

COLLECTIVE AGREEMENT

Between

UNIFOR

Hereinafter referred to as "Unifor"

AND

UNIFOR FAMILY EDUCATION CENTRE

UNIFOR LOCAL 2458

Hereinafter referred to as the "Union"

EFFECTIVE November 1, 2022 - October 31, 2025

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ARTICLE 1 - PURPOSE

- 1.01 This Agreement is undertaken to establish and maintain mutually satisfactory relations between the Unifor - Family Education Centre and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement

Definitions:

Seniority: Established after a probationary period of forty-five (45) days worked and shall date from the employee's original date of hire.

Classifications: Bartender, cook, conference coordinator, general help, maintenance and skilled trades.

Posting: A position that is required within the classification -

1. Full time, 2. Part-time and 3. Supplemental.

Bumping Rights: The right of an individual to be able to replace someone of lower seniority if they are placed on the schedule before a person of higher seniority holding the exact same posting.

ARTICLE 2 - SCOPE

- 2.01 Unifor recognizes the Union as the sole bargaining agent for all employees of the Unifor Family Education Centre at Saugeen Township, 115 Shipley Avenue, Port Elgin, Ontario, save and except the Director, persons above the rank of Director, Unifor national staff members, all supervisors, all administrative assistants and child care workers.

2.02 No Discrimination

Unifor will continue its policy as it has in the past of no discrimination by supervisors and managers, co-workers, union representatives, customers, delivery people, or other bargaining unit members regardless of race, colour, religion, age, sex, national origin, citizenship, political beliefs, sexual orientation, disability, union membership or activity, marital/family status, and pardoned conviction, and/or other such factors as set forth in applicable human rights laws.

Workplace violence and bullying is a serious workplace health and safety issue. Psychological violence impacts negatively on mental, physical and social health. Examples of psychological harassment or bullying include but are not limited to rumours, swearing, verbal abuse, pranks, arguments, property damage, any behaviour that demeans, embarrasses, humiliates, annoys alarms or verbally abuses a person, condescending language, vandalism, sabotage, pushing, theft, physical assaults, psychological trauma, and/or anger related incidents. Workplace violence is not limited to incidents that occur within a traditional workplace. Work-related violence can occur at off-site business-related functions, at social events related to work, in

clients' homes or away from work but resulting from work. All incidents of workplace violence or harassment will be subject to the harassment policy procedures, outlined in Appendix 4 in this Collective Agreement.

- 2.03 Unifor commits that it will not permanently outsource any major operations during the term of this agreement. Should it become necessary to outsource temporarily, Unifor will meet in advance with the Union in an effort to maintain the work in-house. In any event, the current employment levels will not be reduced as a result of outsourcing.

To the best of its ability, Unifor will provide the Unit Chair with advance notice of outside contracting relating to work which is normally performed by the centre workforce. Outside of emergencies and work that is required to be performed by a skilled or ticketed trade, Unifor will meet with the unit chair to determine if any of the scope of the contracted work can be done by Centre employees.

- 2.04 It is agreed (subject to the terms of this Agreement) that anyone excluded from the bargaining unit shall not perform any duties which come within the bargaining unit.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees working at the Centre, including probationary employees shall, as a condition of employment become and maintain membership in the Union. Cards will be supplied to the employees and will be forwarded to the Local Union when completed and signed by the employee. The Union agrees to accept into membership all such employees.

ARTICLE 4 - DEDUCTION OF UNION DUES

- 4.01 All dues will be collected from the employees' first pay in each month. Dues are referred for the purpose of this Article as the regular union dues, initiation fee and special assessments as prescribed by the Unifor constitution and bylaws of the Local Union. All sums deducted, together with the record of those from whom deductions have been made and the amount shall be forwarded to the Treasurer of Unifor Local 2458, 3400 Somme Avenue, Windsor, Ontario N8W 1V4, prior to the fifteenth (15th) day of the month following the month in which the dues are deducted.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 Unifor agrees that during the life of the Agreement it will not cause or direct any lockout of its employees. The Union agrees that during the life of the Agreement there will be no strikes or other collective action that will stop or interfere with production or service and that if any such conservative action should be taken it will instruct its members to carry out the provisions of the Agreement and return to work and perform their duties in the usual manner.

ARTICLE 6 - RESERVATION OF EMPLOYER'S RIGHTS

- 6.01 The Union acknowledges the exclusive function of Unifor generally to manage the enterprise in which it is engaged and particularly to:
- a Maintain order, discipline and efficiency.
 - b Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
 - c The Union recognizes the undisputed right of Unifor to operate and manage its business in all respects in accordance with its commitments and responsibilities in a fair and reasonable manner.
 - d In imposing discipline on a current charge, the Centre management will not take into account any prior infractions entered on the employee's personnel record which occurred more than twelve (12) months previously or twenty four (24) months regarding harassment and violence. This will not apply to previous discipline issued as a result of harassment or violence in the workplace.
 - e A union representative will be present during all warnings regarding disciplinary actions. When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, the employee will be informed before the interview and will be advised to have their steward present. The interview will not proceed until the steward is present. Discipline is defined as a written or verbal warning to an employee. A written record must be given to the union representative and to the employee within ten (10) days of the date of warning.
 - f Management will not sign any discipline memo to members of Local 2458 "In solidarity".

ARTICLE 7 - AUTHORITY

- 7.01 The Director of the Unifor Family Education Centre shall be in direct charge of all employees and shall issue all orders affecting the employees.

ARTICLE 8 - ACCESS TO PREMISES

- 8.01 Authorized representatives of the Union will be permitted to enter the premises of Unifor at any reasonable time.

8.02 The Unit Chair will be provided with a fob for access to the front office through the foyer or library (to be used during regular office hours).

ARTICLE 9 - NEGOTIATING COMMITTEE

9.01 Unifor acknowledges the right of the Union to appoint or otherwise select a negotiating committee composed of three (3) employees of the Unifor Family Education Centre. The negotiating committee will consist of the three (3) union stewards, elected by the membership, one of which shall be recognized as the Unit Chair (Chief Steward). Unifor will also recognize an observer selected or elected by the employees to attend all meetings that pertain to negotiations.

9.02 Unifor will compensate three (3) such employees for contract negotiations. Compensation will not apply to time spent on such matters outside of regular working hours.

ARTICLE 10 - STEWARDS AND GRIEVANCE COMMITTEE

10.01 Unifor recognizes the right of the Union to elect not more than three (3) stewards to assist employees in presenting their grievances to the representatives of Unifor one (1) of whom shall be recognized as the Unit Chair.

Unifor will recognize an Alternate Unit Chair when the Unit Chair is absent for more than two (2) days, upon notification from the Union.

10.02 The stewards so elected along with a full time paid official from the Local Union shall constitute the grievance committee, and Unifor agrees to deal with this committee in part or the whole as conditions warrant.

10.03 The Union acknowledges that the stewards, members of committees and union officers, have regular duties to perform on behalf of Unifor and that such persons will not leave their regular duties without obtaining the permission of their immediate supervisor; such permission shall not be unreasonably withheld.

10.04 It is clearly understood that the steward and other union officers will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees, or with other union business and that in accordance with this understanding, Unifor will compensate such employees for a reasonable amount of time spent in negotiating with Unifor and in handling grievances of employees, at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours.

- 10.05 In order to conduct business in the most efficient manner, the Unit Chair shall be assigned to weekdays, day shift. The Unit Chair will be considered an extra in the classification they are scheduled. This is not transferable to an alternate except as provided for under Article 10.01.
- 10.06 The Unit Chair shall be allowed a maximum of three (3) hours per day at Unifor's expense to conduct union business. Fifteen (15) minutes of this time will be used to review the schedule changes with the supervisors. These hours are in addition to the time referred to in Article 17.01.
- 10.07 Any authorized time spent on union business by the stewards, up to what constitutes a regular shift, will be banked as personal hours.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until they have first given to the Director or their immediate supervisor an opportunity of adjusting their complaint.
- 11.02 If an employee has a complaint or question involving the interpretation, administration or alleged violation of the collective agreement which they wish to discuss with Unifor, they shall take the matter up with their immediate supervisor, within seven (7) working days after the first knowledge of grounds for a grievance. The employee may be accompanied by their steward if they request such assistance.
- 11.03 If such complaint or question is not settled to the satisfaction of the employee concerned within five (5) working days, then the following steps of the grievance procedure may be invoked in order:

Step No. 1

The employee or the steward shall outline the grievance, in writing, indicating the nature of the grievance, the Article of the Collective Agreement invoked, and the adjustment sought. The employee must sign the grievance. Such document must be submitted to the Director within a period of five (5) working days from the time verbal reply to the complaint was received as indicated in Article 11.03. After such discussion as is necessary, the Director shall state in writing their decision. If the grievance is not settled within five (5) working days after it was submitted to the Director, then the grievance shall be taken up as follows:

Step No. 2

Within five (5) working days after the decision of the Director is given at Step No. 1, the Union will request a meeting, in writing, between the grievance committee and Unifor or their delegate. Such meeting will be held within ten (10) days after receipt by Unifor of the Union's letter. Unifor or their delegate shall render their written decision

within one (1) week following the meeting. All correspondence from employer to union staff representative, with regards to grievance procedure and arbitrations will be copied to the Unit Chair.

- 11.04 Failing satisfactory settlement in Step No. 2, then at the request of either party, the grievance may be referred to arbitration provided that such request is made within fifteen (15) working days after the decision of Unifor in Step No. 2 has been rendered.
- 11.05 The time limits as described in Article 11, Article 12 and Article 13 may be extended by mutual agreement of the parties. In determining time limits, Saturdays, Sundays and Statutory Holidays shall be excluded. Such agreement to extend the time limits will be set forth in writing.
- 11.06 If the time limits or any mutually agreed upon extension are not observed by the Union or Unifor, the grievance will be considered as advanced to the next stage of the grievance procedure.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, they shall make a request in writing addressed to the other party of this Agreement and at the same time, submit a list of three (3) proposed arbitrators from which the party in receipt of the request may select a single arbitrator. If none of the arbitrators listed are satisfactory, the party in receipt of the list may submit a list of three (3) arbitrators of their choosing. If none of these are acceptable then the parties may apply to the Ministry of Labour for Ontario for the appointment of an arbitrator.
- 12.02 A person who has been involved in an attempt to negotiate or settle the grievance may not be appointed arbitrator.
- 12.03 The Local Union and the Education Centre shall each be responsible for one-half (1/2) of the expenses of and the fee payable to the arbitrator.
- 12.04 An arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement.
- 12.05 The decision of the arbitrator will be final and binding upon the parties and upon all employees
- 12.06 Nothing herein shall be interpreted or construed to prevent the arbitrator from ordering reinstatement in employment with full or partial pay lost by an employee who has been dismissed or suspended.
- 12.07 The arbitrator shall have the power to vary or set aside any penalty or discipline imposed by the employer relating to the grievance then before them.

