

# **COLLECTIVE AGREEMENT**

Between:

**WINDSOR ESSEX COUNTY  
ASSOCIATION OF REALTORS®**

- And -



**UNIFOR AND IT'S LOCAL 2458**

**Effective from January 1, 2022 to and including December 31, 2024**

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## **ARTICLE 1 - PURPOSE**

- 1:01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to establish mutually satisfactory hours, wages, and working conditions for employees covered by this Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2:01 The Employer recognizes the Union as the sole bargaining agent for all employees employed by the Windsor-Essex County Association of REALTORS® (WECAR), save and except Supervisors and persons above the rank of Supervisor, the Confidential Secretary to the Executive Officer and Summer Students.
- 2:02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union, either individually or collectively, which may conflict with the provisions of this Agreement.
- 2:03 No one excluded from the Bargaining Unit shall work on any jobs normally exclusively performed by Bargaining Unit persons, which will reduce the normal hours of work of any regular employee or that would limit the size of the Bargaining Unit.

[For purposes of clarification, this clause does not apply to contracting out.]

## **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3:01 (a) Nothing in this Agreement shall be deemed to restrict the Employer in the performance of all functions of management, except as specifically abridged or modified by the terms of this Agreement, or to formulate and enforce such rule for the conduct of its business and its employees as it deems necessary, provided they do not contravene specific provisions of this Agreement.

In exercising the management functions and in administering this agreement the Employer shall act in a manner consistent with the Agreement as a whole.

- (b) Without restricting the foregoing, the Union recognizes the right of the Employer to:
- i) maintain order, discipline, and efficiency;
  - ii) hire, discharge, transfer, classify, promote, demote and discipline employees, provided that a claim that a seniority employee has been discharged or disciplined just cause reasonable: cause may be subject of a grievance and dealt with in the manner provided in this Agreement.
  - iii) Probationary employees may be disciplined or discharged for a lesser reason or basis which the Employer in its sole discretion may determine, the exercise of which discretion shall not be the subject of a grievance under Article 10 or arbitrable under Article 11. Provided that such

discretions shall not be applied in a manner that are in bad faith or in violation of the Ontario Human Rights Code.

#### **ARTICLE 4 - UNION SECURITY**

- 4:01 The Employer agrees that as a condition of employment all present and new employees become and remain a member in good standing of the Union upon completion of their probationary period.
- 4:02 The Employer shall deduct from each employee within the Bargaining Unit, from the first pay of each calendar month, the monthly dues that are levied by the Union in accordance with its constitution and by-laws. In addition the Employer agrees to deduct the sum of one dollar (\$1.00) from the September wage of each member of the Bargaining Unit for the Union Benevolent Fund. - It shall be a condition of remaining in the employment of the Employer that each employee authorize the Employer to make such deductions on a form as follows:
- 4:03 The amount of such dues shall be certified to the Employer by an authorized officer of the Union. In the event of a change of such amounts, not less than fourteen (14) days notice shall be given to the Employer.
- 4:04 The dues deducted from the pay of the employee, together with a record of those whose pay deductions have been made shall be remitted by the Employer to the Union not later than the 20th day of each month for the month in which they are deducted: Such records shall also include a monthly brief explanation (e.g. employment terminated, leave of absence, etc.) regarding each employee from whom dues have not been deducted.
- 4:05 Union dues deducted will be included on employee T4 slips;
- 4:06 The Employer shall furnish the Union every month with the names of new employees and their classification, names of employees whose employment has been terminated, the names of employees who have completed their probationary period, names of employees laid off changes in any classification of employees, and the names of employees and their appointments made under the job posting procedure or otherwise.

#### **ARTICLE 5 - UNION INTERVIEWS**

- 5:01 During the term of this Agreement, the Employer agrees to furnish the Union with a written list of all new employees not later than thirty (30) calendar days from hiring.
- 5:02 The Employer agrees to permit a Representative or Representatives of the Union to interview each employee who has completed his probationary period for a period of ten (10) to twenty (20) minutes during such employees' regular working hour, at a place in the Employer's premises at a time mutually convenient to the Employer and the Union Representative. The Employer shall instruct the Department Heads concerned, to notify the employees concerned, of such place and time the interviews are to be conducted and permit the employees concerned to attend the interview with no loss of wages.

