

COLLECTIVE AGREEMENT

between

the UNIVERSITY OF WINDSOR



University
of Windsor

and

**UNIFOR
AND ITS LOCAL 2458**



www.unifor.org

ENGINEERS

THIS AGREEMENT made this 1st day of September, 2022

BETWEEN:

UNIVERSITY OF WINDSOR, hereinafter called the "Employer"

OF THE FIRST PART

and

UNIFOR and its Local 2458

(ENGINEERS) hereinafter call the "Union"

OF THE SECOND PART

Department of Human Resources

University of Windsor

Windsor, Ontario

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ARTICLE 1 - PURPOSE

- 1:01 The Purpose of this Agreement is to:
- a) **Maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;**
 - b) **Secure prompt and equitable disposition of grievances arising out of the administration of the within Agreement;**
 - c) **Encourage efficiency in operation;**
 - d) **Promote the morale, well-being and security of all employees in the Bargaining Unit;**
 - e) **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; and**
 - f) **Advance the parties' 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.**

ARTICLE 2 - RECOGNITION

- 2:01 The Employer recognizes the Union as the exclusive bargaining agent for all of its refrigeration and compressor operators, stationary engineers and persons primarily engaged as their helpers employed by the University of Windsor.
- 2:02 The Employer shall deduct from each employee within the bargaining unit, from the first pay of each calendar month, the monthly dues that are levied by the Union in accordance with its Constitution and By-Laws. It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to make such deductions in the following form:

Unifor CANADA, LOCAL 2458
CHECK OFF CARD

I, _____, _____
Last Name First Name

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

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

Employee # _____ Employment Commencement Date: _____

Signature: _____

Witness: _____

Date: _____

- 2:03 The amount of such dues shall be certified to the University by an authorized officer of the Union.
- 2:04 The dues deducted from all employees within the bargaining unit, together with a record indicating from whom pay deductions have been made, shall be remitted by the Employer to the Union not later than the 25th day of each month.
- 2:05 It is agreed that upon commencement of employment new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment as contained in the within Collective Agreement.
- 2:06 There shall be no discrimination, interference, restraint, coercion by or on behalf of the University regarding any employee because of their membership in the Union. The Union, its members and/or its agents shall not intimidate or coerce employees or attempt to intimidate or coerce employees into membership and shall not conduct Union activities on University time or premises except as herein expressly provided. The parties agree that there will be no discrimination consistent with the provisions of the Ontario Human Rights Code.
- 2:07 The provisions of this Article relating to check-off of Union dues and other levies shall apply to temporary employees hired for relief purposes during vacation, Long Term Disability, approved Leaves of Absence, or emergency periods.
- 2:08 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of the within Agreement.
- 2:09 (a) The Employer may replace an employee on an approved leave of absence and/or Long Term Disability for the lesser of the duration of the absence or eighteen (18) months with a temporary full time employee(s) who shall not acquire seniority status, except as provided in Article 2:10 below. If the Employer fails to notify the Union within fourteen (14) calendar days from the date of hire of such temporary full-time employee(s), the employee shall be considered a probationary employee from the date of hire.
- (b) The Employer may replace an employee on an approved Pregnancy or Parental Leave of absence for the lesser of the duration of the absence or eighteen (18) months with a temporary full time employee(s) who shall not acquire seniority status, except as

provided in Article 2:10 below. If the Employer fails to notify the Union within fourteen (14) calendar days from the date of hire of such temporary fulltime employee(s), the employee shall be considered a probationary employee from the date of hire.

2:10 It is further agreed that if a temporary full time employee(s), hired under Article 2:09 above, is, with the consent of the Union, continued in the employ of the Employer beyond one (1) year, **or, in the case of pregnancy/parental leave, eighteen (18) months**, the employee(s) shall only acquire seniority status back to the date of hire. The provisions of the Collective Agreement shall not apply to such a temporary full time employee(s) during the one (1) year or eighteen (18) month period nor shall they be back-dated to the initial date of hire should the employee work beyond the initial one year, **or eighteen (18) month**, period.

2:11 Should a temporary full time employee hired as per Articles 2:09 and 2:10 above apply for and be hired into the same classification for which they worked as temporary full time employee within the previous five (5) months, then the normal probationary period requirement under Article 7:02 shall be waived and seniority only will be recognized for such time worked as a temporary full time. However, should such individuals have worked less than sixty (60) calendar days as temporary full time, then they shall be required to serve a probationary period for such days as they are deficient from the normal sixty (60) calendar days of probation.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges the following managerial rights of the Employer:

- (a) Manage, conduct and operate the University;**
- (b) Maintain order, discipline and efficiency;**
- (c) Establish and enforce rules and regulations governing the conduct of the employees consistent with the provisions of this Agreement; and**
- (d) Hire, classify, direct, transfer, layoff, promote, demote and for just cause, discipline and discharge employees subject to the right of the employees to lodge a grievance as provided for in this Collective Agreement.**

3.02 The Employer agrees that such rights shall be exercised in a fair manner consistent with the terms of this Agreement.

ARTICLE 4 - REPRESENTATION

4:01 (a) The Union may appoint and the University shall recognize two (2) Committee persons, one of whom is the Plant Chairperson, one of whom is the Lead Steward, and one (1) Steward who shall act in place of the aforementioned Committee persons. Only two of these members can be absent from the workplace at one time with the exception of contract negotiations at which time a maximum of three (3) representatives is acceptable. In the period of six (6) months prior to the termination of this Agreement, each member

of the negotiating committee shall be entitled to **three (3)** full days off, paid by the Employer, to prepare and finalize bargaining proposals.”

- (b) In the period of six (6) months prior to the termination of this Agreement, the Union may hold a proposal meeting not to exceed **two (2) hours** for the purpose of reviewing formal proposals with the bargaining unit before negotiations. Once a date and time are agreed to by the Employer, this meeting may be held during normal working hours provided there is no interference to departmental operations or additional costs/penalty incurred by the Employer.

4:02 The duties of the Committee persons shall in no way conflict with their duties as employees of the University.

4:03 The Union will inform the **Labour Relations Manager** in writing, of the names of the Committee persons and of any change in the names of such Committee persons.

4:04 The Employer shall grant reasonable time to a Committee person for the adjustment of grievances without loss of pay. The Committee person shall notify their supervisor when leaving their job to adjust a grievance and upon their return to work.

4:05 The Employer agrees to discuss and deal with the Committee hereinafter referred to in connection with any matters which may properly arise from the provisions of this Agreement during the term hereof for the purpose of adjusting all grievances and complaints including those arising directly between the Employer and the Union as such. Committee persons attending such meetings during their working hours shall suffer no loss of pay and provide their supervisor as much notice as possible.

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

4:06 Members of the Negotiating Committee of the Union established to conduct negotiations for a renewal of this Collective Agreement, when acting in such capacity, will not suffer any loss of pay if negotiations are conducted during working hours, but nothing herein shall be construed as an agreement by the Employer to pay members of such Committee for negotiating during a strike or during any other work stoppage. In no event, will members of the Union Negotiating Committee be paid more than their normally scheduled hours of work during any one (1) regular scheduled work day.

4:07 It is agreed that the Chairperson of Unifor Local 2458 Operating Engineers unit shall be allowed **eighteen (18)** hours in each calendar month with pay, for the purposes of conducting Union business. These hours can be transferable to committee persons.

4.08 No employee shall waive Union representation.

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

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5:01 An employee or employees having a grievance shall first present it verbally within five (5) working days, excluding weekends and statutory holidays, of the occurrence of the matter giving rise to the grievance to **the Chief Operating Engineer** before presenting the same in writing to their Chairperson and/or Committee Person. If the complaint is not satisfactorily adjusted within twenty-four (24) hours, then the grievance procedure outlined below may be followed:
- STEP 1: **If the matter remains unresolved after discussion with the Chief Operating Engineer, the Union** shall reduce the grievance to writing within five (5) working days, excluding weekends and statutory holidays. The **Union** shall **present the grievance** to the **Chief Operating Engineer** within five (5) working days, excluding weekends and statutory holidays. The **Chief Operating Engineer** shall render their decision in writing within five (5) working days, excluding weekends and statutory holidays, following receipt by them of the said appeal.
- STEP 2: If the decision of the **Chief Operating Engineer** is not acceptable to the **Union**, it may within five (5) working days, excluding weekends and statutory holidays, following receipt thereof appeal the same in writing to the **Executive Director, Facility Services**, who shall render their decision in writing within five (5) working days, excluding weekends and statutory holidays, following receipt by them of the said appeal.
- STEP 3: **If the decision of the Executive Director, Facility Services is not acceptable to the Union, it may, within five (5) working days, excluding weekends and statutory holidays, following receipt thereof appeal the same in writing to the Labour Relations Manager of the Employer, who shall render their decision in writing within five (5) working days, excluding weekends and statutory holidays, following receipt by them of the said appeal.**
- STEP 4: If the decision of the **Labour Relations Manager** is not satisfactory to the **Union**, it may, within five (5) working days, excluding weekends and statutory holidays, following receipt thereof submit the same to arbitration in accordance with the provisions of Article 6.
- 5:02 (a) Any and all time limits fixed by this Article may, at any time, be extended by mutual written consent of both parties.
- (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.**
- 5:03 As an alternative to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a post-**fourth** step grievance to a Grievance Commissioner in the following manner:
- (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 hereunder for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 6 – Arbitration.

