.I.P. in effect immediately prior to the leave, will be maintained by the University during their leave of absence, if eligibility conditions permit, however, the premium costs of all such Plans shall be paid by the participant during the 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 they not been in the Plan. No employee will receive any additional remuneration from the University during the leave period.

#### 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, in equal instalments on a bi-weekly basis, the monies standing to their credit less any premiums or contributions required during the period of the leave, except as may otherwise be mutually agreed. It is 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 they held prior to the leave. If the lay-off and displacement provision of the Agreement have application during the leave, they shall apply to the employee in the same manner during the leave, except that notice to the employee may be given to an Officer of the Local Union and any election the employee may make under such provisions may be made on their behalf by an Officer of the Local Union. The employee must return to the University following the leave period for a period not less than the period of absence.

#### 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 as outlined in Article 18. 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, less required statutory deductions, 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 and the participant must remain in the Plan.

#### Interest Accumulation

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

#### On Leaving Employment

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

#### Death Clause

Should a participant die while enrolled in the Plan, any monies accumulated, plus interest accrued at the date of death, will be paid to their estate. 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."

#### Early Return

No person shall be compensated for illness or injury suffered during a Prepaid Leave. However, in the event of an ongoing illness or injury, the employee shall have the right to terminate the leave effective with the first day following two (2) weeks notice provided to the Department of Human Resources. Proof of illness must be substantiated as described in Article 18:03. Upon termination of the leave due to illness or injury, the employee shall be paid in accordance with Article 18:01. Upon termination of the leave, the University will return the employee to active status, and the University shall pay to the employee a lump sum amount equal to monies deferred plus interest less required statutory deductions accrued to the date of the termination of the Plan.



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.

- 19:11 All employees who meet the eligibility requirements for compassionate leave per the Employment Standards Act shall be provided such leave.

**ARTICLE 20 - SALARIES**

- 20:01 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.

- 20:02 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.

**All employees will be provided access to a computer and a printing device in their work area for the purpose of printing paystub statements.**

- 20:03 (a) The Employer agrees to pay a premium of sixty-five (\$.65) cents per hour to any employee required to work a shift commencing after 11:59 a.m. and before 7:59 p.m. They shall be entitled to the said premium for all hours worked by them 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 p.m., it is agreed the premium of sixty-five (\$.65) cents per hour will be paid to such employee for all work performed after 4:00 p.m.

The Employer agrees to pay a premium of seventy-two (\$.72) cents per hour to any employee required to work a shift commencing after 7:59 p.m. and before 5:00 a.m. They shall be entitled to the said premium for all hours worked by them during the shift.

- 20:03 (b) Only employees who are regularly scheduled to work on Saturday and Sunday shall be paid a premium of ninety (\$.90) cents per hour.

- 20:04 Probationary employees shall, during their period of probation, be paid at the rate set forth in Schedule "A" and Schedule "B" attached hereto.

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- 20:05 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.
- 20:06 (a) An employee who is required to report for work outside their regular schedule of hours shall be paid a minimum of four (4) hours at the appropriate overtime rate [six (6) hours at their 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.
- 20:06 (b) Performing Work From Home
- Employees who are called and, in situations where they would normally be required to report to work to perform a task but they have 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.
- 20:07 (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.
- 20:07 (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".
- 20:08 There shall be no pyramiding of premium, overtime, holiday pay, sick pay or cost of living allowance.
- 20:09 Overtime wages shall be paid in the pay period following the submission of the overtime hours to the Supervisor.

#### **ARTICLE 21 - PROTECTION OF INTERESTS**

- 21:01 It is the declared intention of the parties hereto to provide for the job security of the employees covered by the term of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Windsor in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. In consideration thereof, the parties hereto agree as follows:
- (a) The Employer agrees there will be no contracting out of any bargaining unit work to the extent that no bargaining unit employee employed by the Employer before March 31, **2025** and who has completed their probationary

period shall be laid off by reason of the Employer contracting out the work being performed by such employee at the time of the contracting out. The Employer further agrees to notify the Union in advance, where possible, when outside contractors attend on campus.

- (b) That in the event of new classifications being created, the regular straight time rates for such classifications 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 classifications immediately and establishing rates 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 classifications were established.
  - (c) That the Employer will notify the Union before any technological change is made having the effect of eliminating a job classification and the Union shall have the opportunity to discuss such change with the Employer.
  - (d) 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 instruction.
  - (e) When there may be concerns regarding non-bargaining unit employees performing work of the bargaining unit, the Union President shall notify the Manager, **Labour Relations** and if necessary, meet to review the concern and implement the appropriate action.
  - (f) It is not the intent of the University to erode the bargaining unit by replacing full-time positions with part-time positions.
  - (g) If there should arise a necessity for a reduction of hours or work, the Employer agrees to utilize the layoff procedure set forth in this Agreement, in place of a general reduction of hours.
  - (h) Those employees excluded from the bargaining unit and who perform bargaining unit duties considered incidental to their position, are not considered in breach of this Agreement.
- 21:02 (a) The parties recognize the importance of employing students to supplement their course of educational study in such programs as Co-op, Work Study, and **Canada Summer Jobs** and agree that such student employees will not perform bargaining unit work in departments where members of the bargaining unit are on lay off.
- (b) The parties agree that where the above student employees are performing Local 1393 Bargaining Unit work, the total hours of work available for the employment of

those students will not exceed 15% of the total regularly scheduled annual hours of the entire bargaining unit.

- (c) The parties agree that where part time employees are performing Local 1393 Bargaining Unit work, the total hours of work available for the employment of those part time employees will not exceed 25% of the total regularly scheduled annual hours of the entire bargaining unit.

21:03

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 their 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 their duties concerning the new equipment and/or procedure at an acceptable level.

ARTICLE 22 - SAFETY

22:01

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

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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.

- 22:02 The composition of each Joint Health and Safety Committee shall include one member of the bargaining unit whose primary work assignment is in that location 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 Manager, **Labour Relations** of the name of its appointee.
- 22:03 The Employer will provide copies of all accident investigation reports. Members of the Safety Committee will also receive quarterly accident reports. The President and Union Recording Secretary of CUPE Local 1393 will also receive copies of correspondence to W.S.I.B. involving Local 1393 members to the communication email inbox.
- 22:04 No Employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions, and is informed by their 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 23 - BENEFITS**

- 23:01 The Employer agrees to pay on behalf of all Employees and their eligible dependants covered by this Agreement one hundred percent (100%) of the subscriber rate as may be applicable in the Ontario Health Insurance Plan. The Employer agrees to pay on behalf of all employees and their eligible dependants covered by this Agreement one hundred percent (100%) of the subscriber rate as may be applicable in the Green Shield Supplemental Plan and:
- the Green Shield Number 3 Prescription Plan at a \$3.00 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, CA 125 test,
      - massage therapy to a maximum of \$800.00 per annum,
      - Audio hearing tests to a maximum of \$75 over five (5) years and
      - hearing aid coverage at \$2,250.00 every five (5) years.
      - Chiropractic to a maximum of \$800.00 per annum,
      - Physiotherapy to a maximum of \$1,000.00 per annum,
      - Private Room Coverage to a maximum of \$5,000.00 per annum),
  - Private Duty Nurse to a maximum of \$20,000 per annum,

- Green Shield Dental Plan 15 at current O.D.A. rates (\$5,000.00 lifetime Orthodontist maximum) (Regular dental check-ups to occur once every nine months) (Major Restorative 80%),
- Green Shield Vision Care Plan (\$450.00/24 months plus one eye exam/12 months.),
- a Green Shield Medex Card, and
- Psychologist, counselling, or social worker for fifty (50%) of scheduled fees up to a total maximum of 30 visits, per annum.

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 may tender the exact specifications of the Green Shield Supplemental Plan and the Green Shield Number 3 Prescription Plan, Green Shield E.H.B. Plan T4, Green Shield Dental Plan 15, Green Shield Vision Care Plan and a Green Shield Medex Card and accept the lowest tender meeting the said specifications. 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.

