

# COLLECTIVE AGREEMENT

between

UNIVERSITY OF WINDSOR



and

**UNIFOR  
AND ITS LOCAL 444**



[www.unifor.org](http://www.unifor.org)

## SPECIAL CONSTABLE SERVICE

THIS AGREEMENT made this 1<sup>st</sup> day of September, 2022

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the “Employer”

OF THE FIRST PART

and

UNIFOR and its Local 444,  
hereinafter called the “Union”

OF THE SECOND PART

Department of Human Resources  
University of Windsor  
Windsor, Ontario

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## **ARTICLE 1 - PREAMBLE**

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

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union,
2. To secure prompt and equitable disposition of grievances arising out of the administration of the within Agreement,
3. To encourage efficiency in operation,
4. To promote the morale, well-being and security of all employees in the bargaining unit,
5. To work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at the University of Windsor,
6. **To advance our commitment to achieve greater equity, diversity, inclusion and decolonization by addressing systemic barriers, particularly those experienced by members of underrepresented or disadvantaged groups, by embedding the principles of equity, diversity and inclusion and decolonization in all we do.**

NOW THEREFORE, the parties agree as follows:

## **ARTICLE 2 - RESERVATION OF MANAGEMENT RIGHTS**

- 2:01 The Union acknowledges that all managerial rights of the Employer exercised by the Employer shall be reserved to it, except to the extent herein limited. Without limiting the generality of the foregoing, the Union acknowledges that it is the right of the Employer to:
- (a) Manage, conduct and operate the University of Windsor;
  - (b) Maintain order, discipline and efficiency;
  - (c) Establish and enforce rules and regulations consistent with the provisions of this Agreement, governing the conduct of the employees;
  - (d) Hire, classify, direct, transfer, lay-off, promote, demote, and for just cause discipline and discharge employees, subject to the right of the employees to lodge a grievance as herein provided.
- 2:02 The Employer agrees that such rights will be exercised in a manner consistent with the terms of this Agreement.

## **ARTICLE 3 - RECOGNITION**

- 3:01 Having regard for the certificate issued by the Ontario Labour Relations Board, and the Board's decision issued to the Union on May 8th, 1969; the Employer recognizes the Union as the sole bargaining agent of all "Special Constables", "Sergeants", "Senior

Special Constables”, “**Staff Sergeant**”, “**Cadets**”, and the “Administrative Assistant” (heretofore referred to as “University of Windsor Special Constable Service”) of the Employer at Windsor, save and except persons above the rank of **Staff Sergeant**, and persons employed for not more than twenty-four (24) hours per week.

- 3:02 Persons employed for not more than twenty-four (24) hours per week will not replace employees who belong to the bargaining unit in the performance of their regular assigned work, unless an immediate emergency exists requiring special attention.
- 3:03 No employee who belongs to the bargaining unit shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3:04 In respect of employees covered by this Agreement, the Employer shall not recognize during the term of this Agreement, any other bargaining agent in respect of any matters herein dealt with.
- 3:05 **It is agreed that Special Constables staff above the rank of Staff Sergeant shall not undertake work normally performed by members of the bargaining unit except in the following circumstances:**
1. **In the exercise of their responsibilities by virtue of their appointment as a Special Constable;**
  2. **In the case of emergencies beyond the control of the Employer; or**
  3. **For the purposes of giving instruction.**

#### **ARTICLE 4 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE**

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

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

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

The parties are committed to providing a discrimination and harassment-free **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 (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 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 (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 pictures or materials or 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 of either actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- iv. any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile or intimidating or offensive manner; or
- v. the communication or display of material with a focus on sexuality or sexual identity which has the effect or purpose of creating a hostile or intimidating working or educational environment.

(d) Investigative Training

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

(e) **REVIEW/INVESTIGATION OF COMPLAINTS**

Filing a Complaint

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

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

**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** within five working (5) days. The, **Labour Relations Manager** or designate and the Union Committee Representative will interview the employee jointly within ten working (10) days of receipt of the complaint and advise the employee if the complaint can be resolved immediately or if the complaint



should be formalized in writing. If the parties disagree it will move forward to a formal investigation.

(g) Investigation - Formal

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

**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 an 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 fifteen (15) working days of receiving the findings and will meet with the Union Chairperson to inform them of the resolution. It is agreed that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code.

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

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

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

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

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

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

**ARTICLE 5 - UNION SECURITY**

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

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

Unifor Local 444

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

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

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

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

5:02 The amount of such dues shall be certified to the Employer by the **Financial** Secretary of **Local 444**. In the event of a change therein not less than thirty (30) days' notice thereof shall be given to the Employer.

5:03 The dues deducted from the pay of the employee shall be forwarded by the Employer to the Financial Secretary-Treasurer of the **Local 444** no later than the twentieth (20th) day of each month. The Employer agrees to provide the Union with a monthly listing of dues deductions giving a brief explanation of each employee from whom dues have not been deducted.

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

(b) It is agreed that on or shortly following the start date of the newly hired employee, a Union Representative shall have the opportunity to meet with the new employee for a thirty (30) minute period without loss of pay for the purpose of attending a Union Orientation session.

(c) Paid release time for the Union Representative to attend such meeting will be granted

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

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

Information changes will be forwarded in a timely manner.

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

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

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

#### **ARTICLE 7 – NOTICES**

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

## **ARTICLE 8 - REPRESENTATION**

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

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

The Union Committee will conduct negotiations for a renewal of this Collective Agreement and when acting in such capacity, will not suffer any loss of pay if negotiations are conducted during working hours, but nothing herein shall be construed as an agreement by the Employer to pay members of such Committee for negotiating during a strike or during any other work stoppage. In no event will members of the Union Committee be paid more than their normally scheduled shift. The University will allow said Union Committee two (2) paid shifts of preparation time for the renewal of the Collective Agreement on or off campus. The Union Committee's regular schedule will be altered so that negotiation or preparation days will be considered a day worked.

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

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

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

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

For any other meeting, the Union Committeeperson will provide their **Sergeant or designate** as much notice as possible. Such requests will not be unreasonably denied.

- (b) (i) The Chairperson may be absent from their post for **eighteen (18) hours** per month without loss of pay to attend to Union duties either on or off campus. Such absences shall be subject to the same notice requirements as per part (a) above. The Chairperson will also be allowed a one (1) day paid leave of absence to attend the annual Unifor, Local 444 Chairpersons meeting.

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

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

- (ii) **The Vice Chair will be allowed twelve (12) hours** per month without loss of pay to attend to Union duties either on or off campus.
- (iii) The Recording Secretary shall be allowed six (6) hours per month without loss of pay to attend to Union duties either on or off campus.

8:05 The Union, its members and/or its Agents shall not during the hours of employment or on the Employer's premises conduct or attempt to conduct Union activities except as hereinafter expressly provided for.

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

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

8:07 The Off Duty Coordinator may be absent from their post for **twelve (12) hours** per month without loss of pay to attend to off duty matters.

8:08 No employee shall waive Union representation.

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

8:10 **The Employer will provide the Union with suitable office space on campus with a desk, chair, computer, file cabinet, webcam, and telephone for use within ninety (90) days of ratification.**

#### **ARTICLE 9 – LABOUR MANAGEMENT RELATIONS**

9:01 The Union and the Employer acknowledge the mutual benefits derived from joint discussion and consultation and agree to establish a Labour/Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect.

9:02 The Labour/Management Committee will be composed of three (3) Union Representatives with at least one (1) representative from Unifor Local 444 or the Unifor National Office and three (3) representatives of the Employer, of whom two shall be the Director, Special Constable Service and the **Associate** Vice President, Human Resources or designate. A representative of each party shall be designated Co-chairs, and the two persons so designated shall alternate in presiding over meetings and preparing the agenda.

9:03 The Committee shall meet quarterly and at other times as mutually determined. The parties may mutually agree to cancel any scheduled meeting.

9:04 Standing agenda items shall be:

- (a) Training (input/discussion);
- (b) Operational Procedures (review/discuss procedures/directives); and
- (c) Monthly statistics (crime analysis).

9:05 An agenda of matters proposed to be discussed will be exchanged at least seven (7) calendar days prior to the scheduled meeting.

9:06 The allotted time for meetings will generally be two (2) hours.

9:07 Tentative minutes of the meeting shall be circulated within seven (7) calendar days of the meeting to all members of the Committee. The minutes of meetings will be approved at the next meeting. In the event, agreement cannot be reached on the minutes, outstanding items in the minutes will be clearly reflected and such minutes will stand.

9:08 The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.

9:09 The Committee will review the annual report that is submitted to Windsor Police Services prior to its submission to that body. The report will contain the information required by the Special Constable Operating Agreement. This includes all use of force statistics.

9:10 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to discussions and conclusions, and shall not have the power to add to or modify the terms of this Collective Agreement or deal with grievances.

#### **ARTICLE 10 - SENIORITY**

10:01 Seniority shall be defined as length of continuous service within the bargaining unit.

10:02 Continuous service shall mean unbroken employment and shall include vacations and holidays, scheduled days off, lay-offs and suspensions, and approved leaves of absence, absence because of illness or injury.

10:03 The Employer shall maintain a seniority list of all employees showing their seniority determined in accordance with this Agreement. Seniority lists shall be posted on the first day of April of each year by the Employer on the bulletin board herein provided for. Copies of the said seniority list shall be mailed to the **Financial Secretary Treasurer, Local 444**, on such dates.

10:04 Any employee who on the effective date of this Agreement was employed in the bargaining unit, shall have the seniority which they had attained with the Employer as of the date.

10:05 (a) Any employee will be considered to be on probation and will not acquire seniority status until they have completed a total of sixty (60) days worked within a consecutive eight (8) month period, at which time their seniority shall commence from the date of hiring in their classification in Special Constable Service. They shall participate in the welfare benefits named in **Article 25** of this Agreement upon successful completion of the probationary period. The Administrative Assistant will be paid at eighty-five (85%) percent of the applicable Schedule "A" rate and Special Constables the start rate as defined per Schedule "A" of this Agreement during their probationary period.

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

Any employee will be considered to be on probation and will not acquire seniority status until they have completed a total of four hundred and eighty (480) hours worked within a consecutive eight (8) month period, at which time their seniority shall commence from the date of hiring in their classification in the Special Constable Service. They shall participate in the welfare benefits named in **Article 25** of this Agreement upon successful completion of the probationary period. A new employee will be paid the start rate as defined per Schedule "A" of this Agreement during their probationary period.

10:06 Seniority shall prevail in the lay-off and recall of employees. Whenever the workforce within a classification shall be reduced by the Employer, probationary employees shall be laid off first and if more layoffs are implemented, the last employee on the said classification list with the least seniority shall be the next laid off. In returning to work, the last employee laid off within the classification concerned shall be the first employee recalled. Seniority employees subject to layoffs will have the right, which must be exercised within three (3) working days of the date of layoff, to displace the least senior

employee in another classification who has less seniority than the employee being laid off, provided the employee has the skill, ability, and qualifications to perform the work.

10:07 The seniority of an employee shall terminate if:

1. They are discharged for just cause and not reinstated.
2. They resign.
3. They are absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
4. After a lay-off they fail to return to work within seven (7) calendar days after being notified by registered mail so to do, addressed to their last residence address unless they are unable to do so by reason of illness or other reasonable cause. It shall be the responsibility of the employee to keep the Employer informed of their current residential address.
5. They are laid off for a period longer than twenty-four (24) months.
6. At any time during a layoff, an employee who has requested and received their termination and severance. Termination and severance pay, where applicable, will be paid in accordance with the Employment Standards Act, 2000, S.O. 2000, c. 41, as amended.

