

COLLECTIVE AGREEMENT

between

UNIVERSITY OF WINDSOR



**University
of Windsor**

and

**UNIFOR
AND ITS LOCAL 444**



www.unifor.org

SPECIAL CONSTABLE AND PARKING SERVICES

THIS AGREEMENT made this 7th day of September, 2019

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

OF THE FIRST PART

and

UNIFOR and its Local 444,
hereinafter called the "Union"

OF THE SECOND PART

Department of Human Resources
University of Windsor
Windsor, Ontario

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ARTICLE 1 - PREAMBLE

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

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union,
2. To secure prompt and equitable disposition of grievances arising out of the administration of the within Agreement,
3. To encourage efficiency in operation,
4. To promote the morale, well-being and security of all employees in the Bargaining Unit,
5. To work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at the University of Windsor,

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

ARTICLE 3 - RECOGNITION

- 3:01 Having regard for the certificate issued by the Ontario Labour Relations Board, and the Board's decision issued to the Union on May 8th, 1969; the Employer recognizes the Union as the sole bargaining agent of all "Special Constables", "Sergeants", "Senior Special Constables", the "Parking Assistant", "Administrative Assistant", "Parking Services Administrator" and the "Parking Enforcement Officers" (heretofore referred to as "University of Windsor **Special Constable Services** and Parking Services") of the Employer at Windsor, save and except persons above the rank of Sergeant, and persons employed for not more than twenty-four (24) hours per week.

- 3:02 Persons employed for not more than twenty-four (24) hours per week will not replace employees who belong to the Bargaining Unit in the performance of their regular assigned work, unless an immediate emergency exists requiring special attention.
- 3:03 No employee who belongs to the Bargaining Unit shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3:04 In respect of employees covered by this Agreement, the Employer shall not recognize during the term of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE

4:01 Whereas the parties agree that there will be no discrimination or harassment consistent with the provisions of the Ontario Human Rights Code and;

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

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

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

(a) Discrimination

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

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

(b) Harassment

Harassment is defined as:

- (i) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working or educational environment when such treatment has the effect or purpose of threatening or intimidating a person;
- (ii) treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of creed, age, sex (pregnancy, gender

identity, gender expression), disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, place of residence, ancestry, place of origin, family status, same sex partnership status, receipt of public assistance, record of offences, political or religious affiliations or beliefs or by reason of Union membership or activity.

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

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

(c) Sexual Harassment

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

Sexual Harassment includes, but is not limited to:

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

(d) Investigative Training

The Union shall appoint two (2) members who will conduct investigations on behalf of the Union. The Union and Employer representatives will participate in harassment training offered by the Unifor-Canada Human Rights Department within ninety (90) days of ratification. All costs of such training shall be incurred by the Employer.

(e) Filing a Complaint

If an employee believes **they have** been harassed and/or discriminated against on the basis of any prohibited ground they may request a stop of the behaviour, inform the

individual that the behaviour is unwanted and unwelcome, document the events and/or report the incident to their Supervisor or Union Committee Representative.

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

(f) Investigation- Informal

Upon receipt of the complaint the Supervisor/Union Committee Representative will immediately inform the Employee Relations Manager within five working (5) days. The Employee Relations Manager or designate and the Union Committee Representative will interview the employee jointly within ten working (10) days of receipt of the complaint and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. If the parties disagree it will move forward to a formal investigation.

(g) Investigation - Formal

Should a formal complaint investigation be required by both parties an interview of the respondent, witnesses, and other persons named in the complaint will be conducted. Should the complaint involve sexual harassment or gender discrimination, the process may include an appropriate internal advocate as named by the complainant and agreed to by the parties. The investigation process will not exceed fifteen (15) working days unless by mutual consent of both parties. It is understood that the Union Committee Representative will not be the Union Chairperson. Should the Parties determine that the Investigators must be from outside the University of Windsor, the reasonable costs of the investigation will be paid by the University, provided such costs have been pre-approved by the Employer.

(h) Resolution

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

The Employee Relations Manager or designate and the Union Committee Representative will provide their findings to the Vice-President, Human Resources or designate and the Chairperson of the Union. The Vice-President, Human Resources or designate will make a determination of appropriate resolution within fifteen (15) working days of receiving the findings and will meet with the Union Chairperson to inform **them** of the resolution. It is agreed that the appropriate resolution will be consistent with the collective agreement and the Ontario Human Rights Code.

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

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

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

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

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

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

ARTICLE 5 - UNION SECURITY

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

"I hereby authorize the University of Windsor to deduct from my first pay, the Union initiation fee of _____dollars and from the pay due me each calendar month for the duration of the Collective Agreement and as a condition of my employment the sum of the monthly dues as certified by the Unifor Local 444, and to pay the sum deducted to a designated official of the said Union.

Unifor Local 444

Employee # _____ Employment Commencement Date: _____

Signature: _____

Witness: _____

Date: _____

5:02 The amount of such dues shall be certified to the Employer by the Secretary of the Union. In the event of a change therein not less than thirty (30) days' notice thereof shall be given to the Employer.

5:03 The dues deducted from the pay of the employee shall be forwarded by the Employer to the Financial Secretary-Treasurer of the Union no later than the twentieth (20th) day of each month. The Employer agrees to provide the Union with a monthly listing of dues deductions giving a brief explanation of each employee from whom dues have not been deducted.

5:04 (a) At the time of signup with Human Resources, the Employer shall provide the new employee with a list of names of the Union Committee Members and the Union Chairperson, and their telephone numbers and campus mail address, as supplied by the Union.

- (b) It is agreed that on or shortly following the start date of the newly hired employee, a Union Representative shall have the opportunity to meet with the new employee for a thirty (30) minute period without loss of pay for the purpose of attending a Union Orientation session.
- (c) Paid release time for the Union Representative to attend such meeting will be granted

5:05 The Employer will furnish the Union quarterly with the following:

- (a) Names of new employees, their job title, classification, employee identification number, department, campus address, salutation, gender, employee start date, home address, home telephone number, workplace email address and hourly rate;
- (b) Names of employees whose employment was terminated;
- (c) Names of employees who have resigned or retired;
- (d) Names of employees who have attained seniority;
- (e) Names of employees receiving long term disability payments;
- (f) Names of employees laid off or on recall;
- (g) Names of employees and their appointments made under the Job Posting procedure;
- (h) Notification of death of current employees; and
- (i) Bargaining Unit employees hired outside of the Bargaining Unit.

Information changes will be forwarded in a timely manner.

ARTICLE 6 - STRIKES AND LOCKOUTS

6:01 The Union agrees that during the term of this Agreement, there shall be no strikes, suspension or slowdown of work. It further agrees to use its best efforts to prevent picketing or other interference with the Employer's operation during the term of the Agreement. The Employer agrees that there shall be no lockout of the employees during the currency of this Agreement.

6:02 In the event of a dispute between the Employer and any organization or group of employees excluded from the Bargaining Unit which results or threatens to result in a strike, work stoppage or other interference with the Employer's operation, the Union agrees that, regardless of the organization or group involved in any such dispute, employees represented by the Union will continue to report for duty and will make every reasonable effort to discharge fully their duties. It is further agreed that should employees face a hostile picket line, the Employer will make every reasonable effort to provide police escort protection during the term of this Agreement.

ARTICLE 7 – NOTICES

7:01 Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently if **said notices are emailed to the Chairperson and/or delegate** of the Union and the Employee Relations Manager of the Employer respectively.

ARTICLE 8 - REPRESENTATION

8:01 The Union may elect or appoint, and the Employer will recognize four (4) **Committeepersons. One (1) Committeeperson** will be called the Chairperson, **one (1) which will be called the Vice Chair** and one (1) which will be called **the Recording Secretary and these three (3) positions will form the Union Committee.**

The duties of the **Union Committeepersons** will be to present grievances, to the designated representative of the Employer in accordance with the grievance procedure herein set forth.

The Union Committee will conduct negotiations for a renewal of the within Collective Agreement **and** 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 Committee be paid more than their normally scheduled shift. The University will allow said **Union Committee** two (2) paid shifts of preparation time for the renewal of the Collective Agreement on or off campus. The **Union Committee's** regular schedule will be altered so that negotiation or preparation days will be considered a day worked.

The **Vice Chair** will act for the Chairperson in **their** absence. In the event the **Vice Chair** is not available, **the Recording Secretary will act as Chairperson. The Chairperson** will send written notification to the Employer of who the designated Chairperson will be. **The Chairperson may appoint the fourth Committeeperson to either the role of Vice Chair or Recording Secretary should either of these individuals not be available.**

8:02 The Union shall keep the Employer notified in writing of the names of its **Committeepersons**, and the respective effective dates of their elections or appointments. They shall be called Union **Committeepersons**.

8:03 The Union Committee shall **include** the President of Local 444 or designate and/or the National Representative of the Union. The Union **Committee** may be **expanded** to allow for the presence of individuals who possess specialist expertise and training.

8:04(a) The Union **Committeepersons** shall perform their regular duties as employees of the University of Windsor **Special Constable Services** or Parking Services and may be absent from their posts only for such time as it is required to handle such grievances. Prior to leaving **their** post, a **Committeeperson** shall notify and secure permission of **their** Sergeant/Supervisor or the Director, University of Windsor **Special Constable Services** or Executive Director, Campus Services and will await the arrival of **their** relief if so instructed. Such release will not be unreasonably denied and will be granted for the time requested. Every effort will be made by the Employer to provide such relief promptly. Upon return to **their** regular duties, the **Committeeperson** shall notify **their**

Sergeant/Supervisor or the Director University of Windsor **Special Constable Services** or Executive Director, Campus Services.

For any other meeting, the union **Committee person** will provide **their** supervisor as much notice as possible. Such requests will not be unreasonably denied.

(b) a) The Chairperson may be absent from **their** post for one (1) regularly scheduled shift per month without loss of pay to attend to Union duties either on or off campus. Such absences shall be subject to the same notice requirements as per part (a) above. The Chairperson will also be allowed a one (1) day paid leave of absence to attend the annual Unifor, Local 444 Chairpersons meeting.

b) It is further agreed that the Recording Secretary shall be allowed six (6) hours per month without loss of pay to attend to Union duties either on or off campus. **Effective March 1, 2022 the Committee person shall now be the Recording Secretary and will receive two (2) hours per month without loss of pay to attend to Union duties either on or off campus.**

Effective March 1, 2022 the Recording Secretary will become the Vice-Chair and shall be allowed six (6) hours per month without loss of pay to attend to Union duties either on or off campus.

The Chairperson may bank these hours to be taken in the subsequent month(s) however hours banked may not be converted to monetary compensation. In any situation where the Chairperson is absent for any month and has designated a Committee Person as the Acting Chairperson that person may make the above request.

The Chairperson may elect to not be subject to the shift rotation provided **they supply** a regularly scheduled Special Constable volunteer replacement from the Bargaining Unit on the first Monday of the preceding schedule cycle. Should a replacement not be provided, the lowest seniority regularly scheduled Special Constable shall replace the Chairperson provided this does not result in said lowest seniority employee working the night shift on a permanent basis. In the event that any of the preceding circumstances are not fulfilled the Chairperson shall be required to participate in that shift rotation. It is further agreed, that the Employer is not required to pay overtime or sustain any other penalty as a result of this exchange of shifts.

8:05 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.

8:06 The Employer will provide one (1) lockable bulletin board on the main floor for the use of the Union to be located by the Employer in its offices, and it is agreed that the use by the Union of such bulletin board shall be restricted to the posting thereon of the following notices:

- (a) Those of Union recreational and social affairs;
- (b) Those of Union elections, appointments and results of elections;
- (c) Those of Union meetings;
- (d) Those respecting receipts of Union dues for Income Tax purposes;
- (e) Those of official Unifor 444 Union notices.

8:07 The Off Duty Coordinator may be absent from **their** post for **four (4)** hours per month without loss of pay to attend to off duty matters.

8:08 No Employee shall waive Union representation.

8:09 A Committeeperson shall be present on occasions when a member of the bargaining unit meets with Human Resources related to labour relations.

ARTICLE 9 - SENIORITY

9:01 Seniority shall be defined as length of continuous service within the Bargaining Unit.

9:02 Continuous service shall mean unbroken employment and shall include vacations and holidays, scheduled days off, lay-offs and suspensions, and approved leaves of absence, absence because of illness or injury.

9:03 The Employer shall maintain a seniority list of all employees showing their seniority determined in accordance with this Agreement. Seniority lists shall be posted on the first day of April of each year by the Employer on the bulletin board herein provided for. Copies of the said seniority list shall be mailed to the Union Secretary on such dates.

9:04 Any employee who on the effective date of the within Agreement was employed in the Bargaining Unit, shall have the seniority which **they** had attained with the Employer as of the date.

9:05(a) Any employee will be considered to be on probation and will not acquire seniority status until **they have** completed a total of sixty (60) days worked within a consecutive eight (8) month period, at which time **their** seniority shall commence from the date of hiring in **their** classification in **Special Constable Services** or Parking Services. **They** shall participate in the welfare benefits named in Article 21 of this Agreement upon successful completion of the probationary period. Those employees in Parking Services and the Administrative Assistant will be paid at eighty-five (85%) percent of the applicable Schedule "A" Rate and Special Constables the start rate as defined per Schedule "A" of the within collective agreement during **their** probationary period.

(b) For those employees working the twelve (12) hour shift, the following will apply:

Any employee will be considered to be on probation and will not acquire seniority status until **they have** completed a total of four hundred and eighty (480) hours worked within a consecutive eight (8) month period, at which time **their** seniority shall commence from the date of hiring in **their** classification in the **Special Constable Services** or Parking Services. **They** shall participate in the welfare benefits named in Article 21 of this Agreement upon successful completion of the probationary period. A new employee will be paid the start rate as defined per Schedule "A" of the within Collective Agreement during **their** probationary period.

