

COLLECTIVE AGREEMENT

- between -

EFFECTIVE JANUARY 1ST, 2022 – DECEMBER 31ST, 2024

LIVINGSTON INTERNATIONAL INC.

- and -



UNIFOR AND IT'S LOCAL 2458

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ARTICLE 1 - PURPOSE

- 1:01 The purpose of this agreement is to establish and maintain satisfactory working conditions, hours of work and wages with respect to employees covered by this agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder, and further to establish satisfactory relations between the employer and the employees.
- 1:02 This agreement sets forth the entire agreement on rates of pay, hours of work and other conditions of employment. Amendments to this agreement may only be made in writing on the agreement of both parties.

ARTICLE 2 - RECOGNITION

- 2:01 The company recognizes the union as the sole and exclusive bargaining agent for all employees of Livingston International Inc., in the city of Windsor, save and except supervisors, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 3 – RELATIONSHIP

3:01 No Discrimination/Harassment

The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

The Employer and Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

Where the term spouse or partner is used in this Agreement, it shall also mean same-sex spouse or partner, including but not limited to pension and benefits.

Workplace Harassment

The employer and Unifor are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. Such comment or conduct includes that of residents, their family and/or friends, or others present at the workplace. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all areas of the facility, and includes areas such as offices, resident areas, grounds, rest rooms, cafeteria, locker, staff room, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, innuendos, gestures or taunting about a persons body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- practical jokes, pushing, shoving, etc., which causes awkwardness or embarrassment;
- posting or circulation of offensive photos or visual materials;
- refusal to work or converse with an employee because of their racial background or gender, etc;
- unwanted physical conduct such as touching, patting, pinching, etc;
- condescension or paternalism which undermines self-respect;
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech nor interfere with normal social relations.

Filing a Complaint

If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it:

- request a stop of the unwanted behaviour;
- inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;
- document the events, complete with times, dates, location, witnesses and details;
- report the incident to the Supervisor/Committee person or other Union representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or representative of management.

Investigation

Upon receipt of the complaint, the Supervisor or Union Committee person or representative contacted will immediately inform the Labour-Management Committee. The Labour-Management Committee will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Administrator/Human Resources Manager and the Union Chairperson.

A formal investigation of the complaint will then begin by the Labour-Management Committee, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include an advocate as named by the complainant.

Resolution

The Labour-Management Committee will then complete a report on the findings of the investigation. The Administrator/Human Resources Manager and the Union Chairperson will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the employer and National Unifor policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 3 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 3 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

Right To Refuse

An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the job. In such case, the complainant advises the supervisor, who in turn advises the Union representative.

The complainant details the complaint in a written statement with the Labour-Management Committee. The Administrator/Human Resources Manager and the Union Chairperson are notified. The Labour-Management Committee then conducts a thorough investigation.

The complainant is re-assigned to a suitable area or sent home without loss of pay until the investigation is begun, unless both Union and Management agree that an extension is necessary.

The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged. All employees share the right to file a complaint with the Ontario Human Rights Commission and to seek redress under the Human Rights Code. All documentation is to be secured in a location agreeable to parties.

Training

In consultation with the National Union, three-day anti-harassment training will be developed for all union representatives and members of management. In addition, the Unifor four-hour anti-harassment training program will be delivered to all employees.

ARTICLE 4 – MANAGEMENT FUNCTIONS

4:01 The Union recognizes and acknowledges that the management of the Company and direction of the working forces are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (c) determine the nature and kind of business conducted by the Company, the methods, and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Company which shall remain solely with the Company;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees. The Company agrees to inform employees of any changes to rules and regulations within a reasonable period of time.
- (e) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

4:02 The Company agrees that these functions will not be exercised in a manner contrary to the provisions of this Collective Agreement.

ARTICLE 5 – NO STRIKE OR LOCKOUT

5:01 The Union and the Employer agree that there will be no strikes or lockouts during the term of this Agreement.

ARTICLE 6 – UNION SECURITY

6:01 The Company agrees to deduct an amount equal to the regular monthly union dues from each employee in the bargaining unit. The amount of the regular monthly union dues shall be those authorized by the union in accordance with the provisions of its By-Laws and Constitution.

6:02 An authorized officer of the Union shall notify the Company of any changes therein and such notification shall be the Company's conclusive authority to make the deductions specified.

6:03 In consideration of the deducting and forwarding of Union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claims or liabilities arising or resulting from the operation of this Article.

6:04 (a) The dues deducted from the pay of the employee together with a record of those who pay deductions have been made shall be remitted by the Company to the Union not later than the 20th day of each month for the month in which they are deducted. The Company will also provide to the Union a list of employees from whose pay no deduction has been made and the reasons therefore.

(b) The Employer will furnish the union, every month, with the names of new employees and their classification, the names of employees who have completed their probationary period and changes in any classifications of employees.

6:05 Union dues deduction will be included on employee T4 slips.

6:06 Employees are free to join or not to join the Union notwithstanding their obligation to pay an amount equal to the regular monthly Union dues.

ARTICLE 7 – NEGOTIATING COMMITTEE

7:01 The Company acknowledges the right of the Union to appoint, elect or otherwise select a negotiating committee of not more than three (3) employees covered by the Collective Agreement for the purposes of negotiating a renewal agreement up to and including conciliation pursuant to notice given under Article 29, Duration.

However, the Company agrees to pay the regular wages for only two (2) members of the bargaining committee for actual hours lost from work as a result of attending negotiating meetings with the Company. In the event the active bargaining unit

membership exceeds a total of fifty (50) employees, the Company will pay the regular wages for a third committee member on the same basis.

ARTICLE 8 – REPRESENTATION

- 8:01 The Union may elect, appoint or otherwise select not more than three (3) Committeepersons from among employees in the bargaining unit who have completed their probationary period, one of whom shall be the Chairperson, for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement.
- 8:02 The Company will recognize a grievance committee which shall not exceed three (3) in number, one of whom shall be the Chairperson.
- 8:03 The Union shall keep the Company notified in writing of the names of the current Committeepersons and members of the grievance committee.
- 8:04 The Employer acknowledges and recognizes the right of the Union to enlarge the Negotiating Committee at any time by the addition of Representatives of Unifor and its Local 2458, who are not members of the bargaining unit when dealing with the Employer.
- 8:05 It is agreed that Committeepersons including members of the grievance committee shall continue to perform their regular duties and responsibilities for the Company and shall not leave their regular duties without having first secured permission from their immediate supervisor. Such permission shall not be unreasonably withheld.
- 8:06 Committeepersons requesting time off for the purposes of servicing grievances under the Collective Agreement shall advise their immediate supervisor of their business and report to such supervisor at the time of their return to work, subject to permission being granted under 8:05. If, in the course of such time off, they visit another section, they shall advise the supervisor of that section of their business.
- 8:07 Any employee shall have reasonable access to his/her personnel file for the purpose of reviewing any formal disciplinary notations or performance reviews or attendance records contained therein, in the presence of his supervisor or designate. An employee has the right to request copies of any such notations or reviews or attendance records in this file. All disciplinary letters shall be removed from the employee's file after twelve (12) months. A verbal reprimand shall not be considered as a disciplinary measure.
- 8:08 An employee who has attained seniority, who is to be discharged or suspended may request the presence of a Union Committeeperson at the disciplinary interview.
The Company will notify the union in writing of any discipline that results in a suspension or termination and the name of the person who has been issued such discipline. All discipline will be held in strict confidentiality by all parties involved.

