

RATIFICATION DOCUMENT

BETWEEN

THE UNIVERSITY OF WINDSOR

AND

CUPE LOCAL 1393

**JUNE 23, 2016**

**ARTICLE 4 — DISCRIMINATION AND HARASSMENT FREE WORKPLACE**

4:01(a) DISCRIMINATION:

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

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

4:01(b) HARASSMENT is a form of discrimination and is defined as:

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

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

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

4:01(c) SEXUAL HARASSMENT

Whereas 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.

The parties are committed to a campus free of sexual harassment. "Sexual Harassment" includes, but is not limited to:

1. any unwanted sexual attention or behaviour by a person who knows or ought
reasonably to know that such attention is unwanted; or
2. any implied or expressed promise of reward for complying with a sexually oriented
request; or
3. 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
4. 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
5. the communication or display of material with a focus on sexuality or sexual identity
which has the effect or purpose of creating a hostile or intimidating working or educational environment.

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

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

1. report the complaint to a University representative and seek assistance in addressing the issue; or
2. report the complaint to a Union representative and seek assistance in addressing the issue which may include initiating a grievance under Article 11.

4:01(e) Investigative Training

The Union shall appoint three (3) members who will conduct investigations on behalf of the Union. The Union and Employer representatives will participate in harassment training. ~~within ninety (90) days of ratification.~~ All costs of such training shall be incurred by the Employer.

4:01(f) REVIEW/INVESTIGATION OF COMPLAINTS

Review of Complaint

Upon receipt of a complaint, the Supervisor or Union representative will inform the Employee Relations Manager within five (5) working days. The Employee Relations Manager or her/his designate and a Union Committee representative will jointly interview the complainant within five (5) working days of the Employee Relations Manager being notified to determine whether or not the allegation of harassment or discrimination **meets the definition in Article 4:01(a), (b), or (c)** ~~founded~~. If the review determines that the allegation **does not meet the definition in Article 4:01(a), (b), or (c)** ~~is unsubstantiated~~, the complainant will be advised that no further action is necessary. If the parties disagree, the complaint will move forward to the investigation stage.

~~Investigation Of Complaint~~

~~If the initial review indicates that the allegation of harassment or discrimination warrants a investigation, the Employee Relations Manager or her/his designate and a Union Committee representative will jointly interview the respondent, witnesses, and other persons named in the complaint.~~

4:01**(g)** **Investigation - Informal**

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

 **Investigation - Formal**

**Should a formal complaint investigation be required by both parties an interview of the respondent, witnesses, and other persons named in the complaint will be conducted. The investigation process will not exceed twenty (20) working days, which can be extended with mutual agreement.** A written report will be prepared by the Employee Relations Manager or ~~her/his~~ designate, copied to the Union Committee representative within fifteen (15) **working** days of the **completion of the** investigation. Such report shall include: the background of the case, including the allegations; the response; and the steps taken to resolve the complaint. A copy of the findings shall be sent to the complainant and the respondent.

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

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

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

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

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

4:01**(j**) The parties agree that there will be no discrimination consistent with the provisions of the Ontario Human Rights Code.

**ARTICLE 10 PROMOTIONS, STAFF CHANGES AND JOB POSTINGS**

10:01(a) When a vacancy occurs including any temporary vacancies that exceed sixty (60) calendar days, or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on ~~all bulletin boards herein provided for,~~ **the Human Resources website** for a minimum of seven (7) working days. The posting of new jobs and vacancies shall be limited to such first two (2) new jobs or first vacancies and none other. The employee shall **submit their application electronically** ~~apply in writing~~ to the Department of Human Resources **including a resume and cover letter.** Such posting shall contain the following information: Position title, classification, primary job responsibility, Department or Shop name, qualifications, shift, and rate as per Schedule "A" of the within Contractual Agreement. When equivalencies exist in relation to posted essential qualifications, such equivalency shall be included in the posting. Equivalency may include, but is not limited to, any combination of education, experience and/or vocationally related training. If an employee is not successful in attaining the posted position the Employer must give written notice of such fact to the employee involved and the Union as quickly as possible. The President of the Local shall be given reasons for rejection of applicants upon request. Should additional information be necessary, upon written request, a meeting will be held with the Employee Relations Manager or his/her designate and a union representative to review the Interview Comment form used during the interview process, tests and any test results.

**ARTICLE 10 — PROMOTIONS, STAFF CHANGES AND JOB POSTINGS**

10:02(b) Employees applying for positions in the Tradesperson's classifications, shall be required, as a condition of their attainment of such positions, to be in possession of the specific trade's certificate of Qualification as awarded by the Ontario **College of Trades.** ~~Department of Labour or Ministry of Education certificate~~**.** Subject to the foregoing, the Employer shall select the Tradesperson having the longest seniority in the employment of the Employer.