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

10:08 Notwithstanding their respective positions on the seniority list, the Chairperson, the Vice Chair, Recording Secretary and one (1) Committeeperson shall have top seniority in the bargaining unit only for purposes of lay-off and recall so long as there is work available which they are qualified to perform.

10:09 The Sergeants' seniority date will be recognized as the date of hire in the department.

10:10 An employee who is laid off shall maintain full benefit coverage as provided in **Article 25.01** of this Agreement for a period of eighteen (18) months following the effective date of lay off.

**10:11 For the purposes of determining seniority through the stages of classification of Special Constables (fourth through first class), seniority shall accumulate in the following circumstances:**

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



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

#### ARTICLE 11 - JOB POSTINGS

- 11:01 The selection or appointment of employees for supervisory positions above the rank of **Staff Sergeant** or for any position not subject to this Agreement is not governed by this Agreement. However, if an employee so chooses or is found to be unsuitable in such supervisory position within a period of ninety (90) calendar days from the date of their appointment, they shall be transferred back to their former position without loss of seniority, providing said employee has taken out a withdrawal card from the Union.
- 11.02 (a) When new jobs are created or vacancies occur falling within the classifications set forth in Schedule "A" of the within Contractual Agreement, they shall be posted **electronically** for seven (7) calendar days. **A copy of the posting shall be sent to the Chairperson prior to the position being electronically posted.** Employees may apply **electronically** through the Human Resources **website** for such new jobs. The posting of new jobs and vacancies shall be limited to such first new jobs or vacancies and none other.
- (b) Persons applying for positions in the **Cadet**, Special Constable, Sergeant **and Staff Sergeant** classifications, shall be required to qualify and maintain eligibility for Special Constable status, and be in the possession of the following: a current Ontario Association of Chiefs of Police (O.A.C.P.) Certificate of Results for Police Officers or equivalent as deemed by the Director, Special Constable Service, a valid classification G Driver's License within the Province of Ontario, a current First Aid/CPR Certificate and a Police Clearance. In situations where all of the above criteria are met then the Employer shall select the employee having the longest seniority within the bargaining unit.
- (c) In the event that an employee holding a Special Constable appointment does not re-qualify for Special Constable status, they shall have the opportunity to appeal to the Windsor Police Services Board, as provided for in the Police Services Act. Pending the outcome of the appeal, the Employer shall continue to employ the employee at their current rate of pay. If the appeal is successful and the employee is granted Special Constable status, they shall continue to be employed in their current position. If the appeal is unsuccessful, the parties agree to meet and discuss employment opportunities for the employee elsewhere in the University.
- (d) The Employer agrees that all applicants within the bargaining unit and the Chairperson will be notified in writing, upon selection of the successful candidate, within seven (7) days. The Chairperson shall be given reasons in writing for rejection of bargaining unit applicants upon request.

#### ARTICLE 12 - GRIEVANCE PROCEDURE

- 12:01 In the event that any employee considers that they have a complaint which might result in a grievance or if either party shall be of the opinion that any provision of this Agreement

has been or is being violated, an earnest effort shall be made by the Union and the Employer to adjust such complaint as quickly as possible in the following manner:

#### Early Resolution Stage

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

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

#### Step 1:

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

#### Step 2:

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

#### **12:02**

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

- (a) The Employer and Union may agree in writing to the appointment of **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 13 - 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 the expenses of any fees payable to the grievance commissioner.
- (e) The parties, when referring a grievance to a grievance commissioner, shall also provide them with the Step 1 summary (or as amended by agreement of the parties) and the decisions of the management representative at Step 2.
- (f) The parties shall supply the grievance commissioner and each other with additional concise and brief written representation on which they intend to reply provided that such are **delivered** not less than ten (10) days before the commencement of the hearings of the grievance commissioner.
- (g) The parties shall meet at least ten (10) days prior to the hearing day in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the grievance commissioner before the commencement of the hearing.
- (h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the grievance commissioner may permit or require, but the grievance commissioner shall not be obligated to conform to the rules of evidence.
- (i) The grievance commissioner must render their decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after their decision has been rendered, the grievance commissioner shall deliver brief reasons but such reasons shall not form part of their decision.

12:03

The Employer shall grant reasonable time to a Union Representative for the adjustment of grievances without loss of pay.

It is understood that the Union Representatives have their regular work to perform and that when it is necessary to service a grievance during their work hours, they will not leave their work assignment without first obtaining the permission of their immediate

supervisor, which shall not be unreasonably withheld. The Union Representative shall leave a phone/cell phone number with their supervisor to be contacted in the event of a situation deemed to be an emergency under the emergency response plan. The Union representative shall report again to them at the time of their return to work.

- 12:04 Replies to all grievances shall be in writing at all stages.
- 12:05 (a) Any and all time limits fixed by this Article may, at any time, be extended by mutual written consent of the parties in writing.
- (b) If the Employer or the Union fail to meet the time limits set out in this Article, the grievance shall be deemed in favour of the other party.
- 12:06 In the case of a policy grievance alleging that the Employer has violated or misinterpreted this Agreement, the Union Committeeperson, in the first instance, shall present the same to the **Labour Relations Manager**.
- 12:07 The grievance procedure shall apply to a grievance lodged by a group of employees, save that an appeal on a group grievance shall not be rejected on the ground of lack of signature by the employees alleging the grievance, provided one such employee signs such notice of appeal.
- 12:08 The aggrieved employee may be present during each step of the grievance procedure **at the request of the Union** and at arbitration. When a group of employees has a complaint or grievance it shall first be taken up under Step 1. Such employees may be represented by the Union Grievance Committee.
- 12:09 If no written request for arbitration is received within ten (10) working days after the final decision under the grievance procedure is given, the grievance shall be deemed to have been abandoned by the employee and/or the Union.
- 12:10 All decisions arrived at between representatives of the Employer and representatives of the Union under the terms of this Article, shall be final and binding on the Employer, the Union, and the employee or employees concerned.

### **ARTICLE 13 - ARBITRATION**

- 13:01 When either party requests that a grievance be submitted to arbitration, the request shall be made by notice in writing addressed to the other party to this Agreement. Within ten (10) calendar days thereafter, the parties shall meet together, if necessary, and appoint an arbitrator. If the parties fail to agree upon the selection of an arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon request of either party.
- 13:02 No person shall be selected as an arbitrator who:
- (a) is acting or, has within a period of six (6) months preceding the date of their appointment, acted in the capacity of a solicitor, legal advisor, counsel or paid agent of either of the parties.
- (b) has any pecuniary interest in the matters in dispute.

- 13:03 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect, or to substitute any new provisions for any existing provisions nor to make any decision inconsistent with the terms and provisions of this Agreement.
- 13:04 Each party to this Agreement shall pay half of the fees and expenses of the arbitrator.
- 13:05 Time limits fixed in the grievance procedure and the arbitration procedure may be extended by consent of both parties to this Agreement in writing. Section 44(6) of the Labour Relations Act of Ontario shall not apply.
- 13:06 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as a witness and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance. The Employer agrees to permit the Chairperson to be present during any arbitration proceedings without any loss of pay.
- 13:07 The Chairperson may appoint a delegate to replace them in any matter relating to Articles 12 and 14 of this Agreement.
- 13:08 The Chairperson, subpoenaed witnesses, and grievor shall suffer no loss in pay when attending arbitrations.
- 13:09 Where the parties agree to the use of an Agreed Statement of Facts, such Statement will be provided to the arbitrator at least five (5) business days before the hearing. The Statement of Facts will include all facts that can be mutually agreed upon.

#### **ARTICLE 14 - DISCIPLINE AND SUSPENSION CASES**

- 14:01 The Employer agrees that an employee will be represented by their Committeeperson when called to an interview which may lead to discipline or when disciplined and/or discharged. The Employer will commence investigations within **five (5)** days of becoming aware of the incident, or the **five (5)** day time limit may be extended with mutual agreement in writing by both parties. If it is known at the onset that discipline is going to be issued, any members being interviewed by the Employer will be provided Union representation. The Union recognizes and agrees that it may on certain occasions be necessary for the Employer to discipline and/or discharge an employee without a Committeeperson present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and their Committeeperson within a forty-eight (48) hour period following the initial action. The Employer will provide the Union with copies of all discipline letters. Failure to provide such letters does not invalidate such disciplinary action. **Employees who are placed on suspension pending investigation will be paid and all benefits will continue.**
- 14:02 An employee who feels that they have been unjustly discharged or suspended, may make written complaint to their **supervisor** and the Chairperson of the Union within five (5) working days after the discharge or suspension becomes effective. Upon receipt of such

complaint, the Union shall make a complete investigation as to the justification thereof, and in the event the Employer and the Union disagree as to the justification, the matter shall be submitted to the grievance and arbitration procedures and dealt with as herein provided. If the employee does not file such complaint within the time prescribed, the matter shall not be subject to any provisions of this Article.

14:03 The record of an employee shall not be used against them when twenty-four (24) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

14:04 **The use of cameras, voice loggers, key fob and/or any other electronic surveillance equipment will not be used to monitor employee productivity or performance.**

#### **ARTICLE 15 – COMPLAINT PROCESS**

15:01 **The University’s Board of Governor’s “Security & Policing Policy” requires that all complaints received from a member of the general public or the University community concerning the conduct of a Special Constable, or any allegation that Special Constable Service failed to provide adequate service, shall be reported to the Director, Special Constable Service and investigated by a designate of the Director, Special Constable Service.**

15:02 **In accordance with the Special Constable Agreement between the Windsor Police Services Board and the Board of Governors, the University shall provide the Windsor Police Services Board with the results of its complaints investigations forthwith.**

15:03 **At any time, the Windsor Police Services Board or the Chief of the Windsor Police Service or designate, in its sole discretion, may request the Windsor Police Service to undertake an investigation of any complaint regarding the conduct of a University of Windsor Special Constable.**

15:04 **Any member of the public or campus community may make a complaint about the conduct of a Special Constable provided the complainant was directly affected by the service or conduct that is the subject of the complaint. The complaint must be in writing and signed by the complainant.**

15:05 **The Director shall process the complaint and identify the officer(s) who are involved in the complaint and notify them in writing together with a copy of the written complaint. A copy shall be provided to the Chairperson or appropriate Union representative, should a conflict, exist within ten (10) business days. No independent investigations, inquiries or interviews shall be conducted during this process.**

15:06 **The Director will decide not to deal with a complaint at any time before or during an investigation if it is determined that:**

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

A letter detailing this decision will be prepared and forwarded to the complainant. A copy of the decision letter will be forwarded to the involved Special Constable(s) and the Chairperson or appropriate Union representative under separate cover.