ARTICLE 13 - DISCHARGE CASES

- 13.01 A probationary employee is an employee who has not acquired seniority. Prior to acquiring seniority a probationary employee may be released by Unifor with just cause.
- 13.02 A claim by an employee having seniority that they have been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the Director within five (5) days excluding Saturdays, Sundays and statutory holidays, after the employee ceases to work for Unifor. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.
- 13.03 Such special grievances may be settled by confirming the action of management in dismissing the permanent employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 13.04 When an employee has been dismissed they shall have the right to interview their steward for a reasonable period of time before leaving the premises.

ARTICLE 14 - EMPLOYER AND UNION POLICY GRIEVANCES

- 14.01
- a The Union or Unifor may file a policy grievance at Step No. 2 of the grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of the agreement which could not be other-wise resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance. The matter may be referred by either party to arbitration in the same manner as the grievance of an employee.
 - b Unifor shall answer the grievance in writing within ten (10) working days of receipt.
 - c If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the arbitration procedure of this agreement with five (5) working days after the expiration of the ten (10) working days referred to above.

ARTICLE 15 - SENIORITY

- 15.01 Seniority rights of employees shall be established after a probationary period of forty-five (45) days worked and shall date from the employee's original date of hire. It is agreed that an employee, according to seniority, shall have claim to all available hours of work up to and including what constitutes a regular full work week.

- 15.02 In the event of a reduction in staff, the layoff shall be according to seniority, the employees with the least seniority being laid off first.
- 15.03 Employees shall be rehired in reverse order to that of layoffs. Those with the greatest amount of seniority will be rehired first.
- 15.04 A seniority list will be posted where it may be examined by an employee. Unifor shall supply the Union with a master seniority list and shall notify the Union of all seniority changes as they occur. Unifor will revise the posted seniority list within ten (10) days of change.

When two (2) or more employees have the same start date (day), they will be placed on the seniority list in the order that they complete their probationary period.

- 15.05 Seniority rights shall cease for any of the following reasons:
- a If the employee quits;
 - b If the employee is discharged and the discharge is not reversed through the grievance procedure.
 - c If the employee is absent from work for more than three (3) scheduled work days without notifying the Director or supervisor, or if they fail to produce satisfactory evidence (when requested) to justify absence of more than three (3) days.
 - d If the employee is not called upon to perform work for Unifor for one (1) year (twelve (12) consecutive months), or for a period equal to their seniority at the date when they last performed work for Unifor whichever is greater. Employees on maternity, parental, LOA, LTD, sick leave, WSIB or any extended leaves granted by Unifor are exempt from this clause.
 - e If the employee fails to report for work, after lay off, within fourteen (14) calendar days following issuance of an email of recall to the last address on file, along with a phone call.
 - f Unifor agrees to provide each worker who requests a letter of reference, that will only state length of employment with Unifor and work experiences and if requested and agreed to by the supervisor, an additional letter of reference from their supervisor.
- 15.06
- a A person who has been laid off out of seniority in violation of this agreement shall be paid for the time lost as a result of such lay off if they present their grievance within seven (7) working days after the first knowledge of grounds for a grievance.

- b In the event of a lay off the Unit Chair will be the last employee retained by the employer providing there is work available which they are able and capable to do.
- c In order to ensure the proper and safe administration of the Centre, it may be necessary to exempt the lead hands in maintenance (includes both maintenance and groundskeeper lead hands), general help, midnight and skilled trades classifications from the seniority provisions of this Agreement with advance discussion with the Unit Chair or their designate.

ARTICLE 16 - REPORTING FOR WORK PAY

16.01

- a Any employee reporting for work without having been advised that there will be no work shall receive a minimum of four (4) hours pay at the applicable hourly rate. However, any employee who is called to work as the result of emergencies and works less than four (4) hours shall receive a minimum of four (4) hours pay at the applicable straight time hourly rate. No payments shall be made under this paragraph in cases resulting from labour disputes or other conditions beyond the control of Unifor.
- b If an employee is called in with short notice before the shift starts and can arrive within a half hour of the scheduled shift, they will be paid for the first half hour of the shift being replaced otherwise they will be paid when they arrive.

ARTICLE 17- ORIENTATION AND JOB TRAINING

17.01 Orientation

The Union will be afforded two (2) hours to discuss the rights and terms of the Collective Agreement. This shall be done in conjunction with WHMIS training.

17.02 Job Training

Job training by work area for all new employees in general help will be conducted by their supervisor or a qualified bargaining unit member. All new employees will receive two (2) training shifts. If job training is to be done by a bargaining unit member, the normal daily workload, when required, will be reduced for the duration of the training for the member performing the task of trainer and the trainee will not be considered as extra help on those shifts.

ARTICLE 18 - RATES OF PAY

18.01

CLASSIFICATION	November 1, 2021	November 1, 2022	November 1, 2023	November 1, 2024
BARTENDER				
Full Time	27.65	28.48	29.26	30.06
Part Time	27.65	28.48	29.26	30.06
Supplemental	27.65	28.48	29.26	30.06

CONFERENCE COORDINATOR				
Lead Hand	30.50	31.42	32.28	33.17
Full Time	29.00	29.87	30.69	31.53
Supplemental	29.00	29.87	30.69	31.53
A/V Tech	30.50	31.42	32.28	33.17
A/V Tech Supplemental		31.42	32.28	33.17

COOK				
Lead Hand	29.89	32.96	33.87	34.80
Full Time	28.39	31.42	32.28	33.17
Supplemental	28.39	31.42	32.28	33.17

GENERAL HELP (which includes Janitorial, Laundry, General Help Kitchen, Dishes, Housekeeping)	27.65	28.48	29.26	30.06
Lead Hand	29.15	30.02	30.85	31.70
Midnight Full Time	27.65	28.48	29.26	30.06
Midnight Part Time	27.65	28.48	29.26	30.06
Midnight Supplemental	27.65	28.48	29.26	30.06

MAINTENANCE				
Lead Hand	29.89	30.79	31.64	32.51
Full Time	28.39	29.24	30.04	30.87
Midnight Full Time	28.39	29.24	30.04	30.87
Midnight Part Time	28.39	29.24	30.04	30.87
Midnight Supplemental	28.39	29.24	30.04	30.87
Curfew Monitor	28.39	29.24	30.04	30.87

SKILLED TRADES				
Chef de Partie	43.74	45.05	46.29	47.56
Electrician	43.74	45.05	46.29	47.56

- a General salary increases of 8.5% during the life of the CBA:
 - a. November 1, 2022 = 3.00%
 - b. November 1, 2023 = 2.75%
 - c. November 1, 2024 = 2.75%

b WAGES

New employee	80% of the rate
After 150 shifts	90 % of the rate
After 300 shifts	100% of the rate

18.02 Shift Premium

A shift premium of sixty-five cents (.65¢) will be paid for all shifts commencing on or after one (1:00) pm, but before five (5:00) am. Midnight shift premium to a total of one dollar (\$1.00). No shift premium will be paid for any shift commencing on or after five (5:00) am, but before one (1:00) pm. When replacing a lead hand the most senior employee working on that shift will receive the lead hand or midnight wage as appropriate, unless otherwise specified on their preference sheet.

18.03 Pay

Wages will be paid weekly. All monies including wages, benefits etc. will be paid by direct deposit. A pay receipt will be provided showing itemized deductions and payments cumulative to date. Up to three (3) accounts may be selected for deposit of pay by Wednesday midnight of each week following a one (1) week period, provided Unifor is relieved of that obligation for weeks in which the Monday is a holiday or in cases of computer failure or any other difficulty beyond our control.

18.04 Payroll Corrections

As a result of normal business problems, from time to time there will be oversights or errors made in the calculation of your pay. If these errors are over twenty dollars (\$20.00), a separate cheque will be issued upon request. If the error is under twenty dollars (\$20.00) the correction will be added to your next cheque.

18.05 It is agreed that there shall be no duplication of payments in regard to the application of Articles of this Agreement such as Articles 25, where days off or holidays occur during the appropriate period required to attend the funeral.

18.06 In the event an employee is temporarily assigned to a job other than that to which the employee is permanently assigned, they shall receive their own rate or the rate of the job to which they are temporarily assigned, whichever is higher.

ARTICLE 19- HOURS OF WORK

19.01 Hours of Work

- a The regular work week for all employees shall be eight (8) hours per day, five (5) days per week with two (2) consecutive days off, whenever possible.
- b It is agreed that facilities will be made available to properly record the hours of work of each employee, (clock system).
- c The work week for pay purposes shall be defined as all hours falling between the hours of 12:01 am, Sunday to 11:59 pm, of the following Saturday. (This clause is not for scheduling purposes).

ARTICLE 20 - SCHEDULING

20.02

- a The work schedule to the best of Unifor's ability shall be posted for each classification fourteen (14) days prior to the scheduled period.
- b In order for employees to know the long range forecast of the Centre's schedule, the Centre will post a schedule in a convenient area and will update when available with a copy to the Union. It is understood that this is a tentative forecast and may be subject to change at any time.
- c Up to eleven (11) employees as follows: seven (7) in general-help; one (1) each in maintenance, conference co-ordinator, cook, and bartender with the exception of lead hands may request a work week of less than five (5) days but not less than three (3) days. This will not apply for the period beginning with the first Sunday in June and ending with the last Saturday in September. Once requested, this work arrangement can only be changed by the next posted schedule if possible.
- d Jobs, shifts and time-off will be determined by seniority in the classification currently assigned and as indicated on the employees' preference sheet. Every effort will be made to provide employees with two (2) days off together, unless the employee states on their preference sheet that they would prefer their choice of jobs first.
- e Unifor will use the current preference sheet as a guideline for determining the original schedule (excluding the provisions of 20.02 r.) Employees will be assigned a "primary classification" for determining where the employee would most probably be scheduled (based on their preference sheet/classification). An employee will still have the right to use their seniority/classification to work in other departments if they are not scheduled in their "primary classification".

- f Whenever possible employees will have two (2) shifts off before being scheduled for another shift.
- g Midnights (maintenance and general-help) are assigned as per their posting in line of seniority.
- h Initial schedule done as the Centre does currently use preference sheets
- i When an employee is not able to come in for a shift on the weekend or after regular hours, the employee must contact the "supervisor on call" by calling them on their cell phone only between the hours of 5:00am-10:00pm (unless it is an emergency).
- j All vacations and lieu days must be applied for in writing fourteen (14) days prior to the date you are requesting.
- k Once the schedule has been posted, there will be no vacation or lieu days approved. The only exception to this is the time frame outlined in Article 23.01 (f), or in the case of the Centre having group cancellations or reductions in the original numbers, or conferences finishing early.
- l All switches on the schedule between employees must be pre-approved by the supervisor. Once you switch shifts and it is approved it will be your responsibility to show up for your "new" shift. If you fail to do so for three (3) shifts within a calendar year, regardless of calling in, this may result in your privilege being revoked for switching shifts, for a period of thirty (30) days.
- m If there are any discrepancies with the schedule, the employee should take the matter up with their supervisor and if after hours, the supervisor on call, as soon as it is noticed. The employee may be accompanied by their steward. If after talking to the supervisor, the situation is not remedied to the employee's satisfaction, they should take it to their steward, and the standard grievance procedure will commence.
- n All changes to the schedule are to be made by a supervisor in red ink
- o Unifor agrees to schedule the appropriate amount of housekeeping and halls people on change over days based on the agreed current formula for scheduling dated October 2, 2023.
- p Early check-ins
In the event of early arrivals when front desk is not scheduled the following will be scheduled:
 - i two (2) maintenance and one (1) general help to the 2:00pm-10:00pm shift if under fifteen (15) guests.