**10:02(c) Employees applying for a Lead Hand position in the Tradesperson’s Lead Hand classification shall be required, as a condition of their attainment of such positions, to meet the qualifications of the position and to be in possession of the specific trade’s Certificate of Qualification as awarded by the Ontario College of Trades. Subject to the foregoing, the Employer shall select the Tradesperson having the longest seniority in the employment of the Employer.**

**SIDE LETTER RE: 10:02(c)**

**NEW:**

**Only those current employees in the Electrician classification as of June 8, 2016 who possess a valid 442A Certificate of Qualification will be deemed equivalent to the 309A Certificate of Qualification for the purposes of the Lead Hand Electrician position posting only.**

**ARTICLE 14 - HOURS OF WORK**

14:05(a) Employees shall be paid two (2) times their regular straight time salaried rate for all hours worked in excess of the regular daily hours in one day; two (2) times their regular straight time salaried rate for all hours worked in excess of a regular work week in one (1) week; two (2) times their regular straight time salaried rate for all hours worked on their first regularly scheduled day off; two (2) times their regular straight time salaried rate for all hours worked on their second regularly scheduled day off. Employees who are required to work two (2) hours or less of overtime at the conclusion of their regularly scheduled shift shall be permitted a fifteen (15) minute paid rest period at the conclusion of their regularly scheduled shift. Employees who are required to work nine (9) hours or more shall be entitled to receive a meal, hot where possible, not to exceed ~~nine~~ **ten** dollars ~~($9.00~~ **$10.00**), at the expense of the Employer on paid time. It is understood that all overtime must be pre-approved by the Manager/Supervisor except in the case of an emergency. All overtime will be voluntary, save and except that in the event there are insufficient volunteers who are willing and/or able to work the required overtime, the Employer will assign such work to the Local 1393 employees who would normally perform the task and who are legally able to work the required overtime hours, in accordance with the hours of work provisions of the Employment Standards Act, in reverse order of seniority.

**SIDE LETTER RE: 14:06 (a)**

**NEW:**

**The University commits to ensuring that the information provided to Campus Police provides the order in which employees are to be called. Where two (2) employees have equivalent overtime hours the senior employee shall receive the offer of overtime hours first.**

**ARTICLE 18 — LEAVES OF ABSENCE**

18:04 Bereavement Leave

A leave of absence without loss of pay not to exceed five (5) normally scheduled days of work during the period commencing with the death will be granted to an employee as a bereavement leave in the event of the death of the legal or common-law spouse, son or daughter, stepchild or child in legal guardianship **or parent**. A leave of absence without loss of pay not to exceed three (3) normally scheduled days of work during the period commencing with the death and ending with the second (2nd) calendar day after the funeral will be granted to an employee as a bereavement leave in the event of the death of the ~~mother, father~~, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother, stepfather, grandchild, grandparent or grandparent-in-law. A leave of absence of three (3) days without loss of pay to be taken between date of death and date of burial shall be granted to an employee who has the sole responsibility of making the usual funeral arrangements in connection with the death of the grandparents of the employee or the employee's legal spouse. The time limits may be extended by the Department Head for extenuating circumstances.

**ARTICLE 22 - BENEFITS**

22:01 The Employer agrees to pay on behalf of all Employees and his/her eligible dependants covered by this Agreement one hundred percent (100%) of the subscriber rate as may be applicable in the Ontario Health Insurance Plan. The Employer agrees to pay on behalf of all employees and his/her eligible dependants covered by this Agreement one hundred percent (100%) of the subscriber rate as may be applicable in the Green Shield Supplemental Plan and the Green Shield Number 3 Prescription Plan at a ~~$2.00~~ **$3.00** co-pay (Generic substitution shall be a feature of the Drug Plan), Green Shield E.H.B. Plan T4, (which shall include eligibility for an annual PSA test, CA 125 test, massage therapy to a maximum of $800.00 per annum, Audio hearing tests to a maximum of $75 over five (5) years **and hearing aid coverage at $1,000.00 every five (5) years.** Chiropractic to a maximum of $600.00 per annum, Physiotherapy to a maximum of ~~$800.00~~ **$900.00** per annum, Private Room Coverage to a maximum of $5,000.00 per annum), **Private Duty Nurse to a maximum of $20,000 per annum,** Green Shield Dental Plan 15 at current O.D.A. rates ($3,500.00 lifetime Orthodontist maximum) (Regular dental check-ups to occur once every nine months) (Major Restorative 80%), Green Shield Vision Care Plan ($400.00/24 months plus one eye exam/12 months.) and a Green Shield Medex Card. The parties agree to continue to investigate drug formularies which will remove certain over-the-counter drugs from the drug program. The parties further agree to the implementation of the plan as established by the Committee, provided said plan has been unanimously agreed upon by the Committee. The Employer may tender the exact specifications of the Green Shield Supplemental Plan and the Green Shield Number 3 Prescription Plan, Green Shield E.H.B. Plan T4, Green Shield Dental Plan 15, Green Shield Vision Care Plan and a Green Shield Medex Card and accept the lowest tender meeting the said specifications. •The Employer agrees to continue to pay one hundred percent (100%) of the subscriber rate applicable to the above mentioned plans until a new plan(s) shall come into effect. Thereafter, the Employer agrees to pay, in lieu of and instead of the above, one hundred percent (100%) of the subscriber rate applicable to the plan(s) accepted as a result of the tendering process. The specifications shall not be tendered until the University and the Union have agreed on the specifications.