- 15:07 A complainant may withdraw their complaint or a portion thereof at any time. The withdrawal must be in writing, signed by the complainant and delivered to the Director, Special Constable Service and a copy will be given to the Chairperson and the Special Constable(s) involved. The Employer may continue to deal with a complaint in accordance with the Complaint Process, after the complaint is withdrawn should the Employer determine it is appropriate to do so.
- 15:08 When the Director must deal with a complaint, a designate of the Employer will be responsible to process and investigate, complaints from members of the public and/or campus community. The investigation shall be conducted in a timely fashion and where a member of this bargaining unit is to be interviewed the Chairperson or appropriate representative will be provided. The Employer will be responsible to resolve the complaint.
- 15:09 The designate will prepare a report that will include the statements of all parties and an analysis of the documentary and physical evidence. The report shall include an executive summary that will detail the findings of the investigation.
- 15:10 At the conclusion of the investigation, the Director, Special Constable Service shall review the written report and adjudicate the complaint, except in situations where the Union alleges a conflict of interest. In this situation the written report and adjudication of the investigation will be conducted by another Employer designate. A copy of the report will be sent to the Chairperson or appropriate Union Representative. Should it be found that misconduct occurred, the Director or Employer designate will determine the appropriate action and communicate the decision to the Special Constable with a copy of the communication to the Chairperson or appropriate Union Representative. Any discipline resulting from this process is subject to the provisions of the Collective Agreement.
- 15:11 If the Employer is of the opinion that no misconduct occurred, they shall prepare a decision letter to be forwarded to the complainant and the involved Special Constable detailing their opinion that the complaint is unsubstantiated and that no further action should be taken. A copy of the decision letter will be forwarded to the involved Special Constable(s) and to the Chairperson or appropriate Union representative under separate cover.
- 15:12 No action will take place if the investigation and adjudication of the complaint has taken more than three (3) months from the date the complaint was filed. If no action has occurred within thirty (30) days, the complaint process will cease.
- 15:13 The Employer will forward to Windsor Police Services, notification of grievance or arbitration decisions regarding the adjudication of the complaint process.

#### **ARTICLE 16 - HOURS OF WORK**

- 16:01 (a) For those employees working the twelve (12) hour shift, the following will apply:

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

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

- (b) Administrative Assistant: 8:00 a.m. to 4:00 p.m.  
Monday to Friday
- (c) Crime Prevention/Community Liaison Officer 8:00 a.m. to 4:00 p.m. (normally)  
Monday to Friday
- (d) **Staff Sergeant** 7:00 a.m. to 3:00 p.m. (normally)  
Monday to Friday
- (e) The shift scheduling model for Special Constables working twelve (12) hour shifts shall be a platoon system. There shall be four (4) platoons, each consisting of a Sergeant, an Officer designated as an Acting Sergeant and three (3) Special Constables. The platoon system schedule shall be a (6) six week cycle between day and night shifts. Each Sergeant and Special Constable shall receive one (1) flex day off during each cycle.

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

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

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

- 16:02 It is agreed that there shall be no splitting of shifts.
- 16:03 All employees within the bargaining unit are considered to be shift workers.
- 16:04 For those employees working the twelve (12) hour shift, employees shall rotate through the schedule on a six (6) week basis.
- 16:05 There shall be no change of consecutive leave days after the posting of the schedule excepting in cases of emergency. The schedules shall be posted on the second (2nd) Monday of the preceding period and will not be changed thereafter except in case of emergency.



16:06 (a) By mutual agreement between any two (2) employees, the shift of one (1) employee may be traded for the shift of the other employee subject to receipt of a written request at least one (1) week in advance of the requested change and subject to written approval by the Director, Special Constable Service or their designate. The Employer is not required to pay overtime or sustain any other penalty as a result of this exchange of shifts. This will include the option to change the whole schedule of fourteen (14) days or any part thereof.

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

By mutual agreement between any two (2) employees, the shift of one (1) employee may be traded for the shift of the other employee subject to receipt of a written request at least one (1) week in advance of the requested change and subject to written approval by the Director, Special Constable Service or their designate. The Employer is not required to pay overtime or sustain any other penalty as a result of this exchange of shifts. This will include the option to change the whole schedule of six (6) weeks or any part thereof.

16:07 (a) The employees identified in Articles 16:01 (b), (c) **and (d)** will work five (5) days for straight time. However, the employees who are members of the bargaining unit shall be paid two (2) times their regular shift rate for all hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in any week, and two (2) times their regular shift rate for all hours worked on their first and second regularly scheduled days off.

(b) For those employees working the twelve (12) hour shift, the employees will work their regular schedule hours for straight time. However, employees shall be paid two (2) times their regular shift rate for all hours worked in excess of twelve (12) hours in one (1) day, and two (2) times their regular shift rate for all hours worked on their regularly scheduled days off.

16:08 Any employee who is called in to do work which is not scheduled in advance, shall be paid a minimum of six (6) hours pay at their regular shift rate.

16:09 (a) The Employer agrees, as a matter of administrative practice, to require Sergeants or, in their absence Acting Sergeants, to maintain records relating to overtime worked by Special Constables in order that there may be equal assignment of work, within the classification. Members of the bargaining unit will provide a contact number and alternate numbers for this purpose. Members will also indicate by January 15<sup>th</sup> of each year whether they wished to be called on any and/or all time off.

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

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

Sergeants (or designate) will complete all Special Constable overtime sheets and record them in the overtime book on a daily basis. One (1) copy will be posted in the dispatch area and one (1) will be kept in the **Staff Sergeant's** or Sergeant's Office. In the event of overtime scheduling, the employee with the least amount of overtime will be asked. After

employees within the Special Constable classification are asked, Sergeants and **Cadets** will then be asked. Employees will be charged for hours worked or refused. All Officers contacted shall be charged with a refusal if they fail to take the overtime. If no personal contact has been made by the **Sergeant** or designate, the Officer will not be charged.

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

An employee upon attaining seniority in a classification will be credited with the average overtime hours within that classification. In any instance where overtime hours among employees are equal the highest seniority member will be asked first. The Employer further agrees to give employees four (4) hours' notice whenever they are required to work scheduled overtime, provided that in the case of an emergency or in such cases where the operations of the Employer are such that no notice can reasonably be given, such notice shall not be required. Overtime hours will be zeroed out each year on January 1<sup>st</sup>.

**16:10 Where the parties agree that an error was made under Article 16:08, the parties agree that the error will be remedied as follows:**

- (a) **the affected employee will be offered a shift as an extra to be worked at a time mutually agreed to by the employee and Director, Special Constable Service.**
- (b) **The extra shift will be paid at the rate of pay the employee would have received had the offer been made according to Article 16:09.**
- (c) **The employee working the extra shift will not be counted in the minimum staffing for the shift and will work as an extra staff member for the scheduled shift.**
- (d) **The employee working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift that requires a call-in replacement of an employee.**

16:11 When a University of Windsor employee in Special Constable Service is required to attend at court, on a regularly scheduled day off either by reason of a subpoena or on the instructions of their immediate superior concerning their performance of their duty at the University of Windsor, they shall receive a minimum of six (6) hours at their regular shift rate and a meal allowance not to exceed **twenty dollars (\$20.00)**.

16:12 Employees who are required to work more than two (2) hours of non-scheduled overtime following the commencement or conclusion of their regularly scheduled shifts, shall be entitled to receive a hot meal at the expense of the Employer on paid time. The cost of said meal will not exceed **twenty dollars (\$20.00)** per person. Where the employee is the only employee on shift and is unable to leave their work station; if a meal is then required to be delivered, the Employer agrees to pay the full cost of such meal at a reasonable rate not to exceed **thirty dollars (\$30.00)**.

16:13 In the event that an employee is called while off work and advised that they may be required to report to work, thus placed on stand-by, the employee will be paid the greater of two (2) hours at the regular rate of pay or the hours requested to remain on stand-by as informed by the Employer, at the regular rate of pay.

16:14 **Special constables who wish to book off a partial shift must do so within twenty-four (24) hours of the scheduled shift.**

16:15 **Lieu Hours**

- (a) An employee may request to take their overtime hours as lieu time instead of pay to be approved at the discretion of the Director, Special Constable Service.
- (b) Upon the employee's request, they shall be allowed to carry over a maximum of forty-eight (48) hours of lieu time into the new calendar year.

16:16 **Flex Time**

- (a) Flex days must be taken in the six (6) week cycle in which they were earned and will be granted based on seniority.
- (b) If the flex day is not taken within the six (6) week cycle due to unforeseen circumstances, the Director will unilaterally schedule the day within the next two (2) cycles after all requests have been fulfilled in order of seniority.
- (c) Should the Employer be unable to grant flex time due to a shortage on the shift, the Employer will be required to submit alternate dates within the cycle. Should these alternate date not be approved by the employee, they will be entitled to carry over the flex day to the next cycle.
- (d) If an employee is absent due to illness six (6) or more days in a cycle, they will not receive their flex day in the next cycle.
- (e) Flex day requests will not be granted where such granting will cause overtime.

16:17 **Overtime Call-In**

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

Overtime will be called in as follows:

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

After exhausting that process, the following shall apply:

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

(b) Officers who are interested in being contacted for overtime will provide the Employer with an updated telephone number.

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

16:18 When an employee is absent in excess of three (3) weeks (15 calendar days), the Union will canvass the membership for voluntary switches. Should there be no volunteers, the Employer will have the right to schedule the most junior Special Constable available on another platoon. This process will be implemented at the onset of the absence, when the duration of the absence is known. Special Constables will be given three (3) working days (72 hours) to respond to the volunteer shift switch and the junior Special Constable will be given ten (10) calendar days' notice of the Employer's intent to change their schedule.

16.19 Pursuant to the Employment Standards Act of Ontario, employees may work up to a maximum of eighty-four (84) hours per week (including off-duty hours).

#### **ARTICLE 17 - OFF DUTY WORK**

17:01 The University will do its utmost in dealings with internal and external client users to facilitate utilization, when possible, of bargaining unit members on an Off Duty basis. When paid security services are required on an Off Duty basis by clients of the University, those members in the bargaining unit holding Special Constable status shall be offered the opportunity on an Off Duty basis first. Should there be no members of the bargaining unit available, the Off Duty Coordinator will notify the Director, Special Constable Service, and liaise with the WPS Off Duty Coordinator to find off-duty police officers. The Off Duty Coordinator will copy the Director on any correspondence with the WPS. Should there be no police officer available, the client may make alternate arrangements.

17:02 In consultation with the Union, the University has developed a pamphlet to inform internal and external users of the availability of Off Duty Services will be attached to the external event agreements, which will include a space to indicate whether or not they wish to utilize such services.

17:03 Payment for all Officer-submitted Off Duty work performed during the pay period, up to and including the Sunday preceding the direct deposit pay date will be provided on the next issued pay following the completion of such duties.

- 17:04 The Off Duty Co-ordinator, will notify and, subject to operational requirements, receive approval from the Director, Special Constable Service or in their absence a designate, when scheduling Off Duty work.
- 17:05 When it is determined that Off Duty Services are required for events in excess of 200 attendees, the Director, Special Constable Service or a designate, will discuss the operational requirements for the event with the Off Duty Coordinator.
- 17:06 The established rate for off-duty work for non-alcohol events will be one and a half (1.5) times the regular rate of a Senior Special Constable rate.
- 17:07 The established rate for off-duty work for alcohol- related events will be two (2) times the regular rate of a Senior Special Constable Class rate.
- 17:08 If a request for off duty service is requested with less than seventy-two (72) hours of notice, the Off Duty Coordinator will do their utmost to fulfil the request. If the Off Duty Coordinator is unavailable, the request will be filled by the on-duty Sergeant and will follow the overtime call-in procedure.