ARTICLE 9 – GRIEVANCE PROCEDURE

9:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purposes of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

9:02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. If an employee has a complaint he/she or his committeeperson shall discuss it with his immediate supervisor within seven (7) days after the circumstances giving rise to the complaint or have come to the attention of the employee. The supervisor shall give his response to the complaint within seven (7) days and, failing settlement, or failing a response, it may be then taken up as a grievance within seven (7) days following advisement of the immediate supervisor's decision in the following manner and sequence:

Step 1

The employee, with a committeeperson, if requested, may present his/her grievance to his/her immediate supervisor. The grievance shall be in writing on a grievance form approved by the Company and the Union and the union shall include the nature of the grievance, and the remedy sought. Failing settlement, the immediate supervisor shall deliver his decision in writing within seven (7) days following the presentation of the grievance to him/her. Failing settlement:

Step 2

Within seven (7) days after the decision in Step #1, the grievor who shall have the assistance of the union grievance committee may submit the grievance in writing to the Client Service Manager or a designate. A meeting will then be held between the Client Service Manager or designate and members of the union grievance committee. Such meeting shall be held within seven (7) days of submission of the grievance at Step #2, unless extended by written agreement of the parties. It is understood and agreed that a staff representative of the union may be present at such meeting at the request of either party and that the company may also have counsel and assistance as it may desire. The decision of the Client Service Manager or designate shall be delivered in writing within seven (7) days following the date of such meeting.

Step 3

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. The grievance may be referred to arbitration within ten (10) days of receipt of the Step 2 answer.

9:03 It is agreed that a grievance arising directly between the Company and the Union shall be originated under Step 2 and the time limits set out with respect to that Step shall

appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.

9:04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step 2 and the time limits set out with respect to that Step shall appropriately apply.

9:05 **Discipline and Discharge**

A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written settlement of such grievance is lodged with the Company at Step 2 of the grievance procedure within seven (7) days after the date the discharge is affected. An employee discharged without prior notice will be entitled to see his union committee person prior to leaving the facility if circumstances warrant. It is understood, however, that failure to comply with this section will not void the termination.

9:06 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next Step of the foregoing procedure, including arbitration.

9:07 It is understood that a probationary employee may be discharged for any reason satisfactory to the Company and such discharge shall not be subject to the grievance procedure. Such discharge shall not be arbitrary, in bad faith, or in violation of the Human Rights Code.

ARTICLE 10 - ARBITRATION

10:01 The parties agree that any matter submitted to arbitration shall be dealt with by a single arbitrator. The party submitting a grievance to arbitration shall when doing so suggest a list of three (3) suggested arbitrators. The other party may within five (5) regular working days accept one of the names or in turn submit three (3) names of arbitrators. Failing selection of an arbitrator, either party may request the Minister of Labour appoint one.

10:02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10:03 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

10:04 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

Where a single arbitrator is used, the decision of the arbitrator shall be final and binding upon the parties hereto and the employee or employees concerned.

- 10:05 Each of the parties hereto will bear one half (1/2) the cost of the Arbitrator. In the case of an Arbitration Board, each of the parties will bear the costs of their nominee in addition to one half (1/2) the cost of the Arbitrator.
- 10:06 Where there is mutual agreement of the parties to submit any matter to an Arbitration Panel as provided in the foregoing article, it shall make such request in writing addressed to the other party of this agreement, and at the same time appoint a nominee. Within five (5) days thereafter the other party shall appoint its nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall, within five (5) days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and chairman of the Arbitration Board. If they are unable to agree upon such a chairman, they may then request the Ministry of Labour to appoint a chairman.
- 10:07 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them. However, the parties agree that failure to strictly adhere to time limits as set out in the grievance and arbitration procedure shall not be fatal to the affected grievance or arbitration as long as these time limits are adhered to within a reasonable timeframe and attempts to resolve the grievance are ongoing. The parties agree further that either party may ask an arbitrator to consider the affects of non-conformance to time limits and ask for mitigation of a remedy should a grievance be allowed. In which case, the arbitrator would be empowered to make such determination as part of his/her award.

ARTICLE 11 – SENIORITY

- 11:01 Seniority, as referred to in this Agreement, shall mean length of continuous service in the bargaining unit with the Company since the last date of hire.
- 11:02 All employees shall be on probation for a period of ninety (90) calendar days. On successful completion of the probationary period she will be credited with seniority from date of hire.
- 11:03 An employee will have no seniority rights during his probationary period and the dismissal of a probationary employee will not be the subject matter of a grievance under the provisions of this Collective Agreement.
- 11:04 An employee shall lose all seniority and shall be deemed to be terminated if:
- (a) an employee quits;

- (b) an employee is discharged for just cause and not reinstated under the grievance procedure;
- (c) an employee has been laid off for a period of thirty-six (36) months;
- (d) an employee fails to notify the company within five (5) calendar days exclusive of Saturday, Sunday and holidays of receipt of notice of recall and report within seven (7) calendar days from receipt of such notice.

Notice of recall may be by telephone or telegram confirmed by registered mail to the employees last address registered with the company. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;

- (e) an employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a justifiable reason to the company;
- (f) an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the company of such absence and providing a reason satisfactory to the Company.

11:05 The Company shall maintain lists showing the name, seniority, department and current classification of employees. The seniority list shall be revised and posted in the first full week of January and July in each year and copies provided to the Local Union President and the Chairperson.

11:06 Employees who do accept appointments outside the bargaining unit shall retain their seniority standing for a period not to exceed six (6) months from the date of the transfer. Anytime within the said six (6) months, the employee concerned may transfer back into the bargaining unit without any loss of seniority. Upon expiry of the six (6) month period, the employee's name shall be removed from the seniority list and all seniority rights under this Agreement shall cease.

11:07 It is understood and agreed that during any leave of absence, with or without pay, granted under the provisions of this agreement and during a period of layoff, seniority will continue to accrue. Including an employee absent due to illness or disability, whether or not covered by Workers Compensation.