- ii one (1) midnight maintenance and one (1) general help to the 10:00pm-6:00am shift if under fifteen (15) guests.
 - iii two (2) maintenance and two (2) general help to the 2:00pm-10:00pm shift if over fifteen (15) guests.
 - iv two (2) midnight maintenance and two (2) general help to the 10:00pm-6:00am shift if over fifteen (15) guests.
- q Based on needs of Centre in regards to groups and their needs, normal working shifts may be adjusted by one (1) hour to accommodate such needs. Those affected will be notified in advance.
- r The top twenty percent (20%) of the staff on the seniority list will be scheduled by their preferred days, preference by department and based on the number of shifts.
- s If the employee is scheduled on a STAT holiday and the Centre is open, the employee will be scheduled by their primary classification then by seniority.

20.03 Changes in Posted Schedule

- a If after the shift schedule is posted and additional staff is required or (by reason of additions) or vacancies to staff, lieu days, floaters, sick days, etc., the senior employee not working that day and not having their full normal work week will be scheduled into that newly created shift. Employees not scheduled to work and added to the schedule will be contacted by phone.
- b Notwithstanding anything in Article 20.02, it is understood that this may create situations where an employee may be required to work two (2) shifts within a twenty-four (24) hour period.

Shifts for the purpose of this Article are considered:

- 1. Days - any shift that commences at 5:00 am, or later but not after 1:00 pm
 - 2. Afternoon - any shift that commences at 1:00 pm, or later but not after 10:00 pm
 - 3. Midnight - any shift that commences at 10:00 pm, or later but not after 5:00 am
- c Unifor will inform the members involved as soon as it is known there is a change to a posted schedule.
 - d Unless mutually agreed upon between Unifor and the employee there will not be any change made to a scheduled shift within twenty-four (24) hours of the commencement of the shift.

- e In the event that either full time midnight maintenance or full time midnight general help employees are not available then the shift will be filled in this order:
 - i the next eligible employee would be one that holds the part time or supplemental posting in that classification
 - ii overtime will be offered by full time, part time and supplemental in that posting
 - iii seniority in the classification

If the position still cannot be filled then the shift will be covered by the one (1) employee scheduled and able to work the shift

- f To ensure the safety of the employees the midnight postings will receive first aid and CPR training.
- g Employees shall be paid one (1) day if they would have been scheduled to work but are absent to attend job certification training that is required and approved by the employer.
- h Should there be a need to move someone out of their classification, the lowest seniority person will be moved out of their classification into their supplemental posting as required.
- i All current lead hands and any new lead hands (excluding those that are currently red circled) will be trained in CPR.

20.04 Call-ins within twenty-four (24) hours

Employees not scheduled for forty (40) hours in any one (1) week will be contacted by seniority for any opening which becomes available. Anyone who refuses a shift or is not available to answer the call will not be contacted again the same day unless the list has been exhausted.

- a Maintenance lead hands and conference lead hands will be scheduled for steady weekdays whenever possible. All other maintenance shifts will be scheduled by seniority.

20.05 Overtime

- a All hours worked over eight (8) hours daily will be paid over time if the extra hours are connected to the regular shift or over forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay.
- b Unifor shall pay double time for all hours worked on the seventh (7th) consecutive day in any work week period.

- c Any work performed on a holiday listed in Article 22.01 shall be paid for at the rate of time and one half (1-1/2) in addition to their standard holiday pay.

Any seniority employee working any of these holidays may choose to be paid at time and one-half (1-1/2) their normal hourly rate and be compensated for the remaining eight (8) hours by taking an additional lieu day off with pay within one (1) year of it being earned.

- d All overtime work shall be on a voluntary basis and the employees who hold the posting and are capable of performing the work required will be given the first opportunity to the overtime work in the order of full time, part-time, and supplemental. For general help positions (with the exception of midnights, the most senior person who has indicated on their preference sheet that they are willing to do the job and overtime will be asked to fill the eight (8) hour shift.

It is understood, however, that the junior employee, capable of performing the work and holding the posting available, must work the overtime in the case of refusals by senior employees. It is further understood that regular lead hands may work overtime out of line of seniority when required, but it must be specific to their lead hand job description.

Any overtime required at the end of a shift in order to complete work started on that shift will be offered by seniority to the employees working in the classification on the shift requiring the work. If no one is willing to stay for overtime from that shift, and it is of an urgent or necessary nature, the work may be offered to an employee who is on-site and who holds the posting in the classification involved.

In all cases, the total hours worked shall not exceed twelve (12) hours consecutively.

- e The Union agrees that there shall be no organized refusal of, or embargo on overtime, and further that the centre has the right to schedule work in excess of eight (8) hours in a work day or forty (40) hours in a work week. Unifor agrees that they will not add four (4) hours before and after abutting shifts unless the seniority list has been exhausted with no success at filling the available shift
- f When determining who is eligible for additional or overtime shifts the original schedule will be the reference for determining who has the first rights to the additional or overtime shifts. Once the seniority list has been exhausted, then those who were originally scheduled and then switched off that day will be eligible by seniority for the overtime or additional shift.

- g Employees will be allowed to bank their overtime and have it paid out as a normal pay continuance during any period where the employee is not otherwise scheduled. The bank must be used during the calendar year, by the end of February following the year in which it was banked, at which time the unused time will be paid out.

20.06 Bumping

- a In the event it is necessary to surplus an individual in maintenance, conference coordinator, cook, and bartender they will bump the more junior person in the general help classification, or in a supplemental posting that they hold providing that the shift is included on their preference sheet.
- b Because of the training and expertise involved in maintenance, conference coordination, cook, bartending and skilled trades there will be no bumping from general-help to maintenance, conference co-ordinator, cook, bartender and skilled trades.
- c When bumping to the lower classification their rate of pay will not be affected.

20.07 Lunch

- a All employees shall be entitled to two (2) fifteen minute (15) rest periods in each day on Unifor's time. There shall be one (1) such rest period in the first (1st) half and the second (2nd) rest period in the second (2nd) half of the shift.
- b All employees shall be entitled to one-half (1/2) hour lunch period each day of Unifor's time.
- c All employees will have meals provided by Unifor during the employees' regular scheduled meal break when the kitchen is serving meals to the guests at the Centre.

ARTICLE 21 – CLASSIFICATIONS AND JOB POSTINGS

21.01 Classifications

- a There are six (6) classifications: bartender, conference co-ordinator, cook, general help, maintenance, and skilled trades.
- b There are currently supplemental postings in bar, conference co-ordinator, cook, midnight general help, maintenance, midnight maintenance and A/V Tech.
- c An employee will be allowed to hold: One (1) full time and two (2) supplemental postings, one (1) part time and two (2) supplemental postings, or three (3) supplemental postings

An employee cannot hold more than one (1) posting in a particular posted classification.

- d Lead hands must remain in their permanent classification when required. When a lead hand is absent the most senior staff member working in the department who has indicated willingness to do so on their preference sheet, will be assigned lead hand duties and paid the applicable rate for those duties. Departments with two (2) lead hands will have at least one (1) lead hand assigned.
- e Vacancies in the cook's classification will be filled by employees holding Cook I & 2 and /or the Red Seal within the trade and/or Culinary Management and /or the equivalent diploma(s).
- f A curfew monitor position when required will be posted and filled at the end of each calendar year which may include one (1) full time, one (1) part-time, two (2) call-ins. Should French speaking curfew monitor position(s) be required they would take the full time, part time, position for that particular group.

21.02 Job Postings

- a Seniority employees have the right to apply for permanent job openings occurring in the bargaining unit. When there are permanent openings within the job classifications covered by the Collective Agreement, Unifor will post notices on the kitchen and maintenance shop bulletin boards for a period of seven (7) consecutive days. The notice will contain the classification and rate of pay. The employer will post all successful applicants with copies to the Union within five (5) working days of selection. The centre management will select employees for jobs based on qualifications, and seniority. When all factors are relatively equal, seniority shall govern; and, no probationary employee will hold a posted position unless no senior person posted for the job.
- b Whenever possible the Centre Director will inform the Unit Chair of any job posting(s) at least one (1) week in advance of the anticipated posting(s).
- c The Centre Director will make every effort to post for jobs during a busy/full week in order that as many members possible will have an opportunity to see and apply for such postings. If it is necessary to post for a position during a shutdown period, Unifor agrees to notify all staff by the most recent contact information provided by the employee of the details and time limits of such posting.
- d Employees who are on any form of leave or layoff may apply for such openings provided that they will be available to be placed on the job within five (5) working days after notification.

- e Successful candidates who are transferred to a different classification and fail to meet the standards of the posted position may be returned to their original jobs without loss of seniority within fifteen (15) shifts worked following acceptance of the posted position. This period will extend to three (3) months for cooks, maintenance, conference co-ordinators and skilled trades.
- f Successful candidates, after fifteen (15) shifts worked, must remain in that posted position for a minimum of forty-five (45) shifts worked or as required before posting out until they are the successful candidate in a future posted position. For the purpose of moving back to general-help, the posted position(s) include(s) new hires in the general-help classification. This period will extend to forty-five (45) shifts worked for cooks, maintenance, conference co-ordinators and skilled trades.
- g Employees shall, at their discretion, have the ability to return to their original job within the fifteen (15) shifts worked following acceptance of the posted position or during such longer period as agreed to by the parties at the time of such posting being effective. The change will become effective on the next posted schedule if possible. Employees returning to their original posting would displace their replacement and if necessary this process would continue until all employees are back to their original position. The time frame as noted above will be forty-five (45) shifts worked for the cook, maintenance, conference coordinator positions and skilled trades.

21.03 New Jobs

- a When a new job is created Unifor may assign an employee to such new job for a period not to exceed thirty (30) days and/or a mutually agreed time frame. It shall be the responsibility of Unifor to establish a wage rate and classification prior to the job posting. Unifor agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate. If the Union and Unifor fail to agree on the new rate or classification for such new job, a policy grievance may be filed.
- b New jobs shall be posted for seven (7) days and within thirty (30) days of start-up, where reasonable and experience gained as a result of temporary assignment will not be considered as qualification on the posting. The most senior qualified applicant will be awarded the job.