Should the Chairperson or Committeeperson conduct the interview, they too shall be permitted time off for the purpose of conducting the interview with no loss of wages.

## **ARTICLE 6 - UNION COMMITTEEPERSON/NEGOTIATION/GRIEVANCE COMMITTEE**

- 6:01 The Employer acknowledges and recognizes the right of the Union to appoint, elect or otherwise select a committee of not more than two (2) persons (in addition to the President or his/her designate, which committee shall be called the Union Committee, one of whose members shall be the Chairperson, who are authorized to represent the employees in discussions and dealings with the Employer contemplated by the provisions of this Agreement in connection with grievances which may properly arise out of the administration of this Agreement. Any or all members of the Union Administration Committee shall also serve on the Grievance Committees. Only one person (Chairperson) shall attend bargaining. The Union agrees to notify the Employer in writing of the names of the members of the committee and any changes therein.
- 6:02 The Employer acknowledges and recognizes the right of the Union to enlarge the Union Administrative, Grievance and/or Negotiating Committee at any time by the addition of a Representative of Unifor and its Local 2458, who are not members of the Bargaining Unit when dealing with the Employer.
- 6:03 It is agreed that meetings between the Employer and the Union Committee called at the request of either party will normally be held during regular working hours, unless otherwise mutually agreed. The Employer upon proper notification shall grant representatives of the National/Local Union entry to the workplace. Such request shall be facilitated in a timely manner.
- 6:04 The Union Committee shall have the right at any time to have the assistance of a Union Representative of Unifor and its Local 2458 in all Union - Employer relations. Such Union Representative shall have access to the Real Estate Association premises, at a time mutually arranged, to discharge such duties as a representative of the Union.
- 6:05 The Employer will compensate such employees at their regular rate of pay for the time spent during normal working hours for the time spent on servicing employee grievances/complaints, up to arbitration, as defined by the Collective Agreement, including negotiations.
- 6:06 The Employer shall make available to the Union, within a reasonable time following request in writing, if the information is available, information required by the Union relating to the proper administration of the Collective Agreement.
- 6:07 An employee, or the President of the Union or his designate, with the written authority of the employee, shall be entitled to review the disciplinary record portion of employee's personnel file if it is required to facilitate the investigation of a grievance.

## ARTICLE 7 - NO DISCRIMINATION

- 7:01 In accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against employees with regard to any term or condition of employment because of race, creed, colour, age, sex, sexual orientation, marital status, family status, ethnic origin, ancestry, place of origin, citizenship, record of offences, handicap, or religion.
- 7:02 There shall be no discrimination against or intimidation of any employee for reasons of Union Membership or for Union activity or for exercising of rights found in the labour laws of Ontario.
- 7:03 Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

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

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

### 7:04 **Filing a Complaint**

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

- request a stop of the unwanted behaviour;
- inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;



- document the events, complete with times, dates, location, witnesses and details;
- report the incident to the Supervisor/Committee person or other Union representative.

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

### **Investigation**

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

A formal investigation of the complaint will then begin by the Joint Committee, which will interview the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

### **Resolution**

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

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

### **Right to Refuse**

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

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

The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All employees share the right to file a complaint with the Ontario Human Rights Commission and to seek redress under the Human Rights Code. All documentation is to be secured in a location agreeable to parties.

### **Training**

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

### **Violence Against Women**

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures. It is agreed that this paragraph further recognizes that violence is not exclusive to women and that all genders may experience violence and that they will be supported in the same way as this paragraph allows.

A Joint Committee consisting of 2 representatives each from the Company and the Union, will be formed to deal with harassment and discrimination issues.

## **ARTICLE 8 - EMPLOYEE RIGHTS**

- 8:01 Employees shall not be required to do work of a personal nature which is not connected with the operation of the Employer.
- 8:02 The Employer shall make available to the Union, on request, and if available, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classifications, information related to welfare plans etc.

## **ARTICLE 9 - DISCHARGE AND DISCIPLINE**

- 9:01 No employee in this Bargaining Unit shall be discharged without just cause.
- 9:02 An employee is entitled to be accompanied by a Union Representative when interviewed in the course of a disciplinary investigation. The time and place of such meeting shall be established by mutual agreement of the parties. In the event the parties cannot mutually agree, the Employer will establish the time and place of such meeting allowing sufficient time for the employee to secure a Union Representative. In any event not more than five (5) days will be provided for such purpose.