ARTICLE 12 – JOB POSTING

12:01 Where permanent vacancies in the bargaining unit, including newly created positions occur, which the Company decides to fill on a full time basis, such vacancies will be posted on all Union bulletin boards and a copy given to the Chairperson. The posting shall indicate those qualifications required for the position.

12:02 Such vacancies shall be posted for a period of five (5) working days and employees bidding on job vacancies must have written application to the Branch Manager no later than the fifth day of the posting. The successful applicant shall be reclassified immediately and shall assume the vacancy within thirty (30) days.

12:03 **Temporary Vacancies**

Vacancies which will not or are not expected to exceed ninety (90) calendar days, including vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy or parental leave), need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Company.

Where the Company elects to fill a temporary vacancy with an individual outside the bargaining unit, the Union will be notified, by letter, outlining the reason for the temporary vacancy and anticipated duration.

12:04 The Company shall first consider all bargaining unit applicants. Where the relative skill and ability of applicants are equal and further provided the employees in question have the qualifications to perform the duties and responsibilities of such classification, seniority shall apply.

12:05 Where an employee has been selected the successful applicant under this section, and it is subsequently determined by the company that he cannot satisfactorily perform the job, or where the employee wishes to return to his former job, the company shall within the first thirty (30) days from the date on which the employee was first assigned to the vacancy return him to his former job. Any subsequent openings are to be filled based on the applicants listed on the original posting. The employee will be re-classified immediately upon such return to his former job. Any subsequent openings are to be filled based on the applicants listed on the original posting.

12:06 If any vacancy is not filled on the foregoing basis, the company may fill the job in question at its discretion.

12:07 The Company may assign the most junior employee within a classification from another shift, (i.e. days), to any vacancy on a temporary basis in that classification including the period of time during which the posting procedure has been completed. The most junior employee will be assigned provided they have the necessary skills and ability to perform the job. In the event that the most junior employee cannot perform the job, the next most junior employee will be selected.

12:08 Any further resultant vacancies excluding temporary vacancies shall also be filled in accordance with Article 12:04.

12:09 Unless there is mutual agreement between the parties, the company shall not consider any applicant to a posting who has, within the prior three (3) month period successfully bid on a vacancy except in cases where the employee will move to a higher classification.

12:10 Copies of all job postings and the name of the successful applicant for the vacancy shall be sent to the Chairperson and to the President of the Union or his designate at the same time the vacancy is filled.

12:11 An employee displaced from their shift or their office shall displace a less senior employee in their classification. Displaced employees may be required to work on an off-shift or in another office for up to forty-five (45) days while another employee is being trained for the off-shift/other office position.

ARTICLE 13 – LAYOFF AND RECALL

13:01 In the event management determines a need to reduce staff in a given classification,

- a) the most junior employee in the classification will be surplus and will exercise his/her seniority rights to bump another position in the same classification or another classification at the same or lower grade in the bargaining unit. The surplus employee will be permitted to displace a more junior employee in any other classification provided the surplus employee has the necessary ability, qualifications, and skill to fulfil the requirements of the position concerned with normal instruction and training;
- b) any employee who is displaced as a result of this process will displace a more junior employee on the same basis as provided for in a) above;
- c) in the event the surplus or displaced employee is unable to displace a junior employee, that employee will proceed to lay off.

13:02 The Company will give an employee who has acquired seniority under this Collective Agreement notice, or pay in lieu of notice, of layoff in accordance with the Employment Standards Act.

13:03 Where management determines it has a need to increase its total active staff, including temporary requirements, after having gone through the posting process as required by Article 12, while there are available employees with recall rights, such employees shall be recalled in seniority order beginning with the employee with the greatest seniority.

13:04 A laid off employee, who is recalled to work to a permanent position in the same classification as he/she was laid off, or such higher classification for which the employee has the necessary ability, qualifications, competence and skill, but declines such recall, will be deemed to have quit and lose his/her seniority rights and be terminated under the provisions of Article 11:04, unless the employee cannot report to work on the day specified, due to illness or injury. Such illness or injury must be substantiated by a valid medical certificate.

An employee who is unable to report due to illness or injury will retain his/her seniority rights shall be returned to work upon providing medical documentation to the employer of being able to return.

13:05 No new employees will be hired until laid off employees who are eligible for recall as prescribed by this article have been given the opportunity to return to work.

13:06 A copy of any layoff notice will be sent to the Union at the same time as it is given or mailed to the employee concerned.

13:07 The Company agrees to meet with the Union, upon request, for the purpose of discussing the application of the layoff and recall language.

13:08 When the company is required to permanently lay off an employee(s), the company shall first offer voluntary permanent layoff beginning with the highest seniority employee and continuing until the number of employees accepting the voluntary permanent layoff is equal to the number of layoffs required.

In the event that there are not enough volunteers for permanent layoff, the most junior employee(s) in the classification will be permanently laid off until the number of layoffs are equal to the number of layoffs required.

In the event an employee elects voluntary permanent layoff or in the event an employee is permanently laid off, the company shall pay severance to such an employee as follows:

- a) For employees with two (2) years completed service, but less than ten (10) completed years of service - one and one half (1-1/2) weeks pay per year of completed service;
- b) For employees with ten (10) completed years of service but less than twenty (20) completed years of service – two (2) weeks pay per year of completed service to a maximum of thirty (30) weeks;
- c) For employees with twenty (20) completed years of service or greater – two (2) weeks pay per year of completed service to a maximum of thirty-five (35) weeks.

Employees who volunteer for permanent layoff or are permanently laid off and receive severance as outlined above will not be subject to recall.

The severance provided in this article shall be inclusive of any requirements under the Employment Standards Act, not pyramided on top.

- d) For employees with twenty-five (25) years of completed service or greater, two (2) weeks pay per year of completed service to a maximum of forty (40) weeks.

Employees on voluntary permanent layoff may elect to defer their severance pay and maintain their recall rights for up to thirty-six (36) months, as per Article 11:04 (c).

If at any time during the thirty-six (36) month period following notice of permanent layoff, the affected employee wishes to receive their severance pay, they may do so, with four (4) weeks written notice to the employer.

It is understood that the amount of severance pay shall be the entitlement owed on the date the layoff became effective.

ARTICLE 14 – HOURS OF WORK

14:01 The normal work week for full time employees shall consist of thirty-seven and one half (37-1/2) hours per week for employees working a seven and one half (7.5) hour shift.

The Company and the Union agree to the following when implementing twelve (12) hour work schedules:

- i) The Company may schedule shift patterns consisting of three (3) consecutive twelve (12) hour shifts.
- ii) The total of each of the shift schedules will be thirty-six (36) hours per week for which the employee will receive thirty-seven and one half (37- 1/2) hours' pay.
- iii) Shift premiums will be paid in accordance with the rates as laid out in Article 16:01 of the Collective Agreement.
- iv) The employee may elect the following vacation as long as at least two weeks in the vacation year are taken either as one week periods or one period of two weeks. Each thirty-six (36) hour schedule will be considered one week of vacation.