23:02 (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 two hundred thousand dollars (\$200,000.00) to retirement date, 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 retirement age.

23:02 (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 two hundred thousand dollars (\$200,000.00) to retirement age 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 retirement date.

23:02 (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.

23:03 (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 their 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 through the collective bargaining process. The University confirms that CUPE will continue to have one seat on the Board of Governors pension committee.

23:03 (b) Employees shall normally be retired at the commencement of the first of the month following the member's 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. Members wishing to retire after their 65<sup>th</sup> birthday must make application no later than six (6) months prior to their expected retirement date.

23:04 The Employer agrees to provide for the employees covered by this Agreement, Workplace Safety and Insurance coverage.

23:05 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.

23:06 The Employer agrees to provide reasonable work for those members of the bargaining unit who have received Workplace Safety and 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 and 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 and 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 this 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 this 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.

23:07 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

23:08 (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.

23:08 (b) Retiree Benefits – Employees who retire and commence pension prior to their Normal Retirement Date, as defined in the Employees’ Pension Plan text, shall continue with benefits coverage until their Normal Retirement Date with all related



premiums paid by the University. Upon attainment of the Normal Retirement Date, in addition to the benefits outlined in Article 23:08(a), retirees shall have the option of purchasing either all of the benefits, as outlined in Article 23:01 or the University of Windsor Administrative Retirees benefits plan.

23:08 (c) Retiree Benefits – Retirees will be permitted to retain email access, Leddy Library, St. Denis, and Dennis Fairall Fieldhouse privileges. This does not include the Forge Fitness Centre.

23:09 The University agrees to provide coverage of all benefits under Article 23:01 (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). The Union will receive notification, in writing, of such arrangements.

23:10 (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.

**23:11 Consistent with the Employer's drive for better mental health and morale for its employees, all members of CUPE, Local 1393, with the exception of temporary employees, will be provided with a membership to the Employer's fitness facilities and equipment, excluding the student sponsored fitness facility, for non-instructional recreational purposes, at no cost.**

**23:12 EI Premium Reduction Program**

**The Employer and the Union will meet annually and/or as required by law or regulation to determine where premium reductions will be spent.**

#### **ARTICLE 24 - CLOTHING**

24:01 (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 Teaching and 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.

The Employer agrees to pay a maximum of two hundred fifty-five dollars (\$255) for the purchase of one (1) pair of safety boots/shoes per year, each and every year (April 1-March 31) upon the presentation of an authorized receipt towards the purchase of such safety shoes for bargaining unit employees designated by the University

Occupational Health & Safety Manager.

(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 shall provide a maximum of two hundred fifty-five dollars (\$255) per year reimbursement for the purchase of safety boots/shoes (upon presentation of an authorized receipt) for each and every year (April 1-March 31), for all members in the Maintenance Department designated by the University Occupational Health & Safety Manager.

24:02

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

- (a) The University will designate suppliers, local where possible.
- (b) Prior to December 31 of each year, the University will issue the selected supplier with a purchase order and a list of names of all Union members entitled to clothing allowance.
- (c) Existing colours will be maintained.
- (d) The Uniforms must be picked up by the employees from the local supplier once the supplier confirms that the uniforms are in stock.
- (e) Uniforms will be made available at the maintenance office for those employees who are unable to go to the local supplier.
- (f) Uniforms will be made available to employees prior to March of each year except for circumstances that are beyond the Employer's control (i.e. delay from manufacturer, shipment problems, etc.)

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 while 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 every two (2) years. Winter jackets or winter coveralls shall be ordered by August 31 and spring jackets shall be ordered by February 28.

#### **ARTICLE 25 – GENERAL CONDITIONS**

- 25:01 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, the Medical Education building and the Centre for Engineering Innovation building. The Employer also agrees that the bargaining unit shall be allowed the use of the Inter-Departmental Postal Services and email system. It is understood that any correspondence related to union business is confidential.
- 25:02 It shall be the obligation of each employee covered under the terms of this Agreement to inform the Department of Human Resources of **their** current residential address and telephone number.
- 25:03 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.
- 25:04 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.
- 25:05 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 **Union shall have one (1) standing member** on 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.
- 25:06 The parties are agreed employees may make mutually agreed to exchanges of shift, provided the following conditions are met:
- (a) employees first reach written agreement among themselves, by completion of an appropriate form, where available;
  - (b) obtain written consent of the employees' supervisors prior to the exchange occurring;
  - (c) no financial penalty is imposed on the Employer.
- 25:07 Employees will not use their own vehicles for the purpose of hauling equipment. Any other use of employees' vehicles, to attend meetings and other job related events must have prior consent of the employee and their immediate supervisor. No

employee will be pressured into using their own vehicle by the University. In the event there is no consent, the Employee will be instructed to take public transportation (if within the City this will be by taxi, if outside of the City this will be by train or other required transportation) which will be paid for by the University. The mileage rate paid in such circumstances will be the standard rate established by the University from time to time.

The University will 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 performance of their duties.

25:08

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 **Associate Vice President, Human Resources** for their approval.
- (d) In those cases where the Employer requires the employee to take a course(s) the Employer agrees the employee shall suffer no loss of pay while enrolled in such course. The Employer further agrees to pay tuition and other reasonable expenses related to the said course.

25:09

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.

25:10

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 their work during their 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.

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- 25:11 A member of the bargaining unit shall not sell or attempt to sell a good or service to the University, except that they shall first declare their 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.
- 25:12 A member of the bargaining unit shall not for their own financial benefit use the facilities, equipment, or materials of the University either before, during or after their regular working hours for the purpose of carrying on work, or providing a service, for outside persons, firms, corporations or other organizations.
- 25:13 If any 'emergency' section of any clause within the Collective Agreement is implemented by the Employer, the Employer will notify the Union in writing within twenty-four (24) hours stating reasons for the emergency.
- 25:14 The Employer agrees to include on the employees' T4 Slips, the Union dues paid by the employees.
- 25:15 A Plumber, Painter, Mason, Electrician, or Carpenter as set forth in Schedule "A" hereof or a Welder shall be required to have a valid certificate of qualification for the applicable trade as determined by the Ministry of Training, Colleges and Universities **(or appropriate governing body overseeing trades certifications)**.
- 25:16 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.
- 25:17 (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.
- 25:18 (For Trades positions in the Maintenance Department Only)
- The Employer and the union will review and update as necessary or at, a minimum once during the life of the Collective Agreement, the job descriptions of the trades positions, bearing in mind the need to be certified by the Ministry of Training, Colleges and Universities **(or appropriate governing body overseeing trades certifications)** to work at the University of Windsor as a Plumber, Carpenter, Mason, Painter, Electrician or Welder. 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.

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 this Collective Agreement.

25:19 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 26 – JOB EVALUATION**

### **26:01 Definitions**

- (a) **"All Parties" is defined as Human Resources, the Incumbent's Manager/Supervisor, the Union and the Incumbent.**
- (b) **"Job Evaluation Application" is defined as the email request for evaluation made to [jobevaluation@uwindsor.ca](mailto:jobevaluation@uwindsor.ca) by the Employer or the Incumbent. Every effort will be made to include the Employee and Supervisor reviewed and updated job description and the Summary of Changes form with the initial e-mail to [jobevaluation@uwindsor.ca](mailto:jobevaluation@uwindsor.ca) to expedite the job evaluation review and ensure job descriptions are up-to-date and accurate. The date of this email shall be considered as the date of the Job Evaluation Application subject to Article 26:03(d) below.**

