

COLLECTIVE AGREEMENT

between

the UNIVERSITY OF WINDSOR



**University
of Windsor**

and

**UNIFOR
AND ITS LOCAL 2458**



www.unifor.org

PART-TIME OFFICE & CLERICAL UNIT

THIS AGREEMENT made this 1st day of September, 2022

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

OF THE FIRST PART

and

UNIFOR LOCAL 2458 -
(PART TIME OFFICE & CLERICAL UNIT) hereinafter call the "Union"

OF THE SECOND PART

Department of Human Resources

University of Windsor

Windsor, Ontario

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ARTICLE 1 - PREAMBLE

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

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

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

month's notice, prior to **implementing** any changes concerning rules and regulations as referred to in 2:01(c) above.

ARTICLE 3 - RECOGNITION

- 3:01 The Employer hereby agrees to recognize the Union as the sole and exclusive bargaining agent of all clerical, secretarial and office employees employed by the University of Windsor at Windsor, Ontario save and except: supervisors and persons above the rank of supervisor; persons employed to undertake specific sponsored research projects; full and part-time officers of instruction together with instructors, sessional appointees, teaching assistants and postdoctoral fellows engaged in teaching and/or research; medical doctors and registered nurses; professional librarians; persons employed in the University Libraries holding the rank of department head or above; administrative assistants and research assistants/associates and systems analysts and persons above such ranks employed in the University libraries; persons regularly employed for more than twenty-four (24) hours per week; students; Secretaries to each of the following: President, Vice-Presidents, Assistant Vice-Presidents, Associate Vice-Presidents, Secretary and General Counsel of the University, Human Rights Commissioner, Clerk of the Senate, Assistant Director of Finance-Accounting and Systems, Assistant Director of Finance - Controller, Manager of Computing Services, Secretary of the Board of Governors, Registrar, Administrative Directors and persons above the rank of Administrative Director, University Librarian, Law Librarian; all staff Department of Human Resources; Programmers and Systems Analysts; Telecommunication Supervisor; Assistant Registrars; Special Assistants to Deans; Chauffeur; one (1) Operator Word Processing; Institutional Analyst; and save and except persons covered by subsisting Collective Agreements with the Unifor Local **444**; Unifor, Local 2458 - Engineers; Unifor, Local 2458 - Full Time Clerical Unit; Canadian Union of Public Employees, Local 1393; and the Canadian Union of Public Employees, Local 1001; Canadian Union of Public Employees, Local 4580 GA/TA's and the Windsor University Faculty Association (WUFA).
- 3:02 (a) The Employer may replace an employee on an approved leave of absence for the lesser of the duration of the leave or forty-five (45) working days with a temporary employee who shall not acquire seniority status. If the Employer fails to notify the Union within fourteen (14) calendar days **of hiring the** temporary employee, the employee shall be considered a probationary employee **in accordance with Article 20:01**. If the leave extends beyond forty-five (45) working days, the Employer may, with the written consent of the Union, retain the temporary employee for a further forty-five (45) working days or until the end of the leave of absence.
- (b) In the event of a Pregnancy/Parental /Adoption Leave, **Education Leave or Pre-Paid Lave**, the Employer may **hire** a temporary employee **to backfill**, who shall not acquire seniority status, for the duration of the leave, provided that the provisions of Article 10:09 have been met. If the Employer fails to notify the Union within fourteen (14) days **of hiring the** temporary employee, the employee shall be considered a probationary employee **in accordance with Article 20:01**.
- (c) The Union will provide **its** written consent or denial **of the Employer's request for an extension of the leave referenced in (a) above** within seven (7) calendar days of **the request being made**.
- (d) The forty-five (45) working days **referenced in (a) above** is all inclusive regardless of the

number of employees who may fill the temporary positions.

- (e) When a temporary **employee** is required to fill a vacant position, the **temporary employee** will not be employed beyond forty-five (45) working days, unless otherwise agreed by the parties.
- (f) Temporary employees are not covered by the terms of this Agreement except to the extent provided for in this Article.

3:03 **The inclusion of grant funded positions performing bargaining unit duties are deemed to be represented by Unifor 2458 bargaining Unit as per the Ontario Labour Relations Board arbitration ruling dated July 12, 2012.**

3:04 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement except by mutual written agreement between the President of Local 2458, the Unifor-Canada and the **Associate** Vice President, Human Resources or their designate.

3:05 In respect of employees covered by this Agreement, the Employer shall not recognize, during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE

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

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

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

The parties are committed to 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.**

(a) Discrimination

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

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in any matter on the basis of race, creed, colour, age, sex (including pregnancy, gender identity, gender expression), marital status, family status, ancestry, place of origin, citizenship, place of residence,

political or religious affiliation or beliefs, sexual orientation, same sex partnership status, receipt of public assistance, record of offences, disability, nor by reason of Union membership or activity.

(b) Harassment

Harassment is a form of discrimination and, in addition to the definitions provided under the Occupational Health and Safety Act and the Human Rights Code, is defined as:

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

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

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

(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.

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

Sexual Harassment includes, but is not limited to:

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

reasonably to know that such attention is unwanted; or

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

(d) Investigative Training

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

(e) Filing a Complaint

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

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

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 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.

(f) Investigation - Informal

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

(g) Investigation - Formal

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

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. The parties will agree on the choice of external investigator prior to commencing the investigation.

(h) Resolution

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

The **Labour Relations Manager** or designate and the Union Committee Representative will provide their findings to the **Associate** Vice President, Human Resources or designate and the Chairperson of the Union. The **Associate** Vice President, Human Resources or designate will make a determination of appropriate resolution within twenty (20) working days of receiving the findings and will meet with the Union Chairperson to inform them of the resolution. It is agreed that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code and all other applicable legislation.

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

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

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

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

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

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

ARTICLE 5 - UNION SECURITY

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

UNIFOR, LOCAL 2458
CHECK OFF CARD

I, _____, _____
Last Name First Name

hereby authorize the University of Windsor to deduct from my first pay, the Union Initiation Fee and from the pay due me each calendar month for the duration of my employment and as a condition of my employment, the sum of the monthly dues as certified by the Unifor, Local 2458 and to pay the sum deducted to a designated official of the said Union.

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

Employee # _____ Employment Commencement Date: _____

Signature: _____

Witness: _____

Date: _____

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

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

5:03 The dues deducted from the pay of the employee, together with a record of those from whom pay deductions have been made shall be remitted by the Employer to the Union not later than the twentieth (20th) day of each month for the month in which they are deducted. Such records shall also include a monthly brief explanation (e.g. employment terminated, leave of absence, etc.) regarding each employee from whom dues have not been deducted.

5:04 It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Union of the existence of the Union and of the conditions surrounding their employment, as contained in this Agreement. On hiring new

employees, the Employer will secure execution of the Authorization Card hereinbefore described by such new employees. A copy of such card shall be mailed to the Union.

5:05 The Employer will furnish the Union every month with the following:

- (a) Names of new employees, their job title, classification, job evaluation score, employee identification number, department, campus address, salutation, gender, employee start date, home address, home telephone number, workplace email address and hourly rate;
- (b) Names of employees whose employment was terminated;
- (c) Names of employees who have resigned or retired;
- (d) Names of employees who have attained seniority;
- (e) Names of employees laid off or on recall;
- (f) Names of employees and their appointments made under the Job Posting procedure;
- (g) Notification of death of current employees; and
- (h) Bargaining unit employees hired outside of the bargaining unit.
- (i) All paid hours worked for each employee on a biweekly basis.

5:06 The Employer shall provide to the Union on a quarterly basis a listing of all student and temporary employees performing bargaining unit work. Such list shall include the name of the area/department, position title, start date and hours worked.

ARTICLE 6 - STRIKES AND LOCKOUTS

6:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work. The Employer agrees that there shall be no lockout of the employees during the currency of this Agreement.

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

ARTICLE 7 - NOTICES

7:01 Notices required to be served hereunder upon either the Union or the Employer shall be deemed to be served sufficiently if **sent by Registered Mail, email** or delivered to the President of the Local Union and the **Director, Labour Relations**, or their designates respectively. A copy of any such notices shall be forwarded to the Union Chairperson.

ARTICLE 8 - REPRESENTATION

8:01 The Employer acknowledges and recognizes the right of the Union to appoint, elect or otherwise select a Committee of not more than five (5) persons (in addition to the President and/or Vice-President of the Union), which Committee shall be called the Union Administrative Committee, one of whose members shall be the Chairperson, who are authorized to represent the employees from time to time in discussions and dealings with the Employer in connection with any matters which may properly arise out of the administration of this Agreement. The Chairperson and two (2) (in addition to the President and/or Vice-President of the Union) of the remaining Committee Persons shall also serve on the Negotiating Committee of the Union and the Grievance Committee. The Union agrees to notify the Employer in writing of the names of the members of the Committee and of any changes therein.

8:02 The Employer acknowledges and recognizes the right of the Union to enlarge such Committee or Committees at any time by the addition of non-University employee representatives of the Unifor-Canada or Unifor Local 2458 - Part-time Clerical Unit.

8:03 **It is agreed that meetings between the Employer and the Union Administrative Committee or the Negotiation Committee of the Union called at the request of either party will normally be held during regular business hours, unless otherwise mutually agreed. Employees attending any meeting within working hours, including ones dealing with grievances, shall suffer no loss of pay.** It is further agreed that the Chairperson shall be allowed **six (6)** hours per week with pay for the purpose of conducting Union business, the scheduling of same to be mutually agreed with one's supervisor. It is agreed Negotiation Committee members shift schedules will be adjusted to account for negotiation days as part of their regular schedule.

It is agreed between the parties that the Chairperson of the Local or their designate will suffer no loss of salary whenever they are requested by a proper University official to attend upon that official for discussion purposes.

For any other meeting, the Union representative will provide their supervisor as much notice as possible. Such requests will not be unreasonably denied.

It is further agreed that Union Administrative Committee Members shall be allowed two (2) hours per month with pay for the purpose of conducting Union business.

8:04 In the event of either party wishing to call a meeting for the purpose of discussing employee/management Union relations or matters arising out of the administration of this Agreement, the **Associate** Vice President, Human Resources, or their designate and/or the Union's President shall be notified in writing. The said meeting shall be held at a time and place that shall be fixed by mutual agreement. The said meeting shall be held within seven (7) calendar days following delivery of said notice in writing, except when such period of time is shortened or enlarged by agreement between the parties. The party calling the meeting shall submit an agenda at the same time as the notice of the meeting.

8:05 The Union, its agents and its members within the bargaining unit agree that there shall be no Union activities during working hours on the premises of the Employer except as

referred to in this Agreement or approved in writing by the **Labour Relations Manager** or their delegate.