Upon approval by management, the employee may schedule vacation time in hourly increments.

- v) Statutory holidays: If the employee is not required to work, he/she will receive full pay for the day, as per the Collective Agreement.

If the employee is required to work the day, the employee will receive time and one half (1-1/2) for all hours worked on the day, as well as his/her normal wages for that statutory holiday subject to Article 24:03.

- vi) Should the employee be on an unpaid absence from work, the following shall apply:

- a) In the event the employee is absent on one of the twelve (12) hour shifts, the employees pay will be reduced by twelve and one-half (12.5) hours pay.
- b) In the event the employee is absent for less than one (1) shift, the employee's pay will be deducted according to the number of minutes and/or hours the employee is absent.
 - vii) In the event the employee is absent for half of the shift or greater, the employee will be deducted the equivalent of seven and one half (7-1/2) times the employee's normal hourly rate of pay plus any minutes and/or hours absent over and above half of the shift.

In the event the employee is absent for the regular seven and one half (7-1/2) hour shift or any portion of this shift, the employee's pay will be reduced by seven and one half (7-1/2) hours' pay or the appropriate portion thereof.
 - viii) Should the employee be absent from work and qualify for short term disability, the employee will be required to provide an attending physician's report if the employee misses more than three (3) consecutive shifts.

14:02 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules.

14:03 Employees working a seven and one-half (7-1/2) hour work schedule will be granted an unpaid one (1) hour meal period or half hour lunch break, based upon the operational needs of the shift as determined by Management. It is recognized that such lunch periods/breaks may be staggered and scheduled at the midway point of the employees shift, or as near to the midway point as is practical. In any event, the meal period shall take place within the first five (5) hours of the employees shift.

14:04 Employees working a seven and one-half (7.5) hour work schedule will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift. Rest periods will be scheduled by the company as close to the mid-point of the half shift as is practicable.

14:05 Employees who work a twelve (12) hour shift will be granted a twenty (20) minute rest period without loss of pay during each half of each shift. Rest periods will be scheduled by the Company as close to the mid-point of the half shift as is practicable. In addition, employees who work a twelve (12) hour shift will be granted a paid twenty (20) minute meal period. The meal period will be scheduled by the Company as close to the mid- point of the shift as is practicable.

14:06 All authorized overtime and rotational weekend or statutory holiday time worked that is entered on the attendance reports by midnight prior to the payroll transmission will be paid on the following regularly scheduled payroll. It is the responsibility of each employee to enter their time worked. If an error is made by the company on the amount of an employee's pay and the time worked has been entered, the employee, upon request shall receive the amount owing greater than one hundred dollars (\$100.00) within seventy-two (72) hours of such pay shortage being brought to the attention of the employer. Pay shortages less than one hundred dollars (\$100) will be paid on the next pay cycle upon request received from the employee.

ARTICLE 15 - OVERTIME

15:01 Authorized work performed in excess of eight (8) hours per day, or twelve (12) hours per day depending on their normal shift, or forty (40) hours in a normal work week (taking into account the normal hours of work in any week in which the holiday(s) occurs on a regular work day(s)) and authorized work performed on a Saturday and Sunday shall be paid, at time and one half (1-1/2) the employee's regular hourly rate. Authorized work performed in excess of fifty-two (52) hours in any week shall be paid at double (2X) the employees regular hourly rate.

15:02 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and when overtime is required, the Company will assign the employees regularly doing the job. The Company will attempt to advise employees of required overtime as far in advance as is practical.

In light of the foregoing the Company agrees to attempt to distribute available overtime work as equitably as practical amongst qualified employees normally performing the work in question within the sections in which overtime is required. It is understood and agreed however that any valid claim of inequitable distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime in his department that he is qualified to perform.

15:03 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

ARTICLE 16 – SHIFT PREMIUM

16:01 The Company agrees to pay those employees working on the afternoon and midnight shifts Monday through Sunday seven (7) percent of all wages earned from 3:30 p.m. to 12:00 a.m. and ten (10) percent of all wages earned from 12:01 a.m. until 8:30 am.

- 16:02 a) Employees may be regularly scheduled to work on Saturday or Sunday.
- a) Employees who are required to work on Saturday or Sunday as overtime shall be paid in accordance with Article 15:02.

16:03 The Company agrees to pay those employees hired on or after January 1st, 2010 working on the afternoon and midnight shifts Monday through Sunday a shift premium of seventy-five cents (\$.75) per hour for hours worked from 6:00 p.m. to 12:00 a.m. and a shift premium of one dollar (\$1.00) per hour for hours worked from 12:01 a.m. until 6:00 a.m.

ARTICLE 17 – REPORTING PAY

17:01 Where an employee reports for work at the commencement of his regularly scheduled shift, unless otherwise notified in advance not to do so, he shall be entitled to a minimum of three (3) hours work or three (3) hours pay at his base rate unless the lack of work is due to reasons beyond the reasonable control of the Company.

An employee so affected shall perform any temporary work assigned to him/her by the Company that he is capable of performing at the applicable rate in order to qualify for such pay in the event that his regular duties are not available.

ARTICLE 18 – LEAVE OF ABSENCE FOR UNION BUSINESS

18:01 The Company will grant leave of absence, without pay, to employees selected or appointed by the Union to attend Union conventions, seminars, and monthly Union meetings upon the written request of the Union at least two (2) weeks in advance. These time limits shall be waived in case of emergencies. The total cumulative leave of absence granted to all employees in the bargaining unit hereunder shall not exceed twenty (20) days during each contract year and that no more than three (3) employees are allowed off at the same time. Further, no more than one employee is allowed off from the same section at the same time.

ARTICLE 19 – BEREAVEMENT LEAVE

19:01 In the event of death of the employees current spouse or child, mother or father, an employee who has completed his probationary period will be granted five (5) consecutively scheduled seven and one-half (7.5) hour days or three (3) consecutively scheduled twelve (12) hour days leave of absence surrounding the date of death or the date of the funeral at the discretion of the employee. Such leave shall be without loss of pay from regular hourly earnings. Such leave shall be three (3) days consecutively scheduled seven and one-half (7.5) hour days, or two (2) consecutively scheduled twelve (12) hour days in the event of the death of an employee's brother, sister, father-in-law, mother-in-law, grandparent or great grandparent, spouse's grandparent or great grandparent and grandchildren.

A further leave of up to five (5) consecutively scheduled seven and one-half (7.5) hour days or three (3) consecutively scheduled twelve (12) hour days, without pay, will also be granted upon request.