### **26:02 Joint Job Evaluation (JJE) and Joint Job Evaluation Committee (JJE C)**

- (a) **The JJE C Terms of Reference may be updated as agreed upon by the Employer and the Union based on the recommendations from the JJE C. The elaboration of the steps of the JJE process is set out in the Terms of Reference and where any conflict arises, the Terms of Reference shall not contradict the language herein.**
- (b) **Binding Arbitration shall be where the Employer and the Union shall mutually agree on an Arbitrator. Prior to arbitration, both parties may mutually agree to a mediator to facilitate an agreement. Both the arbitrator and mediator must be knowledgeable and trained in the relevant job evaluation system. On an annual basis, monthly date(s) will be set to arbitrate any issues arising from the language contained in this Article. There shall be at least one date per month, provided there is a need arising from this Article.**
- (c) **The parties agree that the Korn Ferry (formerly Hay) Job Evaluation System (or such other evaluation system as agreed to by the parties) is the basis for evaluating all jobs. Use of any other evaluation system will be in agreement from the Union and must allow this base to remain unchanged and all necessary steps will be undertaken to preserve the Gender Neutral Comparison System (GNCS). Any training implemented must be for the agreed upon system and compliant with the established GNCS. The application and maintenance of the Joint Job Evaluation process using the Korn Ferry/Hay Job Evaluation System or other evaluation system as agreed to by the parties as outlined in Article 26 constitutes our Pay Equity Plan.**

- (d) The purpose of job evaluation is to determine the relative value of work using a methodology free from bias. Examples of factors not considered in the evaluation of a position include the qualifications of the incumbent(s), job performance, volume of work, and seniority.
- (e) Two months in advance, the Employer will provide a JJEC meeting schedule covering at least four (4) months, and identifying each position to be evaluated. This schedule will be set based on the anticipated number of jobs needing evaluation, with evaluations being scheduled commencing with first in, first out based on job evaluation application date. One new position and/or appeal will be scheduled each month as well. The Union will reply within one (1) month of receiving the schedule with a list of JJE members who will attend each evaluation subject to any conflicts of interest. Any member who is not available on the date they have been scheduled shall be responsible for finding their replacement.
- (f) The Employer will maintain and update an electronic queue containing all requests for Job Evaluation including date of request and where it sits in the scheduling process. This queue document will be accessible to the JJEC, Employer and Union Executive Committee. Where the Union identifies a conflict, it will advise the Employer and a meeting will be scheduled to resolve the conflict.
- (g) The Employer will maintain and update an electronic repository which will include all current Job Descriptions. For comparison purposes, historical Job Descriptions dating back to 2000 will also be available in this electronic repository; older Job Descriptions may be uploaded as found. This repository will remain accessible to all members of the Union. The parties will work together to ensure that Job Descriptions therein are the most current at all times.
- (h) Nothing in this language will prevent the Union from grieving the process, jurisdictional or other non-substantive (ex. unrelated to the evaluation results of a position) issue(s).

**26:03 Job Description Development Process (For all Members except the Maintenance Department)**

- (a) Job descriptions shall, in no instance, exceed four (4) double-spaced pages, excluding the Working Conditions page. Job Descriptions will focus on the job in clear and concise language.
- (b) To ensure that job descriptions remain current, they shall be reviewed for accuracy every five (5) years by the incumbent and Manager/Supervisor. If a re-evaluation is required, the "Job Description Process for Existing Positions" below will be followed.

**(c) Job Description Process for Newly Created Positions:**

In the case of a newly created position, the process shall be as follows:

1. The job description shall be written by the Employer and a copy provided to the Union prior to submission to the JJEC.
2. This job description will then be evaluated per (d) below and a classification established as set forth in Schedule "A" of the Collective Agreement, prior to posting.
  - a. In rare and extraordinary circumstances when the JJEC is not able to meet prior to posting and there is time-sensitivity to fill the role to meet student needs, a tentative classification will be rendered by the Employer with notification to the Union. This tentative classification will have no bearing during the evaluation per Article 26:04.
  - b. Once evaluated, any salary changes which may be necessitated by reason of upward evaluation shall be retroactive to the employee's start date in that position.
3. After one (1) year of the incumbent having occupied a new position, the Manager and the incumbent shall meet to discuss whether any changes are required to the job description and whether an evaluation is required. If an evaluation is required, the review shall take place utilizing the steps outlined in the "Job Description Process for Existing Positions". If it has been determined that sufficient change does not exist, the Union will be notified and may request a meeting with the Employer for review. Following this review, if they fail to reach an agreement, the Employer shall convene a meeting of the JJEC to re-evaluate the job, subject to this Article and the Terms of Reference.
4. A new job will not be created where an identical/similar job already exists. Where the Employer is of the view that a new job is being created and the Union disagrees, the parties shall meet to discuss. Failing agreement, the matter will be referred to Binding Arbitration.

**(d) Job Description Process for Existing Positions:**

1. The Incumbent or Manager shall send an email requesting re-evaluation of a position to [jobevaluation@uwindsor.ca](mailto:jobevaluation@uwindsor.ca). This cannot be done more than once in any twelve (12) month period.
2. Once the request for Job Evaluation has been received by the Employer, an email will be sent notifying All Parties of the request for Evaluation accompanied by the Existing Job Description, the steps to follow and timeline for completion.
3. The request will then be placed into the Evaluation queue from the date of the request in 26:03(d)(1).
4. If the job description and documentation have not already been provided with the e-mail to [jobevaluation@uwindsor.ca](mailto:jobevaluation@uwindsor.ca), the Manager and Incumbent will revise the Job Description. If any information is required to make the revision, including, but not limited to, comparators from the Job Description repository, this information will be shared between All Parties. Where an employee has been directed to repeatedly perform duties not included within the existing job description, such employee may request that the Manager/Supervisor revise their job description to include such duties in the job description pursuant to



Article 26 and evaluated per Article 26.

5. The Job Description will be finalized using the process outlined below, including notification to All Parties:
  - i) The Manager and Incumbent agree upon a Job Description then a Summary of Changes is created by the Employer in consultation with the Incumbent and jointly signed when completed with all additions, deletions and rewording/clarity changes; or
  - ii) If there is no agreement on the revision, the Employer and the Union will meet with the Manager and Incumbent in an attempt to mediate and resolve the differences.
  - iii) If no resolution is reached between the parties in the previous step, the matter will proceed to Binding Arbitration, using the selected arbitrator at the next scheduled available date, to arrive at the revised Job Description and Summary of Changes to subsequently be evaluated by the JJEC.
6. If the Job Description is not revised within four (4) months of the date of notification in 26:03(d)(1) above the Job Description will proceed to Binding Arbitration for determination of the Job Description and the Summary of Changes. This timeline may be extended by mutual agreement of the Union and Employer.
7. The previous Job Description, the new Job Description and the Summary of Changes will then proceed through the Job Description Evaluation Process.
8. The documents will be provided to the JJEC members as soon as completed, but no less than seven (7) calendar days before the scheduled evaluation.

**26:04      Job Description Evaluation (For all members except the Maintenance Department)**

**(a)      Committee Composition**

- (i) There shall be ten (10) members appointed by the Union, and ten (10) members appointed by the University who are trained and available to sit as members of the JJEC. The JJEC understands and agrees to remain free from bias or conflict of interest. The JJEC's sole role is to evaluate job descriptions presented to it.
- (ii) 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 attending JJEC meetings and training in the relevant job evaluation system. In addition, up to one (1) hour of paid time off will be provided to members to prepare for JJEC meetings. These members will continue to have all rights and privileges of the Collective Agreement to which the employee would normally be entitled.

**(b)      Job Description Evaluation Process**

The evaluation of existing positions shall occur within six (6) months of the date of the request in 26:03(d)(1), which may be extended by mutual agreement of the

Employer and the Union. In the case of new positions, the date of the one (1) year review shall be the date of the request for job evaluation. Where the position is not evaluated within six (6) months, or such longer time as agreed to by the parties, the matter shall proceed to Binding Arbitration.

**(c) Accommodation**

The incumbent may request an accommodation for the Evaluation and/or Appeal meetings. Such accommodation requests may come at any time before the scheduled meeting occurs.