#### **ARTICLE 18 – ACTING SERGEANTS**

- 18:01 There shall be an “Acting Sergeant” for each of the four (4) platoons.
- 18:02 The designation will be filled based upon seniority. Special Constables who decline the opportunity to be “Acting Sergeant” or stipulate they do not want to perform these duties will not be considered for any “Acting Sergeant” duties in their respective platoons unless in an emergency.
- 18:03 It is understood that the Special Constable who has been designated as an “Acting Sergeant” will act as a Sergeant in their absence and will be paid in accordance with the wage rate of the Sergeant as per Schedule A. It is further agreed that an ‘Acting Sergeant’ must be a 1<sup>st</sup> Class Special Constable.
- 18:04 In the event a Special Constable who has been designated as an “Acting Sergeant” vacates the role through a voluntary withdrawal, promotion/demotion or loss of seniority as per Article 10, such opportunity to fill such designation will be communicated to all members of the bargaining unit. The member of the bargaining unit with the most seniority who has expressed interest in the designation will fill this role.
- 18:05 The “Acting Sergeants” will be required to take the necessary training as determined by the Director.
- 18:06 Should both the Sergeant and the designated “Acting Sergeant” on that platoon be absent, the most senior officer on that platoon will be the “Acting Sergeant” for that shift provided that remaining two (2) officers on that platoon are present for the shift. Should officers need to be called in to achieve the shift minimum, the most senior officer working on the shift will be the “Acting Sergeant”.

- 18:07            **Should the Sergeant on that platoon be absent, the “Acting Sergeant” designated to that platoon will remain as the “Acting Sergeant” for that shift.**
- 18:08            **Should the “Acting Sergeant” designated on that platoon be absent, the Sergeant designated to that platoon will remain as the Sergeant for that shift.**

**ARTICLE 19 - HOLIDAYS**

- 19:01 (a)        Each employee will be paid one (1) day's pay at their normal rate of pay for the following holidays, with the exception of those employees who are on Long Term Disability who will receive one-half (1/2) day's pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and the day immediately prior to Christmas Day and New Year's Day and **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. In the case of employees working on a seven (7) day operational basis, the Employer agrees that the day before Christmas Day, Christmas Day, Boxing Day, the day before New Year's Day, New Year's Day and Canada Day shall be observed on the dates that they actually fall. It is further agreed that Easter Sunday will be regarded as a holiday for those persons required to work on such day. With the exception of Easter Sunday, holiday pay will be paid to those employees who are excused from work on account of illness and who are within the first 105 days of such illness or who are on approved leave of absence with pay at the time of occurrence of a holiday as herein defined. **Holiday pay for those on lay-off or on approved Leave of Absence without pay shall be in accordance with the Employment Standards Act.**

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

- (b)            Requests for a leave of absence for the observance of religious holidays, in accordance with the Ontario Human Rights Code, shall be submitted in writing to the Employer, two (2) weeks in advance, of the religious holiday.
- 19:02            It is understood and agreed that employees who have not reported for work within seven (7) days prior to any of the holidays referred to, shall not be entitled to the benefit herein provided for. **These employees shall only receive holiday pay as provided for under the Employment Standards Act.**

19:03            **Holiday Lieu Days**

- (a)            Employees who work on any of the holidays referred to in Article 19:01 shall be paid at two (2) times their regular shift rate plus their holiday pay or shall receive a day in lieu

of holiday pay at a time mutually agreed upon between the employee and the Director, Special Constable Service.

- (b) Employees who have accumulated holiday lieu days that are outstanding and not scheduled shall, on the first pay period of December in each year, receive payment for all such days at a rate of eight (8) hours for each accumulated day.
- (c) **The first five (5) holiday lieu days will be picked by seniority by January 15th. After January 15th, the selection will be done on a first-come, first-served basis.**
- (d) **Employees who have holiday lieu days in their bank and are off on sick leave or on an approved of absence will be paid their holiday lieu days at twelve (12) hours.**

19:04 In the event that any of the holidays named above fall during an employee's vacation period, the employee shall receive the said holiday pay prescribed in Article 19:01 in addition to their vacation pay entitlement. If the holiday falls within the employee's vacation period, they may elect to receive an additional day's vacation in lieu of the additional pay for the holiday, in which event the additional day's vacation shall be at a time mutually agreeable between the Employer and the employee.

19:05 The employee shall be paid for each statutory holiday during the week during which the holiday occurs, or in the week for which it is proclaimed to be observed.

19:06 If a statutory holiday occurs in any week prior to the completion of an employee's scheduled work week, such day shall be considered as a day worked for the purposes of computing the employee's entitlement to overtime pay as hereinafter provided.

19:07 All holidays falling on a Saturday normally will be observed the preceding Friday; those falling on a Sunday normally will be observed the following Monday, except for those days mentioned in Article 19:01 (six (6) days are mentioned).

**19:08 Should a statutory or public holiday be provincially legislated, the holiday will be added to Article 19:01. If the University declares a holiday or a paid day off for its employees, this holiday will be added to Article 19:01(a).**

**ARTICLE 20 - VACATIONS**

20:01 (a) Employees **with less than one (1) year of service will earn vacation at a rate of 0.83 days per full month worked for a total of ten (10) days (80 hours time).**

Service Time	Days	Hours of vacation time earned
1 year to 7 full years of service	15 Days	<b>One hundred and Twenty (120) Hours</b>
7+ years to 15 full years of service	20 Days	One Hundred and Sixty (160) Hours
15+ to 19 full years of service	25 Days	Two Hundred (200) Hours
20 full years of service	26 Days	Two Hundred and Eight (208) Hours
21 full years of service	27 Days	Two Hundred and Sixteen (216) Hours
22 full years of service	28 Days	Two Hundred and Twenty-Four (224) Hours
23 full years of service	29 Days	Two Hundred and Thirty-Two (232) Hours
24 full years of service	30 Days	Two Hundred and Forty (240) Hours

- (b) Accumulated service with the Employer shall include such service with the University of Windsor, provided such service is continuous.
- (c) **Those employees going on LTD will receive one-half (1/2) their normal vacation pay entitlement from the Employer.**

20:02 Employees entitled to less than three (3) weeks' (120 hours) vacation with pay hereunder shall take such vacation at any time from January 1<sup>st</sup> to December 31<sup>st</sup> of the same calendar year. Employees entitled to three (3) weeks' (120 hours) vacation with pay or more hereunder may elect to take their vacation entitlement less one (1) week (40 hours) at any time from January 1<sup>st</sup> to December 31<sup>st</sup> of the same calendar year, and may take the aforementioned one (1) week in the following calendar year. Employees entitled to four (4) weeks' (160 hours) or more vacation with pay may elect to take their vacation entitlement less two (2) weeks (**84** hours) at any time from January 1<sup>st</sup> to December 31<sup>st</sup> of the same calendar year, and may take the aforementioned two (2) weeks (**84** hours) in the following calendar year.

20:03 **The Staff Sergeant will post a** schedule by the first Monday of **November** for employees to review prior to submitting vacation requests. A request shall be made by the Employer on or before **November 15<sup>th</sup>** of each calendar year for employees to express their vacation preferences. The Employer will make every effort to schedule vacations on the basis of classification seniority provided such scheduling does not disrupt or interfere with the Employer's operations. Vacation requests made after **November 15<sup>th</sup>** shall be considered on a first come, first serve basis subject to operation requirements. No member of the bargaining unit shall be permitted to take more than two (2) weeks of vacation during the months of July and August each year except for the purpose of taking an overseas trip unless there are additional days available where employees can take vacation, subject to operational requirements. Such requests shall be submitted after June 15<sup>th</sup>.

20:04 (a) The vacation schedule shall be posted by the Employer on or before **December 1<sup>st</sup>** of each calendar year.

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

20:05 If an employee attains sufficient accumulated service **in a year prior to their anniversary date** to entitle them to **increased vacation as per Article 20:02**, such employees may request to take such vacation in advance of the day on which they become entitled. **If** such request is granted, their pay for such days shall be held back and not paid until they have attained the required accumulated service within the time specified.

20:06 For the purpose of calculation of vacation entitlement, accumulated service as herein defined shall not include lay-offs for all employees. Should an employee suffer an illness or injury during their vacation which results in their hospitalization or which would otherwise have prevented the employee from attending work or performing modified duties, the employee shall be considered as being on sick leave for that period of hospitalization or that period of inability to perform work on condition that the employee



notifies the employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration, dated during the time of hospitalization, illness or injury.

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

- 20:07 (a) The two (2), three (3) or four (4) scheduled days of work each year between **Boxing Day** and New Year's Day, exclusive of New Year's **Eve** Day and any Saturday or Sunday occurring between **Boxing Day** and New Year's **Eve** Day inclusive, shall be considered as paid vacation **days**.
- (b) If **an employee** works on any of the days **referenced in (a) above**, they shall be entitled to compensating time off at a later date to be mutually agreed upon by the employee and **Director** or pay at the employee's normal rate of pay at the **employee's** option.
- (c) **Employees who are absent** due to illness **during the time covered in (a) above shall receive the same entitlement to vacation days**.
- 20:08 Those employees on L.T.D. will receive one-half (1/2) their normal vacation pay entitlement from the Employer.
- 20:09 **In the event a vacation request was approved prior to the employee's change in schedule the vacation request will be honoured by the Department.**

#### **ARTICLE 21 - LEAVES OF ABSENCE**

- 21:01 Leaves of absence for personal reasons without pay for good and valid reason may be granted by the Employer upon application being made therefor, and any person who is absent with such permission shall not lose any of their seniority rights during such absence. Applications for leaves of absence will be considered by the Employer only when the same may be granted without interference with the Employer's operations, and when such requests are made in writing not less than two (2) weeks in advance of the proposed leave, specifying the reason therefor; provided however, that the provision for advance notice shall be waived in cases of emergency.
- 21:02 During the period of absence, the employee shall not, except as provided in Articles 21:05 and 21:06, engage in gainful employment for any other persons, firm or corporation. Failure to comply with this provision may result in the discipline of the employee involved.
- 21:03 Leaves of absence without pay and without loss of seniority may be granted upon request to employees not exceeding two (2) in number at any time during any six (6) month period, who are elected or appointed to represent the Union at the Union conventions or seminars, provided that the granting of such leaves of absence shall not unduly interfere, in the opinion of the Employer, with the operations of the Employer. The employee on an approved leave of absence shall continue to accrue pension credits.
- 21:04 (a) A leave of absence of five (5) normally scheduled days of work without loss of pay will be granted to an employee as a bereavement leave in the event of the death of the legal or

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

- (b) A leave of absence of three (3) normally scheduled days of work without loss of pay will be granted to an employee as a bereavement leave in the event of the death of the 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 bereavement leave for an individual who is considered significant to the employee.**

21:05 Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated or is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year; such leave shall be renewed in successive years.

21:06 Employees who are conscripted to serve in The Canadian Forces or who enlist therein during hostilities, or serve in Canada's Reserve Force for training or deployment purposes, shall be considered as having a leave of absence without pay and shall retain their seniority rights and will continue to accumulate seniority rights provided they are asserted within ninety (90) days following honourable discharge and provided such discharge is obtained by the employee as and when it is made available to them.

21:07 The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror or witness in any court proceeding. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury service or court witness excluding payment for travelling, meals or other expenses. The payment of such differential by the Employer shall be contingent upon the employee providing the Employer with proof satisfactory to the Employer that the employee has attended the specified legal proceeding.

21:08 The Employer may grant a leave of absence not to exceed one (1) year to an employee having at least three (3) years' seniority for the purpose of allowing the employee to study on a full-time basis at the University of Windsor. An application for such a leave of absence must be made in writing at least three (3) months prior to the proposed commencement date of the leave of absence. Such application must include a proposed plan of study during the period of leave. Such a leave may be extended for additional periods not to exceed one (1) year each provided the employee reapplies for such

extension in accordance with the provisions of this Article. Applications for such leave of absence will be granted at the sole discretion of the Employer only when the same may be granted without interference with the Employer's operations. The provisions of this Article shall not be subject to the grievance procedure and an Arbitrator shall have no jurisdiction with respect to this Article or matters relating to this Article. The Employer shall not be required to hire a replacement for the employee during their educational leave. All educational leaves of absence shall be without pay. However, the Employer will maintain the following benefits on behalf of the employee and their eligible dependents:

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

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

The aforementioned benefits will be maintained provided the employee continues in full-time attendance at the University.