ARTICLE 22 - STATUTORY HOLIDAYS

22.01

- a Unifor will grant all-employees who have completed their probationary period, the following holidays regardless on what day they fall, with full pay at their regular rate of pay to those who qualify for the holiday (qualifying as per ESA).

New Years Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Truth and Reconciliation Day
Christmas Day
Boxing Day

One floating holiday each year

An additional floating holiday will be provided for those employees who work in excess of one thousand (1,000) hours in the previous calendar year.

There is no payout for a floater as they must be used during the calendar year.

- b Any seniority employee working during the pay period in which a holiday falls shall receive payment for the holiday unless failure to work is due to verified illness or accident, or bereavement.
- c A seniority employee who is required to work on any of these days listed above will be paid for time worked at the rate of time and one-half (1-1/2) of their regular hourly rate, in addition to their standard holiday pay.
- An employee working a statutory holiday may choose to be paid at time and one-half (1-1/2) their normal hourly rate and be compensated for the remaining eight (8) hours by taking an additional day off (lieu day) with pay or use same to make up a full week.
- d Where a statutory holiday occurs during an employee's vacation the employee shall be entitled to one (1) extra day vacation when five (5) days' vacation are booked and the employee qualifies for the statutory holiday.
- e If a new statutory holiday is declared by the Federal or Provincial Government it is agreed that same will be recognized by Unifor signatory to this agreement.
- f Floaters and lieu days will be scheduled at mutually agreed upon days between employees and Unifor and will be taken up to one (1) year of earning it.

- g If there is no work available on the holiday, the employee will be scheduled for up to thirty-two (32) hours by seniority, plus will be paid for the holiday at straight time.
- h When there is work available on a holiday, employees will have the option, by seniority, to work on the holiday plus up to thirty-two (32) other hours. They may choose not to work on the holiday and would still be eligible to work up to forty (40) hours.

ARTICLE 23 - VACATION PLAN

23.01 Vacations

- a Vacation year for the purpose of calculating vacation entitlement and for scheduling an employee's vacation shall be August 1st to July 31st of the following year.

Each employee shall take the vacation they are entitled to during the vacation year.

Employees entitled to four (4) or more weeks' vacation may elect to bank up to two (2) weeks to be taken the following vacation year, provided the employee gives at least thirty (30) calendar days' notice, in writing, to the employer. The banked vacation may be taken in days or in blocked days and/or week(s).

A minimum of two (2) weeks' vacation time must be taken every calendar year with the exception of workers who do not receive more than two (2) weeks' vacation.

Unifor will post a list requesting the employees' selection of vacation weeks for the period of June 1st - September 30th. Employees will make their request in the first week of April (the specific day will be determined and announced yearly). Vacation entitlement for this period will be allotted by seniority in their classification and Unifor will post a finalized schedule by April 30th. All other vacation entitlement will be on a first come first served basis. It is understood that vacation requests for July and August may be of a limited nature.

A copy of an employee's vacation request(s) (granted or denied) will be given to the employee and the Union.

- b Any vacation not taken by July 31st (except for banked weeks and/or days) will be paid out as per Article 29.01 (a). In addition, employees who work in excess of eight hundred (800) hours in the preceding vacation entitlement year will receive three hundred dollars (\$300.00) vacation bonus. Those employees working less than eight hundred (800) hours but more than five hundred (500) hours will receive a one hundred and fifty dollar (\$150.00) vacation bonus.

- c Where possible, Unifor will schedule employees off two (2) days prior to the commencement of vacation and two (2) days off following the last day of vacation where five (5) consecutive days of vacation are scheduled.

It is understood that during the vacation selection period, employees will only be allowed to book to their individual entitlement. The parties agree that once an employee selects vacation and is approved for such vacation, they will not be allowed to cancel if the schedule in which they have selected vacation has been posted, this provision may be waived for situations that are out of an employee's control.

- d Employees who have not reached their forty five (45) day probation period will receive four percent (4%) of their total earnings paid during the vacation year.

Employees with one (1) year seniority but less than four (4) years seniority shall receive three (3) weeks' vacation with pay.

Employees with four (4) years seniority but less than eight (8) years seniority shall receive four (4) weeks' vacation with pay.

Employees with eight (8) years seniority or more shall receive five (5) weeks' vacation with pay.

Employees with seventeen (17) years seniority or more shall receive six (6) weeks' vacation with pay.

- e To qualify for vacation with pay as set out above each employee must work a minimum of one thousand (1,000) hours within the vacation year.

A prorated vacation will be paid for hours worked less than one thousand (1,000) hours - e.g.; seven hundred and fifty (750) over one thousand (1,000) = three quarter (3/4) vacation weeks.

Unifor will provide a copy of each employee's vacation entitlement to the Union.

Calculation of hours for vacation will be: hours worked, vacation days taken, WSIB hours, overtime hours, maternity/parental leave, statutory holidays, lieu days, floaters, sick days, sick leave and E.I. sick benefits, union business and union leave of absence limited to twelve (12) months.

ABSENT:

An employee will be credited for up to one thousand (1,000) hours in each vacation year for absences related to sickness. Employees shall be credited for all hours absent related to pregnancies, accidents and parental leave.

- f Vacation requests and requests for a day off as a vacation day must be submitted fourteen (14) working days prior to time off. Emergency requests will be decided at once. No request will be unreasonably denied.
- g Vacation days, lieu days and floaters can be used to offset hours not scheduled during a work week. Request to do so must be made in writing before the Monday following the week in question.
- h Vacation will be granted to qualified employees on lay-off.

ARTICLE 24 - LEAVE OF ABSENCE

24.01

- a Unifor may grant a leave of absence to an employee for legitimate personal reasons and to upgrade skills for a position in the bargaining unit for a period up to one year. During this period an employee shall continue to accumulate seniority. Any approved leave beyond the one year period will not accumulate seniority.
- b Members granted a union leave of absence for any period to work at the Centre, outside of the bargaining unit will neither be advantaged nor disadvantaged with respect to seniority, pension credits, or scheduling of hours. All leaves of absence related to the above clause, Unifor shall give written notice of such leaves to the Unit Chair.

24.02 An employee's request for leave of absence shall not be unreasonably withheld by Unifor and any dispute regarding the disposition of such application shall be subject to the general grievance procedure beginning at Step No. 2

24.03 A copy of all approved and denied leaves of absence shall be supplied by Unifor to the Unit Chair.

24.04 Union business shall be considered good cause for leave of absence and an employee selected for full time work for the Union for union activity necessitating leave of absence, shall be granted leave for the term and shall be re-employed at their own or similar work and shall accumulate seniority while on such leave of absence.

24.05 Unifor may grant a leave of absence to any employee requesting such leave due to sickness in immediate family. Immediate family will be considered those under Article 25. Time limits referred to in Article 24.06 will not apply.

24.06

- a Requests for leave of absence must be made in writing to the Director, at least two (2) weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. Unifor's reply will be given to the employee in writing, at least one (1) week prior to the desired date of commencement of such leave.
- b In emergency situations Unifor will consider the application immediately and whenever possible render a decision the same day as the request for leave of absence.

24.07 Jury Duty or Court Attendance

- a An employee who is called to and reports for jury duty shall be paid by Unifor for each day partially or wholly spent in performing jury duty, the difference between their normal day's pay at the employee's regular straight time hourly rate (including applicable cost-of-living allowance) and the daily jury duty fee paid by the Court. In order to receive payment under this section, the employee must give Unifor prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which they claim such payment. An employee will be granted a leave of absence for the duration of their jury service without loss of any benefits.
- b Leave of absence with pay and benefits shall be granted by Unifor to employees summoned for court attendance (not as plaintiffs, defendants or voluntary witnesses). Employees shall report for regular duties while temporarily excused from attendance at court.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 Unifor will grant each employee five (5) consecutive days off (excluding scheduled days off) at full pay at the time of the death of spouse, same sex spouse, children, step-children, parents, brothers, sisters, parents-in-law, sisters-in-law, brothers-in-law, grandparents, grandchildren and great grandparents, common-law spouse, daughter-in-law, son-in-law, step-mother, and step-father.

Unifor will grant each employee one (1) day at full pay (excluding scheduled days off) at the time of the death of an aunt or an uncle to attend the funeral.

It is agreed that reasonable time off will be granted to employees to attend the funeral of a fellow employee.

If an additional leave of absence is required related to bereavement leave, the employee will not be required to first use their vacation.

Bereavement leave is not applicable during a qualified shutdown period except for those that are scheduled to work such shutdown period.

25.02 In order to qualify for the foregoing bereavement leave allowance, Unifor must be promptly notified and the employee must supply proof by way of death certificate or newspaper clipping, when requested.

In the event of death in the immediate family while an employee is on vacation, bereavement leave shall be granted upon notification to Unifor and this leave shall be excluded from the vacation period. Mutually agreeable arrangements between Unifor and the employee shall be made to complete the employee's vacation schedule.

ARTICLE 26 - HEALTH AND WELFARE PLAN

26.01 Sick Days

Employees will earn sick days with pay as follows:

1. Employees who work more than one thousand (1,000) hours in a calendar year - seven (7) days
2. Employees who work less than one thousand (1000) hours in a calendar year - three (3) days

Sick days are earned in each year and applies to the following year once earned.

Sick days are calculated on hours paid including statutory holidays, vacations, overtime, lieu days, floaters, union business and union leave of absence not to exceed one (1) year.

In the event an employee does not use their earned sick days in the year following the year in which it was earned the Unifor agrees to pay to the employee for any unused sick days as per Article 29.01 (a) in or around the first (1st) full week of March. A copy of entitlement will be given to the employee and to the Union.

26.02 Sick Hours

An employee, reporting for work on instruction of the employer and because of illness, doctor, dental or legal appointment or immediate family problems is unable to complete their full day's shift, shall receive their full day's pay for such day. The employee's immediate supervisor or the Director must be notified prior to the employee leaving the premises. The amount of time paid under this clause will be limited to sixteen (16) hours per calendar year. Any employee working one thousand (1,000) hours or more in the previous calendar year will be paid twenty (20) hours under this clause. Any unused portion of these hours shall be paid to the employee as per 29.01 (a)

Sick hours or personal hours can be used before the shift starts, with advance notice to a supervisor.

Additional EPD (emergency personal days)

EPD cannot be used to fill in weeks and must be used for a scheduled shift.

Sick days and sick hours may be used to fill in short weeks if not scheduled.

26.03 Sick Leave

Sick leave will be paid to a maximum of forty-five (45) weeks at seventy percent (70%) of the employee's average wage at the time they go off on sick leave. This amount will be determined by averaging the employees last four (4) weeks worked prior to the start of sick leave.

An employee qualifying for E.I. sick benefits will exhaust these benefits first. Unifor will top up the sick benefits to the rate noted above. Once E.I. sick benefits are exhausted, Unifor will continue to pay at the seventy (70%) rate to the balance of sick leave to a maximum of forty-five (45) weeks total.

A trust fund will be established to provide for any sick leave payment required as a result of a delay in receiving E.I. sick benefits. Any such payment must be reimbursed to Unifor upon receipt of the delayed E.I. benefit.