**ARTICLE 22 - BENEFITS**

22:08(c) Retiree Benefits — Retirees will be permitted to retain email access, Leddy Library, and St. Denis, **and Dennis Fairall Fieldhouse** privileges. **This does not include the Forge Fitness Centre.**

23:01 (For all Members excepting the Maintenance Department)

The Employer will provide laboratory coats, safety glasses, gloves and aprons where necessary. For persons employed in the Faculty of Human Kinetics, the Centre for Flexible Learning, and at the Help Desk in ITServices the Employer agrees to make available rainwear and rubber boots as required. Further, the Employer agrees to provide such safety equipment including prescription safety glasses, as may be necessary in the opinion of the Occupational Health & Safety Manager for the University such that members of the Bargaining Unit can perform their work in a safe manner.

The Employer agrees to pay a maximum of two hundred **twenty-five** dollars (~~$200~~). **($225)** for the purchase of one (1) pair of safety boots/shoes per year, each and every year (April 1 - March 31) upon the presentation of an authorized receipt towards the purchase of such safety shoes for Bargaining Unit Employees designated by the University Occupational Health & Safety Manager.

(For Trades positions in the Maintenance Department Only)

The Employer agrees to provide members of the Bargaining Unit with coveralls, safety rubber boots, rainwear and gloves whenever necessary.

The Employer shall provide a maximum of two hundred **twenty-five** dollars (~~$200~~) **($225)** per year reimbursement for the purchase of safety boots/shoes (upon presentation of an authorized receipt) for each and every year (April 1 - March 31), for all members in the Maintenance Department designated by the University Occupational Health & Safety Manager.

**ARTICLE 24-General Conditions**

24:10(b) (For all members excepting the Maintenance Department)

The parties are agreed to the following procedure as well as the JJEC Terms of Reference:

(1) The parties agree to use the Hay Job Evaluation System to evaluate all jobs;

(2) The Joint Job Evaluation Committee (AEC) shall consist of six members appointed by the Union, and six members appointed by the University. The committee understands and agrees to remain free from bias or conflict of interest. The JJEC understands that its sole role is to evaluate positions presented to it;

(3) Those members of the JJEC shall be granted a leave of absence with pay at their current rate and without loss of seniority for periods of time spent on committee business including training. These members will continue to have all rights and privileges of the Collective Agreement to which the employee would normally be entitled.

(4) Members of the JJEC will be trained in the Hay Job Evaluation System with the appropriate time off with pay and without loss of seniority.

(5) The documented Terms of Reference established by the parties may be modified periodically as deemed necessary by mutual agreement of the parties provided they meet the intent of the job evaluation process.

(6) A mutually agreed upon standard form for application for evaluation shall be used by all employees included in this bargaining unit or the Department Head/Manager requesting an evaluation of a position. The Summary of Changes (standard form) shall be submitted to the Employee Relations Manager or his/her designate. The request will not be considered complete until the Summary of Changes is received.

(7) The JJEC shall evaluate all jobs based on the information contained in the job description as approved by the Department Head/Manager and Human Resources as reviewed and submitted by the incumbent. The Summary of Changes (standard form for existing positions), the previous job description as well as information provided during an interview with the incumbent and his/her Department Head/Manager. When mutually agreed by the JJEC to be necessary for evaluation purposes, the committee may conduct a work site tour to gather additional information relative to the evaluation of the job.

(8) Incumbents and/or his/her Department Head/Manager and/or the union may appeal a job evaluation within ten (10) working days once per evaluation. However, consensus decisions of the JJEC shall be final and non-grievable.

(9) In circumstances where the committee cannot come to consensus, the Administrative Support Person shall convene a meeting of the alternate JJEC members, two from management and two from the union, who did not participate in the initial evaluation and who shall have no committee notes or information from the initial evaluation.

In the event the second JJEC is unable to reach consensus, ~~the co chairpersons or designates of the committee shall request within ten (10) working days that the matter in dispute be referred to Advisors (one appointed from the union and one appointed from the employer) who are knowledgeable in the JJE process. These Advisors will meet with the co-chairpersons to discuss the dispute. The parties shall ensure the Advisors have all resources and official notes of the JJEC meetings made available to them at that time. The Advisors will then meet in an attempt to reach a final and binding decision. Should the Advisors be unable to reach a decision they shall notify in writing the union and~~~~,~~ ~~the Employer of this fact within fifteen (15) working days.~~

~~E~~**e**ither party may by written notice to the other party refer to arbitration any dispute as to the final point evaluation of a particular job subject to the Arbitrator being knowledgeable and trained in Job Evaluation.