- (b) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of a grievance which the parties have agreed may be handled in a summary manner. The rules governing the summary proceeding of the Grievance Commissioner are set out in the schedule hereto.
- (c) The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the Grievance Commissioner shall:
 - (i) Be consistent with the provision(s) of this Agreement.
 - (ii) Be confined to the grievance referred to them.
- (d) The Union and the Employer shall each be responsible for one-half of the expenses of any fees payable to the Grievance Commissioner.
- (e) The parties, when referring a grievance to a Grievance Commissioner shall also provide them with the Step II summary (or as amended by agreement of the parties) and the decisions of the management representative at Step II and Step III.
- (f) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representation on which they intend to rely provided that such are **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 further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- (i) The Grievance Commissioner must render their decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after their decision has been rendered, the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of their decision.

ARTICLE 6 - ARBITRATION

6:01 When either party requests that a grievance be submitted to arbitration, the request shall be made by notice in writing addressed the other party to the Agreement. Within ten (10) working days thereafter, the parties shall meet together, if necessary, and appoint an arbitrator. If the parties fail to agree upon the selection of an arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon

request of either party.

- 6:02 No person shall be selected as an arbitrator who:
- (a) Is acting or has acted 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 matter(s) in dispute.
- 6:03 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.
- 6:04 Each party to this Agreement shall pay one-half (½) of the fees and expenses of the arbitrator.
- 6:05 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 that may be relevant to the settlement of the grievance. The Employer agrees to permit the Chairperson, the Committee Person representing the grievor, the grievor, and up to two (2) witnesses to be present during any arbitration proceedings without loss of pay.
- 6:06 Any and all time limits fixed by this Article may, at any time, be extended by mutual agreement written consent of the parties.
- 6:07 Nothing herein shall be interpreted or construed to prevent the arbitrator from ordering reinstatement in employment with full pay lost by an employee who has been dismissed or suspended.
- 6:08 Where the parties agree to the use of an Agreed Statement of Facts, such Statement will be provided to the Arbitrator at least five (5) business days before the hearing. The Statement of Facts will include all facts that can be mutually agreed upon.

ARTICLE 7 - SENIORITY

- 7:01 Seniority shall mean continuous service **from the date of entry into the bargaining unit**. Seniority from another bargaining unit **will not be transferred** into this Agreement except for University service, which may be **transferred for the purposes of** benefits only (i.e. University pension, vacation, long service pay, employment insurance payment).
- 7:02 (a) An employee will be considered to be on probation and will not acquire seniority until they have worked for a period of four hundred and eighty (480) hours within a consecutive five (5) month period of employment, at which time the seniority of the employee concerned shall commence from the day of hiring.

- (b) Probationary employees on hire **externally** shall, during the period of probation, be paid eighty-five percent (85%) to the nearest higher cent of the appropriate classification wage rate set forth in the Wage Schedule attached hereto. Employees who transfer **internally** will receive the full-rate as in Schedule "A" while serving their probationary period.
 - (c) During the probationary period, a probationary employee shall be paid for statutory holidays, per the Employment Standards Act. If a probationary employee is required to work a statutory holiday, they will be paid the appropriate overtime rate as outlined in Article 10:02.
- 7:03 Promotions and transfers to higher paid jobs or better jobs with equal pay within occupational classifications as defined in Schedule "A" will be based on possession of valid certificate(s) of qualification. Where more than one employee applies for the posted position and both meet the posted qualifications, seniority shall govern in the awarding of the posted position.
- 7:04 Seniority lists **shall be** maintained by the University and shall be kept up to date and copies shall be made available to the Union in the month of April of each year.
- 7:05 (a) An employee shall lose their seniority standing (subject to complaint or grievance procedure) and their name shall be removed from the seniority list for any of the following reasons:
- 1. If the employee voluntarily leaves the employ of the University.
 - 2. If the employee is discharged and not reinstated pursuant to the provisions of the grievance procedure herein defined.
 - 3. If the employee has been laid off for more than twenty-four (24) months.
 - 4. If the employee has been laid off for more than two (2) weeks and fails to signify within three (3) working days after they have been notified to return to their employment by the University through notice addressed to the last address of such employee on record with the University or fails to return to work within ten (10) working days of such notice. It shall be the responsibility of the employee to keep the University and the Union informed of their correct residence address.
- (b) If an employee is laid off for a period in excess of twenty-four (24) months and is not recalled they will receive their severance and termination pay in accordance with the Employment Standards Act, 2000, as amended.
 - (c) An employee who is on layoff (or identified for layoff) and elects to renounce their recall rights will receive payment of termination and severance pay in accordance with Employment Standards Act, 2000, as amended.
- 7:06 Seniority shall be determined only as herein provided.
- 7:07 In the event of a decrease in the workforce in any classification group as designated in Schedule A, the following procedure shall apply:**
- (a) **First temporary employees, then probationary employees will be laid off from their classification.**

- (b) If any further employees are to be reduced from a classification, such employee will be laid off in reverse order of their seniority from such classification group.

* understood that "reverse" is starting from the bottom of the seniority list

- 7.08 The affected employee shall then be afforded the opportunity to bump an employee with lesser seniority in the same or an equivalent classification such that the displaced employee has the qualifications to perform the work or they may accept the layoff.
- 7.09 The employee must exercise their bumping rights or accept the layoff within one (1) scheduled working days following the date of notification of the layoff. If the employee is on vacation or a leave of absence on the said date, the employee shall exercise the said displacement rights within three (3) working days following the date of receipt of such notification by registered mail, or any other means of delivery requiring the employee's signature for evidence of receipt.
- 7.10 The procedure set out in Article 7.08 above will continue until there are no further possible displacements, or until enough employees have opted to take the layoff. The laid off employee will have recall rights or the employee may choose to accept severance and terminate their employment in accordance with the *Employment Standards Act* and the Employer shall have no further obligation to the employee.
- 7.11 Failure to exercise bumping rights as herein before set out shall result in the employee being laid off and placed on the recall list. Such employee is therefore deemed to have waived their bumping rights.
- 7.12 The above procedure shall be repeated until an employee whose job is assumed cannot assume another job and is laid off. Such employee shall receive thirty (30) calendar days' notice or pay in lieu of notice.
- 7.13 When it is necessary to again increase the working force, employees who have been laid off shall then be recalled according to seniority provided they have the qualifications to perform the work.
- 7.14 An employee who is laid off shall maintain full benefit coverage as provided in Article 17:01 of this Agreement for a period of eighteen (18) months following the effective date of lay off.

ARTICLE 8 – POSTING OF VACANCIES AND NEW POSITIONS

- 8:01 (a) Where new jobs are created or vacancies occur within the job classifications set forth in Schedule "A", they shall be posted by the Employer on bulletin boards for periods of not less than seven (7) calendar days. Employees shall apply electronically as set forth on the job posting for such jobs posted.
- (b) It is understood that where an employee bids on a vacancy and is successful, such employee shall transfer to the new employment for a period as a probationary employee; such period shall not exceed the probationary period as hereinbefore provided and if such employee is then able to perform the work of the new employment such employee shall

be confirmed. If such employee is unable to perform the work of the new employment following a trial period, such employee shall be returned to their former position with all rights, privileges and wage rates previously enjoyed. The job vacancy will be posted again in accordance with the terms of (a) above.

- (c) If an employee transfers to a new classification, such employee shall retain full seniority in their old classification as security against lay-off and, in the event that such employee is to be laid off, they may by reason of their retained seniority return to their previous job.
- (d) **It is understood that following the conclusion of a posting, the Employer will notify the successful applicant within five (5) calendar days. Further, the successful applicant will be moved into their new role within thirty (30) calendar days following their notification of being the successful applicant with the exception of the positions of Shift Engineer and Assistant Shift Engineer. For these latter two positions, the incumbent who has successfully applied to a new position will be moved once the successful applicant for either of these two positions has been trained to a maximum of sixty (60) calendar days, which time shall be counted as part of the employee's probationary period as per Article 7.02(a).**

8:02 Temporary Vacancies

- (a) **When the Employer has made the decision to fill a temporary vacancy, a notice of temporary vacancy to all employees will be posted for three (3) days, exclusive of Saturdays, Sundays and holidays, by the punch clock for those interested in applying for the temporary vacancy. Should no one internally be qualified, the Employer may fill the temporary vacancy as deemed necessary in accordance with Article 2.**
- (b) **In the event the temporary vacancy is filled by an internal applicant, the Employer shall post the following two (2) vacancies that arise, but shall be under no obligation to post any further vacancies, unless deemed necessary by the Employer.**

8:03 The selection or appointment of a member of this bargaining unit to any position which is in the employ of the University and not subject to this Agreement, is not governed by the Agreement. However, if an employee so chooses or is found unsuitable in such position within ninety (90) calendar days following the date of appointment to such position, they shall be returned to their former position without loss of seniority.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

9:01 The Employer agrees that an employee shall have their Chairperson and/or Committee Person present whenever they are disciplined or discharged. The Union recognizes and agrees that it may on certain occasions be necessary for the Employer to **suspend an employee pending investigation** without the Chairperson and/or Committee Person present. If such action is taken on certain occasions, the Employer agrees to review the action with the employee and their Chairperson and/or Committee Person within a forty-eight (48) hour period following the initial action. Such forty-eight (48) hour period may be extended by mutual agreement of the parties.