All Parties will use the following procedure as well as the JJEC Terms of Reference:

**26:05 Evaluation:**

- (a) JJEC members shall review all materials provided in support of the evaluation in advance of the evaluation meeting to ensure efficiency and an effective use of time. The JJEC shall evaluate all jobs based on the information contained in the job description documents as per Article 26:03(d)(7) as well as information provided during an interview to clarify any aspect of the job description with the incumbent and their Manager/Supervisor. When mutually agreed by the JJEC to be necessary for evaluation purposes, the JJEC may conduct a work site tour to gather additional information.**
- (b) Should any of the clarifying information presented by the Incumbent and/or Manager at the scheduled job evaluation meeting not be identified in the job description because of the time that has lapsed since the job description was finalized, such changes will be noted and forwarded on to the Employer as a new request for Evaluation under Article 26:03(d)(2) provided that the job duties have changed sufficiently.**
- (c) Where the JJEC cannot reach consensus on the job description evaluation, it shall proceed to Binding Arbitration for determination of the points assigned.**

**26:06 Appeal**

When the Evaluation arrives at consensus by the JJEC, the Employer, Incumbent or Union may contest that consensus using the following appeal process:

- (a) Incumbents, the Union and/or the Employer may appeal a job evaluation within ten (10) working days within receipt of the Evaluation results. This may only occur once per evaluation.**
- (b) The Union may appeal within ten (10) working days after their receipt of the completed form for evaluation explaining the results.**
- (c) The parties to the appeal meeting shall be the incumbent, the JJEC, the Employer and/or the Union, where the Employer and/Union is a party to the appeal.**

- (d) The appeal shall be heard by a four-member panel of the JJEC, one of whom shall be a Union member and one of whom shall be an Employer who attended the Evaluation. The other two members shall be a Union member and an Employer member who were not in attendance at the Evaluation.
- (e) The Appeal Committee shall re-evaluate the position anew in the same manner as the Evaluation.

**26:07**      **Job Evaluation Process Decisions**

- (a) Consensus decisions of the JJEC that are not appealed shall be final. Any consensus appeal decision shall be final. In the event of a non-consensus at the Appeal, the original consensus decision from the Evaluation shall be final. The final appeal decision shall not prevent the Incumbent from pursuing action through the Pay Equity Commission.
- (b) The negotiated point bands shall be set out in Schedule "A".

**26:08**      **Retroactive Pay**

Any salary changes which may be necessitated by reason of upward re-evaluation shall be retroactive to the date of the job evaluation request in Article 26:03(d)(1). There will be no retroactive pay if the evaluation process described in Article 26:05 and appeal process described in Article 26:06 is completed within ninety (90) calendar days from the date of application. If the evaluation is not completed within ninety (90) calendar days, any upward salary change will be retroactive to the date of the job evaluation request in Article 26:03(d)(1). If the evaluation results in a reduction of the job classification, the reduction will not affect the salary of the present incumbent.

**26:09**      In all cases, the Union shall receive copies of the final Job Descriptions, their evaluation results and the completed form for evaluation explaining the results.

**26:10**      Nothing in this Article abrogates the rights provided for under the Pay Equity Act.

**26:11**      Per the timelines defined in Article 26, the parties recognize that instances may arise where sufficient changes in a job have not occurred but an employee and/or the Manager/Supervisor is of the opinion that a re-evaluation is warranted. Such request for re-evaluation must include the following:

- (a) a written rationale for the request describing the basis for the proposed review;
- (b) justification based on the Korn Ferry (formerly Hay) Job Evaluation criteria of know-how, problem solving and accountability, as compared to similar positions.

Such requests will be reviewed by a designated representative from the Employer and Union, per Article 26:05.

**In the event the designated representatives do not reach consensus, the request will be forwarded to the JJEC who will then determine if the job evaluation request is warranted.**

**ARTICLE 27 - COPIES OF AGREEMENT**

27:01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and duties under it. 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 28 - TERM OF AGREEMENT**

28:01 This Agreement shall be binding and remain in effect from the date of signing to the 31<sup>st</sup> day of March, **2025** 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 31<sup>st</sup> day of March, **2025**, 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 29 - COST OF LIVING ALLOWANCE**

29:01 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 **2022**. The first (1st) cost of living adjustment will be based on the Consumer Price Index of August **2021** and each three (3) months thereafter compared to the base Consumer Price Index for June **2022**.

Cost of living adjustments shall be made on the pays of the following dates: October 15, **2022**; January 15, **2023**; April 15, **2023**; 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, **2022** provide a basis for further reduction in the basic rates as set forth in Schedule "A" of this 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 and 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, **2022**, 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, **2022**.

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 **2022**, 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 30 - APPRENTICESHIP PLAN**

30:01 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.

30:02 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.

30:03 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 (7) 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.

30:04 A person working under the Apprenticeship Training Program shall be considered to be on probation for sixty (60) working days following their employment. At the conclusion of which they will be indentured as an Apprentice.

30:05 As per Ontario Legislation, the parties agree to the apprentice rates contained in Schedule "B".

30:06 Upon satisfactory completion of the probation period, the Apprentice will be granted seniority back to the date of hire in the Apprenticeship Classification.

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**ARTICLE 31 - SPECIAL WORKING CONDITIONS**

31:01 (a) Residence Life Coordinator Position

An employee performing this job shall work a flexible work schedule to a total of 35 hours per week, with the mutual consent of the employee and their supervisor. Employees shall be paid two (2) times their regular straight time salaried rate for all hours worked in excess of a regular work week in one (1) week or lieu time may be taken as outlined in Article **15:05(b)**.

31:01 (b) The parties agree that Residence Life Coordinators 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, one hundred and fifty dollars (\$1,150.00);
- a one hundred and forty dollar (\$140) credit on each Residence Life Coordinator's UWIN card for laundry service except where laundry equipment has been provided in their apartment;
- a private phone line and cable TV connection in their apartment.

31:01 (c) An on-call premium of one hour wages at the appropriate rate, per Schedule "A" of the Collective Agreement, shall be provided for each day that Residence Life Coordinators are required by Residence Services to be on call only for circumstances where the Residence Life Coordinator has the ability to perform the required task from their home. Article **20:06(b)** does not apply to the Residence Life Coordinators.

31:01 (d) When a Residence Life Coordinator is required to leave their dwelling, or other off-campus location, to address an essential Residence issue, they shall be paid a minimum of one (1) hour at the appropriate overtime rate or the actual hours worked at the appropriate premium rate, whichever is the greater.

31:01 (e) Employees who are typically scheduled to work on a holiday shall receive the day off with pay as per Article **16:01(a)**. A Residence Life Coordinator who is required to work on a holiday shall receive compensation as outlined in Article **20:06(a)**.

31:02 Student Recruitment Officers

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

31:03 Nurse

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

### **LETTER OF UNDERSTANDING RE: APPRENTICE OVERTIME (15:06)**

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 **Article 15:06**.
- 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.

### **LETTER OF UNDERSTANDING - SUPPORT FOR CUPE 1393 COMPUTER SERVER**

The **Employer** will provide space, power and a network connection for a stand-alone computer server in Information Technology (I. T.) Services machine room.

The purchase, maintenance and administration of the server and all associated ancillary equipment (server, disk drives, power supply, cabinets, monitor, keyboard, mouse or other pointing device, backup facilities, uninterruptible power supply, etc.) is the responsibility of CUPE 1393. The server will be maintained by a member of CUPE 1393 appointed by the Executive of CUPE 1393 and should not be administered during regular working hours.

The **Employer** agrees that the information contained and distributed by said computer server is strictly confidential to CUPE 1393 members and may not be accessed by other University staff.

CUPE 1393 and the Executive Director of IT Services will determine an appropriate Service Level Agreement. The parties may also enter into any communication, as required, to discuss any issues related to the provision of this service.

CUPE 1393 must adhere to current Acceptable Use Policies, mass e-mail policies, etc. defined for the University.

### **LETTER OF UNDERSTANDING RE: 10:18 and 21:02**

**When an employee is laid off, the University shall provide a list of all part-time positions in the department from the employee was laid off to the Union on a monthly basis.**

The University will provide a list of all positions not belonging to another bargaining unit on a **quarterly** basis outlining the hours worked in each pay period in the related department. Such list will include a consistent indirect identifier for each employee. **This list shall assist in calculating the ratios provided for in Article 21:02.**

**LETTER OF UNDERSTANDING RE: EXECUTIVE PROGRAM**

The University agrees to waive the deposit in relation to the Executive and/or Professional Programs offered by the University.