8:06 The Employer will provide suitable office space at a rental rate comparable to the space provided.

8:07 It is agreed that Negotiation Committee members will be granted **fourteen (14)** hours with pay for the purpose of preparing for renewal bargaining.

ARTICLE 9 - SENIORITY

Preamble

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

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

Fixed Term Layoff: The termination of an employee's position for a defined period of time with a predetermined end date not to exceed five (5) months.

Laid Off Employee: An employee who as a result of the displacement procedure cannot assume another position or elects to waive the displacement procedure.

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

Bargaining-unit seniority shall be defined as the date the employee entered into Unifor 2458 PT Bargaining Unit.

(b) **Copies of the University-wide** and departmental seniority lists **shall be provided** to the Union Chairperson **or the Local President or designate upon request**. The lists shall include the seniority standing and position classification.

9:02 Pursuant to Article 9:04 of the Unifor Local 2458 Full Time Collective Agreement, the parties hereby agree that Unifor Local 2458 Full Time Bargaining Unit members cannot bump Unifor Local 2458 Part Time Bargaining Unit members.

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

9:04 In the event a position within this bargaining unit is eliminated, the following shall apply:

(a) Prior to the elimination of a position within a department, temporary employees and students within that department performing work of the bargaining unit, then probationary employees within that job or probationary employees within a lower classification in the department shall be terminated.

- (b) An employee covered by this Agreement has the option to displace another bargaining unit member, in the same or lower classification, who has less bargaining unit seniority. It is understood that said employee(s) must be able to perform the essential duties of the position. In the event there are several employees working in the same position within the same department, the employee with the lowest seniority shall be bumped.
- (c) The employee must exercise their displacement rights or accept the layoff within **five (5)** business days following the date of notification of the elimination of their position. If the employee is on vacation or a leave of absence on the said date, the employee shall exercise the said displacement rights within **five (5)** business days following the date of receipt of such notification by registered mail, or any other means of delivery requiring the employee's signature for evidence of receipt.
- (d) When the employee has made their choice in (c) above, the employee who has been displaced will be given **five (5)** business days following the date of notification that they have been displaced, to exercise their displacement rights, or to accept the layoff. If the employee is on vacation or a leave of absence on the said date, the employee shall exercise the said displacement rights or accept the lay off within **five (5)** business days following the date of receipt of such notification by registered mail, or any other means of delivery requiring the employee's signature for evidence of receipt.
- (e) The procedure set out above will continue until there are no further possible displacements, or until enough employees have opted to take the layoff. It is understood some employees may have to exercise their displacement rights more than once.
- (f) All employees affected by the above procedure, in going to a new position will be put into their new position on approximately the same date. The date for any one individual may be delayed to accommodate unforeseen circumstances beyond the control of either party; for example, illness or leave to serve as a juror.
- (g) The laid off employee will have recall rights or the employee may choose to accept severance and terminate their employment in accordance with the severance schedule in Appendix A, and the Employer shall have no further obligation to the employee.
- (h)
 - (i) If a posted position has not been filled by a member of this bargaining unit, then all employees who have been laid off shall have the opportunity to be recalled in order of bargaining unit seniority provided such employee is at the same or higher classification than that carried by the vacant position. The Employer shall not fill any vacancy until all employees have had the opportunity of recall. The recalled employee must be able to perform the work to which they are being recalled. If, in the opinion of the Employer, the recalled employee is deemed not to be able to perform the work they were recalled to within the twenty scheduled (20) day familiarization period, the employee will be returned to layoff for the remainder of their twenty four (24) month layoff period.
 - (ii) Employees retain the right to recall for twenty-four (24) months and the Employer will pay **eighty-five (85)** percent benefit coverage, for those employees enrolled in any or all of the individual components of the benefits agreed to in Article 18:01(a)(ii), for a period of **eighteen (18)** months as provided in this Agreement and in accordance to the group plan from their most recent laid off date.

- (i) The employee retains the right to recall for twenty four (24) months from their most recent lay off date. In the event an employee's position is eliminated during a fixed term lay off, the employee shall retain the right to recall for twenty four (24) months from the date they receive notification that their position is eliminated.
- 9:05 (a) In the event of a fixed term layoff, the least senior bargaining unit member within that position shall be laid off. The individual may elect to displace any probationary or student employee in the same or lower classification working in the department, subject to meeting the essential qualifications.
- The laid off bargaining unit member shall have the right of recall to their former position, by seniority, should work become available during the fixed term layoff period.
- (b) Notwithstanding the foregoing, the most senior employee will be given the option of accepting the lay off in lieu of a person with less seniority.
- 9:06 Any controversy over an employee's seniority or seniority rights shall be subject to the grievance procedure herein set forth.
- 9:07 The seniority of an employee shall terminate if:
- (a) The employee is discharged for just cause and not reinstated.
- (b) The employee resigns.
- (c) The employee is absent from work in excess of five (5) scheduled working days without notifying the Employer unless such notice was not reasonably possible.
- (d) After a layoff the employee fails to notify the Employer within three (3) regular business days after receipt of notice of recall their intent to return to work and/or that they are unable to accept the position due to illness or other reasonable cause. Reasonable cause shall not be interpreted as refusal to accept a position for which the employee is qualified. An employee must be notified by the Employer of recall by registered mail or any other means of delivery requiring a signature of the employee for evidence of receipt addressed to their residence. In the case where employees are currently working at the University, they will be notified by email confirmation by Human Resources and copied to the Union.
- (e) After a layoff an employee fails to report to the recalled position within seven (7) calendar days or such later date determined by the Employer.
- (f) An employee is laid off and their period of recall has been exhausted.
- 9:08 Continuous service or continuous employment shall mean unbroken employment and shall include: vacations and holidays, scheduled days off, absence because of illness or injury for a period of up to one (1) year, approved leaves of absence, lay offs, and suspensions. All periods may be extended by mutual written consent of the parties hereto.
- 9:09 (a) If an employee applies for and is awarded a position in the Unifor 2458FT Office and Clerical Bargaining Unit and subsequently returns to the bargaining unit, the employee

shall be considered a new employee for the purposes of seniority. If such employee returns to the bargaining unit within a period of ninety (90) calendar days, the employee shall have all seniority rights previously enjoyed as a member of the bargaining unit.

- (b) Should a member of this bargaining unit temporarily assume the duties of a position in the Unifor 2458FT Office and Clerical Unit they shall continue to accrue seniority for a period of up to three-hundred and sixty-five (365) calendar days. (Examples of such temporary assignment may include: sick leave, leave of absence, etc.

Should the temporary assignment extend beyond three-hundred and sixty five (365) calendar days, the parties may mutually agree to an extension of such temporary assignment.

9:10 In order that the operation of the Union will not become disorganized, the parties agree that when lay offs are being made, the Chairperson and the Committee Persons with the most bargaining unit wide seniority shall be the last four (4) employees laid off so long as they hold such positions in the Bargaining Unit. The Employer agrees to continue to provide part-time work which such employees are capable of performing within the bargaining unit.

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

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

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

9:12 **In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer shall ensure that the provisions of this Agreement shall be binding on the new employer.**

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

ARTICLE 10 - POSTING OF VACANCIES AND NEW POSITIONS

10:01 When a vacancy occurs or promotion occurs or a new position is created within the bargaining unit, the Employer shall **provide a copy of the draft posting to the Union for review. Within the period of two (2) working days, the Union shall review and provide comments. The final posting will be forwarded to the Union and shall be posted** for a minimum of seven (7) calendar days. **Job postings may be posted internally and externally simultaneously with the consent of both parties. In these cases, it is understood that internal bargaining unit members who apply will be considered first.** Such posting shall contain the following information: Position Title, Department, Qualifications, Shift, start and end times and rate as per Schedule "A" of this Agreement. The employee shall apply in writing electronically as set forth on the job posting. Applicants are required to submit a completed Application for Transfer Form. If an employee is not successful in attaining the posted position, the Employer must give written notice of such fact to the employee involved and to the Union. The Employer shall notify the Chairperson in writing of the names and seniority of successful applicants within three (3) business days of the appointment.

The Employer will post all job positions it intends to fill without any changes within twenty (20) working days of the position being vacated. Where positions are not going to be posted, the Employer will advise the Union as to the reasons why.

10:02 (a) In the event that more than one (1) employee applies for the vacancy, promotion or new position, the Employer shall consider the most senior, qualified applicant who fulfils the essential requirements as per the job posting.

(b) Where one employee only applies for a vacancy, promotion or new position, and such employee fulfils the essential requirements as per the job posting, such employee shall be considered the successful applicant.

10:03 (a) The successful applicant for a promotion, vacancy or new position shall undergo a trial period of up to four hundred (400) hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, the Employer will meet with the Union and discuss the reasons why the applicant was unsatisfactory. As a result the employee shall be returned to their former position if it exists, if not then the employee may displace in accordance with Article 9:04. In such event, the Employer shall then select the next most senior qualified applicant who fulfils the essential requirements as per the job posting. In the event the second successful applicant proves unsatisfactory in the position during the aforementioned trial period, such second employee shall be returned to their former position if it exists, if not then the employee may displace in accordance with Article 9:04. In such event, the Employer shall be entitled to award the position to a qualified individual of the Employer's choice.

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

10:04 The Employer agrees that all applicants and the Chairperson shall be notified in writing of the name of the successful applicant, within seven (7) calendar days of the position

being awarded. The Chairperson shall be given reasons for rejection of applicants upon request.

10:05 Employees within the bargaining unit shall be permitted to apply for more than one vacancy and/or position at the same time.

10:06 (a) The following salary adjustments shall be made on the promotion of an employee to a higher classification:

(i) one or two step promotion - maintain the same position in the new range relative to the old rate;

(ii) three step or greater promotion - move to the salary rate for the new range one column to the left of the old rate except that where the increase would be less than for a promotion in (a) above the employee shall maintain the same position in the new range relative to the old rate;

(iii) no employee shall receive less than the minimum rate for the new range.

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

(i) move to the highest rate in the classification not exceeding the employees current rate;

(ii) in no case shall the new rate exceed the maximum set as per Schedule A.

10:07 When a vacancy determined to be of more than sixty (60) working days and less than six (6) months becomes available in a department and the Department Head deems there is a need to temporarily fill such position, the position shall then be offered to the most senior qualified employee in the department and they shall be paid for such classification as per Article 10:06. In the event there is no employee available, then the provisions of Article 3:02 will continue to apply.