9:03 A claim by an employee that she/he has been unjustly suspended/discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee within five (5) days after the employee has received his/her discharge notice. Such grievance will be taken up at a special meeting with the Administrator or designate at Step 2 of the Grievance Procedure.

9:04 In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed:

The employee shall be notified in writing of the: action/or penalty, with a copy to the Chairperson of the Union Committee.

9:05 In the event the Employer is dissatisfied with the work of an employee and corrective discussion has not resolved the problem, the Employer shall notify the employee in writing of the dissatisfaction concerning his/her work within ten (10) working days, (with the exception of Bookkeeper, twelve (12) months), of the incident giving rise to the complaint, with copies to the Chairperson of the Union Committee. This notice shall include the particulars of work performance which led to the complaint. If this procedure is not followed, such complaint shall not become a part of an employee's record.

9:06 The record of an employee shall not be used against them at any time after twelve (12) months, (with the exception of Bookkeeper, twenty four (24) months), following any disciplinary action, it being understood that a Union Committee Member may, be present at the time any disciplinary action is taken.

For the purpose of clarification, the Employer confirms that employees will only be progressively disciplined within the twelve (12) month (with the exception of Bookkeeper, twenty four (24) months), period for similar offences. This shall not in any way limit the right of the Employer to terminate an employee for a culminating incident.

9:07 An employee shall, upon written request, be granted the opportunity to review his/her personal file.

9:08 An employee, subject to discipline, including verbal warnings, shall have the right to the presence of a Union Committee Member or designate.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

10:01 Definition: For the purpose of this Agreement, "Grievance" is defined as any difference, dispute, claim, or complaint between the Real Estate Association and any seniority employee or the Union involving the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable or a case where the Employer has acted improperly or unjustly.

10:02 A seniority employee who has a complaint shall first take the matter up with his/her Supervisor within seven (7) days of the employee becoming aware of the circumstances

of the complaint. The employee at their request may be accompanied by a Committee member. The Supervisor shall provide a verbal response within two (2) working days from the date the complaint was brought to the Supervisor's attention. The complaint may then be taken up as a grievance in the following manner:

**Step 1**

The employee concerned shall submit his/her grievance in writing to her Supervisor within ten (10) days after receiving the verbal response from the Supervisor. The Supervisor shall deliver her decision in writing to the employee concerned within two (2) days after the date on which she received the employee's written grievance as herein before provided and a copy of such decision shall be delivered to the Chairperson of the Union Committee and a copy of such decision shall be mailed to the Union office on the same date.

**Step 2**

If the written decision of the Supervisor is not satisfactory to the employee concerned, the employee concerned may appeal the written decision of the Supervisor to the Executive Officer or his/her designate within five (5) days after the date on which the employee concerned received the written decision of the Supervisor. The Executive Officer or his/her designate shall convene a meeting with the Union Committee and the employee concerned within five (5) days after the date on which the Executive Officer received the written appeal. The purpose of this meeting shall be to discuss and consider the grievance. The Executive Officer or his/her designate shall deliver his decision in writing to the Chairperson of the Union Committee within three (3) days after the date of the meeting, and a copy of such decision shall be mailed to the Union Office on the same date.

**Step 3**

Should no settlement satisfactory to the employee be reached at Step 2, the aggrieved employee may, within ten (10) days of receipt of the decision of the Executive Officer or his/her designate, refer the matter to Arbitration in accordance with the Arbitration procedure set out in Article 11 of the Collective Agreement.

10:03 In the case of a grievance alleging improper discharge of any seniority employee employed within the Bargaining Unit, the discharged employee shall submit his/her grievance in writing to the: Executive Officer or his/her designate within five (5) days after the date of her discharge. The Executive Officer or his/her designate shall convene a meeting with the Union Committee and the discharged employee within five (5) days after the date on which the Executive Officer received the written grievance. The purpose of this meeting shall be to discuss and consider the grievance. The Executive Officer shall deliver his/her decision in writing to the Chairperson of the Union Committee within three (3) days after the date of the meeting and a copy of such decision shall be mailed to the Union office. If the written decision of the Executive Officer is not satisfactory to the Union Committee, the grievance may be taken to Arbitration in accordance with Article 11 of this Agreement.