9:06 Seniority shall prevail in the lay-off and recall of employees. Whenever the workforce within a classification shall be reduced by the Employer, probationary employees shall be laid off first and if more layoffs are implemented the last employee on the said classification list with the least seniority shall be the next laid off. In returning to work,

the last employee laid off within the classification concerned shall be the first employee recalled. Seniority employees subject to layoffs will have the right, which must be exercised within three (3) working days of the date of layoff, to displace the least seniority employee in another classification who has less seniority than the employee being laid off, provided the employee has the skill, ability, and qualifications to perform the work.

9:07 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 to do so by reason of illness 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 twenty-four (24) months.
6. At any time during a layoff, an employee has requested and received their termination and severance, if payable. Termination and severance pay, where applicable, will be paid in accordance with the Employment Standards Act, 2000, S.O. 2000, c. 41, as amended.

It is agreed that if an employee retires under the terms and conditions of the University of Windsor Employees' Retirement Plan, such employee shall on retirement cease to be considered an employee of the Employer.

9:08 Notwithstanding their respective positions on the seniority list, the Chairperson, the **Vice Chair**, Recording Secretary and **one (1) Committeeperson** shall have top seniority in the Bargaining Unit only for purposes of lay-off and recall so long as there is work available which they are qualified to perform.

9:09 The Sergeants' seniority date will be recognized as the date of hire in the department.

9:10 An employee who is laid off shall maintain full benefit coverage as provided in Article 21:01 of this agreement for a period of eighteen (18) months following the effective date of lay off.

ARTICLE 10 - JOB POSTINGS

10:01 The selection or appointment of employees for supervisory positions above the rank of Sergeant or for any position not subject to this Agreement is not governed by this Agreement. However, if an employee so chooses or is found to be unsuitable in such supervisory position within a period of ninety (90) calendar days from the date of **their** appointment, **they** shall be transferred back to **their** former position without loss of seniority, providing said employee has taken out a withdrawal card from the Union.

10:02(a) When new jobs are created or vacancies occur falling within the classifications set forth in Schedule "A" of the within Contractual Agreement, they shall be posted electronically for seven (7) calendar days. A copy of the posting shall be sent to the Chairperson prior to the position being electronically posted. Employees may apply electronically through

the Human Resources website for such new jobs. The posting of new jobs and vacancies shall be limited to such first new jobs or vacancies and none other.

The Employer shall consider the following two (2) factors in determining which employee is to be selected:

- (i) relative seniority of the applicant, and
- (ii) the requirements in efficiency of operations and the ability, knowledge, training, aptitude and skill of the applicant to do the job.

When, in the judgement of the Employer, which shall not be exercised in an unfair manner, factor (ii) is relatively equal as between two (2) or more applicants, seniority shall govern. If none of the existing employees is qualified to fill a vacancy, the Employer may engage an employee from any other source. The successful applicant for a new job or vacancy, shall be on a trial period of sixty (60) working days for those employees working eight (8) hour shifts and four hundred and eighty (480) hours for those employees working twelve (12) hour shifts. If 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 wage rates previously enjoyed. Should the employee decide within the aforementioned trial period that they are not satisfied in their new position, such employee shall be returned to **their** former classification with all rights, privileges and wage rates previously enjoyed. In such event the Employer shall then select the employee who has applied for the position and has the second longest seniority in the employment of the Employer provided they meet the criteria as noted above.

- (b) When new positions are available for Special Constable, applicants from Parking Services who are interested may apply provided they meet the provisions of Article 10:03 (a)

10:03(a) Persons applying for positions in the Special Constable and Sergeant classification, shall be required as a condition of their attainment of such positions, be able to qualify and maintain eligibility for Special Constable status, and be in the possession of the following: a current Ontario Association of Chiefs of Police (O.A.C.P.) Certificate of Results for Police Officers or equivalent as deemed by the Director of **Special Constable Services**, a valid classification G Driver's License within the Province of Ontario, a current First Aid/CPR Certificate and a Police Clearance. In situations where all of the above criteria are met then the Employer shall select the employee having the longest seniority within the Bargaining Unit.

- (b) In the event that an employee holding a Special Constable appointment does not re-qualify for Special Constable status, **they** shall have the opportunity to appeal to the Windsor Police Services Board, as provided for in the Police Services Act. Pending the outcome of the appeal, the Employer shall continue to employ the employee at **their** current rate of pay. If the appeal is successful and the employee is granted Special Constable status, **they** shall continue to be employed in **their** current position. If the appeal is unsuccessful the parties agree to meet and discuss employment opportunities for the employee elsewhere in the University.

- (c) Persons applying for positions in the Parking Enforcement Officer classification, shall be required, as a condition of their attainment of such positions, to be in the possession of the following: a valid classification G Driver's License within the Province of Ontario and

a Police Clearance. In situations where all of the above criteria are met then the Employer shall select the employee in accordance with Article 10:02(a).

- (d) New employees applying for positions in the Parking Assistant classification, shall be required, as a condition of their attainment of such positions, to be in the possession of a Police Clearance. In situations where the above criteria is met then the Employer shall select the employee in accordance with Article 10:02 (a).
- (e) The Employer agrees that all applicants within the Bargaining Unit and the Chairperson will be notified in writing, upon selection of the successful candidate, within seven (7) days. The Chairperson shall be given reasons in writing for rejection of Bargaining Unit applicants upon request.

10:04(a) The Employer may replace an employee on an approved Leave of Absence, Long Term Disability or Workplace Safety Insurance for the lesser of the duration of the leave or ninety (90) calendar days, with a temporary employee(s) who shall not acquire seniority status except as provided in clause 10:05 below. If the Employer fails to notify the Union within fourteen (14) calendar days from the date of hire of such temporary employee(s), the employee shall be considered a probationary employee from the date of hire.

(b) In the case of maternity, parental or adoption leave, the Employer may replace an employee to a maximum of **eighteen (18) months**. If the Employer fails to notify the Union within fourteen (14) calendar days from the date of hire of such temporary employee(s), the employee shall be considered a probationary employee from the date of hire.

(c) If the leave extends beyond ninety (90) calendar days, the Employer may, with the written consent of the Union, retain the temporary employee(s) for a further ninety (90) calendar days, or until the end of the leave of absence, whichever first occurs. Those employees replacing parking services shall be paid at eighty-five percent (85%) of the applicable Schedule "A" Rate and those employees replacing Special Constables shall be paid the start rate as defined per Schedule "A" of the within collective agreement during the entire period.

Should the employee be unable to return to work following the duration of the leave, the Union and Employer agree to review the possible continuation of the temporary employee.

10:05 It is further agreed that if a temporary employee(s) hired under clause 10:04 above is, with the consent of the Union, continued in the employ of the Employer beyond the time frame specified, the employee(s) shall acquire seniority status back to the date of hire. The provisions of the Collective Agreement shall not apply to such a temporary employee(s) until the employee has acquired such seniority status.

Those employees replacing parking services shall be paid at eighty-five percent (85%) of the applicable Schedule "A" rate and those employees replacing Special Constables shall be paid the start rate as defined per Schedule "A" of the within Collective Agreement during the entire period.

10.06 The Employer agrees in circumstances in which the Parking Assistant is required to replace the Parking Services Administrator for five (5) consecutive working days or more

and performs most of the duties of the Parking Services Administrator, such employee will receive the pay rate for the Parking Services Administrator.

ARTICLE 11 - GRIEVANCE PROCEDURE

11:01 In the event that any employee considers that **they have** a complaint which might result in a grievance or if either party shall be of the opinion that any provision of this Agreement has been or is being violated, an earnest effort shall be made by the Union and the Employer to adjust such complaint as quickly as possible in the following manner:

Early Resolution Stage

An employee who has an issue shall discuss it with the Director of **Special Constable Services** or the Executive Director, Campus Services or designate whoever is appropriate. The employee may request that a Union Committee Person be present during this discussion.

If the complainant and the Director of **Special Constable Services** or the Executive Director, Campus Services or designate fail to resolve the issue to the complainant's satisfaction, the Union may invoke Step 1 of the grievance procedure. Each subsequent step shall require the approval and assistance of the Union.

Step 1:

Within seven (7) calendar days after the complaint was brought forward, the Union may submit their complaint in grievance format in writing to the Director of **Special Constable Services** or the Executive Director, Campus Services or designate as appropriate and may request a meeting to discuss the grievance further. A copy of the grievance will also be sent to the Employee Relations Manager and Director of **Special Constable Services** or the Executive Director, Campus Services. The Director of **Special Constable Services** or Executive Director, Campus Services or designate shall deliver a decision in writing to the Union within seven (7) calendar days following the receipt of the grievance. If the Union is dissatisfied with the decision of the Director of **Special Constable Services** or Executive Director, Campus Services or designate the Union may proceed to Step 2.

Step 2:

Within seven (7) calendar days after the decision in Step 1 is given, the Union may submit the grievance in writing to the Employee Relations Manager. It is agreed that Union Representatives who submit grievances under the provisions of the within Article shall state on the original grievance form why they do not find acceptable the replies previously given by representatives of the Employer. Within seven (7) calendar days of receipt of the grievance, a meeting will then be held between the Employee Relations Manager and the Union Grievance Committee. The Union Grievance Committee and the grievor, if required to attend this meeting will do so without any loss of pay including any actual hours for meeting outside of their regular shift. This decision of the Employee Relations Manager shall be delivered in writing to the Union within seven (7) calendar days. If said procedure fails to produce settlement of the matter within ten (10) calendar days, it may then be submitted to arbitration.

As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a post second step grievance to a grievance commissioner in the following procedure:

- (a) The Employer and Union may agree in writing to the appointment of Michael Watters or another agreed upon individual as a single arbitrator to be known as a grievance commissioner who will set aside such time as may be requested by the Employer and the Union to consider and determine grievance(s) referred to him hereunder for final and binding arbitration. The grievance commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 12 - Arbitration.
- (b) Through the grievance commissioner, the parties desire the expeditious means for the effective disposition of a grievance which the parties have agreed may be handled in a summary manner. The rules governing the summary proceeding of the grievance commissioner are set out in the schedule hereto.
- (c) The decision of the grievance commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the grievance commissioner shall:
 - i) Be consistent with the provision(s) of the agreement.
 - ii) Be confined to the grievance referred to **them**.
- (d) The Union and the Employer shall each be responsible for one-half the expenses of any fees payable to the grievance commissioner.
- (e) The parties, when referring a grievance to a grievance commissioner shall also provide **them** with the Step 1 summary (or as amended by agreement of the parties) and the decisions of the management representative at Step 2.
- (f) The parties shall supply the grievance commissioner and each other with additional concise and brief written representation on which they intend to reply provided that such are mailed not less than ten (10) days before the commencement of the hearings of the grievance commissioner.
- (g) The parties shall meet at least ten (10) days prior to the hearing day in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the grievance commissioner before the commencement of the hearing.
- (h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the grievance commissioner may permit or require, but the grievance commissioner shall not be obligated to conform to the rules of evidence.
- (i) The grievance commissioner must render **their** decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after **their** decision has been rendered, the

grievance commissioner shall deliver brief reasons but such reasons shall not form part of **their** decision.

- 11:02 The Employer shall grant reasonable time to a Union Representative for the adjustment of grievances without loss of pay.
- It is understood that the Union representatives have their regular work to perform and that when it is necessary to service a grievance during their work hours, they will not leave their work assignment without first obtaining the permission of their immediate supervisor, which shall not be unreasonably withheld. The Union representative shall leave a phone/cell phone number with their supervisor to be contacted in the event of a situation deemed to be an emergency under the emergency response plan. The Union representative shall report again to them at the time of their return to work.
- 11:03 Replies to all grievances shall be in writing at all stages.
- 11:04 (a) Any and all time limits fixed by this Article may, at any time, be extended by mutual written consent of the parties in writing.
- (b) If the Employer or the Union fail to meet the time limits set out in this Article, the grievance shall be deemed in favour of the other party.
- 11:05 In the case of a policy grievance alleging that the Employer has violated or misinterpreted this Agreement, the Union **Committeeperson**, in the first instance, shall present the same to the Employee Relations Manager.
- 11:06 The grievance procedure hereinbefore described shall apply to a grievance lodged by a group of employees, save that an appeal on a group grievance shall not be rejected on the ground of lack of signature by the employees alleging the grievance, provided one such employee signs such notice of appeal.
- 11:07 The aggrieved employee may be present during each step of the grievance procedure and at arbitration. When a group of employees has a complaint or grievance it shall first be taken up under Step 1. Such employees may be represented by the Union Grievance Committee.
- 11:08 If no written request for arbitration is received within ten (10) working days after the final decision under the grievance procedure is given, the grievance shall be deemed to have been abandoned by the employee and/or the Union.
- 11:09 All decisions arrived at between representatives of the Employer and representatives of the Union under the terms of the within Article, shall be final and binding on the Employer, the Union and the employee or employees concerned.
- 11:10 The Union Committee, Employee Relations Manager and Director of **Special Constable Services** will meet on a monthly basis to discuss grievances at a time mutually agreeable by both parties. An agenda of outstanding Step 3 grievances will be submitted by either party three (3) days prior to said meetings.