9:02 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.

ARTICLE 10 – STATUTORY HOLIDAYS

10:01 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 (½) a day's pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family 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, and New Year's 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 one hundred and five (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 Leaves 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.

10:02 Employees who work on any of the holidays hereinbefore listed shall be paid at two (2) times their regular straight time rate plus their holiday pay mentioned above or a day in lieu of holiday pay at a time mutually agreed upon between the employee and the Chief Operating Engineer. **The Employer will respond to all requests for lieu time within twenty-four (24) hours during the week and within forty-eight (48) hours in the event of a weekend or holiday.**

10:03 (a) If a statutory holiday occurs in any week prior to completion of an employee's scheduled work week such day shall be considered as a day worked for the purpose of computing the employee's entitlement for overtime pay as hereinafter provided.

(b) The statutory holiday shall not be considered a day of work for purposes of reducing an employee's normally scheduled hours of work and/or pay.

10:04 The parties are agreed the following holidays will be observed on the day(s) proclaimed

by the appropriate governmental authority:

Victoria Day	Labour Day
Canada Day	Boxing Day
Civic Holiday	

10:05 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.

10:06 **Should the provincial government introduce a new holiday, it will be added to Article 10:01. Further, if the University introduces a new holiday, this holiday will be added to Article 10:01.**

10:07 **The Employer will establish a consistent and regular schedule for 2nd Class Shift Engineers and 3rd Class Assistant Shift Engineers required to work any of the holidays identified in Article 10.01 above.**

ARTICLE 11 – WAGES

11:01 The Employer agrees to pay and the University agrees to accept the Schedule of Wage Rates attached hereto as Schedule "A" during the term of this Agreement.

11:02 The Employer agrees to pay the following shift premiums:

- i) for any shift starting between 3:00 pm and 9:00 pm – **seventy cents (\$0.70)** per hour.
- ii) for any shift starting between 9:00 pm and 3:00 am – **eighty cents (\$0.80)** per hour.
- iii) Employees shall be paid an additional one dollar **and five cents (\$1.05)** per hour for each hour worked on Saturday and Sunday.

11:03 Two (2) times the employee's regular straight time rate shall be paid for all hours worked in excess of eight (8) within any period of twenty-four (24) consecutive hours and forty (40) in one (1) week.

11:04 (a) An employee who is required to report for work outside their regular schedule of hours shall be paid a minimum of six (6) hours at their regular straight time rate, or the actual hours worked at the appropriate premium payment, whichever is the greater.

(b) When overtime is **required**, the **Employer** will post the overtime **sign-up sheet outlining what is** required and the number of employees required. If there are not enough employees, in the prospective classification, the **Employer** may ask employees (based on the overtime list) in the next classification.

11:05 If an employee is required to perform all of the duties of a higher rated employee, they shall be paid for such actual hours worked at the rate of such higher rated employee.

11:06 The premium pay herein provided for shall not be included as part of the hourly rate of any employee for the computation of overtime pay and there shall be no pyramiding of premium, overtime or holiday pay.

11:07 (a) The Chief Operating Engineer shall provide the Union with an Overtime List that is updated at the end of each week. The overtime list will be posted in the ECC Control Room.

(b) The Employer agrees, as a matter of administrative practice, to require members of its supervisory staff to maintain records relating to overtime worked by employees under their jurisdiction in order that overtime may be assigned to all employees in an equitable manner. Provided that such employees who normally perform the work to be done are available to perform the overtime work, it being understood that inability to contact such employee shall not count as a refusal of such overtime, and also provided that an employee is excused their turn at such overtime, they shall be considered as having worked their turn insofar as distribution of such overtime is concerned.

(c) Employees who are off due to sickness will be deemed unavailable for overtime for the duration of that calendar day. Employees who are off because of vacation, lieu time or leave of absence will be placed at the bottom of their respective overtime list for the duration of the calendar day that they are scheduled off. They may be called for overtime, but only after all other available employees in their respective classification have been called. These employees will have the right to refuse the overtime without being charged for the refusal.

(d) When overtime is deemed necessary by the Employer, the employee assigned and completing the job will be given first right of refusal for available overtime. If that overtime carries over to another day, the person assigned the overtime the previous day will have first right to continue that work. If that overtime is refused the employee in that classification with lowest overtime will be asked next.

It is understood that if that overtime worked is carried over to a normal work day the employee will be paid at their normal rate of pay. Should additional overtime be required that day then the employee assigned and completing the work that day will be given first right of refusal for available overtime.

(e) When overtime is assigned, the member, in the appropriate classification, with the lowest accumulated overtime on the list will be asked first. Where two (2) members have equal overtime hours the member with the more seniority will be asked first. On the first (1) day of July the overtime list will be reset at zero (0) hours for all members. The senior member in each classification will have first right to overtime assigned to their classification.

(f) If overtime is required during the Christmas break, the overtime list posted at the beginning of the Christmas break week will be used. Employees with the lowest overtime will be low for the entire holiday break and will have first right to refuse, or accept, all overtime available.

(g) An employee who has been absent due to illness or leave of absence for two (2) weeks, or longer, upon their return, will have the average of all overtime hours worked during

their absence, by individuals in their classification, added to the overtime hours they had before the absence. Maintenance overtime hours worked by the 2nd Class Lead Hand will be included in the averaging formula. If no overtime is worked during the absence, then the overtime hours will remain unchanged.

- (h) When an employee works a regularly scheduled shift on a Statutory Holiday, said employee shall not be charged for those hours on the overtime list.

11:08 Where the parties agree that an error was made under Article 11.07, 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 the Chief Operating Engineer.**
- (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 11.07.**
- (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.**
- (e) If the missed shift was a call-in for three (3) hours or less, the Employer will pay the employee for the three (3) hours at their double time rate of pay.**

11:09 Employees shall be paid two (2) times their regular straight time rate for all hours worked on their regularly scheduled days off.

11:10 (a) The Employer agrees that members of the bargaining unit receiving Workplace Safety and Insurance Board payments will receive the difference between such payments and ninety percent (90%) of their regular net pay as submitted to the Workplace Safety and Insurance Board by the University.

Any payments received by the employee from the Workplace Safety and Insurance Board shall be returned to the Employer.

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

11:11 (a) **Any changes to employee schedules less than seventy-two (72) hours prior to their shift shall be paid at two (2) times their regular rate for work performing during their first shift following such a change.**

- (b) If an employee is notified due to unforeseen circumstances on their day off that they are to report to work for a shift that day and that call-in is due to a re-schedule, the employee will be compensated for that day as per Article 11:04.

- (c) In the event, the employee is required to work the next consecutive shift due to the reschedule as per (b) above, that shift will be identified as the first shift of the scheduled change and the employee will be compensated as per **Article 11.11** (a) above.
- 11:12 (a) Employees who are required to work two (2) hours or less of overtime at the conclusion of their regularly scheduled shift, shall be permitted a fifteen (15) minute paid rest period at the conclusion of their regularly scheduled shift.
- (b) Employees who are required to work more than two (2) hours of overtime following the conclusion of their regularly scheduled shift, shall be entitled to receive a hot meal, where possible at the expense of the Employer on paid time. The cost of said meal will not exceed **twenty** dollars (\$**20.00**) per person. The Employer will reimburse the cost of such meal within five (5) working days of the claim for reimbursement.
- (c) **Where a 2nd Class Shift Engineer is required to work unscheduled overtime (with less than seventy-two (72) hours' notice) and is the only employee on shift and therefore unable to leave their workstation, 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 \$30.00, upon presentation of a receipt.**
- 11:13 (a) 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 the necessary adjustments being made the next pay date.
- (b) The Employer will provide electronic pay stub statements and provide all employees access to a computer and a printing device.
- (c) 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 direct deposit, within the next twenty-four (24) hours when practicable.
- 11:14 All employees within the bargaining unit shall be paid a cost of living allowance based on the cost of living formula as set forth below:
- The cost of living allowance will be determined in accordance with changes in the Consumer Price Index, published by Statistics Canada (1961 = 100) and hereinafter referred to as the Consumer Price Index.
- The base Consumer Price Index shall be the Consumer Price Index for February 2007.
- The first (1st) cost of living adjustment will be based on the Consumer Price Index of May 2007 and each three (3) months thereafter compared to the base Consumer Price Index for February 2007.
- Cost of living adjustments shall be made on pay periods commencing 11:59 on the

following dates: July 2nd, 2007; October 8th, 2007; January 14th, 2008; and April 8th 2008.

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 February 2007, minus 2.5 points provide a basis for further reduction in the straight time rates as set forth in Schedule "A" of this Agreement.

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

The amount of cost of living allowance shall be included in computing overtime pay except that there shall be no pyramiding.

As of June 30, 2007, 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 July 1, 2007.

Upon creation of new base rates as provided in the preceding paragraph a new base Consumer Price Index shall be established and shall be calculated as being the Consumer Price Index for February 2007 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.

11:15 When an employee who has a Gas Fitter 1 license is performing the duties that require a Gas Fitter 1 license, they will receive an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked on that shift. When an employee who has a Gas Fitter 2 license is performing the duties that require a Gas Fitter 2 license, they will receive an additional one dollar (\$1.00) per hour for all hours on that shift.

ARTICLE 12 - HOURS OF WORK

12:01 The work week shall begin at 11:59 p.m. on Sunday of each week. Each shift shall have a specified beginning and end time.