10:04 A Union Committeeperson shall be given permission to leave his/her work for a reasonable length of time when it is necessary to address a complaint with management, and such permission shall be granted within a reasonable period of time.

10:05 The Union may bring forward a policy grievance relating to the interpretation, application, administration, or alleged violation of this agreement, where the interpretation, application, administration or alleged violation affects the Bargaining Unit as a whole. A policy grievance shall commence at Step 2 of the grievance procedure.

## **ARTICLE 11- ARBITRATION**

11:01 Where a difference arises between the parties to this Agreement relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, subject to Article 10 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration. The notice shall be delivered by the party desiring to submit the difference or allegation to arbitration to the other party within ten (10) days after the date on which the Chairperson of the Union Committee received the written decision of the Executive Officer. The notice shall contain a list of three (3) suggested Arbitrators. The recipient of the list may accept one (1) of the suggested Arbitrators or in turn submit his own list of three (3) suggested Arbitrators within ten (10) days of the receipt of such notice. If the parties fail to agree on an Arbitrator, the matter may be referred to the Ministry of Labour who shall appoint one. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employees affected.

11:02 The Arbitration Board shall make such decision as it may in the circumstances deem just and equitable but the Board shall not be authorized to alter, modify or amend any of the provisions of this Agreement or to substitute any new provisions for any existing ones, nor to make any decision inconsistent with the terms and provisions of this Agreement.

11:03 Each party shall bear the fees and expenses of its Appointee to the Arbitration Board and the fees and expenses of the Chairman shall be shared equally by both parties.

11:04 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11:05 No matter maybe submitted to Arbitration which has not been properly carried through the Grievance Procedure.

11:06 By mutual agreement the parties may use a panel of arbitration instead of a single Arbitrator and Article 11:01 shall be amended as follows: the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the Notice shall within ten (10) days inform the other party of the name of its Appointee to the Arbitration Board. The two (2) Appointees so selected shall, within twenty (20) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the Notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment may, at the written request of either party, be made by the Minister of Labour for Ontario upon request of either party.

11:07 The abandonment or settlement of a grievance shall not be a bar to future or concurrent grievance or grievances on a same or similar fact, unless agreed.

## **ARTICLE 12 - LAYOFF AND RECALL**

12:01 The Employer shall give each employee in the Bargaining Unit who has acquired seniority, and who is to be laid off for a period of two (2) weeks or more, written notice of lay off in accordance with the Employment Standards Act.

12:02 In all other cases of lay off, the Employer shall give each employee in the Bargaining Unit who has acquired seniority one (1) week's notice, provided, however, such notice shall not be required if the lay off occurs because of emergencies - for example, fire, power failure, Act of God, or equipment breakdown or any other condition beyond the reasonable control of the Employer.

12:03 The following provisions shall govern layoff and recall of employees where the lay off notice is for a period of two (2) weeks or more:

- (i) In the event of a layoff employees with the least seniority within the classification in which the layoff takes place shall be laid off first, providing that the employees who remain on the job then have the ability to perform the work;
- (ii) An employee laid off pursuant to subparagraph (1) shall have the options of accepting the layoff, or shall have the right to displace any less senior employee within any classification where the laid off employee has the ability and qualifications to perform the work of that position and requires no more than thirty (30) days training/orientation.
- (iii) Any person displaced through this procedure shall themselves be entitled to utilize the procedure.
- (iv) An employee who suffers a reduction of hours shall be considered laid off for the purposes of this Article.

12:04 Where a position or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in 12:03 above, in order of their seniority.

Employees who retain seniority shall be recalled to positions other than positions from which they were laid off in order of seniority provided the employee has the qualifications; skill and ability to perform the work without further training beyond an orientation of a duration not exceeding that which would normally be provided to newly hired employees.

12:05 No new employee shall be hired in the classifications in which a lay off has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed in this Article, have been given the opportunity to return to work.