Any payment lost as a result of the E.I. waiting period will be reimbursed at the rate outlined above.

The change in the structure of the sick leave plan will not impact negatively on the employee.

For those employees qualifying for employment insurance sick benefits, Unifor will supplement this benefit to seventy percent (70%) of the employee's average wage based on the employees last four weeks worked.

In addition, should there be a waiting period while on this benefits, Unifor will pay the employee seventy percent (70%) of the employee's average wage for such waiting period.

26.04 Pregnancy Leave (Maternity and Parental Leaves)

Upon written request, pregnancy leave without loss of seniority, up to a maximum of 18 months will be granted. This may consist of a combination of maternity leave, parental leave and a one week waiting period for employment insurance if there is one.

In the case of complications during pregnancy leave, up to eight (8) weeks of additional leave (sick leave) will be paid, with no loss of seniority or benefits. All insurance premiums will be covered during all leaves connected with pregnancy leave.

The employer reserves the right, however, to require an employee to stop work if the advancement of her pregnancy becomes incompatible with the requirement of the job. The employee will work with the return to work committee to find an alternative position that they can do for the time leading up to their pregnancy leave.

Employment insurance benefits will be topped up to seventy percent (70%) for the period of employment insurance maternity or parental Leave, sick leave or sick leave eligibility up to a maximum of twenty-six (26) weeks. Calculations for the top up will be done in the same manner as the top for the sick leave benefits.

26.05 Absence from Work due to Sickness

Unifor will continue to pay group insurance premiums for employees absent from work due to sickness, accident or pregnancy leave, up to a maximum of twenty-six (26) weeks; parental leave of eighteen (18) months

26.06 Medical Placement - Return to Work

Unifor agrees to fulfill their duty to accommodate all injured workers as required by law.

All accommodations will be determined by the Joint Return to Work Committee and/or the WSIB Return to Work Representative. The work must be suitable and meaningful, and may include, reduced work load or a different work assignment. Seniority rights must be respected when creating an accommodated position while preserving the human rights of the individual requiring the accommodation.

In the event Unifor is unable to provide such an accommodation, the employee will continue to receive eligible benefits until they return to work or otherwise exhaust benefits.

A written explanation will be provided to the Union as to why accommodation is not possible.

26.07 Long Term Disability

Should an employee become permanently disabled and is unable to perform any work at the Unifor Family Education Centre, a benefit of sixty percent (60%) of their wages at the time of the disability will be provided.

Less than ten (10) years of service - two (2) years benefits

Ten (10) years to fifteen (15) years of service - Four (4) years benefits

Fifteen (15) years to twenty (20) years of service - Six (6) years benefits

Twenty (20) years or greater (20+) years of service - to age sixty-five (65)
This benefit will terminate at age sixty-five (65) or upon retirement.

If Unifor determines it to be necessary, the permanent disability shall be verified by a medical specialist selected and paid for by Unifor.

Health care benefits excluding dental will be maintained per the wage replacement schedule

26.08 Life Insurance

Life Insurance for the employee	\$40,000.00
Dependent Life Insurance for spouse	\$15,000.00
Dependent Life Insurance for dependent child	\$15,000.00
Retirees' Life Insurance to age 70	\$15,000.00
Accidental Death and Dismemberment	\$50,000.00

This will confirm that employees of Unifor Family Education Centre who are laid off and return to employment with the FEC will have their life insurance coverage maintained throughout the period of lay off provided such lay off does not extend beyond one year.

26.09 Group Insurance Plan

Unifor will provide group insurance as follows:

GREEN SHIELD BENEFIT PLAN

NB: All increases below are going to be effective on the first (1st) of the month following the date of ratification.

Hours to Qualify

Employees being credited with seven hundred -eight hundred and ninety nine (700-899) in the previous calendar year will be entitled to full yearly coverage of the single plan. An employee qualifying for single coverage ONLY and requiring family coverage has the option to pay to the Unifor the difference on an ongoing monthly basis for the balance of that year.

Employees being credited with nine hundred (900) plus hours in the previous calendar year will be entitled to full yearly coverage of the single or family plan.

Note: the dental plan, on both the single and the family plan is identical.

Benefit Coverage

Qualified hours for benefit coverage will be determined on the same basis as for pension credits.

Increase for active staff only (retirees are not eligible). One thousand dollars (\$1000.00) calendar year max, with one hundred and fifty dollars (\$150.00) maximum visit for Psychologist, Social Worker/Counsellor, Master of Social Work or Psychotherapist.

Retirees, regardless of years of seniority, shall receive the current level of Green Shield coverage minus the dental benefits. The five dollar (\$5.00) co-pay (drugs) remains and the cap for drugs two thousand dollars (\$2000). The plan will cover the initial one hundred dollars (\$100.00) government fee (Ontario Drug Benefit Plan). This plan will start 3 months following ratification.

One hundred percent (100%) of the cost of breast screening thermograph exam.

Massage, chiropractor, physiotherapy, naturopath - six hundred dollars (\$600.00)

Viagra eight (8) tablets per month to a maximum of one thousand, six hundred dollars (\$1,600.00) per year subject to special authorization.

Vision care is four hundred and seventy five dollars (\$475.00) every two (2) years. Employees will be reimbursed for the cost of eye examinations.

Orthotics is four hundred dollars (\$400.00) every two (2) years.

Hearing/Audio is eight hundred and fifty (\$850.00) every four (4) years.

Mental Health

Unifor will extend benefits for permanent employees in regard to mental health services (Psychologist, Social Worker/Counsellor, Master of Social Work or Psychotherapist) who have exceeded the negotiated benefit level with the provider, upon request.

Dental

- * Your deductible is nil.
- * Your overall dental maximum is two thousand, two hundred and fifty dollars (\$2250.00) per calendar year, effective the month after ratification of this agreement and two thousand, five hundred dollars (\$2500.00) per calendar year in year three (3) of this collective agreement excluding orthodontic benefits.
- * Your lifetime maximum for orthodontic benefits is three thousand dollars (\$3,000.00), excluding preventive orthodontics.
- * Your co-insurance is one hundred percent (100%) for Basic Services and for comprehensive basic services, seventy-five percent (75%) for major restorative services and fifty percent (50%) for orthodontic services.
- * Basic Services cover: recalls once every six (6) months, other exams and full mouth x-rays every three (3) years.
- * Comprehensive basic services cover denture relines once every three (3) years.
- * Major restorative services cover dentures, crowns and bridges once every five (5) years.
- * Application lab, drug and other expenses are eligible to a maximum of sixty percent (60%) of the professional fee.

- * Your eligible claims are reimbursed at the level stated above and in accordance with the current provincial dental association fee guide for general practitioners.

Basic Services:

- * Recalls include exams, bitewing x-rays, cleanings and fluoride treatments. Complete, general or comprehensive oral exams, full mouth x-rays and panoramic x-rays.
- * Basic restorations including fillings and inlays.
- * Extractions and surgical services including general anaesthetics and intravenous sedation.

Comprehensive Basic Services:

- * Endodontic treatment including root canal therapy.
- * Periodontal treatment including scaling and/or root planning.
- * Standard denture services including relining and rebasing of dentures after six (6) months from installation plus denture adjustments after three (3) months from installation.

Major Restorative Services:

- * Dentures, complete, immediate and partial. *complete dentures are covered at one hundred percent (100%) co-insurance.
- * Crown restorations or onlays on natural teeth.
- * Repair or recementing of crowns, onlays and bridgework on natural teeth.
- * Bridges, including pontics, abutment retainers/crowns on natural teeth based on the date of the tooth/teeth extractions.

Orthodontic Services:

- * Orthodontic treatment to straighten teeth and correct the bite.
- * Subject to a usual and customary monthly cap as established by Green Shield.

Premium Payment of Provincial Health Plan (Previous letter of April 23/02)

If at any time in the future there is a change to the existing employer health tax and reinstatement of any other provincial plan (i.e. OHIP) Unifor will provide such coverage to employees as follows:

- a) Coverage will be provided for all current employees who work at least one (1) day in each calendar month.
- b) Coverage will be provided for new employees at the beginning of the month following completion of thirty (30) working days provided they are actively at work.

This coverage will remain in effect for the term of this Agreement and in accordance with the provincial legislation.

ARTICLE 27 - UNIFORMS

27.01

- a Each employee who works more than eight hundred (800) hours in a calendar year will receive on March 1st of each calendar year:
- Two (2) sweatshirt/hoodies or two (2) fleece jackets
 - Four (4) T-shirts (long or short sleeve) or scrub tops or golf/polo shirts
 - Cooks will receive four (4) chef jackets

Employees who have completed their probationary period and who work less than eight hundred (800) hours will receive on March 1st of each calendar year:

- One (1) sweatshirt/hoodies or one (1) fleece jacket
- Two (2) T-shirts (long or short sleeve) or scrub tops or golf/polo shirts
- Cooks will receive three (3) chef jackets

Employees who are newly hired will receive:

- Two (2) T-shirts (long or short sleeve) or scrub tops or golf/polo shirts
- Cooks will receive two (2) chef jackets

Any uniform article damaged during the course of work will be replaced at no cost.

- b Where safety boots, shoes, winter clothing or footwear for maintenance and conference is necessary an allowance of up to a total of two hundred dollars (\$200.00) will be provided once per calendar year when receipts are submitted. This benefit applies to employees only.
- c Slip resistant footwear for cooks and general help kitchen will be reimbursed up to eighty-five dollars (\$85.00) with receipts per calendar year. Work appropriate footwear for general help will be reimbursed up to eighty-five dollars (\$85.00) with receipts per calendar year. This benefit applies to employees only.
- d The policy of providing raincoats and hats for maintenance personnel will continue.
- e Aprons will be provided for the use of kitchen staff as required. These aprons will remain on the centre and be laundered by centre staff.

- f Calculations of hours for uniform allotment include vacation, overtime, maternity/parental leave, union business, statutory holidays, lieu days, floaters, sickness & accident plan hours, E.I. sick benefit hours. This does not include WSIB hours.

ARTICLE 28 - TOOL ALLOWANCE

28.01

- a The maintenance department will receive a one (1) time five hundred dollar (\$500) tool allowance. This allowance is for tools to be purchased required to perform job duties at the Centre. Employees entering into the maintenance department will receive the five hundred (\$500) allowance.
- b Tools will be stored in the maintenance shop and employees will be responsible for their own tools. Unifor will supply a secure storage area.
- c Any tool damaged during the course of work will be replaced at no cost to the employee.
- d When an employee leaves their employment with Unifor they will take their tools with them.