10:08 Temporary Job Postings

A temporary vacancy is defined as a vacancy created by the absence of a bargaining unit employee for a period known to be in excess of six (6) months by reason of, but not limited to, pregnancy leave or parental leave, where the Employer determines that it wishes to fill the position. Employees may apply for temporary vacancies and, if selected, will continue to accrue seniority for the duration of the temporary vacancy.

10:09 Temporary vacancies will be awarded subject to the following conditions:

(a) Temporary vacancies will be offered to seniority employees who are not working due to layoff in order of seniority provided that the employee has the ability to perform the work of the temporary vacancy of the same classification or lower after a familiarization period not to exceed twenty (20) scheduled working days. In order to be recalled to a temporary vacancy in a higher classification than the laid off employee, the employee must have the skill and ability to perform the work of the position after a familiarization period not to

exceed twenty (20) scheduled working days. Should the recalled employee fail to accept the temporary vacancy, the provisions of Articles 9:07(d) and (e) apply.

- (b) In the event there are no employees with seniority on layoff, the Employer will post the temporary vacancy, in accordance with Article 10, on the following conditions:
 - (i) Employees applying for a temporary posting must have at least one (1) year's seniority.
 - (ii) The temporary posting will be for a minimum of six (6) months to a maximum of twenty-four (24) months.
 - (iii) The selection of the successful applicant shall be made in accordance with the provisions of Article 10:02 of this Agreement.
- (c) An employee may be the successful applicant for a temporary vacancy no more than once in any twelve (12) month period as measured from the start date of the first temporary vacancy.
- (d) The home position regularly held by the successful applicant for a temporary vacancy will be held open for the return of the incumbent at the end of the temporary vacancy. During this period, the position vacated by the successful applicant may be filled as a temporary job vacancy in accordance with this Agreement, if the Employer determines that such subsequent vacancy needs to be filled. Should the position regularly held by the employee be eliminated while the employee is working in a temporary vacancy, the employee will be given appropriate notice in accordance with Article 9.
- (e) Salary adjustments while participating in such opportunities will be made in accordance with Schedule "A".
- (f) Should an employee return from layoff to fill a temporary vacancy pursuant to Article 10:09(a) above, and the employee recalled from layoff then be laid off at the end of the temporary vacancy, it shall be considered a new period of layoff for the purposes of Article 9:04(i) of this Agreement.

Should such an employee recalled from layoff fail to remain in the position beyond the twenty (20) scheduled day familiarization period prescribed in Article 9:04(h), the provisions of Article 9:04(h) apply.
- (g) Should the temporary vacancy become a regular vacancy, normal hiring procedures in accordance with Article 10 will be followed.
- (h) In the event the Employer posts and fills a temporary vacancy, any subsequent vacancies will be filled in accordance with Article 3:02(c) of this Agreement if the Employer determines that such subsequent vacancy needs to be filled.
- (i) The seniority employee whose home position has been filled by the temporary vacancy can be displaced by an employee with more seniority exercising their seniority in accordance with provision of Article 9 of the Collective Agreement.

- (j) If an employee who is the successful applicant for a temporary position is unsuccessful during the trial period of up to four hundred (400) hours, then Article 10:03(a) will apply.

10.10 Posting Into Local 2458 Full-time Unit

The Employer agrees where an available full-time or temporary full-time vacancy exists in the Unifor FT Office and Clerical Bargaining Unit, part-time employee applicants who fulfill the minimum requirements as per the job posting will be awarded the position. Should two (2) or more part-time employees apply for a full-time vacancy, the Employer shall consider the following two factors in determining which employee is to be selected: University-wide seniority and the requirements and efficiency of operations and the ability, knowledge, and aptitude of the applicant to do the job.

ARTICLE 11 - GRIEVANCE PROCEDURE

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

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

Step 1

The employee or employees concerned together with their Union Committee Member or Chairperson shall, within such employee's next seven (7) calendar days after such grievance or complaint has arisen, reduce to writing citing the alleged violations and the particulars of the situation giving rise to the grievance to their immediate supervisor who shall reply in writing within seven (7) calendar days immediately following presentation of such grievance or complaint. In the case of grievances arising out of the Job Posting Procedures set forth in Article 10 of the within Collective Agreement, employees having grievances related to their failure to obtain a posted position(s) shall submit their grievance in the first instance at the Step 3 level. A copy of the written grievance will also be delivered to the **Labour Relations Manager**.

Step 2

Failing settlement under Step 1, the Union shall, within seven (7) calendar days following receipt of the supervisor's decision, refer the grievance or complaint in writing to the appropriate Administrative Director or Academic Dean. The Administrative Director or Academic Dean or designate accompanied by the **Labour Relations Manager** shall arrange to meet with the Union within seven (7) calendar days of receipt of the grievance. The grievor may be invited to attend such meeting at the request of the Union. The Administrative Director or Academic Dean shall render a decision to the Union, in writing within seven (7) calendar days after such meeting. Such decision will also be copied to the **Labour Relations Manager**.

Step 3

Failing settlement under Step 2, the Union shall, within seven (7) calendar days of the date on which the receipt of the decision of the Administrative Director or Academic Dean was or should have been given, refer the grievance or complaint in writing to the **Labour Relations Manager** who shall render a decision in writing within seven (7) calendar days. The **Labour Relations Manager** may call a meeting with the Union Grievance Committee to discuss the grievance or complaint. At such meeting the grievor may be invited to attend at the request of the Union. The Supervisor may be invited to attend such meeting as determined by the Employer.

Step 4

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

- 11:02 Where a dispute between the parties involving a question of general policy occurs, the difference between the parties shall be reduced to writing citing the alleged violations and the particulars of the situation giving rise to the grievance and, in the case of a Union grievance, signed by the President, Vice-President, or their appointee. In the case of a grievance by the Employer it shall be signed by the **Labour Relations Manager**. Failing settlement of such disputes, it is understood that same may be carried through Step 3 of the Grievance Procedures, including arbitration of the final and binding settlement.
- 11:03 The Employer shall grant sufficient time to the Chairperson and/or Union Administrative Committee Member for the adjustment of grievances without loss of salary. The Chairperson and/or Union Committee Member shall notify their immediate supervisor when leaving their job to adjust a grievance and, upon their return to work, notify their supervisor. In the event the department is unduly interfered with, a mutually agreed upon time will be taken within twenty-four (24) hours.
- 11:04 All replies to grievances shall be in writing at all stages and copies of such replies from the Employer shall be forwarded to the Chairperson within the time limits as specified above.
- 11:05 The Grievance Committee of the Union hereinbefore referred to shall be comprised of the President of Unifor Local 2458 and/or their appointee, the Chairperson and two (2) other Union Committee Members. It is agreed that at least one (1) member of the Grievance Committee shall be the Union Administrative Committee Member representing the grievor.
- 11:06 (a) Any and all time limits may, at any time, be extended by written mutual agreement of both parties.
- (b) In the event that the Employer fails to reply in writing within the time limits prescribed in the Grievance Procedure, the Union may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

- (c) When no action is taken by the Union to submit the matter to the next Step in the grievance procedure (i.e. Step 1, 2, or 3) within the time limits set out in this Article 11, the grievance will be deemed to have been abandoned.
- 11:07 The grievor shall suffer no loss of pay if any meetings required in this Article are held during the grievor's regular working hours.
- 11:08 The parties agree to meet as required to discuss any outstanding grievance(s).
- 11:09 In the event the Employer representative identified as the respondent in two or more successive steps is the same individual, the grievance will be referred to the next step.
- 11:10 As an alternative to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a post third step grievance to a Grievance Commissioner in the following procedures:
- (a) The Employer and Union may agree in writing to the appointment of **any individual to act** as a single arbitrator to be known as a Grievance Commissioner who will set aside such time as may be requested by the Employer and the Union to consider and determine grievance(s) referred to them for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 12 – Arbitration.
- (b) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of a grievance which the parties have agreed may be handled in a summary manner. The rules governing the summary proceeding of the Grievance Commissioner are set out in the schedule hereto.
- (c) The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement, the decision of the Grievance Commissioner shall:
- (i) Be consistent with the provision(s) of this Agreement.
- (ii) Be confined to the grievance referred to them.
- (d) The Union and the Employer shall each be responsible for one-half of the expenses of any fees payable to the Grievance Commissioner.
- (e) The parties, when referring a grievance to a Grievance Commissioner, shall also provide them with the Step 2 summary (or as amended by agreement of the parties) and the decision of the management representative at Step 2 and Step 3.
- (f) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representation on which they intend to rely provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.
- (g) The parties shall meet at least ten (10) days prior to the hearing day in order to determine what information of facts can be agreed upon prior to the hearing in order that a

statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.

- (h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- (i) The Grievance Commissioner must render their decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after their decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of their decision.

ARTICLE 12 - ARBITRATION

12:01 When either party requests that a grievance be submitted to arbitration the request shall be made by notice in writing addressed to the other party to the Agreement. Within ten (10) working days thereafter, the parties shall meet together, if necessary, and appoint an arbitrator. If the parties fail to agree upon the selection of an arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon request of either party.

12:02 No person shall be selected as an arbitrator who:

- (a) is acting or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of a solicitor, legal advisor, counsel or paid agent of either of the parties;
- (b) has any pecuniary interest in the matters in dispute.

12:03 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect, or to substitute any new provisions for any existing provisions nor to make any decision inconsistent with the terms and provisions of this Agreement.

12:04 Each party to this Agreement shall pay one-half (½) of the fees and expenses of the arbitrator.

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

12:06 At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee concerned as a witness and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance. The Employer agrees to permit the Chairperson, the Union Administrative Committee Member representing the grievor, and grievor and up to two (2) witnesses to be present during any arbitration proceedings without loss of pay.

- 12:07 Nothing herein shall be interpreted or construed to prevent the arbitrator from ordering reinstatement in employment with full pay loss by an employee who has been dismissed or suspended.
- 12:08 Where the parties agree to the use of an Agreed Statement of Facts, such Statement will be provided to the arbitrator at least five (5) business days before the hearing. The Statement of Facts will include all facts that can be mutually agreed upon.

