COLLECTIVE AGREEMENT

between

UNIVERSITY OF WINDSOR

University of Windsor

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION NUMBER 1001

CUPE Canadian Union of Public Employees

DURATION: August 1, 2022 to July 31, 2028

UNIVERSITY OF WINDSOR AND C.U.P.E. LOCAL 1001
(PART-TIME EMPLOYEES)

LETTER OF UNDERSTANDING REGARDING THE PROVISIONS OF THE COLLECTIVE AGREEMENT THAT APPLY TO PART-TIME C.U.P.E. LOCAL 1001 EMPLOYEES

1. The parties agree that only the following Articles apply, without amendment, to part-time employees:

Article 1	Article 11	Article 27
Article 2	Article 12	Article 28
Article 3	Article 13	Article 29
Article 4	Article 20	Article 30
Article 5	Article 21	Schedule "A"
Article 6	Article 22	Schedule "B"
Article 7	Article 25	
Article 8	Article 26	

2. The parties agree that the following Articles do not apply to part-time employees, except where specifically expressed:

Does not apply	Specific Articles that Apply
Article 9	9:01, 9:03, 9:04(b), 9:05(1-2)(4-7), 9:07, 9:08(a),(f),(g),(h), 9:09(b),(c), 9:10(a),(b), 9:12(e)(i) and (ii)
Article 10	10:01, 10:02, 10:03, 10:04, 10:05(d), 10:06, 10:08, 10:09, 10:10
Article 14	14:01(b),(c),(d),(e), 14:02(a), 14:04 (b), 14:05, 14:08
Article 15	15:01 (a), (b)
Article 16	16:14(a), (b)
Article 17	17:04,17:07
Article 18	18:01,18:02,18:03,18:04,18:05,18:06,18:07(d),(e),(f),18:08,18:10,18:14
Article 19	19:01,19:02,19:03,19:08, 19:10, 19:12
Article 23	23:04 (a), (b), (d), 23:05, 23:06, 23:07, 23:12
Article 24	24:01 (c), 24:02, 24:03, 24:04 (b)

3. The parties agree that only the following Letters apply to part-time employees:

Letter of Understanding – Employment Equity
Letter of Intent Concerning Pension Plan
Statement of Clarification Respecting the "Letter of Intent Concerning Pension Plan" Dated May 1, 1989
Letter of Understanding Re: Pension Negotiations
Letter of Understanding Re: Part Time Work Assignments
Letter of Understanding RE: Full and Part-time Position Complement in the Housekeeping Department
Letter of Understanding Regarding Gratuities in the Catering Department
Letter of Understanding Re: Innovation Centre
Letter of Understanding RE: CUPE 1393 Benefit Parity
Letter of Understanding Re: Part Time Scheduling
Letter of Understanding Re: Part Time Tuition Scholarship Program
Letter of Understanding Re: Bill 124, Protecting a Sustainable Public Sector for Future Generations Act, 2019

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AGREEMENT

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
UNION NUMBER 1001, hereinafter called the "Union"

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 facilitate the best possible physical environment for higher learning within the facilities of the University of Windsor.

6. **To advance our commitment to achieve greater equity, diversity, inclusion and decolonization by addressing systemic barriers, particularly those experienced by members of underrepresented or disadvantaged groups, by embedding the principles of equity, diversity and inclusion and decolonization in all we do.**

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS

2:01 The Union acknowledges that all managerial rights of the Employer exercised by the Employer shall be reserved to it, except to the extent herein limited and without limiting the generality of the foregoing, the Union acknowledges that it is the right of the Employer to:

(a) Manage, conduct and operate the University of Windsor;

(b) Maintain order, discipline and efficiency;

(c) Establish and enforce rules and regulations consistent with the provisions of this Agreement, governing the conduct of the employees;

(d) Hire, classify, direct, transfer, layoff, 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.

2:03 The Employer will ensure that up-to-date notices and regulations as are required by statute and regulation are posted at all punch-clocks.

2:04 The Employer agrees to notify the Union of any changes to existing practices, rules, and regulations affecting members of the bargaining unit.

ARTICLE 3 - RECOGNITION

3:01 The Employer recognizes the Union as the sole Bargaining Agent of all lay employees of the University of Windsor, save and except supervisors; persons above the rank of supervisor; persons employed in Human Kinetics; students employed during vacation periods, students engaged in office and administrative departments, teaching personnel and academic technicians, persons employed to undertake specific sponsored research projects; persons employed in the Office of Medical and Health Services, part-time animal room attendants engaged in the Departments of Biological Sciences and Psychology; office staff and those employees of the Employer covered by collective agreements for Unifor of Canada (Unifor - Canada) Local 2458 - Full-Time Clerical Unit; Unifor (Unifor - Canada) Local 2458 - Part-time Clerical Unit; Unifor (Unifor - Canada) Local 2458 - Power Engineers; Unifor (Unifor - Canada), Local 444; to the Canadian Union of Public Employees, Local 1393; to the University of Windsor Faculty Association and to the Canadian Union of Public Employees, Local 4580.

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

3:03 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect of any matters herein dealt with.

3:04 The Employer agrees to forward to the Union an electronic copy of the Labour Summary Report each pay period.

Such report shall list all current bargaining unit employees by full-time and then by part-time seniority within the departments they are currently working, their employee ID number, all hours (per person) worked or paid during the previous pay period (including holidays, vacations, overtime, modified work schedules), any corrections to past pay periods and all other types of work hours as are listed and have been listed under the existing Labour Summary Report. Persons working in multiple departments during a payroll period shall be listed by seniority within the listing for each department.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE

4:01 Whereas the parties agree that all employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated and;

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

The parties are committed to a discrimination and harassment-free campus **and to providing a safe learning and work environment while maintaining a workplace that is free of discrimination and workplace harassment as required by the Occupational Health and Safety Act, the Ontario Human Rights Code and as outlined in the University's related policies and programs.**

4:01(a) DISCRIMINATION:

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

The parties agree that there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced with respect to any employee in any matter on the basis of creed, age, sex, gender identity, gender expression, pregnancy, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, ancestry, place of origin, family relationship, number of dependents, place of residence, nationality, political or religious affiliation or belief, family status, same sex partnership, receipt of public assistance, record of offences, or by reason of membership or non-membership in the Union.

Notwithstanding the foregoing, the provisions of this Article may be superseded by programs and policies connected with or pursuant to Employment Equity Policies of the University or the Pay Equity Act or any other equity, human rights legislation, or other employment related legislation.

4:01(b) HARASSMENT is a form of discrimination, **in addition to the definitions provided under the Occupational Health and Safety Act and Human Rights Code,** and is defined as:

(a) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working or educational environment when such treatment has the effect or purpose of threatening or intimidating a person; or

(b) treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of creed, age, sex, gender identity, gender expression, pregnancy, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, ancestry, place of origin, family status, same sex partnership, receipt of public assistance, record of offences, or by reason of membership or non-membership in the Union.

Harassment may occur during one incident, or over a series of incidents including incidents which, in isolation, would not necessarily constitute harassment. Harassment prevents or impairs the full and equal enjoyment of employment and education services,

benefits and/or opportunities and may occur between people of the same or different status within the University community, regardless of age or sex. Harassment may also be directed at a group as well as at an individual. Harassment may be psychological, verbal or physical or may be all of these.

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

4:01(c) SEXUAL HARASSMENT

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

4:01(d) If an employee believes they have been harassed and/or discriminated against, as defined in Article 4:01 (a), (b) or (c), they may:

a) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses, and details; or

b) report the complaint to a University representative and seek assistance in addressing the issue. **For matters of Sexual Harassment this could include reporting the complaint to the Office of Sexual Violence Prevention, Resistance and Support**; or

c) report the complaint to a Union representative and seek assistance in addressing the issue which may include initiating a grievance under Article 11.

4:01(e) Investigative Training

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

It is understood and agreed that complaints into allegations of sexual misconduct, which necessitate a formal investigation will be conducted by an external investigator in accordance with the University of Windsor Policy on Sexual Misconduct.

4:01(f) REVIEW/INVESTIGATION OF COMPLAINTS

Review of Complaint

Upon receipt of a complaint, the Supervisor or Union representative will immediately inform the Labour Relations Manager. The Labour Relations Manager or their designate and a Union Committee representative will jointly interview the complainant to determine whether or not the allegation of harassment or discrimination meets the definition in Article 4:01 (a), (b) or (c). If the review determines that the allegation does

not meet the definition in Article 4:01 (a), (b) or (c), the complainant will be advised that no further action is necessary. If the parties disagree, the complaint will move forward to the investigation stage **and a determination will be made as to whether an external investigator is required.**

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

4:01 (g) Investigation – Informal

The Labour Relations Manager or their designate and the Union Committee Representative will interview the employee jointly and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. If the parties disagree, it will move forward to a formal investigation.

Investigation – Formal

Should a formal complaint investigation be required an interview of the respondent, witnesses, and other persons named in the complaint will be conducted. The investigation process will not exceed twenty (20) working days, where possible. A written report will be prepared by the Labour Relations Manager or their designate and reviewed by the Union Committee representative within fifteen (15) working days of the completion of the investigation. Such report shall include: the background of the case, including the allegations, the response, and the steps taken to resolve the complaint. A written copy of the investigative findings will be provided to the complainant and the respondent.

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

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

4:01(h) Following the investigation, should the complaint remain unresolved, it may be inserted into Step 5 of the grievance procedure for resolution. The parties agree that complaints will not be pursued through both the grievance and harassment complaint procedure, simultaneously.

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

4:01(i) Where the alleged harasser is the person who would normally deal with any of the steps of the investigation or grievance procedure, the complaint or grievance shall automatically be sent forward to the Director, Staff and Labour Relations. At no time during or after a discrimination, harassment or sexual harassment investigation or grievance shall the grievor be removed and relocated from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

ARTICLE 5 - UNION SECURITY

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

UNIVERSITY OF WINDSOR EMPLOYEES DUES CHECK OFF CARD

I, _____, _____ hereby
Last Name First Name

authorize the University of Windsor to deduct, and to pay to the Union, the initiation fee, in an amount in accordance with the applicable CUPE Constitution and Local By-laws, as well as the sum of dues and/or assessments as outlined in the relevant collective agreement.

☐ CUPE Local 1001 Full Time
☐ CUPE Local 1001 Part Time
☐ CUPE Local 1393

Employee # _____ Employment Commencement Date: _____

Signature: _____

Witness: _____

Date: _____

5:02 The amount of such dues and/or assessments shall be certified to the Employer by the Secretary-Treasurer 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 and/or assessments deducted from the pay of employees shall be forwarded by the Employer to the Union not later than the 20th day of each month. The Employer agrees to provide the Union with a monthly listing of dues and/or assessment deductions, giving a brief explanation regarding each employee from whom dues and/or assessments have not been deducted. Further, the Employer agrees to identify in the monthly listing those employees who are full-time and those who are part-time, and to provide an electronic copy of such listing by email.

5:04 It is agreed that upon commencement of employment, new employees will be advised in an appropriate manner by a representative of the Union of the existence of the Union and of the conditions surrounding their employment as contained in the within Collective Agreement, at which time the Employer will secure execution of the Authorization Form

hereinbefore described by such new employees. A copy of such card shall be mailed to the Union. New employees will be invited to attend the Employer's orientation program.

Two representatives of the Union will attend the Food Services orientation program for all employees, which shall take place in August of each year and be provided one-half hour to advise members of the existence of the Union Collective Agreement and distribute the Union's literature and information relevant to such matters. Time spent by any employee and representatives of the Union at such an orientation meeting will be considered time worked.

5:05 The Employer will provide to the Union, through its Secretary, on the first week of each month, electronically by email, the job posting spreadsheet, as well as, the names of all employees with any change of status that has occurred during the previous month, including but not limited to:

1) all employees who acquired seniority during the month;

2) all employees transferred into or out of the bargaining unit during the month;

3) all employees on any leaves of absence during the month;

4) all employees on layoff during the month; and

5) all employees who have been terminated and who voluntarily resigned and who retire during and at the end of the month.

5:06 Seniority lists shall be posted on the first day of January, April, July and October of each year by the Employer on the bulletin boards and posted to a secure webpage herein provided for. Copies of the seniority lists shall be mailed to the Union Secretary on such date. The current address and phone number for each employee shall be mailed to the Union the first day of January, April, July and October of each year. Copies of the seniority lists (Full-time and Part-time), and current contact information will be submitted to the Union electronically by email, on the same above dates.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

6:02 In the event that any employees of the Employer, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 7 - NOTICES

7:01 Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently **if sent by registered mail, email** or delivered to the Secretary of the Union and the Labour Relations Manager of the Employer respectively.

ARTICLE 8 - REPRESENTATION

8:01 Union **Executive** Committee
The Employer acknowledges and recognizes the right of the Union to appoint or otherwise select a Committee comprised of not more than six (6) persons, which committee shall be called the Union **Executive** Committee, one of whose members shall be the Chief Steward, who are authorized to represent the employees from time to time in discussions and dealings with the Employer in connection with matters which may properly arise out of the administration of this Agreement. The Union agrees to notify the Employer in writing of the names of the members of the Committee and of any changes therein.

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

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

Employees required by the Employer to attend meetings outside of their regular working hours shall be compensated at their regular straight time rate of pay or with time off in lieu for all time in attendance at such meetings occurring outside of their regular working hours.

The Union representative will provide two (2) working days' advance notice to their supervisor, where possible, prior to attending a scheduled meeting. For any other meeting, the Union representative will provide their supervisor as much notice as possible.

8:04 In the event of either party wishing to call a meeting for the purpose of discussing employee-management relations or matters arising out of the administration of this Agreement, the Labour Relations Manager of the Employer and/or the Union's Secretary shall be notified in writing. This meeting shall be held at a time and place that shall be fixed by mutual agreement. This meeting shall be held within seven (7) working days following delivery of the said notice in writing, except when such period of time is enlarged by agreement between the parties.

8:05 Steward Representation
The Employer acknowledges the right of the Union to appoint or elect fourteen (14) stewards at least five (5) of whom are part-time employees. Four (4) of these five (5) part-time stewards must be working within the Food Service Department; one (1) of the four (4) Food Services Stewards must be working on the weekend. One of the aforementioned fourteen (14) shall be designated as Chief Steward. The Union shall inform the Labour

Relations Manager in writing of the names of the Chief Steward and of the other Stewards as they may change from time to time.

8:06 Union Negotiating Committee

The Union Negotiating Committee will consist of eight (8) members, of which there will be one (1) full-time Food Services employee and two (2) part-time Food Services employees, including the President, plus the National Representative. The University is prepared, from time to time, as a result of mutual agreement between the National Representative and the Labour Relations Manager to permit additional representatives on an ad hoc basis. Members of the Negotiating Committee of the Union, established to conduct negotiations for a renewal of the within Collective Agreement pursuant to Article 28, when acting in such capacity, will not suffer any loss of pay if negotiations are conducted during working hours, but nothing herein shall be construed as an agreement by the Employer to pay members of such Committee for negotiating during a strike or during any other work stoppage. In no event will members of the Union Negotiating Committee be paid more than eight (8) hours wages during any one (1) regularly scheduled work day. In the period of six (6) months prior to the termination of this Collective Agreement, each member of the Union Negotiating Committee shall be entitled to two (2) full days with pay to prepare and finalize bargaining proposals.

8:07 The Union, its members and/or its Agents shall not, during the hours of employment or on the Employer's premises, conduct or attempt to conduct Union activities except as hereinafter expressly provided for.

ARTICLE 9 - SENIORITY

9:01(a) On all occasions full-time seniority supersedes part-time seniority.

9:01(b) Seniority shall be determinative only as herein provided.

9:01(c) Any controversy over an employee's seniority shall be subject to the grievance procedure herein set forth.

9:01(d) Notwithstanding the foregoing, the parties agree that the normal seniority provisions may be waived by mutual agreement between the Employer and the Union under those circumstances whereby employment equity initiatives can be achieved as per the Employment Equity program initiated by the University in consultation with the **Employment Equity Coordinating Committee (EECC)**.

9:02 Full-time Employee Seniority

9:02(a) Full-time seniority shall be defined as the length of continuous service as a permanent full-time employee within the bargaining unit from the date upon which the employee last became a permanent full-time employee.

9:02(b) Continuous service shall mean unbroken employment and shall include vacations and holidays, scheduled days off, approved leaves of absence, **service as a part-time employee as provided for in Article 10.01(b)(v),** absence because of illness or injury, layoffs and suspension.

9:02(c) Any new employee will be considered to be on probation and will not acquire seniority status until they have been employed for a period of sixty (60) **working** days within a consecutive eight (8) month period, at which time their seniority shall commence from the date of hiring. If extenuating circumstances prevent the University from evaluating any new employee during the initial sixty (60) **working** day period the Labour Relations Manager will advise the Union in writing of the intent to extend the probationary period an additional thirty (30) **working** days. The provisions of this Agreement shall not apply to a probationary employee except such provisions as are expressly made applicable to such employee.

9:03 Part-time Seniority

9:03(a) Part-time seniority shall be "the start date" as indicated on the part-time seniority listing dated December 4, 1996. All employees subsequently hired after this date shall have a seniority date based on their first day worked. In the event that two or more employees have the same start date, seniority will be determined by drawing lots.

9:03(b) A new employee will be considered to be on probation and will not acquire seniority status until they have worked for a period of two hundred and forty (240) hours on an accumulated basis or one (1) year, whichever occurs first. The provisions of this Agreement shall not apply to a part-time probationary employee except such provisions as are expressly made applicable to such part-time probationary employee.

9:04 Classification Seniority

9:04(a) Classification seniority shall be defined as bargaining-unit-wide seniority within the employee's current classification as described in Schedule "A".

9:04(b) Classifications shall be those set forth and described in the wage schedule attached hereto. Notwithstanding the foregoing, part-time classifications will be designated as a full-time classification for purposes of layoff and recall only. Prior to the annual part-time scheduling procedure, the parties will mutually agree upon the appropriate corresponding full-time classification for each part-time assignment. It is understood that such designations are only applicable to the application of this Article and cannot be used as a comparator for the purposes of pay equity.

9:04(c) In the case of elimination or discontinuance of a job/classification as set forth in Schedule "A" hereof, length of continuous service in the bargaining unit shall prevail.

9:05 Termination of Seniority

The seniority of and the employment of an employee shall terminate if:

1. They are discharged for just cause and not reinstated;

2. They resign;

3. In the case of a full-time employee, they are absent from work in excess of five (5) working days without notifying the Employer unless **the giving of** such notice was not reasonably possible;

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

5. After a layoff they fail to return to work within seven (7) calendar days after being notified by registered mail or any other source of mailing requiring employee's signature to do so, addressed to their last residence address unless they are unable to do so by reason of sickness or other reasonable cause;

6. A part-time employee has been provided the opportunity to work **over a five (5) months period** and has refused such opportunity;

7. In the case of a part-time employee working in their regularly scheduled posted positions, they are absent from work in excess of seven (7) calendar days without notifying the Employer unless such notice was not reasonably possible.

9:06 If an employee **is selected or appointed to a position within the University that is not governed by this Collective Agreement and either** chooses **to vacate it** or is found unsuitable in such position within the probationary period, they shall be returned to their former position **within the bargaining unit** without loss of seniority and shall be required to repay the Union dues for the period during which they occupied the position outside the Collective Agreement.