- 12:06 A copy of any lay off notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.
- 12:07 The Employer agrees to meet with the Union on request for the purpose of discussing the method of implementation of a lay off and recall.
- 12:08 No full time or part time employees in a classification will be laid off while temporary or probationary employees are employed.
- No full time employee within the Bargaining Unit shall be laid off by reason of his/her duties being assigned to one or more part time employees.
- 12:09 An employee who is recalled but cannot report for work on the day specified due to illness or injury shall be deemed to be on sick leave, provided she produces to the employer a medical certificate or other satisfactory evidence conforming the illness or injury. Thereafter the employee shall be returned to work upon proof of being fit to return. The Employer may recall the next senior employee to fill the vacancy resulting from the application of this article.
- 12:10 An employee with seniority may, if possible under the terms and conditions of the applicable insurance benefits policy, continue to pay the full premium cost of a benefit or benefits for up to twelve (12) months following the end of the month in which the lay off occurs. The employee must advise the Employer their intention at the time of lay off. Such payments must be made to the Employer by cheque prior to the commencement of the month. If an employee does not provide the appropriate payments (as may be adjusted from time to time) prior to the beginning of the month, the coverage will be terminated and the Employer will be under no obligation to restart the coverages.

### **ARTICLE 13 - PROBATION PERIOD AND SENIORITY**

- 13:01 Institutional seniority shall be defined as length of service in the Bargaining Unit with the Employer from the date of hiring and seniority rights shall be established after completion of the probation period defined in Article 13:02.
- 13:02 A new employee of the Employer shall be considered a "probationary employee" until he or she has worked sixty (60) days, consecutive or intermittent, in a six (6) month period for full-time employees, and in a twelve (12) month period for part-time employees. The name of any such employee, who after completion of the probationary period continues to be employed, shall be added to the seniority lists as of the date sixty (60) working days prior to the date upon which the employee attained seniority.
- 13:03 It is a condition of this Agreement that the discharge or lay off of a probationary employee or employees during the probationary period shall not be a subject of a grievance herein.

During the probationary period, the employer will assess the performance, abilities and suitability of the newly hired employee. When the Employer has concerns regarding the



performance, abilities or suitability of the employee, those will be shared with such employee.

13:04 Part-time seniority shall be based on date of hire as in 13:02 above.

13:05 In the event that an employee in the part time Bargaining Unit transfers into a full time Bargaining Unit position, or vice versa, such employee shall be placed on the applicable seniority list reflecting their seniority as calculated in accordance with 13:02. However, in the cases where seniority is used to calculate entitlement to vacation days or rate of vacation pay, or other monetary benefits, the seniority of such an employee transferring from part time to full time shall be pro-rated based on the ratio of part time hours worked to full time hours to establish such entitlement.

13:06 The Employer agrees to post a copy of the seniority list showing the employee's name, date of hire, and seniority as per Article 13 hereof, on the first day of May of each year. A copy of the above document will also be forwarded to the Union office on the same date.

#### **ARTICLE 14 - LOSS OF SENIORITY**

14:01 The seniority and employment of an employee shall terminate if:

- (a) the employee resigns, retires or quits;
- (b) the employee is discharged and is not reinstated pursuant to the grievance or arbitration procedures as provided in this Agreement;
- (c) the employee is laid off for a period in excess of thirty-six (36) months;
- (d) the employee fails to report for work as scheduled upon termination of leave of absence, vacation, or suspension, without notifying the Employer, unless such was not reasonably possible;
- (e) the employee fails to report for work in accordance with notice of recall which is clear in intent and purpose or within five (5) working days after mailing of such notice whichever is later, unless a satisfactory reason is given to the Employer;
- (f) an employee fails to return to work, on the date arrived at in (e) above; without notifying the Employer, unless such was not reasonably possible.

#### **ARTICLE 15 - BULLETIN BOARDS**

15:01 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.