12:02 Eight (8) Hour Shifts

- (a) The regular work week shall be forty (40) hours consisting of five (5) eight (8) hour days, but the within clause shall not be construed as a guarantee of such employment.
- (b) The Employer shall post, on the first day of October, a work schedule for all employees covered by the Collective Agreement, for the period of January 1st to December 31st subject to operational requirements.

- (c) Pursuant to the Employment Standards Act of Ontario, it is understood that members of the bargaining unit may work up to a maximum of eighty-four (84) hours per week.

12:03 Ten (10) Hour Shifts – Maintenance Engineers and Refrigeration Mechanics

- (a) These shifts shall be from 6:00 am to 4:00 pm and shall consist of four (4) ten (10) hour days.
- (b) During the weeks of a scheduled holiday, these employees will revert to an eight (8) hour shift schedule.
- (c) Employees will be paid two (2) times their regular rate of pay for all hours worked in excess of ten (10) hours in one day and for all hours worked on their regularly scheduled days off.
- (d) The Employer reserves the right to revert to an eight (8) hour shift schedule for these employees to cover the Monday to Friday time period in the event of prolonged absences of employees within these two classifications that may jeopardize adequate staffing.

12:04 Twelve (12) Hour Shifts – 2nd Class Shift Engineers

- (a) The schedule for such employees shall be as follows:
 - i) The day shift shall be from 7:00 am to 7:00 pm; and
 - ii) The night shift shall be from 7:00 pm to 7:00 am.
- (b) When the 2nd Class Shift Engineers are required to do maintenance work, they shall work eight (8) hour shifts consisting of either 6:00 am to 2:00 pm or 7:00 am to 3:00 pm.
- (c) When the 2nd Class Shift Engineer is on vacation, the 2nd Class Shift Engineer scheduled for maintenance work shall assume the operating shift of the 2nd Class Shift Engineer on vacation.
- (d) Holiday pay shall be paid in accordance with Article 10.02. If the employee is not scheduled to work the holiday, the employee shall receive eight (8) hours' pay at their regular rate of pay.
- (e) A shift premium of one dollar (\$1.00) per hour shall be paid to any employee for all hours worked on the night shift as defined above.
- (f) Employees will be paid two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in one day and for all hours worked on their regularly scheduled days off.
- (g) Employees may exchange their shifts with one another as approved by the Chief Operating Engineer or designate.
- (h) Employees will be paid based on an average of forty (40) hours per week. Actual hours worked will vary based on the 2nd Class Shift Engineer's weekly schedules. All hours worked in excess of the employee's weekly schedule, including holiday pay during each

two (2) week pay period, shall be compensated in accordance with Article 11.

12:05 The Employer agrees that an employee's days off will be consecutive.

12:06 In those cases where an employee works a portion of their regularly scheduled eight (8) hours on one calendar day and the remaining portion of their regular scheduled eight (8) hours on the next calendar day, the calendar day on which they work the greater number of hours shall be deemed to be the date on which they worked the entire eight (8) hours.

12:07 Flex Time

(a) Flex time applies to all employees working maintenance shifts.

(b) Regular shifts are from 7:00 am to 3:00 pm. Employees may work 6:00 am to 2:00 pm subject to the restriction noted in (c) below.

(c) Refrigeration Mechanics have the following three (3) week rotating shift schedule:

i) Shift 1: 6:00 am – 2:00 pm or 7:00 am – 3:00 pm;

ii) Shift 2: 6:00 am – 2:00 pm or 7:00 am – 3:00 pm;

iii) Shift 3: 8:00 am – 4:00 pm.

In the event that only (1) Refrigeration Mechanic opts to work the ten (10) hour shift as per Article 12.03(a) above, one of the remaining Refrigeration Mechanics must work Shift 3 as defined above.

(d) Employees will indicate which start time they desire two (2) weeks in advance.

12.08 Employees may make mutually agreed to exchanges of shifts, provided the employees first reach agreement between themselves and further, provided the consent of the Chief Operating Engineer is obtained prior to the exchange occurring and further, provided no financial penalty is imposed on the Employer.

ARTICLE 13 - LEAVES OF ABSENCE

13:01 The Employer may grant leave of absence without pay to any employee for legitimate personal reasons, including illness and accidents and including Union conferences. Any employee who is absent with leave shall continue to accumulate seniority during their absence.

13:02 During a leave of absence an employee shall not, without the consent of the Employer, engage in gainful employment with any other employer and, if an employee does so engage, they may be dismissed without notice, provided that such rule shall not apply in the case of an employee engaged by the Union as an employee.

13:03 An employee desiring leave of absence, except in the case of illness, accident and death in the family, shall apply for such leave to the Employer at least one (1) week prior to the intended date of commencement of leave.

13:04

Union Leave

Leaves of absence without pay and without loss of seniority shall be granted upon request to employees appointed or elected to represent Unifor or its Local 2458 provided such leaves of absence shall not unduly interfere with the operations of the Employer. It is further agreed that there will be no more than two (2) employees granted such leave from the same department at the same time.

13:05

Education Leave

The Employer may grant a leave of absence not to exceed one (1) year to an employee having at least three (3) years' seniority for the purpose of allowing the employee to study on a full-time basis at the University of Windsor. An application for such a leave of absence must be made in writing at least three (3) months prior to the proposed commencement date of the leave of absence. Such application must include a proposed plan of study during the period of leave. Such a leave may be extended for additional periods not to exceed one (1) year each provided the employee re-applies for such extension in accordance with the provisions of this Article. Applications for such 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 Number 3 Prescription Plan
- Green Shield Dental Plan 15
- Green Shield Vision Care
- Green Shield Supplemental Plan
- Group Life Insurance
- Long Term Salary/Wage Continuance Insurance Plan*
- Green Shield E.H.B. Plan T4
- Green Shield Canada Travel Assistance

- 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 **\$750** 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.

13:06

Other Leaves

- (a) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority by the Employer.
- (b) Any employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of five (5) years if elected to the House of Commons of the Dominion of Canada or the Provincial Legislature for the Province of Ontario, and a leave of absence of four (4) years if elected to a municipal council.
- (d) Any employee enjoying such leave of absence shall have the right to return to employment with the University at the expiration of such leave to a job similar to the job performed before the leave commenced.

13:07

(a) PREGNANCY LEAVE

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

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

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

1. The Employer will pay ninety-five percent (95%) of the normal basic earnings for the first **one (1)** week of pregnancy leave (see note).
2. During the following **sixteen (16)** weeks of the pregnancy leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the 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 Employer will pay ninety-five percent (95%) of the total weekly income for the first **one (1)** week of parental leave (see note).
 - (b) During the following **sixteen (16)** weeks of the parental leave, the employee's E.I. weekly benefit plus all other earnings plus S.U.B. payments from the 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 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) In accordance with the Employment Standards Act, an employee shall remain a full participant in all Employer - paid benefit programs. Where the Employer and employee share the premiums, i.e. pension plan contributions, the employee may elect to remain a full participant, therefore, the parties shall continue to be responsible for their respective premiums. Where the employee elects not to continue in a shared benefit, the benefit shall be suspended until such time as the employee returns to work. Such option not to participate must be expressed in writing addressed to Benefits and Pension – Human Resources. It is understood that employees on an approved leave of absence are not eligible for Long Term Disability therefore the benefit shall be suspended until such time as the employee returns to work.

13:08 (a) 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.

- (b) In the case of an adoption, an employee who receives remuneration under **Article 13:07(b)** shall not be entitled to the three (3) days identified in **(a) above**.

13:09 Compassionate Leave of Absence

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

13:10 Canadian Forces

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

13:11 Bereavement Leave

- (a) A leave of absence of five (5) normally scheduled days of work without loss of pay will be granted to an employee as a bereavement leave in the event of the death of the legal or common-law spouse, parent, **brother, sister**, stepchild, son, daughter or child in legal guardianship of such employee.
- (b) A leave of absence of three (3) normally scheduled days of work without loss of pay will be granted to an employee as a bereavement leave in the event of the death of the mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother, stepfather, of such employee, a grandparent or grandchild of such employee or grandparent of the spouse of such employee.
- (c) An additional three (3) days' leave of absence of normally scheduled days of work without loss of pay shall be granted to an employee who has the sole responsibility of making the usual funeral arrangements in connection with the death of a legal or common-law spouse, parent, stepchild, child, grandparent or grandchild of such employee.
- (d) If the bereavement occurs during an employee's vacation period, the vacation allowance will be extended by the length of the bereavement period.
- (e) **One (1) day of paid bereavement leave for an individual who is considered significant to the employee.**

13:12 Jury Duty

The Employer shall pay to employees required to serve as jurors or subpoenaed to appear as witnesses for the Crown Attorney in a criminal prosecution, the difference between their regular straight time hourly rate and the amount received by them for service as jurors or witnesses, for such time as they shall be required to be absent from their regularly scheduled work while actually serving in such capacity. Such differential payment is contingent upon the employee providing the Employer with the proof received from the Court as to the amount received for such service.

13:13 An employee may be granted three (3) non-consecutive days off without pay in each calendar year for personal reasons. Such personal reasons need not be divulged by the employee. It is agreed by the parties that such days off shall not be taken on the day immediately prior to or immediately after any holiday stipulated in Article 10:01 of this Agreement, or on the day immediately prior to or the day immediately after the employee's annual vacation. Such request shall be made in writing on the form to be supplied by the Employer. The employee shall give one (1) weeks' notice for such days off except in the case of an emergency.