ARTICLE 12 - ARBITRATION

- 12:01 When either party requests that a grievance be submitted to arbitration, the request shall be made by notice in writing addressed to the other party to the Agreement. Within ten (10) calendar days thereafter, the parties shall meet together, if necessary, and appoint an arbitrator. If the parties fail to agree upon the selection of an arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon request of either party.
- 12:02 No person shall be selected as an arbitrator who:
- (a) is acting or, has within a period of six (6) months preceding the date of **their** appointment, acted in the capacity of a solicitor, legal advisor, counsel or paid agent of either of the parties.
 - (b) has any pecuniary interest in the matters in dispute.
- 12:03 The decision of the arbitrator shall be final and binding upon the parties to this Agreement; but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect, or to substitute any new provisions for any existing provisions nor to make any decision inconsistent with the terms and provisions of this Agreement.
- 12:04 Each party to this Agreement shall pay half of the fees and expenses of the arbitrator.
- 12:05 Time limits fixed in the grievance procedure and the arbitration procedure may be extended by consent of both parties to this Agreement in writing. Section 44(6) of the Labour Relations Act of Ontario shall not apply.
- 12:06 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as a witness and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance. The Employer agrees to permit the Chairperson to be present during any arbitration proceedings without any loss of pay.
- 12:07 The Chairperson may appoint a delegate to replace **them** in any matter relating to Articles 11 and 13 of the within Collective Agreement.
- 12:08 The Chairperson/subpoenaed witnesses and grievor shall suffer no loss in pay when attending arbitrations.
- 12:09 Where the parties agree to the use of an Agreed Statement of Facts, such Statement will be provided to the arbitrator at least five (5) business days before the hearing. The Statement of Facts will include all facts that can be mutually agreed upon.

ARTICLE 13 - DISCIPLINE AND SUSPENSION CASES

- 13:01 The Employer agrees that an employee will be represented by their Committee Person when called to an interview which may lead to discipline or when disciplined and/or discharged. The Employer will commence investigation within thirty (30) days of becoming aware of the incident, or the thirty (30) day time limit may be extended with

mutual agreement in writing by both parties. If it is known at the onset that discipline is going to be issued, any members being interviewed by the Employer will be provided Union representation. The Union recognizes and agrees that it may on certain occasions be necessary for the Employer to discipline and/or discharge an employee without a Committee Person present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and **their** Committee Person within a forty-eight (48) hour period following the initial action. The Employer will provide the Union with copies of all discipline letters. Failure to provide such letters does not invalidate such disciplinary action.

13:02 An employee who feels that **they have** been unjustly discharged or suspended, may make written complaint to **their** superior and the Chairperson of the Union within five (5) working days after the discharge or suspension becomes effective. Upon receipt of such complaint, the Union shall make a complete investigation as to the justification thereof, and in the event the Employer and the Union disagree as to the justification, the matter shall be submitted to the grievance and arbitration procedures and dealt with as herein provided. If the employee does not file such complaint within the time prescribed, the matter shall not be subject to any provisions of the within Article.

13:03 The record of an employee shall not be used against **them** in the following instances: when twenty-four (24) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 14 - HOURS OF WORK

14:01(a) The normal hours of work shall be forty (40) hours per week, consisting of five (5) eight (8) hour days. This is not to be construed as a guarantee of hours of work per day, or per week, or of days of work per week. The work week shall be deemed to commence at 11:00 p.m. on Sunday of each week. The Employer agrees that an employee's days off will be consecutive.

The shifts will be defined for the purposes of this Agreement as follows:

- No. 1 Shift (midnights) to start 12:00 midnight
- No. 2 Shift (days) to start at 8:00 a.m.
- No. 3 Shift (afternoons) to start at 4:00 p.m.

(b) For those employees working the twelve (12) hour shift, the following will apply:

- No. 1 Shift (days) to start at 6:00 a.m.
- No. 2 Shift (afternoons) to start at 6:00 p.m.

The work week shall be deemed to commence at 6:00 a.m. on Monday of each week. The Employer agrees that an employee's days off will be consecutive. The Employer further agrees that meal periods for Special Constables will be paid. Meal and Rest Periods will be subject to calls for service of an emergency nature.

(c) For those employees working in Parking Services, the normal hours of work shall be forty (40) hours per week, consisting of five (5) eight (8) hour days. The shifts shall be defined as follows:

Parking Assistant:	8:00 a.m. to 4:30 p.m. Monday through Friday
Parking Services Administrator:	8:00 a.m. to 4:00 p.m. Monday to Friday
Parking Enforcement Officer:	<u>Mid August to Mid June</u> Monday to Friday No. 1 Shift: 7:00 a.m. to 3:30 p.m. No. 2 Shift: 1:00 p.m. to 9:30 p.m.
	<u>Mid June to Mid August (Summer Hours)</u> No. 1 Shift Monday – Thursday: 7:00 a.m. to 3:30 p.m. Friday: 7:00 a.m. to 3:30 p.m.
	No. 2 Shift Monday-Thursday: 12:00 p.m. to 8:30 p.m. Friday: 7:00 a.m. to 3:30 p.m.

(d) Administrative Assistant: 8:00 a.m. to 4:00 p.m.
Monday to Friday

(e) Crime Prevention/Community Liaison Officer 8:00 a.m. to 4:00 p.m. (normally)
Monday to Friday

Crime Prevention/Community Liaison Sergeant 7:00 a.m. to 3:00 p.m. (normally)
Monday to Friday

(f) The shift scheduling model for Special Constables working twelve (12) hour shifts shall be a platoon system. There shall be four (4) platoons, each consisting of a Sergeant, an Officer designated as an Acting Sergeant and three (3) Special Constables. The platoon system schedule shall be a (6) six week cycle between day and night shifts. Each Sergeant and Special Constable shall receive one (1) flex day off during each cycle.

It is understood that all members of a platoon will equally rotate duties (car, walk, and desk) during a shift unless it is agreed to by the Sergeant/Acting Sergeant on duty. It is understood that this rotation must consider accommodation concerns of Bargaining Unit Members pursuant to the Ontario Human Rights Code/WSIB. It is further understood that the Sergeants are excluded from this rotation.

Any new officers will not be counted as part of the platoon system until such time as they successfully pass their probationary period.

The Employer shall maintain a minimum of three (3) Bargaining Unit Members on each shift. The Special Constable who is in the role of "Crime Prevention/Community Liaison Officer" will not be used in the determination of minimum members except in the case of emergencies.

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

- 14:03 All employees within the Bargaining Unit are considered to be shift workers.
- 14:04 (a) Employees in the classification of "Parking Enforcement Officer" shall rotate through the schedule on a two (2) week basis.
- (b) For those employees working the twelve (12) hour shift, the following will apply:
- Employees shall rotate through the schedule on a six (6) week basis.
- 14:05 There shall be no change of consecutive leave days after the posting of the schedule excepting in cases of emergency. The schedules shall be posted on the second (2nd) Monday of the preceding period and will not be changed thereafter except in case of emergency.
- 14:06(a) By mutual agreement between any two (2) employees, the shift of one (1) employee may be traded for the shift of the other employee subject to receipt of a written request at least one (1) week in advance of the requested change and subject to written approval by the Director, **Special Constable Services** or Executive Director, Campus Services, or **their** designate. The Employer is not required to pay overtime or sustain any other penalty as a result of this exchange of shifts. This will include the option to change the whole schedule of fourteen (14) days or any part thereof.
- (b) For those employees working the twelve (12) hour shift, the following will apply:
- By mutual agreement between any two (2) employees, the shift of one (1) employee may be traded for the shift of the other employee subject to receipt of a written request at least one (1) week in advance of the requested change and subject to written approval by the Director, **Special Constable Services**, or **their** designate. The Employer is not required to pay overtime or sustain any other penalty as a result of this exchange of shifts. This will include the option to change the whole schedule of six (6) weeks or any part thereof.
- 14:07(a) The employees identified in Articles 14:01 (c), (d) and (e) will work five (5) days for straight time. However, the employees who are members of the Bargaining Unit shall be paid two (2) times their regular shift rate for all hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in any week; and two (2) times their regular shift rate for all hours worked on their first and second regularly scheduled days off.
- (b) For those employees working the twelve (12) hour shift, the following will apply:
- The employees within the Bargaining Unit will work their regular schedule hours for straight time. However, the employees who are members of the Bargaining Unit shall be paid two (2) times their regular shift rate for all hours worked in excess of twelve (12) hours in one (1) day; and two (2) times their regular shift rate for all hours worked on their regularly scheduled days off.
- 14:08 Any employee who is called in to do work which is not scheduled in advance, shall be paid a minimum of six (6) hours pay at **their** regular shift rate.
- 14:09 (a) The Employer agrees, as a matter of administrative practice, to require Sergeants or in their absence Acting Sergeants, to maintain records relating to overtime worked by Special Constables in order that there may be equal assignment of work, within the

classification. Members of the Bargaining Unit will provide a contact number and alternate numbers for this purpose. Members will also indicate by January 15th of each year whether they wished to be called on any and/or all time off.

The Employer agrees to equalize overtime among the employees within their classification as follows:

The Employer agrees to post each week the amount of overtime worked by each member of the Bargaining Unit, by classification, during the preceding months of the current calendar year.

Sergeants (or designate) will complete all Special Constable overtime sheets and record them in the overtime book on a daily basis. One (1) copy will be posted in the dispatch area and one (1) will be kept in the Operations Manager's or Sergeant's Office. In the event of overtime scheduling the employee with the least amount of overtime will be asked. After employees within the Special Constable classification are asked, Sergeants and probationary employees will then be asked. Employees will be charged for hours worked or refused. All Officers contacted shall be charged with a refusal if they fail to take the overtime. If no personal contact has been made by the Supervisor or designate, the Officer will not be charged.

- (b) The Operations Manager (or designate) will complete all Sergeant overtime sheets and record them in the overtime book on a daily basis. One (1) copy will be posted in the dispatch area and one (1) will be kept in the Operations Manager's or Sergeant's Office. In the event of overtime scheduling, the Sergeant with the least amount of overtime will be asked. Employees will be charged for hours worked or refused.

An employee upon attaining seniority in a classification will be credited with the average overtime hours within that classification. In any instance where overtime hours among employees are equal the highest seniority member will be asked first. The Employer further agrees to give employees four (4) hours notice whenever they are required to work scheduled overtime, provided that in the case of an 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. Overtime hours will be zeroed out each year on January 1st.

14:10 When a University of Windsor **employee in Special Constable Services** or Parking Services employee is required to attend at court, on a regularly scheduled day off either by reason of a subpoena or on the instructions of **their** immediate superior concerning **their** performance of **their** duty at the University of Windsor, **they** shall receive a minimum of six (6) hours at **their** regular shift rate and a meal allowance not to exceed **fifteen dollars (\$15.00)**.

14:11 Employees who are required to work more than two (2) hours of non-scheduled overtime following the commencement or conclusion of their regularly scheduled shifts, shall be entitled to receive a hot meal at the expense of the Employer on paid time. The cost of said meal will not exceed **fifteen dollars (\$15.00)** per person. Where the employee is the only employee on shift and is unable to leave **their** work station; if a meal is then required to be delivered, the Employer agrees to pay the full cost of such meal at a reasonable rate not to exceed \$20.00.

14:12 In the event that an employee is called while off work and advised that they may be required to report to work, thus placed on stand-by, the employee will be paid the greater of two (2) hours at the regular rate of pay or the hours requested to remain on stand-by as informed by the Employer, at the regular rate of pay.

ARTICLE 15 - HOLIDAYS

15:01(a) Each employee will be paid one (1) day's pay at **their** normal rate of pay for the following holidays, with the exception of those employees who go on Long Term Disability after September 1, 1992 who will receive one-half (**1/2**) a day's pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada 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. In the case of employees working on a seven (7) day operational basis, the Employer agrees that the day before Christmas Day, Christmas Day, Boxing Day, the day before New Year's Day, New Year's Day and Canada Day shall be observed on the dates that they actually fall. It is further agreed that Easter Sunday will be regarded as a holiday for those persons required to work on such day. 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. Holiday pay shall not apply to those on lay-off or on approved Leave of Absence without pay.

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

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

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

15:03 Employees who work on any of the holidays referred to in paragraph 15:01 hereof shall be paid at two (2) times their regular shift rate plus their holiday pay mentioned above or a day in lieu of holiday pay at a time mutually agreed upon between the employee and the Director, **Special Constable Services** or the Executive Director, Campus Services. Employees who have accumulated lieu days outstanding as provided for by this Article and Article 16:07, on the beginning of the first pay period of December in each year, shall receive payment for all such days or if requested by the employee, shall be allowed to carry over a maximum of forty-eight (48) hours lieu time into the new calendar year.

- 15:04 In the event that any of the holidays named above fall during an employee's vacation period, the employee shall receive the said holiday pay prescribed in 15:01 hereof 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 vacation in lieu of the additional pay for the holiday, in which event the additional days' vacation shall be at a time mutually agreeable between the Employer and the employee.
- 15:05 The employee shall be paid for each statutory holiday during the week during which the holiday occurs, or in the week for which it is proclaimed to be observed.
- 15:06 If a statutory holiday occurs in any week prior to the 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 to overtime pay as hereinafter provided.
- 15:07 All holidays falling on a Saturday normally will be observed the preceding Friday; those falling on a Sunday normally will be observed the following Monday, except for those days mentioned in 15:01 (six (6) days are mentioned).

ARTICLE 16 - VACATIONS

- 16:01(a) Employees having six (6) months or more of accumulated service with the Employer, including leaves of absence but excluding lay-off time as calculated from the anniversary date of hiring each year, shall receive vacation entitlement as outlined in the following chart, with pay calculated at their normal rate of pay which they would normally receive if they were working for this period. Such vacation entitlement is to be taken in the current calendar year.

Service Time	Days	Hours of vacation time earned
6 months to 1 year	5 Days	Forty (40) Hours
1 year to 3 full years of service	10 Days	Eighty (80) Hours
3+ years to 10 full years of service	15 Days	One Hundred and Twenty (120) Hours
10+ years to 19 full years of service	20 Days	One Hundred and Sixty (160) Hours
19 full years of service	25 Days	Two Hundred (200) Hours
20 full years of service	26 Days	Two Hundred and Eight (208) Hours
21 full years of service	27 Days	Two Hundred and Sixteen (216) Hours
22 full years of service	28 Days	Two Hundred and Twenty-Four (224) Hours
23 full years of service	29 Days	Two Hundred and Thirty-Two (232) Hours
24 full years of service	30 Days	Two Hundred and Forty (240) Hours

- (b) Accumulated service with the Employer shall include such service with the University of Windsor, provided such service is continuous.