ARTICLE 13 - DISCIPLINE AND DISCHARGE CASES

- 13:01 An employee who is discharged or disciplined by the Employer shall within seven (7) calendar days be given written notice thereof and copy of such notice shall, within seven (7) calendar days after such discipline or discharge, be forwarded to the President Unifor Local 2458 and the Unit Chairperson. The written notice shall contain the reason(s) for the discipline or discharge of the said employee. A failure to give such notice within the time prescribed shall not invalidate the discharge or discipline. The Employer agrees to send a copy of the notice to the Chairperson.
- 13:02 Any claim of wrongful discharge or discipline may be submitted to the grievance and arbitration procedures within seven (7) calendar days from the date of receipt of such notice by the President of the Union of such discharge or discipline and shall be dealt with as herein provided. Steps 1 and 2 of the grievance procedure will be omitted in the case of discharge.
- 13:03 The Employer agrees that a Union Administrative Committee Member or Chairperson shall be present whenever the employee is disciplined or subject to an investigation that may lead to discipline. The Chair or Vice-Chair shall be present whenever the employee is discharged. The Union recognizes and agrees that it may on certain occasions be necessary for the Employer to suspend an employee pending investigation without the Committee Person present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and their Union Administrative Committee Member or Chairperson within two (2) business days following the initial action.
- 13:04 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 discipline, provided there have been no recurrence of a similar and/or infraction.

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

- 14:01 (a) It is agreed that the regular and recognized hours of work shall be twenty-four (24) hours per week or less. The work week shall be deemed to commence at 11:59 p.m. on Sunday of each week.
- (b) It is understood that scheduled hours may exceed twenty-four (24) hours per week during peak periods and in cases of emergency as deemed necessary by the Department Head.
- 14:02 (a) All employees shall be granted fifteen (15) minute rest period both in the first half and second half of a seven (7) or eight (8) hour work day without loss of pay, and an unpaid eating period of one half hour, as scheduled by their supervisor.

- (b) All employees who are required to work shifts of five (5) hours or less shall be granted a fifteen (15) minute rest period, without loss of pay, as scheduled by their supervisor.
- (c) All employees who are required to work shifts of more than five (5) hours, but less than seven (7) hours, shall be granted a fifteen (15) minute rest period in the first half of the shift, without loss of pay, and an unpaid eating period of one half hour, as scheduled by their supervisor.
- 14:03 The Employer agrees to use its best efforts to ensure that all hours in excess of those regularly scheduled be distributed equally among employees in the same department in the same classification and in the same position. It is agreed members of the bargaining unit may ask for and obtain information from their Department Head or Supervisor as to the manner in which hours of work are distributed among employees in that Department, School, Office, Shop or Section. The Employer will provide a list of extra hours worked by part-time employees on a monthly basis to the Chairperson.
- 14:04 (a) The Employer further agrees to give employees four (4) hours' notice whenever they are required to work hours in excess of their regularly scheduled hours, 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.
- (b) When the Employer determines excess hours over and above regularly scheduled hours become available, it is agreed these hours will be offered to members of this bargaining unit before being offered to temporary or student employees.
- 14:05 The Employer agrees to pay for authorized time in excess of eight (8) hours per day or thirty-five (35) hours per week at the rate of two (2) times the employees straight time rate.
- 14:06 If an employee is required to replace an employee in a higher classification for more than five (5) consecutive shifts in the higher classification and performs most of the duties of the higher rated classification, such employee shall be paid in accordance with Article 10:06.
- 14:07 The Employer agrees that in the event of a new classification(s) being created within the bargaining unit, the regular straight time rates for such classification(s) will be determined by agreement between the Union and the Employer. Failing such agreement, either party hereto shall have recourse to the grievance procedure herein set forth, provided however, that nothing herein shall be construed to prevent the Employer from establishing such new classification(s) immediately and establishing rates therefore, provided that the agreement reached between the parties or as a result of the employment of the grievance procedure shall apply retroactively to the date upon which such new classification(s) was/were established.
- 14:08 It is agreed between the parties that the Chairperson of the Local or their delegate will suffer no loss of salary whenever they are requested by a proper University official to attend upon that official for discussion purposes.
- 14:09 The Employer agrees to include on the employees' T-4 slips the Union dues paid by the employees.

- 14:10 It is further understood that the employee shall produce proof of illness in the form of a physician's certificate when requested so to do by the Employer. **Where an employee's absenteeism is excessive, the employee may be required to obtain a note from their treating practitioner to determine if any accommodations are required.** It is further understood, that an employee who is sick shall make themselves available for communication with their Supervisor/Manager and/or Human Resources.
- 14:11 **It is the responsibility of an employee who is absent from work or will be late to telephone or email, or have someone telephone on their behalf, their supervisor prior to the commencement of the employee's shift.**
- 14:12 Movement within Schedule "A" will occur on an employee's anniversary date within the classification.
- 14:13 The Employer agrees to notify the Chairperson in writing as quickly as possible of any bargaining unit employees who terminate their employment for any reason.
- 14:14 Employees leaving the services of the University of Windsor on account of retirement shall be entitled to any retroactive benefits as it relates to wages, etc., providing, however, that they were on the payroll on the termination date of the agreement.
- 14:15 Employees in the same job within the same department may make temporary mutually agreed to exchanges of shift, provided the employees first reach written agreement among themselves by completion of the appropriate form, and further provided the consent of the employees' supervisors is obtained prior to the exchange occurring, and further provided no financial penalty is imposed on the Employer.
- 14:16 Where the University is closed by order of the President of the University, or their designate, because of a snowstorm emergency, the Employer agrees to pay the employee those hours they were scheduled to work at their regular rate of pay.
- 14:17 Two (2) **paid** "early and out" hours shall be granted, each calendar year, to members of the bargaining unit and will be taken at a time mutually agreeable to the employee and their Department Head or Supervisor.
- 14.18 Shift Premium**
- The Employer agrees to pay, an afternoon shift premium of sixty-five cents (\$0.65) per hour for a shift which commences after 11:59 a.m. and a midnight shift premium of seventy-two cents (\$0.72) per hour for a shift which commences after 7:59 p.m. to all employees working the respective shifts.**
- 14.19 Weekend Premium**
- The Employer agrees to pay, effective from date of ratification a weekend (Saturday/Sunday) premium of ninety cents (\$0.90) to employees who are on a seven (7) day operation and who are required to work for all hours worked on a Saturday and/or Sunday.**

14.20 Where the Employer determines an employee's normal schedule, shift, or hours of work per day or per week are to be changed or new shifts introduced on an ongoing basis, the Union and the employee shall be provided at least four (4) weeks' written notice of the change.

14.21 The Employer shall reimburse employees for reasonable and necessary travel expenses incurred by them in the course of carrying out their University responsibilities. The University's Travel Policy can be found at: <http://www.uwindsor.ca/finance>.

14.22 Log On and Telephone Consultation Pay

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

Employees who report for scheduled work but for whom no work is available shall be paid four (4) hours at their straight time rate.

ARTICLE 15 - PAID HOLIDAYS

15:01 (a) Each employee will receive one (1) day's pay at their normal daily scheduled hours and 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 the Employer's Mid-Year Recess,* provided the employee has seniority at the date of such holiday and such employee has worked their last scheduled working day before the holiday and the next scheduled working day after such holiday. It is further agreed that Easter Sunday will be regarded as a holiday for those persons whose regular or normal schedule includes Easter Sunday.

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

(b) Should the provincial government introduce a new holiday, it will be added to (a) above. Further, if the University introduces a new holiday, this holiday will be added to (a) above.

(c) 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.

(d) **Four (4)** paid sick days for their scheduled shift.

- 15:02 Holiday pay shall **be paid in accordance with the *severance*** to those on lay off or on approved leave of absence without pay.
- 15:03 Employees who are authorized to work and who actually do 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.
- 15:04 Paid time off on a statutory holiday shall be considered for the purpose of computing overtime.
- 15:05 All statutory holidays falling on a Saturday normally will be observed the preceding Friday; those falling on a Sunday normally will be observed the following Monday. The foregoing does not apply to those employees who work on a seven (7) day operating schedule; such employees will observe the holiday on the day that it actually falls.

ARTICLE 16 - VACATIONS

- 16:01 The Employer will provide vacation pay each pay period and annual vacation, without pay, based on the following schedule:
- 0-1 full years of service = 4% vacation pay with no vacation time
 - **1 year** to 5 full years of service = 4% vacation pay with two (2) weeks' vacation time
 - greater than 5 years to 15 full years of service = 6% vacation pay with three (3) weeks' vacation time
 - greater than 15 years to **24** full years of service = 8% vacation pay with four (4) weeks' vacation time
 - **24 or more** years of service = 10% vacation pay with five (5) weeks' vacation time
- 16:02 Vacations are to be taken between January 1st and December 31st annually.
- 16:03 Applications for vacation will be considered by the department head only when the same may be granted without interference with the department's operation, and when such requests are made in writing no less than two (2) weeks in advance of the proposed vacation. It is clearly understood that such vacation has been paid as per Article 16:01.
- 16:04 It is understood that where two (2) or more employees have requested the same vacation dates, the preference will be given to the employee who first made the request.
- 16:05 Should a member of this bargaining unit be awarded a full-time position outside the bargaining unit, the employee's credited work hours shall be converted to full-time equivalent service rounded down to the nearest full year equivalent for the purpose of calculating vacation entitlement.

Examples:

| | |
|-------------------|--------------------------|
| 0 - 1819 hours | nil |
| 1820 - 3639 hours | 1 year credited service |
| 3640 - 5459 hours | 2 years credited service |
| 5460 - 7279 hours | 3 years credited service |

16:06 **The two (2) or three (3) scheduled days of work each year between Boxing Day and New Year's Eve Day, shall be paid out to employees as if they had worked their scheduled shifts. If a member of the bargaining unit works on any or all of the said days, such person shall be paid at two (2) times their regular rate of pay.**

ARTICLE 17 - LEAVES OF ABSENCE

17:01(a) **PREGNANCY LEAVE**

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

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

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

1. The Employer will pay ninety-five percent (95%) of the normal basic earnings for the first **one (1)** week of pregnancy leave (see note).
2. During the following **sixteen (16)** weeks of the pregnancy leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the Employer will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which they would be expected to receive if they qualified for benefits (see note).
3. Any period of leave beyond the seventeen (17) weeks shall be without pay.
4. Vacation credits will continue to accrue while a person is on pregnancy leave.
5. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the **Labour Relations Manager**.

(b) **PARENTAL LEAVE**

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

Eligibility for the Parental Leave Policy requires part-time continuous employment at the University of Windsor for at least the thirteen (13) weeks preceding the date of the birth

of the child or in the event an employee adopts a child, such employee is entitled to parental leave following the child coming into the employee's custody, care and control for the first time.