The Employer will reimburse an employee granted an educational leave of absence an amount up to the sum of \$500 for required books upon presentation of receipts for said books or texts. The Employer will provide an employee granted an educational leave of absence with tuition remission. Employees on educational leave shall continue to accumulate seniority during such leave. Upon completion of the leave, the employee will be returned to their classification in accordance with the seniority provisions of this Agreement. During an educational leave of absence, the employee shall not engage in gainful full-time employment for any other person, firm, or corporation. Failure to comply with this provision may result in the discipline of the employee involved.

21:09 (a) PREGNANCY LEAVE

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

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

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

1. The University will pay ninety-five percent (95%) of the normal basic earnings for the first **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 University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which they would be expected to receive if they qualified for benefits (see note).
3. Any period of leave beyond the seventeen (17) weeks shall be without pay.
4. Vacation credits will continue to accrue while a person is on pregnancy leave provided they return to work for at least one (1) month.
5. Unusual pregnancy or birth situations may occur where the normal application of this policy may be inappropriate. Such special cases should be reviewed with the **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 full-time continuous employment at the University of Windsor for at least thirteen (13) weeks preceding the date of the birth of the child or in the event an employee adopts a child, such employee is entitled to parental leave following the child coming into the employee’s custody, care and control for the first time.

The following terms and conditions only shall apply:

1. An employee who has taken pregnancy leave must begin the parental leave when the pregnancy leave ends, unless the child has not yet come into their custody, care and control for the first time.
2. An employee may begin parental leave no later than seventy-eight (78) weeks after the day the child is born or comes into the employee’s custody, care and control for the first time.
3. If the employee also took a pregnancy leave, the parental leave ends no later than sixty-one (61) weeks after it began, otherwise, the parental leave ends no later than sixty-three (63) weeks after it began. At no time shall the period of leave exceed sixty-three (63) weeks in duration.
4. Parental leave may be claimed by one (1) employee or shared between two (2) employees but cannot exceed a combined maximum of sixty-three (63) weeks.
5. An employee who is not entitled to pregnancy leave is entitled to the following on the understanding that the individual is committed to return to regular employment with the University following the conclusion of the leave. Should

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

(a) The University will pay ninety-five percent (95%) of the total weekly income for the first **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 University will total a weekly income not to exceed ninety-five percent (95%) of the employee's normal weekly income or that which the employee would be expected to receive if the employee qualified for benefits (see note).

6. Vacation credits will continue to accrue while a person is on parental leave provided they return to work for at least one (1) month.

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

Note: All payments made under these policies must be in accordance with the agreement that has to be filed by the University with Employment and Social Development Canada pursuant to Regulation 37 of the Employment Insurance regulations. As part of these requirements, all such payments by the University can only commence when the staff member provides proof that they are receiving Employment Insurance Benefits pursuant to Section 22 and Adoptive Benefits pursuant to the Employment Insurance Act, 1996 or that they are disqualified from E.I. benefits because of any insufficient number of insurable weeks, or that E.I. benefits have been exhausted or that they are in the Employment and Social Development Canada waiting period. Staff should understand that such proof will not be made available by E.S.D.C. until after the leave has commenced and hence University payments will be retroactive.

(c) (i) On the occasion of the birth or the coming of a child into the employee's custody, care and control for the first time, an employee of the bargaining unit, who is not taking pregnancy leave shall be allowed three (3) days off with pay.

(ii) In the case of an adoption, an employee who receives remuneration under Article 21.09 (b) shall not be entitled to the three (3) days identified in Article 21:09(c)(i).

## **ARTICLE 22 - TRAINING**

**22:01** In order to ensure that employees have the necessary skills to perform their duties, the Employer will schedule training in those areas as deemed appropriate by the Director pursuant to the Special Constable Operating Agreement between the Windsor Police Services Board, the University Board of Governors and Labour/Management Committee.

**22:02** It is understood that discussion at the Labour/Management Committee will include training and the effects of any training on schedules.

- 22:03** In the event that training is required to perform the duties as Special Constables as a result of either legislation or a mandate by a ruling body (i.e., a body outside the Board of Governors), such training will be provided at no cost to the employee.
- 22:04** As part of the policing agreement between the Windsor Police Services Board and the University, the Windsor Police Service may provide in-service training for members as it pertains to their duties and responsibilities as Special Constables. The University shall provide annual in-service training for Special Constables in this regard. All training, exclusive of in-service training, will be seniority based.
- 22:05** The yearly in-service training will be provided in three (3) consecutive day blocks as part of the schedule for the employees. The Employer will endeavour to schedule Special Constables that are on a platoon together during the in-service training.
- 22:06** The training courses to be offered on a regular basis at in service training will include but not be limited to the following: WHMIS, Standard First Aid/CPR/AED Awareness, Use of Force, Harassment and Sensitivity Training, and Community Based Policing.
- 22:07** All employees will receive training on handling mental health issues, including suicidal calls.
- 22:08** Training to become a Special Constable will be provided to all Cadets.
- 22:09** All training not provided on site will be subject to the University's Travel Policy.
- 22:10** The Training Committee shall meet a minimum of two (2) times per year.

#### **ARTICLE 23 – PEPPER SPRAY AND/OR FOAM**

- 23:01** Prior to issuance, all officers appointed as Special Constables must complete and pass Use of Force Training delivered by the Windsor Police Service, on the appropriate use of pepper spray and/or foam.
- 23:02** A Special Constable or Sergeant who does not successfully complete the training referenced in Article 23:01 will not be issued pepper spray and/or foam, nor will they be authorized to use any other officer's pepper spray and/or foam.

#### **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:
1. Joint Health and Safety Committee (s.9 of OHSA)
  2. Employer Duties (s.25,26 OHSA)
  3. Right to Accompany Inspectors (ss.54(3))
  4. Right to Refuse Unsafe Work (s. 43)
  5. Dangerous Circumstances (Part V, s.44, 45, OHSA)

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

The Employer representatives, which include Managers, Supervisors, Deans, Directors, Chairs, etc., are accountable for the safety of the workers within their area, for compliance with the statutory and University requirements, and are required to support the University Central Safety Committee. Employees are required to work in compliance with statutory and University requirements and to report unsafe conditions to their supervisors.

24:02 Area Joint Health and Safety Committee

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

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

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

24:03 Employees will suffer no loss of pay for time required to carry out their responsibilities on both the Central Safety Committee (CSC) and Special Constable Service Health and Safety Committee (CCPPSSC) pursuant to Article 16.

24:04 Right to Refuse

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

24:05 Certified Health and Safety Workers

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

24:06

No Disciplinary Action

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

24:07

Central Safety Committee

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

- (a) The Employer shall maintain the CSC for the purposes of addressing health and safety matters. Unifor Local 444 shall appoint one (1) member to the CSC as well as one (1) alternate. If meetings, inspections, training or other functions are required to be performed as a representative of the Committee during working hours, the employee shall suffer no loss of pay.
- (b) The CSC shall:
  - (i) make recommendations in the development of health and safety policies and programs;
  - (ii) consider and expeditiously dispose of matters concerning health and safety raised by members of the committee, or referred to it by the CCPSSC, or a Health and Safety Representative;
  - (iii) participate in critical injury investigations and inspections pertaining to occupational health and safety;
  - (iv) co-operate with Ministry of Labour Inspectors;
  - (v) forward its formal recommendations to the **Associate** 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.



24:08

Education and Training of CSC Members

- (a) The Employer agrees to pay the costs for certification training of employees appointed to the CSC.
- (b) Unless otherwise agreed by the parties, employees once appointed and upon request, will be provided with access to the first locally available core certification training program, subject to the operational needs and reasonable scheduling requirements of the Employer. Employees who are denied the first locally available core certification training program shall take the next available training.
- (c) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions and is informed by their Supervisor of any safety hazards known to the Supervisor and is provided with any necessary safety equipment. Moreover, it is incumbent upon employees to report to their Supervisors safety hazards known to them and the Employer will investigate the situation and take appropriate action.
- (d) All employees will receive WHMIS training and any other training deemed necessary by the Manager of Occupational Health and Safety and in consultation with the Central Safety Committee.
- (e) All education and training for employees will be arranged by the Employer in consultation with the Central Safety Committee.
- (f) The Union members of the CSC will attend the Unifor Health and Safety Course, a one (1) week course, taught at the Unifor Family Education Centre in Port Elgin. The Employer will ensure the lost time, registration, per diem or meal, and travel and accommodation if required will be paid to all employees who participate in the training, to a maximum of twenty five hundred dollars (\$2,500.00).

24:09

Accident and Incident Investigations

- (a) Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. Incidents involving releases of hazardous substances into the environment must be investigated.
- (b) The Employer shall immediately notify the Ministry of Labour of all critical injuries.
- (c) **The Health and Safety Committee member or alternate and a representative of the Office of Occupational Health and Safety may meet as required for the purpose of reviewing accidents and/or injuries in the workplace.**

24:10

Right to Accompany Inspectors

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

- (c) The Employer shall give a copy of any replies to such reports or documents to the appropriate Union CSC Representative and to the CSC.

24:11 Access to the Workplace

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

24:12 Disclosure of Information

- (a) The Employer shall disclose information in accordance with the Act.
- (b) The Employer agrees to disclose any information the Windsor Police Service or any other law enforcement agency provides to Special Constable Service that will affect their health and safety.

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

24:14 Temperatures

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

24:15 Joint Return to Work

- (a) The Employer and the Union recognize that an early return to productive employment at the appropriate time can assist ill or injured workers in achieving rehabilitation and allow them to maintain their personal dignity and financial stability.
- (b) The Employer and the Union recognize that the Workplace Safety **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 employee's pre-injury position will be considered for modification. The goal will be to return the injured/ill worker to the essential duties of the pre-injury job. Modified work is temporary employment of a light or modified nature, calculated to assist in returning the employee to full regular duties. Such modified work is considered transitory by its nature and, although without formal time limits, it is generally anticipated that the worker will return to their usual job functions in the near future.
- (e) Upon receipt of medical documentation indicating the employee's ability to return to work, the employee will meet with the representative from the Occupational Health and Safety Office, the **Labour Relations Manager** or designate, the Employee's Direct Supervisor and one (1) Union Committee Person to discuss the employee's return to modified duties. The parties recognize the importance of confidentiality of an employee's health information.
- (f) Where the employee has sustained a work related injury, the employee shall be required to co-operate with the Employer as prescribed by the Workplace Safety and Insurance Board.
- (g) The application of this Article will be pursuant to the Ontario Human Rights Code or WSIB Legislation as the case may be. Where there is a conflict between this Article and the relevant legislation, the provisions of the legislation will prevail.

24:16 For safety purposes, there shall always be two (2) Special Constables and/or Sergeants required for entering the University of Windsor tunnel system for alarms, **two (2) Special Constables and/or Sergeants required to service calls to buildings downtown**, and two (2) Special Constables and/or Sergeants required for money escorts.

#### **ARTICLE 25 - BENEFITS**

25:01 The Employer agrees to pay on behalf of all employees 100% of the premium rate (or full cost where the benefits are uninsured) for extended health care, dental and travel assistance benefits which are in effect as at **September 21, 2022** and as described in the applicable Green Shield *Outline of Benefits* employee booklet. The Green Shield *Outline of Benefits* employee booklet that describes benefits in effect as at **September 21, 2022** shall be incorporated, by reference, into this Collective Agreement.