(10) The Employer has the right to write new job descriptions or revise existing job descriptions further to its right to direct the workforce.

(11) In the event of a newly created job description, the JJEC shall evaluate the job to determine its appropriate point value before the position is posted. The job shall be re-evaluated no later than one year after its implementation subject to the Terms of Reference to ensure the evaluation's accuracy. In situations where the JJEC is not available, the Department of Human Resources shall render a tentative classification.

(12) The negotiated point bands shall be set out in Schedule "N'.

(13) Not more than once in any twelve (12) month period, a Summary of Changes (standard form) may be submitted to the Employee Relations Manager or his/her designate. The Employee Relations Manager or his/her designate will conduct a review of the job duties to determine if the job duties have changed sufficiently. If it has been determined that sufficient change does not exist, the Union President will be notified and may request a meeting with the Employee Relations Manager for review. Following this review, if they fail to reach an agreement, the Employee Relations Manager or his/her designate shall convene a meeting of the JJEC to re-evaluate the job subject to the Terms of Reference.

Where an Employee has been directed to repeatedly perform duties not included within the existing job description, such Employee may petition the Department Head/Manager to revise their job description to include such duties in the job description. Failing agreement to include such duties that the Employee has been directed to repeatedly perform but which are being refused to be included into the official job description, the Employee shall have access to the grievance procedure.

(14) Position descriptions shall, in no instance, exceed four (4) double-spaced pages.

(15) It is further agreed that any salary changes which may be necessitated by reason of upward re-evaluation shall be retroactive to the date of the Summary of Changes-Standard Form. In the event of a workplace re-organization, or a newly created job description, the evaluation shall be retroactive to the date on which the duties were assumed by the incumbent. There will be no retroactive pay if the evaluation and appeal is completed within ninety (90) calendar days from the date of application. If the evaluation and appeal is not completed within the ninety (90) calendar days, any upward salary change will be retroactive to the date of the Summary of Changes-Standard Form.

(16) If the re-evaluation results in a reduction of the job classification, the reduction to the new classification will not affect the present incumbent.

(17) To ensure that job descriptions remain current, they shall be reviewed every five (5) years by the incumbent and Department Head/Manager for accuracy. Should the job description be rewritten it will be brought to the JJEC as per article 24:10(b) (13).

(18) In all cases, the Union shall receive copies of the final Job Descriptions and their evaluations.

(19) Nothing in this clause abrogates the rights provided for under the Pay Equity Act. The parties recognize that instances may arise where sufficient changes in a job have not occurred but an employee and/or the Department Head/Manager is of the opinion that a re-evaluation is warranted. Such request for re-evaluation must include the following:

(a) a written rationale for the request describing the basis for the proposed review;

(b) justification based on the Hay Job Evaluation criteria of know-how, problem solving and accountability, as compared to similar positions.

Such requests will be reviewed per 24:10(b) (13).

In the event the designated representatives do not reach consensus, the request will be forwarded to the JJEC who will then determine if the job evaluation request is warranted.

24:16 A Plumber, Painter, Mason, Electrician, or Carpenter as set forth in Schedule "A" hereof or a Welder shall be required to have a valid certificate of qualification for the applicable trade as determined by the **Ontario College of Trades~~.~~** ~~Province of Ontario~~

24:19 (For Trades positions in the Maintenance Department Only)

The Employer and the union will review and update as necessary or at a minimum once during the life of the collective agreement the job descriptions of the trades positions, bearing in mind the need to be certified by the **Ontario College of Trades** ~~Province~~ to work at the University of Windsor as a Plumber, Carpenter, Mason, Painter, Electrician or Welder. Any revisions to the above descriptions shall be within the scope and jurisdiction of the particular trade and should not result in deskilling of the above trades.

The parties agree to continue the practice that when certified C.U.P.E., Local 1393 members perform the duties of welding, they shall receive the wage rate equivalent to that of an Electrician as provided for in Schedule "A" of the within Collective Agreement

**ARTICLE 27- TERM OF AGREEMENT**

27:01 This Agreement shall be binding and remain in effect from the date of signing to the 31st day of March, ~~2016~~ **2019** and shall continue from year to year thereafter, unless either the Union and/or the Employer being desirous of changes or amendments hereto shall, not more than ninety (90) days but not less than thirty (30) days prior to the 31st day of March, ~~2016~~ **2019,** submit to the other party a notice in writing setting forth its desire to amend or terminate the Agreement. Within twenty (20) days of receipt of such notice by one party, the other party shall enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

**ARTICLE 28- COST OF LIVING ALLOWANCE**

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

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

The base Consumer Price Index shall be the Consumer Price Index for June ~~2013~~ **2016.** The first (1st) cost of living adjustment will be based on the Consumer Price Index of August ~~2012~~ **2015** and each three (3) months thereafter compared to the base Consumer Price Index for June ~~2013~~ **2016.**

Cost of living adjustments shall be made on the pays of the following dates: October 15, ~~2013~~ **2016;** January 15, .~~2014~~ **2017;** April 15, ~~2014~~ **2017;** and each three (3) months thereafter.