ARTICLE 14 - LONG TERM SALARY/WAGE CONTINUANCE PLAN

14:01 The Employer agrees to enroll all members of the bargaining unit effective upon completion of their probationary periods in the existing Long Term Salary/Wage Continuance Insurance Plan. The Employer agrees to provide the Union with a copy of the master contract of insurance as provided by the carrier. The definition of disability shall be that as is contained in the master contract of insurance provided that such

definition shall not be changed except by negotiation with the Union.

- (a) During the period of one hundred and five (105) calendar days following the onset of continuous illness, employees shall be paid at their regular basic rate of pay for such days during such period as they would have been regularly scheduled to work had they not suffered such illness.
- (b) That is 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 **five thousand dollars (\$5,000.00)** per month calculated upon their basic rate of pay, shall be paid to them on the basis of forty (40) hours of work in each week during such period as they are continuously ill and unable to work, or until they attain the age of sixty-five (65) years, whichever event shall first occur.

14:02 The employee shall, as a condition to enjoyment of the benefits herein described, produce proof of illness in the form of a physician's certificate when requested so to do by the Employer. It is further understood, that an employee receiving sick benefits make themselves available for communication with their Supervisor/Manager and/or Human Resources.

14:03 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 then 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 employee's working hours and that the employee shall suffer no loss of wages due to their attendance upon the **practitioner**.

ARTICLE 15 - VACATIONS

15:01 **Employees shall receive** yearly vacation entitlement **as follows**, calculated at their normal rate of pay which they would normally receive if they were working this period.

Up to one year of service	0.83 days per month for a total of ten (10) days (80 hours time)
1 to 7 full years of service	15 days vacation (120 hours time)
7+ to 15 full years of service	20 days vacation (160 hours time)
15+ to 19 full years of service	25 days vacation (200 hours time)
20 full years of service	26 days vacation (208 hours time)
21 full years of service	27 days vacation (216 hours time)
22 full years of service	28 days vacation (224 hours time)
23 full years of service	29 days vacation (232 hours time)
24 or more full years of service	30 days vacation (240 hours time)

For those positions not working a regular eight (8) hour day, forty (40) hour work week, vacation time is based on hours as noted above.

- 15:02 (a) Employees entitled to vacation with pay shall take such vacation at any time from January 1st to December 31st of the same calendar year. Employees **with three (3) or more years of service** may elect to carry forward up to one (1) **week** of vacation into the following year, and **employees with ten (10) or more years of service** may elect to carry up to two (2) weeks of vacation into the following year. Vacation carryover requests in excess of two (2) weeks must be approved by the **Associate** Vice President, Human Resources, following approval by the Department Head.
- (b) For purpose of vacation entitlement time, on lay off will not be included in the calculation of vacation.
- 15:03 Accumulated service with the Employer shall include such service with the University of Windsor, provided such service is continuous.
- 15:04 Vacation may be taken at any period during the calendar year with the permission of the Chief Operating Engineer. However, during the months of July and August each year, vacations shall be limited to a period of eighty-four (84) hours per employee unless additional time is granted by the Chief Operating Engineer. **The Employer will respond to requests for vacation time within twenty-four (24) hours during the week and within forty-eight (48) hours in the event of a weekend or holiday.**
- 15:05 (a) By October **31 of each year, employees** may submit vacation requests for the following January 1 to March 31 period. Seniority will prevail for requests submitted during this period. **The vacation schedule shall be posted by November 15.** Requests **after October 31** shall be granted on a first requested **basis**.
- (b) By February 28th of each year employees **may submit** their vacation **requests** for the period of April 1 to December 31. **Seniority shall prevail for requests submitted during this period provided** such scheduling does not disrupt or interfere with the University's operations. **The vacation schedule shall be posted by March 15. Requests submitted after February 28 shall be granted on a first requested basis.**
- 15:06 If an employee attains sufficient accumulated service **in a year** to entitle them to an **increased vacation as per Article 15:01**, such employee may request to take such vacation in advance of the day upon which they become entitled. **If** such request is granted, their pay for such week or additional week shall be held back and shall not be paid until they have attained the required accumulated service within the time specified.
- 15:07 If an employee's **vacation is interrupted due to serious illness or injury** or as the result of a recurrence of any disability for which such employee would otherwise have been entitled to Workplace Safety and Insurance benefits, the period of any **such illness or injury** shall be charged to the employee's sick leave or Workplace Safety and Insurance claim as the case may be, provided that the employee shall provide proof of such **illness or injury** in such form as may be satisfactory to the **Labour Relations Manager**. It is further agreed that the period of actual **illness or injury** during the employee's regularly scheduled vacation period shall not be deducted from such employee's vacation entitlement, and such employee shall be entitled to take the portion of **their** vacation during which they were in hospital at a subsequent date mutually agreeable to by the Employer and the employee. **The employee must advise the Employer during their**

period of vacation of the illness or injury unless they are physically unable to do so.

- 15:08 (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 their supervisor 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 period covered in (a) above shall receive the same entitlement to vacation days**.
- (d) Employees on LTD will receive one-half (½) their normal vacation pay entitlement from the Employer.
- 15:09 All employee requests for a vacation day will supercede the approval of a request for a lieu day made by any employee. Seniority is not a determining factor. Vacations once booked cannot be changed to a lieu day.
- 15:10 For the purpose of calculating vacation entitlement, accumulated service as herein defined shall include lay offs.

ARTICLE 16 - COOPERATION

- 16:01 A bulletin board will be provided for the use of the Union to post notices of interest to its members upon presentation to the Executive Director, Facility Services. The Executive Director, Facility Services reserves the right to disapprove of notices or materials not relating directly to Union matters.
- 16:02 The Union agrees that during the term of this Agreement there shall be no strikes, suspensions or slow-down of work, picketing or other interference with the operation of the University's business and to this end the Union will take affirmative action to prevent an employee from engaging in such activity. The Employer agrees that there shall be no lock out of the employees.
- 16:03 The Employer agrees to maintain a time clock in the Energy Conversion Centre.

ARTICLE 17 – EMPLOYEES' BENEFIT PLANS

- 17:01 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 of **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 of **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 **\$850.00** 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
- PSA Test annually
- C125 test annually
- Vision care at \$500/24 months **plus one (1) eye exam every 24 months. Effective July 1, 2023, increase vision care to \$525/24 months.**
- **\$1,000.00 to be applied to laser eye surgery every 24 months (separate coverage from vision care benefit)**
- Hearing aid coverage at **\$1,500.00** every 5 years
- Hearing test every **2** years **to a maximum of \$100.00**
- Private Duty Nurse, **RN, RNA or PSW** at \$20,000.00
- Out of Country (1st dollar coverage) - Green Shield
- **Semi-private room coverage to a cap of \$10,000 per year**

Mental Health Specialist coverage: maximum coverage of 50% of the fee to a total coverage amount of \$1,000 per dependent per calendar year (includes psychologist, psychotherapist and MSW coverage)

Speech Therapy of up to \$200/year

Paramedical coverage to be extended to holistic or naturopathic medicine (reiki, reflexology, naturopathic doctor) annual amount of up to \$300.

The Green Shield dental plan includes the following coverage:

- Current ODA rates
- \$3,500 orthodontic maximum
- Dental check-ups once every nine months
- Major restorative at 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.

17:02

The Employer agrees to provide Group Life Insurance in the principal amount of two (2) times the person's annual base salary, to a maximum of **two hundred** thousand dollars (**\$200,000.00**), to age sixty-five (65) to be paid on the basis of a one hundred percent (100%) contribution by the Employer. The two (2) times annual salary mentioned above

is to be calculated by multiplying the employee's negotiated base hourly rate as it may be from time to time by two thousand and eighty (2,080) hours, times two (2), and then rounding the resultant amount to the next highest five hundred dollars (\$500.00). Further, the Employer agrees to provide members of the bargaining unit with a five thousand dollar (\$5,000.00) death benefit allowance at age sixty-five (65).

17:03 The Employer agrees to enrol all employees covered by this Agreement with Employment Insurance and agrees to pay the premium payable in connection with such employees. All employees hired on or after November 9, 1981, shall pay the employee's portion of the premium.

17:04 (a) The Employer agrees to maintain the present *University of Windsor Employees' Retirement Plan* as restated at July 1, 1996 with Consolidated Amendments to July 1, 2002, plus any amendments thereafter.

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

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

Two percent (2%) of the average annual gross salary received by the employee during their sixty (60) highest consecutive months of 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 17:04 (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.

(b) 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.

17:05 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.

17:06 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 Payment</u>
Upon completion of Five (5) years and less than Ten (10) years' service:	\$ 50.00
Upon completion of Ten (10) years and less than Fifteen (15) years' service:	\$100.00
Upon completion of Fifteen years and less than Twenty (20) years' service:	\$150.00
Upon completion of Twenty (20) years' service or more:	\$200.00

17:07 (a) The Employer agrees to provide Green Shield Number 3 Prescription Plan coverage at One Dollar (\$1.00) co-pay for all retired members of the bargaining unit and to pay one hundred percent (100%) of the cost of such coverage on behalf of such retired employees. The Employer shall tender the exact specifications of the above named Plan and accept the lowest tender meeting the said specifications. The specifications shall not be tendered until the University and the Union have agreed to the specifications. 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.