19:02 In the event of a death of a brother-in-law or sister-in-law, aunt, uncle, niece or nephew, an employee who has completed his probationary period shall be granted one day's

leave without loss of regular hourly earnings for the purpose of attending at the funeral provided they are scheduled to work on that day.

19:03 Where the term spouse is used in this agreement it shall be defined as a person to whom an employee is married or with whom an employee is living in a conjugal relationship for a duration of a period of at least one year, including, a person of the same or opposite sex.

ARTICLE 20 – JURY DUTY

20:01 An employee called for jury duty or as a witness or subpoenaed to appear in any court shall receive for each day absent from regularly scheduled working hours, the difference between regular hourly earnings lost and the amount of jury duty or witness fee received, providing the employee furnishes the Company with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received.

In the event that an employee is working the midnight shift, they shall be excused from work without loss of pay for the shift preceding the jury duty or court appearance. An employee who is working the afternoon shift on any day shall be excused from the number of hours equivalent to time spent and while serving on jury duty or appearing in court.

ARTICLE 21 – MATERNITY LEAVE

21:01 Pregnancy and parental leave shall be granted in accordance with the terms set out in the Employment Standards Act.

21:02 It is agreed that service and seniority will be accumulated during pregnancy and parental leave.

21:03 The employer agrees to pay a maternity top up to seventy-five percent (75%) of wages for the duration of pregnancy leave as set out in the Employment Standards Act, currently fifteen (15) weeks.

ARTICLE 22 – BULLETIN BOARDS

22:01 The Union shall have reasonable access to a bulletin board on each of the premises of the Company for the posting of appropriate union notices pertaining to matters relating to employees covered by the collective agreement. Copies of all notices except meeting notices shall be given to the Manager of the office prior to posting and the Company retains the right to approve any material posted herein. Such permission shall not be unreasonably withheld; as an example it will not be unreasonable to deny posting of material that could adversely impact client or customer relations.

ARTICLE 23 – DESIGNATED HOLIDAYS

23:01 Employees who have completed their probationary period, shall be entitled to the following holidays with pay:

New Year's Day
Family Day
Canada Day
Labour Day
Christmas Day

Good Friday
Victoria Day
Civic Holiday
Thanksgiving Day
Boxing Day

Day before Christmas Day or Day before New Year's Day

The Company will schedule the day before Christmas Day or the day before New Year's Day, based upon employee preference wherever possible, dependent upon operational requirements. If a scheduling conflict exists, seniority will apply. The Company may schedule as two (2) half (1/2) days in response to an employee request.

23:02 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked (up to a maximum of seven and one half (7-1/2) hours) at the employee's regular rate of pay.

23:03 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the work day immediately preceding and immediately following the holiday unless excused by the company, or an employee was absent due to:

- (a) bereavement leave;
- (b) jury duty leave;
- (c) regularly scheduled vacation;
- (d) illness or injury verified by a medical certificate as required by the Company or otherwise provides a reason satisfactory to the Company;
- (e) leave of absence for union business granted under Article 19.

Note: Any other leave of absence granted by the Company pursuant to the provisions of this agreement shall be deemed to be an absence excused by the company under this section providing it does not exceed one week in duration.

23:04 Where an employee who has undertaken to work on any one of the above-mentioned holidays, he shall be paid at the rate of time and one-half his regular hourly rate, for all hours worked in addition to any holiday pay to which he is entitled.

23:05 An employee who has undertaken to work on any of the above holidays and fails to report for work shall forfeit all pay for that day unless his absence is due to illness or injury verified by a medical certificate as required by the Company or otherwise provides a reason satisfactory to the Company.

23:06 Where any of the holidays occur during an employees vacation period, the company agrees to provide an additional day off with pay at a time mutually agreed between the employee and the company.

ARTICLE 24 – VACATIONS

24:01 All employees shall be entitled to vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed one (1) year or more of service as of January 1st in any year shall be entitled to a vacation of two (2) weeks with pay.

Employees with less than one (1) year of service shall be entitled to vacation pay in the amount of four percent (4%) of earnings;

- (b) Employees who have completed four (4) or more years of service as of January 1st in any year but less than ten (10) years shall be entitled to a vacation of three (3) weeks with pay.
- (c) Employees who have completed ten (10) or more years of service as of January 1st in any year but less than fifteen (15) years shall be entitled to a vacation of four (4) weeks with pay.
- (d) Employees who have completed more than fifteen (15) years of service as of January 1st in any year but less than twenty-five (25) years shall be entitled to a vacation of five (5) weeks with pay.
- (e) Employees who have completed more than twenty-five (25) years of service as of January 1st in any year shall be entitled to a vacation of six (6) weeks with pay.
- (f) Employees who have completed more than twenty-five years of service as of January 1, 2019 will receive only one (1) additional day off with pay in this term, only. The term is for the agreement of January 1, 2022 and expires December 31, 2024.

24:02 There shall be no carryover of vacation from one vacation year to the next without written authorization by the Company. The annual vacation period will be from January 1st to December 31st.

24:03 The employer agrees to approve vacation up to a maximum of two (2) people per shift when it is determined that one (1) of two (2) people will not be required to be replaced while off on vacation. In all other circumstances, the employer agrees that one (1) person per shift will be allowed on vacation.

24:04 The Company agrees to post the vacation schedule for the annual vacation period of January 1st, to December 31st, on or before February 1st of the current year. Each shift will have three (3) weeks to determine their vacation preferences. Vacation will be granted on the basis of seniority. Once the vacation schedule is set, all subsequent vacation scheduling shall be granted based on the first request not seniority. In addition, the Company will post a vacation schedule on or before November 1st for the first three (3) months of the next year. An employee will not be entitled to take more

than two (2) weeks of vacation at any given time unless permission in writing is received from the Branch Manager.

An employee requesting more than two (2) weeks of vacation at any given time must apply in writing to the Branch Manager at least three (3) months in advance. For the purpose of scheduling vacation the work week begins at midnight on Sunday and ends on Saturday at 11:59 p.m.

24:05 Employees will continue to accrue vacation time while away from work because of sickness or injury, layoff, statutory leave of absence or any other approved leave of absence (ex: pregnancy leave, parental leave etc.); however, such employee will only receive vacation pay as required by the applicable employment standards legislation.

If an employee proceeds to long-term disability, he/she will receive payment for any accrued paid vacation earned as of the date such employee proceeded to long-term disability status.

ARTICLE 25 – HEALTH & WELFARE

25:01 The company agrees, during the term of the agreement to maintain the coverage for eligible employees in the active employ of the company under the employee benefit plans presently in effect for current bargaining unit members subject to their respective terms and conditions including enrolment requirements.