ARTICLE 29 - PAY OUTS

29.01

- a Payouts will be calculated and paid out for sick time and childcare in or around the first week in March. Payouts for vacation time and vacation bonus will be paid out in or around the first weekend in August.
- b Any remaining vacation time over twenty (20) days will be paid out and anything under twenty (20) days will be automatically banked if the employer is not notified 30 days prior to the payout date. It is understood that ten (10) of the banked twenty (20) days may be used as time off for the following year in blocks of five (5) or as individual days. The remainder of the banked days above ten (10) may not be used for time off and may only be taken as pay out for slow period.
- c Employees may elect to have payouts and bonuses paid directly to their RRSP accounts. Employees will fill out an RRSP contribution form and they will receive a cheque payable to their RRSP account.

ARTICLE 30 - CHILDCARE BENEFIT

30.01

- a An eligible employee who works more than one thousand, two hundred and fifty (1,250) hours in a calendar year will be entitled to payment for childcare benefits of up to one thousand, two hundred and fifty dollars (\$1,250.00) per year. An eligible employee who works more than one thousand (1,000) hours in a calendar year will be entitled to payment for childcare benefits of up to nine hundred and seventy five dollars (\$975.00) per year.

An eligible employee who works more than five hundred (500) hours in a calendar year shall be entitled to payment for childcare benefits of up to six hundred dollars (\$600.00) per year.

- b To be eligible for this benefit, the parent or legal guardian must provide receipts for childcare. Payment will only be made for a child or children under the age of twelve (12) and up to the age of eighteen (18) if the child is living with a disability in the calendar year preceding pay-out of this benefit. Payment will only be made to one (1) parent if both are members of Unifor Local 2458. Payment of this benefit will be made in March of each year for the preceding calendar year. Applications for this benefit must be received by February 1, the year of payout.

ARTICLE 31 - TUITION REFUND AND ASSISTANCE

31.01 Tuition Refund

- a Unifor Family Education Centre agrees to establish and administer a tuition refund program for employees covered by this Agreement. The tuition refund will reimburse employees for the cost of a course up to a maximum of one thousand dollars (\$1,000.00), and the cost of books up to two hundred dollars (\$200.00) with receipts a calendar year.

- b Unifor will reimburse the cost of writing apprenticeship program exams.

In order to be eligible for this program, approval, in writing, must be requested, in advance, by the employee to the employer. Employees will be required to submit a receipt and satisfactory evidence of successful completion of the approved course.

The following programs will be approved:

- i Courses which will improve the employee's skills on their present job. This includes courses designed to update employees in technology of their trade or occupation.

- ii Courses which relate to the next job in the logical development of an employee's career at the Centre.
- c Courses which will prepare an employee for openings that are expected to occur in the future and for which a sufficient number of qualified employees are not available.
 - i Courses taken to complete the requirements for an Elementary School Certificate or Secondary School Diploma.
 - ii Any literacy courses or courses in fundamental reading and mathematics. These include courses usually designed to teach sixth (6th) grade competence in reading, writing and numerical skills.
 - iii Any required or pertinent elective courses taken in a degree seeking program.
 - iv Courses in union education
- d The establishment, administration or terms and provisions of the tuition refund program shall not be subject to the grievance procedure.
- e Employees will be allowed to attend schooling offered at the Family Education Centre.

31.02 Tuition Assistance Program

One thousand, three hundred dollars (\$1,300.00) per child, per school year for children of Unifor members enrolled in college, university, or education institute under the age of twenty-five (25).

ARTICLE 32 - BULLETIN BOARDS & UNION ESSENTIALS

32.01 Unifor will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of union activities.

Management's memos to all members will be posted and a copy will be given to the Unit Chair.

32.02 Unifor will continue to provide the union stewards with an office, a telephone, computer with internet access and printer. Unifor further commits to provide the union stewards with the use of private meeting space for the purpose of conducting confidential interviews. Union stewards will also be permitted to use the Unifor Family Education Centre library under the same conditions as provided to participants in any of the trade

union education programs conducted at the Unifor Education Centre. Unifor will pay the cost of the basic telephone service, black ink for the printer and will continue its current practice of providing access to the photocopier.

When office equipment or furniture is surplus, the Union will be consulted first to see if any of the surplus can be used for the Union.

32.03 A copy of the work schedules will be given to the Union upon request.

ARTICLE 33 - GENERAL INFORMATION

33.01 Lockers and Change Facilities

The employer shall provide employees with their own lockers and change facilities. In addition the employer agrees to provide employees with lunch and rest facilities.

33.02 Personal Records

- a Employees shall have access to their personal records at a reasonable time. This will include access to any medical reports save and except where the employer is bound by confidentiality.
- b Unifor shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without the written informed consent of the worker each time that health information is requested.

33.03 Health and Safety

- a Unifor agrees to train two (2) health and safety representatives of the Union on the Workers Health and Safety Centre, forty (40) hours course, provided the courses are held locally and one (1) representative attends at a time.
- b Health and safety minutes will be circulated within one (1) week of joint meetings, including accident reports.
- c The use of new products/guaranteed safety procedure training prior to use.
- d All accidents and incidents that threaten the safety of employees will be subject to the Joint Health and Safety Committee investigation. Unifor agrees to comply with the provisions of the Occupational Health and Safety Act, its regulations and codes of practice in effect as of the most recent version.
- e Health and safety representative to attend the Bi-annual Unifor H&S Conference. One (1) day lost time plus conference registration will be covered by Unifor.

33.04 PEL Placement

Unifor will provide for PEL placement - twenty (20) days / year.

Any courses relating to being on a committee or for stewards will not be taken out PEL allotments. Any such courses must be discussed and agreed upon by the Director and will not be reasonably denied.

33.05 Social and Education Fund

- a A twenty dollar (\$20.00) donation will be withdrawn from the employee's pay, second (2nd) pay period in the month of June, each year to be submitted to the employee's social and education fund. Employees working less than five hundred (500) hours will only pay a ten dollar (\$10) donation.
- b The Social Committee will consist of a minimum of three (3) employees elected or otherwise selected by the membership.
- c It is agreed that Unifor Family Education Centre will pay to the Unifor Social Justice Fund one thousand dollars (\$1,000.00) per year on the anniversary date of the Collective Labour Agreement.

33.06 Remembrance Days

Unifor agrees to fly all flags at half-mast on April 28th and November 11th each year.

The Unifor FEC and the Union agree to recognize and promote awareness of the National Day of Mourning, April 28th. One minute of silence April 28th, at 11:00am each year in observance of those workers killed and injured on the job. The JHSC participates in organizing and presenting a wreath, our employees are also invited and encouraged to attend this ceremony.

33.07 Labour/Administrative Meeting

Unifor will meet semi-annually for a labour/administrative meeting. Participants will include all supervisors and four (4) others identified by the Union.

Minutes will be taken and copies will be kept by the Union and Administration.

Wages and benefits for all hours spent with regard to this committee will be paid for in full by Unifor.

33.08 Centre Closure

Unifor will advise the Union at least six (6) months in advance of any contemplated shutdown of operations that will affect the employees. Such notice shall be in writing and indicate the reason for the action.

The Union and Unifor will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

This notice does not apply when circumstances are out of Unifor's control.

33.09 Termination Allowance

a Should it be necessary to terminate any employee as a result of partial or total centre closure (This is not in effect in situations that are out of the Centre's control and where employees are expected to return work once the cause is corrected.) each employee shall be provided with the following allowances and benefits:

Less than five (5) years - two (2) weeks' pay for each year of service
More than five (5) years - three (3) weeks' pay for each year of service

b All insurance benefits covered under this Agreement will continue in full with Unifor paying the premiums for up to one (1) year.

ARTICLE 34: TERMINATION OR MODIFICATION

34.01 This agreement shall be in effect from November 1, 2022 - October 31, 2025 and, unless either party gives notice in writing to the other party within the last ninety (90) days of this Agreement that amendments are required or that the party intends to terminate the Agreement, it shall continue in full force and effect from year to year thereafter.


It is also agreed that Unifor will print an Indexed Collective Agreement for all members and the stewards will be responsible for distribution. An updated copy of the Unifor policies and procedures will be distributed at the same time.


Unifor will not sell the Family Education Centre in whole or in part, during the life of this Agreement.

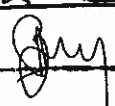
34.02 The parties hereto agree to meet for the purpose of negotiations within thirty (30) calendar days, after the giving of such notice. It is understood that the parties may, by mutual consent agree to limited extensions of this Agreement for the purpose of continuing negotiations with a view to renewal of same.

DATED IN PORT ELGIN, ONTARIO THIS ____ DAY OF NOVEMBER ^{2nd} 2023.


Unifor







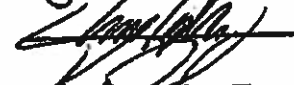


Unifor Local 2458









ARTICLE 35 - APPENDIXES

35.01 The parties hereto have mutually agreed upon the following Appendixes which are hereby annexed to and form a part of the Agreement:

- 1 Pension Plan
- 2 Employee Family Assistance Program (EFAP)
- 3 Workplace Safety & Insurance Board
- 4 Harassment Policy and Workplace Violence & Harassment Policy
- 5 Joint Environment Committee
- 6 Women's Advocate Position
- 7 Disciplinary Action - Violence against Women
- 8 Establishment of a Racial Justice Advocate and Anti-Racism Action Plan

APPENDIX 1

PENSION PLAN

Bargaining unit employees participate in the Canada Wide Industrial Pension Plan (CWIPP). The current contribution rate is \$7.665. One pension credit is granted for every one thousand, eight hundred (1800) hours worked in a calendar year.

There will be a direct fifteen cents (.15) contribution to CWIPP paid by Unifor yearly.

For those employees accumulating less than one thousand, eight hundred (1800) hours or more than one thousand, eight hundred (1800) the amount of pension will decrease and increase accordingly.

Calculation of Credited Service for Pensions: vacation, overtime, *WSIB maternity and parental, union Business, statutory holidays, lieu days, floaters (sick days, sick and/or personal hours taken), sickness and accident plan payment hours, E.I. sick benefit paid hours.

*WSIB hours calculated on hours worked by seniority.

This does not include vacation hours paid out or sick days or sick and/or personal hours paid out.

Union business calculation will be for up to one (1) year.

Unifor agrees to provide a sixty-six and two third percent (66 2/3 %) surviving spouse benefit.

Retirement Bonus

Upon retirement for qualifying employees (after age fifty-five (55)) up to the age of sixty-five (65), a one (1) time payment of seven hundred dollars (\$700.00) x credited pensionable years or the amount of ten thousand dollars (\$10,000.00) whichever is greater will be paid out to the retiring employee. Employees with less than ten (10) years of seniority will receive seven hundred dollars (\$700.00) x credited pensionable years.

Bridge Supplement

Unifor will provide ten dollars (\$10.00) per service unit/month for employees retiring between the ages of sixty (60) - sixty-five (65) until the age of sixty-five (65).

Any monies allocated from the CWIPP Plan in the past to fund the bridge will be reimbursed to the Plan.

In the future, the bridge supplement will be paid from general revenue.

Anyone wishing information on the approximate number of hours needed for a full service unit and the cost should contact administration and that information will be provided. A notice will be posted as a reminder of this clause by December 1st each year in order to allow sufficient time to remit such monies.