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 June, ~~2013~~ **2016** provide a basis for further reduction in the basic rates as set forth in Schedule "A" of the within Agreement.

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

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

As of June 30, ~~2013~~ **2016**, the cost of living rate adjustment 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, ~~2013~~ **2016**

Upon creation of new base rates as provided in the preceding paragraph, a new base Consumer Price Index shall be established and shall be calculated as being the Consumer Price Index for February ~~2014~~ **2016**, minus 2.5 points.

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

Re: **LETTER OF UNDERSTANDING RE: 5:07**

The University will provide a list of all positions not belonging to another bargaining unit on a monthly basis outlining the hours worked in each pay period in the related department. Such list will include a consistent indirect identifier for each employee.

Re: **LETTER OF UNDERSTANDING RE: ARTICLE 8:08**

The Parties agree that workplace issues may arise requiring the assistance of a union representative outside of the normally designated time allotted to the President. It is agreed that when possible, every effort shall be made by the President of the Local to refer such issues to those other representatives. It is agreed that when dealing with such workplace issues, the said Union representative shall suffer no loss of salary

Re: **LETTER OF INTENT RE: APPRENTICE OVERTIME (14:06)**

From time to time, the University has taken advantage of programs of the government to take on apprentices in trades areas. Among the issues of concern is the assignment of overtime to persons holding these positions. The following outlines the intention of the University and Local 1393 regarding overtime.

• Generally, there is no preclusion to utilizing an apprentice on overtime, but there is no guarantee to equalization of overtime with the certified trades covered under Clause 14:06.

• Under normal circumstances, the apprentice can only be asked to work overtime for tasks that they are competently trained after all persons in that trade have been asked and turned down the work.
Depending on the circumstances, the supervisor may be required to be in attendance at the work site.

• Recognizing that some "emergency work" is done on off hours, the University will endeavor to schedule the apprentice in a support role with other trades personnel when applicable.

• Recognizing that an apprentice is expected to be exposed to a wide range of experiences within the trades, scheduled overtime to perform work that is not or cannot be performed during normal work hours should include the apprentice when applicable.

**SIDE LETTER RE: 14:06(a)**

*Not to form part of the collective agreement.*

**NEW:**

**The University commits to ensuring that the information provided to Campus Police provides the order in which employees are to be called. Where two employees have equivalent overtime hours the senior employee shall receive the offer of overtime hours first.**

**Re:** **LETTER OF UNDERSTANDING RE: ARTICLE 17 LONG TERM DISABILITY INSURANCE**

The parties agree that the University of Windsor will not hereafter enter into a contract of disability insurance respecting the Group Long Term Disability benefits for members of C.U.P.E. Local 1393 without prior consent of C.U.P.E. Local 1393.

The parties also agree that the contract of insurance entered into by the University of Windsor with Great West Life Assurance Company meets the requirements of the Collective Agreement, Article 17.

The Union will be notified in writing when an employee has been approved for Long Term Disability

**Re: LETTER OF UNDERSTANDING REGARDING ARTICLE 17:01**

As may be requested from time to time by the President of the Local, the Employee Relations Manager will endeavour to provide, in a timely fashion, appropriate information pertinent to the Long Term Disability Program

**SIDE LETTER RE: ARTICLE 30:01(c)**

**The parties commit to discuss the scheduling concerns related to lieu time for the Residence Life Coordinators within 60 days of ratification.**

**LETTER OF INTENT RE: OUTSTANDING JOB EVALUATION GRIEVANCES**

**During 2016 bargaining the parties discussed the matter of specific outstanding grievances related to Job Evaluation Articles 24 and Terms of Reference Appendix C of the collective agreement. It is the intent of the parties to resolve these outstanding grievances in an expeditious manner.**

**To this end, the parties agree that Arbitrator Gerry Lee will be appointed to work with the parties to establish a process and conduct expeditious hearings of these outstanding grievances. The parties further agree that they will work with Arbitrator Lee’s availability in scheduling dates, on a priority basis.**

**LETTER OF INTENT RE: OUTSTANDING LAY OFF GRIEVANCES ARTICLE 9**

**During 2016 bargaining the parties discussed the matter of specific outstanding grievances related to Article 9 and the Lay Off process. It is the intent of the parties to resolve these outstanding grievances in an expeditious manner.**

**To this end, the parties agree that Arbitrator Bill Kaplan will be appointed to work with the parties to establish a process and conduct expeditious hearings of these outstanding grievances. The parties further agree that they will work with Arbitrator Kaplan’s availability in scheduling dates, on a priority basis.**

**LETTER OF INTENT RE: LONG TERM SALARY-WAGE CONTINUANCE INSURANCE PLAN**

It is agreed by both parties that the University, with regard to L.T.D., will share relevant market data with CUPE Local 1393 concerning the best rate possible for L.T.D.