The Green Shield extended health plan includes the following coverage:

- Generics substitution drug plan
- \$3 co-pay for each prescription drug
- Massage therapy to a maximum of \$850 per year
- Physiotherapy to a maximum of \$850 per year
- Chiropractic to a maximum of **\$700** per year
- Private room coverage of \$5,000.00 per calendar year
- PSA Test annually
- C125 test annually
- Vision care at \$500/24 months plus one (1) eye exam every 24 months. **(Effective July 1, 2023, vision care will increase to \$525/24 months.)**

- **\$1,000.00** to be applied to laser eye surgery (**separate coverage from vision care benefit**)
- Hearing aid coverage at **\$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
- Out of Country (1<sup>st</sup> dollar coverage) – Green Shield
- **Semi-private room coverage to a cap of \$10,000.00 per year**
- **Mental health specialist coverage: maximum coverage of 50% of the fee to a total coverage amount of \$1,000.00 per dependent per calendar year (includes psychologist, psychotherapist, and MSW coverage)**
- **Speech therapy of up to \$200.00/year**
- **Paramedical coverage to be extended to holistic or naturopathic medicine (reiki, reflexology, naturopathic doctor) of up to \$300.00/year**

The Green Shield dental plan includes the following coverage:

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

The Employer may tender the exact specification of any or all Green Shield benefit coverage and accept the lowest tender meeting the said specifications. The specifications shall not be tendered until the University and the Union have agreed the specifications are the exact specifications of the existing plans. Furthermore, convenience of use of plan to the employee and service performance of an insurer are to be considered as specifications for purposes of this Article.

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

25:02

The Employer agrees to provide Group Life Insurance in the principal amount of two (2) times the employee's annual base wage to age sixty-five (65) to a maximum of **two hundred and fifty thousand dollars (\$250,000.00)** paid on the basis of a one hundred percent (100%) contribution by the Employer. The two (2) times annual base wage mentioned above is to be calculated by multiplying the employee's bi-weekly salary rate as may be from time to time by twenty-six (26) pay periods, times two (2), and then rounding the resultant amount to the next highest five hundred dollars (\$500.00). Further, the Employer agrees to provide members of the bargaining unit with Five Thousand Dollars (\$5,000.00) of paid-up life insurance at age sixty-five (65).

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

25:03

The Employer agrees to enrol all employees covered by this Agreement with the Employment Insurance Commission and agrees to pay the premium payable in connection with such employees. All employees shall pay the employee's portion of the premium.

25:04 (a) The Employer agrees to continue the present *University of Windsor Employees' Retirement Plan* as restated at July 1, 1996 with Consolidated Amendments to July 1, 2002, plus any amendments thereafter.

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

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

Two percent (2%) of the average annual gross salary received by the employee during their sixty (60) highest consecutive months of earnings prior to retirement multiplied by the employee's years of credited service and integrated with the Canada Pension Plan.

The parties agree to incorporate into the Collective Agreement any modifications or changes to Article 25:04 (a) as above that arise from the pension negotiations between the University of Windsor and **Unifor**.

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

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.

(b) 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 25:01 which were applicable at the time they retired until their Normal Retirement Date with all related premiums paid by the University. Upon attainment of the Normal Retirement Date, in addition to the benefits outlined in Article 25:07, retirees shall have the option of purchasing the University of Windsor Administrative Retirees benefits plan.

25:05 Except as otherwise herein provided, the foregoing payments shall be made by the Employer only so long as the employee is working under the terms of this Agreement.

25:06 The Employer shall pay long service pay annually to every employee on the first regular pay day after December first of each year, based on continuous full-time service as of December 31st of each year as follows:

<u>Qualifications for Payment</u>	<u>Total Annual Payments</u>
Upon completion of Five years and less than Ten years' service:	\$ 50.00
Upon completion of Ten years and less than Fifteen years' service:	\$100.00
Upon completion of Fifteen years and less than Twenty years' service:	\$150.00
Upon completion of Twenty years' service or more:	\$200.00

25:07 The Employer agrees to provide Green Shield Number 3 Prescription Plan coverage at a one dollar (\$1.00) co-pay or identical coverage under another plan for all members of the bargaining unit who retire and to pay 100% of the cost of such coverage on behalf of such retired employees.

25:08 Upon the death of an employee who retired, the University agrees to continue the Green Shield Number 3 Prescription Plan coverage for the spouse.

25:09 The **Employer** agrees to provide coverage of all benefits under Article **25.01** on behalf of the spouse and children of an employee who dies in the service of the University. These benefits will be maintained until the death or legal re-marriage of the spouse, and dependent children to the age of twenty-one (21).

**25:10 Critical Incident Support**

- a) **From time to time, employees are required to deal with critical incidents which may cause a high degree of stress. In order to ensure that all staff are effectively supported at such times, the University undertakes to establish training for staff with respect to Post-Traumatic Stress Disorder (PTSD).**
- b) **All new employees shall receive training in PTSD upon hire. Current employees shall receive bi-annual training in PTSD during yearly in-service training. Employees attending such training outside their regular schedule shall be compensated at the overtime rate.**
- c) **Post-traumatic stress debriefings shall be held by the University following any critical incident experienced by any employee(s). Such debriefings shall be voluntary. Any employee attending a debriefing held outside their regular schedule shall be compensated at the overtime rate.**
- d) **Following any critical incident, the University will provide support for families of members by holding information sessions about PTSD to educate family members. Information sessions may be provide by the University's EFAP provider. Employees' attendance at these information sessions shall be voluntary; however, members on shift whose family members are attending may be excused from their regular duties to attend these sessions and shall suffer no loss of pay.**

e) Employees will not be subjected to psychological testing.

**25:11 Employee and Family Assistance Program ("EFAP")**

(a) The University shall provide an Employee and Family Assistance Program (EFAP) for employees of the University and their family members as defined by the program.

The Employer will provide electronic access to the services provided by the program.

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

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

**25:12** 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.

**ARTICLE 26 - LONG TERM SALARY-WAGE CONTINUANCE INSURANCE PLAN**

26:01 The Employer agrees to enrol all members of the bargaining unit upon completion of their probationary period in the existing Long Term Salary-Wage Continuance Insurance Plan. It is understood and agreed that the terms of the said Plan shall be amended to the extent necessary to give effect to this Agreement and to ensure coverage for the said employees on the following basis, provided such employees abide by and comply with the terms, provisions and conditions of the said Plan as the same may be from time to time.

(a) That all employees covered by the within Agreement shall be enrolled under the terms of the said Plan and coverage shall be effective following completion of their probationary period.

(b) That during the period of one hundred and five (105) calendar days following the onset of continuous illness, employees shall be paid at their basic rate of pay for such days during such period as they would have been regularly scheduled to work had they not suffered such illness.

(c) That if continuous illness extends for a period in excess of one hundred and five (105) calendar days the employee shall be covered from and after the 105th day of such illness by the Plan to the extent that one-half (½) of their wages to a maximum of **\$5000.00** per month calculated upon their basic rate of pay, shall be paid to them on the basis of forty (40) hours of work each week during such period as they are continuously ill and unable to work, or until they attain the age of sixty-five (65) years, whichever event shall occur first. For the purposes of this

clause only, 'Basic Rate of Pay' shall be that rate of pay as indicated in Schedule "A" of this Agreement plus the appropriate Cost of Living Allowance.

- 26:02 The Employer will not enter into a contract of disability insurance respecting the Group Long-Term Disability benefits for the employees without prior consultation with the Union.**
- 26:03 The employee shall, as a condition to enjoyment of the benefits herein described, produce proof of illness in the form of a physician's certificate when requested to do so by the Employer. It is further understood, that an employee receiving sick benefits shall make themselves available for communication with **the Director** and/or Human Resources.
- 26:04 The Employer agrees that members of the bargaining unit receiving Workplace Safety and Insurance payments will have the difference between such payments and ninety percent (90%) of their regular net salary rate paid by the Employer, provided said members are injured in the course of the performance of their duties as employees of the Employer.
- 26:05 Employees may be required to attend upon a medical doctor when directed by the Employer. **Where the Employer determines that an Independent Medical Examination ("IME") is required,** the Employer agrees to provide a listing of three (3) medical **practitioners** who are certified specialists in the discipline associated with the employee's medical condition. The employee **shall** select one (1) of the **practitioners** upon which the employee will attend. It is further agreed the Employer will pay the full cost of attendance upon the **practitioner** selected, and that such attendance will take place during the employees working hours and that the employee shall suffer no loss of wages due to their attendance upon the **practitioner**. In situations where there are conflicting opinions on the employee's condition, a third medical **practitioner** who is a certified specialist, as previously indicated, will be appointed with the agreement of both parties. The diagnosis of the aforementioned **practitioner** will be final and binding to both parties.
- 26:06 In an effort to return an employee to safe and suitable work, the employee shall disclose to the Employer, if requested, information concerning the employees functional abilities as determined by a health professional.
- 26:07 The Employer will post a notice of its intention to meet with employees whose absenteeism exceeds that of the bargaining unit average. During these meetings, the Employer will outline its expectations to each individual. This may include the Employer's requirement that a treating practitioner's note be received by the Employer (i.e. being called for overtime).**

#### **ARTICLE 27 - CLOTHING**

- 27:01 (a) Upon the hire of any new employee into the classification of Special Constable and their attainment of Special Constable status and successful completion of Use of Force Training, the Employer agrees to furnish the employee with the following equipment/tools: one (1) baton, one (1) baton holder, one (1) set of handcuffs, one (1) flashlight, one (1) flashlight holder, one (1) handcuff pouch, one (1) raincoat, two (2) baseball hats, a CPR face shield with holder and one (1) issue of soft body armour. The Employer will provide on an as required basis, replacements for any of the above items.



- (b) The Employer further agrees to furnish new employees with all prescribed articles of uniforms as noted in (i) and (ii) below.
- (i) The Special Constable **and Sergeant** uniform items shall include: three (3) pairs of **navy blue cargo pants**, five (5) **light blue long sleeved shirts**, **five (5) light blue short sleeved shirts**, one (1) sweater, **two (2) pairs** of Kevlar search gloves, **one (1) radio earpiece**, **five (5) Molle pouches**, one (1) key pouch, one (1) duty belt, one (1) notebook holder, **two (2) baseball style caps**, one (1) winter **toque**, and one (1) boot issue, a Police style with a custom sole (rubber) with a choice of either a high or low cut style. Further the Employer agrees to one complete boot repair each year of the Collective Agreement if required. By September 1<sup>st</sup> of each year, the Employer will provide on an as requested by the employee basis, replacements for any of the above items.
- (ii) **In addition to (i) above, Community Liaison Officers will be supplied with three (3) golf shirts for University functions and off-campus engagements.**
- (iii) **The Union committee will meet with the Director to discuss modernizing the uniform before the next issuance of uniforms.**
- (c) On an as required basis, the Director will approve and the Employer will provide one (1) all-weather **navy blue** jacket, one (1) fall/spring **navy blue** jacket. Appropriate badges and shoulder patches will be issued by the Employer as and when necessary. The Employer further agrees to provide a sufficient number of raincoats in suitable sizes for **individual** use by employees when and as required. Rain caps will be made available in the Special Constable Service Office.
- (d) By March 1st of each year the Employer will provide bike uniforms as required by the employee. The bicycle uniform shall consist of the following prescribed articles: one (1) helmet, one (1) jacket, three (3) golf shirts, one (1) pair of pants, two (2) pair of shorts, one (1) pair of gloves, one (1) pair of running shoes, one (1) pair of safety/sunglasses. **Such uniform is only to be worn for the purposes of bicycle patrol.**

27:02 Employees who have been issued uniforms by the Employer, in compliance with this Agreement, shall be required to wear their uniforms at all times while performing their jobs of work, and shall further be required to keep their uniforms clean and in proper repair. The Employer further agrees to provide the employee with a Dry-Cleaning Allowance of twenty dollars (\$20.00) per month.