The following terms and conditions only shall apply:

1. An employee who has taken pregnancy leave is entitled during the first three (3) weeks of the parental leave to: the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the Employer. The total weekly income will not exceed ninety-five percent (95%) of the employee's normal weekly income or that which the employee would be expected to receive if they qualified for benefits (see note).
2. An employee who has taken pregnancy leave must begin the parental leave when the pregnancy leave ends, unless the child has not yet come into their custody, care and control for the first time.
3. 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.
4. If the employee also took a pregnancy leave, the parental leave ends no later than sixty-one (61) weeks after it began, otherwise, the parental leave no later than sixty-three (63) after it began. At no time shall the period of leave exceed sixty-three (63) weeks in duration.
5. Parental leave may be claimed by one (1) employee or shared between two (2) employees but cannot exceed a combined maximum of sixty-three (63) weeks.
6. An employee who is not entitled to pregnancy leave is entitled to the following on the understanding that the individual is committed to return to regular employment with the University following the conclusion of the leave. Should the employee meet the eligibility requirements for parental leave prescribed by E.I., then the following will apply:
 - (a) The Employer will pay ninety-five percent (95%) of the total weekly income for the first **one (1)** week of parental leave (see note).
 - (b) During the following **sixteen (16)** weeks of the parental leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the Employer will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which the employee would be expected to receive if the employee qualified for benefits (see note).
7. Vacation credits will continue to accrue while a person is on parental leave.
8. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the **Labour Relations Manager**.

Note: All payments made under these policies must be in accordance with the agreement that has to be filed by the Employer 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 Employer can only commence when the staff member provides proof that they are receiving Employment Insurance Benefits pursuant to the Employment Insurance Act, 1996 or that they are disqualified from E.I. benefits because of any insufficient number of insurable weeks, or that E.I. benefits have been exhausted or that they are in the Employment and Social Development Canada waiting period. Staff should understand that such proof will not be made available by E.S.D.C. until after the leave has commenced and hence Employer payments will be retroactive. Notwithstanding the above, the Employer's maximum S.U.B. payment will not exceed 40% of the employee's gross weekly earnings for the 15 week period.

- (c) In accordance with the Employment Standards Act, an employee shall remain a full participant in all Employer paid benefit programs except where the Employer and the employee share the premiums, i.e. pension plan contributions. Where the employee elects to remain a full participant, the parties continue to be responsible for their respective premiums. Where the employee elects not to continue in a shared benefit, the benefit shall be suspended until such time as the employee returns to work. Such option not to participate must be expressed in writing addressed to the Manager - Benefits and Pension.
- (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 three (3) scheduled days off with pay.
- (ii) In the case of an adoption, an employee who receives remuneration under Article 17:01(b) shall not be entitled to the three (3) days identified in section Article 17:01(d)(i).

17:02 Bereavement Leave

- (a) A leave of absence of five (5) normally scheduled days of work without loss of pay will be granted to an employee as a bereavement leave in the event of the death of the legal or common-law spouse, parent, **brother, sister**, stepchild, son, daughter, or child in legal guardianship of such employee.
- (b) A leave of absence of three (3) normally scheduled days of work without loss of pay will be granted to an employee as a bereavement leave in the event of the death of the mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother, stepfather, of such employee, a grandparent or grandchild of such employee or grandparent of the spouse of such employee.
- (c) An additional three (3) days leave of absence of normally scheduled days of work without loss of pay shall be granted to an employee who has the sole responsibility of making the usual funeral arrangements in connection with the death of a legal or common-law spouse, parent, stepchild, child, grandparent or grandchild of such employee.

- (d) If the bereavement occurs during an employee's vacation period, the vacation allowance will be extended by the length of the bereavement period.
- (e) All employees who meet the eligibility requirements for compassionate leave per the Employment Standards Act shall be provided such leave.
- (f) **One (1) day of paid bereavement leave for an individual who is considered significant to the employee.**

17:03 Leaves of Absence

Applications for leaves of absence will be considered by the department head only when the same may be granted without interference with the department's operation, and when such requests are made in writing no less than two (2) weeks in advance of the proposed leave, specifying the reason therefore, provided however that the provision for advanced notice shall be waived in cases of emergency. It is clearly understood leaves of absence, shall be without pay and without benefits; employees may maintain benefits at their own expense **during their leave of absence.**

17:04 Jury and Witness Duty

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as juror or witness in any court proceedings. The Employer shall pay such employee the difference between their normal earnings and the payment the employee receives for jury service or court witness excluding payment for 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.

17:05 Compassionate Care Leave

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

17:06 Canadian Forces

Employees who are conscripted to serve in The Canadian Forces or who enlist therein during hostilities, or serve in the 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 the employee.

17:07 Union Leave

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.

17:08 Upon request an employee shall be granted **three (3) days** without pay in each calendar year for personal reasons. Employees are requested to provide written notice as early as possible, in advance of the requested days. Such personal reason need not be divulged by the employee. It is agreed by the parties such day off shall not be taken on the day immediately prior to or immediately after any holiday stipulated in Article 15:01 of this Agreement, or on the day immediately prior to or the day immediately after the employee's annual vacation.

ARTICLE 18 – WELFARE BENEFITS

18:01 (a) Employees must agree to the following in order to be eligible to join the Green Shield Benefits Package and the Life Insurance program which consists of:

(i) Life Insurance, to be paid by the Employer, equal to two (2) times the annualized salary, to maximum of Eighty Five Thousand Dollars (\$85,000) to age sixty-five (65) to be paid based on regularly scheduled hours of work.

(ii) Green Shield Benefits

Drug

- Prescription Plan #3 @ \$3.00 co-pay

Chiropractic

Chiropractic to a maximum of **\$700** per year

Massage therapy to a maximum of **\$850** per year

Semi Private Hospitalization **to a cap of \$10,000 per year**

Extended Health

- One (1) eye exam every 24 months, one (1) CA125 test annually, physiotherapy to a maximum of \$850.00 per year.
- Audio Plan Coverage @ **\$1,500.00** every 5 years, hearing test every **two (2)** years to a maximum of **\$100.00**
- Private Duty Nurse, **RN, RNA or PSW** at \$20,000.00
- **Mental Health Specialist coverage: maximum coverage of 50% of the fee to a total coverage amount of \$1,000 per dependent per calendar year (includes psychologist, psychotherapist and MSW coverage)**
- **Speech Therapy of up to \$200/year**
- **Paramedical coverage to be extended to holistic or naturopathic medicine (reiki, reflexology, naturopathic doctor) annual amount of up to \$300**

Out of Province

- Medex Plan

Dental

- **Current ODA rates**
- **Dental check-ups once every nine (9) months**
- Orthodontist \$3,500.00 Maximum
- **Major restorative to a maximum of 80%**

Vision

- Vision Care @ **\$500.00** every 24 months
Effective July 1, 2023, increase vision care to \$525 every 24 months
- Out of Country (1st dollar coverage) – Green Shield
- \$1000.00 laser eye surgery (coverage separate from vision care)

- (b) Employees are eligible to enroll in any or all of the individual components of the benefits agreed to in Article 18.01(a) upon completion of the employee's probationary period as per Article 20.

Further, it is agreed to by the parties that employees having completed the probationary period as per Article 20 will also have the option of enrolling in all or any of the Green Shield benefits as provided for in Article 18.01(a)(ii).

- (c) Every September 1st, employees will have the option to maintain or modify their selection of individual components of the Green Shield Benefits as provided for in Article 18.01(a)(ii). It is also understood that as a condition of enrolment, employees must remain in the benefits selected for one (1) complete year until the next September 1st cycle.
- (d) The Employer agrees to pay on behalf of all employees covered by this Agreement 100% of the premium rate for Group Accidental Death and Dismemberment Plan coverage.
- (e) The Employer will pay **eighty-five (85)** percent and each employee will pay **fifteen (15%)** percent of the total premiums for the Green Shield benefits in Article 18:01(a)(ii).
- (f) Any difference in the interpretation, application and administration of the insurance or benefit programs between the Collective Agreement and the Insurance Policy or benefits contracts that may occur will be resolved in favour of the contract of insurance or benefits contracts.

18:02 Part Time employees who have satisfied the eligibility requirements as contained in the Ontario Pension Benefits Act may join the University's Pension Plan for Support Staff. Employees will be governed by the terms and conditions of the Pension Plan Text.

The Employer agrees to maintain the present *University of Windsor Employees Retirement Plan* as restated at July 1, 1996 with Consolidated Amendments to July 1, 2002, plus any amendments thereafter.

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

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

If during the term of this Agreement, it is determined as a result of an actuarial valuation or annual cost certificate that there is excess surplus (as defined by the Income Tax Act), the Employer and Unifor and its Locals 444 and 2458 shall meet to determine how best to utilize the surplus that is attributable to Unifor bargaining unit members. If the parties are unable to make a determination, the matter shall be referred to arbitration for final and binding determination.

- 18:03 For those employees who continue to work past the age of sixty-five (65), they will be afforded the full benefits of the current Collective Agreement pursuant to the master contract of insurance so long as such plan(s) permit.
- 18:04 (a) The Employer agrees that members of the bargaining unit who retire at their normal retirement date shall have the option of purchasing all of the benefits of the University of Windsor Administrative Retirees Benefit Plan.
- (b) Retiree Benefits – Employees who retire and commence pension prior to their Normal Retirement Date, as defined in the Employees’ Pension Plan text, shall continue with benefits coverage as per Article 18:01(a)(ii) which were applicable at the time they retired until their Normal Retirement Date with all related premiums paid by the Employer. Upon attainment of the Normal Retirement Date, in addition to the benefits outlined in Article 18:01(a)(ii), retirees shall have the option of purchasing the University of Windsor Administrative Retirees benefits plan.
- 18:05 The Employer agrees that employees who retire shall have the same library privileges access to and technical support for email as members.**
- 18.06 The parties also agree to designate one seat on the Board of Governors Pension Committee for a Unifor representative. The Unifor representative shall be selected and appointed by the chairs of the four bargaining units.**

ARTICLE 19 - DURATION AND TERMINATION OF COLLECTIVE AGREEMENT

- 19:01 This Agreement shall be binding and remain in effect from **September 1, 2022 to August 31, 2025** and shall continue thereafter for an annual term of one (1) year unless either party notifies the other in writing not more than ninety (90) days and not less than forty-five (45) days prior to **August 31, 2025** that it desires to amend or revise this contract.
- 19:02 Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiations for renewal or amendment of this Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to conclude a revised or new Agreement.

ARTICLE 20 - PROBATION

- 20:01 Any new employee will be considered to be on probation and will not acquire seniority status until the employee has been employed for a period of four hundred (400) hours within a consecutive eight (8) month period, at which time their seniority shall commence from the date of hiring. Provisions of the within agreement shall not apply to a probationary employee except such provisions as are expressly made applicable to such employee.
- 20:02 After completion of the probationary period as defined in Article 20:01 above, such employees shall be considered part-time employees within the bargaining unit and their names shall appear on the seniority lists and such seniority shall commence from the date of hiring.