- 16:02 Employees entitled to less than three (3) weeks' (120 hours) 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' (120 hours) vacation with pay or more hereunder may elect to take their vacation entitlement less one (1) week (40 hours) 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. **Employees entitled to four (4) weeks' (160 hours) or more vacation with pay may elect to take their vacation entitlement less two (2) weeks (80 hours) at any time from January 1st to December 31st**

of the same calendar year, and may take the aforementioned two (2) weeks (80 hours) in the following calendar year.

16:03 **A schedule will be posted by the first Monday of December for employees to review prior to submitting vacation requests.** A request shall be made by the Employer on or before December 15th of each calendar year for employees to express their vacation preferences. The Employer will make every effort to schedule vacations on the basis of classification seniority provided such scheduling does not disrupt or interfere with the Employer's operations. Vacation requests made after December 15th shall be considered on a first come, first serve basis subject to operation requirements. No member of the Bargaining Unit shall be permitted to take more than two (2) weeks of vacation during the months of July and August each year except for the purpose of taking an overseas trip unless there are additional days available where employees can take vacation, subject to operational requirements. Such requests shall be submitted after June 15th.

16:04 (a) The vacation schedule shall be posted by the Employer on or before January 15th of each calendar year.

(b) By September 15th, members who have failed to submit their remaining vacation requests save for any holdback as provided for in this Article shall be notified in writing of the need to submit their choices for vacation by October 1st. Failure to submit these choices will result in the Employer scheduling such remaining vacation.

16:05 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 on 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.

16:06 For the purpose of calculation of vacation entitlement, accumulated service as herein defined shall not include lay-offs for all employees hired after August 12, 1982. Should an employee suffer an illness or injury during their vacation which results in their hospitalization or which would otherwise have prevented the employee from attending work or performing modified duties, the employee shall be considered as being on sick leave for that period of hospitalization or that period of inability to perform work on condition that the employee notifies the employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration, dated during the time of hospitalization, illness or injury. Further in the case of illness or injury not requiring hospitalization, the employee shall at the option of the Employer, 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 information in the Affidavit, such employee may be disciplined subject to the right of any employee to file a grievance as set forth in Article 11 hereof.

Vacation time not taken as a result of this provision shall be rescheduled to a mutually agreeable time.

16:07 The two (2) or three (3) or four (4) 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 and any Saturday or Sunday occurring between Christmas Day and New Year's Day inclusive 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 persons shall be entitled to compensating time off at a later date to be mutually agreed upon by the employee and **their** superior or pay at the employee's normal rate of pay in lieu of compensating time off, - the choice to be at the option of the employee. It is further agreed the provisions of the within clause shall be applicable to persons away due to illness at the time of occurrence of the days of paid vacation.

Those employees going on L.T.D. after September 1, 1992 will receive one-half (**1/2**) their normal vacation pay entitlement from the Employer.

Employees who have accumulated lieu days outstanding as provided for by this Article and Article 15:03, on the beginning of the first pay period of December in each year shall receive payment for all such days.

ARTICLE 17 - LONG TERM SALARY-WAGE CONTINUANCE INSURANCE PLAN

17:01 The Employer agrees to enrol all members of the Bargaining Unit upon completion of their probationary period in the existing Long Term Salary-Wage Continuance Insurance Plan. It is understood and agreed that the terms of the said Plan shall be amended to the extent necessary to give effect to the within Agreement and to ensure coverage for the said employees on the following basis, provided such employees abide by and comply with the terms, provisions and conditions of the said Plan as the same may be from time to time.

- (a) That all employees covered by the within Agreement shall be enrolled under the terms of the said Plan and coverage shall be effective following completion of their probationary period.
- (b) That during the period of one hundred and five (105) calendar days following the onset of continuous illness, employees shall be paid at their basic rate of pay for such days during such period as they would have been regularly scheduled to work had they not suffered such illness.
- (c) That if continuous illness extends for a period in excess of one hundred and five (105) calendar days the employee shall be covered from and after the 105th day of such illness by the Plan to the extent that one-half ($\frac{1}{2}$) of **their** wages to a maximum of \$4,000.00 per month calculated upon **their** basic rate of pay, shall be paid to **them** on the basis of forty (40) hours of work each week during such period as **they are** continuously ill and unable to work, or until **they** attain the age of sixty-five (65) years, whichever event shall occur first. For the purposes of this clause only, 'Basic Rate of Pay' shall be that rate of pay as indicated in Schedule "A" of the within Contractual Agreement plus the appropriate Cost of Living Allowance.

17:02 The employee shall, as a condition to enjoyment of the benefits herein described, produce proof of illness in the form of a physician's certificate when requested to do so by the Employer. It is further understood, that an employee receiving sick benefits shall

make themselves available for communication with their Supervisor/Manager and/or Human Resources.

- 17:03 The Employer agrees that members of the Bargaining Unit receiving Workplace Safety Insurance payments will have the difference between such payments and ninety percent (90%) of their regular net salary rate paid by the Employer, provided said members are injured in the course of the performance of their duties as employees of the Employer.
- 17:04 Employees may be required to attend upon a medical doctor when directed by the Employer. In the event an employee is so required, the Employer agrees to provide a listing of three (3) medical doctors who are certified specialists in the medical discipline associated with the employee's medical condition. The employee concerned is entitled to select from the list of three (3) provided by the Employer, any one (1) of the doctors to be the physician upon which the employee will attend. It is further agreed the Employer will pay the full cost of attendance upon the doctor selected, and that such attendance will take place during the employees working hours and that the employee shall suffer no loss of wages due to **their** attendance upon the doctor. In situations where there are conflicting opinions on the employee's condition a third medical doctor who is a certified specialist, as previously indicated, will be appointed with the agreement of both parties. The diagnosis of the aforementioned doctor will be final and binding to both parties.
- 17:05 In an effort to return an employee to safe and suitable work, the employee shall disclose to the Employer, if requested, information concerning the employees functional abilities as determined by a health professional.

ARTICLE 18 - LEAVES OF ABSENCE

- 18:01 Leaves of absence for personal reasons without pay for good and valid reason may be granted by the Employer upon application being made therefor, and any person who is absent with such permission shall not lose any of **their** seniority rights during such absence. Applications for leaves of absence will be considered by the Employer only when the same may be granted without interference with the Employer's operations, and when such requests are made in writing not less than two (2) weeks in advance of the proposed leave, specifying the reason therefor; provided however, that the provision for advance notice shall be waived in cases of emergency.
- 18:02 During the period of absence, the employee shall not, except as provided in paragraph 18:05 and 18:06, engage in gainful employment for any other persons, firm or corporation. Failure to comply with this provision may result in the discipline of the employee involved.
- 18:03 Leaves of absence without pay and without loss of seniority may be granted upon request to employees not exceeding two (2) in number at any time during any six (6) month period, who are elected or appointed to represent the Union at the Union conventions or seminars, provided that the granting of such leaves of absence shall not unduly interfere, in the opinion of the Employer, with the operations of the Employer. The employee on an approved leave of absence shall continue to accrue pension credits.
- 18:04 (a) A leave of absence of five (5) normally scheduled days of work without loss of pay will be granted to an employee as a bereavement leave in the event of the death of the legal or

common-law spouse, parent, stepchild, son, daughter or child in legal guardian of such employee.

- (b) A leave of absence of three (3) normally scheduled days of work without loss of pay 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, of such employee, a grandparent or grandchild of such employee or grandparent of the spouse of such employee.
- (c) An additional three (3) days' leave of absence of normally scheduled days of work without loss of pay shall be granted to an employee who has the sole responsibility of making the usual funeral arrangements in connection with the death of a legal or common-law spouse, parent, stepchild, child grandparent or grandchild of such employee.
- (d) If the bereavement occurs during an employee's vacation period, the vacation allowance will be extended by the length of the bereavement period.
- (e) All employees who meet the eligibility requirements for compassionate leave per the Employment Standards Act shall be provided such leave.

18:05 Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated or is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year; such leave shall be renewed in successive years.

18:06 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**.

18:07 The Employer shall 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 differential by the Employer shall be contingent upon the employee providing the Employer with proof satisfactory to the Employer that the employee has attended the specified legal proceeding.

18:08 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 reapplies 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:

- Green Shield Dental Plan 15 at a one year lag on O.D.A. rates
- Green Shield Number 3 Prescription Plan
- Green Shield Supplemental Plan
- Green Shield E.H.B. Plan T4
- Green Shield Vision Care Plan
- Group Life Insurance
- Long Term Salary/Wage Continuance Insurance Plan*

*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.

18:09 (a)

PREGNANCY LEAVE

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

The pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. At least two (2) weeks' notice must be given by the staff member indicating the date **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 position in the same type and salary grade within the same department.

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

1. The University will pay ninety-five percent (95%) of the normal basic earnings for the first two (2) weeks of pregnancy leave (see note).
2. During the following fifteen (15) weeks of the pregnancy leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University will total a weekly income not to exceed ninety-five percent (95%) of

the employee's normal weekly income or that which **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 provided **they** return to work for at least one (1) month.
5. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the Employee Relations Manager.

(b) PARENTAL LEAVE

The Parental Leave Policy applies to all members of the Bargaining Unit. A “parent” includes: a birth parent, a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as **their** own, and “child” has a corresponding meaning. Eligibility for the Parental Leave Policy requires full-time continuous employment at the University of Windsor for at least thirteen (13) weeks preceding the date of the birth of the child or in the event an employee adopts a child, such employee is entitled to parental leave following the child coming into the employee’s custody, care and control for the first time.

The following terms and conditions only shall apply:

1. An employee who has taken pregnancy leave must begin the parental leave when the pregnancy leave ends, unless the child has not yet come into **their** custody, care and control for the first time.
2. 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.
3. If the employee also took a pregnancy leave, the parental leave ends **no later than sixty-one (61)** weeks after it began, otherwise, the parental leave ends **no later than sixty-three (63)** weeks after it began. At no time shall the period of leave exceed **sixty-three (63)** weeks in duration.
4. Parental leave may be claimed by one (1) employee or shared between two (2) employees but cannot exceed a combined maximum of **sixty-three (63)** weeks.
5. An employee who is not entitled to pregnancy leave is entitled to the following on the understanding that the individual is committed to return to regular employment with the University following the conclusion of the leave. Should the employee meet the eligibility requirements for parental leave prescribed by E.I., then the following will apply:
 - (a) The University will pay ninety-five percent (95%) of the total weekly income for the first two (2) weeks of parental leave (see note).
 - (b) During the following fifteen (15) weeks of the parental leave, the

employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which the employee would be expected to receive if the employee qualified for benefits (see note).

6. Vacation credits will continue to accrue while a person is on parental leave provided **they** return to work for at least one (1) month.
7. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the Employee Relations Manager.

Note: All payments made under these policies must be in accordance with the agreement that has to be filed by the University with **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 Section 22 and Adoptive 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 and Social Development Canada** waiting period. 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.

- (c) (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 **three (3)** days off with pay.
- (ii) In the case of an adoption, an employee who receives remuneration under 18:09 (b) shall not be entitled to the **three (3)** days identified in section 18:09 (c) (i).

ARTICLE 19 - WAGES

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

19:02 The payroll for all members of the Bargaining Unit shall be by direct deposit only. 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.

In the event there is a holiday on the Monday, the pay day will remain on Thursday. However, it is understood that employees whose pay is calculated by time cards may only receive their regular, anticipated pay on Thursday, with necessary adjustments being made the next pay day.

The Employer will provide electronic pay stub statements and provide all employees access to a computer and a printing device.

- 19:03 The Employer agrees to pay a premium of sixty-five cents (.65¢) per hour to any employee required to work a shift commencing after 11:59 o'clock in the forenoon and before 7:59 o'clock in the afternoon.
- 19:04(a) The Employer agrees to pay a premium of sixty-seven cents (.67¢) per hour to any employee required to work a shift commencing after 7:59 o'clock in the afternoon and before 5:00 o'clock in the forenoon. **They** shall be entitled to the said premium for all hours worked by **them** during the shift.
- (b) For those employees working the twelve (12) hour shift, the following will apply:
- Effective September 1, 1998, the Employer agrees to pay a premium of eighty-two cents (.82¢) per hour to any employee required to work a shift commencing after 5:59 o'clock in the afternoon and before 6:00 o'clock in the morning. **They** shall be entitled to the said premium for all hours worked by **them** during the shift.
- 19:05 There shall be no pyramiding of premium pay, overtime pay, holiday pay, or cost of living allowance.
- 19:06 Employees shall be paid an additional one (1) dollar (\$1.00) per hour for each hour worked on Saturday and Sunday effective September 1, 1990.
- 19:07 Probationary employees in Parking Services shall be paid at eighty-five percent (85%) of the applicable Schedule "A" rate and Special Constables the start rate as defined per Schedule "A" of the within collective agreement during the period of probation.
- 19:08 When it is found a member of the Bargaining Unit has been underpaid during a given pay period, the following compensating payment shall be paid to that member of the Bargaining Unit by means of a direct deposit, within the next twenty-four (24) hours when practicable.

ARTICLE 20 - SAFETY

- 20:01 The Employer recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act. R.S.O. 1990, and its accompanying regulations as minimum acceptable standards including but not limited to:
1. Joint Health and Safety Committee (s.9 of OHSA)
 2. Employer Duties (s.25,26 OHSA)
 3. Right to Accompany Inspectors (ss.54(3))
 4. Right to Refuse Unsafe Work (s. 43)
 5. Dangerous Circumstances (Part V, s.44, 45, OHSA)
- The Employer and the Union agree to abide by the regulations and obligations as noted in the OHSA and to this end the parties hereto agree that the safety of the employees, students and visitors to the campus of the University of Windsor and the protection of the Employer's facilities and equipment is a matter of prime concern.
- The Employer representatives which include Managers, Supervisors, Deans, Directors, Chairs, etc., are accountable for the safety of the workers within their area, for

compliance with the statutory and University requirements, and are required to support the University Central Safety Committee. Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their supervisors.