The employer agrees to provide a drug card to be used at time of purchase. Items purchased to be billed directly to carrier with no co-pay at time of purchase. Plan to be in place within sixty (60) days of ratification.

Effective January 1st, 2022, the Dental benefit will have no greater than one (1) year ODA lag.

Preventative care eye exams are covered every twelve (12) months by the current union plan at one hundred percent (100%) (members hired prior to January 1st, 2022).

25:02 It is understood that the Company may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Company shall notify the Union to explain the proposed change.

25:03 All new hires starting January 1st, 2022 and prospectively are eligible for the Canada Livingston Benefit Program currently known as B1 Benefits plan. All employees hired prior to January 1st, 2022 will be covered by the Livingston plan for Union employees currently known as C1 benefits plan

In 2022 bargaining, the parties agreed to eliminate the Short Term Disability S.U.B. plan and have the Current Benefits carrier administer the plan in it's entirety, it is further agreed that this will not result in any loss of benefits under their respective STD coverage.

25:04 Health and Welfare - incorporate unpublished agreement dated February 21st, 2019 regarding sick days for FT and PT employees into new agreement.

Each fulltime employee will be entitled to five (5) paid sick days at their regular salary for each year of the current collective agreement (January 1st, 2022 to December 31st, 2024).

Each part time employee will be entitled to two (2) paid sick days at their regular salary for each year of the current collective agreement (January 1st, 2022 to December 31st, 2024).

Each employee regardless of employment status (F/T or P/T) will be entitled to eight unpaid personal emergency leave days over and above their paid sick days and will not be required to use the paid sick day allotment prior to using the eight unpaid personal leave days.

There will be no carrying over of the paid sick days or, the unpaid personal emergency leave days from year to year.

ARTICLE 26 – HEALTH AND SAFETY

26:01 **Employer Duties**

The employer shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The employer shall comply with the Occupational Health and Safety Act, 1990, its regulations and codes of practice and environment legislation and regulations in effect on the effective date of this agreement, as minimum standards.

Joint Health and Safety Committee

- a) A Joint Health and Safety Committee shall be established which is composed of a minimum of two union members chosen by the union all of whom shall be certified. At no time shall the number of employer members be allowed to outnumber the amount of union members.
- b) Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, the other shall be an employer member.
- c) Without limiting the generality of the foregoing, the committee shall:
 - i) determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments.
Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.

- ii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
- iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
- iv) Hold meetings at least once a month for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and any other matters pertaining to health and safety.
- v) Record the minutes of the meetings which will be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local union and national union representative.
- vi) Have access to and promptly receive copies of all reports, records and documents in the employer's possession or obtainable by the employer pertaining to health or safety or the workplace environment.
- vii) Time spent by members of the committee in the course of their duties will be considered as time worked and will be paid in accordance with the terms of this agreement.
- viii) The union health and safety committee will meet without employer representatives for at least one hour prior to the committee meeting.
- ix) All scheduled hours of work otherwise spent by members of the committee in duties under this provision will be replaced by other employees consistent with this Agreement.

Right to Refuse

- a) The employer shall ensure that all employees are informed that they have the right to refuse work which they reasonably believe may harm them or any other person and that signs are posted in the workplace advising them of this right.
- b) When a worker exercises his or her right to refuse he or she shall notify the supervisor who shall promptly notify the union co-chair or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- c) The employer shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the co-chair and refusing worker.
- d) If the union co-chair and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.

- e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the Act or the Regulations.

Accident and Incident Inspections

Every injury or accident which involved or would have involved a worker seeking the medical aid of a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident.

Education and Training

- a) No employee shall be required or allowed to perform any duties or operate any piece of equipment until she has received proper orientation, education, training and instruction. Such training shall include ergonomics training and chemical hazard training.
- b) During the life of the agreement, the two (2) union members of the committee shall be allowed one week paid leave to attend courses or conferences given by or chosen by the union. The employer shall pay the lost time and course fees.

Disclosure of Information

The employer shall provide the union and the committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, diseases, symptoms, medical treatment and antidotes.

The employer shall provide the union and the committee with any and all reports or investigations performed by third parties which pertains to the employers air quality and/or ventilation systems resulting from chemical contaminants from indoor or outdoor sources, as well as biological contaminants, including pollen, viruses and molds.

The Joint Health and Safety Committee shall be provided with the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and such other data as available to the employer from the WSIB.

If incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will promptly be taken to address the legitimate health and safety concerns of employees presented.

Right to Accompany Inspectors

The union co-chairperson or designate shall be allowed to accompany a government inspector on an inspection tour and to speak with the inspector confidentially without any other person present.

Access to the Workplace

Union health and safety staff or union consultants shall be provided access to the workplace and to attend meetings of the committee or union committee or for inspecting, investigating or monitoring the workplace.

National Day of Mourning

Each year on April 28 at 11:00 a.m., one minute of silence may be observed in memory of workers killed or injured on the job.

Protective Clothing and Equipment

The employer shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing chosen by the committee, required including safety footwear (replaced at least once a year) and safety glasses (prescription, if necessary). These shall be maintained and replaced, where necessary, at the employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

Employment of Disabled Workers

The employer agrees to offer every disabled employee a suitable job upon the employee's return to work which shall continue as long as the disability lasts through the Early and Safe Return to Work (ESRTW) Program.

The purpose of the ESRTW Program is to provide fair and consistent practices for accommodating employees who have been ill, injured or have sustained a permanent disability, to enable their early and safe return to work. The employer recognizes their duty to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employees pre-injury employment or other suitable work.

The intent will be to return the employee to their pre-injury employment and level of wages and benefits through accommodation of the workplace to the needs of the employee, unless to do so would cause unreasonable hardship on the parties.

Every employee shall be re-employed following injury or illness if the employee is capable of performing the essential duties of their pre-injury/illness job or any other accommodated work.

Every employee participating in this program will be paid at the rate they earned at the time of their injury/illness or at the rate of the accommodated job, whichever is the highest.

First Aid Attendants

There shall be employees trained in the provision of first aid present on all shifts who shall be members of the bargaining unit. The employer shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.

Injured Workers Provisions

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to his/her doctor's office or hospital and to his/her home.

ARTICLE 27 – WAGES

27:01 The wage rates for employees covered by this Agreement shall be as set out in Appendix "A" which is attached to and forms part of this Agreement.

Retroactivity

The increases to the wage rates shall be effective to the first day following expiry of the previous collective agreement between the employer and the previous bargaining agent on a retroactive basis to all employees in the existing bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from the start date of their employment.

The Employer shall be responsible for contacting employees who have left the employ of the employer in writing at their last known address to advise them of their entitlement to any retroactive wage adjustment. Copy of such notices shall be provided to the Union Chairperson.