9:07 In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to use its best efforts to secure the retention of seniority rights for all employees with the new Employer.

9:08 General Layoff Conditions

9:08(a) Whenever the work force within a classification is reduced by the Employer, employees working in "a temporary vacancy" will be returned to their **permanent** position, on a bargaining-unit-wide seniority basis.

9:08(b) With respect to classifications in the Food Services Department only, it is understood that probationary employees within the classification to be reduced will be the first to be laid off. If more layoffs are **necessary,** the lowest seniority employee in the said classification shall be the next laid off.

9:08(c) Full-time employees in the Food Services Department who are laid off may exercise their seniority to displace part-time employees in any other Department provided they are capable of performing the duties of the job. The election to bump will be provided to the Labour Relations Manager, in writing, within five (5) working days **following** notification of the layoff. The election to bump may be delayed to accommodate unforeseen circumstances beyond the control of either party, for example, illness or vacation.

9:08(d) The displacement in other departments for part-time work must be under the same terms and conditions of employment subject to the application of Article 17:01(e)(3).

9:08(e) Employees laid off from the General Cafeteria classification shall be entitled to work available hours **serving conference meals,** i.e., buffet or line service.

9:08(f) The parties agree to the following **order for recall of employees** for conferences:

Full-time Food Services Employee
Lead Hands (Catering/Bar)
Stewards
Catering Staff
Catering Staff who signed up for Porter and Dish room positions would be scheduled first
Part-time General Cafeteria

9:08(g) If the Employer finds it necessary to recall employees within any classification back to the Food Services Department at some point during the layoff period, the Employer shall first recall the employees on layoff, then employees who are working temporarily in another Department shall be recalled by classification, with the most junior employees being recalled first. In some cases, the Employer may have to recall a person as needed.

9:08(h) Subject to Article 10:09, employees laid off shall be recalled by seniority for all **seasonal** scheduling.

9:09 LAYOFF(S)

9:09(a) **Full-time employees who are issued notice of layoff shall be provided with such notice in writing. A copy of the letter shall be provided to the Union. The notice of layoff letter shall outline the following options for the affected employee:**

- **i) Accept the layoff with rights to recall;**
- **ii) Bump a less senior bargaining unit employee in the event of a long-term layoff provided they are capable of performing the duties;**
- **iii) Bump a less senior bargaining unit employee within their department and/or classification in the event of a temporary or seasonal layoff provided they are capable of performing the duties; or**
- **iv) If the employee is in Food Services and is being temporarily or seasonally laid off, bump into a maximum of two (2) part-time Food Services positions, provided they are qualified to perform the duties. The employee may not exceed eight (8) hours per day, five (5) days per week and must be provided with a half hour meal break.**

9:09(b) The recall of employees from layoff will be in order of seniority. The first person called back to work will be the last person laid off.

9:09(c) In order that the operation of the Union will not become disorganized when permanent or temporary layoffs are being made, the President and the Stewards shall be the last persons to be laid off during their term of office, so long as full-time or part-time work which they are qualified to perform at their own or at a lower wage level, is available.

9:09(d) **Part-time** employees **or contractors** will not be hired or scheduled to work if there are laid off employees in the classification into which such part-time employee **or contractor** is hired or scheduled to work, or if such employment will result in regular employees in such classifications working less than forty (40) hours in each week, or result in the elimination or curtailment of employment of regular employees in such classification.

9:09(e) Whenever the work force within the bargaining unit is to be reduced by the Employer, the employee with the least bargaining unit wide seniority within the classification as per Schedule "A" that is to be reduced shall be laid off first.

9:10 Layoff Notice

9:10(a) The Employer shall, except in cases of emergency and circumstances beyond its control, notify employees who are to be laid off **as follows**:

Long-Term layoff = eight (8) weeks' notice
(more than four (4) weeks)

Temporary layoff = three (3) days' notice
(four (4) weeks or less)

Seasonal layoff = **(last day of exams in April to the day following Labour Day**
(Food Services only) **in September)**

Employees are responsible for checking the schedule to see when they are working, which schedule will be emailed and posted by 5 pm each Thursday.

9:10(b) If employees **who have been provided with notice of layoff are not able** to work their notice period, they shall be paid in lieu of work for that portion during which work was not made available. However, **prior to the following layoff periods,** it is understood and agreed that all Food Services employees will be requested to signify to the Employer in writing their desire to accept employment during such layoff periods. It is agreed that only such Food Services employees who indicate their desire to accept employment during such layoff periods will be given notice of recall for work during such periods and such notice shall be given by telephone not less than twenty-four (24) hours prior to the time such employees are required to return to employment:

(i) Seasonal, which period runs from the last day of exams in April to the day following Labour Day in September, both inclusive;
(ii) Christmas, which period runs from the last day of exams in December to the day following New Year's Day in January, both inclusive; and
(iii) Study Weeks.

9:11 Bumping

9:11(a) The employee(s) displaced by such elimination or discontinuance of a job and/or classification shall have the option of accepting the layoff or assume the job of an employee with lesser bargaining unit wide seniority that they are capable of performing. **The employee shall advise the Employer as to which option they elect within three (3) days of receiving notice of layoff.**

9:11(b) Employees assuming the jobs of Baker and Cook shall be required to be in possession of a Journeyman's Certificate or better qualification valid in the Province of Ontario. Further, employees assuming the jobs of Porter 1, Porter, Helper, Gardener, and Groundskeeper shall be required to be in the possession of a Class "G" Driver's License valid in the

Province of Ontario sufficient to permit said employee to operate all the University-owned vehicles, or such other license as may be acceptable to the Employer. The Groundskeeper and Gardener position also require a DZ license valid in the Province of Ontario. It is understood and agreed that this requirement does not apply to those Groundskeepers and Porters who were employed prior to January 1, 1997. The Helper position also requires an "F" license valid in the Province of Ontario.

9:11(c) **In the case of a long-term layoff,** all bumping shall be completed within the eight (8) week **notice period**. By mutual agreement, this said eight (8) weeks may be extended.

9:11(d) **Layoff and** bumping procedures and **issues** will be **addressed by a Joint Committee, including** one (1) representative of the Union and one (1) representative of the University. If the **Joint Committee is** unable to resolve any matter, such dispute will be processed through the grievance procedure as set forth in Article 11.

9:11(e) Employees shall exercise their rights to layoff or bump as set forth in this Article. In the event such employees elect not to bump, the Employer shall be entitled to **place** such employees in any classification the Employer shall decide provided there is a job available and the employee has the required qualifications for the job. If the employees refuse the **work**, the employees shall no longer have seniority.

9:11(f) For the purposes of this Article, the Employer and the Union are agreed on the order of shift preference as follows:

(1) five (5) days, Day shift; and
(2) five (5) days, Afternoon shift.

9:12 <u>**Long-Term** Layoff(s)</u>

9:12(a) If a full-time member of the bargaining unit is **issued notice of long-term layoff**, such Employee shall be entitled to exercise their bargaining unit wide seniority to bump a less senior full- or part-time employee**(s) and be provided with the necessary training**.

9:12(b) If such employee bumps into another full-time classification, the employee shall be paid the hourly rate, as listed in Schedule "A", for the classification they are assuming.

9:12(c) If such employee bumps a less senior part-time employee, the Employer agrees to pay the full-time hourly rate of the applicable job classification as per the full-time hourly rates contained in Schedule "A" **or "B" as applicable**.

9:12(d) Any full-time employee who is **issued notice of long-term layoff** shall be entitled to their full-time benefits for a maximum of two (2) years **from the last day the employee worked**.

9:12(e) <u>Applies to Part-time</u>

(i) If a part-time **employee is issued notice of long-term layoff**, such employee shall be entitled to exercise their bargaining unit wide seniority to bump a less senior part-time employee. The Employer agrees to pay the hourly rate as listed in Schedule "A" **or "B" as applicable**, for the classification they are assuming **and provide the necessary training**.

(ii) In addition, any laid off employee who is in receipt of part-time benefits shall continue to enjoy those benefits for the remainder of the contract year from the date of purchase of benefits in accordance with Article 23:12 provided the employee continues to pay the premiums.

9:13 Temporary **and Seasonal** Layoff(s)

9:13(a) Whenever a temporary **or seasonal** layoff occurs, the layoff procedure shall be as per the terms and conditions as contained in Article 9:09, it being understood that employees must have previous experience **or be able to perform the job with one (1) day's training.**

9:13(b) Any full-time employee who is temporarily **or seasonally** laid off shall be entitled to their full-time benefits during the period of the temporary **or seasonal** layoff.

9:14 Seasonal Layoff Scheduling Committee

9:14(a) The Scheduling Committee shall deal with questions, concerns or complaints resulting from the seasonal layoff. It will consist of four (4) members: two (2) from the Union and two (2) from the Employer. This Committee shall not be empowered to amend the provisions of the Collective Agreement. This Committee shall operate without prejudice to the rights of either party or the individual concerned.

9:14(b) The Committee shall consider seniority and University experience when determining the appropriate classification(s) for the Food Service employees. To effectively determine this, the Employer will provide the list of employees and the jobs they have performed in accordance with Article 10:08 along with a copy of those who accepted seasonal work, those who chose to accept the layoff and what jobs are available.

9:14(c) The order of scheduling shall be those who accepted seasonal work first and recall those with lowest seniority first from those who chose the layoff. This shall be on a rotational basis from lowest to highest.

9:14(d) Any agreed upon seasonal schedules will be posted no later than 5:00 p.m. every Thursday for the beginning of the following work week.

9:14(e) Any dispute regarding the foregoing or Article 9:09 shall be presented as a grievance at the 4th step of the Grievance Procedure and dealt with accordingly.

ARTICLE 10 - JOB POSTING

10:01(a) (i) When new jobs are created or permanent/temporary vacancies occur, they shall be posted by the Employer on all bulletin boards nearest the punch clocks for seven (7) calendar days. If said calendar days include a holiday day or a holiday weekend, the Employer shall maintain the posting for an additional day.

(ii) Such new jobs or vacancies shall be defined for the purpose of this Article as being a particular classification as set forth in Schedule "A" attached hereto. All bargaining unit members may apply in writing by completing the Application for Transfer form provided by the Employer and forward same **via email** to the Department of Human Resources.

(iii) The posting of new jobs and vacancies shall include all full-time positions, all subsequent full-time positions, and the first part-time vacancy.

(iv) The subsequent part-time vacancies will be filled by seniority from the list of applicants from the initial part-time posted vacancy by seniority.

10:01(b) When posting temporary vacancies, the following will apply:

(i) Where the successful candidate assumes the duties of the temporary assignment and within 14 calendar days the Employer and/or the employee determines the temporary assignment unsatisfactory, the employee shall be returned to their regular position in a manner consistent with Article 10.

(ii) Where the successful candidate who assumes the duties of a temporary assignment completes the initial fourteen (14) calendar days referred to above and subsequently is unable or unwilling to complete said assignment, the Employer shall, in consultation with the Union, fill the assignment in the most reasonable manner possible under the given circumstances, and return said employee to their regular position in a manner consistent with Article 10.

(iii) It is understood that where an employee accepts a temporary assignment and subsequently declines the assignment prior to the commencement of the said assignment or is unwilling to complete a temporary assignment, they shall be ineligible for consideration with respect to any other temporary assignment for a period of six (6) consecutive months from the date of reverting to their regular position.

(iv) It is also understood that while an employee is on temporary assignment, they shall have the right to apply for and be considered for any regular job posting pursuant to Article 10 of the Collective Agreement. An employee on a temporary assignment may apply for any posting with a start date that is later than the end date of their current temporary assignment, subject to an extension in the employee's current temporary assignment.

(v) When a full-time employee elects to post into a temporary part-time assignment for the period from September 1 to April 30, then the employee's full-time benefits and salary are discontinued and the employee's status will be part-time during the term of their temporary assignment. Such employee will be compensated at the part-time rate applicable to their service and temporary position.

The employee will maintain their full time seniority date only.

This provision does not apply to postings during the **seasonal** layoff period. All subsequent full-time vacancies that result from such postings will be posted.

10:01(c) Job postings shall include department, job classification, hours of work, shift, rate of pay as per Schedule "A", and qualifications required for the posted position.

10:02(a) Employees applying for positions in the Food Services Department requiring Tradesperson's qualifications as required under the Ontario Trades Qualification and Apprenticeship Act, R.S.O 1990, c. T.17, and the Apprenticeship Certification Act, 1998 or any successor, shall, as a condition of their attainment of such positions, be in possession of a valid Tradesperson's certificate as awarded by the Ministry of Training, Colleges and Universities **(or appropriate governing body overseeing trades certifications)**. Notwithstanding the foregoing, the Employer shall select the employee having the longest seniority in the employment of the Employer.

10:02(b) **The Employer will provide training that may be required for positions within bargaining unit classifications, to a maximum of two (2) weeks.**

10:03 No advertisement for additional employees shall be made until after posting has been completed as herein provided for except in the case of new jobs or vacancies occurring within the Food Services Department classifications or Tradesperson classifications, in which case advertisement may be made from and after the first day of posting.

10:04 The successful applicant for a new job or vacancy shall be placed on probation for a trial period. Such period shall not exceed the probationary period as hereinbefore provided. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, such employee shall be returned to their former classification with all rights, privileges and 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. In the event the second successful applicant proves unsatisfactory in the position during the aforementioned trial period, such second employee shall be returned to their former classification with all rights, privileges and wage rates previously enjoyed. In such event, the Employer shall then select the employee who has applied for the position and has the third longest seniority in the employment of the Employer. In the event the third successful applicant proves unsatisfactory in the position during the aforementioned trial period, such third employee shall be returned to their former classification with all rights, privileges and wage rates previously enjoyed. In such event, the Employer shall be entitled to award the position to an employee of the Employer's choice.

If extenuating circumstances prevent the University from evaluating any employee during the initial sixty (60) calendar day period, the Labour Relations Manager will advise the Union in writing of the intent to extend the probationary period an additional thirty (30) calendar days.

10:05(a) The Employer **may temporarily** change employees from their regular shifts to other shifts in the following situations:

(i) Vacations, Leaves of Absence, Illness, and Training Periods not to exceed four (4) weeks in duration, where some members of a Classification are moved according to seniority in Classification;

(ii) During temporary summer and winter work schedules;

(iii) During emergencies.

10:05(b) **Within the Food Services Department, the Employer may change employees from their regular shifts to other shifts during the following periods: seasonal layoffs as defined in**

Article 9:10, the last day of classes in December to the **day following New Year's** in January; Study Weeks; Easter Weekend and Thanksgiving Weekend.

10:05(c) The Employer agrees that if changes in shifts are for more than thirty (30) calendar days **or permanent**, the Employer will give the employee(s) affected not less than twenty-one (21) calendar days' notice and the reasons therefore. By mutual agreement between the Union, the Employer and the affected employee, such notice period may be reduced. **If the employee refuses the shift change, the employee may exercise their seniority to maintain their shift in the same job or another classification within the department, provided they have the qualifications and ability to the job.**

10:05(d) With regard to the above-noted temporary situations, seniority shall determine preference or priority for any change in shifts pursuant to this clause, provided the employee under consideration for the preference or priority is qualified.

10:06 Posted vacancies shall be filled within a period of forty (40) calendar days from the date of posting. However, it is agreed the Employer may take an extension above and beyond the allotted forty (40) days, **with agreement of** the Union for the extension and by informing the Union Secretary of the reason for such extension.

If there is a need to extend the movement beyond forty (40) calendar days and the change of position has an increase of hours or wages, the Employer will pay the increases from the date the applicant was successful to the position.

10:07 The Employer agrees to establish a list of employees in the classification of Custodian and Housekeeper only who desire a location transfer on their current shift only. Employees may apply through their supervisor at any time on the prescribed form and their names will be kept on file until such time as the employee is transferred, or they apply in writing to have their name removed from the list. Only the most recently dated form shall constitute the official request. Failure to complete location preferences using the prescribed form shall be deemed to mean that the employee has no location preference. The list and/or subsequent move will be maintained and/or done in seniority order, for the classification of Custodian or Housekeeper. The applicant should indicate a first and second choice. The Employer will use the list to fill the first new job or vacancy and subsequent vacancies to a maximum of three (3). The Employer will forward copies of individuals' location transfer forms to the Union, once per year or as frequently as the Employer compiles or receives them.

It is understood that where a new location is established on a given shift the Employer shall post notice not less than one month in advance.

10:08 (a) <u>Part-time **Sign Up**</u>

On or before April 1st of each year, the University will provide a letter of notification to each part time member indicating the following:

i) notification that the selection process will commence the second Monday in July.
ii) that the employee has been scheduled for selecting their work assignment (position/shift) of choice in order of seniority.
iii) a proxy form. If the employee cannot attend the designated time slot, it is their responsibility to send someone in their place with the completed proxy form.

iv) notification that the work assignment (position/shift) for the following year will be posted on or before June 15th on the Food Service bulletin board in Vanier Hall, the Housekeeping bulletin board in the CAW Student Centre and any other building or location that may be open to Food Services for employees' review.

Designated time slots will be allocated in order of seniority. The person with the most seniority will be given the first time slot.

Employees who indicate in writing that they do not intend to return to work the following September will be considered to have officially resigned from the University of Windsor.

The Union shall be permitted to appoint a **Representative** to be present during the sign up procedure. The appointed **Representative** shall be paid at their regular rate of pay.

10:08(b) On or before April 1st of each year, the University will send a master list of employee names and scheduled time slots to the Union, and electronically by email. Copies will be posted on the Food Service bulletin board in Vanier Hall, the Housekeeping bulletin board in the C.A.W. Student Centre and any other building or location that may be open to Food Services during the summer period.

10:08(c) On or before **June** 15th of each year, the University will post and place on a secure website the anticipated schedules for **full-time and part-time** Food Service and **part-time** Housekeeping staff for the upcoming year on the appropriate employee bulletin boards in Vanier and the C.A.W. Student Centre. In addition, the Employer will send a hard copy and electronic copy by email, to the Union.

The schedules will include:

(i) the work assignment (position/shift)(where and what);
(ii) the hourly rate assigned to the work assignment (position/shift);
(iii) the regularly scheduled weekly shift (Note: Actual shifts may be changed throughout the year due to catering/conference business needs, unforeseen emergencies, and to cover for absent employees;
(iv) the minimum number of weeks this work assignment (position/shift) is guaranteed for during the next year (September 1 to August 31);
(v) the anticipated layoff and return dates for Christmas, Study Week and April (**seasonal** layoff);
(vi) Food Services shifts will be shown as "according to business" and will be offered for the period of September to April;
(vii) catering shifts will be shown as "according to business" and will be offered for the period of September 1 to August 31;
(viii) Custodial and Housekeeping shifts will be shown as "according to business" and will be offered September 1 to August 31.

10:08(d) Beginning on the **second Monday** in each **July**, during their predetermined designated time slot, **both full-time and part-time employees** or their designated proxy will choose any available work assignment (position/shift) of their choice.