20:02 Area Joint Health and Safety Committee

The parties agree to maintain an area Joint Health and Safety Committee (to be referred to as the **Special Constable Services** and Parking Services Area Health and Safety Committee) to deal with health and safety issues concerning employees in the Bargaining Unit. It is the firm belief of the parties that through joint education programs, joint investigations of health and safety issues and joint resolution of these issues, that the workplace will be co-operatively maintained in a safe and healthy condition.

To this end both parties agree to apply the internal responsibility system to address health and safety concerns in the department.

- a) The Committee will be comprised of two (2) worker representatives (one (1) **Special Constable Services** representative and one (1) parking services member) and two (2) management representatives (Director of **Special Constable Services** and Executive Director, Campus Services).
- b) The Committee will meet on a monthly basis during regular working hours and if other meetings are necessary the committee shall meet as required during regular working hours or outside those hours. Further the parties acknowledge and agree that the institution and maintenance of appropriate safety measures is a proper subject for consideration at these meetings and matters relating thereto may be placed upon the Agenda for meetings thereof, as and when it is considered appropriate to do so.
- c) Any recommendations outside the scope of this committee will be forwarded to the Central Safety Committee.

20:03 Employees will suffer no loss of pay for time required to carry out their responsibilities on both the Central Safety Committee (CSC) and **Special Constable Services** and Parking Services Area Health and Safety Committee (CCPPSSC) pursuant to Article 14.

20:04 Right to Refuse

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

20:05 Certified Health and Safety Workers

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

20:06 No Disciplinary Action

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

20:07 Central Safety Committee

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

- (a) The Employer shall maintain the CSC for the purposes of addressing health and safety matters. Unifor Local 444 shall appoint one (1) member to the CSC as well as one (1) alternate. If meetings, inspections, training or other functions are required to be performed as a representative of the committee during working hours, the employee shall suffer no loss of pay.
- (b) The CSC shall:
 - (i) make recommendations in the development of health and safety policies and programs;
 - (ii) consider and expeditiously dispose of matters concerning health and safety raised by members of the committee, or referred to it by the CCPSSC, or a Health and Safety Representative;
 - (iii) participate in critical injury investigations and inspections pertaining to occupational health and safety;
 - (iv) co-operate with Ministry of Labour Inspectors;
 - (v) forward its formal recommendations to the Vice-President Human Resources.
- (c) The CSC may request, from the Employer, information necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities in the workplace.
- (d) As per the Act, the CSC has access to all government and Employer studies and tests relating to the health and safety of employees in the workplace.
- (e) The CSC meets on a quarterly basis during regular working hours, and if other meetings are necessary the committee shall meet as required during regular working hours or outside those hours.
- (f) The CSC will be structured in accordance with the Act and its members will have the power and authority specified therein. There shall be at least the same number of Worker Members as Management Members at the CSC meetings.
- (g) The Employer shall ensure that minutes are taken of all CSC meetings and that copies are provided to all members of the Committee. Administrative Support for the Committee shall be provided by the Employer.

20:08

Education and Training of CSC Members

- (a) The Employer agrees to pay the costs for certification training of employees appointed to the CSC.
- (b) Unless otherwise agreed by the Parties, employees once appointed and upon request, will be provided with access to the first locally available core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees who are denied the first locally available core certification training program shall take the next available training.

- (c) 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 and the Employer will investigate the situation and take appropriate action.
- (d) All employees will receive WHMIS training and any other training deemed necessary by the Manager of Occupational Health and Safety and in consultation with the Central Safety Committee.
- (e) All education and training for employees will be arranged by the **Employer** in consultation with the Central Safety Committee.
- (f) The Union members of the CSC will attend the Unifor Health and Safety Course, a one (1) week course, taught at the Unifor Family Education Centre in Port Elgin. The Employer will ensure the lost time, registration, per diem or meal, and travel and accommodation if required will be paid to all employees who participate in the training, to a maximum of twenty five hundred dollars (\$2,500.00).

20:09

Accident and Incident Investigations

- (a) Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. Incidents involving releases of hazardous substances into the environment must be investigated.
- (b) The Employer shall immediately notify the Ministry of Labour of all critical injuries.

20:10

Right to Accompany Inspectors

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

20:11

Access to the Workplace

The Union will notify the Employer of the attendance of the Unifor-Canada and/or Unifor Local 444 Health and Safety representative one (1) day in advance of attending to the Employer's premises if asked to attend meetings of CSC, or for assisting in, inspecting, investigating or monitoring the workplace.

20:12

Disclosure of Information

- (a) The Employer shall disclose information in accordance with the Act.

- (b) The Employer agrees to disclose any information the Windsor Police Service or any other law enforcement agency provides to **Special Constable Services** that will effect their health and safety

20:13

Ergonomics

- (a) The Employer will ensure that all efforts will be made to address ergonomic needs on a priority basis and work toward improving the workplace, workstation or tool to fit the employee.
- (b) If an ergonomic assessment determines that a work station needs to be adjusted, such adjustment(s) shall occur.

20:14

Temperatures

In situations where the temperature in the Office of **Special Constable Services** or Parking Services is above 31 degrees Celsius or 87.8 degrees Fahrenheit, the Director or designate will provide relief for the employees working within the area. Relief could be, but is not limited to providing fans, cold liquids, additional rest periods, moving employees to a cooler area where possible.

20:15

Joint Return to Work

- (a) The Employer and the Union recognize that an early return to productive employment at the appropriate time can assist ill or injured workers in achieving rehabilitation and allow them to maintain their personal dignity and financial stability.
- (b) The Employer and the Union recognize that the Workplace Safety Insurance Board legislation and the Ontario Human Rights Code place an onus on the Employer to accommodate injured and ill workers in a position where they will be treated with dignity and respect.
- (c) The Employer will make every reasonable effort pursuant to the provisions of the Ontario Human Rights Code and, where appropriate, WSIB legislation, to accommodate employees coming within the scope of this agreement with suitable alternate temporary employment by reviewing, and if necessary, modifying their regular duties.
- (d) In order to accommodate an employee said employee's pre-injury position will be considered for modification. The goal will be to return the injured/ill worker to the essential duties of the pre-injury job. Modified work is temporary employment of a light or modified nature, calculated to assist in returning the employee to full regular duties. Such modified work is considered transitory by its nature and, although without formal time limits, it is generally anticipated that the worker will return to **their** usual job functions in the near future.
- (e) Upon receipt of medical documentation indicating the employee's ability to return to work, the employee will meet with the representative from the Occupational Health and Safety Office, the Employee Relations Manager or designate, the Employee's Direct Supervisor and one (1) Union Committee Person to discuss the employee's return to modified duties. The parties recognize the importance of confidentiality of an employee's health information.

- (f) Where the employee has sustained a work related injury, the employee shall be required to co-operate with the Employer as prescribed by the Workplace Safety and Insurance Board.
- (g) The application of this Article will be pursuant to the Ontario Human Rights Code or WSIB Legislation as the case may be. Where there is a conflict between this Article and the relevant legislation, the provisions of the legislation will prevail.

20:16 For safety purposes, there shall always be two (2) Special Constables and or Sergeants required for entering the University of Windsor tunnel system for alarms and two (2) Special Constables and or Sergeants required for money escorts.

ARTICLE 21 - WELFARE BENEFITS

21:01 The Employer agrees to pay on behalf of all employees covered by this Agreement 100% of the premium rate (or full cost where the benefits are uninsured) for extended health care, dental and travel assistance benefits which are in effect as at ratification and as described in the applicable Green Shield *Outline of Benefits* employee booklet. The Green Shield *Outline of Benefits* employee booklet that describes benefits in effect as at October 1, 2019 shall be incorporated, by reference, into this Collective Agreement.

The Green Shield extended health plan includes the following coverage:

- Generics substitution drug plan
- \$3 co-pay for each prescription drug
- Massage therapy to a maximum of \$800 per year (**\$850 per year effective September 1, 2020**)
- Physiotherapy to a maximum of \$850 per year
- Chiropractic to a maximum of \$600 per year
- Private room coverage of \$5,000.00 per calendar year
- PSA Test annually
- C125 test annually
- Vision care at **\$450/24 months (\$500/24 months effective September 1, 2021)** plus one (1) eye exam every 24 months
- Vision care benefit may be applied to laser eye surgery
- Hearing aid coverage at \$1,000.00 every 5 years
- Private Duty Nurse at \$20,000.00
- Hearing Test every five (5) years to a maximum of \$75.00
- **Out of Country (1st dollar coverage) – Green Shield**

The Green Shield dental plan includes the following coverage:

- Current ODA rates
- \$3,500 orthodontic maximum
- Dental check-ups once every nine (9) months
- Major restorative to a maximum of 80%

The Employer may tender the exact specification of any or all Green Shield benefit coverage and accept the lowest tender meeting the said specifications. The specifications shall not be tendered until the University and the Union have agreed the specifications

are the exact specifications of the existing plans. Furthermore, convenience of use of plan to the employee and service performance of an insurer are to be considered as specifications for purposes of this Article.

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

21:02 The Employer agrees to provide Group Life Insurance in the principal amount of two (2) times the person's annual base wage to age sixty-five (65) to a maximum of One Hundred Seventy Thousand (\$170,000.00) 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 rate 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 Five Thousand Dollars (\$5,000.00) of paid-up life insurance at age sixty-five (65).

The Employer agrees to pay on behalf of all employees covered by this Agreement 100% of the premium rate for Group Accidental Death and Dismemberment Plan coverage and the Long-Term Salary/Wage Continuance Insurance Plan, as both in effect as at ratification.

21:03 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 shall pay the employee's portion of the premium.

21:04(a) The Employer agrees to continue the present *University of Windsor Employees' Retirement Plan* as restated at July 1, 1996 with Consolidated Amendments to July 1, 2002, plus any amendments thereafter.

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

It is further agreed the new level of benefit (two percent - 2%) to be provided will be integrated with the Canada Pension Plan as it has been in the past. For purposes of explanation only, the approximate amount of annual retirement income to be received by an employee of the Employer will be determined using the following formula:

Two percent (2%) of the average annual gross salary received by the employee during **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.

The parties agree to incorporate into the Collective Agreement any modifications or changes to 21:04 (a) as above that arise from the Pension negotiations between the University of Windsor and the Joint Union Pension Negotiating Committee.

If during the term of this Collective Agreement, it is determined as a result of an actuarial valuation or annual cost certificate that there is excess surplus (as defined by the Income Tax Act), the University and Unifor and its Locals 444 and 2458 shall meet to determine

how best to utilize the surplus that is attributable to Unifor bargaining unit members. If the parties are unable to make a determination, the matter shall be referred to arbitration for final and binding determination.

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

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

- (c) 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 as per Article 21:01 which were applicable at the time **they** retired 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 21:07, retirees shall have the option of purchasing the University of Windsor Administrative Retirees benefits plan.

21:05 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.

21:06 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 Payments</u>
Upon completion of Five years and less than Ten years' service:	\$ 50.00
Upon completion of Ten years and less than Fifteen years' service:	\$100.00
Upon completion of Fifteen years and less than Twenty years' service:	\$150.00
Upon completion of Twenty years' service or more:	\$200.00

21:07 The Employer agrees to provide Green Shield Number 3 Prescription Plan coverage at a one dollar (\$1.00) co-pay effective first of the month following date of ratification or identical coverage under another plan for all members of the Bargaining Unit who retire at age sixty-five (65) or older and to pay 100% of the cost of such coverage on behalf of such retired employees.

21:08 Upon the death of an employee who retired at age sixty-five (65) years or over, the University agrees to continue the Green Shield Number 3 Prescription Plan coverage for the spouse.

21:09 The University agrees to provide coverage of all benefits under clause 21:01 on behalf of the spouse and children of an employee who dies in the service of the University. These

benefits will be maintained until the death or legal re-marriage of the spouse, and dependent children to the age of twenty-one (21).

ARTICLE 22 - CLOTHING

- 22:01(a) Upon the hire of any new employee into the classification of Special Constable and their attainment of Special Constable status and successful completion of Use of Force Training, the Employer agrees to furnish the employee with the following equipment/tools: one (1) baton, one (1) baton holder, one (1) set of handcuffs, one (1) flashlight, one (1) flashlight holder, one (1) handcuff pouch, one (1) raincoat, two (2) baseball hats, **a CPR face shield with holder** and one (1) issue of soft body armour. The Employer will provide on an as required basis, replacements for any of the above items.
- (b) The Employer further agrees to furnish new employees with all prescribed articles of uniforms as noted in (i) and (ii) below.
- (i) The Special Constable uniform items shall include: three (3) pairs of trousers, five (5) shirts, two (2) tear-away dickies, one (1) tie, one (1) pair of gloves, one (1) sweater, one (1) pair of kevlar search gloves, one (1) key pouch, one (1) duty belt, one (1) notebook holder, one (1) baseball style cap, one (1) winter hat, one (1) forge cap, and one (1) boot issue, a Police style with a custom sole (rubber) with a choice of either a high or low cut style. Further the Employer agrees to one complete boot repair each year of the Collective Agreement if required. By September 1st of each year, the Employer will provide on an as requested by the employee basis, replacements for any of the above items.
- (ii) The Parking Service employee's uniform items shall include: three (3) pairs of trousers, three (3) golf shirts, three (3) turtlenecks, two (2) pairs of walking shorts, one (1) pair of gloves, one (1) trouser belt, one (1) baseball style cap, one (1) winter hat, one (1) windbreaker style jacket, one (1) fleece sweater, one (1) police style raincoat, winter issued boots for parking officers and one (1) boot issue with a custom sole (rubber) with a choice of either a high or low cut style. Further the Employer agrees to one complete boot repair each year of the Collective Agreement if required. By September 1st of each year, the Employer will provide on an as requested by the employee basis, replacements for any of the above items.
- (c) On an as required basis, the Director will approve and the Employer will provide one (1) all-weather jacket, one (1) fall/spring jacket. Appropriate badges and shoulder patches will be issued by the Employer as and when necessary. The Employer further agrees to provide a sufficient number of raincoats in suitable sizes for use by employees when and as required. Rain caps will be made available in the **Special Constable Services** or Parking Services Office.
- (d) By March 1st of each year the Employer will provide bike uniforms as required by the employee. The bicycle uniform shall consist of the following prescribed articles: one (1) helmet, one (1) jacket, three (3) golf shirts, one (1) pair of pants, two (2) pair of shorts, one (1) pair of gloves, one (1) pair of running shoes, one (1) pair of safety/sunglasses.
- 22:02 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 further agrees to provide the employee with a Dry-Cleaning Allowance of twenty dollars (\$20.00) per month effective September 1, 1990.