## **ARTICLE 16 - JOB POSTINGS**

- 16:01 In order to ensure employees are given the opportunity to interdepartmental transfer or promotions, the Employer agrees to comply with the following procedures:
- (a) The Employer shall post all vacancies or new jobs which come within the scope of this Agreement in the following manner.
  - (b) The Employer shall post the position on the bulletin boards where all full time and part time employees may see them for a period of not less than seven (7) working days.
  - (c) Employees who may be interested in such positions shall have the right to apply for such vacancies or new jobs within the posting period, and the position or positions will be filled from the applicants received on the basis of institutional seniority, provided the successful applicant(s) have the skill, ability and qualifications to do the job.
  - (d) Should none of the applicants be qualified and able to perform the necessary duties the Employer may hire from outside the Bargaining Unit.
- 16:02 The parties recognize that job opportunity and security should increase in proportion to the length of service. It is therefore agreed that in all cases in filling job vacancy, transfer, lay off, and recall after lay off, senior employees shall receive preference, provided they have the skill, ability and qualifications to do the job.
- 16:03 Within thirty (30) days of assuming the posted position an employee may return to their previous position if the employee so requests, or should the employee prove to be unsatisfactory in the position, management may transfer the employee back to the position he previously held prior to the job posting.
- 16:04 Employees who have accepted a job posting and who revert back or who are returned to their former position either voluntarily or have been proven unable to perform the necessary duties, shall lose no seniority and shall retain all rights and privileges afforded to them in their previous classification.
- 16:05 Copies of all job postings together with the names of the applicants, their seniority date, current classification and the name of the successful applicant for the vacancy, shall be sent to the Chairperson and to the President of the Union at the same time the vacancy is filled. Should the senior applicant not be the successful applicant, the notice to the Union and the Chairperson shall also include the reasons why the senior applicant was not chosen to fill the vacancy.

## **ARTICLE 17 - JOB SECURITY**

- 17:01 The Employer agrees to notify the Union in advance of any technological changes or reductions in staff the Employer has decided to introduce which will affect employees within the Bargaining Unit.

- 17:02 The Employer also agrees to discuss technological changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned. For the purpose of this Article, a "technological change" is defined as the introduction by the Employer of equipment or methodology that will significantly change the manner in which the Employee carries on work.
- 17:03 Where new or greater skills are required by employees affected by a technological change, such employee will be provided with a reasonable period of training to assist them in acquiring the skills necessitated by the technological change. The Employer will be responsible for the cost of such training including lost wages (if the training occurs during regular working hours) and benefits.
- 17:04 The Employer agrees that at no time prior to December 31, 2013, will Bargaining Unit employees be laid off or suffer a loss of hours of work, or reduction in rate of pay as a result of the contracting out of work currently performed by the Bargaining Unit to third party contractors. Nothing in this letter of understanding restricts the Employer's rights to reduce staff for other reasons, including, but not limited to Members loading their own listings onto the MLS computer system.

## **ARTICLE 18 - UNION/EMPLOYER MEETINGS**

- 18:01 A Labour/Management Committee shall be formed consisting of management staff and two (2) members of the Union Committee.
- 18:02 The purpose of the Committee is:
- To provide a means of communicating ideas or changes in policy;
  - To promote harmonious, relationships between management and labour,
  - To provide a means whereby problems or concerns can be discussed and resolved to mutual satisfaction.
- 18:03 The committee shall meet at least once every quarter or more frequently as requested by either party. The party requesting such a meeting shall supply an agenda of the matters to be discussed to the Executive Officer and a meeting will be called within twenty-one (21) days.

## **ARTICLE 19 - JOB CLASSIFICATIONS**

- 19:01 When a job is to be established, or an existing job is altered, which cannot be properly placed in an existing classification by mutual agreement, the management will temporarily establish a classification and rate. Written notification of the temporary rate and classification will be furnished to the Union President.

The new rate and classification shall be considered temporary for a period of thirty (30) working days following the date of notification of the Union President or his/her designate.

During this period, the Union President may request the Employer to negotiate the rate and classification for the newly established job. The negotiated rate if higher than the temporary rate shall be retroactive to the date the new job was established.

If no request has been made by the Union President to negotiate the rate or classification within the thirty (30) day period, the temporary rate and classification shall become part of this Agreement.

If the Union and the Employer cannot agree on the new rate and classification, the disputed rate and/or classification may be referred to arbitration pursuant to Article 11. If the Arbitrator sets a new rate, higher than the temporary rate, it shall be applied retroactive to the date of the establishment of the temporary rate and classification. It is specifically agreed that the Arbitrator will have no authority to alter or modify the existing rates and classifications when acting pursuant to this article.

19:02 Subject to Article 21:07, employees who may be temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the higher wage rate of the higher rated classification. Nothing in this agreement shall prevent the Employer from cross training employees. Furthermore, this clause has no application with respect to Article 12:03 of the Collective Agreement.

## **ARTICLE 20- HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS**

20:01 It is agreed that the normal and recognized hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week consisting of five (5) seven and one-half (7.5) hour days. For full-time employees, the work week shall be deemed to commence at 12:01 a.m. on Monday of each week. The normal hours of work shall be exclusive of the unpaid lunch period.