Employees choosing a:

- driving or porter position must possess a valid Class "G" driver's licence and must be approved by the University's insurance carrier prior to beginning work in this position.
- cook's helper or grill cook's position must **provide** previous experience.
- wait staff position in the University Club must be over 18 years of age. Persons hired for these positions must successfully complete the Smart Serve Program or provide proof of the same prior to being placed on the University Club schedule.
- catering wait/bar staff positions must be 18 years of age and have previous service experience. Persons hired for these positions must successfully complete the Smart Serve Program or provide proof of the same.
- The Smart Serve Program will be offered at least once per annum for staff interested in applying for the above positions.
- **Appropriate training for all satellite positions shall be provided by the Employer.**

Each employee or their designated proxy will choose the work assignment (position/shift) of their choice during their designated time slot of ten (10) minutes. Once the employee has chosen their work assignment (position/shift), the employee will sign their name beside their chosen work assignment (position/shift), to acknowledge their selection. Once an Employee chooses their work assignment (position/shift), it is the Employee's responsibility to fulfil the work assignment (position/shift) requirements as outlined.

If an employee or their designated proxy, does not register during their designated time they will have an opportunity to select a position at 4:00 p.m. on that day. The selection process will be based on seniority with the most senior employee having first choice. Further, if an employee fails to notify the University of their intent to participate in the sign up procedure by 4:00 p.m. on the last Friday of sign up week, they will be considered to have resigned from the University of Windsor.

10:09 Prior to April 1st of each year, the Employer will post a sign up list for part-time employees, who have been scheduled for lay off, to submit their name and qualifications as per Article 10:08(d) for any work available in the bargaining unit from May 1st to September 1st of each year. Employees who have submitted their names for possible summer work will be called on an as needed basis based on seniority. Summer schedules will be posted no later than 5 p.m. every Thursday for the beginning of the following work week.

The parties shall appoint a joint committee comprised of not less than two (2) representatives of the Union and two (2) of the Employer who are authorized to establish a classification list for summer scheduling purposes. The committee shall consider seniority and University experience when determining the appropriate classification(s) for the part-time Food Service employees.

10:10 The parties agree that part-time employees shall be eligible to apply for full-time posted positions as per Article 10.

ARTICLE 11 - GRIEVANCE PROCEDURE

11:01 Should a dispute arise between the Employer and the employee regarding the interpretation, application or alleged violation of this Agreement, including any question

as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, an earnest effort should be made to settle the dispute in the following manner:

STEP 1: An employee having a complaint shall, within seven (7) calendar days of the event giving rise to the complaint, discuss such complaint with their immediate supervisor. The employee may have the accompaniment of a Steward during this process. Failing a satisfactory resolution, the employee shall follow Step 2.

STEP 2: The employee concerned together with their Steward or member of the Grievance Committee shall, within five (5) calendar days following such discussion with their supervisor, submit the signed grievance in writing to their immediate Manager or Department Head, stating the nature of the grievance, the remedy sought and specify the alleged violation(s) of the Collective Agreement. The Manager or Department Head shall thereupon render a decision in writing within five (5) calendar days following receipt of the grievance.

STEP 3: If the decision under Step 2 is unacceptable to the grievor, they may, within five (5) calendar days following receipt of such decision, together with their Steward or a member of the Grievance Committee, submit the grievance in writing, to the Director of the area. The Director shall render a decision thereon within five (5) calendar days following receipt of the Grievance.

STEP 4: If the decision rendered under Step 3 is unacceptable to the grievor, they may, within five (5) calendar days following receipt of the said decision, submit the grievance in writing to the Labour Relations Manager. The Labour Relations Manager shall render a decision in writing within five (5) calendar days of receiving the same, except that the Labour Relations Manager shall call a meeting with the Grievance Committee hereinbefore referred to, at which time the grievor may be in attendance if they so desire. In the event the Labour Relations Manager shall call such a meeting such meeting will be held within fourteen (14) calendar days from the date upon which the grievance was submitted to the Labour Relations Manager. Further, in the event such meeting is called, the Labour Relations Manager shall within five (5) calendar days of the date of such meeting render a decision in writing.

STEP 5: If the decision of the Labour Relations Manager is not acceptable to the grievor, the Union may, on the giving of notice within seven (7) calendar days following receipt of the said decision, notify the Employer through the Labour Relations Manager of their intention to refer the dispute to arbitration.

11:02 The Employer shall grant sufficient time to a Steward for the investigation and the adjustment of grievances without loss of pay. The Steward shall notify and secure permission of their immediate supervisor when leaving and returning to their job to investigate or adjust a grievance, and such permission shall not be withheld.

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

11:04(a) The Grievance Committee of the Union hereinbefore referred to shall be comprised of the President, Recording Secretary, Chief Steward, the Steward from the grievor's department, and one (1) other employee who shall be a member of the Union executive or another Steward.

11.04(b) The Grievance Committee of the Union and the Employer shall establish a monthly schedule of meetings covering all departments to meet and attempt to resolve grievances in good faith. Where meetings are cancelled due to unforeseen circumstances, it shall be the obligation of the Employer to arrange an alternate meeting to be held before the next scheduled meeting.

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

11:06 The Union shall ensure that employees who submit a grievance state the Article(s) or clause(s) alleged to have been violated on the grievance form and at Steps 3, 4, and 5, state on the original grievance form, why they do not find acceptable the replies previously given by representatives of the Employer. The Employer shall likewise ensure that in all responses to the Union, at stages 2, 3, 4 and 5, representatives of the Employer take care to address the specific Article(s) and clause(s) alleged to have been violated, and why they do not find a violation has occurred.

11:07 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing, signed by each employee, to the Labour Relations Manager within seven (7) calendar days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at Step 2 of the Grievance Procedure. The grievance shall then be treated throughout the balance of the Grievance Procedure as a single grievance.

11:08 The Union shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged violation of this Agreement. A Union grievance shall be presented in writing, signed by the Union President or their designate to the Labour Relations Manager within seven (7) calendar days after the circumstances giving rise to the complaint having occurred. The grievance shall then be processed in accordance with Step 4 of the Grievance Procedure.

ARTICLE 12 - ARBITRATION

12:01 When either party requests that a grievance be submitted to arbitration, the request shall be made by notice in writing addressed to the other party to the Agreement. Within five (5) days thereafter, the parties shall meet together, 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 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, or (c) has a conflict of interest. The foregoing does not preclude either party from making an application under the mediation/arbitration provisions in the Ontario Labour Relations Act.

12:03 The decision of the Arbitrator shall be final and binding upon the parties to this Agreement, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect, or to substitute any new provisions for any existing

provisions nor to make any decisions inconsistent with the terms and provisions of this Agreement. Where the Arbitrator determines that an employee has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all the circumstance.

12:04 Each party to this Agreement shall pay one-half (½) of the fees and expenses of the Arbitrator. Furthermore, all fees and expenses of witnesses outside the employment of the University shall be borne by the party that called said witness. If a three person arbitration panel is agreed, each party will pay costs related to their nominee.

12:05 The time limits fixed in the grievance procedure and the arbitration procedure may be extended by consent of the parties to this Agreement.

12:06 At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee concerned as a witness and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. The Employer agrees to permit the Union President, Vice-President and Chief Steward to be present during any arbitration proceeding without loss of pay.

ARTICLE 13 - DISCIPLINE AND DISCHARGE CASES

13:01 The parties recognize, except in the case of gross misconduct, the principle of progressive discipline and shall utilize such an approach when addressing issues requiring a disciplinary response. The objective of progressive discipline is to ensure that the person whose behaviour is of concern receives fair and adequate opportunity to respond to the concern and where appropriate, improve behaviour. The purpose of any action will be to correct a problem, prevent recurrence, or prepare individuals for successful future service.

13:02 Disciplinary action for repeated and/or ongoing incidents should progress from verbal reprimands, to written reprimands, to suspension from employment and finally, discharge. In situations which are so serious that a strict adherence to the progressive discipline model is inappropriate, more serious action may be warranted. At each stage of progressive discipline, the Employer may advise the employee of the various supports available, where appropriate, such as the Employee **and Family** Assistance Program (EFAP).

13:03 An employee who is disciplined by the Employer shall be given written notice thereof containing any warning issued to them for breach of discipline within five (5) days of such disciplinary action having been taken by the Employer, provided however that the failure to give such notice within the time prescribed shall not invalidate the disciplinary action.

13:04 An employee who is discharged by the Employer shall, as soon as may be practicable thereafter, be given written notice thereof and a copy of such notice shall, within five (5) days after such discharge, be forwarded to the Secretary of the Union and the Labour Relations Manager, which said Notice shall contain the reason for the discharge of the said employee. The failure to give such notice within the time prescribed shall not

invalidate the discharge.

13:05 Any claim of wrongful discharge may be submitted to the grievance and arbitration procedures within five (5) days from the date of such discharge and dealt with as herein provided in Article 11:01, Step 4.

13:06 The Employer agrees that an employee must have their Steward present whenever they are interviewed or questioned as part of any investigation pertaining to themselves or whenever they are disciplined and/or discharged . The Union recognizes and agrees that it may on certain occasions be necessary for the Employer to discipline and/or discharge an employee without the Steward present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and their Steward within a forty-eight (48) hour period following the initial action. The Employer will make every effort to apprise the Union Representative attending a discipline and/or discharge meeting of the allegations against the employee and the reasons for the meeting. When requested, time will be provided for consultation between the Union representative and the employee prior to the commencement of the meeting.

13:07 The record of an employee shall not be used against them when twenty-four (24) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

13:08 The Employer may discipline or discharge a probationary Employee for just cause, subject to the grievance procedure. It is agreed that the standard of just cause applicable to a probationary Employee is substantially less than that which applies to a non-probationary Employee.

13:09 Any employee suspended pending the results of an investigation of alleged wrongdoing shall retain full pay and all benefits during the entire period of investigation.

ARTICLE 14 - HOURS OF WORK

14:01(a) Full-Time Employees

The normal hours of work shall be forty (40) hours per week, consisting of five (5) eight-hour (8-hour) days with the following exceptions:

a) the Food Services Department during the **seasonal layoff period, Christmas break and study weeks**.

b) the Grounds Department:

(i) 7:00 a.m. to 3:30 p.m.
(ii) any new hire in the Grounds Department after July 1, 2016 will have a start time between 6:00 am and 2:00 pm

Subject to the provisions of Article 14:09, this is not to be construed as a guarantee of hours of work per day or per week. A work week shall be deemed to commence at 11:59 p.m. on Sunday of each week. The Employer agrees that an employee's days off will be consecutive.

c) Where there is a request by employees in a department to introduce a

compressed work schedule and the Employer agrees, a vote of the proposed schedule of those affected employees will occur within seven (7) days notice to all affected. The vote will be considered to be in favour if 66 and 2/3 of the voters agree with the proposed schedule.

The newly created schedule will be applied for by seniority and implemented for a period of not less than six (6) months. At the conclusion of the six (6) months, a review will occur and if necessary, any amendments that need to be made by either party will be voted on by the affected members in the department. After this time, the schedule will be considered permanent until such time as the same process occurs and the proposed schedule to be voted on would be to revert back to a five (5) day working schedule. The Employer reserves the right to revert back to a five (5) day schedule with thirty (30) days' notice.

14:01(b) Part-Time Employees (Exclusive of Catering)

The regularly scheduled hours of work for Part-Time Employees shall not exceed **twenty-four (24)** hours per week. Actual or scheduled hours worked may exceed the said **twenty-four (24)** hours in the event that any of the following occurs:

(i unforeseen absences or emergencies;
(ii foreseen absences of thirty (30) calendar days or less;
(iii catered events;
(iv events beyond control of Employer;
(v shift replacements as per 14:01(d)

to a maximum of thirty-two (32) hours per week for Part-Time Employees.

Management agrees to meet bi-weekly with the Union President or delegate, to discuss hours worked by part-time employees in excess of their job assignment.

14:01(c) Additional hours of work available by work location, over and above the set work assignment shall be offered to the qualified part-time employee with the highest seniority who is not scheduled during the operative time. Failing acceptance, the assignment will be offered to the next qualified highest seniority person who is not scheduled during the operative time. This procedure will be continued until an employee accepts the hours.

Notwithstanding the above, the Union recognizes management's right to schedule an employee of their choosing in the event of last minute absences by the regularly scheduled employee.

Work locations are identified as:

- Market Place **and all Satellite Operations (any food service operations at the University on or off campus)**
- **Central Kitchen**, Alumni & Crocodile Grill **and all Satellite Operations (any food service operations at the University on or off campus)**
- Catering
- **University Club**
- Central Kitchen

- Housekeeping

Employees who wish to be available for additional hours will notify their supervisor by submitting a completed "Availability for Additional Hours" form. The most recently dated form will be used for assigning additional hours. Failure to complete the above form shall be deemed to mean that the employee is not available for additional hours. The Employer will maintain call log books to record names of employees contacted.

14:01(d) Part-Time Food Service

i) A part-time employee is permitted to give away a scheduled shift to another part-time employee within their department who has performed the position before and has the skill and ability to perform the work, provided the Employee submits a shift replacement form for the approval of their supervisor at least forty-eight (48) hours prior to the commencement of their shift. Such approval shall not be unreasonably withheld. Part-time employees will be limited to **twelve (12)** shift replacements per work assignment (i.e. September - April).

All hours worked as a result of switching shifts must be in compliance with the provisions of the Employment Standards Act with respect to the hours worked.

ii) Employees may make temporary mutually agreed to exchanges of shifts for **any length of time**, provided the employees have performed the positions before and have the skill and ability to perform the work. The employees must first reach written agreement amongst themselves by completion of the appropriate form, and **then obtain** the consent of the employees' supervisors prior to the exchange occurring. **Consent will be granted** provided no **increased** financial **cost** is **incurred by** the Employer.

14:01(e) Schedules will be posted on a weekly basis no later than 5 p.m. of every Thursday for the beginning of the following work week, all year and shall be available with any and all subsequent changes on the employees secure webpage for Local 1001 members.

14.02(a) **The weekly work schedule shall be as determined by the Supervisor and posted no later than 5:00 p.m. on the Thursday prior to the commencement of the work week (a work week shall be deemed to commence at 11:59 p.m. on Sunday of each week) at every punch clock location that is open. Any amendments to the posted schedule shall be communicated directly to the affected employee(s) by the Employer.**

14.02(b) **The schedule shall provide for two consecutive days of rest subject to changes required in accordance with Article 10:01(a).**

14:03 It is agreed that there shall be no splitting of shifts except in the Food Services Department where split-shift scheduling will be allowed on the basis of individual agreements between the individual members of the Bargaining Unit and the Employer during the **seasonal**, Christmas and Study Week layoff periods.

14:04(a) The employees shall be entitled to take during each eight (8) hour work day an unpaid lunch break of one-half (½) hour at a time designated by the Employer, and further, shall be permitted a fifteen (15) minute rest period during the first and second half of their shifts at reasonable times to be designated by the Employer.

14:04(b) (1) Employees required to perform a minimum of four (4) hours but less than five (5) hours of work will get one (1) fifteen (15) minute coffee break some time between the second and third hour.

(2) Employees required to perform five (5) hours of work shall be entitled to one (1) fifteen (15) minute coffee break between the second and third hour and a one-half hour unpaid lunch.

(3) Employees required to perform seven (7) or more hours of work will receive two (2) fifteen (15) minute coffee breaks and a one-half hour unpaid lunch.

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

14:05 All Food Services employees shall be entitled to receive one (1) meal during each work day of such employee at a cost of $3.00 to be deducted from the Employee's regular pay cheque. **The value of such meal shall not exceed $15.00.**

14:06 Employees shall be paid two (2) times their regular straight time rate for all hours worked in excess of eight (8) in one (1) day, and two (2) times their regular straight time rate for all hours worked on their first and second regularly scheduled days off. Employees who are required to work two (2) hours or less of overtime at the conclusion of their regularly scheduled shift, shall be permitted a fifteen (15) minute paid rest period at the conclusion of their regularly scheduled shift. Employees who are required to work more than two (2) hours of overtime following the commencement or conclusion of their regularly scheduled shifts, shall be entitled to receive a hot, where possible, meal not to exceed ten dollars ($10.00) at the expense of the Employer on paid time.

14:07(a) The Employer agrees, as a matter of administrative practice, to require members of its supervisory staff to maintain records relating to overtime worked by employees under their jurisdiction in order that there may be an equal assignment of such work, provided however that if an employee is directed to work overtime and is subsequently excused therefrom, the overtime hours they would have worked had they not been excused shall be shown as overtime actually worked for the purpose of such records. The Employer further agrees to give employees four (4) hours' notice whenever they are required to work overtime, provided that in the case of emergency or in such cases where the operations of the Employer are such that no notice can reasonably be given, such notice shall not be required.

14:07(b) **Overtime** records will be up-to-date. Copies shall be posted by the punch clocks and sent to the Union electronically by email bi-weekly or as overtime becomes available and has been assigned. New employees will not be given overtime until they have completed their probationary period. Employees in the bargaining unit who transfer will be considered for overtime, even during the probationary period. Employees in the bargaining unit who transfer into permanent positions will carry over their overtime total to the new classification on the basis of:

(i) if it is more than the average for the new classification it will stand; OR,
(ii) if it is less than the average for the classification, the employee's total will be brought up to the average in that classification.

Employees in the bargaining unit who transfer into temporary positions will carry over their overtime total to the new classification on the basis of:

(i) if it is more than the average for the new classification it will stand; OR,

(ii) if it is less than the average for the classification, the employee's total will be brought up to the average in that classification.

(iii) Upon return to their permanent position, affected employees shall assume the overtime amount they possessed prior to the transfer plus any overtime accumulated or charged during the temporary placement.

Employees who are off work for a period in excess of sixty (60) days will be given the average overtime hours for their classification or brought up to the average on return to work, provided overtime hours were allocated during such period of absence. Where shifts are involved, overtime will be distributed equally to all shifts. As examples:

- Midnight or Afternoon shift could work overtime afternoon of Convocation;
- Afternoon shift could work days of Convocation;
- where overtime is required for two shifts on one day, seniority will govern for the preferred shift.

For the Cooks and Cook's Helpers, overtime hours on Saturday and Sunday will not count toward the equalization of the weekend worker's overtime hours. This shall be rendered obsolete if rotating shifts are instituted.

14:07(c) DUTY TO ACCOMMODATE IN OVERTIME ASSIGNMENT

Notwithstanding the foregoing, the Employer agrees that overtime hours will be offered to an employee with a documented permanent or temporary disability, injury or illness, subject to medical documentation outlining the employee's functional abilities in relation to their job. It is further understood that should such employee decline the offer of overtime hours as outlined above, the overtime hours they would have worked shall be shown as overtime actually worked for the purposes of such records. In addition, should such employee be subsequently excused therefrom as a result of the documented permanent or temporary disability, injury or illness, the overtime records shall reflect only the overtime hours actually worked. The Employer agrees that employees who are unable to work overtime in accordance with their documented medical information shall not be charged overtime for equalization purposes.

14:08 It is the responsibility of an employee who is going to be absent from work, to telephone or have someone telephone on their behalf providing as much notice as possible prior to the commencement of their shift, the office of the Employer, at the appropriate telephone number listed below, stating the reason for the employee's absence.