All participation in purchasing additional hours is voluntary, and confidential between employees and Unifor.

Plan members will be able to purchase the balance of their yearly service unit from CWIPP monies to be remitted by December 31st each year. Unifor will process these to CWIPP on the December statement remitted in January.

A cap of approximately two thousand, three hundred (2,300) hours will exist.

All cheques must be made out to the Unifor Family Education Centre and forwarded to administration who will transfer them to the payroll department. These cheques must be handed in by the beginning of January.

No employee will lose pension credits as a result of strike action of another bargaining unit employed by Unifor.

APPENDIX 2

EMPLOYEE FAMILY ASSISTANCE PROGRAM (EFAP)

Unifor and the Union recognize that alcohol and drug addiction are medical disorders which can be treated. They further recognize the social, personal and economic problems associated with them. It is in the best interest of the employee, Unifor Local 2458 and Unifor to encourage early treatment and to assist employees towards full rehabilitation.

In order to achieve this objective, the Union and the Unifor recognizes that alcoholism and drug abuse are illnesses and should be treated as such rather than as discipline problems. The individual employee will be given every opportunity to rehabilitate themselves before any decision is taken by the Unifor -Canada regarding disciplinary action.

Unifor realizes the importance of a co-operative effort between itself and the Union in this regard. It is appropriate for the Union and Unifor to review and discuss such problems, with a view to providing assistance to addicted employees, consistent with their attitudes toward the problem.

Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education to recognize and deal constructively with such problems as they arise.

Any employee who participates in this program will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance which this program may provide. Assurance will be given to any employee with an alcohol or drug problem that a request for diagnosis or treatment will not jeopardize their job rights or job security and will be handled confidentially.

To coordinate a program and to implement this policy, the Union and Unifor agree that:

- a There will be one (1) representative from Unifor and one (1) representative from Unifor Local 2458.
- b They continue to seek means to improve the overall program, utilizing education in new developments and techniques and assistance from agencies.
- c Engage in other activities (which the Unifor Local 2458 and Unifor approve) that will be beneficial to this program including prevention education.

Procedures for Case Handling

- a Unifor and the Union will always be available to consider an alcohol or drug abuse case.

- b When Unifor, through daily job contact, observes that an employee is experiencing difficulties in maintaining their job performance, Unifor will discuss the apparent difficulties with the employee. If the employee is unable to correct their job performance difficulties through their own efforts, Unifor will notify the appropriate union representative and then arrange to offer the employee confidential assistance and services that are available as outlined in the following procedures.
- c The focus of corrective interviews is restricted to the issue of job performance and opinions or judgements on alcoholism or drug use are prohibited. It must be re-emphasized that all referrals must be made on objective and factual bases rather than on any unsupported assumptions or judgements.
- d The employee(s) shall be afforded the right to have appropriate Union representative(s) present at each such interview. In all instances the Union representative(s) shall be notified that such an interview is scheduled.
- e If, following this discussion, it is determined by Unifor that corrective action must be taken a meeting shall be arranged as expeditiously as possible to:
 - (i) Give the employee a clear, positive statement pointing out all the evidence which indicates that a job performance problem is involved.
 - (ii) Explain the function of the joint program and the benefits available in detail.
 - (iii) Emphasize that help for the existing problem is covered under the program and handled on a confidential basis.
 - (iv) Remind the employee that unless their problem is identified and corrected, they are subject to existing penalties for unsatisfactory job performance and attendance.
- f If the matter cannot be satisfactorily resolved at this meeting, disposition of the matter will proceed under the existing collective bargaining contractual relations between the Union and the Unifor.

Treatment

It is recognized that representatives of Unifor and Unifor Local 2458 are not professional diagnosticians in the field of alcoholism and drug abuse. Neither are they medical experts. However, they will select and approve the qualified physicians, therapists or personnel of other treatment resources and facilities whose diagnosis and recommendations for needed treatment and rehabilitation services will be followed.

Other

Unifor shall not engage in any drug or alcohol testing.

Substance Abuse Representative

Unifor and the Union acknowledge the contribution that the Unifor Local 2458 substance abuse representative can make towards workplace education and substance abuse counselling and referral in individual substance abuse cases.

To ensure that this level of contribution continues, it is agreed that the substance abuse representative will be allowed reasonable time off where practicable at those times when an employee comes forth with a substance abuse problem to assist the employee with counselling, referrals and follow-up.

In addition, it is recognized that the substance abuse representative will be able to deal more effectively with matters related to substance abuse if they are provided with appropriate training. Therefore, Unifor will allow reasonable time off with pay to the substance abuse representative to attend courses which are mutually acceptable to both parties. Unifor will assume instruction fee costs and reasonable accommodation and meal costs associated with the taking of such courses.

Unifor Local 2458 substance abuse representative will be entitled to attend the Unifor Substance Abuse Conference. Unifor will cover the costs involved.

An Employee Family Assistance Program with confidential hotline will be established to assist employees and their families with issues that relate to substance abuse, domestic and workplace violence and similar issues. Details are available through the substance abuse representative, the union office, or the Centre Director.

The parties agree to meet semi-annually to discuss issues related to EFAP and further agree to allow the National EFAP Liaison to be invited to discuss new initiatives/issues etc. The parties further agree to meet more often should there be a requirement to do so. The Union members shall be compensated for time attending these meetings.

APPENDIX 3

WORKPLACE SAFETY & INSURANCE BOARD

An employee who is receiving WSIB benefits and, therefore, unable to work will be credited for hours worked for vacation purposes and will be paid the applicable percentage of day rate for any hours the employee would have been scheduled to work had the employee not been receiving WSIB benefits and, therefore, been able to work. Such credits, as herein provided, will be for the period the employee receives WSIB benefits and, therefore, is unable to work provided that - that period does not extend beyond two (2) years from the date of injury. Unifor agrees to continue payment of all other benefits as contained in the collective agreement for employees off work as a result of a compensable injury to the extent that the employee would have been entitled had the employee been scheduled to work during the period the employee is currently unable to work as a result of a compensable injury.

WSIB responsibilities to the unit chairperson or designate recognized to be the WSIB representative, under the same terms as it currently is with the Unit Chair.

Upon written authorization by the employee, Unifor agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's form 7 (Employers Report of Injury/Disease) preferably prior to it being sent to the Board. The Union WSIB Rep will be given the opportunity to meet with Unifor to discuss and amend, if necessary, any errors or omissions found on the Form 7.

When an employee has been cleared by their doctor to return to work from WSIB and Unifor requests that the employee see another doctor after the employee has returned to work, Unifor will pay the employee for the time involved and the cost of the doctor's visit. Should the second visit take place while the employee is still receiving benefits from WSIB, Unifor will pay for the cost of the doctor's visit and any expenses allowable under the WSIB Policy.

WSIB meetings will be held in a private room.

Sickness and Accident Repayment upon Qualifying for WSIB

In the event an employee makes application for WSIB benefits and the claim is delayed or denied, the employee may elect to proceed to sick leave benefits. Should that be the case, the employee must sign a waiver which will be deposited with the Workplace Safety and Insurance Board authorizing WSIB to pay back the sick leave program for any monies paid should WSIB ultimately pay benefits.

APPENDIX 4

HARASSEMENT POLICY

Unifor Family Education Center is committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace (including customers, clients, other employers, supervisors, workers, and members of the public, as applicable). The workplace harassment program applies to all workers including managers, supervisors, temporary employees, students and subcontractors.

1. Workplace Harassment

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment.

2. Workplace Sexual Harassment

Workplace sexual harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making the

solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Reasonable action taken by the employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

3. Workplace Violence

The management of Uniform Family Education Center is committed to the prevention of workplace violence and is ultimately responsible for worker health and safety. We will take whatever steps are reasonable to protect our workers from workplace violence from all sources.

The OHSA defines workplace violence as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker. It also includes an:

- attempt to exercise physical force against a worker in a workplace, that could cause physical injury to the worker; and a
- statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker [section 1].

This may include:

- verbally threatening to attack a worker;
- leaving threatening notes at or sending threatening e-mails to a workplace;
- shaking a fist in a worker's face;
- wielding a weapon at work;
- hitting or trying to hit a worker;
- throwing an object at a worker;
- sexual violence against a worker;
- kicking an object the worker is standing on such as a ladder; or
- trying to run down a worker using a vehicle or equipment such as a forklift.

The definition of workplace violence is broad enough to include acts that would constitute offences under [Canada's Criminal Code](#). See [Section 4.3](#) of this guide for more information on the role of police.

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to visitors, clients, delivery persons and volunteer. Everyone is expected to uphold this policy and to work together to prevent workplace violence.

There is a workplace violence program that implements this policy. It includes measures and procedures to protect workers from workplace violence, a means of summoning immediate assistance and a process for workers to report incidents, or raise concerns.

Unifor Family Education as the employer will ensure this policy and the supporting program are implemented and maintained. All workers and supervisors will receive appropriate information and instruction on the contents of the policy and program.

Supervisors will adhere to this policy and the supporting program. Supervisors are responsible for ensuring that measures and procedures are followed by workers and that workers have the information they need to protect themselves.

Every worker must work in compliance with this policy and the supporting program. All workers are encouraged to raise any concerns about workplace violence and to report any violent incidents or threats. Management pledges to investigate and deal with all incidents and complaints of workplace violence in a fair and timely manner, respecting the privacy of all concerned as much as possible.

The workplace harassment policy should be consulted whenever there are concerns about harassment in the workplace.

4. Reporting Workplace Harassment

a. How to Report Workplace Harassment

Workers can report incidents or complaints of workplace harassment verbally or in writing. When reporting verbally, the reporting contact, along with the worker complaining of harassment will fill out the complaint form.

The report of the incident should include the following information:

- Name(s) of the worker who has allegedly experienced workplace harassment and contact information
- Name of the alleged harasser(s), position and contact information (if known)
- Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
- Details of what happened including date(s), frequency and location(s) of the alleged incident(s)
- Any supporting documents the worker who complains of harassment may have in his/her possession that is relevant to the complaint.
- List any documents a witness, another person or the alleged harasser may have in their possession that are relevant to the complaint.

b. Who to Report Workplace Harassment to

An incident or a complaint of workplace harassment should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner.

Report a workplace harassment incident or complaint to the department supervisor or the Unifor harassment investigation committee. If the worker's supervisor or reporting contact is the person engaging in the workplace harassment, contact the Center Director or Unit Chair. If the employer (e.g. owner, senior executive, director) is the person engaging in the workplace harassment, contact the Unit Chair or Unifor Local 2458 President. (Note: The person designated as the reporting contact should not be under the direct control of the alleged harasser.)