The University will provide the following documents on an annual basis, unless doing so would be in contravention of any privacy legislation that exists or might exist at the time the information is to be provided:

1. A document containing a summary of LTD Benefit Levels effective on July 1 of each year for all employee groups enrolled in the plan.

2. Great-West Life (or any replacement carrier) Month Statements of Account for Claims and Expenses for Division 199.

3. A document containing the University of Windsor and Great-West Life (or any replacement carrier) LTD Rates effective July 1 of each year for all employee groups enrolled in the plan.

**LETTER OF UNDERSTANDING RE: PAY EQUITY**

The application and maintenance of the Joint Job Evaluation process using the Hay Job Evaluation System as outlined in Article 24:10 constitutes our Pay Equity Plan.

**LETTER OF UNDERSTANDING REGARDING ELECTRONIC PAYSTUBS**

The parties agree to the implementation of electronic paystub statements and that all employees will be provided access to a computer and a printing device in their work area prior to implementation.

**LETTER OF UNDERSTANDING COMMITMENT TO STUDENTS RE: STUDENT EMPLOYMENT**

The parties confirm that students are at the centre of the University of Windsor’s mission and commit to enhancing the student experience by recognizing the importance of student employment. The parties will work together co-operatively to preserve and encourage student employment within the provisions of the collective agreement.

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

**Per the Minutes of Settlement executed on September 30, 2011**

“In consideration of the benefit improvements contained in this collective agreement, the Union agrees that the Employee’s share of the Employment Insurance Premium reduction achieved through Service Canada’s Employment Insurance Premium Reduction program prior to the date on which this Memorandum is executed will be retained by the University of Windsor towards off-setting the costs of the benefits contained in this Agreement. As well, the University and the Union will meet annually, as required by law or regulation, to determine where post-ratification premium reduction funds will be spent.”

**Side Letter: EI Premium Reduction Program:**

**The parties herewith agree that the Employee’s share of the Employment Insurance Premium Reduction program will be dispersed equally amongst the Bargaining Unit members of CUPE Local 1393 within 30 days of ratification of the Agreement which expired on March 31, 2016.**

**LETTER OF UNDERSTANDING RE: EXECUTIVE PROGRAM**

The University agrees to waive the deposit in relation to the Executive and/or Professional Programs offered by the University.

**LETTER OF UNDERSTANDING RE: FLEX HOURS**

During 2010/2011 collective bargaining the parties discussed the fact that the Employer may request employees work flexible hours from time to time to meet the needs of their respective positions. This provision in no way affects the rights of employees set out in Article 14, or any other provision of the Collective Agreement.

**LETTER OF UNDERSTANDING – SUPPORT FOR CUPE 1393 COMPUTER SERVER**

The parties agree that the University of Windsor will provide space, power and a network connection for a stand-alone computer server in Information Technology (I.T.) Services machine room.

The purchase, maintenance and administration of the server and all associated ancillary equipment (server, disk drives, power supply, cabinets, monitor, keyboard, mouse or other pointing device, backup facilities, uninterruptible power supply, etc.) is the responsibility of CUPE 1393. The server will be maintained by a member of CUPE 393 appointed by the Executive of CUPE 1393 and should not be administered during regular working hours.

The University of Windsor agrees that the information contained and distributed by said computer server is strictly confidential to CUPE 1393 members and may not be accessed by other University staff.

CUPE 1393 and the Executive Director of IT Services will determine an appropriate Service Level Agreement. The parties may also enter into any communication, as required, to discuss any issues related to the provision of this service.

CUPE 1393 must adhere to current Acceptable Use Policies, mass e-mail policies, etc. defined for the University.

**LETTER OF UNDERSTANDING RE: TEAM LEADERS**

As a result of the introduction of a number of new employees into the bargaining unit who previously were considered supervisors or managers, it is understood that some of these persons will function as Team Leaders.

1. Team Leaders will have general responsibility for the following duties:

 i) To assist in the direction of employees in their own or other classifications.

 ii) To carry out work of a specialized nature, whether or not such work entails the direction of others.

 iii) To ensure that employees under their direction observe working hours.

 iv) To perform the duties of their classification.

2. Employees functioning as Team Leaders will have these responsibilities considered as part of the job evaluation process.

3. Team Leaders will not have the authority to discipline employees who work under their direction.

In the event one or more of the persons functioning as a Team Leader leaves the employment of the University for any reason and the University decides to fill such position, or if the University decides to increase the number of Team Leaders after the initial appointments are made, such a position will be posted in accordance with the provisions of Article 10 of the Collective Agreement.

 **LETTER OF INTENT: PENSION SUSTAINABILITY**

The parties commit to discussions through the Employees’ Retirement Committee which will explore mutually acceptable methods leading to pension sustainability.