HOUSEKEEPING/**CUSTODIAL** STAFF:

1. Contact the Supervisor or leave a voicemail message.
2. Phone: 519-253-3000 ext. 2480

GROUNDS STAFF:

1. Contact the Supervisor or leave a voicemail message.

2. Phone: 519-253-3000, extension 3297.

MAINTENANCE STAFF:

1. Contact the Supervisor or leave a voicemail message.
2. Phone: 519-973-7028

FOOD SERVICES STAFF:

Central Kitchen

1. Contact the Supervisor or leave a voicemail message.
2. Phone: 519-253-3000 ext. 3272

Marketplace/**Starbucks**/Tim Hortons

1. Contact the Supervisor or leave a voicemail message.
2. Phone: 519-253-3000 ext. 3269

Vanier/Crocodile/Alumni Hall

1. Contact the Supervisor or leave a voicemail message.
2. Phone: 519-253-3000 ext. 3272

University Club/Catering

1. Contact the Supervisor or leave a voicemail message.
2. 519-253-3000 ext. 3395

It is the further responsibility of an employee who anticipates they will be more than one-half (½) hour late, to telephone or have someone telephone on their behalf prior to the commencement of their shift, the office of the Employer, at the above listed telephone numbers, stating the reason for the employee's lateness unless it is not reasonably possible so to do. Further, it is the responsibility of an employee when returning to work after an absence to telephone prior to commencement of their shift indicating their return to work.

The Employer will maintain records of all calls received regarding absences and late arrivals.

14:09 If an employee is excused from work on account of illness during any day or days prior to completion of their scheduled work week, such days shall be considered as time worked for the purpose of computing the employee's entitlement for overtime pay as hereinafter provided. Such periods of excused illness shall be paid for at the applicable straight time rate to a maximum of eight (8) hours wages per day.

14:10(a) For full-time Food Services Department employees only, the Employer agrees to provide thirty-two (32) weeks of **forty (40) hours** of work, inclusive of vacation, during the period from September 1st to August 31st.

14:10(b) Employees who signify their unwillingness to accept employment during the **following layoff periods** will have the time during which they would have worked in such periods had they not made such election deducted from the guaranteed thirty-two (32) weeks:

(i) Seasonal, occurring from the last day of exams in April to the day following Labour Day in September;

(ii) Christmas, from the last day of exams in December to the day following New Year's in January both inclusive; and

(iii) Study Weeks.

14:10(c) Notwithstanding the provisions of the layoff procedures set forth in Articles 9:08, 9:09 and 9:13, the Employer may lay off more senior Food Services employees as they complete the thirty-two (32) week guarantee so that the other Food Services employees with lesser seniority may be employed to satisfy the guarantee period. As the latter employees complete the guaranteed weeks of work, such employees shall be laid off and senior employees on layoff recalled provided work is available.

14:11 When a person in the classification of Groundskeeper is required to perform snow removal duties, the following will apply:

(a) If the employee has not had eleven (11) hours off since the end of their last shift, they will be paid two (2) times their regular rate of pay for all hours worked.

(b) If the employee has had eleven (11) hours off since the end of their last shift, the overtime provisions as per Article 14:07 will apply.

(c) Any person in the classification of Groundskeeper required to perform snow removal duties between 12:01 a.m. and 7:30 a.m. Monday morning will be paid two (2) times their regular rate of pay for all hours worked until the commencement of their regularly scheduled shift.

14:12 Any employee who acquires overtime shall be provided the option of one and one-half times (1.5) off in lieu of overtime pay. Such time to be taken at a mutually agreed upon time.

14:13 The employee, if they have the prior permission of their Manager/Supervisor, may elect to take one and one-half (1 ½) the overtime hours worked as paid time off from their regularly scheduled hours in lieu of overtime pay as described in Article 14:12. At the completion of the calendar year, an employee shall be entitled to carry forward not more than two (2) weeks of lieu time to the following calendar year and all remaining unused lieu time shall be converted back to straight time hours (divide by 1.5) and shall be paid out at the overtime rate (2.0 times their regular hourly rate).

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:

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 the Friday of Employer's Study Week,* provided the employee has worked their last scheduled working day before the holiday and the next scheduled working day after such holiday. It is further

agreed that Easter Sunday will be regarded as a holiday for those persons whose regular or normal schedule includes Easter Sunday. 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 **be paid in accordance with the Employment Standards Act** to those on layoff or on approved Leaves of Absence without pay.

Notwithstanding the foregoing, the parties agree that employees in the Food Services Department will receive holiday pay for:

Christmas Eve Day
Christmas Day
Boxing Day
New Year's Eve Day
New Year's Day

even though they are laid off for the regular Christmas layoff period.

* In the event that the **February** Study Week (5 days) is eliminated then the day following New Year's Day will replace the Friday of the Employer's Study Week.

15:01(b) Requests for a leave of absence for the observance of religious holidays, in accordance with the Ontario Human Rights Code, shall be submitted in writing to the Employer, two (2) weeks in advance of the religious holiday.

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

15:03 In the event that any of the holidays named above fall during an employee's vacation period, the employee shall receive the said holiday pay prescribed in Article 15:01 in addition to their vacation pay entitlement. If the holiday falls within the employee's vacation period, they may elect to receive an additional day's vacation in lieu of the additional pay for the holiday, in which event the additional day's vacation shall be a day designated by the Employer, which day shall be at the commencement or at the end of the employee's vacation.

15:04 The employees shall be paid for each Statutory Holiday during the week in which the holiday occurs, or in the week for which it is proclaimed to be observed. The Union shall have a voice in any change of a holiday.

15:05 If a Statutory Holiday occurs in any week prior to completion of an employee's scheduled work week, such day shall be considered as a day worked for the purposes of computing the employee's entitlement for overtime pay as hereinafter provided.

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

ARTICLE 16 - VACATIONS

16:01 Employees **with less than one (1) year of service will earn vacation at a rate of 0.83 days**

per full month worked.

16:02 Vacation entitlement shall be as follows:

1 to **7** full years of service	**15** days vacation
7+ to **15** full years of service	**20** days vacation
15+ to 24 full years of service	**25** days vacation
24+ or more full years of service	30 days vacation

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

16:03 Accumulated service with the Employer shall include such service with the University of Windsor, provided such service is continuous.

16:04(a) Employees entitled to vacation with pay hereunder shall take such vacation at any time from January 1st to December 31st of the same calendar year. Where, in scheduling vacations in accordance with the foregoing, conflicts arise amongst employees as to their choice of vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and staff requirements in the final determination of the vacation schedule. **Employees with three (3) or more years of service** may elect to carry forward up to five (5) days of vacation into the following year and **employees with ten (10) or more years of service** may elect to carry over up to ten (10) days of vacation into the following year.

16:04(b) **For any employees who have not scheduled their full vacation allotment by August 31st of any year, excluding the carryover amounts referenced in (a) above, the Employer will first meet with the employee to discuss scheduling vacation at a mutually agreeable time. Failing agreement by September 30th, the Employer may unilaterally schedule the employee's vacation.**

16:05 Employees who wish to take their vacation during the period **from** January 1st to April 30th of any year, shall advise the Employer accordingly not later than thirty (30) days prior to their requested vacation.

Employees in Food Services will submit their vacation requests by September 15 for the following calendar year. These requests will be approved on the basis of seniority. The approved schedule will then be posted by October 15. Any requests submitted after September 15 will be approved on a first come, first serve basis.

16:06 The vacation schedules will be posted by the Employer on April 1st and finalized by May 1st in each year according to the seniority of employees. Final copies of the Vacation Schedule will be provided to the Union President, electronically, and posted on the Bulletin Boards. No further changes will be made except at the discretion of the immediate Supervisor.

16:07 If an employee attains sufficient accumulated service **in a year prior to their anniversary date** to entitle them to **increased vacation as per Article 16:02**, such employees may request to take such vacation in advance of the day upon which they become entitled. If such request is granted, their pay for such days shall be held back and not paid until they have attained the required accumulated service within the time specified.

16:08 If an employee's **vacation is interrupted due to serious illness or injury** or as the result of a recurrence of any disability for which such employee would otherwise have been entitled to Workplace Safety and Insurance benefits, the period of **such illness or injury** shall be charged to the employee's sick leave or Workplace Safety and Insurance benefits as the case may be, provided that the employee shall provide proof of such **illness or injury** in such form as may be satisfactory to the Director of Facility Services, or the Department Head - Food Services, as the case may be. **In this event,** the period of **illness or injury** shall not be deducted from such employee's vacation entitlement. **The employee must advise the Employer during their period of vacation of the illness or injury unless they are physically unable to do so.**

16:09 For the purpose of calculating vacation entitlement, accumulated service as herein defined shall include layoffs, except for any new employee(s) hired after November 15, 1981.

16:10(a) A member of the bargaining unit must be entitled to two (2) weeks' vacation before they have the right to enjoy a split vacation. A total vacation of two (2) weeks may be split into two (2) weekly units at the discretion of the employee's immediate supervisor. A total vacation entitlement of three (3), four (4), or five (5) weeks may be split into units of one (1) week each by mutual agreement between the employee and their supervisor. Carry over of vacations cannot be taken during the months of July and August.

16:10(b) Full week vacation requests supersede partial week requests.

16:11 Employees may take up to fifteen (15) days of their annual vacation in any number of days blocked at a time. If an employee so chooses, **three (3)** of these fifteen (15) days may be booked in half day increments. Employees who take vacations in blocks of five (5) days or more **must** schedule their vacation to start on any day of the regular work week. All vacation requests must be mutually agreed to by the Employer and the Employee. Carryover of vacations cannot be taken during the months of July and August.

Single days can be requested for any day of the week. When a vacation request is denied, the employee will be advised of the reason for the denial in writing.

16:12 Excluding full-time probationary employees, the scheduled days of work each year between Christmas Day and New Year's Day, exclusive of Boxing Day and the day before New Year's Day, shall be considered as days of paid vacation. If a member of the bargaining unit works on any or all of the said days, such person shall be entitled to compensating time off at a later date to be mutually agreed upon by the employee and their supervisor or pay at the employee's normal rate of pay in lieu of compensating time off - the choice to be at the option of the employee. It is further agreed the provisions of this Article shall be applicable to persons away due to illness and who are within the first 105 days of such illness at the time of occurrence of the days of paid vacation as set forth herein. Those on L.T.D. will receive one-half (½) their normal vacation pay entitlement from the Employer.

Food Service Employees who may be on layoff during the Christmas period shall receive vacation days equivalent to the number of days received by scheduled employees as per above. Those Food Service Employees actually scheduled to work shall be treated in the same manner as those employees in the foregoing paragraph. Such days shall not be

included as part of the thirty-two (32) guarantee work weeks per Article 14:10.

16:13(a) It is understood for those employee(s) on Long Term Disability, such employee(s) will receive one-half (½) their normal vacation pay entitlement from the Employer as of November 15, 1981.

16:13(b) In respect to employees commencing Workplace Safety and Insurance Board payments after July 1, 1991 such employees will accrue vacation credits for a maximum of two (2) years from the time they commence Workplace Safety and Insurance Board payments.

16:14(a) (For Part-Time Members Only)

The University will pay four (4%) percent of the hourly rate as vacation pay on each payroll representing full and final settlement of all the obligations for vacation.

16:14(b) For part-time employees with five (5) years of seniority or more, the University will pay vacation pay on each payroll representing full and final settlement of all the obligations for vacation **as follows:**

Five (5) years to fifteen (15) years of service	**= 6% of the hourly rate**
Fifteen (15) + years to twenty-four (24) years	**= 8% of the hourly rate**
Twenty-four (24) + years of service	**= 10% of the hourly rate**

16:15 Housekeeping Vacation Selection:

16:15(a) Between February 1st and March 24 each year, the Department Head shall arrange a date to schedule vacation requests by bargaining unit-wide seniority.

16:15(b) Employees will be eligible to select their vacation dates in person, or by submitting a signed proxy form authorizing the Employer or another employee of the University to select vacation days for the current vacation year.

16:15(c) Employees will be scheduled for such vacation selection meeting in order of bargaining unit-wide seniority on their respective shifts.

16:15(d) The Employer shall make available to employees during their vacation selection a display calendar showing the total number of persons the Employer allows off per half (½) day, per day and per week within staffing requirements.

16:15(e) Cancelled vacation dates of a full week in length shall be posted by the Employer when they are cancelled. The senior employee requesting this vacation time within forty-eight (48) hours of the posting (excluding weekends and holidays) will be awarded the vacation time.

16:15(f) **The Employer has the right to restrict employees from taking vacation in the last week before the Labour Day weekend in order to finalize preparation for the fall semester, as follows:**

Days – No more than 10% of the total number of custodial employees
Afternoons – No more than 1 employee

16:15(g) **Aside from the restriction in (f) above, two (2) additional employees are allowed to take a single day of vacation and two (2) further employees are allowed to take a half (½) day of vacation.**

ARTICLE 17 - LONG TERM DISABILITY INCOME REPLACEMENT INSURANCE PLAN

17:01 The Employer agrees to enroll all members of the Bargaining Unit upon completion of their probationary periods in the existing Long Term **Disability Income Replacement** Insurance Plan. The Employer agrees to provide the Union with a copy of the **Group Policy** of insurance as provided by the carrier and as attached hereto as Appendix A. It is understood and agreed that the terms of the said Plan shall be amended to the extent necessary to give effect to this Agreement and to 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 this Agreement shall be enrolled under the terms of the said Plan and coverage shall be effective following completion of their probationary employment;

(b) That subject to the special rules hereinafter set forth in section (e) respecting to employees of the Food Services Department, during the period of one hundred and five (105) calendar days following the onset of continuous illness, employees shall be paid at their regular 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) No person shall be compensated for illness suffered during an Education Leave, a Pre-Paid Leave, or a Pregnancy/Parental/Adoption Leave. However, in the event of an ongoing illness, the employee shall have the right to terminate an approved Leave of Absence effective with the first day following two (2) weeks notice provided to Department of Human Resources. Proof of illness must be substantiated as described in Article 17:02. Upon termination of the Leave due to illness, the employee shall be paid in accordance with sub paragraph (b) **above** up to and including the 105th day of such illness; thereafter, the employee shall be paid in accordance with sub paragraph (d) **below**.

(d) 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 (½) of their wages to a maximum of $2,500 per month calculated upon their basic rate of pay, shall be paid to them on the basis of forty (40) hours of work in 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 first occur. For the purposes of this clause only, "basic rate of pay" shall be that rate of pay as indicated in Schedule "A" of the within Contractual Agreement plus the appropriate cost-of-living allowance.

(e) That if a Food Services Department employee is ill during the **layoff periods defined in Article 9:10,** the following terms and conditions shall apply:

1. No person shall be compensated for illness suffered during a layoff

period, provided however that if the scheduled date for termination of such layoff period shall occur within one hundred and five (105) calendar days following commencement of the continuous illness, then the employee shall be paid in accordance with sub-paragraph (b) from and after such scheduled date of termination to and including the 105th day of such illness; thereafter the employee shall be paid in accordance with sub-paragraph (d).

2. If a Food Services employee becomes ill prior to a layoff period, they shall be paid in accordance with sub-paragraph (b) above to and including the date of commencement of such layoff period and thereafter no further payment shall be made to them until termination of the said layoff period and thereafter they shall be paid as follows:

   (a) If the termination of the layoff period occurs before conclusion of a one hundred and five (105) calendar day period following commencement of such illness, they shall be paid from such termination date to and including the said 105th day in accordance with sub-paragraph (b) and thereafter shall be paid in accordance with sub-paragraph (d).

3. If a Food Services employee becomes ill during a layoff period during which they are scheduled to work on a part-time basis, such person shall be paid full basic wages for only that period of time they were scheduled to work as set forth in the currently posted schedule. Upon conclusion of the layoff period, the employee shall be compensated as follows:

   (a) If the layoff period is concluded within one hundred and five (105) calendar days following commencement of such illness the employee shall be paid from the date of such conclusion to and including the 105th day in accordance with the provisions of paragraph (b) above and thereafter shall be paid in accordance with the provisions of paragraph (d).

   (b) If the layoff period is concluded after completion of one hundred and five (105) calendar days following commencement of the said illness, the employee from and after such date of conclusion shall be paid in accordance with the provisions of paragraph (d).

(f) The provisions of this Article must be followed in order not to incur a disruption of earnings as set out in (d). Employees must ensure that their application for benefit coverage under this program is submitted in advance of the expiration of short term benefits. Any questions concerning this program may be referred to Human Resources.

(g) The University of Windsor will not hereafter enter into a contract of disability insurance respecting the Group Long Term Disability benefits for members of C.U.P.E. Local 1001 without prior consultation with C.U.P.E. Local 1001. The parties further agree that such practices as currently exist, i.e., benefit adjustments based on changes in Schedule A wage rates, shall continue until such time as expressly changed by the parties.

17:02 The employees 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 and further may be requested to supply such medical documentation to the insurance carrier as is necessary in support of their claim for benefits underwritten by the insurance carrier. Any request for a physician's certificate shall be made within twenty-four (24) hours of the employee's return to work from illness.

It is understood that an employee receiving **short-term disability** benefits shall make themselves available, if possible for communication with their Supervisor/Manager and/or Human Resources.

17:03 If a member of the bargaining unit is absent from work as a result of a compensable injury for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary disability, the University agrees to pay the difference between the amount of the employee's net regular pay and the amount of the award for a period of one hundred and five (105) calendar days. If such employee is absent as a result of such temporary disability beyond the one hundred and five (105) calendar days, the University agrees to continue to pay the employee the amount of the award for the period of temporary disability.

Notwithstanding the foregoing, should the Province of Ontario reduce the amount of Workplace Safety and Insurance Board payments for temporary disability from ninety percent (90%) of net pay to something less than this level, then the University agrees to continue to top up from such lower level to a maximum of ninety percent (90%) of net pay.

Such payments shall be subject to the following conditions:

(1) The Workplace Safety and Insurance Board shall have determined that the employee has sustained an injury or illness arising out of and in the course of employment with the University.

(2) The employee must have formally elected to take compensation in cases where any third party is involved.

(3) Such payment shall neither extend to cases of permanent disability nor shall they extend to cases where the employment is terminated before the period of temporary disability has expired.

(4) The employee continues to co-operate with the Workplace Safety and Insurance Board in order to continue to receive the temporary disability award, subject to the employee's right to appeal matters related thereto.

The provisions of this Article shall not be applicable to probationary employees or temporary employees.

*Reference to "temporary" or "permanent" disability is as defined in the Workplace Safety and Insurance Board Act of Ontario.

17:04 Employees who state they are sick while at work must first report to their immediate

supervisor for clearance to leave the job. In the event an employee is unable to locate their supervisor to report their illness before leaving their job, the employee must telephone the appropriate supervisor's cell phone number before leaving the job to report their reason for leaving.

17:05 Employees may be required to attend upon a medical doctor when directed by the Employer. In the event an employee is so required, the Employer agrees to provide a listing of three (3) medical doctors who are certified specialists in the medical discipline associated with the employee's medical condition. The employee concerned is entitled to select from the list of three (3) provided by the Employer, any one (1) of the doctors to be the physician upon which the employee will attend. It is further agreed the Employer will pay the full cost of attendance upon the doctor selected, and that such attendance will take place during the employee's working hours and that the employee shall suffer no loss of wages due to their attendance upon the doctor.

17:06 (a) If any correspondence regarding Long Term Disability Insurance is sent to any member of the bargaining unit, a copy of said correspondence shall be sent by the Employer to the Union.

(b) The University agrees to forward to the Union Pension Trustees, notices regarding entrance into and exit from Long Term Disability Insurance for any member of the bargaining unit enrolled in the pension plan.

17:07 In an effort to return an employee to safe and suitable work, the employee shall disclose to the Employer, if requested, information concerning the employee's functional abilities as determined by a health professional.

17:08(a) Where an Employee has been absent for a period of three (3) years due to illness or injury and has not provided a Doctor's prognosis of a return to work without restrictions within the foreseeable future, their position may be filled through the Job Posting Procedure.