**LETTER OF UNDERSTANDING RE: FLEX HOURS**

The Employer may request employees work flexible hours from time to time to meet the needs of their respective positions. This provision in no way affects the rights of employees set out in Article 15, or any other provision of the Collective Agreement.

**LETTER OF UNDERSTANDING RE: PENSION**

During 2010 – 2011 collective bargaining, the University and the Union had extensive discussion regarding the University of Windsor Employees' Retirement Plan.

Specifically, it is confirmed that:

1. Notwithstanding any wording in the collective agreement, the parties acknowledge and confirm that the required employee share of pension contributions is equal with the University share of contributions at all times in accordance with the University of Windsor Employees' Retirement Plan text. This contribution rate is a requirement for all members of the Plan.
2. The University of Windsor Employees' Retirement Plan text is incorporated by reference into the collective agreement.

**LETTER OF UNDERSTANDING COMMITMENT TO STUDENTS RE: STUDENT EMPLOYMENT**

The parties confirm that students are at the centre of the University of Windsor's mission and commit to enhancing the student experience by recognizing the importance of student employment. The parties will work together co-operatively to preserve and encourage student employment within the provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING RE: PROFESSIONAL DEVELOPMENT FUND**

The Application and Guidelines for the Professional Development Fund will be electronically available on the University of Windsor website.

**LETTER OF UNDERSTANDING RE: JJE BACKLOG**

During 2022 negotiations, the parties had extensive discussions regarding the queue for job evaluations and have committed to addressing same without having to resort to arbitration.

In this regard, the parties have agreed as follows:

- (1) The list of jobs in the queue for evaluation as of December 9, 2022 will be uploaded to SharePoint and accessible to Human Resources, the Union Executive Committee and all members of the JJEC within thirty (30) days of ratification.



- (2) All current job descriptions for CUPE 1393 positions will be uploaded in SharePoint within thirty (30) days of ratification and accessible to the Union Executive Committee, all members of the JJEC, and all members of the bargaining unit.
- (3) Also within thirty (30) days of ratification, the parties shall meet to identify the key issues that need to be addressed in training and establish the expectations for all employees regarding their conduct at the training. Any solutions on how to apply the updated training that will not unwind the previous evaluations shall be mutually agreed to by the parties.
- (4) Within thirty (30) days of ratification, the Employer and Union shall canvass additional JJEC members in accordance with Article 26. Also within this time frame, the Employer shall contact Korn-Ferry to discuss the availability of training for all JJEC members. The training will then be scheduled once the JJEC members have been selected with every effort being made to schedule the training as soon as possible thereafter, and certainly no later than March 31, 2023 (subject to Korn-Ferry's availability).
- (5) Within thirty (30) days of the training date referenced in (4) above, the Employer shall establish a fixed schedule for one (1) month of two (2) half days weekly for the JJEC. There will be two jobs scheduled in each half day on the basis of first in, first out.
- (6) During the thirty (30) day period referenced in (5) above, the parties will assess whether any adjustments need to be made to the schedule. Following this, a schedule will be finalized to evaluate the remaining employees in the queue. One slot on one of the scheduled days will be reserved for a new position if there is one to be evaluated.
- (7) Two months in advance of meetings, the Employer will provide a schedule, to be agreed upon by All Parties, covering at least four (4) months in advance on an on-going basis with each position to be evaluated. The Union will reply within one month of receiving the schedule with a list of JJE members who will attend each evaluation and on a rotating basis subject to any conflicts of interest. Any member who is not available on the date they have been scheduled shall be responsible for finding their replacement. This schedule will be set based on the anticipated number of jobs needing evaluation, with evaluations being scheduled commencing with first in, first out based on job evaluation application date until the backlog is depleted.
- (8) All job descriptions for CUPE 1393 positions to the year 2000 will continually be uploaded as the Employer is able and included in the job description SharePoint. If job descriptions older than 2000 are available, they will also be uploaded. The Union shall offer any job descriptions it has to assist with this process.
- (9) As issues arise, the parties will meet within thirty (30) days of notice to the other party, to discuss and resolve the issue.

#### **LETTER OF UNDERSTANDING RE: LONG-TERM SALARY WAGE CONTINUANCE**

Whereas during negotiations for a renewal agreement in 2022 the parties discussed possible resolutions to the Union's concerns regarding the costly premiums for the Long-Term Salary Continuance plan;

**And whereas a number of grievances related to the 'LTD' plan were referred to arbitration and the arbitration process has begun but will not be concluded prior to the ratification of the renewal agreement;**

**Now therefore, the parties agree that should any determination, decision or agreement be made or entered into as a result of the arbitration, which has a positive impact on the Long-Term Salary Continuance Plan premium rates, the parties will meet for the purposes of reaching agreement on how to adequately and immediately incorporate that result into the renewal agreement.**

**The parties further agree that the LTD Plan needs to be taken to market, as it has been some time since this has happened. Recognizing the uncertainty surrounding the length of the arbitral process, the parties agree to meet and discuss the timing of proceeding to market, with the intention of this occurring following completion of the arbitral process. The plan shall not be taken to market without agreement of the parties.**

**LETTER OF UNDERSTANDING RE: D2L'S BRIGHTSPACE BASIC USER SUPPORT**

**During 2022 collective bargaining, the parties discussed the University's transition from Blackboard to D2L's Brightspace, as well as others, and confirmed that bargaining unit employees have been essential in facilitating this transition. For Brightspace in particular, there is an in-app chat support feature, which is part of the Basic User Support package, which, once enabled, will enhance the Learning Management System (LMS) experience for students, faculty members, and employees using the system.**

**The parties confirm that the enabling of this in-app chat support feature will not directly result in any job losses for bargaining unit members performing similar duties, as members will be expected to continue to support students, faculty members, and employees using these systems. Furthermore, enabling of this support will have no impact on the overtime opportunities presently afforded to members of the bargaining unit where overtime was historically provided for the purposes of Blackboard user support.**

**SCHEDULE "A" - BASE MONTHLY SALARIES AND HOURLY RATES**

(For all Members excepting the Maintenance Department)

CLASSIFICATION	Current	April 1, 2022 1.5%	April 1, 2023 2.3%	April 1, 2024 3%
IX 700-809	\$8,692.02 \$57.31	<b>\$8,822.45</b> <b>\$58.17</b>	<b>\$9,025.68</b> <b>\$59.51</b>	<b>\$9,297.17</b> <b>\$61.30</b>
VIII 600-699	\$8,153.60 \$53.76	<b>\$8,276.45</b> <b>\$54.57</b>	<b>\$8,467.55</b> <b>\$55.83</b>	<b>\$8,720.83</b> <b>\$57.50</b>
VII 510-599	\$7,698.60 \$50.76	<b>\$7,813.87</b> <b>\$51.52</b>	<b>\$7,992.83</b> <b>\$52.70</b>	<b>\$8,232.47</b> <b>\$54.28</b>
VI 430-509	\$6,906.90 \$45.54	<b>\$7,010.03</b> <b>\$46.22</b>	<b>\$7,170.80</b> <b>\$47.28</b>	<b>\$7,386.17</b> <b>\$48.70</b>
V 360-429	\$6,347.25 \$41.85	<b>\$6,442.80</b> <b>\$42.48</b>	<b>\$6,591.43</b> <b>\$43.46</b>	<b>\$6,788.60</b> <b>\$44.76</b>
IV 300-359	\$5,743.62 \$37.87	<b>\$5,830.07</b> <b>\$38.44</b>	<b>\$5,963.53</b> <b>\$39.32</b>	<b>\$6,142.50</b> <b>\$40.50</b>
III 250-299	\$5,092.97 \$33.58	<b>\$5,168.80</b> <b>\$34.08</b>	<b>\$5,287.10</b> <b>\$34.86</b>	<b>\$5,446.35</b> <b>\$35.91</b>
II 210-249	\$4,624.32 \$30.49	<b>\$4,694.08</b> <b>\$30.95</b>	<b>\$4,801.77</b> <b>\$31.66</b>	<b>\$4,945.85</b> <b>\$32.61</b>
I 180-209	\$4,223.92 \$27.85	<b>\$4,287.62</b> <b>\$28.27</b>	<b>\$4,386.20</b> <b>\$28.92</b>	<b>\$4,518.15</b> <b>\$29.79</b>