ARTICLE 21 - BULLETIN BOARDS

21:01 The Employer agrees to the installation of three (3) bulletin boards in the following locations: Odette Building, Leddy Library and the CAW Centre.

ARTICLE 22 - COPIES OF THE AGREEMENT

22:01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. The Union and the Employer shall share the cost of printing the Agreement in the Employer's Document Imaging Centre.

ARTICLE 23 - GENERAL

23:01 It shall be the obligation of each employee covered under the terms of this Agreement to inform the **Labour Relations Manager** of their current residential address and telephone number.

23:02 Paid Education Leave (PEL) Fund

The Employer agrees to pay into a special fund, one cent (\$0.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employees' skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the Employer to the following address: Unifor Paid Education Leave Program, **115 Gordon Baker Rd., Toronto, ON, M2H 0A8.**

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

23:03 Unifor Social Justice Fund (SJF)

The Employer agrees to pay a one (1) time lump sum payment of two hundred (\$200.00) dollars for the purpose of contributing to the Unifor - Social Justice Fund for the lifetime of the collective agreement. The fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non governmental relief and development organizations. Such monies are to be paid on a one (1) time basis into the fund established by its Board of Directors and sent by the Employer to the following address:

Unifor Social Justice Fund
115 Gordon Baker Road
Toronto, Ontario
M2H 0A8

23.04 Mandatory Drug Testing

The Employer agrees that it will not implement any policy requiring mandatory drug testing of bargaining unit employees, nor will it require any bargaining unit employee to take part in any mandatory drug testing, unless the safety of the employee, fellow

employees, students, or the general public is in jeopardy. Any such testing will be consistent with guidelines prescribed by the Ontario Human Rights Commission.

23.05 **Gym Membership**

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

23.06 **Minute of Silence**

- (a) The Employer agrees to continue to recognize that employees will observe one (1) minute of silence at 11:00 am on December 6th of each year in observation of the women killed in the Montreal Massacre.
- (b) National Day of Mourning - Every year on April 28th, at 11:00 a.m., one (1) minute of silence will be observed in memory of workers killed or injured on the job.

23.07 **Bi-Weekly Payroll**

- (a) 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.
- (b) Bi-weekly represents fourteen (14) calendar days.
- (c) The Employer will provide electronic pay stub statements and provide all employees access to a computer and a printing device.

ARTICLE 24 - HEALTH AND SAFETY

24:01 The Employer recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act. R.S.O. 1990, and its accompanying regulations as minimum acceptable standards including but not limited to:

- a) Joint Health and Safety Committee (s. 9 of OHSA)
- b) Employer Duties (s. 25,26 OHSA)
- c) Right to Accompany Inspectors (s. 54(3))
- d) Right to Refuse Unsafe Work (s. 43)
- e) Dangerous Circumstances (Part V, s. 44, 45, OHSA)

The Employer and the Union agree to abide by the regulations and obligations as noted in the OHSA and to this end the parties hereto agree that the safety of the employees, students and visitors to the campus of the University of Windsor and the protection of the Employer's facilities and equipment is a matter of prime concern.

The Employer representatives which include Managers, Supervisors, Deans, Directors, Chairs, etc., are accountable for the safety of the workers within their area, for compliance with the statutory and university requirements, and are required to support the Central Safety Committee. Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their supervisors. Further the parties acknowledge and agree that the institution and maintenance of appropriate safety measures is a proper subject for consideration at meetings between the Union Administrative Committee and the Employer and matters relating thereto may be placed upon the Agenda for meetings thereof, as and when it is considered appropriate to do so.

24:02 Right to Refuse

An employee has the right to refuse unsafe work in accordance with Occupational Health and Safety Act.

24:03 Certified Health and Safety Workers

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

24:04 Union Health and Safety Representatives

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

24:05 Central Safety Committee

- (a) The parties agree that there will exist a Central Joint Health and Safety Committee ("Central Safety Committee" or "CSC").
- (b) The CSC shall:
 - (i) make recommendations in the development of health and safety policies and programs;
 - (ii) consider and expeditiously dispose of matters concerning health and safety raised by members of the committee;
 - (iii) participate in critical injury investigations and inspections pertaining to occupational health and safety;
 - (iv) co-operate with Ministry of Labour Inspectors;
 - (v) forward formal all recommendations to the Vice-President Human Resources.
- (c) The CSC may request, from the Employer, information necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities in the workplace.
- (d) As per the Act, the CSC has access to all government and Employer studies and tests

relating to the health and safety of employees in the workplace.

- (e) The CSC meets on a quarterly basis during regular working hours, and if other meetings are necessary the committee shall meet as required during regular working hours or outside those hours.
- (f) The CSC will be structured in accordance with the Act and its members will have the power and authority specified therein. There shall be at least the same number of Worker Members as Management Members at the CSC meetings.
- (g) The Employer shall ensure that minutes are taken of all CSC meetings and that copies are provided to all members of the Committee. Administrative Support for the Committee shall be provided by the Employer.

24:06 Education and Training of CSC Members

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

24:07 Education & Training

- (a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions, and is informed by their supervisor of any safety hazards known to the Supervisor and is provided with any necessary safety equipment. Moreover, it is incumbent upon employees to report to their supervisors safety hazards known to them and the Employer will investigate the situation and take appropriate action.
- (b) All employees will receive WHMIS training and any other training deemed necessary by the Manager of Occupational Health and Safety and in consultation with the Central Safety Committee.
- (c) All education and training for employees will be arranged by the Manager of Occupational Health and Safety in consultation with the Central Safety Committee.

24:08 Disclosure of Information

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

24:09 No Disciplinary Action

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

24:10 Accident and Incident Investigations

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

24:11 Right to Accompany Inspectors

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

24:12 Access to the Workplace

The Union will notify the Employer of the attendance of the Unifor-Canada and/or Unifor Local 2458 Health and Safety representative one (1) day in advance of attending to the Employer's premises if asked to attend meetings of the CSC, or for assisting in, inspecting, investigating or monitoring the workplace.

24:13 Ergonomics

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

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

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

24:14 Working Alone

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

24:15 Protective Clothing & Equipment

The Employer agrees to pay one hundred percent (100%) of the cost of one (1) pair of safety shoes during each year of the Collective Agreement as approved by the Manager of Occupational Health & Safety.

24:16 Temperatures

In situations where the temperature in the workplace is below 18 degrees Celsius or 64.4 degrees Fahrenheit, the employees will be directed by their supervisor to an alternate location and shall suffer no loss of pay.

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

24:17 Emergency Response Plan

The University's Emergency Response Plan, especially building evacuation, will be conveyed to all Unifor Local 2458 Part Time employees.

24:18 Joint Return to Work

- (a) The Employer and the Union recognize that an early return to productive employment at the appropriate time can assist ill or injured workers in achieving rehabilitation and allow them to maintain their personal dignity and financial stability.
- (b) The Employer and the Union recognize that the Workplace Safety and Insurance Board legislation and the Ontario Human Rights Code place an onus on the Employer to accommodate injured and ill workers in a position where they will be treated with dignity and respect.
- (c) The Employer will make every reasonable effort pursuant to the provisions of the Ontario Human Rights Code and, where appropriate, WSIB legislation, to accommodate employees coming within the scope of this agreement with suitable alternate temporary employment by reviewing, and if necessary, modifying their regular duties.
- (d) In order to accommodate an employee said employees' pre-injury position will be considered for modification. The goal will be to return the injured/ill worker to the essential duties of the pre-injury job. Modified work is temporary employment of a light

or modified nature, calculated to assist in returning the employee to full regular duties. Such modified work is considered transitory by its nature and, although without formal time limits, it is generally anticipated that the worker will return to their usual job functions in the near future.

- (e) Upon receipt of medical documentation indicating the employees' ability to return to work, the employee will meet with the representative from the Occupational Health and Safety Office, the **Labour Relations Manager** or designate, the employee's direct Supervisor and the Union Administrative Committee Member to discuss the employee's return to modified duties. There will be no offer of modified work until such time as medical documentation has been received. The parties recognize the importance of confidentiality of an employee's health information.
- (f) Where the employee has sustained a work related injury, the employee shall be required to co-operate with the Employer as prescribed by the Workplace Safety and Insurance Board.
- (g) The application of this Article will be pursuant to the Ontario Human Rights Code or WSIB Legislation as the case may be. Where there is a conflict between this Article and the relevant legislation, the provisions of the legislation will prevail.

ARTICLE 25 – NEW MEMBER ORIENTATION

- 25:01 (a) At the time of signup with Human Resources, the Employer shall provide the new employee with a list of names of the Union Committee Members and the Union Chairperson, and their telephone numbers and campus mail address, as supplied by the Union.
- (b) It is agreed that on or shortly following the start date of the newly hired employee, a Union Representative shall have the opportunity to meet with the new employee for a **sixty (60)** minute period without loss of pay for the purpose of attending a Union Orientation session.
- (c) Paid release time for the Union Representative to attend such meeting will be granted during their regularly scheduled hours where possible.

ARTICLE 26 – TECHNOLOGICAL CHANGE

- 26:01 For the purposes of this Article, technological change means the introduction or addition of equipment, machine or instruments or the modification thereof which has an impact on the operations of a department.
- (a) Any technological change made which has the effect of reducing the hours of operation, eliminating a job, job classification or position, creates a lay-off, or results in a demotion for one or more employee(s) shall be discussed with the Union two (2) months prior to the implementation of the technological change.
- (b) The Employer shall provide the Union with the following:
- (i) the nature of the technological change;

- (ii) the date on which the Employer proposes to implement the technological change;
 - (iii) the approximate number, names, and positions likely to be affected by the technological change;
 - (iv) the effect that the technological change may have on the employee's terms and conditions of employment;
 - (v) to the extent available, information will be provided about the number of new positions/classifications to be created as a result of the technological change.
- (c) The parties agree that introduction of new software is not considered technological change. With the introduction of new software, training will be provided to the affected employee(s).
- 26:03 Where new or greater skills are required than are already possessed by the affected employee(s) under the present methods of operation, such employee(s) shall be given a period of training, during which they may perfect or acquire the skills necessitated by the new method of operation.
- 26:04 The Employer will assume the cost of training and defray the costs of out-of-town travel for such training in accordance with the Employer's existing travel policy. There shall be no reduction in wage or salary rates during the training period of any such employee(s). Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 26:05 Employee(s) with one (1) or more years of continuous service who are subject to layoff or demotion under conditions referred to above, will be given notice of the impending change in employment at the earliest reasonable time in accordance with the provisions of Article 9.