17:08(b) The foregoing shall be without prejudice to the affected employee's rights under the Collective Agreement save and except such employee shall not be able to claim their pre-illness/injury position upon a subsequent return to work.

17:08(c) In the event of a subsequent return to work, such employee would be placed into a temporary position for which they are qualified and have seniority to claim, if available, until a regular position for which they are qualified and have seniority to claim becomes available. If a temporary position is not available, such employee shall be placed on the recall list and placed in the first available temporary or regular position they have qualifications and seniority to claim.

ARTICLE 18 - LEAVE 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 Article 18:05 and 18:06, engage in gainful employment for any other person, firm or corporation. Failure to comply with this provision may result in the discipline of the employee involved.

18:03 UNION CONVENTION/SEMINAR LEAVE

Leaves of absence without pay and without loss of seniority shall be granted upon request to three (3) employees at any time, who are elected or appointed to represent the Union at annual Sectoral Conferences, and Divisional and National conventions of the Canadian Union of Public Employees. Similar leaves of absence may be granted under the same conditions as aforesaid to employees not exceeding eight (8) in number at any time who are elected or appointed to represent the Union at training seminars or other conventions, provided that not more than three (3) persons from the Housekeeping Department, two (2) persons from the Food Services and Maintenance Departments, and one (1) person from the Grounds and Shipping and Receiving Departments shall be permitted to apply for leave of absence at any one time, and further provided that the granting of such leaves of absence shall not unduly interfere with the operations of the Employer. As a matter of convenience to those persons who are elected or appointed to attend conferences, conventions or seminars mentioned herein, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the bargaining unit are in attendance at such conventions or seminars. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the wages paid to persons while away at conventions or seminars mentioned in the within clause, upon receipt of an invoice to be provided to the Secretary-Treasurer of the Union by the Employer.

18:04 BEREAVEMENT LEAVE

18:04(a) A leave of absence without loss of pay not to exceed five (5) normally scheduled days of work during the period commencing with the death will be granted to an employee as a bereavement leave in the event of the death of the legal or common-law spouse, son or daughter, stepchild or child in legal guardianship, or parent.

18:04(b) A leave of absence without loss of pay not to exceed three (3) normally scheduled days of work during the period commencing with the death and ending with the second (2nd) calendar day after the funeral will be granted to an employee as a bereavement leave in the event of the death of the brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother, stepfather or grandchild and the grandparent or grandparent-in-law of the legal spouse of such employee.

18:04(c) A leave of absence of three (3) days without loss of pay to be taken between date of death and date of burial shall be granted to an employee who has the sole responsibility of making the usual funeral arrangements in connection with the death of the grandchild of such employee, and the grandparent of the employee or the employee's legal spouse.

18:04(d) The time limits **provided for above** may be extended by the Department Head for extenuating circumstances.

18:04(e) Part time employees will be entitled to bereavement **as provided to full-time employees, but only those days for which the part-time employee was scheduled to work between the date of the death and the second calendar day after the funeral shall be paid.**

18:04(f) **Leaves granted in accordance with this Article will be maintained upon receipt of a message of a death overseas. Should there be a dispute arising out of the application of this provision, the Director of the area will meet with the employee involved and their Union steward.**

18:05 PUBLIC/UNION OFFICE LEAVE

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

(b) Any employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period up to five (5) years renewable for one (1) year to a maximum of six (6) years. The one (1) year renewal is subject to approval of the University.

(c) **Any employee who is elected to positions within Indigenous (First Nations, Métis or Inuit) communities or organizations shall be granted a leave of absence without pay and without loss of seniority for a period up to five (5) years renewable for one (1) year to a maximum of six (6) years. The one (1) year renewal is subject to approval of the University.**

(d) Any employee enjoying such leave of absence shall have the right to return to employment with the University at the expiration of such leave to a job similar to the job performed before the leave commenced, seniority permitting.

18:06 CANADIAN FORCES LEAVE

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

18:07(a) PREGNANCY LEAVE

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

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

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

1. The University will pay ninety-five percent (95%) of the normal basic earnings for the first two (2) weeks of pregnancy leave (see note).

2. During the following fifteen (15) weeks of the pregnancy leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which she would be expected to receive if she qualified for benefits (see note).

3. Any period of leave beyond the seventeen (17) weeks shall be without pay.

4. Vacation credits will continue to accrue while a person is on pregnancy leave.

5. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the Labour Relations Manager.

18:07(b) PARENTAL LEAVE

The Parental Leave Policy applies to all members of the bargaining unit. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own, and "child" has a corresponding meaning. Eligibility for the Parental Leave Policy requires full-time continuous employment at the University of Windsor for at least thirteen (13) weeks preceding the date of the birth or custody of the child.

The following terms and conditions only shall apply:

(1) An employee may begin parental leave no later than **seventy-eight (78)** weeks after the day the child is born or comes into the employee's custody, care and control for the first time, **to a maximum of sixty-three (63) weeks.**

(2) An employee who has taken pregnancy leave must begin the parental leave when the pregnancy leave ends, unless the child has not yet come into their custody, control and care for the first time, **to a maximum of sixty-one (61) weeks.**

(3) If the employee also took a pregnancy leave, the parental leave ends **sixty-one (61)** weeks after it began, otherwise, the parental leave ends **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) Vacation credits will continue to accrue while a person is on parental leave.

(6) Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the Labour Relations Manager.

In the event an employee is not eligible for pregnancy leave and such employee meets

the eligibility requirements for parental leave prescribed by E.I., then the following will apply:

(a) The University will pay ninety-five percent (95%) of the normal basic earnings for the first two (2) weeks of parental leave.

(b) During the following approved E.I. period of parental leave, to a maximum of fifteen (15) weeks, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income.

Note: All payments made under these policies must be in accordance with the agreement that has to be filed by the University with Employment and Social Development Canada pursuant to Regulation 37 of the Employment Insurance regulations. As part of these requirements, all such payments by the University can only commence when the staff member provides proof that they are receiving Employment Insurance Pregnancy Benefits pursuant to Section 22 and Adoptive Benefits pursuant to Section 12, 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's 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.

18:07(c) In the event an employee adopts a child, such employee is entitled to parental leave following the child coming into the employee's custody, care and control for the first time, on the understanding that the individual is committed to return to regular employment with the University following the conclusion of the leave. Should the employee meet the eligibility requirements for parental leave prescribed by E.I., then the following will apply:

(1) The University will pay ninety-five percent (95%) of the normal basic earnings for the first two (2) weeks of parental leave.

(2) During the following approved E.I. period of parental leave, to a maximum of fifteen (15) weeks, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income.

Note: All payments made under these policies must be in accordance with the agreement that has to be filed by the University with Employment and Social Development Canada pursuant to Regulation 37 of the Employment Insurance regulations. As part of these requirements, all such payments by the University can only commence when the staff member provides proof that they are receiving Employment Insurance Pregnancy Benefits pursuant to Section 22 and Adoptive Benefits pursuant to Section 12, 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's 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.

18:07(d) (i) On the occasion of the birth or the coming of a child into the employee's custody, care and control for the first time, an employee of the bargaining unit who is not

taking pregnancy leave shall be allowed two (2) days off with pay. Part-time employees shall be allowed two (2) scheduled days with pay within the first week following the date of birth of the child.

(ii) In the case of an adoption, an employee who receives remuneration under Article 18:07(c) shall not be entitled to the two (2) days identified in Article 18:07(d)(i).

18:07(e) In accordance with the Employment Standards Act, an employee shall remain a full participant in all Employer-paid benefit programs. Where the Employer and the Employee share the premiums, i.e. pension plan contributions, the Employee may elect to remain a full participant, therefore the parties shall continue to be responsible for their respective premiums. Where the employee elects not to continue in a shared benefit, the benefit shall be suspended until such time as the employee returns to work. Such option not to participate must be expressed in writing addressed to the **Pension Administrator**. The Union and Pension Trustees shall be copied on all submissions to opt out of such programs.

18:07(f) (For Part-Time Members Only)

Part-time employees are entitled to Pregnancy Leave and Parental Leave in accordance with the Employment Standards Act.

18:08 JURY DUTY/COURT LEAVE

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 pay differential by the Employer shall be contingent upon the employee providing the Employer with proof satisfactory to the Employer that the employee has attended the specified legal proceeding and having presented a Court receipt of payment to the Employer.

18:09 An employee may be granted two (2) non-consecutive days off without pay in each calendar year for personal reasons. Such personal reasons need not be divulged by the employee. It is, however, clearly understood that the employee will provide reasonable and appropriate notice when possible. It is agreed by the parties such day off shall not be taken on the day immediately prior to or immediately after any holiday stipulated in Article 15:01 of this Agreement, or on the day immediately prior to or the day immediately after the employee's annual vacation.

18:10(a) UNION LEAVE

As a matter of convenience to those persons who are elected to the Executive Committee of the Union, the University agrees to continue payment of wages at the normal rate of pay for the period of time members of the Union Executive Committee are in attendance at regular Union meetings. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the wages paid to members of the Union Executive Committee while in attendance at regular Union meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in this Article shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular meetings of the Union held outside the scheduled working hours of an employee.

18:10(b) Further, the University agrees to continue payment of wages at the normal rate of pay for the period of time Stewards are in attendance at regular membership meeting if held during their scheduled working hours and provided the University has received written notification of intent three (3) working days prior to the date of the said meeting. In consideration of the Employer's action in this regard, the Union agrees to reimburse the Employer for the wages paid to Stewards while in attendance at regular membership meetings upon the receipt of an invoice to be provided to the Treasurer of the Union by the Employer. Nothing in this Article shall be so interpreted or construed as to require the Employer to pay wages for attendance at regular membership meetings of the Union held outside the scheduled working hours of an employee.

18:11 In those cases where a snowstorm emergency or other emergency wherein the University is closed by order of the President of the University, the University agrees to provide eight (8) hours of work at their regular rates of pay to those members of the bargaining unit who report for work during their normal shifts.

18:12 EDUCATION LEAVE

The Employer may grant a leave of absence not to exceed one (1) year to an employee having at least three (3) years' seniority for the purpose of allowing the employee to study on a full-time basis at the University of Windsor. An application for such a leave of absence must be made in writing at least three (3) months prior to the proposed commencement date of the leave of absence. Such application must include a proposed plan of study during the period of leave. Such a leave may be extended for additional periods not to exceed one (1) year each provided the employee re-applies for such extension in accordance with the provisions of this Article. Applications for such leaves 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 Prepaid Prescription Plan
- Green Shield Dental Plan
- Green Shield Semi-Private Hospital Coverage
- Group Life Insurance
- Long Term Disability Insurance*
- Green Shield Vision 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 five hundred dollars ($500.00) 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.

18:13 PREPAID LEAVE PLAN

Purpose

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

Eligibility

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

Application

An employee who qualifies as above must complete the Prepaid Leave Application and submit same to the Associate Vice President, Human Resources of the University at least three (3) months in advance of the proposed commencement date of participation in the Plan, requesting permission to participate in the Plan setting out the deferral program as requested.

Approval

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

Deferral

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

Leave

The length of the leave shall not exceed one (1) year and must commence immediately upon completion of the deferral period.

Written Agreement

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

Terms and Conditions

The payment of wages and benefits, and other terms and conditions, shall be as follows:

Wages

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

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

Investment Arrangements

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

Deferral Period (Benefits Structuring)

During the deferral period, any benefits related to the rate of wages shall be structured according to the wages the participant would have received during the deferral period had they not been in the Plan.

Employee Benefit Coverage and Premiums

A participant's coverage for Life Insurance Semi-Private coverage, L.T.D., Green Shield Drug, Dental and Vision coverage, in effect immediately prior to the leave, will be maintained by the University during their leave of absence, if eligibility conditions permit.

Leave Period (Benefits Structuring)

During the leave period, any benefits related to the rate of wages shall be structured according to the rate of wages the participant would have received immediately prior to the leave had they not been in the Plan. No employee will receive any additional remuneration from the University during the leave period.

Pension

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

Payout

At the commencement of the period of leave, the University shall pay to the participant, in equal instalments on a bi-weekly basis, the monies standing to their credit less any premiums or contributions required during the period of the leave, except as may otherwise be mutually agreed. It is understood that interest is not earned for the period of leave.

Assignment on Return

On return from leave, a participant will, subject to the application of the lay-off and displacement provisions of the Collective Agreement during the period leave, be assigned to the position they held prior to the leave. If the lay-off and displacement provision of the Agreement have application during the leave, they shall apply to the employee in the same manner during the leave, except that notice to the employee may be given to an Officer of the Local Union and any election the employee may make under such provisions may be made on their behalf by an Officer of the Local Union. The employee must return to the University following the leave period for a period not less than the period of absence.

Applicability of Benefits

The 105 days Short Term Disability benefit shall not be available during the leave. Employees shall maintain their Long Term Disability coverage as outlined in Article 17. Vacation shall not be taken during the leave, nor shall vacation credits accumulate during the leave. However, seniority shall accumulate for the entire period of leave, and service for the purpose of otherwise determining the level of vacation entitlement shall include the period of leave.

Withdrawal Rights

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

Leave Postponement

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

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

Interest Accumulation

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

On Leaving Employment

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

Death Clause

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

Early Return

No person shall be compensated for illness or injury suffered during a Prepaid Leave.

However, in the event of an ongoing illness or injury, the employee shall have the right to terminate the leave effective with the first day following two (2) weeks notice provided to the Department of Human Resources. Proof of illness must be substantiated as described in Article 17:02. Upon termination of the leave due to illness or injury, the employee shall be paid in accordance with Article 17:01. Upon termination of the leave, the University will return the employee to active status, and the University shall pay to the employee a lump sum amount equal to monies deferred plus interest less required statutory deductions accrued to the date of the termination of the Plan.

Income Tax

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

18:14 All employees who meet the eligibility requirements for any Leave outlined under the Employment Standards Act shall be granted such leave.

18:15 APRIL 28th DAY OF MOURNING

The Employer shall grant employees two (2) minutes of observation time in recognition of the Day of Mourning.

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" and "B" 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" or "B" as applicable attached hereto. The Thursday pay will reflect work up to and including the previous Sunday. The parties agree that if either a statutory holiday or any holiday observed by a bank is observed during the week in which wages are required to be paid, the same may be paid on Friday of such week. The parties agree that if there should occur a breakdown or shutdown in electronic data transmission or if there should be an illness experienced by a member of the Payroll staff of the University such that it is not possible to make wages available on Thursday, such wages may be paid on Friday of such week. In such event, the Employer agrees to inform the President of the Bargaining Unit of such happening immediately after such happening becomes known to the Employer. Any employee who, upon receipt of their pay statement believes their earnings have been incorrectly computed, will first discuss the matter with their immediate supervisor who will attempt to adjust the employee's remittance with the Payroll Department on behalf of the employee. In the event the Supervisor is unavailable, the employee will discuss the matter with the Executive Director of Facility Services or the Department Head Food Services who will discuss the matter with the Payroll Department on behalf of the employee.

The Employer agrees that payroll deductions shall be made for Government Savings Bonds, The Neighbourhood Credit Union, the United Way and the Development Fund, when written request is made therefore by the employee.

19:03 Any employee required by the Employer to assume duties of a higher paid classification is to be paid at the scheduled minimum rate of the higher classification. The foregoing will not apply where an employee is required only to assist or work as a helper to a member of another classification.

19:04 The Employer agrees to pay a premium of sixty-five ($0.65) cents per hour to any employee required to work a shift commencing after 11:59 a.m. and before 7:59 p.m. They shall be entitled to the said premium for all hours worked by them during the shift. Notwithstanding the foregoing, in the case of an employee whose regularly scheduled shift ends after 4:00 p.m., it is agreed the premium of sixty-five ($0.65) cents per hour will be paid to such employee for all work performed after 4:00 p.m.

19:05 The Employer agrees to pay a premium of seventy-two ($0.72) cents per hour to any employee required to work a shift commencing after 7:59 p.m. and before 5:00 a.m. They shall be entitled to the said premium for all hours worked by them during the shift.

19:06 There shall be no pyramiding of premium, overtime, holiday pay or cost of living allowance.

19:07 Probationary employees on hire shall, during the period of probation, be paid eighty-five percent (85%) to the nearest higher cent of the appropriate classification wage rate set forth in the Wage Schedule attached hereto.

19:08 Employees leaving the service of the University on account of retirement shall be entitled to any retroactive feature as it relates to wages, providing however that they were on the payroll on the termination date of the Agreement.

19:09 An employee who is required to report for work outside their regular schedule of hours shall be paid a minimum of six (6) hours at their regular straight time rate, or the actual hours worked at the appropriate premium payment, whichever is the greater.

19:10 A full time employee who reports for work on the instructions of the Employer shall be paid not less than four (4) hours at their regular straight time rate.

A part time employee who reports for work on the instructions of the Employer shall be paid not more than the number of hours scheduled or four (4) hours at their regular straight time rate, whichever is less.

19:11 Only employees who are regularly scheduled to work on Saturday and Sunday shall be paid eighty five ($0.85) cents per hour.

19:12 **<u>Bi-Weekly Payroll</u>**

The University agrees to administer the bi-weekly payroll as follows:

19:12(a) **There will be a hold-back period of four (4) days. Thursday pays will reflect work up to and including the previous Sunday. In the event there is a holiday on the Monday, the pay day will remain on Thursday. However, it is understood that employees whose pay is calculated by time cards may only receive their regular, anticipated pay on Thursday, with the necessary adjustments being made the next pay date.**

19:12(b) **"Bi-weekly" represents ten (10) working days.**

ARTICLE 20 - PROTECTION OF INTERESTS

20:01 It is the declared intention of the parties 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 agree as follows:

(a) The Employer agrees there will be no contracting out of any bargaining unit work to the extent that no bargaining unit employee employed by the Employer before July 31, **2022** and who has completed their probationary period shall be laid off by reason of the Employer contracting out the work being performed by such employee at the time of the contracting out. The Employer further agrees to notify the Union in advance, where possible, when outside contractors attend on campus.

(b) That in the event of new classifications being created, the regular straight time rates for such classifications will be determined by agreement between the Union and the Employer and failing such agreement, either party hereto shall have recourse to the grievance procedure herein set forth, provided however, that nothing herein shall be construed to prevent the Employer from establishing such new classifications immediately and establishing rates therefore; provided that the agreement reached between the parties or as the result of employment of the grievance procedure shall apply retroactively to the date upon which such new classifications were established.

(c) That the Employer will notify the Union at least three (3) months before any technological change is made having the effect of eliminating a job classification. The Employer and the Union shall meet to discuss such change with the Employer two (2) months in advance.

(d) That supervisory personnel on the staff of the Employer or on the staff of another firm or corporation employed by the Employer to which supervisory or managerial functions are delegated shall not undertake work performed by members of the bargaining unit except in the case of emergencies or for the purpose of giving instruction.

(e) When there may be concerns regarding non-bargaining unit employees performing work of the bargaining unit, the Union President shall notify the Labour Relations Manager and if necessary, meet to review the concern and implement the appropriate action.

(f) It is not the intent of the University to erode the bargaining unit by replacing full-time positions with part-time positions.

(g) Except in the case of those employees employed in the Food Services Department of the University, if there should arise a necessity for a reduction of hours or work, the Employer agrees to utilize the layoff procedure set forth in this Agreement, in place of a general reduction of hours. In the case of employees employed in the

Food Services Department, the Employer may utilize a partial reduction of hours in place of the layoff procedure outlined in this Agreement.