27:03 A No. 1 Dress Uniform, which will consist of Forage Cap, tunic, lanyard, white gloves, belt, footwear and pants, will be provided once to the five (5) most senior Special Constables.

#### **ARTICLE 28 - TUITION REMISSION**

28:01 (a) Full-time employees, employed within the bargaining unit described in Article 3 of the Agreement and, with the employee's written consent, their dependent(s) and spouse are eligible for free tuition for credit courses approved by the Senate of the University of Windsor. Dependents are defined as children to the employee for whom the employee is entitled to claim tax exemption under the Income Tax Act in the year in which the free

tuition privilege is requested, or children not over the age of twenty-six (26) to whom the employee provides regular financial support.

- (b) Employees receiving benefits under the Long-Term Disability Plan, their spouses and dependents, the spouses (until remarriage) and dependents of employees who die in service, and employees who retire from the University of Windsor and their spouses and dependents shall also continue to enjoy the benefit of free tuition for credit courses approved by the Senate of the University of Windsor. Dependents are defined as children to the employee for whom the employee is entitled to claim tax exemption under the Income Tax Act in the year in which the free tuition privilege is requested, or children not over the age of twenty-six (26) to whom the employee provides regular financial support.
- (c) All applications for tuition remission shall be submitted in writing to the **Associate** Vice President, Human Resources or designate for approval.

28:02 For full-time members of the bargaining unit who desire to enrol in job-related courses at the University of Windsor, the University agrees, provided prior approval is obtained, to provide free tuition. The subject matter of courses taken at the University of Windsor must be approved as related to the employee's job of work. Approved courses must be taken outside the employee's normal working hours. In exceptional cases, where job-related courses are given only during an employee's normal working hours, the **Associate** Vice President, Human Resources or designate may grant permission to the Director, Special Constable Service to alter the working hours of the employee so that the employee may attend classes without changing their total number of work hours per week. It is further agreed that free tuition will be granted only in those cases where appropriate approvals have been given by the Director, Special Constable Service and the **Associate** Vice President, Human Resources prior to the employee enrolling in a course. Refunds will not be made if an employee did not obtain appropriate approval before commencing the course, and in those cases where an employee began a course prior to becoming an employee of the Employer. As further agreed approval to take a course may be denied only on the basis the course is not job-related and/or on the basis the course is not available at a time during the employee's working hours when it is convenient to release the employee to attend class.

28:03 The Employer further agrees to provide free tuition for full-time members of the bargaining unit who desire to enrol in courses other than job-related courses for which prior approval has been given by the **Associate** Vice President, Human Resources or designate. Such courses shall be taken outside the employee's normal working hours.

28:04 Information related to procedures applicable to this Article, and the application forms for prior approval for courses are to be obtained from the Department of Human Resources. For the purposes of this clause and none other, the term "job-related course" refers to a University course of instruction which the employee must, in the opinion of the **Associate** Vice President, Human Resources or designate, complete in order to do the employee's existing job of work.

#### **ARTICLE 29 – LEGAL INDEMNIFICATION**

29:01 **When an employee is charged with a criminal, civil or statutory offence arising from the employee's actions performed in good faith and within the scope of the employee's**

**duties and where subsequently there is no finding of guilt or liability on the part of the employee, then the University agrees to pay for the necessary and reasonable legal costs incurred by the employee in the defense of such charges.**

### **ARTICLE 30 - GENERAL CONDITIONS**

- 30:01 Whenever the singular is used in this Agreement, it shall be construed as if the plural had been used and/or where the masculine is used it shall be construed as if the feminine **and all gender neutral pronouns** had been used where the context or the party or parties thereto so require and the rest of the sentence shall be constructed as if the grammatical or terminological changes thereby rendered necessary had been made.
- 30:02 **Employee Personnel File**  
**An employee may arrange a meeting with the Manager, Labour Relations to review their personnel file at a mutually agreeable time.**
- 30:03 **Windsor Police Liaison**  
**The parties agree to arrange a meeting on an annual basis with the Windsor Police Liaison for the University to discuss issues as they may arise.**
- 30:04 **Staff Meeting**  
**Each calendar year, there shall be one (1) staff meeting held.**
- 30:01 (a) The Employer shall provide suitable accommodation for the employees to have a private room with lockers installed for the purpose of changing from uniforms to street clothes after the conclusion of the employees' shifts. Also private washrooms, shower facility and lunch room where the employees may eat their lunch in privacy.
- (b) General University calls will not be forwarded to Special Constable Service during holidays or when the University is closed.
- 30:02 It shall be the obligation of each employee covered under the terms of this Agreement to inform the Employer of their correct residential address and telephone number.
- 30:03 Employees will be granted necessary relief.
- 30:04 (a) Effective the next **SUV** vehicle purchase, all Special Constable Service patrol cars shall be equipped with air-conditioning, power locks, power windows with 360° degree emergency lighting. Vehicles purchased/leased by the Employer shall be a Big Three (3) vehicle.
- (b) In the event the Patrol vehicles are taken out of service for more than one (1) shift, a suitable replacement shall be rented.
- 30:05 The appropriate designation, for the special constable operation at the University of Windsor, shall be the Special Constable Service and may be changed as the result of changes/amendments in legislation, regulations or at the direction of the Windsor Police Services Board.

- 30:06 (a) The University of Windsor shall supply two (2) badges showing University of Windsor Special Constable Service to each member of the bargaining unit.
- (b) **The Employer will provide retirement badges to all employees who retire.**
- 30:07 The University of Windsor shall supply one (1) I.D. wallet to each member of the bargaining unit and replace as needed.
- 30:08 The University of Windsor Special Constable Service will carry, at all times, as their means of identification as a Special Constable, an Identification (ID) Card and badge as issued by the Director, Special Constable Service under the Revised Statutes of Ontario when sworn in by the appropriate judicial authority. This I.D. card will be signed by the Director, Special Constable Service. Upon being sworn in a new member will be provided their badge and I.D. card. All Special Constables and Sergeants will be issued with an official identification card within thirty (30) days of ratification.
- 30:09 (a) Paid Education Leave (PEL)
- The University agrees to pay into a special fund three (\$0.03) cents per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the **University** to the National Office at **115 Gordon Baker Road, Toronto, Ontario M2H 0A8.**
- (b) Social Justice Fund
- The University agrees to pay into a special fund \$0.01 per compensated hour to the Unifor Social Justice Fund.
- 30:10 (a) **The Employer agrees to continue to recognize that employees will observe one (1) minute of silence at 11:00 a.m. on December 6<sup>th</sup> of each year in observation of women killed in the Montreal massacre.**
- (b) National Day of Mourning
- Every year on April 28<sup>th</sup> at 11:00 a.m., one (1) minute of silence will be observed in memory of workers killed or injured on the job.**

#### **ARTICLE 31 - COST OF LIVING ALLOWANCE**

- 31:01 All employees within the bargaining unit shall be paid a cost of living allowance based on the cost of living formula as set forth below:
- The cost of living allowance will be determined in accordance with changes in the Consumer Price Index, published by Statistics Canada (1961 = 100) and hereinafter referred to as the Consumer Price Index.
- The base Consumer Price Index shall be the Consumer Price Index for April, 2004.

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

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

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

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

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

The amount of cost of living allowance shall be included in computing overtime pay subject to the provisions of Article 33:05 of this Agreement.

As of August 31, 2004 the cost of living rate adjustment less Five Cents (5¢)\* will be added to the base rates set forth in Schedule "A" in order to create new base rates - said new base rates to be effective as of September 1, 2004.

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

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

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

## **ARTICLE 32 - PROTECTION OF INTERESTS**

32:01 It is the declared intention of the parties hereto to provide for the job security of the employees covered by the term of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Windsor in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. In consideration thereof, the parties hereto agree as follows:

That the Employer may eliminate or discontinue any job, in whole or in part, and/or hire independent firms or agencies to do any work, which in the opinion of the Employer cannot be adequately performed by the employees; provided however, that no employee

who was employed by the Employer as of August 31st, **2025** and who has successfully completed their probationary period, either before or after the said date, shall be laid off by reason of the Employer contracting out the work. In such event, the Employer agrees to provide alternative employment for such employee at no loss of wages.

32:02 The parties hereto recognize, in accordance with past practice that the primary onus of the Special Constables, as authorized by the Windsor Police Services Board, is to provide effective law enforcement and security services and it is agreed that the Special Constables shall continue to perform those duties in all areas occupied by students, staff and faculty.

### **ARTICLE 33 - WAGES**

33:01 The Employer agrees to pay and the Union agrees to accept the schedule of wage rates attached hereto as Schedule "A" during the term of this Agreement.

33:02 The payroll for all members of the bargaining unit shall be by direct deposit only. Payroll will be deposited into employee bank accounts by noon every second Thursday in accordance with Schedule A attached hereto. The Thursday pay will reflect work up to and including the previous Sunday.

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

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

33:03 The Employer agrees to pay a premium of sixty-five cents (.65¢) per hour to any employee required to work a shift commencing after 11:59 in the evening and before 7:59 in the afternoon.

33:04 (a) The Employer agrees to pay a premium of sixty-seven cents (.67¢) per hour to any employee required to work a shift commencing after 7:59 in the afternoon and before 5:00 in the **morning**. They shall be entitled to the said premium for all hours worked by them during the shift.

(b) For those employees working the twelve (12) hour shift, the Employer agrees to pay a premium of **one dollar (\$1.00)** per hour to any employee required to work a shift commencing after 5:59 in the afternoon and before 6:00 in the morning. They shall be entitled to the said premium for all hours worked by them during the shift.

33:05 There shall be no pyramiding of premium pay, overtime pay, holiday pay, or cost of living allowance.

33:06 Employees shall be paid an additional one (1) dollar (\$1.00) per hour for each hour worked on Saturday and Sunday.

33:07 When it is found a member of the bargaining unit has been underpaid during a given pay period, the following compensating payment shall be paid to that member of the bargaining unit by means of a direct deposit, within the next twenty-four (24) hours when practicable.

**ARTICLE 34 - COPIES OF THE AGREEMENT**

34:01 The University will provide within ninety (90) days of ratification, a sufficient number of copies of the Agreement for distribution amongst each of the employees covered hereunder. It is understood that the Agreement will be produced in a pocket size format.

**ARTICLE 35 - TERM OF AGREEMENT**

35:01 The Agreement shall be binding and remain in effect from the 1st day of September, **2022** to the 31st day of August, **2025**, and shall continue from year to year thereafter unless either the Union and/or the Employer being desirous of changes or amendments hereto shall, not more than ninety (90) days prior to the 31st day of August, **2025** submit to the other party a notice in writing setting forth its desire to amend or terminate the Agreement, containing in sufficient and adequate detail a statement setting forth the proposed changes or amendments. Within thirty (30) days of receipt of such notice by one (1) party the other party shall enter into negotiation for renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

### **LETTER OF UNDERSTANDING #1 RE: REFERENCE TO SPECIAL CONSTABLE AND PARKING SERVICES**

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

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

### **LETTER OF UNDERSTANDING #2 RE: EMPLOYMENT EQUITY**

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

### **LETTER OF UNDERSTANDING #3 RE: VISITOR PARKING LOT**

The University agrees to supply the Unifor, Local 444 Chairperson with a list of individual hours worked on a Quarterly basis.