Such employees shall have a period of sixty (60) days only, from the date of posting by the Employer in which to claim any retroactive adjustment.

All retroactive payments shall be made in the form of individual, fully itemized cheques or deposit statements within thirty (30) days of the date of ratification for all present employees.

ARTICLE 28 – GENERAL

28:01 Wherever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 29 – DURATION

29:01 This Agreement shall continue in effect until the 31st day of December 2024, and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.

29:02 If notice of amendment or termination is given by either party in accordance with 29:01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.

APPENDIX "A" – HOURLY WAGE SCALE

Release Agent

Effective January 1st, 2019 all employees who have more than two years of service with Livingston International shall move to the highest rate of pay in the "Release Agent" category which is \$19.65 per hour. Note: The negotiated wage increases will take affect following this rate increase.

All wage increases shall take effect on January 1st, 2022 and on each of the following dates being January 1st, 2023 and January 1st, 2024

Effective January 1st, 2022 the following pay rate provisions will be implemented for all newly hired members.

Start Rate 75% of the full wage for a "Release Agent"

One (1) year of service, on the anniversary of their hire date, 85% of the full wage for a "Release Agent"

Two (2) years of service, on the anniversary of their hire date, 100% of the full wage of a "Release Agent"

It is agreed the current employees hired prior to January 1st, 2022 will maintain their current wage rate and receive the negotiated wage increase until their anniversary date at which time they will progress as per the new hire grid above.

Increase all wages by three and one quarter percent (3.25%) first year, three and one quarter percent (3.25%)second year and, three percent (3%) in the final year.

Signing Bonus

All Full Time employees shall receive one thousand two hundred and fifty dollars (\$1250.00) signing bonus first full pay after ratification and an additional seven hundred and fifty dollars (\$750.00) January 1st, 2023.

All Part Time employees shall receive two hundred dollars (\$200.00) the first full pay after ratification and an additional one hundred and fifty dollars (\$150.00) on January 1st, 2023.

LETTER OF UNDERSTANDING #1 – RE: PERSONAL LEAVES OF ABSENCE

Livingston provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees may request a personal leave only after having completed their ninety (90) day probationary period. Employees must make a request in writing for a leave from their manager. Approval for personal leave must be done in writing, and a copy must be kept in the employee file.

Employees must take any unused paid leave before taking a personal leave of absence.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and the reason for the leave.

Group Insurance benefits will continue for all personal leaves, which are less than thirty (30) days. Employees who take an approved personal leave of absence are eligible to schedule and take vacation time in accordance with the company policy, however, will not receive vacation pay for the vacation time accrued during the leave period.

For personal leaves greater than thirty (30) days Group Insurance Benefits continue at the manager's discretion.

If an employee fails to report to work promptly at the expiration date of the approved leave period, Livingston will assume the employee has abandoned their position and will proceed with the termination of their employment.

LETTER OF UNDERSTANDING #2 – RE: PENSION PLAN AGREEMENT

This letter is to document the agreement between the Company and the Union to merge the New Plan with the Livingston International Inc. DC Pension Plan ("Livingston Plan").

General

It is understood that the pension arrangements set out herein are subject to applicable legislation and regulatory approval.

Prior Plan as of January 1st, 1990

All contributions of bargaining unit members to the Salaried Pension Plan prior to January 1st, 1990, ceased as of December 31st, 1989. Members with defined benefits under the Prior Plan have had those benefits frozen as of December 31st, 1989. Service beyond that date will continue to accrue for ancillary benefits such as early retirement etc. Members will continue to receive pension statements for this plan each year until final retirement or termination for other reasons.

New Plan as of January 1st, 1990

All bargaining unit members joined a new defined contribution pension plan ("New Plan") as at January 1, 1990. Subject to regulatory approval, this New Plan will be merged with the Livingston Plan effective January 1, 2010.

Livingston Plan as of January 1st, 2010

The Livingston Plan is subject to the detailed Plan text. The language of the Livingston Plan text is not inconsistent with the main features set out below.

The Livingston Plan includes the following main features:

- employee contributions are deposited into a registered retirement savings plan (“RRSP”) and matching employer contributions are deposited into a registered pension plan (“RPP”).
- employees can elect to make additional unmatched voluntary contributions to their RRSP account.
- automatic (mandatory) enrolment for all New Plan members. New bargaining unit members may join the RRSP at any time but must join the Livingston Plan RRSP and RPP on the first of the month following one year of continuous service.
- employee contributions of either one (1), two (2) or three (3) percent (%) of regular earnings with matching contribution from the Company. Members may change their contribution percent once in any twelve (12) month period.
- Company contributions are immediately one hundred percent (100%) vested.
- employee and company contributions will be deposited into the eligible investment options of the employee’s choice. Employees may split their contributions within these investment options by any combination totalling one hundred percent (100%). Furthermore employees may change the percentage amounts or investment options at any time.
- record keeping fees assessed for the plan will be paid by the Company in addition to plan contributions made on behalf of the members.
- employee contributions will be made by payroll deduction and remitted to the plan trustee bi-weekly.
- employees will receive a semi-annual statement of contributions and investment earnings. Separate tracking will show company contributions plus investment earnings.
- employee contributions will have immediate tax shelter when made through payroll deductions. T4 slips will show contributions deductible for tax purposes.
- subject to governing pension legislation, at termination or retirement the member will receive documentation from the trustee outlining the options available to them which may include transferring their funds to a regular or locked-in RRSP, taking a portion in cash (subject to tax withholding) or purchasing an annuity from the provider of his/her choice.

Retirement Bonus

\$1,500.00 retiring bonus excluding permanent voluntary layoff. Additional \$500.00 retiring bonus excluding permanent voluntary layoff for those retiring January 1, 2019 thru December 31, 2024 only. Employees must be fifty-five (55) years of age with ten (10) years of service (RRSP Option).

LETTER OF UNDERSTANDING #3 – RE: ARTICLE 12:11 - DISPLACEMENT

The parties agree that the Company has the right to temporarily assign employees for up to ninety (90) days to off shifts or different locations in order to allow for training. Such assignment shall be on a rotational basis.

LETTER OF UNDERSTANDING #4 – RE: PAID EDUCATION LEAVE (PEL)

The employer agrees to pay into a special fund in the second year of the agreement, the sum of one thousand, five hundred dollars (\$1,500.00) for the purpose of providing paid education leave. The paid education leave will be for the purpose of upgrading the employees skill in all aspects of Trade Union functions. Such monies will be put into a trust fund established by the Union and sent by the Employer to the Unions Paid Education Leave Program. The monies will be utilized exclusively for the purposes of education including the establishment of an appropriate union training and education facility.

LETTER OF UNDERSTANDING #5 – RE: OVERTIME (AGREED IN PRINCIPLE)

The parties agree that all extended shift overtime shall only be worked on a voluntary basis.