 **LETTER OF UNDERSTANDING RE: PENSION**

During 2010-2011 collective bargaining, the University and the Union had extensive discussion regarding the University of Windsor Employees’ Retirement Plan

Specifically, it is confirmed that:

1. Notwithstanding any working in the collective agreement, the parties acknowledge and confirm that the required employee share of pension contributions is equal with the University share of contributions at all times in accordance with the University of Windsor Employees’ Retirement Plan text. This contribution rate is a requirement for all members of the Plan.

2. The University of Windsor Employees’ Retirement Plan text is incorporated by reference into the collective agreement.

~~The Union grievance 2010-36-HR-10-10 relating to the grievance and currently before Arbitrator Dissanayake is hereby withdrawn by the Union with each party bearing their respective costs thereto.~~

SCHEDULE "A" - BASE MONTHLY SALARIES AND HOURLY RATES
(For all Members excepting the Maintenance Department)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CLASSIFICATION | Current | April 1, 20161.5% | April 1, 20171.25% | April 1, 20181.5% |
| IX | $7,967.32 | **$8,086.83** | **$8,187.92** | **$8,310.74** |
| 700-809 | $52.54 | **$53.33** | **$54.00** | **$54.81** |
| VIII | $7,474.83 | **$7,586.95** | **$7,681.79** | **$7,797.02** |
| 600-699 | $49.29 | **$50.03** | **$50.66** | **$51.42** |
| VII | $7,057,13 | **$7,162.99** | **$7,252.53** | **$7,361.32** |
| 510-599 | $46.53 | **$47.23** | **$47.82** | **$48.54** |
| VI | $6,333,34 | **$6,428.34** | **$6,508.69** | **$6,606.32** |
| 430-509 | $41.76 | **$42.39** | **$42.92** | **$43.56** |
| V | $5,818.25 | **$5,905.52** | **$5,979,34** | **$6,069.03** |
| 360-429 | $38.36 | **$38.94** | **$39.43** | **$40.02** |
| IV | $5,265.47 | **$5,344.45** | **$5,411.26** | **$5,492.43** |
| 300-359 | $34.72 | **$35.24** | **$35.68** | **$36.22** |
| III | $4,669.89 | **$4,739.94** | **$4,799.19** | **$4,871.18** |
| 250-299 | $30.79 | **$31.25** | **$31.64** | **$32.11** |
| II | $4,240.58 | **$4,304.19** | **$4,357.99** | **$4,423.36** |
| 210-249 | $27.96 | **$28.38** | **$28.73** | **$29.16** |
| I | $3,873,60 | **$3,931.70** | **$3,980.85** | **$4,040.56** |
| 180-209 | $25.54 | **$25.92** | **$26.24** | **$26.63** |

SCHEDULE "A" - BASE HOURLY WAGE RATES
(For the Trades positions in the Maintenance Department Only)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CLASSIFICATION | Current | **April 1, 20161.5%** | **April 1, 20171.25%** | **April 1, 20181.5%** |
| Painter | $31.07 | **$31,54** | **$31.93** | **$32.41** |
| Electrician | $35.40 | **$35.93** | **$36.38** | **$36.93** |
| Plumber | $36.36 | **$36.91** | **$37.37** | **$37.93** |
| Mason | $35.56 | **$36.09** | **$36.54** | **$37.09** |
| Carpenter | $33.92 | **$34.43** | **$34.86** | **$35.38** |
| **Lead Hand** | **Trade Rate+** | **Trade Rate +** | **Trade Rate +** | **Trade Rate +** |
| **Tradesperson** | **$1.75/hr** | **$1.75/hr** | **$1.75/hr** | **$1.75/hr** |

~~†The Employer will provide a $0.50 per hour increase to the Carpenter Classification in each year of the collective agreement (included above)~~

The renewal Agreement shall be effective from the 1st day of April, ~~2013~~ **2016** and shall continue in effect until the 31st day of March, ~~2016~~ **2019.**

**Appendix C
Terms of Reference — JJEC**

Purpose

The purpose of the Joint Job Evaluation Committee (JJEC) is to analyze and determine the relative value of work using a methodology free from bias.

Job Evaluation Committee Composition

The committee tasked with evaluating a job shall be comprised of four (4) individuals for the evaluation of a new position, the re-evaluation of an existing position, or an appeal of an evaluation. The composition of the committee shall be as follows:

1. An Administrative Support Person (not a member of the committee) appointed by Human Resources (no vote, non-participatory)
2. Two committee members appointed by the University, one being appointed as a co-chairperson (each having one vote)
3. Two committee members appointed by CUPE 1393, one being appointed as a co-chairperson (each having one vote)

Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.