However, it is clearly understood that:

- (i) Visitor Lot duties shall be made available for light duty work if necessary when no other light duties are available.
- (ii) When Visitor Lot duties are engaged in by a Local 444 employee, they shall receive their regular rate of pay.

The Employer will not employ students to perform Special Constable patrol duties.

### **LETTER OF UNDERSTANDING #4 RE: CRIME PREVENTION/COMMUNITY LIAISON OFFICER**

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

The parties agree that the position of Crime Prevention/Community Liaison Officer **will be posted within thirty (30) days of ratification and** will be determined based on seniority. This incumbent will fill the position for a **four (4)** year term at which time the Director will re-post the position for **all** interested **Special Constables** to apply. The position will be filled based on seniority.

If **no Special Constable** is interested, the **Director will offer the position to a Sergeant, who shall suffer no loss in pay if they accept the position.** If **no Sergeant** is interested, the **employee** with the least seniority will fill the position.



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

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

#### **LETTER OF UNDERSTANDING #5 RE: STAFF SERGEANT**

**The Staff Sergeant position will replace the existing Crime Prevention/Community Liaison Sergeant. The Staff Sergeant position shall be posted within ninety (90) days of ratification. The position will be awarded based on seniority. It will be the expectation of the University that the successful incumbent must participate in training as requested by the Director.**

The parties agree as follows:

- 1) **The Staff Sergeant's primary responsibility shall be developing, implementing and overseeing the University's Emergency Preparedness Program and maintenance of the Emergency Response Plan.**
- 2) **The Staff Sergeant shall have oversight over the following two positions:**
  - I) **Crime Prevention/Community Liaison Special Constable; and**
  - II) **Administrative Assistant.**
- 3) **The Staff Sergeant shall be the back-up for the Administrative Assistant.**
- 4) **The Staff Sergeant shall be responsible for training the Crime Prevention/Community Liaison Special Constable.**
- 5) **The Staff Sergeant shall serve as Acting Director during the Director's absence and attend meetings on behalf of the Director upon request.**
- 6) **The Staff Sergeant shall act as the liaison with WPS upon the Director's request.**
- 7) **The Staff Sergeant shall not count as a body on a shift nor shall they be entitled to overtime.**

#### **LETTER OF UNDERSTANDING #6 RE: CADET**

**The Employer shall establish a new classification of Cadet into which all new employees, including temporary replacements for employees on Long-Term Disability or a leave of absence for a fixed term of more than one hundred and five (105) days, shall be hired unless they already hold the status of Special Constable.**

**Until such time as the Cadet has attained Special Constable status, they will not count as a body on the platoon. All training they are required to complete will be verified and confirmed by the Training**

Committee. They will shadow a Senior Special Constable, when available, until they are sworn in and placed on a platoon. They will not wear a uniform until they are sworn in.

Cadets shall complete a twelve (12) month probationary period. During this period, they shall be paid at a rate of eighty percent (80%) of the 1<sup>st</sup> Class Special Constable rate of pay. The hours worked during this twelve (12) month period shall not count towards the hours required to progress through the ranks of Special Constable. To be clear, it is only upon successful completion of the twelve (12) month probationary period that the Cadet will progress to the rank of 4<sup>th</sup> Class Special Constable and begin counting hours. The Cadet shall not be eligible to work overtime.

Notwithstanding the foregoing, upon completion of four hundred and eighty hours (480), the Cadet shall receive all benefit entitlements provided for under the Collective Agreement.

Cadets hired as temporary replacements will be placed on layoff if the incumbent returns to the workplace. These Cadets will be advised when they are hired that upon the incumbent's return, they will be placed on layoff. They shall maintain recall rights for a period of twelve (12) months during which they shall have no further entitlements, including benefit coverage. The Employer will only recall the Cadet when work is available for a minimum of three (3) months.

#### **LETTER OF UNDERSTANDING #7 RE: NEW HIRES**

In recognition of the need to patrol downtown, the four (4) platoons will be increased from five (5) Special Constables to six (6). Hiring of four (4) additional Cadet positions will conclude by April 30, 2023 and until such time as they are sworn in as Special Constables, they shall not count as a body on a platoon. Notwithstanding Article 16:01(e), during the months of September to April, the Employer shall maintain a minimum of four (4) Special Constables. In the months of May to August, Article 16.01(e) shall apply. The minimum of four (4) Special Constables will not become effective until all four (4) employees are covered as bodies.

#### **LETTER OF UNDERSTANDING #8 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 # 9 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.

#### **LETTER OF UNDERSTANDING # 10 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 63, but not beyond. Employees who otherwise retire, will experience the same deductions to their pensions as existed prior to ratification.

#### **LETTER OF UNDERSTANDING # 11 RE: EI PREMIUM REDUCTION**

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

#### **LETTER OF UNDERSTANDING #12 RE: EI PREMIUM REDUCTION PROGRAM**

The Parties agree that the EI rebate monies will be distributed as agreed during the 2022 bargaining within fourteen (14) days of ratification and will include the amounts from June 3, 2019 to August 25, 2022.

#### **LETTER OF UNDERSTANDING #13 RE: PAY EQUITY**

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

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

The parties agree that the Pay Equity Plan will be completed and posted by December 30, 2022. The parties shall meet once per year to jointly review the Pay Equity Plan and update it as necessary.

#### **LETTER OF UNDERSTANDING #14 RE: PARKING GARAGE**

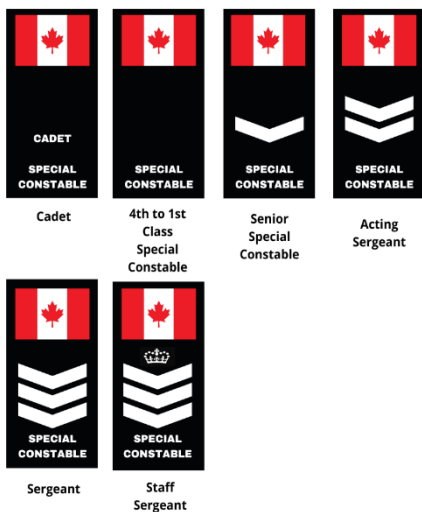
It is agreed that Special Constables will not be required to investigate the nature of such calls generated by the \*25. It is further agreed that the Employer commits to reviewing options to transfer any responsibility for \*25 calls away from the Special Constables within eighteen (18) months of ratification.

**LETTER OF UNDERSTANDING #15 RE ADDITIONAL USE OF FORCE OPTIONS**

Should other campus special constable organizations enhance their use of force options, the University agrees to meet with the Union to discuss whether such options should be implemented.

**LETTER OF UNDERSTANDING #16 RE: CLASSIFICATION INSIGNIA**

Sworn Special Constables, as well as Cadets, will be provided epaulettes showing their current classification. These epaulettes shall be worn as part of their regular issued uniform.



**LETTER OF UNDERSTANDING #17 RE: MAINTENANCE CALL-IN**

During 2022 collective bargaining, the parties discussed the ongoing responsibility of Special Constables to call in maintenance after hours. The parties agree that this should not be the responsibility of the Special Constables and commit to reviewing options to transfer this work elsewhere within eighteen (18) months of ratification.

**LETTER OF UNDERSTANDING #18 RE: FIRE WATCH**

Fire watch is required in the event of temporary failure of the fire alarm system or where activities require the interruption of any fire detection, suppression or alarm system component. The fire watch must be continuous until the fire protection system is repaired and on-line.

When such an event occurs and the assistance of the Special Constable Service is required, the on-duty Sergeant will be informed that a request for fire watch has been made. The on-duty sergeant will then initiate contacting an officer to attend the location, following the overtime call-in procedure.

**LETTER OF UNDERSTANDING #19 RE: RIGHT TO DISCONNECT LEGISLATION**

All employees shall have the right to disconnect in accordance with the Employer's policy in this regard.

## **LETTER OF UNDERSTANDING #20 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 #21 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" - BASE HOURLY WAGE RATES**

The parties are agreed the base hourly wage rates shown below shall be put into effect as and from the dates specified during the period September 1, **2022** through August 31, **2025**.


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

Classification	Time	Current	September 1, <b>2022</b> <b>2.0%</b>	September 1, <b>2023</b> <b>3.0%</b>	September 1, <b>2024</b> <b>3.0%</b>
<b>Staff Sergeant</b>		<b>\$44.71</b>	<b>\$45.60</b>	<b>\$46.97</b>	<b>\$48.38</b>
Sergeant		<b>\$39.26</b>	<b>\$40.81</b> <b>(\$0.75)</b>	<b>\$42.03</b>	<b>\$43.30</b>
Senior Special Constable	Completion of 10 years' service	<b>\$35.32</b>	<b>\$36.79</b> <b>(\$0.75)</b>	<b>\$37.90</b>	<b>\$39.03</b>
1 <sup>st</sup> Class Special Constable – 100%	Completion of 6240 hours	<b>\$32.97</b>	<b>\$33.63</b>	<b>\$34.64</b>	<b>\$35.68</b>
2 <sup>nd</sup> Class Special Constable – 95%	From 4160 to 6240 hours	<b>\$31.33</b>	<b>\$31.96</b>	<b>\$32.92</b>	<b>\$33.90</b>
3 <sup>rd</sup> Class Special Constable – 90%	From 2080 to 4160 hours	<b>\$29.68</b>	<b>\$30.27</b>	<b>\$31.18</b>	<b>\$32.12</b>
4 <sup>th</sup> Class Special Constable – 85%	Start to 2080 hours	<b>\$28.03</b>	<b>\$28.59</b>	<b>\$29.45</b>	<b>\$30.33</b>
<b>Cadet</b>	<b>(80% of 1<sup>st</sup> class)</b>		<b>\$26.90</b>	<b>\$27.71</b>	<b>\$28.54</b>

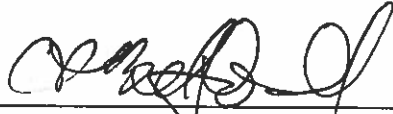
Classification	Current	September 1, <b>2022</b> <b>2.0%</b>	September 1, <b>2023</b> <b>3.0%</b>	September 1, <b>2024</b> <b>3.0%</b>
Administrative Assistant	<b>\$32.03</b>	<b>\$32.67</b>	<b>\$33.65</b>	<b>\$34.66</b>

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

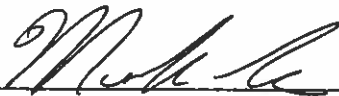
UNIVERSITY OF WINDSOR



\_\_\_\_\_  
President

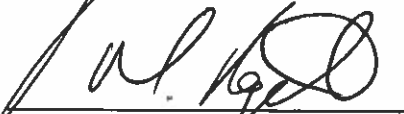


\_\_\_\_\_  
Interim Vice-President-Equity, Diversity and Inclusion



\_\_\_\_\_  
Labour Relations Manager

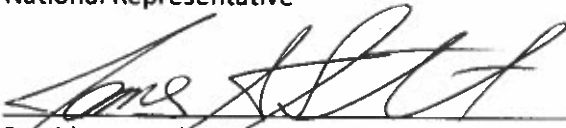
Unifor Local 444



\_\_\_\_\_  
Bargaining Committee Members



\_\_\_\_\_  
National Representative



\_\_\_\_\_  
President Local 444