ARTICLE 27 - PROTECTION OF INTERESTS

- 27:01 It is the declared intention of the parties hereto to provide for the job security of the employees covered by the term of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Windsor in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. In consideration thereof, the parties hereto agree as follows:
- (a) The Employer agrees there will be no contracting out, **outsourcing or elimination** of any bargaining unit work to the extent that no Bargaining Unit employee who was employed by the Employer before **August 31, 2025** and has completed their probationary period, shall be laid off by reason of the Employer contracting out the work being performed by such employee at the time of the contracting out, **outsourcing or elimination**.
 - (b) No job currently performed by a bargaining unit member will be reclassified as a non-bargaining unit job or as another Union's job as a direct or indirect result of a technological change.

27.02 **Work of the Bargaining Unit**

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

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

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

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

ARTICLE 28 – PAY EQUITY

28.01 **Steering Committee**

- (a) Membership of the Steering Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. Representing the Union will be the Chairperson and a member from the Local Union. The National Representative may also attend as determined by the Union.

- (b) The Steering Committee will be responsible for maintaining the pay equity plan, which will include, but is not limited to, the following:
 - i) the Terms of Reference;
 - ii) the determination of the gender of the job classes within the establishment;
 - iii) the gender neutral Job Evaluation Plan;
 - iv) the Job Information Questionnaire;
 - v) the weights and points assigned to each factor in the Plan; and
 - vi) the banding of classifications.

- (c) The Steering Committee will also make final determinations on disputed job descriptions where the duties are in dispute between the employee and the Manager.

- (d) Members of the Steering Committee will not be raters on the JJEC.

- (e) The Steering Committee will annually review the process, evaluation tool, terms of reference and any other applicable material.

- (f) **Information such as final position descriptions, evaluations, copies of the JJEC meetings, rating notes and other relevant correspondence will be shared jointly with the Committee.**

28:02 Joint Job Evaluation Committee

It is hereby agreed that the process of job evaluation shall operate in accordance with the following terms and conditions **with the Unifor Local 2458 Part-time having their positions evaluated by the existing Unifor Local 2458 Joint Job Evaluation Committee:**

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

- (i) The parties agree that it is not the role of the JJEC to resolve disagreements between management and the employee (s) regarding the content of a job and whether the job warrants re-evaluation.
- (j) Should the employee and the supervisor be unable to come to an agreement on the duties within the position description through discussion, the parties should contact the Union and the **Labour Relations Manager**.
- (k) If agreement is still not achieved on the duties within the position description, the parties **shall convene the Steering Committee**.
- (l) It is agreed by the parties that the **Labour Relations Manager** or designate's review of position descriptions is for content, structure and primarily to ensure duties are not being assigned that would result in exclusions as per subsection 1(3)(b) of the Ontario Labour Relations Act, 1995.
- (m) The retroactivity date of an employee's request for job re-evaluation will be the date on which the employee/supervisor submits their original request to the Department of Human Resources. Should the employee not submit a revised job description and summary of duties to Human Resources after three (3) months, the request will be considered withdrawn.

28:03 The procedure for evaluating a newly created position will be as follows:

- (a) In the case of newly created positions, job descriptions shall be written by the Dean/Department Head/Manager/ Supervisor and submitted to the **Labour Relations Manager** or designate for review who will convene a meeting of the JJEC.
- (b) Such positions will be evaluated by the JJEC and a **rating** established. In the event the evaluation **results in the need for a** new classification, the provisions in Article 14.07 **shall** apply.
- (c) The Dean/Department Head/Manager/Supervisor will attend the evaluation meeting to answer questions of the JJEC related to the duties of the new position. The JJEC shall evaluate the position to determine its appropriate point value before the position is posted.
- (d) Such final decision by the JJEC shall be binding on the Employer and the Union until the employee has been in the position for twelve (12) months.
- (e) The position description shall be reviewed by the incumbent and the immediate Supervisor once the incumbent has been in the position for twelve (12) months. This review will enable both parties to determine if the job description accurately reflects the duties that have been performed by the incumbent.
- (f) In the event, this review determines that the position duties have changed, the job description signed by both the incumbent and immediate supervisor will be sent to the **Labour Relations Manager** or designate for review prior to convening a meeting of the JJEC to re-evaluate the position.
- (g) If the position is evaluated at a higher classification level, the higher salary level will apply,

retroactively to the date of hire, or the date that can be clearly established on which the duties came into effect, whichever is later.

- (h) In the event, the JJEC determine that the evaluation of the position is two (2) or more classifications higher, the position will be posted and the provisions of Article 10 will apply. Further, the incumbent will be afforded their rights in Article 9 and will be considered for bumping at the level they were hired at, not the re-evaluated level.

If the position is evaluated at a lower classification level, the employee shall not suffer loss of wages **and will be deemed to be 'green circled'**.

28:04 The procedure for re-evaluation of existing position descriptions will be as follows:

- (a) Requests for re-evaluation of position descriptions shall be in writing with a copy to the immediate Supervisor and will be submitted in the first instance, by the applicant, to the **Labour Relations Manager** or designate, for review prior to convening the Committee to evaluate the job description.
- (b) The incumbent and/or supervisor will have five (5) working days after the receipt of the re-evaluation to request reconsideration. The re-evaluation of a position may be appealed to the "Appeals Committee" composed of the members of the JJEC who did not hear the initial re-evaluation.
- (c) The revised job description and a summary of changes must be submitted to **the Labour Relations Manager** or designate for review prior to convening a meeting of the JJEC. **The summary of changes form will include all changes made to the job description since the last evaluation, which shall be easily identified.**

28.05 If the position is evaluated at a lower classification level, the employee shall not suffer loss of wages and will be deemed to be 'green circled'.

28.06 In all cases, the Union shall receive copies of the final position descriptions and their evaluations as well as on a monthly basis, the copies of minutes of the JJEC meetings, rating notes and other relevant correspondence. The Employer agrees to forward to the Chairperson of the Union by the first of July annually a list indicating each employees' name, position, title, classification and the respective Hay Points.

28:07 Pay Equity Maintenance

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

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

(d) disclose relevant information to pay equity issues.

28:08 The parties shall meet once per year to jointly review the Pay Equity Plan and update it as necessary.

28:09 All positions that have not been reviewed by the Joint Job Evaluation Committee (JJEC) within the last five (5) years will be reviewed within ninety (90) days after ratification.

ARTICLE 29 – DOMESTIC VIOLENCE

29:01 The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional such as doctor, lawyer, professional counsellor, a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employee(s) to subvert the application or otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to report.

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

ARTICLE 30 - EMPLOYEE PEER ASSISTANCE COMMITTEE

30:01 The parties recognize that employees at some point in time may need assistance. It is further recognized that at times such as these, a person's work performance may be affected. As such, the Employer provides an EAP Program for employees of the University of Windsor.

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

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

ARTICLE 31 - LONG SERVICE PAY

31.01 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 part-time service as of

December 31st of each year as follows:

| Qualifications for Payment | Total Annual Payment |
|--|----------------------|
| Upon completion of five years and less than ten years service: | \$ 50.00 |
| Upon completion of ten years and less that fifteen years service: | \$100.00 |
| Upon completion of fifteen years and less than twenty years service: | \$150.00 |
| Upon completion of twenty years service or more: | \$200.00 |

ARTICLE 32 – TUITION REMISSION

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

- (a) Employees must have been employed with the University for a minimum of three (3) years to be eligible.
- (b) In the year prior to application, the employee must have worked at least 600 hours.
- (c) 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.
- (d) The employee must take such course(s) outside of their scheduled working hours.
- (e) 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.
- (f) All applications for the program shall be submitted in writing to the Student Awards and Financial Aid Department.
- (g) The maximum amount to be awarded in accordance with this program is \$2,500 per semester.
- (h) To maintain eligibility for this program, employees must continue work at least 600 hours per year.

ARTICLE 33 - PARKING

- 33:01** Employees who possess a valid University parking pass will have the option of parking in the parking lot closest to their work location while working on the afternoon or nights shifts.
- 33:02** The Employer shall provide parking at the Leddy Lot after 4:00pm to 7:00am Monday to Friday, and on the weekends for Leddy Library employees.
- 33:03** Employees may purchase a part time parking pass for a pro-rated fee from Parking Services. They may also purchase the parking pass through a payroll deduction program on a monthly basis.
- 33:04** During a fixed-term layoff, employees have the option of suspending their parking pass for the duration of their fixed-term layoff.

LETTER OF COMMITMENT

The parties hereby confirm that the following projects are ongoing and all bargaining unit work associated with these projects and/or operations shall be performed by bargaining unit employees:

- 300 Ouellette
- New Residence Building (Tilbury)
- Catering/Conferencing Services

LETTER OF UNDERSTANDING RE: ARTICLE 14 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

When a department moves, the Unifor 2458 clerical and administrative support staff will remain with that department.

LETTER OF UNDERSTANDING RE: 3:01 RECOGNITION

The parties acknowledge that the Recognition Clause contained in Article 3:01 does not reflect the various proceedings including the recent OLRB. The parties agree that through these various proceedings the Recognition Clause was amended.