(b) Upon the death of any employee who retired, the Employer agrees to continue the Green Shield Number 3 Prescription Plan coverage for the spouse.

(c) The Employer agrees to provide coverage of all benefits under Article 17.01 on behalf of the spouse and children of an employee who dies in the service of the Employer. 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).

(d) Retiree Benefits – Employees who retire and commence pension prior to their Normal Retirement Date, as defined in the Employees’ Pension Plan text, shall continue with benefits coverage as per Article 17:01 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 **17.07 (a)**, retirees shall have the option of purchasing the University of Windsor Administrative Retirees benefits plan.

17:08 Tuition Remission:

(a) Full-time employees employed within the bargaining unit described in Article 2 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 re-marriage) 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 for their approval or a designate's approval.

17:09 The Employee Benefit Plans will be administered in accordance with an appropriate Master Contract or set of procedures reflecting the plan designs, as outlined in Articles 14 and 17. Furthermore, the University also retains the right to self-administration in accordance with the above articles.

17:10 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 18 – CLOTHING AND TOOLS

18:01 The Employer agrees to provide five (5) uniforms or five (5) coveralls or any combination of these totaling five (5) units in each twelve (12) month period to each employee covered under the provisions of this Agreement. These units will be ordered prior to December 31 of each year, to be received by the employees in the month of March. The University further agrees to provide one (1) winter jacket and one (1) spring jacket on an alternating basis every twelve (12) months, winter coats to be ordered by August 31st of odd number years and spring jackets to be ordered by January 31st of even number years for all employees, such uniforms, coveralls and jackets to be laundered and maintained by the employee. The University undertakes consultation on uniforms and jackets with the Union. The Employer agrees to pay one hundred percent (100%) of the cost of one (1) pair of safety shoes in every year of the Collective Agreement. Those on L.T.D. will not be able to claim the items stated in this clause.

18:02 The Employer agrees to pay one hundred percent (100%) of the cost of one (1) pair of C.S.A. (Canadian Standard Association) approved prescription safety glasses (safety lenses and frames) during any one (1) year of the Collective Agreement. When prescription safety glasses are required, a prescription order form must be obtained from the Health and Safety office. Prescription safety glasses shall be obtained from a local optician who has been approved by the supplier of such glasses and the Manager of Occupational Health & Safety. Those on L.T.D., Workplace Safety and Insurance benefits or a Leave of Absence without Pay will not be able to claim this allowance.

18:03 The Employer agrees to provide suitable gloves to each employee coming under the provisions of this Agreement as and when the same are required for use in connection

with the work to be performed in the handling of equipment. The Employer agrees to provide members of the bargaining unit with coveralls and safety-toed rubber boots as designated by the Manager of Occupational Health & Safety.

- 18:04 Members of the bargaining unit shall be responsible for the calibre of work performed by them, the tools and equipment assigned to them, and for assuring that their work areas are kept in a safe and tidy condition.
- 18:05 (a) The Employer agrees to replace hand **or power** tools broken on the job, such replacement to be made by the Employer on the basis of providing a tool of like value on presentation of the broken tool. Furthermore, the Employer agrees to replace tools stolen from any properly secured area on University property or from a properly secured University truck or vehicle, subject to verification.
- (b) The Employer will determine and provide the necessary test equipment required to maintain and service heating and cooling equipment.
- 18:06 In consultation with the Union, the Employer will determine relevant code material to be made available for employees.

ARTICLE 19 – MISCELLANEOUS

- 19:01 (a) The Employer agrees to provide parking space for each member of the bargaining unit requesting the same, in the lot nearest the employees' punch clock. The Employer will designate five (5) spots at the north side of the parking lot **for use by the members of the bargaining unit**. These spaces will allow access to the Plant for service and delivery.
- (b) Employees that possess a valid University parking pass will have the option of parking in the ECC parking lot while working on the afternoon or night shifts.
- 19:02 **It shall be the obligation of each employee covered under the terms of this Agreement to inform the Department of Human Resources of the University, in writing, of their current residential address and telephone number.**

19:03 Unifor Paid Education Leave (PEL)

The Employer agrees to pay into a special fund, two cents (\$0.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employees' skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the Employer to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, **115 Gordon Baker Rd., Toronto, ON, M2H 0A8.**

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

19:04

Unifor Social Justice Fund (SJF)

The Employer agrees to pay a one (1) time lump sum payment of two hundred and fifty (\$250.00) dollars for the purpose of contributing to the Unifor - Social Justice Fund for the lifetime of the collective agreement. The fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a one (1) time basis into the fund established by its Board of Directors and sent by the Employer to the following address:

Unifor Social Justice Fund
115 Gordon Baker Rd.
Toronto, ON
M2H 0A8

19:05

Women's Advocate

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

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

19:06

Minute of Silence

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

ARTICLE 20 – TRAINING

- 20:01 The Employer agrees to allow paid time off to write exams with proof of same, up to a maximum of one (1) day per exam, for employees wishing to upgrade their certificates of qualification, provided the exam is written during their scheduled working hours.
- 20:02 The Employer shall allow all employees who must be tested each year to maintain high pressure welding certificates, paid time off to do so and shall supply any materials needed for such tests.
- 20:03 Monies will be provided in the Energy Conversion operating budget in order to provide members with reimbursement of job related non-university courses/seminar costs, as approved by the Chief Operating Engineer and the Union Chairperson. These monies shall not exceed \$2,000.00 in total, to be used amongst the members in each year of this agreement. In the case of bona fide for credit or certificate courses, reimbursement will be made for tuition only, upon successful completion of the course. Credit courses will normally be taken during off hours. Submissions for prior consideration will be made by August 15th of each year. Late requests will be considered on an ad hoc basis with any remaining funds.
- 20:04 The Employer will reimburse employees for the full cost of renewing or obtaining trade certifications or licenses.**

ARTICLE 21 - DURATION AND TERMINATION OF CONTRACT

- 21:01 This Agreement shall be binding and remain in effect from **September 1, 2022 to August 31, 2025** and shall continue thereafter for an annual term of one (1) year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than forty-five (45) days prior to August 31, 2025 that it desires to amend or revise this contract.

ARTICLE 22 - APPRENTICESHIP TRAINING PROGRAM

- 22:01 The Employer and the Union agree that an Apprenticeship Training Program may be established by the Employer in accordance with the provisions of the Apprenticeship and Tradesmen's Qualification Act 1981.
- 22:02 An advisory committee shall be established encompassing not more than two (2) representatives from (a) The Office of Physical Plant, (b) The Plant **Chairperson** of the Union and one person from the trade concerned and (c) The Department of Human Resources. The Committee will ensure the rules and regulations concerning the procedures of the Apprenticeship Training Program are adhered to by all parties. Employees attending meetings within their working hours shall suffer no loss of wages.
- 22:03 When a position is established under the Apprenticeship Training Program the Employer shall notify the Union in writing and post notice of the position on all bulletin boards herein provided for, for a minimum of seven (7) calendar days. The Employer shall consider only the ability, knowledge and aptitude of the applicants to do the job in

determining who if any is selected to the position. The Employer further agrees to consider an applicant's past experience for purposes of shortening the length of the apprenticeship if it is allowable under the Apprenticeship and Tradesmen's Qualification Act 1981.

22:04 A person working under the Apprenticeship Training Program shall be considered to be on probation for ninety (90) calendar days following their employment. At the conclusion of which they will be indentured as an Apprentice.

22:05 The Apprentice employee shall be paid a minimum wage rate during the periods of their apprenticeship calculated as a percentage of the wage rate prescribed for the trade as herein defined on Schedule "A": Such minimum percentages shall be as follows:

Period 1	-	40%
Period 2	-	50%
Period 3	-	60%
Period 4	-	70%
Period 5	-	80%

22:06 Upon satisfactory completion of the probation period, the Apprentice will be granted seniority back to the date of hire in the Apprenticeship Classification.

ARTICLE 23 - MEDICAL TESTS

23:01 The Employer agrees to provide for medical tests such as hearing, lung capacity and breathing tests and chest X-Rays on a yearly basis for detection of asbestos or other disorders associated with hazardous substances in the workplace.

ARTICLE 24 - DISCRIMINATION AND HARASSMENT FREE WORKPLACE

24:01 Whereas the parties agree that there will be no discrimination or harassment consistent with the provisions of the Ontario Human Rights Code and **all other applicable legislation**;

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

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

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

(a) Discrimination

Discrimination is defined as a distinction, whether intentional or not, based on grounds

relating to personal characteristics of an individual or group, which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed upon others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.

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

(b) Harassment

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

- (i) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working or educational environment when such treatment has the effect or purpose of threatening or intimidating a person;
- (ii) treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of creed, age, sex (including pregnancy, gender identity, gender expression), disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, place or 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 innuendos, 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 either of actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- iv) any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
- v) the communication or display of material with a focus on sexuality or sexual identity which has the effect or purpose of creating a hostile, intimidating working or educational environment.

(d) Investigative Training

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

(e) Filing a Complaint

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

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

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

(f) Investigation - Informal

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

(g) Investigation - Formal

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

It is understood and agreed that complaints into allegations of sexual misconduct, which necessitate a formal investigation will be conducted by an external investigator in accordance with the University of Windsor Policy on Sexual Misconduct. The parties will agree on the choice of 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 twenty (20) days of receiving the findings and will meet with the Union Chairperson to inform them of the resolution. It is agreed that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code and all other applicable legislation.