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

(For the Trades positions in the Maintenance Department Only)

CLASSIFICATION	Current	April 1, 2022	April 1, 2023	April 1, 2024
Painter	\$33.39	<b>\$36.39</b>	<b>\$37.23</b>	<b>\$38.35</b>
Electrician	\$38.05	<b>\$42.17</b>	<b>\$43.14</b>	<b>\$44.43</b>
Plumber	\$39.08	<b>\$42.17</b>	<b>\$43.14</b>	<b>\$44.43</b>
Mason	\$38.21	<b>\$41.28</b>	<b>\$42.23</b>	<b>\$43.50</b>
Carpenter	\$36.45	<b>\$39.50</b>	<b>\$40.41</b>	<b>\$41.62</b>
Lead Hand Tradesperson	Trade Rate + \$1.75/hr	Trade Rate + \$1.75/hr	Trade Rate + \$1.75/hr	Trade Rate + \$1.75/hr

The renewal Agreement shall be effective from the 1st day of April, **2022** and shall continue in effect

[

until the 31<sup>st</sup> day of March, **2025**.

**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.

# GROUP INSURANCE POLICY

Great-West Life agrees to pay the benefits provided by this policy to the persons entitled to receive them. This agreement is made in consideration of the Policyholder's payment of the required premiums.

The following pages and any riders or amendments are a part of this policy.

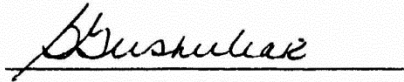
Signed at the Head Office of The Great-West Life Assurance Company, Winnipeg, Manitoba.



Secretary



President and Chief Executive Officer



For the Actuary

**DATA PAGE**

Effective date - February 1, 2002

Policyholder - **University of Windsor**

Premium due dates - first day of each month

Policy anniversary - July 1

**Eligible class**

Members of CUPE Local 1393

A person classified by the employer as a permanent part-time employee working at least 24 hours per week will be considered to be a full-time employee for the purpose of eligibility.

A person classified by the employer as an employee on loan to the union is considered to be eligible for benefits.

**Eligibility period**

All employees

- On the effective date - immediately
- After the effective date - upon completion of the probationary period as determined by the employer

## DATA PAGE

### Long term disability insurance

All employees 66.7% of monthly insurable earnings with a maximum monthly benefit of \$6,000.

- payment commences following a waiting period of 15 weeks of total disability. However, if an employee attempts an unsuccessful return to work for not more than 30 days, the waiting period will be calculated from the original date of disability provided the subsequent disability is due to the same or related cause.
- replacement percentage 60%
- indexing rate is the lesser of the Consumer Price Index of Canada (CPI) and 3%

The insurance on an employee will terminate on the date the employee attains age 64 and 37 weeks.

### NOTES

Amounts of long term disability insurance are rounded to next higher dollar.

## COMMENCEMENT AND ADJUSTMENT OF INSURANCE

### 1. Eligibility

A person indicated under eligible class on the data page is eligible to become insured provided that such person

- is actively at work full-time and for full pay with the employer,
- has been in continuous active full-time employment for full pay with the employer for the eligibility period shown on the data page, and
- is resident in Canada or the United States of America.

Full-time employment means performing in the customary manner for at least 25 hours per week all the regular duties of the employment either at the customary place of employment or at some other location required by the employer's business.

If a person who was insured ceased to be insured because of termination of active full-time employment for full pay with the employer and within one year again commences active full-time employment for full pay with the employer, then the employer may waive the eligibility period applicable to the person.

A person will be considered to be resident in Canada or the United States of America while on temporary assignment with the employer outside Canada or the United States of America for not more than 24 months.

If insurance under this policy replaces similar insurance within 31 days of its termination, other persons indicated under eligible class on the data page who were covered by the prior insurance are eligible to become insured for similar insurance under this policy for an amount not exceeding the amount lost on termination, provided application is made within 31 days after the coverage is lost.

### 2. Application for Insurance

A person eligible to be insured shall become insured by:

- submitting a written application for insurance on forms furnished by Great-West Life and
- providing any required evidence of insurability.

### 3. Evidence of Insurability

Insurance is subject to evidence of insurability satisfactory to Great-West Life according to the underwriting rules of Great-West Life in effect at that time.

### 4. Amount of Insurance

Each eligible person who applies to become insured may be insured for not more than the amount described on the data page.



## COMMENCEMENT AND ADJUSTMENT OF INSURANCE

### 5. Adjustment in Amount of Insurance

When a change in any circumstance would make an insured person eligible for a different amount of insurance, the amount of insurance will be adjusted as follows:

If the change would result in an increase, the increase will be effective on the later of:

- the date of the change in circumstance, and
- the date any required evidence of insurability is approved by Great-West Life.

The increase will be effective only if the insured person is actively at work full-time and for full pay on the effective date of the increase. However, if a negotiated salary increase occurs during the waiting period for long term disability insurance, the amount of long term disability insurance on a disabled person, other than a disabled person on an educational leave or pre-paid leave of absence, will be increased on the effective date of the negotiated salary increase.

If the change would result in a decrease, the decrease will be effective on the date of the change in the circumstance.

### 6. Insurable Earnings

"Annual insurable earnings" means annual earnings from the employer based on the insured person's established normal work period and job classification, excluding bonuses, overtime pay and other extra earnings.

"Monthly insurable earnings" means 1/12 of annual insurable earnings.

If earnings used by the employer to determine premium payments to Great-West Life are understated, the understated earnings will be used to determine annual insurable earnings. If earnings used by the employer to determine premium payments to Great-West Life have been overstated, the correct amount of earnings will be used to determine annual insurable earnings.

## TERMINATION OF INSURANCE

The policyholder may terminate the insurance on an insured person.

Except as required by law, the insurance on an insured person will terminate on the date he would cease to be eligible to become insured or on the date of a strike or lockout. Insurance may be continued after retirement as provided on the data page.

The policyholder may elect to continue the insurance:

- during a period when the insured person is absent from work because of an approved pregnancy leave of absence or because of injury, disease or temporary layoff;
- for up to one year during a period when the insured person is absent from work because of educational or pre-paid leave of absence,
- for a period not longer than the end of the month following the month when the insured person is absent from work because of leave of absence, other than an approved pregnancy leave of absence or educational or pre-paid leave of absence.

### **Educational leave of absence**

The employer may grant a leave of absence not to exceed one year to an employee having at least three years seniority for the purposes 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 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 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 long term disability insurance on behalf of the employee. The employee will pay his/her own premium and benefits will not commence until the end of the leave of absence period.

Long term disability insurance will be maintained provided the employee continues in full-time attendance at the University of Windsor.

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 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.

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 week's duration.

## TERMINATION OF INSURANCE

### **Pre-paid leave of absence plan**

**Purpose:** The pre-paid leave plan has been developed to afford employees in the bargaining unit the opportunity of taking a leave of absence of between six months and one 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 years seniority with the employer is eligible to participate in the plan in accordance with the conditions set out herein.

**Application:** An employee who qualifies as above must complete the Pre-paid leave application and submit to the Executive Director of Human Resources of the employer at least three 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. A copy of the written application will be provided to the Union by the employer.

**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 employer.

**Deferral:** The deferral period over which wages are deferred shall be a maximum of five years.

**Leave:** The length of the leave shall not exceed one year and must commence immediately upon completion of the deferral period.