LETTER OF UNDERSTANDING RE: PENSION CONTRIBUTIONS

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

LETTER OF UNDERSTANDING RE: PENSION FUNDING POLICY AND CONTRIBUTION STABILITY IN RESPECT OF THE UNIVERSITY OF WINDSOR EMPLOYEES' RETIREMENT PLAN ("PLAN")

1. **The Parties, through the Unifor University of Windsor Joint Pension Committee (the "JPC"), agree to develop a pension funding policy that will apply to the members, former members, retired members, and survivors who are or were represented by Unifor under Plan (the "Unifor Members"). The purpose of the pension funding policy is to improve the Plan as it relates to the Unifor Members. The funding policy is to address any building of reserves and the management of deficits and excess assets, with the goals of maintaining contribution stability, long-term sustainability of the Plan, intergenerational equity amongst Unifor members, and when and as affordable, providing benefit improvements including access to early retirement pensions on a subsidized basis, and will address, among other matters as may be agreed:**
 - **The minimum funded status of the Plan on a solvency, going concern (including provision for adverse deviation) and hypothetical wind-up basis that is required to be maintained both before and after the funding policy would provide that the Plan could be amended to provide a benefit improvement;**

- Other terms and conditions required to be satisfied before amendments to the Plan to provide benefit improvements;
 - The frequency and content of actuarial reporting on the financial status of the Plan; and
 - The role of the JPC.
2. The proposed effective date of the pension funding policy is July 1, 2023 and will provide that it may be amended by Unifor and the University. Once established, the pension funding policy will be incorporated by reference into the Plan text.
 3. The parties agree to meet no later than thirty (30) days from ratification. The terms of the funding policy must be settled by December 31, 2022, which deadline may be extended by mutual agreement of the parties.
 4. Subject to the development of excess surplus and provided that all contributions to the Plan must be eligible contributions under the Income Tax Act, and the terms of the pension funding policy, the aggregate contributions to the Plan in respect of the Unifor members (inclusive of current service contributions, administrative expenses, provisions for adverse deviation, and special payments required by the Pension Benefits Act) shall be maintained at a minimum blended rate of 14% of pensionable earnings. The minimum blended rate will be implemented as soon as practicable after the date on which the next actuarial valuation for the Plan is filed with the pension regulator.
 5. The aggregate contribution to the Plan referenced in paragraph 4 shall be split equally between the University and active Unifor Members using a blended rate that maintains an equitable relationship between contributions and benefits.
 6. Should a dispute arise in the application of the pension funding policy, the issue shall be brought before an arbitrator versed in pension law.
 7. The parties agree to form the JPC. The JPC shall consist of one (1) member from each Unifor bargaining unit selected by each respective membership with an equal number of representatives selected by the University of Windsor. The JPC shall not exceed eight (8) members, four (4) from each party. Advisors to each party (i.e., Unifor National and Local representatives, the actuaries of the Plan, legal counsel, etc.) may attend JPC meetings. The advisors shall have a voice but no vote. The JPC shall meet a minimum of once per year, with the date to be mutually agreed to by the Parties.
 8. The parties agree to develop Terms of Reference for the JPC. The parties acknowledge that maintaining both the JPC and the Unifor Pension Advisory Committee (“PAC”) is duplicative and the parties commit to streamline the governance of the Plan with the intention to merge the JPC and the PAC by August 31, 2025. Until such time, meetings of the JPC and the PAC may be combined for efficiency.
 9. The parties acknowledge and agree that the Joint Union Pension Negotiating Committee referenced in the Collective Agreements for the Local 444 and Local 2458 (Engineers) is not operative.

LETTER OF UNDERSTANDING RE: UNREDUCED PENSION

The pension plan text shall be amended to allow for an unreduced pension for employees who have reached the age of 63 and have 25 years of credited service.

Employees who have reached 25 years of credited service and elect to retire prior to age 63 will have their pensions reduced to the age of 3, but not beyond. Employees who otherwise retire, will experience the same deductions to their pensions as existed prior to ratification.

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 Full-time, 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 **444**, W.U.F.A., and Non-Union Administration) to address issues concerning employment equity at the University of Windsor. The parties also agree to proceed with the University of Windsor's Employment Equity Plan, in accordance with the Federal Contractors Program. Decisions of such Committee/Subcommittees must be ratified by each individual constituency as applicable (Unifor Local 2458 Full-time, 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 195, W.U.F.A., and Non-Union Administration).

LETTER OF UNDERSTANDING RE: RACIAL JUSTICE ADVOCATE

In recognition of societal racism, the Employer agrees to recognize a Racial Justice Advocate. A Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community. The Local Union President will be responsible for the selection of the Union's Racial Justice Advocate.

A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized people and concerns such as racial discrimination and racial violence. The role of the Racial Justice Advocate in the workplace will include to:

- Listen
- Provide support to Black, Indigenous and racialized members
- Assist with racial justice initiatives
- Promote access to community culturally appropriate services
- Work with facility leadership to develop, implement and monitor an Anti-Racism Action Plan
- Network with coalition partners
- Collaborate with relevant offices on campus, such as the Director of Anti-Racism Organizational Change in the Office of the Vice President Equity, Diversity, and Inclusion and the Office of Human Rights, Equity and Accessibility, regarding anti-racism issues affecting their members
- Assist with organizing anti-racism training

Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the Union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the Employer. Such approval shall not be unreasonably withheld.

LETTER OF UNDERSTANDING RE: TRAINING AND PROFESSIONAL DEVELOPMENT

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

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

The parties recognize that, in addition to skills training required within their current position, other forms of professional development may benefit both the member and the University. Professional Development is defined as learning and development opportunities offered through the University. This would include formal academic programs (i.e., credit courses offered at the University) and training initiatives offered through IT Services and the Department of Human Resources. Further the parties agree Unifor 2458 F/T will appoint one (1) representative to the Professional Development Committee to review training opportunities and requirements on campus.

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

- a) The Employer has certain operational requirements that must be met, including having a sufficient number of staff available during the department's hours of operation. Any request related to a member's involvement in a skills training, professional development and/or learning opportunity shall be submitted to the immediate supervisor which will be considered in conjunction with these above noted departmental requirements and will not be unreasonably denied.
- b) Training in areas specific to the financial information system and finance for non-financial users, student information system (where user permissions apply and tutorials are available for those without permissions), Microsoft Office, Web Design will be offered to members of the Bargaining Unit. Implementation and scheduling of such training shall occur within annually.
- c) It is further agreed that the interview and communication skills training will be provided a minimum of one (1) time per calendar year.

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

LETTER OF UNDERSTANDING RE PARKING ADVISORY COMMITTEE

Unifor shall have a representative from each Local on this Committee, for a total of four (4) representatives. Each representative must use parking services on campus.

SCHEDULE "A" – WAGE RATE

| September 1, 2022 GRID (2.0% Increase) | | | | |
|---|---------|--------------------------|----------------|----------------|
| Classification & Point Spread | | Probationary Rate | Step 1 | Step 2 |
| "1" | 85-98 | -- | -- | -- |
| "2" | 99-114 | \$21.38 | \$22.23 | \$23.12 |
| "3" | 115-132 | \$22.36 | \$23.32 | \$24.26 |
| "4" | 133-153 | \$23.30 | \$24.26 | \$25.18 |
| "5" | 154-178 | \$24.78 | \$25.85 | \$26.93 |
| "6" | 179-207 | \$26.67 | \$27.78 | \$28.88 |
| "7" | 208-240 | \$28.44 | \$29.64 | \$30.84 |
| "8" | 241-279 | \$30.45 | \$31.65 | \$32.93 |
| "9" | 280-324 | \$32.16 | \$33.54 | \$34.88 |
| "10" | 325-394 | \$34.86 | \$36.23 | \$37.61 |
| "11" | 395-436 | \$35.96 | \$37.43 | \$38.92 |

| March 1, 2023 GRID (1.0% Increase) | | | | |
|---|---------|--------------------------|----------------|----------------|
| Classification & Point Spread | | Probationary Rate | Step 1 | Step 2 |
| "1" | 85-98 | -- | -- | -- |
| "2" | 99-114 | \$21.59 | \$22.46 | \$23.35 |
| "3" | 115-132 | \$22.58 | \$23.55 | \$24.50 |
| "4" | 133-153 | \$23.53 | \$24.50 | \$25.44 |
| "5" | 154-178 | \$25.02 | \$26.11 | \$27.20 |
| "6" | 179-207 | \$26.94 | \$28.06 | \$29.16 |
| "7" | 208-240 | \$28.72 | \$29.94 | \$31.15 |
| "8" | 241-279 | \$30.75 | \$31.97 | \$33.25 |
| "9" | 280-324 | \$32.48 | \$33.87 | \$35.23 |
| "10" | 325-394 | \$35.21 | \$36.59 | \$37.98 |
| "11" | 395-436 | \$36.31 | \$37.81 | \$39.31 |

| September 1, 2023 GRID (2.0% Increase) | | | | |
|---|---------|--------------------------|----------------|----------------|
| Classification & Point Spread | | Probationary Rate | Step 1 | Step 2 |
| "1" | 85-98 | -- | -- | -- |
| "2" | 99-114 | \$22.02 | \$22.91 | \$23.82 |
| "3" | 115-132 | \$23.03 | \$24.02 | \$24.99 |
| "4" | 133-153 | \$24.00 | \$24.99 | \$25.94 |
| "5" | 154-178 | \$25.52 | \$26.63 | \$27.74 |
| "6" | 179-207 | \$27.48 | \$28.62 | \$29.75 |
| "7" | 208-240 | \$29.30 | \$30.54 | \$31.78 |
| "8" | 241-279 | \$31.37 | \$32.61 | \$33.92 |
| "9" | 280-324 | \$33.13 | \$34.55 | \$35.94 |
| "10" | 325-394 | \$35.92 | \$37.32 | \$38.74 |
| "11" | 395-436 | \$37.04 | \$38.56 | \$40.10 |

| September 1, 2024 GRID (3.0% Increase) | | | | |
|---|---------|--------------------------|----------------|----------------|
| Classification & Point Spread | | Probationary Rate | Step 1 | Step 2 |
| "1" | 85-98 | -- | -- | -- |
| "2" | 99-114 | \$22.69 | \$23.59 | \$24.54 |
| "3" | 115-132 | \$23.72 | \$24.74 | \$25.74 |
| "4" | 133-153 | \$24.72 | \$25.74 | \$26.72 |
| "5" | 154-178 | \$26.29 | \$27.43 | \$28.75 |
| "6" | 179-207 | \$28.30 | \$29.48 | \$30.64 |
| "7" | 208-240 | \$30.18 | \$31.45 | \$32.73 |
| "8" | 241-279 | \$32.31 | \$33.58 | \$34.94 |
| "9" | 280-324 | \$34.13 | \$35.59 | \$37.02 |
| "10" | 325-394 | \$36.99 | \$38.44 | \$39.91 |
| "11" | 395-436 | \$38.15 | \$39.72 | \$41.30 |

APPENDIX A

SCHEDULE OF SEVERANCE ENTITLEMENT

The following will be the minimum level of severance pay:

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

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

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

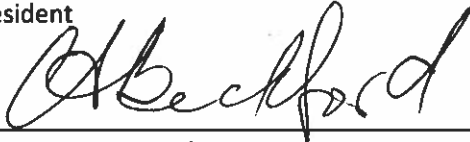
IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers on the June 12, 2023.

UNIVERSITY OF WINDSOR

Unifor Local 2458 (Part-time Office & Clerical Unit)



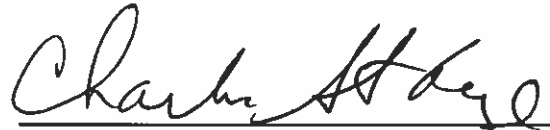
President



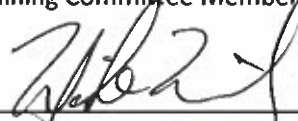
Interim Vice-President- Equity, Diversity and Inclusion



Labour Relations Manager



Bargaining Committee Members



Local 2458 President



National Representative