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

The complaint if, unresolved, may be submitted by the Union to arbitration in accordance with the provisions of 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 25 – HEALTH AND SAFETY

25:01 The University recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act. R.S.O. 1990, and its accompanying regulations as minimum acceptable standards including but not limited to:

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

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

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

25:02 Right to Refuse
An employee has the right to refuse unsafe work in accordance with the Act.

25:03 Certified Health and Safety Workers
Certified Health and Safety Workers shall have the powers and responsibilities as specified in the Act.

25:04 Union Health and Safety Representatives
One (1) member (and one (1) alternate) of the bargaining unit shall be members of the Joint Health and Safety Committee and if meetings, inspections, and University sponsored or approved safety seminars are held during working hours, the employee shall suffer no loss of pay or benefits. The Union shall notify the **Labour Relations Manager** of the name of its appointee and the alternate. When inspections, meetings, or seminars are held

outside normal working hours, the bargaining unit member shall be paid the overtime rate of two (2) times their regular straight time hourly rate of pay.

25:05

Joint Health and Safety Committee

- (a) The parties agree that there will exist a Joint Health and Safety Committee (“Joint Health and Safety Committee” or “JHSC”).
- (b) The JHSC shall:
 - (i) make recommendations in the development of health and safety policies and programs;
 - (ii) consider and expeditiously dispose of matters concerning health and safety raised by members of the committee;
 - (iii) participate in critical injury investigations and inspections pertaining to occupational health and safety;
 - (iv) co-operate with Ministry of Labour Inspectors; and
 - (v) forward all formal recommendations to the Associate Vice President, Human Resources.
- (c) The JHSC 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 JHSC has access to all government and Employer studies and tests relating to the health and safety of employees in the workplace.
- (e) The JHSC 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 JHSC 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 JHSC meetings.
- (g) The Employer shall ensure that minutes are taken of all JHSC meetings and that copies are provided to all members of the Committee. Administrative support for the Committee shall be provided by the Employer.

25:06

Education and Training of JHSC Members

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

25:07

Education & Training

- (a) No employee shall be required to work on any job or operate any piece of equipment

until they have received proper training and instructions, and is informed by their supervisor of any safety hazards known to the Supervisor and is provided with any necessary safety equipment. Moreover, it is incumbent upon employees to report to their supervisors safety hazards known to them and the Employer will investigate the situation and take appropriate action.

- (b) All employees will receive information and instruction on required legislated training and any other training deemed necessary by the Employer in consultation with the Joint Health and Safety Committee.

All education and training for employees will be arranged by the Manager of Occupational Health and Safety in consultation with the Joint Health and Safety Committee.

- (c) The Union members of the JHSC 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).

25:08 Disclosure of Information

- (a) Safety Data Sheets (SDS) are provided online through the Chemical Control Center (CCC) website (www.uwindsor.ca/ccc).

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

25:09 No Disciplinary Action

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

25:10 Accident and Incident Investigations

- (a) Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. Incidents involving releases of hazardous substances into the environment must be investigated.

- (b) The Employer shall immediately notify the Ministry of Labour of all critical injuries.

- (c) The Employer shall immediately notify the Ministry of the Environment of all incidents involving a release of harmful substances into the environment.

- (d) Accident and incidence investigation reports shall conform with information required under the Act.

25:11 Right to Accompany Inspectors

- (a) The appropriate Union JHSC 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 JHSC Representative and to the JHSC.

- (c) The Employer shall give a copy of any replies to such reports or documents to the appropriate Union JHSC Representative and to the JHSC.
- 25:12 Access to the Workplace
The Union will notify the Employer of the attendance of the Unifor-Canada and/or Unifor Local 2458 Health and Safety representative one (1) day in advance of attending to the Employer's premises if asked to attend meetings of JHSC, or for assisting in, inspecting, investigating or monitoring the workplace.
- 25:13 Ergonomics
(a) The Employer will ensure that all efforts will be made to address ergonomic needs on a priority basis and work toward improving the workplace, workstation or tool to fit the employee.

A determination of the need for adjustable chairs with the terms of reference determined by the parties, will be made as the need arises by the Union Health and Safety Representative or their alternate and the Manager of Occupational Health & Safety or designate.
- (b) If an ergonomic assessment determines that a work station needs to be adjusted, such adjustment(s) shall occur.
- 25:14 Working Alone
When an employee expresses a reasonable concern in connection with assignments in locations where they may feel unsafe, the employees will be required to bring their concern forward for review, to the Worker and Employer Representatives.
- 25:15 WSIB
Pending the payment of Workplace Safety and Insurance Board (WSIB) benefits, an employee absent from work due to an injury or illness that may be the subject of the WSIB claim will have their salary continued by the Employer. In the event that a claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to the University.
- 25:16 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 employees' ability to return to work, the employee will meet with the representative from the Occupational Health and Safety Office, the **Labour Relations Manager** or designate, the employee's direct Supervisor and the Union Administrative Committee Member to discuss the employee's return to modified duties. 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.

25:17 Tunnel System and Rooftops

All work performed in the tunnel system between 4:00 pm and 7:00 am Monday to Friday and on weekends will be conducted by a minimum of two (2) employees together. This will apply to the rooftops as well.

ARTICLE 26 – TECHNOLOGICAL CHANGE

- 26:01 For the purposes of this Article, technological change means the introduction or addition of equipment, machine or instruments or the modification thereof which has an impact on the operations of a department.
- 26:02 (a) Any technological change made which has the effect of reducing the hours of operation, eliminating a job, job classification or position, creates a lay-off, or results in a demotion for one or more employee(s) shall be discussed with the Union two (2) months prior to the implementation of the technological change.
- (b) The Employer shall provide the Union with the following:
- (i) the nature of the technological change;
 - (ii) the date on which the Employer proposes to implement the technological change;

- (iii) the approximate number, names, and positions likely to be affected by the technological change;
 - (iv) the effect that the technological change may have on the employee's terms and conditions of employment; and
 - (v) to the extent available, information will be provided about the number of new positions/classifications to be created as a result of the technological change.
- (c) The parties agree that introduction of new software is not considered technological change. With the introduction of new software, training will be provided to the affected employee(s).

26:03 Where new or greater skills are required than are already possessed by the affected employee(s) under the present methods of operation, such employee(s) shall be given a period of training, during which they may perfect or acquire the skills necessitated by the new method of operation.

26:04 The Employer will assume the cost of training and defray the costs of out-of-town travel for such training in accordance with the University's existing travel policy. There shall be no reduction in wage or salary rates during the training period of any such employee(s). Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

26:05 Should ECC be affected by climate mitigation measures, the Employer will not lay off, reduce or eliminate any employees. The Employer will ensure the continuation and current staffing levels and provide proper training to all the members of the bargaining unit to ensure they are capable of working with new power generating and HVAC equipment that may be needed.

26:06 Employee(s) with one (1) or more years of continuous service who are subject to layoff or demotion under conditions referred to above, will be given notice of the impending change in employment at the earliest reasonable time in accordance with the provisions of Article 7.

ARTICLE 27 - PROTECTION OF INTERESTS

27:01 It is the declared intention of the parties hereto to provide for the job security of the employees covered by the term of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Windsor in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. In consideration thereof, the parties hereto agree as follows:

- (a) The Employer agrees there will be no contracting out, **outsourcing or elimination** of any bargaining unit work to the extent that no bargaining unit employee who was employed by the Employer before **August 31, 2025** and has completed their probationary period, shall be laid off by reason of the Employer contracting out

the work being performed by such employee at the time of the contracting out, **outsourcing or elimination.**

- (b) No job currently performed by a bargaining unit member will be reclassified as a non-bargaining unit job or as another Union's job as a direct or indirect result of a technological change.
- 27:02 (a) The parties recognize, in accordance with past practice, that the primary onus assuring the safe and efficient operation of the heating, air conditioning, ventilation co-generation and related equipment of the University rests upon the Operating Engineers and Refrigeration Mechanics and agree that the certified Engineers and Refrigeration Mechanics shall continue, to the extent determined by past practice, to perform maintenance and repair of such equipment; provided, however, that outside contractors and other employees of the University will, from time to time, be used to perform maintenance and repair of such equipment and the Operating Engineers and Refrigeration Mechanics will work co-operatively with such persons for such purpose. It is further agreed that the use of such outside contractors and other employees of the University in the performance of such work shall not be carried on to the extent that it causes a reduction of the normal work week of employees covered by this Agreement.
- (b) (i) Every time an outside contractor is utilized by the Employer to retrofit or modify the operation of the heating and cooling, ventilation or co-generation of building(s) and/or related equipment of the University, the employee assigned to that building(s) will be notified as soon as possible of the type of work that is or will be performed by the outside contractor.
- (ii) The Employer recognizes that the employees from the Powerhouse need to be informed of the status of projects. In this regard, the Employer will:
- Provide regular updates on the progress of the project and the requirement for our assistance during periods of transition.
 - Provide appropriate functional training in cooperation with either the contractor or the equipment manufacturer.
 - In the event of a trouble call(s) the 2nd Class Shift Engineer should receive all information as to the nature of the call and the remedy involved, to the extent that the University is aware of the call.
 - In the event a contractor is being brought in to service a trouble call, the bargaining unit members can assist the contractor.
- (iii) Warranty and service contracts will not be crafted to exclude bargaining unit members from performing their normal duties as per **Article 27.02 (a)** above.
- (iv) Further, it is agreed by the parties that all warranties, service contracts and manuals for the related retrofits and modifications will be shared with the Union.
- (c) No outside contractors will be allowed to work under the license of a bargaining unit member.
- 27:03 The supervisory personnel of the University shall not as a matter of regular practice undertake work ordinarily performed by members of the bargaining unit except in the

case of emergencies or for the purpose of giving instructions.