22:03 A No. 1 Dress Uniform, which will consist of Forage Cap, tunic, lanyard, white gloves, belt, footwear and pants, will be provided once to the five (5) most senior Special Constables.

ARTICLE 23 - TUITION REMISSION

23:01(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 to the employee for whom the employee is entitled to claim tax exemption under the Income Tax Act in the year in which the free tuition privilege is requested, or children not over the age of twenty-six (26) to whom the employee provides regular financial support.

(b) Employees receiving benefits under the Long-Term Disability Plan, their spouses and dependents, the spouses (until remarriage) 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 to the employee for whom the employee is entitled to claim tax exemption under the Income Tax Act in the year in which the free tuition privilege is requested, or children not over the age of twenty-six (26) to whom the employee provides regular financial support.

(c) All applications for tuition remission shall be submitted in writing to the Vice-President, Human Resources or designate for approval.

23:02 For full-time members of the Bargaining Unit who desire to enrol in job-related courses at the University of Windsor, the University agrees, provided prior approval is obtained, to provide free tuition. The subject matter of courses taken at the University of Windsor must be approved as related to the employee's job of work. Approved courses must be taken outside the employee's normal working hours. In exceptional cases, where job-related courses are given only during an employee's normal working hours, the Vice-President, Human Resources or designate may grant permission to the Director, **Special Constable Services** or Executive Director, Campus Services to alter the working hours of the employee so that the employee may attend classes without changing **their** total number of work hours per week. It is further agreed that free tuition will be granted only in those cases where appropriate approvals have been given by the Director, **Special Constable Services** or Executive Director, Campus Services and the Vice-President, Human Resources prior to the employee enrolling in a course. Refunds will not be made if an employee did not obtain appropriate approval before commencing the course, and in those cases where an employee began a course prior to becoming an employee of the Employer. As further agreed approval to take a course may be denied only on the basis the course is not job-related and/or on the basis the course is not available at a time during the employee's working hours when it is convenient to release the employee to attend class.

- 23:03 The Employer further agrees to provide free tuition for full-time members of the Bargaining Unit who desire to enrol in courses other than job-related courses for which prior approval has been given by the Vice-President, Human Resources or designate. Such courses shall be taken outside the employee's normal working hours.
- 23:04 Information related to procedures applicable to the within clause, and the application forms for prior approval for courses are to be obtained from the Department of Human Resources. For the purposes of this clause and none other, the term "job-related course" refers to a University course of instruction which the employee must, in the opinion of the Vice-President, Human Resources or designate, complete in order to do the employee's existing job of work.

ARTICLE 24 - GENERAL CONDITIONS

- 24:01(a) The Employer shall provide suitable accommodation for the employees to have a private room with lockers installed for the purpose of changing from uniforms to street clothes after the conclusion of the employees' shifts. Also private washrooms, shower facility and lunch room where the employees may eat their lunch in privacy.
- (b) General University calls will not be forwarded to **Special Constable Services** during holidays or when the University is closed.
- 24:02 It shall be the obligation of each employee covered under the terms of this Agreement to inform the Employer of **their** correct residential address and telephone number.
- 24:03 Employees will be granted necessary relief.
- 24:04 (a) Effective the next vehicle purchase, all **Special Constable Services** patrol cars shall be equipped with air-conditioning, power locks, power windows with 360° degree emergency lighting. Vehicles purchased/leased by the Employer shall be a Big Three (3) vehicle.
- (b) In the event the Patrol vehicles are taken out of service for more than one (1) shift, a suitable replacement shall be rented.
- 24:05 Letter of Clarification regarding designation University of Windsor **Special Constable Services**. The purpose of this letter is to clarify that the appropriate designation, for the security operation at the University of Windsor shall be **Special Constable Services** and may be changed as the result of changes/amendments in legislation, regulations, Board of Governors Policy or at the direction of the Windsor Police Services Board.
- 24:06 The University of Windsor shall supply two (2) badges showing University of Windsor **Special Constable Services** to each member of the Bargaining Unit.
- 24:07 The University of Windsor shall supply one (1) I.D. wallet to each member of the Bargaining Unit and replace as needed.
- 24:08 The University of Windsor **Special Constable Services** will carry, at all times, as their means of identification as a Special Constable, an Identification (ID) Card and badge as issued by the Director of the University of Windsor **Special Constable Services** under the Revised Statutes of Ontario when sworn in by the appropriate judicial authority. This I.D.

card will be signed by the Director of the University of Windsor **Special Constable Services** Upon being sworn in a new member will be provided their badge and I.D. card. All Special Constables and Sergeants will be issued with an official identification card within thirty (30) days of ratification.

- 24:09
- (a) Paid Education Leave (PEL)
The University agrees to pay into a special fund **three (\$0.03)** cents per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the company to the National Office at 205 Placer Court, Willowdale, Ontario M2H 3H9.
 - (b) Social Justice Fund
The University agrees to pay into a special fund \$0.01 per compensated hour to the Unifor Social Justice Fund.

In addition, this fund will be used to maintain the Local's fitness centre for its members and their families, for a community services (donations) fund, for a substance abuse and for a scholarship fund for children of the Local Union.

ARTICLE 25 - COPIES OF THE AGREEMENT

- 25:01 The University will provide within ninety (90) days of ratification, a sufficient number of copies of the Agreement for distribution amongst each of the employees covered hereunder. It is understood that the Agreement will be produced in a pocket size format.

ARTICLE 26 - GENERAL

- 26:01 Whenever the singular is used in this Agreement, it shall be construed as if the plural had been used and/or where the masculine is used it shall be construed as if the feminine had been used where the context or the party or parties thereto so require and the rest of the sentence shall be constructed as if the grammatical or terminological changes thereby rendered necessary had been made.

ARTICLE 27 - TERM OF AGREEMENT

- 27:01 The Agreement shall be binding and remain in effect from the 1st day of September, **2019** to the 31st day of August, **2022**, 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 prior to the 31st day of August, **2022** submit to the other party a notice in writing setting forth its desire to amend or terminate the Agreement, containing in sufficient and adequate detail a statement setting forth the proposed changes or amendments. Within thirty (30) days of receipt of such notice by one (1) party the other party shall enter into negotiation for renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

ARTICLE 28 - COST OF LIVING ALLOWANCE

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

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

The base Consumer Price Index shall be the Consumer Price Index for April, 2004.

The first (1st) cost of living adjustment will be based on the Consumer Price Index of July, 2004 and each three (3) months thereafter compared to the base Consumer Price Index for April, 2004.

Cost of living adjustments shall be made on pay periods commencing 11:59 p.m. on the following dates: September 2, 2004; December 9, 2004; March 3, 2005; and June 9, 2005.

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 April, 2004 provide a basis for further reduction in the straight time rates as set forth in Schedule "A" of the within Agreement.

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

The amount of cost of living allowance shall be included in computing overtime pay subject to the provisions of clause 18:05 of the within Agreement.

As of August 31, 2004 the cost of living rate adjustment less Five Cents (5¢)* 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 September 1, 2004.

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

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

*The Five Cents (5¢) referred to was folded into the Base Hourly Wage Rates noted in Schedule 'A' effective September 1, 1986.

ARTICLE 29 - PROTECTION OF INTERESTS

29:01 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:

That the Employer may eliminate or discontinue any job, in whole or in part, and/or hire independent firms or agencies to do any work, which in the opinion of the Employer cannot be adequately performed by the employees; provided however, that no employee who was employed by the Employer as of August 31st, **2019** and who has successfully completed **their** probationary period, either before or after the said date, shall be laid off by reason of the Employer contracting out the work being performed by such employee at the time of the proposed contracting out, but in such event, the Employer agrees to provide alternative employment for such employee at no loss of wages.

29:02 The parties hereto recognize, in accordance with past practice that the primary onus of the Special Constables, as authorized by the Windsor Police Services Board, is to provide effective law enforcement and security services and it is agreed that the Special Constables shall continue to perform those duties in all areas occupied by students, staff and faculty.

ARTICLE 30 – LABOUR MANAGEMENT RELATIONS

30:01 The Union and the Employer acknowledge the mutual benefits derived from joint discussion and consultation and agree to establish a Labour/Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect.

30:02 The Labour/Management Committee will be composed of three (3) Union Representatives with at least one (1) representative from Unifor Local 444 or the Unifor National Office and three (3) representatives of the Employer, of whom two shall be the Director of **Special Constable Services** and the Vice-President, Human Resources or designate. A representative of each party shall be designated Co-chairs, and the two persons so designated shall alternate in presiding over meetings and preparing the agenda.

30:03 The Committee shall meet quarterly and at other times as mutually determined. The parties may mutually agree to cancel any scheduled meeting.

30:04 Standing agenda items shall be:

- 1) Training (input/discussion)
- 2) Operational Procedures (review/discuss procedures/directives)
- 3) Monthly statistics (crime analysis)

30:05 An agenda of matters proposed to be discussed will be exchanged at least seven (7) calendar days prior to the scheduled meeting.

- 30:06 The allotted time for meetings will generally be two (2) hours.
- 30:07 Tentative minutes of the meeting shall be circulated within seven (7) calendar days of the meeting to all members of the Committee. The minutes of meetings will be approved at the next meeting. In the event, agreement cannot be reached on the minutes, outstanding items in the minutes will be clearly reflected and such minutes will stand.
- 30:08 The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.
- 30:09 The Committee will review the annual report that is submitted to Windsor Police Services prior to its submission to that body. The report will contain the information required by the Special Constable Operating Agreement. This includes all use of force statistics.
- 30:10 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to discussions and conclusions, and shall not have the power to add to or modify the terms of this Collective Agreement or deal with grievances.

LETTER OF INTENT
RE: JOB DESCRIPTIONS

The University will provide the Union with current job descriptions for the all bargaining unit positions **by September 1, 2020.**

LETTER OF INTENT
RE: REFERENCE TO SPECIAL CONSTABLE AND PARKING SERVICES

The parties agree that all references to Campus **Community** Police and Parking Services of the within Collective Agreement will be amended to read “**Special Constable and Parking Services**”, **otherwise the unit will be known as “Special Constable Services”.**

It is further agreed that should the legislation be repealed, the name ‘Campus Community Police’ will be reinstated.

LETTER OF UNDERSTANDING
RE: EMPLOYEE ASSISTANCE PROGRAM

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

In recognition that employees may wish to consult with their peers on matters related to the need for assistance, an Employee Peer Assistance Committee comprised of members of Unifor Local 444, will be available for this purpose.

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

Employer will provide an area where employees may have access to pamphlets and books for any and all EAP issues.

LETTER OF UNDERSTANDING
RE: EMPLOYMENT EQUITY

The Parties agree to form a Joint University-wide Employment Equity Committee (consisting of Unifor Local 444, Unifor Local 2458 (Full-Time Clerical), C.U.P.E. Local 1393, C.U.P.E. Local 1001, Unifor Local 2458 (Engineers) and Non-Union Administration) to address the issues concerning Employment Equity at the University of Windsor, the details of which shall be determined during the life of the Collective Agreement. Decisions of such Committee must be ratified by each individual constituency as applicable (Unifor Local 444, C.U.P.E. Local 1393, C.U.P.E. Local 1001, Unifor Local 2458, and Non-Union Administration).

LETTER OF UNDERSTANDING
RE: VISITOR PARKING LOT

- i) The University undertakes to remit to the Financial Secretary of Unifor Local 444, six dollars (\$6.00) per month per staff person of Visitor Lot where the remission of six dollars (\$6.00) per month will commence January 1, 1986. The University further agrees to supply the Unifor, Local 444 Chairperson with a list of individual hours worked on a Quarterly basis.

However, it is clearly understood that:

- a) Visitor Lot duties shall be made available for light duty work if necessary when no other light duties are available.
- b) When Visitor Lot duties are engaged in by a Local 444 employee, **they** shall receive their regular rate of pay.
- ii) Should the University during the life of this collective agreement decide to regulate the Parking garages with individuals not in the bargaining unit, the provisions of this letter will become effective.
- iii) The Employer will not employ students to perform Special Constable patrol duties.

LETTER OF UNDERSTANDING
RE: TRAINING

In an ongoing effort to provide University of Windsor **Special Constable Services** and Parking Services the necessary skills to perform their duties, the Employer will schedule training in those areas as deemed appropriate by the Director pursuant to the Special Constable Operating Agreement between the Windsor Police Services Board, the University Board of Governors and Labour Management Committee.

It is understood by the Parties that discussion at the Labour/Management Committee will include training and the effects of any training on schedules.

In the event training is required to perform the duties as Special Constables as a result of either legislation or a mandate by a ruling body (i.e., a body outside the Board of Governors) such training will be provided at no cost to the employee.