Weekend Overtime shall be worked on a voluntary basis, provided a sufficient number of volunteers can be obtained.

If a sufficient number of volunteers cannot be obtained the following may occur:

- employees shall be assigned overtime to a maximum of 48 hours in a week.
- employees will be assigned overtime based on the lowest seniority person being assigned first, thereafter the next lowest seniority person shall be assigned.
- employees shall be provided with advance notice of two weeks in the case of overtime that is required on a holiday weekend.
- employees shall be notified by Wednesday of requirement for overtime in non-holiday week.
- employees working overtime may at their discretion be paid overtime premium as provided for in the collective agreement or may take paid time off in lieu of, equivalent to the numbers of hours of pay they are entitled to receive. Such time off shall be at a time mutually agreed to between the parties and must be requested at least on week in advance.

LETTER OF UNDERSTANDING #6 – RE: SHIFT PREMIUM (AGREED IN PRINCIPLE)

If an employee works more than two (2) hours extension of her shift into the afternoon or midnight shift, shift premium shall be paid in accordance with Article 16:01.

LETTER OF UNDERSTANDING #7 – RE: VIDEO CAMERAS

Video cameras have been installed to monitor and deter unwelcome behaviour being directed towards employees of the Company. Video cameras shall not be utilized to monitor employees in any manner and video taped evidence shall not be cited or relied upon in the course of discipline of bargaining unit employees.

LETTER OF UNDERSTANDING #8 – RE: WORK ON THE BARGAINING UNIT

The Company shall continue to pursue business for the Windsor bargaining unit employees in an effort to maintain current employment levels and to avoid layoff of bargaining unit employees. Wherever possible any reductions in the workforce shall be handled through normal attrition and/or voluntary permanent layoff.

Employees not covered by the terms of this Agreement, will not perform duties normally assigned to those employees who are covered by this agreement.

Supervisors not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this agreement except for the purposes of instruction, training, or brief unanticipated fluctuations in volume of work; or other emergencies that call for immediate action to avoid interruption or delay in operations.

The Employer agrees that there will be no contracting out of work currently performed by the employees in Windsor either in part or in whole during the life of the Collective Agreement.

LETTER OF UNDERSTANDING #9 – RE: VIOLENCE AGAINST WOMEN

The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is verification from a medical professional, a woman who is in an abusive or violent personal 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 Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

One minute of silence may be observed each year on December 6, at 11:00am in recognition of the National Day of Mourning for Women who have been a Victim of Violence.

LETTER OF UNDERSTANDING #10 – RE: REMOVAL OF WORKING ALONE PROVISION

The parties agree that the removal of the working alone provision in the Collective Agreement, will not result in the lay-off or reduction of regular hours of work for the bargaining unit, and is intended solely to redistribute employee working hours more effectively.

LETTER OF UNDERSTANDING #11 – CHRISTMAS DAY (DECEMBER 25, 2022, 2023, 2024 AND NEW YEAR'S DAY 2022, 2023, 2024

This agreement will continue for Christmas Day 2022, 2023, 2024 and New Year's Day 2022, 2023, 2024. The parties agree to review the practice prior to the negotiation of a New Collective Agreement.

An employee is required to be on call for each of the two twelve hour shifts on Christmas Day, December 25th, 2022, 2023, 2024 and New Year's Day, January 1st, 2022, 2023, 2024. The employee who is on call will be paid a premium of fifty dollars (\$50.00) per twelve (12) hour shift. Should the on call employee be required to physically attend the workplace on Christmas Day, December 25th, 2022, 2023, 2024 or New Year's Day, January 1st, 2022, 2023, 2024 he/she shall be paid a minimum of three (3) hours pay at one and one half times their hourly rate, it is agreed that should the on-call employee be called back in during their twelve (12) hour call-in period and after any initial three (3) hour minimum pay period, they will be paid again at a minimum of three (3) hours at one and one half times their hourly rate. On call employees will be scheduled on a voluntary basis based on seniority and the ability to perform on call duties. If a sufficient number of volunteers cannot be obtained the on-call shifts will be assigned based on the lowest seniority employee being assigned first, thereafter the next lowest seniority employee shall be assigned, etc. provided they have the ability to perform on call duties.

LETTER OF UNDERSTANDING #12 – RE: PART-TIME WORK FORCE AGREEMENT

The Union and the Company agree to the creation of a part time work force. These employees will be represented by the Union and will be subject to the terms set forth in the collective agreement dated December 31, 2015.

- A) The term "part time employee" when used in this agreement shall mean a permanent employee who is regularly scheduled to work twenty-four (24) hours or less, but may be called in from time to time to work more than twenty-four (24) hours.
- B) All part time employees shall be covered by the terms of this collective agreement and as a condition of employment, pay monthly Union dues, as established by the Union in accordance with the Unifor Constitution and By-laws. Such Union dues will be paid through monthly check-off deductions and submitted to the Unifor.
- C) Part time employees shall accrue seniority. Seniority shall be defined as length of continued service with the Company.

- D) Part time employees will not be used to circumvent overtime. Part time employees will not be scheduled to work overtime unless all full time employees have been offered said overtime.
- E) If any layoffs occur during this agreement, permanent or temporary, part time employees will be laid off first, prior to any full time employee being laid off.
- F) The Company does not intend to replace any full time employee(s) permanent with part time employee(s).
- G) If there is any reduction of hours, part time employees will be laid off first.
- H) The Company will post all future full time vacancies as full time and will fill these positions in accordance with Article 12. Full time employees will have first preference of all job opportunities.
- I) The employer will be allowed to employ a maximum of five (5) part time employees, it is agreed that at no time will the employer replace a current Full Time position with a Part Time employee on a permanent basis.

The parties agree that all other articles and letters not specifically mentioned or amended in this document are renewed as per the current collective agreement.

- J) Part time employees will be used to cover full time employee's vacation and LOA. They will also be allowed to replace full time employees who require time off.
- K) The Company may call part time employees to cover occasional absences as needed or required.

/mgcope343

Memorandum of Agreement between
Unifor and it's Local 2458 and Livingston International.

The Parties met over several days in April 2022 with the intent of negotiating a new Collective Agreement. The current CBA expired December 31st 2021.

The following items were negotiated and agreed to by both parties on April 26th 2022.

The Union agrees to recommend acceptance of the negotiated items to their membership at a Ratification meeting.

The employer agrees to implement the items negotiated immediately following ratification.

The new agreement will be a three (3) year term expiring on December 31st 2024.

Dated, this the 27th day of April 2022

For the Union

Shanna Warner
Bhonda Oukbar
[Signature]
[Signature]

For the Employer

[Signature]
Sandra Depuis
[Signature]

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