The Unit Chair (Chief Steward) and local 2458 representative shall be notified of the workplace

harassment incident or complaint so that they can ensure an investigation is conducted that is appropriate in the circumstances. If the incident or complaint involves the owner, senior executive or, an external person qualified to conduct a workplace harassment investigation who has knowledge of the relevant workplace harassment laws will be retained to conduct the investigation. All incidents or complaints of workplace harassment shall be kept confidential except to the extent necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

5. Investigation

a. Commitment to Investigate

Unifor Family Education Center will ensure that an investigation appropriate in the circumstances is conducted when the employer, human resources, a manager or supervisor becomes aware of an incident of workplace harassment or receives a complaint of workplace harassment.

b. Who will Investigate and Timing of the Investigation

The Unifor Family Education Center Joint Anti-Harassment Committee will ensure all complaints are reviewed and addressed in a timely manner. Pending on the seriousness and nature of each complaint, Unifor Family Education Center will agree to involve both Local 2458 and the National Office to assist with any particular incidents.

The investigation must be completed in a timely manner and generally within 90 days or less unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

c. Investigation Process

The person conducting the investigation whether internal or external to the workplace will, at minimum, complete the following:

The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation. The investigator should remind the parties of this confidentiality obligation at the beginning of the investigation.

The investigator must thoroughly interview the worker who allegedly experienced the workplace harassment and the alleged harasser(s), if the alleged harasser is a worker of the employer. If the alleged harasser is not a worker, the investigator should make reasonable efforts to interview the alleged harasser.

The alleged harasser(s) must be given the opportunity to respond to the specific allegations raised by the worker. In some circumstances, the worker who allegedly experienced the workplace harassment should be given a reasonable opportunity to reply.

The investigator must interview any relevant witnesses employed by the employer who may be identified by either the worker who allegedly experienced the workplace harassment, the alleged harasser(s) or as necessary to conduct a thorough investigation.

The investigator must make reasonable efforts to interview any relevant witnesses who are not employed by the employer if there are any identified.

The investigator must collect and review any relevant documents. The investigator must take appropriate notes and statements during interviews with the worker who allegedly experienced workplace harassment, the alleged harasser and any witnesses.

The investigator must prepare a written report summarizing the steps taken during the investigation, the complaint, the allegations of the worker who allegedly experienced the workplace harassment, the response from the alleged harasser, the evidence of any witnesses, and the evidence gathered. The report must set out findings of fact and come to a conclusion about whether workplace harassment was found or not.

d. Results of the Investigation

Within 10 days of the investigation being completed, the worker who allegedly experienced the workplace harassment and the alleged harasser, if he or she is a worker of the employer, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the employer to address workplace harassment.

e. Confidentiality

Information about complaints and incidents shall be kept confidential to the extent possible. Information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless disclosure is necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on-going, the worker who has allegedly experienced harassment, the alleged harasser(s) and any witnesses should not to discuss the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

All records of the investigation will be kept confidential.

f. Handling Complaints

If you are found guilty of harassment or breach the confidentiality as described in this policy the penalty may include discipline and suspension, up to and including termination.

6. Record Keeping

The employer (human resources or designated person) will keep records of the investigation including:

- a copy of the complaint or details about the incident;
- a record of the investigation including notes;
- a copy of the investigation report (if any);
- a summary of the results of the investigation that was provided to the worker who allegedly experienced the workplace harassment and the alleged harasser, if a worker of the employer;

- a copy of any corrective action taken to address the complaint or incident of workplace harassment.

All records of the investigation will be kept confidential. The investigation documents, including this report should not be disclosed unless necessary to investigate an incident or complaint of workplace harassment, take corrective action or otherwise as required by law.

Records will be kept for 7 years.

Workplace Harassment (Bill 168 OHSA)

Unifor Family Education Center is committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace (including customers, clients, other employers, supervisors, workers and members of the public, as applicable).

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment. Workplace sexual harassment means:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Reasonable action taken by the employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment. Workers are encouraged to report any incidents of workplace harassment to the appropriate person. Management will investigate and deal with all complaints or incidents of workplace harassment in a fair, respectful and timely manner. Information provided about an incident or about a complaint will not be disclosed except as necessary to protect workers, to investigate the complaint or incident, to take corrective action or as otherwise required by law. Managers, supervisors and workers are expected to adhere to this policy, and will be held responsible by the employer for not following it. Workers are not to be penalized or disciplined for reporting an incident or for participating in an investigation involving workplace harassment.

If a worker needs further assistance, he or she may contact Unit Chair/ Chief Steward, JHSC or health and safety representatives or the Human Rights Legal Support Centre.

Anti-Bullying Policy

Unifor Family Education Center and Unifor Local 2458 considers workplace bullying unacceptable and will not tolerate it under any circumstance.

Workplace bullying is deliberate or reasonably to be known, psychological and/or personal harassment. It is any negative behaviour that is consistently repeated, systematic and

persistently directed towards an employee or group of employees with the intent to intimidate, offend, degrade or humiliate.

Unifor Family Education Center and Unifor Local 2458 believe all employees should be able to work in an environment free of workplace bullying. Managers and supervisors must ensure employees are not bullied.

Unifor Family Education Center and Unifor Local 2458 have grievance and investigation procedures to deal with workplace bullying. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially and impartially.

Unifor Family Education Center and Local 2458 encourage all employees to report workplace bullying. Managers and supervisors must ensure employees who make complaints, or witnesses are not victimized.

Disciplinary action will be taken against anyone who bullies employees and/or coworkers. The scope of this policy includes guests, contractors, delivery persons, and all personal that have reason to be on site.

APPENDIX 5

JOINT ENVIRONMENTAL COMMITTEE

The Union representation on this committee shall be one member chosen by the Union. Unifor will have one member as well.

This Committee shall:

Meet twice per year at a mutually agreeable time and place to review and discuss issues involving the environment, recycling and energy conservation at the Centre. The Union member shall be compensated for time attending these meetings.

Discuss and make recommendations regarding future programs for the centre concerning the environment, recycling and energy conservation.

Promote and support ongoing programs at the Centre relating to the environment.

Receive and discuss appropriate issues referred to them by the employees and the Unifor.

Develop and issue education materials to the employees and their families concerning the environment, recycling and energy conservation.

Where the centre conducts environmental testing, i.e.; soil, air, noise, water, the results will be provided to the Joint H & S Committee.

Unifor will allow the Union member of the Joint Environmental Committee to attend the bi-annual Unifor Environmental Conference. One (1) day lost time plus conference registration will be covered by Unifor.

WOMEN'S ADVOCATE POSITION

Unifor Local 2458 and the Unifor Family Education Centre recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason Unifor Local 2458 and the Unifor Family Education Centre agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, to discuss problems and refer them to the appropriate agency when necessary.

The Unifor Family Education Centre agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, Unifor Family Education Centre will provide access to a private office, as required, so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

Unifor Local 2458 and the Unifor Family Education Centre will develop appropriate communications to inform female employees about the advocacy role of Women's Advocate providing contact numbers to reach the Women's Advocate.

The Women's Advocate will participate in an initial forty (40) hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

The Unifor Family Education Centre agrees to pay for lost time, registration costs, lodging, meals, and other reasonable expenses where necessary, to attend training.

The parties agree to meet semi-annually to discuss issues related to Women's Advocate and further agree to allow the Director of the Women's Department and Senior Director for Equity and Education to be invited to discuss new initiatives/issues etc. The parties further agree to meet more often should there be a requirement to do so. The Union members shall be compensated for time attending these meetings.

APPENDIX 7

DISCIPLINARY ACTION - VIOLENCE AGAINST WOMEN

Unifor and the Union note that the rising incidence of violence or abuse, notably violence against women and how this may affect the employee's attendance or performance at work.

Unifor agrees that where there is adequate verification from a recognized professional (doctor, lawyer, professional counsellor, etc.) provided to Unifor, an employee who is subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by Unifor and the Union unless required by law to produce.

An employee who is absent from work because they are staying in an emergency shelter will be paid by the employer for their first day of absence.

APPENDIX 8

ESTABLISHMENT OF A RACIAL JUSTICE ADVOCATE AND ANTI-RACISM ACTION PLAN

1. In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate at each facility covered by this agreement.
2. A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.
3. The Unifor Local Union President is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.
4. A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized workers whose role in the workplace will include:
 - Listening;
 - Providing support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence;
 - Assisting with racial justice initiatives;
 - Promoting access to community culturally appropriate services;
 - Working with facility leadership to develop, implement and monitor an anti-racism action plan that is aligned with both Company and Union anti-racism and equity strategies;
 - Networking with allied organizations and local community partners.
5. Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the union, if in agreement, will submit a leave of absence request for approval by the Director of the Family Education Centre and such approval shall not be unreasonably withheld.

6. The parties agree to meet semi-annually to discuss issues related to Racial Justice Advocate and further agree to allow the National to be invited to discuss new initiatives/issues etc. The parties further agree to meet more often should there be a requirement to do so. The Union members shall be compensated for time attending these meetings.

Recognition of March 21 - the International Day for the Elimination of Racial Discrimination

1. The Parties agree to recognize March 21 as the International Day for the Elimination of Racial Discrimination.
2. On each occasion, the Parties agree that at 11:00 a.m., each facility covered by this agreement will observe one minute of reflection in recognition to re-affirm the joint commitment to end racism.


Letter of Understanding
Between
Unifor (the "Employer")
AND
Unifor Local 2458 on behalf of bargaining unit
employees of Unifor Family Education Centre at Port Elgin (the "Union")

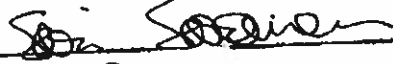
Re: QUALIFYING HOURS LOST DUE TO A LABOUR DISPUTE

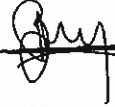
If another bargaining unit employed by Unifor - Canada engages in strike action and, as a result of such strike action, a member of Unifor Local 2458 does not accumulate sufficient hours to qualify for health care coverage and it is shown that such member would have worked sufficient hours to qualify; such hours will be credited to them.

DATED IN PORT ELGIN, ONTARIO THIS ____ DAY OF NOVEMBER 20, 2023.


Unifor




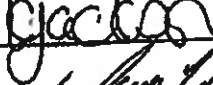





Unifor Local 2458









**Letter of Understanding
Between
Unifor (the "Employer")
AND
Unifor Local 2458 on behalf of bargaining unit
employees of Unifor Family Education Centre at Port Elgin (the "Union")**

Re: Benefits

WHEREAS the Employer and the Union are bound to a collective agreement (the "Collective Agreement");


AND WHEREAS in unforeseen circumstances that are out of the control of Unifor (such as COVID) all employees who qualified for benefits during the calendar year and who subsequently fail to qualify due to an unforeseen circumstance


NOW THEREFORE the parties agree as follows:

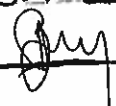
The Employer will continue to provide benefit coverage to all Affected Employees who were qualified to be entitled to such benefits during the calendar year. The coverage of the benefits will be based on what Affected Employees were eligible for in the previous year.

DATED IN PORT ELGIN, ONTARIO THIS 2nd DAY OF NOVEMBER 2023.

Unifor







Unifor Local 2458