As part of the policing agreement between the Windsor Police Services Board and the University, the Windsor Police Service may provide in-service training for members as it pertains to their duties and responsibilities as Special Constables. The University shall provide annual in-service training for Special Constables in this regard. All training, exclusive of in-service training, will be seniority based.

The Parties agree that the yearly in-service training will be provided in 3 consecutive day blocks already part of the schedule for the employees. **The Employer will endeavor to schedule Special Constables that are on a platoon together during the in-service training.**

The Employer agrees that training courses to be offered on a regular basis at in service training will include but not be limited to the following:

WHMIS, Standard First Aid/CPR/AED Awareness, Use of Force, Harassment and Sensitivity Training and Community Based Policing.

All training not provided on site will be subject to the University's Travel Policy.

The Training Committee shall meet a minimum of two (2) times per year.

LETTER OF UNDERSTANDING
RE: SCHEDULING LIEU TIME

An employee may request taking **their** overtime hours as lieu time instead of pay to be approved at the discretion of the Director of **Special Constable Services** or Executive Director, Campus Services.

LETTER OF UNDERSTANDING
RE: OFF DUTY WORK

The University will do its utmost in dealings with internal and external client users to facilitate utilization, when possible, of Bargaining Unit members on an Off Duty basis. When paid security services are required on an Off Duty basis by clients of the University, those members in the Bargaining Unit holding Special Constable status shall be offered the opportunity on an Off Duty basis. Should the members of the Bargaining Unit be unable to provide the services the client may make alternate arrangements.

In consultation with the Union, the University has developed a pamphlet to inform internal and external users of the availability of Off Duty Services. A copy of the pamphlet will be attached to the external event agreements, which will include a space to indicate whether or not they wish to utilize such services.

Payment for all Officer-submitted Off Duty work performed during the pay period, up to and including the Sunday preceding the direct deposit pay date will be provided on the next issued pay following the completion of such duties.

The Off Duty Co-ordinator, will notify and, subject to operational requirements, receive approval from the Director of **Special Constable Services** or in **their** absence a designate, when scheduling Off Duty work.

When it is determined that Off Duty Services are required for events in excess of 200 attendees, the Director of **Special Constable Services** and Parking Services or a designate, will discuss with the Off Duty Co-ordinator regarding operational requirements for the event.

The established rate for off-duty work for non-alcohol events will be one and a half (1.5) times the regular rate of a Special Constable First (1st) Class rate.

The established rate for off-duty work for alcohol- related events will be two (2) times the regular rate of a Special Constable First (1st) Class rate.

LETTER OF UNDERSTANDING
RE: ARTICLE 17:01

The parties agree that the University of Windsor will not hereafter enter into a contract of disability insurance respecting the Group Long Term Disability benefits for members of Unifor Local 444, without prior consultation with Unifor Local 444. The parties further agree that such practices as currently exist, i.e., benefits adjustments based on changes on Schedule A wage rates, shall continue until such time as expressly changed by the parties.

The parties agree that the contract of insurance entered into by the University of Windsor with **the insurance provider**, along with the University's other existing practices as mentioned above, meets the requirements of the Collective Agreement, Article 17.

LETTER OF UNDERSTANDING
RE: TEMPORARY EMPLOYEES

The parties agree that those temporary employees hired under Article 10:04, shall be paid the appropriate wage. Employees in Parking Services and the Administrative Assistant will be paid at eighty-five (85%) percent of the applicable Schedule "A" rate and temporary Special Constables will be paid the start rate as defined per Schedule "A", shift premiums, dry cleaning allowance and overtime wages only as outlined in this Collective Agreement. It is further agreed that the temporary employees shall be required to have deducted from their pay, the appropriate Union dues, for remittance, during the period of their employment.

LETTER OF UNDERSTANDING
RE: UNION OFFICE SPACE

The Employer will provide the Union with suitable office space on campus with a desk, **chair**, computer, file cabinet, and telephone for use within ninety (90) days of ratification.

LETTER OF UNDERSTANDING
RE: EMPLOYEE PERSONNEL FILE

An employee may arrange a meeting with the Employee Relations Manager to review their personnel file at a mutually agreeable time.

LETTER OF UNDERSTANDING
RE: LEGAL INDEMNIFICATION

The parties agree that where a member is charged with a criminal, civil or statutory offence arising from the member's actions performed in good faith and within the scope of the member's duties and where subsequently there is no finding of guilt or liability on the part of the member, then the University agrees to pay for the necessary and reasonable legal costs incurred by the member in the defense of such charges.

LETTER OF UNDERSTANDING
RE: COMPLAINT PROCESS

During the 2004 negotiations, the parties discussed at length the need to establish a complaint process to be determined by the University of Windsor which will be used by members of the general public or the University of Windsor community, in relation to the conduct of Special Constables in the course of their duties.

The University of Windsor Board of Governor's policy "*Security & Policing Policy*" requires that all complaints received from a member of the general public or the University community concerning the conduct of a Special Constable, or any allegation that **Special Constable Services** failed to provide adequate service, shall be reported to the Director of **Special Constable Services** and investigated by a designate of the Director of **Special Constable Services**.

In accordance with the Special Constable Agreement between the Windsor Police Services Board and the Board of Governors the University shall provide the Windsor Police Services Board with the results of its complaints investigations forthwith. At any time, the Windsor Police Services Board or the Chief of the Windsor Police Service or designate, in its sole discretion, may request the Windsor Police Service to undertake an investigation of any complaint regarding the conduct of a University of Windsor Special Constable. Any member of the public or campus community may make a complaint about the conduct of a Special Constable provided the complainant was directly affected by the service or conduct that is the subject of the complaint. The complaint must be in writing and signed by the complainant.

The Director shall process the complaint and identify the officer(s) who are involved in the complaint and notify them in writing together with a copy of the written complaint. A copy shall be provided to the Chairperson of Unifor 444 or appropriate Union representative, should a conflict exist **within ten (10) business days**. No independent investigations, inquiries or interviews shall be conducted during this process.

The Director will decide not to deal with a complaint at any time before or during an investigation if it is determined that:

- a) the complainant is not the person directly affected, or;
- b) the complaint is frivolous, vexatious or made in bad faith, or;
- c) the complaint has been made more than three (3) months after the alleged incident.

A letter detailing this decision will be prepared and forwarded to the complainant. **A copy of the decision letter will be forwarded to** the involved Special Constable(s) **and** the Chairperson of Unifor 444 or appropriate Union representative **under separate cover**, should a conflict exist.

A complainant may withdraw **their** complaint or a portion thereof at any time. The withdrawal must be in writing, signed by the complainant and delivered to the Director of **Special Constable Services** and a copy will be given to the Chairperson of Unifor 444 and the Special Constable(s) involved. The Employer may continue to deal with a complaint in accordance with the Complaint Process, after the complaint is withdrawn should the Employer determine it is appropriate to do so.

When the Director must deal with a complaint, a designate of the Employer will be responsible to process and investigate, complaints from members of the public and/or campus community. The investigation shall be conducted in a timely fashion and where a member of this Bargaining Unit is to be interviewed

the Chairperson or appropriate representative will be provided. The Employer will be responsible to resolve the complaint.

The designate will prepare a report that will include the statements of all parties and an analysis of the documentary and physical evidence. The report shall include an executive summary that will detail the findings of the investigation.

At the conclusion of the investigation, the Director of **Special Constable Services** shall review the written report and adjudicate the complaint, except in situations where the Union alleges a conflict of interest. In this situation the written report and adjudication of the investigation will be conducted by another Employer designate. A copy of the report will be sent to the Chairperson of Unifor 444 or appropriate Union Representative should a conflict exist. Should it be found that misconduct occurred, the Director or Employer designate will determine the appropriate action and communicate the decision to the Special Constable with a copy of the communication to the Chairperson of Unifor 444 or appropriate Union representative, should a conflict exist. Any discipline resulting from this process is subject to the provisions of the within Collective Agreement.

If the Employer is of the opinion that no misconduct occurred, **they** shall prepare a decision letter to be forwarded to the complainant and the involved Special Constable detailing **their** opinion that the complaint is unsubstantiated and that no further action should be taken. **A copy of the decision letter will be forwarded to the involved Special Constable(s) and to the Chairperson of Unifor 444 or appropriate Union representative under separate cover, should a conflict exist.**

No action will take place if the investigation and adjudication of the complaint has taken more than three (3) months from the date the complaint was filed. If no action has occurred within thirty (30) days, the complaint process will cease.

The Employer will forward to Windsor Police Services, notification of grievance or arbitration decisions regarding the adjudication of the complaint process. **As per the Letter of Understanding Re: Legal Indemnification the parties agree that were a member is charged with a criminal, civil or statutory offence arising from the member's actions performed in good faith and within the scope of the member's duties and where subsequently there is no finding of guilt or liability on the part of the member, then the University agrees to pay for the necessary and reasonable legal costs incurred by the member in the defense of such charges.**

LETTER OF UNDERSTANDING
RE: OCCUPATIONAL HEALTH AND SAFETY

The Health and Safety Committee member or alternate, and a representative of the Office of Occupational Health and Safety may meet as required, for the purpose of reviewing accidents and/or injuries in the workplace.

LETTER OF UNDERSTANDING
RE: BARGAINING UNIT WORK

It is agreed that **Special Constable** Staff above the rank of Sergeant, shall not undertake work normally performed by members of the Bargaining Unit except in the exercise of their responsibilities by virtue of their appointment as a Special Constable, in the following circumstance:

1. In the exercise of their responsibilities by virtue of their appointment as a Special Constable.

2. In the case of emergencies beyond the control of the Employer.
3. For the purpose of giving instruction.

Student employees shall not undertake work normally performed by members of the Bargaining Unit except in conformance with past practice and will not be considered a breach of this agreement.

LETTER OF UNDERSTANDING
RE: CRITICAL INCIDENT SUPPORT

The parties recognize that from time to time employees are required to deal with critical incidents which may cause a high degree of stress. In order to ensure that all staff are effectively supported at such times, the University undertakes to establish training for staff with respect to Post Traumatic Stress Disorder (PTSD).

All new employees shall receive training in post traumatic stress disorder upon hire. Current employees shall receive bi-annual training in post traumatic stress disorder during yearly in-service training. Employees attending such training outside their regular schedule shall be compensated at the overtime rate.

Post traumatic stress debriefings shall be held by the University following any critical incident experienced by any employee(s). Such debriefings shall be voluntary. Any employee attending a debriefing held outside their regular schedule shall be compensated at the overtime rate.

Following any critical incident the University will provide support for families of members by holding information sessions about PTSD to educate family members. Information sessions may be provided by the University's EAP provider. Employees' attendance at these information sessions shall be voluntary, however members on shift whose family members are attending may be excused from their regular duties to attend these sessions and shall suffer no loss of pay.

It is understood by the parties that employees will not be subjected to psychological testing.

LETTER OF UNDERSTANDING
RE: SENIORITY

For the purposes of determination of seniority through the stages of classification of Special Constables (fourth through first class) seniority shall accumulate in the following circumstances:

- a) when actually at work (this includes any overtime worked);
- b) when absent on vacation, holidays, lieu or holiday lieu;
- c) to the extent the employee is covered by the sick leave provisions of the collective agreement;
- d) during the first one-hundred and twenty (120) days of a leave of absence;
- e) while on pregnancy/parental leave.
- f) Union leave
- g) labour dispute
- h) WSIB
- i) all approved leaves

The parties agree that the above factors will apply in determination of when a Special Constable should be advanced in classification and that the appropriate compensation rate for the next classification will begin on a date determined by the application of all of the above factors.

LETTER OF UNDERSTANDING
RE: OBSERVANCE - MINUTE OF SILENCE

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

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

LETTER OF UNDERSTANDING
RE: PEPPER SPRAY AND/OR FOAM

Pepper spray and/or foam, or oleoresin capsicum (OC) is used by law enforcement and corrections agencies as a use of force option. Here in Canada Pepper spray and/or foam is a prohibited weapon. Police officers in Ontario can legally carry and use pepper spray and/or foam. Special Constables in Ontario can also be authorized to carry and use pepper spray and/or foam. To receive this authorization, Employers of Special Constables (except Police Services) have to first make application to their sponsoring police service followed by approval from the Ministry of Public Safety and Correctional Services.

It is understood that prior to issuance, all officers appointed as Special Constables must complete and pass Use of Force Training delivered by the Windsor Police Service, on the appropriate use of pepper spray and/or foam.

A Special Constable or Sergeant who does not successfully complete this requirement, will not be issued with pepper spray and/or foam, nor will they be authorized to use any other officer's pepper spray and/or foam.

LETTER OF UNDERSTANDING
RE: PLATOON SCHEDULING SYSTEM

During 2010 collective bargaining the Employer and the Union had extensive discussions regarding the desire of the department to continue working pursuant to the current platoon system.

To this end it is confirmed that it is the parties' intention to continue utilizing the current platoon system schedule indefinitely on the following conditions:

- (i) The terms and conditions of the Minutes of Settlement regarding Platoon Schedule and 12 hour shifts dated March 17, 2010 continue in effect.
- (ii) The parties will meet to review ongoing attendance issues if required with a view to continuing to reduce absenteeism. Such meetings will include a national and a local representative.
- (iii) It is agreed extended periods of illness during the six week rotation would eliminate the flex day in that rotation.

LETTER OF UNDERSTANDING
RE: OVERTIME CALL – IN ORDER

The following process will be recognized as the mutually agreed upon process for assigning overtime for Special Constables working the twelve (12) hour shift:

Overtime will be called in as follows:

1. Officers on days off (by lowest OT hours);
2. Officers on lieu (opposite shift);
3. Officers on holiday lieu (opposite shift);
4. Officers on vacation (opposite shift);
5. Officers already on shift (staying on shift longer);
6. Officers coming on shift (coming on shift earlier).