(h) Those individuals excluded from the bargaining unit and who perform bargaining unit duties considered incidental to their position or in conformance with past practice, are not considered in breach of this Agreement.

20:02 **Transition of Bargaining Unit Work**

In the event of a transition of work in which the Employer implements any reduction, closure, transfer or sale of programs, services, or supports, whether in whole or in part, and/or any restructuring, merger and / or amalgamation, whether in whole or in part, the Employer will ensure that:

(a) Employees will be credited with all seniority acquired prior to the change and seniority will be transferred to the new employer.
(b) Employees will be credited with all service acquired prior to the change and all service-based entitlements will be recognized by the new employer.
(c) All work performed by bargaining unit members prior to the change will continue to be performed by bargaining unit members with the new employer.
(d) Conditions of employment and wage rates with the new employer will be no less than that provided by the Employer at the time of such transition.
(e) Placement into positions with the new employer will be on the basis of seniority.

Employees who may be impacted by any such initiative are valued and will be treated fairly and respectfully. The Employer will make best efforts to avoid any negative impact on employees as a result of any such initiative.

20:03 **Qualifications**

Where a transfer, sale, restructuring, merger, or amalgamation, whether or whole or in part, creates a requirement for incumbents in a position to have new or greater education or other qualification, all employees who occupy any such position prior to the change are deemed qualified for that position and such new or greater requirement is waived.

Where any such change creates a preference for employees to have new or greater skills and/or knowledge, the Employer will provide any such Employee with the necessary training and/or education with no loss of pay or benefits.

ARTICLE 21 - SAFETY

21:01(a) The University recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act. R.S.O. 1990, and its accompanying regulations as minimum acceptable standards including but not limited to:

1. Joint Health and Safety Committee (s. 9 of OHSA);
2. Employer Duties (s. 25, 26 of OHSA);

3. Right to Accompany Inspectors (ss. 54(3));
4. Right to Refuse Unsafe Work (s. 43);
5. Dangerous Circumstances (s. 5.45 of 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.

It is the obligation of each employee to report safety hazards to supervisory personnel of the Employer and where reasonable, to take positive measures to correct the same is acknowledged.

Further the parties acknowledge and agree that the institution and maintenance of appropriate safety measures is a proper subject for consideration at meetings between the Union Executive Committee and the Employer and matters relating thereto may be placed upon the Agenda for meetings thereof as and when it is considered appropriate to do so.

21:01(b) Training

All employees will receive WHMIS training and any other training deemed necessary by the Managers of Health and Safety and the **Joint Health and** Safety Committee.

All education and training for employees will be arranged by the Employer.

21:01(c) Disclosure of Information

Safety Data Sheets (SDS) are provided online through the Health and Safety website (www.uwindsor.ca/safety).

21:01(d) No Disciplinary Action

No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Occupational Health and Safety Act.

21:02 The Union shall appoint a member of the Union Executive or Steward Body to the **Joint Health and** Safety Committee, and if meetings are held during working hours, the employee so appointed shall suffer no loss of wages. The Union shall also appoint a Health & Safety Representative on the afternoon shift. The Union shall notify the Labour Relations Manager of the name of its appointees.

21:03 The Employer will provide copies of all accident/incident reports **regarding CUPE 1001 members**. Members of the Safety Committee will also receive **an accident/incident summary of** reports **at each meeting**. The President will also receive copies of accident/incident Reports, forms and correspondence involving Local 1001 members.

21:04 No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions.

21:05 Where one (1) employee is required to work in a building during the afternoon or midnight shift, the Employer will provide a communication device to said employee.

21:06 The Employer will supply all part-time employees with the same training, safety equipment (Personal Protective Equipment), and work equipment available to and required by Full-time employees within the same classification to perform their jobs.

ARTICLE 22 – JOINT RETURN TO WORK

22.01(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.

22.01(b) The Employer and the Union recognize that the Workplace Safety and Insurance Act legislation and the Ontario Human Rights Code place an onus on the Employer to accommodate injured and ill workers.

22.01(c) The Employer will make every reasonable effort pursuant to the provisions of the Ontario Human Rights Code and, where appropriate, WSIA, to accommodate employees with suitable employment, by reviewing, and if necessary, modifying their regular duties.

22.01(d) In order to accommodate an employee said employee's pre-injury/illness position will be considered for modification. The goal will be to return the employee to the essential duties of the pre-injury/illness job. Modified work is temporary employment of a light or modified nature, 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 employee will return to their usual job functions in the near future.

22.01(e) Upon receipt of medical documentation indicating the employee's ability to return to work, the employee will meet with Human Resources, the employee's supervisor and a representative from the Occupational Health and Safety Office, where appropriate, and accompanied by the Union Executive Committee Member to discuss the employee's return to modified duties. The parties recognize the importance of confidentiality of an employee's health information.

22.01(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.

22.01(g) The application of this Article will be pursuant to the Ontario Human Rights Code or WSIB legislation as the case may be. Where there is a conflict between this Article and the relevant legislation, the provisions of the legislation will prevail.

ARTICLE 23 - BENEFITS

23:01 HEALTH BENEFITS

The Employer agrees to pay on behalf of all employees covered by this Agreement 100% of the subscriber rate as may be applicable for the Green Shield Supplemental Plan, the Green Shield Number 3 Prescription Plan (Generic substitution shall be a feature of the Drug Plan) at a $3.00 co-pay, the Green Shield Dental Plan 15 at current O.D.A. rates ($3,500.00 Orthodontist maximum) (Regular dental check-ups to occur once every nine months), Major restorative to a maximum of **65%**) Green Shield Vision Care at **$425.00**

(**$450.00** effective August 1, **2023; $475.00 effective August 1, 2024**) plus one eye exam every 24 months, the Long Term Salary-Wage Continuance Insurance Plan, and Green Shield E.H.B. Plan T4 (which shall include eligibility for PSA test annually, C125 test annually, private room coverage to a maximum of $2500.00 per year, Private Duty Nurse to a maximum of $20,000.000 per annum, chiropractic coverage to a maximum of $600.00 per year, massage therapy to a maximum of $800.00 per year and coverage for incontinence products). The parties agree to continue to investigate drug formularies which will remove certain over-the-counter drugs from the drug program. Audio hearing tests to a maximum of $75.00 over five (5) years, digital programmable hearing aid coverage of $1000.00 per every five (5) years. Physiotherapy to a maximum of **$825.00** per annum **($850.00 effective August 1, 2023; $875.00 effective August 1, 2024)**. The parties further agree to the implementation of the plan as established by the Committee, provided said plan has been unanimously agreed upon by the Committee. The Employer may tender the exact specifications of any or all of the Green Shield Supplemental Plan, the Green Shield Number 3 Prescription Plan, the Green Shield Dental Plan 15, the Green Shield Vision Care Plan, the Green Shield E.H.B. Plan T4 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.

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

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

23:02(a) 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 be paid on the basis of a one hundred percent (100%) contribution by the Employer. The two (2) times annual base wage mentioned above is to be calculated by multiplying the employee's negotiated base hourly wages as it may be from time to time, by two thousand and eighty (2,080) hours, times two (2), and then rounding the resultant amount to the next highest five hundred dollars ($500.00).

23.02(b) Further, the Employer agrees to provide members of the bargaining unit with a five thousand dollar ($5,000.00) death benefit allowance at age sixty-five (65) effective July 1, 1991.

23:03 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 hired on or after November 9, 1981, shall pay the employee's portion of the premium.

23:04(a) The Letter of Intent concerning Pension Plan between the University of Windsor and The Canadian Union of Public Employees, Local 1001 signed May 1, 1989 be incorporated into this Collective Agreement as an Appendix.

23:04(b) For Pension Plan purposes, the "normal retirement date" for employees shall be at the

commencement of the first of the month following the member's sixty-fifth (65th) birthday. It shall remain the responsibility of the employee to inform the Union and the Employer of the employee's intentions when electing to retire or to continue working past the "normal retirement date".

23:04(c) University Contributions to Local 1001 Plan

The University agrees to contribute to the Local 1001 Plan for each plan year ending on and after the Effective Date, at such times as are required to comply with Applicable Laws, an amount which formula the parties agree is as follows:

(a) 6% of that portion of their Earnings in each year up to the Year's Basic Exemption; plus

(b) 4.2% of that portion of their Earnings in each year that is in excess of the Year's Basic Exemption but only up to the Year's Maximum Pensionable Earnings; plus

(c) 6% of that portion of their Earnings in each year in excess of the Year's Maximum Pensionable Earnings.

For the period August 1, 2013 to July 31, 2014, the University contributions will be as follows:

(a) 7% of that portion of their Earnings in each year up to the Year's Basic Exemption; plus

(b) 5.2% of that portion of their Earnings in each year that is in excess of the Year's Basic Exemption but only up to the Year's Maximum Pensionable Earnings; plus

(c) 7% of that portion of their Earnings in each year in excess of the Year's Maximum Pensionable Earnings

Effective August 1, 2016 the University contributions will be as follows:

(a) 9% of that portion of their Earnings in each year up to the Year's Basic Exemption; plus

(b) 6.4% of that portion of their Earnings in each year that is in excess of the Year's Basic Exemption but only up to the Year's Maximum Pensionable Earnings; plus

(c) 9% of that portion of their Earnings in each year in excess of the Year's Maximum Pensionable Earnings

For greater certainty, the amounts required to be contributed by the University to the Local 1001 Plan pursuant to this Article shall, at all times after the Effective Date, be calculated on the basis specified herein without regard to any amendment made to the Local 1001 Plan, including amendments to the contribution formula or the benefit formula thereunder, and without regard to any unfunded liability, solvency deficiency or surplus assets arising under the Local 1001 Plan, or any legislative changes enacted after the Effective Date. Such amounts may be paid by the University by forwarding same by cheque or other negotiable instrument to the Funding Agent of the Local 1001 Plan.

The University further agrees to contribute the rates herein negotiated for those employees receiving Workplace Safety and Insurance Board Benefits based on their regular earnings, subject to Article 17:03, provided that the Union agrees to allow full pension credits for such employees by including such in the Pension Plan Text under its sponsorship.

Required Contributions by Members
Subject to the provisions of the Plan Text of the Pension Plan for the Members of Canadian Union of Public Employees, Local 1001.

23:04(d) (Part-Time Members Only)

Pension Plan for Members of Canadian Union of Public Employees, Local 1001:

ELIGIBILITY
An Employee who is a member of the Union and is employed on a less than full-time basis is eligible to become a member on the first day of the month coincident with or next following the completion of 24 months of Continuous Service, provided that they have:

(1) earned at least 35% of the Year's Maximum Pensionable Earnings;
or
(2) worked at least 700 hours

REQUIRED CONTRIBUTIONS BY MEMBERS

Subject to the provisions of the Plan Text of the Pension Plan for the Members of Canadian Union of Public Employees, Local 1001.

CONTRIBUTIONS BY THE UNIVERSITY

(a) 6% of that portion of their Earnings in each year up to the Year's Basic Exemption; plus

(b) 4.2% of that portion of their Earnings in each year that is in excess of the Year's Basic Exemption but only up to the Year's Maximum Pensionable Earnings; plus

(c) 6% of that portion of their Earnings in each year in excess of the Year's Maximum Pensionable Earnings

For the period August 1, 2013 to July 31, 2014, the University contributions will be as follows:

(a) 7% of that portion of their Earnings in each year up to the Year's Basic Exemption; plus

(b) 5.2% of that portion of their Earnings in each year that is in excess of the Year's Basic Exemption but only up to the Year's Maximum Pensionable Earnings; plus

(c) 7% of that portion of their Earnings in each year in excess of the Year's Maximum Pensionable Earnings.

Effective August 1, 2016 the University contributions will be as follows:

(a) 9% of that portion of their Earnings in each year up to the Year's Basic Exemption; plus

(b) 6.4% of that portion of their Earnings in each year that is in excess of the Year's Basic Exemption but only up to the Year's Maximum Pensionable Earnings; plus

(c) 9% of that portion of their Earnings in each year in excess of the Year's Maximum Pensionable Earnings

NOTIFICATION OF ELIGIBILITY

The Employer will provide, to the Trustees of the CUPE 1001 Pension Plan, an annual report indicating all part time members not enrolled in the pension plan. Such report shall also include the members' seniority dates and the total number of hours worked within each of the previous two (2) calendar years.

The Trustees of the C.U.P.E. Local 1001 Pension Plan will be responsible for notifying the University of those eligible part-time members who desire to join the plan.

23:05 The Employer agrees to provide Workplace Safety and Insurance Board benefits for employees in the bargaining unit.

23:06 Except as otherwise herein provided the foregoing payments shall be made by the Employer only so long as the employee is working under the terms of this Agreement.

23:07 The Employer agrees to provide reasonable work for those members of the bargaining unit who have received Workplace Safety and Insurance Board wage payments as a result of an injury incurred while performing work for the Employer, and are subsequently disqualified by the Workplace Safety and Insurance Board from receiving further wage payments. The employee shall make written application to the Employer for such work within thirty (30) days of official notice being received from the Workplace Safety and Insurance Board that the employee is disqualified from further wage payments. The Employer must provide such work within thirty (30) days following receipt of an employee's written request. If an employee rejects the job of work made available by the Employer, the entire obligation of the Employer with reference to this Article is terminated. It is agreed if the provided work is to be permanently performed outside the bargaining unit, employees engaging in such work shall no longer be covered by the provisions of this Agreement. The Employer agrees to use its best efforts to provide reasonable work which they are qualified to perform for members of the bargaining unit who have not reached their sixty-fifth (65th) birthday and who have been disqualified from receiving Long Term **Disability Income Replacement** Insurance Benefits.

23:08(a) 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:

Qualifications for Payment	Total Annual Payment
Upon completion of five (5) years and less than ten (10) years' service:	$50.00
Upon completion of ten (10) years and less than fifteen (15) years' service:	$100.00
Upon completion of fifteen (15) years and less than twenty (20) years' service:	$150.00
Upon completion of twenty (20) years' service or more:	$200.00

23.08(b) **In recognition of part-time employees' service to the University of Windsor, employees having attained 10, 15, 20, 25, 30, or 35 years of continuous part-time service as of December 31 each year will receive a fifty dollar ($50.00) payment on the first pay after December 1st.**

23:09 The Employer agrees to provide Green Shield Number 3 Prescription Plan coverage at a $2.00 co-pay 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.

23:10(a) 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 legal spouse and dependants to the age of 21.

23:10(b) The University agrees to provide coverage of all benefits listed under Article 23:01 with the exception of Long Term **Disability Income Replacement Insurance** 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).

23:11 Tuition Remission:

(a) Full-time employees employed within the bargaining unit described in Article 3 of this Agreement and, with the employee's written consent, their dependent(s) and legal spouse are eligible for free tuition for credit course(s) approved by the Senate of the University of Windsor, provided such course(s) are taken outside the employee's scheduled working hours. Dependents are defined as children of 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 request, or children not over the age of twenty-six (26) to whom the employee provides regular financial support.

(b) Employees receiving benefits under the Long-Term Disability Plan, their legal spouses and dependents, the legal spouses and dependents of employees who die in service, and employees who retire from the University of Windsor and their spouses and dependents shall also continue to enjoy the benefit of free tuition for credit courses approved by the Senate of the University of Windsor.

Dependents are defined as children 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 Director of Human Resources for their approval or a designate's approval.

23:12 Part-Time Employees

Part-time employees who wish to join the Green Shield Benefits Package must agree to the following in order to be eligible:

(1) Employees can enrol each September or on beginning of month after date of hire.
(2) Employees are eligible to enroll in any of the individual components of the Green Shield Package.
(3) Annual premium costs must be paid over September to April employment period.
(4) Employee pays entire premium costs.
(5) If laid off in December and not recalled until September of the following year, benefits continue until end of February and employee must pre-pay March to August period and must re-enrol in September to continue coverage.
(6) If terminated in December, benefits will end in December and a refund will be given for the following January and February. (This procedure will be followed after any termination).

23:13 Retiree Benefits – Full-time employees who retire between the age of 55 and Normal Retirement date (age 65) and who commence receiving a pension shall continue to receive benefit coverage as per Article 23:01 applicable at the time they retires until attaining the age 65. All related premiums will be paid by the University. Upon attainment of age 65, retirees shall have the option of purchasing the University of Windsor Administrative Retirees benefits plan in addition to the benefits outlined in Article 23:09.

ARTICLE 24 - CLOTHING

24:01(a) Food Services Staff Uniforms

1. All Cooks and Cook's Helpers: The Employer will supply the aforementioned with one clean uniform for each shift consisting of Chef's jacket, pants and apron at the Department's expense.

2. All Production Staff including Pizza Cook and the two General Cafeteria positions (sandwich production in main kitchen): The Employer will supply kitchen whites (of their choice) to each employee. The Employer will also supply a clean laundered chef's apron per shift at no expense to the staff.

3. The Employer will pay all Food Service Staff for one pair of black safety shoes (not boots) to a maximum of one hundred ten dollars ($110.00) in each year of the Collective Agreement providing they are made with a non-slip sole. The foregoing shall be applicable to General Cafeteria working non-production.

4. All Service Staff (General Cafeteria): The Employer will supply three uniforms

annually of the Employer's choice of colour and style to correspond with the decor of the outlet the Employee is working in. The Uniform will consist of three tops, three pants or skirts (employee's choice), three aprons and one hat. It will be the Employee's responsibility to keep their uniforms clean.

5. Porter I: The Employer will supply the Porter I's with three shirts, at least one (1) shall be short sleeved, three pairs of pants, one uniform jacket, one winter coat, one all-weather coat (raincoat), one pair winter boots and one pair of gloves. The style and colour and accessories to be the Employer's choice with the objective being to present a professional image to our customers. It will be the Porter I's responsibility to keep these uniforms clean and in good repair.

6. Porters: The Employer will supply Porters with three shirts, at least one (1) shall be short sleeved, and three pairs of pants of the Employer's choice of colour, style and accessories. In addition, the Employer will supply the Porters with the use of a winter coat to be kept within the Department for emergency purposes requiring them to go outdoors. The Porter's coat will be maintained in a sanitary condition at the expense of the Employer. It is the Employee's responsibility to maintain their own uniforms. The Employer will pay for their safety shoes as outlined in point 3 above. **An account will be set up at an approved vendor so that the Porters can pick up uniforms.**

Those on L.T.D., Workplace Safety and Insurance Board benefit or a Leave of Absence without pay will not be able to claim uniform allowance, where they have been absent for twelve (12) consecutive months.

24:01(b) The Employer agrees to provide three (3) uniforms in each twelve (12) month period* for all members of the bargaining unit, in the Maintenance, Grounds** and Housekeeping*** Departments. The Employer and Union agree to the system whereby:

(i) The University will designate a supplier from a list of three (3) mutually determined between the University and the Union. To be reviewed annually.

(ii) The University will provide the supplier with a list of all Union members entitled to clothing allowance.

(iii) Colours to be determined by the Employer.

(iv) The uniforms **will be available to** be picked up by the employees in the month of March. Groundskeeper shall also receive a hat and a parka once in every two (2) years. The University will provide a spring/fall jacket to the Groundskeeper once in every two (2) years. There shall be a committee established of Union and Management representatives to consider and recommend on colour and specifications. Such uniforms shall be laundered and maintained by the employee. The Employer initially will assign one (1) pair of rubber boots to each Groundskeeper. Such rubber boots will remain the property of the Employer and will be replaced when required in the opinion of the Employer. **The Employer will provide winter boots to each Groundskeeper on a biannual basis from October of their first year of employment in the classification.**

Those on L.T.D., Workplace Safety and Insurance Board benefits or a Leave of Absence

without pay will not be able to claim uniform allowance where they have been absent for twelve (12) consecutive months.