20:02 (a) (i) Employees shall be paid one and a half (1½) times their regular rate of pay for all authorized hours worked in excess of seven and one half (7½) hours in a day and for all authorized hours worked on Saturdays, or equivalent time off. Employees will be paid two (2) times their regular rate of pay for all authorized hours worked on Sundays, or equivalent time off.

(ii) It is understood that lieu time will be granted at one and a half (1½) hours for each one (1) hour overtime worked except that lieu time will be granted at two (2) hours off for each hour worked on Sunday. These hours will be put into a bank of hours so that the employee may draw from them to bring their weekly pay up to thirty-seven and a half (37½) hours. It is further understood that the employee must have the hours in his/her bank at the time he/she wishes to draw on them.

(iii) In the event a surplus of hours are accumulating in the employee's bank, the employee may request lieu time off at a time mutually agreeable between the Employer and the employee, or the employee may request a cash pay out.

(b) Employees who are required to work two (2) hours or more of overtime at the conclusion of their regularly scheduled shift shall be permitted a fifteen (15) minute rest period at the conclusion of their regularly scheduled shift.

(c) An employee who is required to report for work outside his/her regular schedule of hours shall be paid a minimum of four (4) hours at his/her regular straight time, or the actual hours worked at the appropriate premium payment, whichever is greater.

20:03 If an employee is excused from work on account of illness or injury during any day or days prior to the completion of his/her scheduled work week such days shall be considered as time worked for the purpose of computing the employees entitlement for overtime pay.

20:04 The Employer agrees to use its' best efforts to ensure that all overtime be distributed equally among employees in the same department in the same classification and in the same position.

20:05 The Employer further agrees to give employees four (4) hours notice whenever they are requested to work overtime, provided that in the case of emergency or in such cases where the operation of the Employer are such that no notice can reasonably be given, such notice shall not be required.

20:06 Seniority employees who report for scheduled work but for whom no work is available shall be paid four (4) hours at their regular straight time rate, provided they have not been notified not to report for work.

20:07 The Employer agrees to pay, effective from the date of ratification a weekend (Saturday/Sunday) premium of twenty cents (20¢) an hour for all hours worked on Saturday and/or Sunday.

20:08 The premium pay herein provided in clause 21:07 shall not be included as part of the hourly rate of any employee for the computation of overtime pay, and there shall be no pyramiding of premium, overtime or holiday pay.

20:09 The Employer and the Union recognize there may be a need for overtime beyond the normal scheduled hours for good business purposes and will work together in trust of that fact and agree that overtime is voluntary in nature. The right to decline overtime work may be exercised only by each employee acting separately and individually and not intended to restrict the operations of the Employer.

## **ARTICLE 21 - PAID HOLIDAYS**

21:01 The Employer will recognize the following paid holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition, each employee shall be entitled to two (2) additional paid holiday days per year, to be taken on a day mutually agreeable to the Employer and the employee.

21:02 The Employer will follow the Employment Standards Act unless the Collective Agreement allows for a higher benefit.

21:03 Employees who are authorized to work and who actually do work on any of the holidays referred to in 22:01 hereof, shall be paid at double time (2x) their regular straight time plus their holiday pay mentioned above.

21:04 In the event that any of the holidays named above fall during an employee's vacation period, the employee shall receive the said holiday pay prescribed in clause 22:01 hereof in addition to his/her vacation pay entitlement. If the holiday falls within the employee's vacation period, he/she may elect to receive an additional day's vacation in lieu of the additional pay for the holiday. He/she may elect to extend his/her vacation by one day in lieu of the additional pay for the holiday, provided he/she has notified the employer of his/her intention prior to the vacation, unless another day has been mutually agreed upon in advance.

21:05 Hours paid for a holiday as per this article shall be counted as hours worked when computing overtime hours.

## **ARTICLE 22 - VACATIONS**

22:01 An employee shall indicate to the Employer in writing his/her preferred vacation time prior to March 1 of each contract year. Employees shall be granted their preferred vacation time in order of seniority, provided the Employer is able to maintain the necessary personnel to carry on its efficient and normal operations. Vacations shall not be taken in blocks of less than one week without the permission of the Employer. Such requests shall not be unreasonably denied

22:02 Vacation allowance on termination will be pro-rated according to full entitlement.