After exhausting that process, the following shall apply:

1. Officers on flex;
2. Officers on lieu (same shift);
3. Officers on holiday lieu (same shift);
4. Officers on vacation (same shift);
5. Sergeants.

Officers who are interested in being contacted for overtime will provide the employer with an updated contact telephone number.

If an Officer advises during the overtime call-in process that they decline the shift, the call in process will continue and the officer contacted shall be charged with a refusal if they fail to take the overtime.

It is understood should a Sergeant be called in on overtime to work as a Special Constable, they will participate in the Special Constable rotation and will equally rotate duties (car, walk and desk) during a shift, and will be paid the applicable Special Constable rate of pay (top rate).

LETTER OF UNDERSTANDING
RE: 'ACTING SERGEANTS'

The parties agree to establish designation of 'Acting Sergeants' for each of the four (4) platoons.

The designation will be filled based upon seniority. Special Constables who decline the opportunity to be 'Acting Sergeant' or stipulate they do not want to perform these duties will not be considered for any "Acting Sergeant" duties in their respective platoons unless in an emergency.

It is understood that the Special Constable who has been designated as an 'Acting Sergeant' will act as a Sergeant in their absence and will be paid in accordance with the wage rate of the Sergeant as per Schedule A. It is further agreed that an 'Acting Sergeant' must be a 1st Class Special Constable.

In the event a Special Constable who has been designated as an 'Acting Sergeant' vacates the role through a voluntary withdrawal, promotion/demotion or loss of seniority as per Article 9, such opportunity to fill such designation will be communicated to all members of the Bargaining Unit. The member of the Bargaining Unit with the most seniority who has expressed interest in the designation will fill this role.

The 'Acting Sergeants' will be required to take the necessary training as determined by the Director.

LETTER OF UNDERSTANDING
RE: CRIME PREVENTION/COMMUNITY LIAISON OFFICER

The Crime Prevention/Community Liaison Officer position was established as a Special Constable position to provide an opportunity to for interested officers to acquire experience in community policing skills at the community liaison level through direct interaction with all levels of the Campus Community.

The parties agree that the position of Crime Prevention/ Community Liaison Officer will be determined based on seniority. This incumbent will fill the position for a two (2) year term at which time the Director will re-post the position for interested Bargaining Unit members to apply. The position will be filled based on seniority.

If no Bargaining Unit member expresses interest in the position at the time of posting, the Employer may offer the position to the current incumbent if so interested.

If the incumbent is not interested, the Bargaining Unit member with the least seniority will fill the position Sergeants may be considered for the Crime Prevention/Community Liaison Officer should no Special Constable have indicated interest in the position. It is understood that a Sergeant will be paid the top rate of the Special Constable classification should they wish to be the Crime Prevention/Community Liaison Officer.

The Crime Prevention/Community Liaison Officer must maintain a strong working relationship with the other departmental staff, University of Windsor students, staff, the Walk Safe Program, Alcohol Coordinator Program, University of Windsor Student Medical Response Service, faculty and outside crime prevention organizations.

The Crime Prevention/ Community Liaison Officer will act in a mentorship role to the various programs that fall under the purview of the department.

LETTER OF UNDERSTANDING
RE: CRIME PREVENTION/COMMUNITY LIAISON SERGEANT

The Crime Prevention/Community Liaison Sergeant position was established as a Sergeant position to provide an opportunity for interested sergeants to acquire experience in community policing skills at the community liaison level through direct interaction with all levels of the Campus Community.

The parties agree that the position of Crime Prevention/Community Liaison Sergeant will be determined based on seniority. The successful applicant shall be placed on a trial period of sixty (60) working days. If 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 wage rates previously enjoyed. Should the employee decide within the aforementioned trial period that they are not satisfied in their new position, such employee shall be returned to **their** former classification with all rights, privileges and wage rates previously enjoyed. This incumbent will fill the position for a two (2) year term at which time the Director will re-post the position for interested Sergeants to apply. The position will be filled based on seniority.

If no Sergeant expresses interest, the Sergeant with the least seniority will fill the Position.

LETTER OF UNDERSTANDING
RE: HOURS OF WORK

Pursuant to the Employment Standards Act of Ontario, it is understood members of the Bargaining Unit may work up to a maximum of eighty-four (84) hours per week (including off-duty hours).

LETTER OF UNDERSTANDING
RE: STAFF MEETINGS

Each calendar year, there shall be one (1) staff meeting held.

LETTER OF UNDERSTANDING
RE: SUSPENSIONS/DISCHARGES

During 2010 collective bargaining, the Employer and the Union had discussions regarding the administration of discipline relating to suspension and discharges. In this regard, the University confirms that while it will not delay scheduling a suspension or discharge meeting, it will not purposely schedule suspension or termination meetings at times it knows that the Chairperson is not scheduled to be on duty.

LETTER OF UNDERSTANDING
RE: WINDSOR POLICE LIAISON

The Parties agree to arrange a meeting on an annual basis with the Windsor Police Liaison for the University to discuss issues as they may arise.

LETTER OF UNDERSTANDING
RE: PENSION PLAN

The parties agree that any amendments to *The University of Windsor Employees' Retirement Plan* pertaining to the Unifor bargaining unit members shall require the agreement of Unifor and its Locals 444 and 2458. Any changes to the pension plan pertaining to Unifor bargaining unit members, including benefit levels, retirement dates, credited service, etc., shall be determined in contract negotiations.

The parties agree to establish a Pension Advisory Committee (PAC) comprising one (1) member from each Unifor bargaining unit and University representatives. The Union may include in these PAC meetings representatives from the Local and National level. The primary purpose of the Pension Advisory Committee will be to promote awareness and understanding of the pension plan and to share information/data relating to the pension plan. A representative from Mercer may be in attendance as required.

PAC will also discuss items but not limited to the financial status and governance of the Plan, proposed legislative changes (ie, Income Tax Act), and exploring opportunities to enhance the plan. Agenda items will be circulated to the committee members seven (7) days in advance. PAC will meet twice per year.

It is also agreed that Unifor bargaining unit representatives will not participate in the existing Retirement Committee. The Employee Retirement Plan Committee shall not make decisions on behalf of the Union. The Pension Advisory Committee will replace the role of the Retirement Committee as it pertains to Unifor bargaining unit members.

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

LETTER OF AGREEMENT
RE: PENSION CONTRIBUTIONS

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

LETTER OF UNDERSTANDING
RE: EI PREMIUM REDUCTION

The University and the Union will meet annually, as required by law or regulation, to determine where premium reduction funds will be spent.

LETTER OF UNDERSTANDING
RE: EI PREMIUM REDUCTION PROGRAM

The Parties agree that the EI rebate monies will be distributed **as agreed during the 2019 bargaining** within fourteen (14) days of ratification.

LETTER OF UNDERSTANDING RE: PAY EQUITY

The parties are currently undergoing an exercise in negotiating a Pay Equity plan. Once the Pay Equity Plan is agreed to and established the Union and the employer acknowledge their ongoing responsibilities under the Pay Equity Act to:

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

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

LETTER OF UNDERSTANDING RE: IMPLEMENTATION OF THE PAY EQUITY PLAN

The parties agree that the Pay Equity Plan will be completed and posted by June 30, 2020.

LETTER OF UNDERSTANDING RE: TIME CARD CHANGES

The University confirms that no change to time card, or the appropriate compensations submitted by the Director, **Special Constable Services** will be made without receiving prior written approval from the Director, **Special Constable Services** or designate.

LETTER OF INTENT RE: PARKING GARAGE

It is agreed that Special Constables will not be required to investigate the nature of such calls generated by the *25.

LETTER OF UNDERSTANDING

**RE: UNIVERSITY OF WINDSOR AND UNIFOR LOCALS 444 AND 2458 RETIREMENT SECURITY JOINT
WORKING GROUP**

The parties hereby acknowledge their ongoing discussions in relation to the University of Windsor Employees Retirement Plan (ERP) and commit to continuing this conversation during the term of this renewal agreement. To that end, it is agreed that the parties will establish a Joint Working Group consisting of no more than five (5) committee members as appointed by UNIFOR (not less than three (3) of which appointments shall be ERP plan members) and five (5) members as appointed by the University of Windsor.

The joint working group shall review the design and function of the ERP in respect of recognizing the plan members' desires to secure a dignified retirement at the plan members' discretion and with the certainty of an adequate retirement income, while maintaining a sustainable longer-term pension plan for future generations. The Joint Working Group shall be mandated to review potential examples of alternative plan type options of other universities and the broader public sector.

The University agrees to share with the Joint Working Group all relevant plan texts, amendments and policy documents and make available to the Joint Working Group any further and relevant information as may be requested including data in regards to benefit payments, member communications, fund investments, actuarial assumption selection, third party service provider selection.

It is agreed that the University of Windsor shall pay for any reasonable costs of professional third-party service providers as retained by decision of the joint working group. It is further agreed, that any costs of such third-party professionals retained by the University of Windsor shall not be charged to the University of Windsor ERP plan fund.

The Joint Working Group shall meet as mutually agreed between the University and UNIFOR, but not less than at least once quarterly unless both parties concur otherwise. The Joint Working Group may be assisted by such relevant pension professionals as may be agreed upon by the Joint Working Group and as would be necessary to realize the mandate of the Joint Working Group.

SCHEDULE "A" - BASE HOURLY WAGE RATES

The parties are agreed the base hourly wage rates shown below shall be put into effect as and from the dates specified during the period September 1, **2019** through August 31, **2022**.

Special Constables acting in the Sergeants role will be paid the difference between the 1st Class Constable Rate and Sergeant Rate found in Schedule "A"

Classification	Time	Current	September 1, 2019 1.0%	September 1, 2020 1.0%	September 1, 2021 1.0%
Senior Special Constable	Completion of 10 years' service	\$34.28	\$34.62	\$34.97	\$35.32
1 st Class Special Constable – 100%	Completion of 6240 hours	\$32.00	\$32.32	\$32.64	\$32.97
2 nd Class Special Constable – 95%	From 4160 to 6240 hours	\$30.41	\$30.71	\$31.02	\$31.33
3 rd Class Special Constable – 90%	From 2080 to 4160 hours	\$28.81	\$29.10	\$29.39	\$29.68
4 th Class Special Constable – 85%	Start to 2080 hours	\$27.21	\$27.48	\$27.76	\$28.03
Sergeant		\$38.11	\$38.49	\$38.88	\$39.26

Classification	Current	September 1, 2019 1.0%	September 1, 2020 1.0%	September 1, 2021 1.0%
Parking Assistant	\$25.20	\$25.45	\$25.71	\$25.96
Parking Enforcement Officer	\$22.85	\$23.08	\$23.31	\$23.54
Administrative Assistant	\$31.09	\$31.40	\$31.71	\$32.03
Parking Services Administrator	\$41.29	\$41.70	\$42.12	\$42.54

Contingent* ATB Increases:

***These increases will be implemented unless, on the effective date:**

- **there is legislation in effect which prohibits or purports to prohibit the increase, or**
- **there is legislation in draft but not yet in effect which prohibits or purports to prohibit the increase, or**
- **there is a directive issued by the Government of Ontario which prohibits or purports to prohibit the increase.**

In any such cases, the applicable increases will be null and void.

Year 1 – Effective January 1, 2020: 0.5% [in addition to guaranteed ATB increase]

Year 2 – Effective September 1, 2020: 1.5% [replaces guaranteed ATB increase]

Year 3 – Effective September 1, 2021: 1.5% [replaces guaranteed ATB increase]

APPENDIX 'A' – MINUTES OF SETTLEMENT

MINUTES OF SETTLEMENT

BETWEEN:

UNIVERSITY OF WINDSOR
(hereinafter referred to as “the Employer”)

AND:

CAW LOCAL 195
Campus Community Police and Parking Services
(hereinafter referred to as “the Union”)

RE:

Platoon schedule and 12-hour shifts

Whereas, the Employer and the Union held discussions January 21, 2010 and further to the meeting of March 8, 2010 regarding alternatives to the eight-hour shift schedule the parties agree to the following without prejudice or precedent:

1. (i) Flex days will be banked with one flex day to be taken in the six-week cycle in which it is earned. Should the Employer be unable to grant flex time off due to a shortage on the shift, the Employer will be required to submit alternate dates within the cycle. Should these alternate dates not be approved the employee will be entitled to carry over the flex day.
- (ii) Flex day request will not be granted where such granting of a request will cause overtime.
2. When a Sergeant and Acting Sergeant on the same platoon are absent, no Sergeant will be called in on overtime. The senior Special Constable on the platoon shall be the Acting Sergeant.
3. (i) When an employee calls in sick, they must call in to notify the Employer six hours in advance of their next shift whether they will be returning to work or continuing their absence.
- (ii) When an employee is absent in excess of three weeks (15 calendar days) the union will canvas the membership for voluntary switches. Should there be no volunteers, the Employer, will have the right to schedule the most junior Special Constable available on another Platoon. It is understood that the above will be implemented at the onset of the absence, when the duration of the absence is known. Special constables will be given 3 working days (72 hours) to respond to the volunteer shift switch and the junior constable will be given 10 calendar days notice of the Employer’s intent to change their schedule.
- (iii) In the event a vacation request was approved prior to the employee’s change in schedule, the vacation request will be honoured by the Department.
4. The Employer will post a notice of its intention to meet with employees whose absenteeism exceeds that of the bargaining unit average. During these meetings, the Employer will outline its expectation to each individual. This may include the Employer’s requirement that a Physician’s note be received by the Employer ie: being called for over time.

This settlement is made without precedent or prejudice.

Dated this 12th day of March 2010.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers on the 8th of November, 2021.

UNIVERSITY OF WINDSOR

Unifor Local 444



President



Vice-President, Human Resources



Executive Director, Academic & Staff Labour and Employee Relations



Employee Relations Manager



Bargaining Committee Members



National Representative



President Local 444