**Written Agreement:** The employer and the employee shall enter into a written agreement setting out the terms of the plan agreed to in compliance with the conditions herein. A copy of the written agreement will be provided to the Union by the employer.

**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 employer and the employee and the Income Tax Act, 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 employer to finance the period of leave. Subject to the Income Tax Act maximums, 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 equals four years and length of leave equals one year, then maximum deferred salary equals 20 per cent)

**Investment Arrangements:** An individual internal trust account will be established for each pre-paid leave agreement. The trust account is allocated interest based on the bank rate earned on the employer's operating account. On an annual basis, the employer will provide the employee with a statement outlining the monies standing to his/her credit, inclusive of interest earned.

**Deferral Period (Benefits Structuring):** During the deferral period, any benefits related to the rate of wages shall be structured according to the wages the employee would have received during the deferral period had he/she not been in the plan.

## TERMINATION OF INSURANCE

### Pre-paid leave of absence plan - continued

**Employee Benefit Coverage and Premiums:** An employee's coverage for life insurance and Green Shield benefits and O.H.I.P. in effect immediately prior to the leave, will be maintained by the employer during his/her leave of absence, if eligibility conditions permit, however, the premium costs of such plans shall be paid by the employee during the leave.

**Leave Period (Benefit Structuring):** During the leave period, any benefits related to the wages shall be structured according to the rate of wages the employee would have received immediately prior to the leave had he/she not been in the plan. No employee will receive any additional remuneration from the employer during the leave period.

**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 employer shall pay to the employee, in equal instalments on a bi-weekly basis, the monies standing to his/her credit less any premiums or contributions required during the period of the leave, except as may otherwise be mutually agreed. It is understood that interest is not earned for the period of leave.

**Assignment on Return:** On return from leave, an employee 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. The employee must return to the employer following the leave period for a period not less than the period of absence.

**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 as outlined in Article 17. 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:** An employee may, with the approval of the employer, 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 the withdrawal before three months prior to commencement of leave. The employer shall maintain the request and its approval as part of the employer records. When a request for withdrawal is approved, the employer shall pay to the employee a lump sum amount equal to monies deferred plus interest accrued, less required statutory deductions, to the date of withdrawal from the plan. Payment shall be made as soon as possible, but must be made within thirty days of approval of withdrawal from the plan.

**Leave Postponement:** The employer may, for good and sufficient reason, up to three months prior to commencement of the leave, postpone the period of the leave for not longer than one year. In this instance, an employee may choose to remain in the plan, or receive payments as outlined under 'Withdrawal Rights' above.

## TERMINATION OF INSURANCE

### **Pre-paid leave of absence plan - continued**

The employee may, for good and sufficient reason, request in writing that the leave period be postponed. The employer may, at its discretion, grant a postponement, but under no circumstances shall the postponement exceed one year and the employee must remain in the plan.

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

**On Leaving Employment:** Any employee who resigns, is laid off, or otherwise terminated prior to commencement of the leave shall cease to be an employee in the plan, and shall receive payment as outlined under "Withdrawal rights" above.

**Death Clause:** Should an employee 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.

**Early Return:** No employee shall be compensated for illness or injury suffered during a Pre-paid leave. However, in the event of an ongoing illness or injury, the employee shall have the right to terminate the leave effective with the first day following two weeks notice provided to the Department of Human Resources. Proof of illness must be substantiated as described in Article 17:03. Upon termination of the leave due to illness or injury, the employee shall be paid in accordance with Article 17:01. Upon termination of the leave, the employer will return the employee to active status, and the employer shall pay to the employee a lump sum amount equal to monies deferred plus interest less required statutory deductions accrued to the date of the termination of the plan.

**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 employer shall be based on monies actually received by the employee in each taxation year subject to the acceptance of this Plan by Revenue Canada.

## LONG TERM DISABILITY INSURANCE

### 1. Benefit

If an insured person is totally disabled and is continuously so disabled for the waiting period shown on the data page, Great-West Life will pay the monthly long term disability benefit for which the person was insured at the completion of the waiting period. Payment will accrue from the end of the waiting period and will be payable monthly thereafter during the continuance of total disability but not beyond the death of an insured person or his 65th birthday. However, if an insured person completes the waiting period during the twelve months immediately prior to his 65th birthday, monthly benefits will be payable during the continuance of total disability but not beyond the death of the insured person or 12 monthly payments. The long term disability premium for an insured person will be waived while he is receiving such long term disability benefits.

### 2. Total Disability

An insured person will be totally disabled if

- (1) during the waiting period and the next 36 months he is unable, because of injury or disease, to perform substantially all of the duties of his occupation and
- (2) thereafter, is unable because of injury or disease, to do any work for which he is or becomes reasonably qualified by education, training or experience, and which would provide earnings of at least the replacement percentage shown on the data page times the monthly insurable earnings in effect at the commencement of total disability, increased each January 1 thereafter by the lesser of six percent and the percentage increase in the cost of living index applicable to that year as compared to the cost of living index applicable to the preceding year. The cost of living index is described in Section 9(2).

### 3. Reduction of Benefit

The monthly long term disability benefit will be reduced

- (1) by any amount of income for the month to which the insured person is entitled under any Workers' Compensation or similar coverage;
- (2) any amount of disability benefits for the month to which the insured person or any other person is entitled on the basis of the insured person's disability under the Canada Pension Plan or similar provincial plan; this does not include benefits to which another person who is 18 or more years of age is entitled;
- (3) by any amount payable for the month to the insured person as a retirement pension under the Canada Pension Plan or similar provincial plan;
- (4) by any amount payable for the month to the insured person under any other group insurance plan, pension plan or employee retirement plan;
- (5) by any amount received from the employer as severance pay or under a salary continuance plan;
- (6) as provided in the Right of Subrogation provision.

## LONG TERM DISABILITY INSURANCE

### 3. Reduction of Benefit - continued

Any such benefit not paid on a monthly basis will be considered to have been paid monthly on a reasonable basis that will be determined by Great-West Life.

A subsequent increase in any such benefit as a result of an indexing provision will not further reduce the long term disability benefit.

The insured person must apply for all such disability benefits for which he may be eligible in order to receive long term disability benefits. Where considered appropriate by Great-West Life, the insured person must reapply for, or appeal decisions regarding such disability benefits. Great-West Life will estimate the amount of any reduction until it has been finally established.

### 4. Limitations

No long term disability benefit will be paid

- (1) for any period of total disability during which an insured person is not participating and co-operating in a reasonable and customary treatment program for each disabling condition. Such a program must be recommended by the licensed physician treating the insured person and be of the nature and frequency usually required for each disabling condition;
- (2) for any period an insured person is on educational leave of absence, pre-paid leave of absence or any other leave of absence, except any portion of a period of maternity leave during which the person is disabled as a result of pregnancy;
- (3) until the date scheduled for return to work from a period of leave of absence including educational and pre-paid leaves of absence or layoff, for a disability which commenced during that period unless the disability is as a result of pregnancy, occurring during a maternity leave of absence;
- (4) for any total disability resulting directly or indirectly from any one of the following:
  - (a) self-inflicted injury while sane or insane;
  - (b) committing or attempting to commit a criminal offence;
  - (c) voluntarily participating in a riot or an insurrection;
  - (d) war or hostilities of any kind or any act incident thereto;
- (5) if an insured person is engaged in any occupation for compensation or profit, other than a rehabilitation program;
- (6) after an insured person refuses to participate and co-operate in a rehabilitation program;
- (7) if an insured person does not comply with the Right of Subrogation provision.

## LONG TERM DISABILITY INSURANCE

### 5. Rehabilitation

Rehabilitation program means any of the following that are approved as a rehabilitation program by Great-West Life and the attending physician:

- any occupation for compensation or profit,
- any assessment, counselling, training or vocational program, or work related activity,
- any educational program, or
- any reasonable and customary treatment program described in limitation (1).