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

** Grounds staff will have the choice of two (2) T-shirts and two (2) or three (3) regular shirts once every year. Grounds will be provided with one (1) additional pants and one (1) additional shirt totalling four (4) uniforms per year.

***Housekeepers will be provided with pants and smocks.

Employees shall be permitted to substitute one (1) pair of pants with a pair of walking shorts and one (1) regular shirt with a sweatshirt, one (1) jacket for a vest of comparable value. Housekeepers will be permitted to wear walking shorts and sweatshirts.

24:01(c) Part-Time Employees

All part-time probationary employees will be required, as a condition of their employment, to purchase through the Employer a minimum of one shirt if their job assignment is less than three shifts per week and a minimum of two shirts if their job assignment is three or more shifts per week at the Employer's cost not to exceed twenty-five dollars ($25.00). Such monies will be reimbursed upon the employee having completed probation. Uniform style and colour is at the discretion of the Employer.

All part-time employees including probationary employees, will be required as a condition of their employment, to purchase through an approved supplier, one pair of black non slip shoes, to a maximum of seventy dollars ($70.00) every twenty-four months. Such monies will be reimbursed upon the employee having completed probation.

For part-time positions, based on the employee's August sign up position, which require safety shoes, the Employer will provide 50% of the full time coverage towards the purchase of such safety shoes.

(i) PORTER/DRIVERS: On or before each September 15th, employees who are scheduled and appear for work shall be issued, at the Employer's expense, two tops. Each employee is responsible for the care and maintenance of these items. Each unit shall have one raincoat and one winter parka available for those scheduled. Black work/dress/cargo pants must be supplied by the employee and kept clean and in good repair. Replacement costs of uniforms will be paid by the employee.

(ii) PRODUCTION STAFF: The Employer will supply one clean uniform for each shift at the Employer's expense.

(iii) WAIT STAFF: On or before each September 15th, employees who are scheduled and appear for work shall be issued, at the Employer's expense, two tops, one tie, and one vest or cummerbund. Black work/dress pants or skirts must be supplied by the employee and kept clean and in good repair. Replacement costs of uniforms will be paid by the employee.

(iv) SERVER STAFF: On or before each September 15th, employees who are

scheduled and appear for work shall be issued, at the Employer's expense, two tops, one apron, and one hat. Black work/dress pants or skirts must be supplied by the employee and kept clean and in good repair. Replacement costs of uniforms will be paid by the employee.

(v) CUSTODIANS/HOUSEKEEPERS: The Employer will make available two (2) shirts, two (2) pairs of pants or two (2) sets of scrubs to employees who have work assignments of six (6) months or greater.

Those on Workplace Safety and Insurance Board benefits or a Leave of Absence without pay will not be able to claim uniform allowance where they have been absent for twelve (12) consecutive months.

24:02 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.

24:03 The Employer agrees to provide Housekeepers with suitable winter **or spring** jackets every four (4) years upon the return of the old jacket or earlier if the jacket is no longer serviceable. Housekeepers will be permitted to retain two (2) jackets before being required to turn in their old jacket for charity.

The University will provide a winter jacket for part-time Porters/Drivers once during the life of this Collective Agreement.

The University will provide a winter jacket for part-time Custodians/Housekeepers once during the life of this Collective Agreement.

24:04 a) The Employer agrees to provide members of the bargaining unit with coveralls, safety rubber boots, rainwear and gloves whenever necessary. More particularly, the Employer agrees to make available to each Custodian, Housekeeper and Porter a pair of safety rubber boots in their size - such safety rubber boots to remain the property of the Employer and to be kept on the Employer's premises.

Each Groundskeeper shall be provided one set of coveralls in their size which shall remain the property of the Employer and remain on the Employer's premises.

b) Part-Time Employees
The Employer will make safety rubber boots and disinfectant spray available in supervisors' office for distribution as required. The Employer will determine how many pairs are required.

24:05 The Employer agrees to provide those Stock Clerks required to operate mobile units and each person employed in the classifications of Helper and Locksmith-with suitable winter and summer jackets. Custodial employees will be provided with suitable winter jackets. Such jackets are to be provided every two (2) years.

Custodian winter jackets shall be turned in prior to a new jacket being provided. New employees in the classification Custodian who have not previously received a winter jacket shall be allowed to retain their initial jacket issue before being required to turn in

their previous issue. Turned in jackets will be donated to charities.

The Employer agrees to provide three (3) pairs of thermal coveralls which will be kept in the stockroom for use in inclement weather conditions. The Stockroom Clerks will be responsible for the safe keeping and laundering of these coveralls. In addition, once every three (3) years, Helpers may trade a uniform (one (1) shirt and one (1) pair of pants) for thermal coveralls.

24:06(a) The Employer agrees to provide a maximum of **one hundred and forty** dollars **($140.00)** in each year of the Collective Agreement upon the presentation of an authorized receipt, towards the purchase of safety shoes for bargaining unit employees designated by the University Safety Manager. It is clearly understood that the Cook and Cook's Helper, Porter and Porter **I, Custodian and Housekeeper** will be designated persons. This allowance shall be made payable by February 8th in each year.

24.06(b) The Employer agrees to provide a maximum of two hundred and twenty-five dollars ($225.00) in each year of the Collective Agreement upon presentation of an authorized receipt for the bargaining unit members in the Grounds and Maintenance Department for the purchase of safety shoes and **a maximum of two hundred and twenty-five dollars ($225.00) every other year for the purchase of** winter safety boots.

ARTICLE 25 - GENERAL CONDITIONS

25:01 The Employer shall use its best efforts to provide suitable accommodation for employees to have their meals and keep their clothes. It is agreed employees will use these accommodations or other on-campus eating facilities unless leaving the campus, at which time such employees shall punch the time clock in and out.

25:02 The Union shall have the right to post notices of interest to its members on one sliding glass locking type bulletin board at each time clock to be provided by the Employer for this purpose. The Employer shall provide a bulletin board in the Odette Building and the C.A.W. Centre (Food Services Kitchen) and any satellite locations having a punch clock for Union postings.

25:03 It shall be the obligation of each employee covered under the terms of this agreement to inform the Labour Relations Manager in writing of their current residential address and telephone number. The employee shall provide two (2) copies of said change which will be date stamped by the Department of Human Resources. One such copy will be returned to the employee. The Employer shall provide the most recent contact information to all departmental managers.

25:04 It is agreed between the parties that the President of Local 1001 will suffer no loss of wages whenever they is requested by a proper University official to attend upon that official for discussion purposes. It is further agreed the President of Local 1001 shall be allowed the last four (4) hours of their shift five (5) days of each week with pay, as mutually agreed upon by the President of Local 1001 and their Manager, for the purpose of conducting Union business and may be assigned to the day shift if it does not in the opinion of the University entail the displacement of a member in their department currently on the day shift. The University will provide suitable office space at a rental rate comparable to the space provided. Meetings will be scheduled to occur during the Local President's Union time, whenever possible.

Should the President be absent and unable to fulfil their duties for a period of **one week/seven (7)** days or more, then the University shall recognize the Vice-President for purposes of this Article.

25:05 The Presidents of the five (5) non-academic Bargaining Units on campus shall appoint from their number on a rotating basis one (1) person to serve as a representative to the Parking Committee of the University, and the President of Local 1001, if appointed as such person, shall suffer no loss of wages if the meetings of the Parking Committee are held during the President's working hours. Each person so appointed shall serve no more than sixty (60) months in such capacity.

25:06 The Employer agrees to make every effort to provide parking space for each member of the Bargaining Unit requesting the same, in the lot nearest the employees' punch clocks.

25:07 If any 'emergency' section of any clause of this Agreement is implemented by the Employer, the Employer will notify the Union in writing within twenty-four (24) hours stating reasons for the emergency.

25:08 If the Employer requires an employee to obtain or retain any special licences or certifications, excluding an Ontario Class "G" Driver's Licence, such employee shall be reimbursed for all reasonable expenses related thereto.

Where an employee is required to obtain a driver's abstract for a position requiring a valid driver's licence and the abstract is confirmed acceptable by the Employer's insurance provider, the employee will be reimbursed for the cost of the abstract. Where the abstract is not approved by the carrier, the employee will be deemed unsuitable for the position and will not be reimbursed for the cost of the abstract.

ARTICLE 26 - COPIES OF AGREEMENT

26:01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, **recognizing our combined commitment to environmental sustainability efforts, the Collective Agreement will be available on the University's and CUPE 1001's website. Should** the Union **or an employee require a printed copy, they may contact Human Resources.**

ARTICLE 27 - APPRENTICESHIP PLAN

27:01 The Employer and the Union agree that an Apprenticeship Training Program may be established by the Employer in accordance with the provisions of the Trades Qualification and Apprenticeship Act, R.S.O. 1990, c. T.17.

27:02 An advisory committee shall be established encompassing not more than two representatives from (1) the Office of Facility Services or Food Services as applicable, (2) The Union (one person must represent the trade concerned) and (3) The Department of Human Resources. The Committee will insure the rules and regulations concerning the procedures of the Apprenticeship Training Program are adhered to by all parties. Employees attending meetings within their working hours shall suffer no loss of wages.

27:03 When a position is established under the Apprenticeship Training Program the Employer

shall notify the Union in writing and post notice of the position on all bulletin boards herein provided for, for a minimum of seven (7) calendar days. The Employer shall consider only the ability, knowledge and aptitude of the applicants to do the job in determining who if any is selected to the position.

27:04 A person working under the Apprenticeship Training Program shall be considered to be on probation for **sixty (60) working** days following their employment, at the conclusion of which they will be indentured as an Apprentice.

27:05 As per Ontario legislation, the Apprentice employee shall be paid a minimum wage rate as per their apprenticeship as set forth in Ontario Legislation.

27:06 Upon satisfactory completion of the probation period, the Apprentice will be granted seniority back to the date of hire in the Apprenticeship Classification.

ARTICLE 28 - TERM OF AGREEMENT

28:01 This Agreement shall be binding and remain in effect from the 1st day of August, **2022** to the 31st day of July, **2028** and shall continue from year to year thereafter unless either the Union and/or the Employer being desirous of changes or amendments hereto shall, not more than ninety (90) days but not less than thirty (30) days prior to the 31st day of July, **2028**, submit to the other party a notice in writing setting forth its desire to amend or terminate the Agreement. Within ten (10) days of receipt of such notice by one party the other party shall enter into negotiations 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 29 - MISCELLANEOUS

29:01 The Employer agrees to replace hand tools broken on the job, such replacement to be made by the Employer on the basis of providing a tool of like value on presentation of the broken tool.

29:02 The University agrees to provide transportation for members of the bargaining unit whenever such transportation is required in the opinion of the Employer.

29:03 The parties are agreed those job descriptions mentioned in the Letter of Intent between the parties dated the 22nd day of April, 1974 or as amended by the parties from time to time thereafter shall continue in full force and use for the terms of the within Contractual Agreement. The parties are further agreed that upon signing of the within Contractual Agreement, the parties shall meet for the purpose of reviewing each of the job descriptions mentioned herein and further, that as many job descriptions as the parties may agree to amend, such amended job descriptions shall be implemented immediately.

29:04 The Employer shall not require any employee who has been assigned additional duties in the absence of another employee to complete the regular duties that is expected from two (2) employees. It is also expected of the employee, as is expected of all employees, that the shift be spent productively.

ARTICLE 30 - COST OF LIVING ALLOWANCE

30:01 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 February 2016.

The first (1st) cost of living adjustment shall be based on the Consumer Price Index of May, 2016, and each three (3) months thereafter compared to the base Consumer Price Index for February 2016.

Cost of living adjustments shall be made on pay periods commencing 11:59 p.m. on the following dates: July 5, 2016; October 11, 2016; January 17, 2017; and April 10, 2017.

The cost of living rate adjustment shall be One ($0.01) Cent 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 February, 2016, minus 2.5 points provide a basis for further reduction in the straight time rates 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 pay, paid leave of absence and Workplace Safety and Insurance Board payments.

The amount of cost of living allowance shall be included in computing overtime pay except that there shall be no pyramiding as stated in Article 19:06 of this Agreement.

As of June 30, 2016, the cost of living rate adjustment less five cents ($0.05)* will be added to the base rates set forth in Schedule "A" in order to create new base rates - said new base rates to be effective as of July 1, 2016.

Upon creation of new base rates as provided in the preceding paragraph, a new base Consumer Price Index shall be established and shall be calculated as being the Consumer Price Index for February 2016 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 ($0.05) referred to was folded into the Base Hourly Wage Rates noted in Schedule "A" effective July 1, 1986.

LETTER OF UNDERSTANDING REGARDING ABSENTEEISM

The University of Windsor and C.U.P.E., Local 1001 recognize that some employees in the bargaining unit are using the Sick Leave Plan for illness and various medical appointments above the normal average within the University staff.

The Union believes it is the duty of the Employer to manage the Sick Leave Plan and the Union's duty to represent their members eligible to receive sick pay to the best of their ability.

To assist the Employer with their concern over the use of the Plan and to protect the interest of the members against any possible erosion of the existing Plan, the Union agrees to counsel all employees by letter and by presentations at general meetings on the need for regular attendance. Further, the Union will encourage members, whenever possible, to schedule appointments after their shift has concluded or as near to the end of their shift as possible.

LETTER OF UNDERSTANDING RE: EMPLOYMENT EQUITY

The parties agree to participate in the Joint University-wide Employment Equity Co-ordinating Committee (consisting of representatives from Unifor, Local 2458, Unifor, Local 2458-Engineers, Unifor Local 2458 Part Time, C.U.P.E. Local 1393, C.U.P.E. Local 1001, C.U.P.E. Local 4580 (GA/TA), Unifor Local 195, U.W.F.A., and Non-Union Administration) to address issues concerning employment equity at the University of Windsor. The parties also agree to proceed with the University of Windsor's Employment Equity Plan, in accordance with the Federal Contractors Program. Decisions of such Committee/Subcommittees must be ratified by each individual constituency as applicable (Unifor, Local 2458, Unifor, Local 2458-Engineers, Unifor, Local 2458 Part Time, CUPE Local 1393, CUPE Local 1001, C.U.P.E. Local 4580 (GA/TA), Unifor Local **444**, UWFA, and Non-Union Administration).

LETTER OF INTENT CONCERNING PENSION PLAN BETWEEN

THE UNIVERSITY OF WINDSOR

(Hereinafter the University)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1001

(Hereinafter CUPE Local 1001)

Whereas the parties have entered into negotiations regarding the operation of the pension plan as the final item to be resolved in the renewal of the Collective Agreement;

And whereas the parties have reached general agreement respecting certain key principles for the future operation of the pension, as follows:

1. The complete and entire responsibility for pension plan design, pension plan funding other than described in part 2, pension plan administration, the portfolio management of pension monies held in Trust, and the pension plan trusteeship shall be transferred from the University of Windsor to the Canadian Union of Public Employees Local 1001 and its duly authorized agents or trustees.

2. The University's sole obligation is to make contributions to the new Pension Plan, provided that CUPE Local 1001 has entered into and maintains in force, a Pension Trust Agreement with a Pension Plan Text that is approved by both the Financial Services Commission of Ontario and the Canadian Revenue Agency.

3. Existing and Subsequent CUPE Local 1001 Pensioners - the full and entire pension responsibility for all current and subsequent CUPE Local 1001 pensioners shall be transferred to CUPE Local 1001 and their designated agents and trustees.

4. Indemnification - CUPE Local 1001 agrees to indemnify and save harmless the University of Windsor from any matter arising from the Pension Plan subject to the University of Windsor satisfying its responsibilities under this Article 23.

5. Transfer of Existing Pension Assets - In order for CUPE Local 1001 to meet the Pension obligations pursuant to the foregoing, monies will be transferred to the Trustees of Local 1001 from the existing Pension Plan, being the "University of Windsor Employees' Retirement Plan", at a time and manner to be determined by the parties; the amount of such monies shall be determined by the Actuaries representing the interests of all parties affected by such a transfer (CUPE Local 1001, The University of Windsor, and the Ad Hoc Pension Committee) and shall be in accordance with the rules, regulations and requirements of the Pension Commission of Ontario and the Department of National Revenue. Once transferred to the Pension Trust, monies will be utilized at the sole discretion of the Trustee.

6. Contribution Rate - The University agrees to contribute to the new Pension Plan, as established by CUPE Local 1001, at the following rates for full-time employees and those eligible part-time employees who are members of the Plan in accordance with the formula specified in Article 22:04.

   It is agreed that CUPE Local 1001 and its Trustees are empowered to alter the Union's contributions.

7. Normal Retirement Date - The normal retirement date shall continue to be age 65.

8. Disabled Members - A Member who, by reason of a disability, is in receipt of salary continuance benefits under an insured plan sponsored by the University shall continue to have contributions made on their behalf by the University.

   Employees shall continue to belong to the "University of Windsor Employees' Retirement Plan" and such employees will receive the same benefit level as was negotiated with the Ad Hoc Committee until the effective date of the new Local 1001 sponsored plan.

   Further, terms and conditions of the new pension arrangement shall be determined by the respective parties through continued negotiations. Final agreement respecting the terms and conditions of the new pension arrangement shall be subject to the ratification by the principals of the parties and subject to the approval of the Pension Commission of Ontario and the Department of National Revenue. The resulting agreement with respect to the new pension program shall be appended to this Collective Agreement.

   Now, therefore, given that the parties hereto have agreed upon some general principles and do undertake to negotiate and effect a transfer of pension monies into a newly constituted pension program, under the care and auspices of CUPE Local 1001.

Then it is agreed that the renewal contract negotiations are considered to be completed subject to the ratification of the principals of the respective parties.

STATEMENT OF CLARIFICATION RESPECTING THE "LETTER OF INTENT CONCERNING PENSION PLAN" DATED MAY 1, 1989

This statement serves to clarify that the parties agree to implement a contribution formula of 4.2% on earnings subject to C.P.P. and 6% on all monies not subject to C.P.P. retroactive to August 1, 1988. It is agreed that this represents the intentions of the parties at date of signing of the Letter of Intent concerning Pension Plan. Effective August 1, 2013, the contribution formula shall be as specified in Article 23:04.

Given this understanding, it is further agreed that:

1. Any retroactive pension contributions relating to the above shall be paid either from any retroactive wage adjustments or if necessary, from current wages negotiated as a result of renewal bargaining.

2. It is further agreed that the University will make available benefit continuation for CUPE 1001 members who retire prior to the normal retirement date or under the conditions of a Voluntary Early Retirement Plan (VERP) of the CUPE 1001 Pension Plan but expiring at the age of 65. The University shall be reimbursed within 30 calendar days from the date of invoice for the full cost of such benefits from CUPE Local 1001.

LETTER OF UNDERSTANDING RE: PENSION NEGOTIATIONS

Notwithstanding any agreements outside of this Collective Agreement, it is understood and agreed that the parties continue to enjoy their existing bargaining rights with respect to pensions, i.e. the parties may tender proposals during renewal contract bargaining on any matters including pensions.