27:04

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

SCHEDULE "A" - BASE HOURLY WAGE RATES

Classification	Current	September 1, 2022 2% increase	March 1, 2023 1% increase	September 1, 2023 2% increase	September 1, 2024 3% increase
2nd Class Shift Engineer	\$42.16	\$43.00	\$43.43	\$44.30	\$45.63
3rd Class Maintenance Engineer	\$39.34	\$40.13	\$40.53	\$41.34	\$42.58
3rd Class Assistant Engineer	\$39.34	\$40.13	\$40.53	\$41.34	\$42.58
4th Class Helper	\$28.55	\$29.12	\$29.41	\$30.00	\$30.90
Refrigeration Mechanic	\$39.34	\$41.13	\$40.53	\$41.34	\$42.58
2nd Class Lead Hand/Assistant Chief	\$42.16	\$43.00	\$43.43	\$44.30	\$45.63

LETTER OF COMMITMENT

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

- 300 Ouellette
- Residence Hall West

In respect of the new Tilbury Residence, the parties shall meet to discuss the opportunities for employees to perform the work required once the Operating Agreement is executed.

LETTER OF UNDERSTANDING #1 RE: EMPLOYMENT EQUITY

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

LETTER OF UNDERSTANDING #2 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 #3 RE: EI PREMIUM REDUCTION PROGRAM

Each current member that paid into the EI Premium Reduction Program **for the period of June 3, 2019 to August 25, 2022** will receive an equal share of one-hundred and **seventy** dollars and **eighty-seven** cents (**\$170.87**) within fifteen (15) days of ratification by the parties.

LETTER OF UNDERSTANDING #4 RE: GOLF CARTS

The Employer will provide the bargaining unit with a golf cart.

LETTER OF UNDERSTANDING #5 RE: "2nd CLASS LEAD HAND"

The Parties in anticipation of the retirement of the Assistant Chief Engineer acknowledged that the power plant at the University of Windsor is registered as a first class power plant. Recognizing this importance, the Parties during negotiations in 2010 discussed the priority of ensuring that compliance with the Operating Engineers Act and TSSA requirements continued and that safety issues were addressed.

It was agreed that the following provisions would be implemented upon the date of retirement of the

current Assistant Chief Engineer and would ensure that individuals, at all times, were identified as holding the responsibility to ensure the safe operations of the plant.

A 3rd class Maintenance Engineer would be reclassified as a “2nd Class Lead Hand” and the position of the Shift Operator would be reclassified as a “2nd Class Shift Engineer”.

It is further agreed that, in the absence of the Chief Operating Engineer, the 2nd Class Shift Engineer would assume all duties to ensure the safe operation of the power plant. The 2nd Class Lead Hand would satisfy the requirements of TSSA which requires a person other than the Shift Engineer identified as an Acting Chief. The 2nd Class Lead Hand and the 2nd Class Shift Engineer would work in cooperation to ensure the safe operation of the power plant and that of the campus auxiliary equipment.

It is further agreed that both the Chief Operating Engineer and the 2nd Class Lead Hand would alternate vacations. The scheduling of vacations for 2nd Class Shift Engineer would continue as per the Collective Agreement.

When the Employer determines the Chief Operating Engineer is unavailable (ex. sick, vacation) the 2nd Class Shift Engineer on shift and the 2nd Class Lead Hand shall receive an additional \$2.00 per hour. It is further agreed that, when the 2nd Class Lead Hand is unavailable, the most senior employee available in the 3rd Class Maintenance Engineer classification would assume the duties of the 2nd Class Lead Hand.

LETTER OF UNDERSTANDING #6 RE: EMPLOYEE TRAINING

The parties agree to establish a Joint Training Committee composed of four (4) members, two representing the University of Windsor and two (2) employees representing the Union. The purpose of the committee is to enhance employees’ current skill sets at the University and to provide employees with the skills to facilitate progression.

The Joint Training Committee (JTC) shall function to make recommendations, by consensus, to the Union and Vice-President, Human Resources. The JTC shall meet on a quarterly basis during regular scheduled hours unless otherwise agreed by both parties. The purpose of the JTC is the following:

- To develop a training plan outlining timelines and skill sets to be developed;
- To advise on appropriate training standards;
- To identify resources and/or equipment to facilitate training;
- To identify other training needs identified by the parties;
- To offer constructive suggestions to the improvement of training on the job;
- To develop training reports and to monitor the overall progress of each training initiative.

In addition, all employees shall be given access to manuals and systems drawings.

Employees will be paid their regularly hourly rate for time spent in such training.

LETTER OF UNDERSTANDING #7 RE: UNION HOUSE

The Employer agrees that should the current “Union House” no longer be available, the alternate Union space will not be located within the E.C.C.

LETTER OF UNDERSTANDING #8 RE: ELECTRIC VEHICLES

The Employer agrees that when it is feasible and economical, it shall convert the existing ECC fleet vehicles that are fueled by fossil fuel to electric vehicles.

LETTER OF UNDERSTANDING #9 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.

LETTER OF UNDERSTANDING #10 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 # 11 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 #12 RE: PENSION FUNDING POLICY AND CONTRIBUTION STABILITY IN RESPECT OF THE UNIVERSITY OF WINDSOR EMPLOYEES' RETIREMENT PLAN ("PLAN")

1. The Parties, through the Unifor University of Windsor Joint Pension Committee (the "JPC") agree to develop a pension funding policy that will apply to the members, former members, retired members and survivors who are or were represented by Unifor under Plan (the "Unifor Members"). The purpose of the pension funding policy is to improve the Plan as it relates to the Unifor Members. The funding policy is to address any building of reserves and the management of deficits and excess assets, with the goals of maintaining contribution stability, long-term sustainability of the Plan, intergenerational equity amongst Unifor members, and when and as affordable, providing benefit improvements including access to early retirement pensions on a subsidized basis, and will address, among other matters as may be agreed:
 - The minimum funded status of the Plan on a solvency, going concern (including provision for adverse deviation) and hypothetical wind-up basis that is required to be maintained both before and after the funding policy would provide that the Plan could be amended to provide a benefit improvement;
 - Other terms and conditions required to be satisfied before amendments to the Plan to provide benefit improvements;
 - The frequency and content of actuarial reporting on the financial status of the Plan; and
 - The role of the JPC.
2. The proposed effective date of the pension funding policy is July 1, 2023 and will provide that it may be amended by Unifor and the University. Once established, the pension funding policy will be incorporated by reference into the Plan text.
- 3.- The parties agree to meet no later than thirty (30) days from ratification. The terms of the funding policy must be settled by December 31, 2022, which deadline may be extended by mutual agreement of the parties.
4. Subject to the development of excess surplus and provided that all contributions to the Plan must be eligible contributions under the Income Tax Act, and the terms of the pension funding policy, the aggregate contributions to the Plan in respect of the Unifor members (inclusive of current service contributions, administrative expenses, provisions for adverse deviation, and special payments required by the Pension Benefits Act) shall be maintained at a minimum blended rate of 14% of pensionable earnings. The minimum blended rate will be implemented as soon as practicable after the date on which the next actuarial valuation for the Plan is filed with the pension regulator.
5. The aggregate contribution to the Plan referenced in paragraph 4 shall be split equally between the University and active Unifor Members using a blended rate that maintains an equitable relationship between contributions and benefits.
6. Should a dispute arise in the application of the pension funding policy the issue shall be brought before an arbitrator versed in pension law.
7. The parties agree to form the (JPC). The JPC shall consist of one (1) member from each Unifor bargaining unit selected by each respective membership with an equal number of representatives selected by the University of Windsor. The JPC shall not exceed eight (8)

members, four (4) from each party. Advisors to each party (i.e., Unifor National and Local representatives, the actuaries of the Plan, legal counsel, etc.) may attend JPC meetings. The advisors shall have a voice but no vote. The JPC shall meet a minimum of once per year, with the date to be mutually agreed to by the parties.

8. The parties agree to develop Terms of Reference for the JPC. The parties acknowledge that maintaining both the JPC and the Unifor Pension Advisory Committee (“PAC”) is duplicative, and the parties commit to streamline the governance of the Plan with the intention to merge the JPC and the PAC by August 31, 2025. Until such time, meetings of the JPC and the PAC may be combined for efficiency.
9. The parties acknowledge and agree that the Joint Union Pension Negotiating Committee reference in the Collective Agreement is not operative.


LETTER OF UNDERSTANDING # 13 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.

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

UNIVERSITY OF WINDSOR



President



Interim Vice-President - Equity, Diversity and Inclusion




Labour Relations Manager

Unifor Local 2458 Engineers

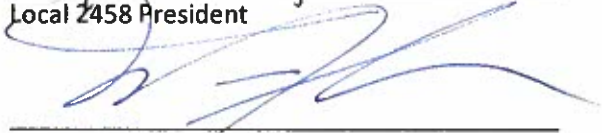




Bargaining Committee Members



Local 2458 President



National Representative