If an insured person engages in a rehabilitation program the monthly long term disability benefit will be reduced by 50 percent of his compensation or profit, but in no event will his total income exceed:

- if the payment is taxable, 100 percent of monthly insurable earnings, or
- if the payment is not taxable, 100 percent of monthly insurable earnings less deductions for income tax and the Canada Pension Plan or similar provincial plan.

### 6. Recurrence of Disability

If an insured person ceases to be totally disabled after receiving long term disability benefits and again becomes totally disabled due to the same or a related cause

- within six months in the case of a person who was not engaged in a rehabilitation program approved by Great-West Life when total disability ceased, or
- within 12 months in the case of a person who was engaged in a rehabilitation program approved by Great-West Life when total disability ceased,

the later disability will be considered to be a continuation of the previous disability. Where such person has returned to active work full time and for full pay for a continuous period of less than 60 days, long term disability benefits will be paid at the same rate as before. No long term disability benefit will be payable if the insured person is entitled to receive any other group income benefits on account of his disability.

### 7. Proof of Claim

For long term disability benefits to become payable, written proof satisfactory to Great-West Life signed by the licensed physician treating the insured person must be received by Great-West Life:

- (1) while the insured person is totally disabled, and
- (2) within 12 months after
  - (a) the end of the waiting period shown on the data page, or
  - (b) the recurrence of disability.

Otherwise, the claim for long term disability benefits will be invalid.

If such proof is received by Great-West Life within 90 days after the end of the waiting period or recurrence of disability, long term disability benefits are payable from the end of the waiting period or the date disability recurred.

If such proof is received by Great-West Life after 90 days but prior to 12 months after the end of the waiting period or recurrence of disability, long term disability benefits are payable from the date such proof was received by Great-West Life.



## LONG TERM DISABILITY INSURANCE

### 7. Proof of Claim - continued

Great-West Life at any time may request written proof of the continuance of total disability and may request the insured person to submit to and co-operate in examination by Great-West Life's medical and other advisers. If the person fails to furnish proof satisfactory to Great-West Life within three months following the request or refuses to submit to and co-operate in examination by Great-West Life's medical and other advisers, the person will be considered to have ceased to be totally disabled immediately prior to the date such request was made.

Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability.

Great-West Life, in its discretion and to the extent permitted by law, may pay another person on behalf of the insured person.

### 8. Limitation of Action

No action or proceeding may be commenced against Great-West Life more than one year from the later of:

- (1) the end of the period in which proof of claim may be submitted under section 7 "Proof of Claim"; and
- (2) the date of notice of termination of long term disability benefits.

### 9. Indexing Provision

- (1) If the data page shows that this long term disability benefit is to be indexed, then the amount of the monthly long term disability benefit payable to an insured person during any period of continuous total disability will be increased effective with the payment due in January of each year after the initial payment of the claim. The rate of increase will be the lesser of the indexing rate shown on the data page and the percentage increase in the cost of living index applicable to that year as compared to the cost of living index applicable to the preceding year. The cost of living index is described below.
- (2) Cost of Living Index - The cost of living index for any calendar year is the average of the Consumer Price Index for Canada, not seasonally adjusted, as published by Statistics Canada for each month in the 12 consecutive months ending October 31 of the preceding year using the most current base year. If the consumer price index is not available, another reasonable index will be determined by Great-West Life.

## GENERAL PROVISIONS

### 1. Contract

This policy, the application of the policyholder and the individual applications of persons insured constitute the entire contract.

Policy-year means the period from the effective date to the first policy anniversary. Subsequent policy-years will be determined from the first policy anniversary.

Masculine words also include the feminine gender when required by the context.

Reference to a province includes a territory when required by the context.

### 2. Policyholder Information

The policyholder will provide Great-West Life with the information necessary for the administration of this policy. Great-West Life will have the right to inspect the records necessary to determine the completeness and accuracy of the information provided.

### 3. Age

If the age of an insured person has been misstated, the true age will govern and there will be an equitable adjustment in the amount of premium paid by the policyholder.

### 4. Conformity with Law

Any provision of this policy which is in conflict with any law to which this policy is subject, is understood, declared, and acknowledged to be amended to the extent necessary to conform to such law.

### 5. Currency

All payments to or by Great-West Life will be in lawful money of Canada.

### 6. Termination of Contract

The policyholder may terminate the contract by written notice to Great-West Life. The date of termination will be the date of receipt of such notice or any later date specified in the notice.

If any premium is not paid within the period of grace described below, the contract will become void on the expiration of such period.

## GENERAL PROVISIONS

### 6. Termination of Contract

Great-West Life may terminate the contract at the end of any policy-year by 31 days written notice given to the policyholder.

Termination of the contract will not prejudice any rights with respect to an event which occurred while the contract was in force.

### 7. Premiums

Premiums are payable to Great-West Life in advance on the premium due dates shown on the data page. Premium rates may be changed as of any policy anniversary date by written notice given to the policyholder. Premium rates may also be changed as of any premium due date, by Great-West Life giving 60 days written notice to the policyholder, to reflect

- a change in, introduction of, or repeal of a government law, regulation or practice which results in a change in the benefits payable under this policy, and
- a change in taxes payable to a government authority in connection with this policy or the benefits payable under this policy.

The amount of each premium is the aggregate of the amounts payable for insurance with respect to each person insured on the due date of the premium. The premium rates are as agreed upon between the policyholder and Great-West Life, or as otherwise determined under the policy.

Grace Period - A grace period of 45 days is allowed for the payment of any premium except the first during which time the insurance will remain in force. If any premium is not paid within the period of grace, the contract will become void on the expiration of such period, but a pro rata premium will be payable for the days of grace.

Premium Adjustment - The first and last premium under this policy and any premium changed as a result of a policy amendment will be prorated.

When a person becomes insured, ceases to be insured, or the amount for which he is insured changes on other than a premium due date, the premium payable will not be changed until the next following premium due date.

Divisions - The coverage under this policy will be allocated to divisions. Premium payments will be allocated to each division in proportion to the premium due and not paid unless the policyholder gives other instructions prior to such payment.

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## GENERAL PROVISIONS

### 8. Right of Subrogation

If Great-West Life pays a benefit under this contract for a loss for which a third party is or may be liable, Great-West Life will be subrogated to the rights of the insured person in any claim the insured person asserts against the third party.

Where the amount of the benefit paid by Great-West Life, together with the recovery from the third party and from any other source, exceeds 100% of the actual loss or expense, the insured person will hold the benefits in excess of 100%, less the proportionate amount of unrecovered legal expenses, in trust for Great-West Life and will reimburse Great-West Life in the amount of the excess within 30 days following receipt of the third party recovery.

If the third party recovery compensates the insured person for future loss, any benefits otherwise payable by Great-West Life will be reduced so that the total benefits payable in the future will not exceed 100% of the loss.

The insured person will co-operate with Great-West Life and in no way compromise Great-West Life's right of subrogation. The insured person will execute a subrogation reimbursement agreement and direction and any other documentation required by Great-West Life and provide details of the third party claim.

The insured person must obtain the consent of Great-West Life to any settlement of the third party claim which consent will not be unreasonably withheld. If the insured person fails to obtain Great-West Life's consent to any settlement, the insured person will be considered to have recovered 100% of his loss from the third party.

If judgement is obtained in the third party action, the insured person must advise Great-West Life of the judgement within 10 days and provide Great-West Life with the details of the total recovery. If the insured person fails to provide these details, the insured person will be considered to have recovered 100% of his loss from the third party.

No benefits will be payable unless the requirements of this provision are satisfied.

The renewal Agreement shall be effective from the 1st day of April, **2022** and shall continue in effect until March 31, **2025**.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers on this 12th day of January, **2024**.

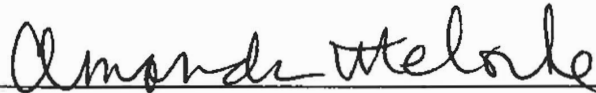
UNIVERSITY OF WINDSOR



President



Vice-President – Equity, Diversity and Inclusion



Manager, Labour Relations

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1393




President



Vice-President

DocuSigned by:



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Representative