LETTER OF UNDERSTANDING REGARDING STAFF REPLACEMENTS

The University is prepared to undertake the following practices:

a) replace employees after 105 days immediately following day 105;

b) replace employees on Workplace Safety and Insurance Board benefits

c) replace employees on extended unpaid leave of absence (20 working days or more).

d) It is not the intent of the University to erode the Bargaining Unit by replacing full-time positions with part-time positions.

The University is committed to fulfill its obligation to replace employees based on the following understanding:

For the period of September 1 to April 30, vacancies will be filled by temporary postings and for the period of May 1 to August 31, the Employer will move those full-time employees within the applicable job classification in order to prevent the layoff of full-time employees.

LETTER OF UNDERSTANDING REGARDING PART-TIME WORK ASSIGNMENTS

By entering into this agreement, the parties confirm their commitment to the self operated means of providing quality, service oriented, economically viable Food Services. Further, the parties have discussed at length the issue of maximizing the employment opportunities for those employees on the active seniority list during the life of this agreement.

The Employer agrees to the following composition of Part-time work assignments, within the Food Services department (exclusive of catering) for the period August 1, 2016 to July 31, 2022:

1. A minimum of 25% of all Food Services work assignments (positions/shifts) shall be 20 hour per week shifts.
2. A minimum of 25% of all Food Services work assignments (positions/shifts) shall be in the range of 19-15 hour per week shifts.

LETTER OF UNDERSTANDING RE: DRIVING IN THE MAINTENANCE DEPARTMENT

Pursuant to the job description **dated** January 23, 1986, the parties recognize that it is the primary responsibility of Local 1001 Maintenance Helpers to transport materials on the University of Windsor Campus. **This includes bringing materials to Trades employees within CUPE 1393 while they are working on a job.**

It is further recognized that Maintenance Helpers shall assist Trades employees with their trade-related work as needed. In such circumstances, the Maintenance Helper will also be responsible for driving the Trades employee to and from the job.

The Employer confirms its commitment to the role of the Maintenance Helper and in this regard, guarantees that during the life of this Collective Agreement, there shall be no less than a combined total of nine (9) Maintenance Helpers and Stock Clerks employed by the University. Should a vacancy arise such that the number of Maintenance Helper and Stock Clerk positions drops below nine (9), the Employer shall ensure the position is filled in accordance with the Collective Agreement.

LETTER OF UNDERSTANDING RE: RENTAL UNIT LAWN MAINTENANCE

The University agrees that lawn maintenance of University rental housing will be assigned to the Grounds Department effective January 1, 2008.

LETTER OF UNDERSTANDING RE: FULL AND PART-TIME POSITION COMPLEMENT IN THE HOUSEKEEPING DEPARTMENT

The parties agree the total regularly scheduled hours of work available to part-time Housekeeping staff will not exceed 15% of the total regularly scheduled hours of the full-time Housekeeping staff.

The parties further agree that the Employer will not employ more than 3 part-time on-call Housekeeping positions.

LETTER OF UNDERSTANDING REGARDING GRATUITIES IN THE CATERING DEPARTMENT

The parties agree that whenever a gratuity is offered by a customer, it will be passed on to Catering staff working said customer's event. No portion of the gratuity will be retained or used by the Employer.

LETTER OF UNDERSTANDING RE: POSTING FOR FULL-TIME COOK

During the 2010 negotiations, the parties discussed at length the concern regarding full time Cooks entering the bargaining unit and subsequently posting into permanent and temporary full time positions in other classifications.

Notwithstanding Article 9:01(a), no employee hired into a full time Cook position after August 1, 2010 and possessing less than six (6) years of bargaining unit seniority, shall be permitted to post into another position for a period of six (6) years.

The provision does not apply to temporary positions posted during the **seasonal** layoff period.

LETTER OF UNDERSTANDING RE: CEI BUILDING

During 2010-2011 collective bargaining, the University and the Union had discussions regarding the staffing for the new Centre for Engineering Innovation facility. This letter confirms that the University will utilize CUPE 1001 members to perform all services normally provided by this bargaining unit.

LETTER OF UNDERSTANDING RE: ARTICLE 20:01(a)

The University confirms that no employee will be laid off or lose their position as a result of contracting out.

LETTER OF UNDERSTANDING RE: INNOVATION CENTRE

The University confirms that part-time CUPE 1001 Custodial staff will be hired to service the Innovation Centre save and except the financial institution.

LETTER OF UNDERSTANDING RE CUPE 1393 BENEFIT PARITY

The parties hereby agree that effective August 1, 2025, the Employer shall adjust the benefit levels for the following coverages to achieve parity with CUPE 1393's benefits at that time:

(1) Physiotherapy;
(2) Vision; and
(3) Dental (major services).

LETTER OF UNDERSTANDING RE PART-TIME SCHEDULING

During 2022 collective bargaining, the parties had extensive discussions regarding how part-time employees are scheduled. The parties agreed that it is in the best interests of all parties to provide part-time employees with longer shifts in a day, requiring them to attend for fewer shifts in a week. As a result, the University agrees to review its scheduling practices and commits to developing a schedule that is consistent with this shared perspective.

LETTER OF UNDERSTANDING RE PART-TIME TUITION SCHOLARSHIP PROGRAM

The Employer shall offer a tuition scholarship program to part-time employees on the following basis:

(1) Employees must have been employed with the University for a minimum of three (3) years to be eligible.

(2) In the year prior to application, the employee must have worked at least 600 hours.

(3) The employee, the employee's dependent(s) and legal spouse are eligible for this program for course(s) approved by the Senate of the University of Windsor.

(4) The employee must take such course(s) outside of their scheduled working hours.

(5) Dependents are defined as children of the employee for whom the employee is entitled to claim tax exemption under the *Income Tax Act* in the year in which the application is made or children under the age of twenty-six (26) for whom the employee provides regular financial support.

(6) All applications for the program shall be submitted in writing to the Student Awards and Financial Aid Department.

(7) The maximum amount to be awarded in accordance with this program is $2,500 per semester.

(8) To maintain eligibility for this program, employees must continue work at least 600 hours per year.

LETTER OF UNDERSTANDING RE VACATION ENTITLEMENTS

Notwithstanding Article 16.02 of the Collective Agreement, the employees listed below shall be entitled to vacation as follows:

20 full years of service	26 days vacation
21 full years of service	27 days vacation
22 full years of service	28 days vacation
23 full years of service	29 days vacation
24 or more full years of service	30 days vacation

The employees are as follows:

1. Violeta H. Enriquez
2. Chad R. Krantz
3. Serafin G. Aquino
4. Cheryll A. Spratt
5. Cindy M. Wiebe
6. Linda Girard
7. Ryan A. Allard
8. Peter Polak
9. Mark Bentley
10. Christopher S. Wilcox
11. Jane Menard
12. Gregory A. Herniman
13. Leanne A. Riberdy
14. Joseph J. Kadman
15. Sumudu Abeysinghe
16. David G. Montgomery
17. Joe Dicaro

LETTER OF UNDERSTANDING RE BILL 124, PROTECTING A SUSTAINABLE PUBLIC SECTOR FOR FUTURE GENERATIONS ACT, 2019

The parties acknowledge that Bill 124 was in place during the negotiation and settlement of this Collective Agreement. In that respect and the impact that it had with regard to monetary increases being freely negotiated, at any time in the future should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a Plaintiff be successful, the parties agree that they will meet to readdress negotiation for any benefit or wage improvements that could have otherwise been achieved.

Schedule "A"

For all employees hired before September 20, 2013

1.(a) Full-time Staff

Position		Current	1-Aug-22	1-Aug-23	1-Aug-24	1-Aug-25	1-Aug-26	1-Aug-27
			1%	1%	1%	2%	2%	2%
Stock Clerk		**$28.50**	$28.79	$29.08	$29.37	$29.96	$30.56	$31.17
Helper		**$28.03**	$28.31	$28.59	$28.88	$29.46	$30.05	$30.65
Helper/Asbestos Cleanup Person*		**$29.03**	$29.32	$29.61	$29.91	$30.51	$31.12	$31.74
Groundskeeper		**$27.00**	$27.27	$27.54	$27.82	$28.38	$28.95	$29.53
Gardener		**$27.51**	$27.79	$28.07	$28.35	$28.92	$29.50	$30.09
Custodian/Housekeeper		**$26.11**	$26.37	$26.63	$26.90	$27.44	$27.99	$28.55
Locksmith		**$28.38**	$28.66	$28.95	$29.24	$29.82	$30.42	$31.03
Cook		**$27.05**	$27.32	$27.59	$27.87	$28.43	$29.00	$29.58
Cook's Helper		**$22.92**	$23.15	$23.38	$23.61	$24.08	$24.56	$25.05
Porter		**$22.44**	$22.66	$22.89	$23.12	$23.58	$24.05	$24.53
Porter 1		**$23.82**	$24.06	$24.30	$24.54	$25.03	$25.53	$26.04
Baker		**$26.61**	$26.88	$27.15	$27.42	$27.97	$28.53	$29.10
Baker's Helper		**$23.15**	$23.38	$23.61	$23.85	$24.33	$24.82	$25.32
Storekeeper F. Services		**$25.41**	$25.66	$25.92	$26.18	$26.70	$27.23	$27.77
Pizza Maker		**$22.92**	$23.15	$23.38	$23.61	$24.08	$24.56	$25.05
Apprentice Cook		**$18.00**	$18.18	$18.36	$18.54	$18.91	$19.29	$19.68
General Cafeteria		**$22.44**	$22.66	$22.89	$23.12	$23.58	$24.05	$24.53

The Base Hourly Wage Rates effective reflect the Five ($0.05) Cents noted in Article 29 herein.

Lead Hand will be paid 5% above the highest classification to which the Lead Hand oversees.

This represents a classification for purposes of the application of Article 9.

*A premium of one dollar $1.00 per hour will be paid for all work while performing asbestos cleanup.

The foregoing schedule of full-time wages meets the requirements of the Pay Equity Act subject to confirmation.

2. Part-time Staff - Wage Grid

These amounts represent full compensation in lieu of all Employer supplied benefits (18%) and vacation pay in accordance with Article 16 and satisfies all Pay Equity obligations subject to confirmation.

The following terms and conditions have been agreed to respecting the part-time staff:

A. The wage levels for all Part-time Food Service employees hired after March 28, 1997 will be as follows:

		Current	1-Aug-22 1%	1-Oct-22 (new min wage)	1-Aug-23 1%	1-Aug-24 1%	1-Aug-25 2%	1-Aug-26 2%	1-Aug-27 2%
Probation - 6 Years	Rate	15.05	15.20	15.50	15.66	15.82	16.14	16.46	16.79
	Benefits (18%)	2.71	2.74	2.79	2.82	2.85	2.91	2.96	3.02
	Total	$17.76	$17.94	$18.29	$18.48	$18.67	$19.05	$19.42	$19.81
Greater than 6 Years	Rate	17.22	17.39		17.56	17.74	18.09	18.45	18.82
	Benefits (18%)	3.10	3.13		3.16	3.19	3.26	3.32	3.39
	Total	$20.32	$20.52		$20.72	$20.93	$21.35	$21.77	$22.21

****NOTE: vacation pay entitlement is added to hourly rate as follows:**

Probation to 4 years of service	4%
5 to 15 years of service	6%
16 to 24 years of service	8%
24+ years of service	10%

B. Catering/Bar Classification:

		Current	1-Aug-22 1%	1-Oct-22 (new min wage)	1-Aug-23 1%	1-Aug-24 1%	1-Aug-25 2%	1-Aug-26 2%	1-Aug-27 2%
All Years of Service	Rate	15.05	15.20	15.50	15.66	15.82	16.14	16.46	16.79
	Benefits (18%)	2.71	2.74	2.79	2.82	2.85	2.91	2.96	3.02
	Total	$17.76	$17.94	$18.29	$18.48	$18.67	$19.05	$19.42	$19.81

****NOTE: vacation pay entitlement is added to hourly rate as follows:**

Probation to 4 years of service	4%
5 to 15 years of service	6%
16 to 24 years of service	8%
24+ years of service	10%

It is understood that the Catering/Bar classification meets the casual definition under the Pay Equity Act.

It is understood that anyone performing the duties of this casual classification shall assume the terms and conditions of this casual classification subject to 17.01(3). For example, full-timers recalled to or bumping into this position would assume the wage rate attached to this position.

Placement on the above grid shall be by bargaining unit wide seniority.

C. Premium Pay for the following assigned duties:

Grill Cook	$0.29
Cook's Helper	$0.35
Pizza Helper	$0.29

D. Catering/Bar Lead Hands:

			1-Aug-22	1-Aug-23	1-Aug-24	1-Aug-25	1-Aug-26	1-Aug-27
		Current	1%	1%	1%	2%	2%	2%
All Years of Service	Rate	17.22	17.39	17.56	17.74	18.09	18.45	18.82
	Benefits (18%)	3.10	3.13	3.16	3.19	3.26	3.32	3.39
	Total	$20.32	$20.52	$20.72	$20.93	$21.35	$21.77	$22.21

****NOTE: vacation pay entitlement is added to hourly rate as follows:**

Probation to 4 years of service	4%
5 to 15 years of service	6%
16 to 24 years of service	8%
24+ years of service	10%

Catering/Bar Lead Hands will be paid the appropriate hourly rate per hour as above plus 5%, and all other Lead Hands will be paid 5% above the highest classification to which the Lead Hand oversees.

This represents a classification for purposes of the application of Article 9.

E. Part-time Custodian/Housekeeper

			1-Aug-22	1-Aug-23	1-Aug-24	1-Aug-25	1-Aug-26	1-Aug-27
		Current	1%	1%	1%	2%	2%	2%
All Years of Service	Rate	21.59	21.81	22.03	22.25	22.70	23.15	23.61
	Benefits (18%)	3.89	3.93	3.97	4.01	4.09	4.17	4.25
	Total	$25.48	$25.74	$26.00	$26.26	$26.79	$27.32	27.86

****NOTE: vacation pay entitlement is added to hourly rate as follows:**

Probation to 4 years of service	4%
5 to 15 years of service	6%
16 to 24 years of service	8%
24+ years of service	10%

SCHEDULE "B"

For all Food Service employees on or after September 20, 2013

1.(a). Full-time Staff

Position		Current	1-Aug-22 1%	1-Oct-22 (new min wage)	1-Aug-23 1%	1-Aug-24 1%	1-Aug-25 2%	1-Aug-26 2%	1-Aug-27 2%
Cook		**$17.57**	$17.75		$17.93	$18.11	$18.47	$18.84	$19.22
Cook's Helper		**$15.05**	$15.20	**15.50**	$15.66	$15.82	$16.14	$16.46	$16.79
Porter		**$15.05**	$15.20	**15.50**	$15.66	$15.82	$16.14	$16.46	$16.79
Porter 1		**$15.53**	$15.69		$15.85	$16.01	$16.33	$16.66	$16.99
Baker		**$17.43**	$17.60		$17.78	$17.96	$18.32	$18.69	$19.06
Baker's Helper		**$15.05**	$15.20	**15.50**	$15.66	$15.82	$16.14	$16.46	$16.79
Storekeeper F. Services		**$16.53**	$16.70		$16.87	$17.04	$17.38	$17.73	$18.08
Pizza Maker		**$15.05**	$15.20	**15.50**	$15.66	$15.82	$16.14	$16.46	$16.79
Apprentice Cook		**$15.05**	$15.20	**15.50**	$15.66	$15.82	$16.14	$16.46	$16.79
General Cafeteria		**$15.05**	$15.20	**15.50**	$15.66	$15.82	$16.14	$16.46	$16.79

The Base Hourly Wage Rates effective reflect the Five ($0.05) Cents noted in Article 29 herein.

Lead Hand will be paid 5% above the highest classification to which the Lead Hand oversees. This represents a classification for purposes of the application of Article 9.

The foregoing schedule of full-time wages meets the requirements of the Pay Equity Act subject to confirmation.

2. Part-time Staff - Wage Grid

These amounts represent full compensation in lieu of all Employer supplied benefits (12%) for Food Services only and vacation pay in accordance with Article 16 and satisfies all Pay Equity obligations subject to confirmation.

The following terms and conditions have been agreed to respecting the part-time staff:

A. The wage levels for all Part-time Food Service employees hired on or after September 20, 2013 will be as follows:

		Current	1-Aug-22 1%	1-Oct-22 (new min wage)	1-Aug-23 1%	1-Aug-24 1%	1-Aug-25 2%	1-Aug-16 2%	1-Aug-27 2%
All Levels of Hours	Rate	15.05	15.20	15.50	15.66	15.82	16.14	16.46	16.79
	Benefits (12%)	1.81	1.82	1.86	1.88	1.90	1.94	1.98	2.01
	Total	$16.86	$17.02	$17.36	$17.54	$17.72	$18.08	$18.44	$18.80

****NOTE: vacation pay entitlement is added to hourly rate as follows:**

Probation to 4 years of service	4%
5 to 15 years of service	6%
16 to 24 years of service	8%
24+ years of service	10%

B. Catering/Bar Classification:

		Current	1-Aug-22 1%	1-Oct-22 (new min wage)	1-Aug-23 1%	1-Aug-24 1%	1-Aug-25 2%	1-Aug-16 2%	1-Aug-27 2%
All Levels of Hours	Rate	15.05	15.20	15.50	15.66	15.82	16.14	16.46	16.79
	Benefits (12%)	1.81	1.82	1.86	1.88	1.90	1.94	1.98	2.01
	Total	$16.86	$17.02	$17.36	$17.54	$17.72	$18.08	$18.44	$18.80

****NOTE: vacation pay entitlement is added to hourly rate as follows:**

Probation to 4 years of service	4%
5 to 15 years of service	6%
16 to 24 years of service	8%
24+ years of service	10%

It is understood that the Catering/Bar classification meets the casual definition under the Pay Equity Act.

It is understood that anyone performing the duties of this casual classification shall assume the terms and conditions of this casual classification subject to 17.01(3). For example, full-timers recalled to or bumping into this position would assume the wage rate attached to this position.

Placement on the above grid shall be by bargaining unit wide seniority.

C. Premium Pay for the following assigned duties:

Grill Cook	$0.29
Cook's Helper	$0.35
Pizza Helper	$0.29

D. Catering/Bar Lead Hands:

				1-Aug-22	1-Aug-23	1-Aug-24	1-Aug-25	1-Aug-26	1-Aug-27
		Current		1%	1%	1%	2%	2%	2%
All Levels of Hours	Rate	16.73		16.90	17.07	17.24	17.58	17.93	18.29
	Benefits (12%)	2.01		2.03	2.05	2.07	2.11	2.15	2.19
	Total	$18.74		18.93	19.12	19.31	19.69	20.08	20.48

****NOTE: vacation pay entitlement is added to hourly rate as follows:**

Probation to 4 years of service	4%
5 to 15 years of service	6%
16 to 24 years of service	8%
24+ years of service	10%

Catering/Bar Lead Hands will be paid the appropriate hourly rate per hour as above plus 5%, and all other Lead Hands will be paid 5% above the highest classification to which the Lead Hand oversees. This represents a classification for purposes of the application of Article 9.

The renewal Agreement shall be effective from the 1st day of August, **2022** and shall continue in effect until July 31, **2028**.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers on this day of March 24, **2023**.

UNIVERSITY OF WINDSOR

President

Interim Vice-President – Equity, Diversity and Inclusion

Manager, Labour Relations

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1001

President

Vice-President

Recording Secretary