Role of the Administrative Support Person

The role of the Administrative Support Person is to:

1. Schedule regular meetings of the committee which includes notification of the appropriate supervisors for committee members' attendance
2. The distribution of all committee correspondence to the JJEC members
3. The preparation and distribution of meeting agendas at least forty-eight (48) hours prior to the meeting
4. The preparation and distribution of minutes (as agreed by committee members)
5. The preparation and distribution of committee documents
6. He/She shall officially inform the incumbent, the Department Head/Manager, and the union of the decision of the JJEC via e-mail within three (3) working days of the evaluation.

Role of the Co-chairpersons

The role of the Co-Chairpersons is to ensure that all meetings and the process of JJE is administered consistently and in accordance with the Terms of Reference. The committee shall keep the results confidential until the incumbent and Department Head / Manager and the union are officially notified by the Administrative Support Person.

Trainees

New committee members benefit from attending and observing evaluations in order to understand the job evaluation system. Trainees are subject to the following:

• Trainees must be trained prior to attending an evaluation meeting. Mandatory training of the committee members will occur when required or at least once during the fife of the collective agreement.

• An individual will only be considered a trainee until he/she has attended three (3) evaluation meetings as an observer

• Trainees are permitted to take notes during the evaluation or deliberation, however their notes shall not be utilized as official records of the evaluation

• No more than two trainees from each side may attend an evaluation

Trainees, as observers, will:

• Attend evaluations

• Refrain from speaking or asking questions until the deliberation is complete and a point score has been rendered

• Be identified as trainees by the Co-chairperson(s) at the start of the meeting

Materials

The following documents will be provided by the Administrative Support Person to committee members at least forty-eight (48) hours prior to the evaluation:

1. Approved job description
2. Previous job description
3. Summary of Changes (Standard Form)

Meeting Attendees

The job evaluation meeting shall be attended only by:

1. The Job Evaluation Committee tasked with evaluating the position, and
2. The Administrative Support Person who will act as official note-taker for the meeting
3. The Department Head / Manager(s), together with the incumbent. If the position has multiple incumbents, the incumbents shall designate one spokesperson who currently holds the position to attend. Note: The incumbent will only be involved if he/she has passed his/her probationary period in the position,
4. Trainees if applicable
5. The committee may ask to speak to additional people if it is mutually agreed upon by the Co-Chairperson(s)

JJEC Meetings

For all meetings of the JJEC:

1. The Administrative Support Person or his/her designate will arrange for a meeting of the committee and provide the official documentation
2. Using the relevant documentation, official Hay Tools, and the information provided throughout the evaluation process, the committee will determine the Know How, Accountability, Problem Solving, and Working Conditions of the position. These determinations will be reached by consensus.
3. In the event that the committee determines that a site visit and/or further information is required, the Administrative Support Person will make the appropriate arrangements.

In the event that, following an evaluation, a new position is revised prior to being filled, it will be evaluated again as a new position with different committee members.

Appeals

The purpose of an appeal is to provide an opportunity for the evaluation to be reviewed and reassessed.

For any appeal meeting, the committee will consist of the original co-chairpersons and one member appointed by each party who was not part of the evaluation being appealed.

Human Resources will notify the incumbent, Union and Department Head/Manager(s) when an appeal is registered. A request for appeal must be submitted by the Department Head/Manager(s), Union or incumbent within ten (10) working days from the date on which Human Resources sends out official notification of the evaluation results.

Rotation

An individual committee member shall be permitted to attend up to fifty percent (50%) of the job evaluation meetings per calendar year.

Confidentiality

The documents (including proprietary job evaluation Hay Charts and materials) provided to the committee prior to an evaluation are required to be kept confidential. They may not be provided to anyone who is not on the committee. Discussions within the JJEC meetings shall be kept confidential to the committee.

**Conflict of Interest**

Committee members shall ~~be~~ excuse~~d~~ **themselves** from rating their own job, the position of a direct subordinate, a **relative or spouse, anyone with whom there is an external business or intimate personal relationship,** or any position where the rating of that job may place them in a conflict of interest situation.

**In these cases, an alternate member will perform the evaluation to avoid a conflict of interest.**

Other Notes

• The role of the committee shall be to evaluate positions in accordance with the method and parameters outlined in this document, the Hay Job Evaluation Method Documents, Benchmark Document, and the collective agreement

• The committee shall not be permitted to render any interpretations which directly contradict an item specified in the documents provided (e.g. The committee may not infer that a position requires a Master's Degree when the job description specifies a Bachelor's Degree).

**•** All official notifications regarding an evaluation will come from Human Resources

**HOUSEKEEPING**

**TITLE: HRSDC/ESDC**

The parties agree to replace all instances of “Human Resources Development Canada” and “Human Resources and Skills Development Canada” with “Employment and Social Development Canada”

**Re: Title Change of Secretary**

The parties agree to replace the reference of “Secretary” to “Union Recording Secretary” throughout the collective agreement.

**Re: Title Change CAW**

The parties agree to replace all instances of “CAW” and “National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (C.A.W – Canada)” in the collective agreement with “Unifor”

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