22:03 Vacation entitlement and the rate of vacation pay shall be as follows:

- (a) Employees having less than twelve (12) months service as previously defined shall be paid vacation pay equivalent to four percent (4%) of their gross earnings.
- (b) Employees having twelve (12) months service up to and including three (3) years service as previously defined shall receive ten (10) days vacation with pay.
- (c) Employees having four (4) years service up to and including eight (8) years service as previously defined shall receive fifteen (15) days vacation with pay.
- (d) Employees having nine (9) years service up to and including fourteen (14) years service as previously defined shall receive twenty (20) days vacation with pay.
- (e) Employees having fifteen (15) years service up to and including nineteen (19) years service as previously defined shall receive twenty-five (25) days vacation with pay.



- (f) Employees having twenty (20) years service or greater as previously defined shall receive thirty (30) days vacation with pay.

A day of vacation pay shall be determined by calculating seven and one half (7½) hours pay at the employee's regular hourly rate.

22:04 For purposes of the within article, length of service shall be determined as being that shown on the seniority list.

22:05 Proportionate vacation pay shall be paid to employees on their termination of employment through resignation or retirement. The estate of any employee shall be paid the proportionate vacation pay for any employee who dies while employed by the Employer.

22:06 (a) Where an employee's scheduled vacation is interrupted due to a serious illness, the period of such illness shall be considered sick leave.

(b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

(c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits, provided the employee provides medical evidence of the illness and/or hospitalization.

22:07 For the purpose of calculating vacation entitlement, service with the Employer shall include the following:

- (a) Lay-offs;
- (b) Approved leaves of absence;
- (c) Absence because of illness or injury;
- (d) Scheduled days off;
- (e) Vacation and paid holidays.

## **ARTICLE 23 - LEAVES OF ABSENCE**

23:01 Leaves of absence for personal reasons without pay for good and valid reasons may be granted by the Executive Officer, or his delegate. Any person who is absent with such permission shall not lose any seniority rights during such absence, subject to Article 22:07 above. Such employee shall be reinstated to the same position held by the employee prior to his/her leave of absence provided the leave of absence was for no longer than six (6) months. Requests for such leave shall be made in writing two (2) weeks in advance of the proposed leave, provided however that the provision for advance notice shall be waived in cases of emergency.



**23:02 Union Leave**

It is mutually agreed that the Employer will grant a leave of absence without pay for Union business to an employee covered by this Agreement. Such leave of absence shall not exceed eight (8) days per year. Additional leaves of absence requested may be granted at the discretion of the Employer, providing that the operations of the business would not be unduly affected.

Any employee elected or appointed to a full-time position in the Local Union of the National Union Unifor, will be granted a leave of absence by the Employer for the full duration of their term of office or appointment.

**23:03 Pregnancy Leave/Parental Leave/Adoption Leave**

Pregnancy, parental and adoption leaves shall be granted in accordance with the terms and conditions of the Employment Standards Act, R.S.O. 1990 as amended from time to time. Employees who qualify for a pregnancy, parental or adoption leave will receive a ten percent (10%) top up on their EI benefits, paid for by the Employer. The Employer will post such a vacancy pursuant to Article 16 of this Agreement.

Copies of the provisions of the Employment Standards Act will be available upon request from the Executive Officer.

**23:04 Compassionate Leave**

- (a) (i) Seniority employees shall be entitled to five (5) days leave of absence with five (5) days pay in the event of a death in the employees immediate family, that is, the death of the employee's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, stepfather, stepmother, stepchild, grandparent or grandchild. For the purposes of this Article, "spouse" shall be defined as the employee's current husband, wife, common-law spouse or a partner of the same sex. Such leave of absence shall be taken surrounding the date of death or the date of the funeral at the discretion of the employee.
- (ii) Seniority employees shall be entitled to three (3) days leave of absence with pay surrounding the date of death or the date of the funeral at the employee's discretion, for brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepsister or stepbrother.
- (b) In order to qualify for the foregoing leave, employees must supply proof by way of doctor's certificate or newspaper clipping, if requested.
- (c) In the event a seniority employee requires additional time off for compassionate leave, the Employer may, at its discretion grant up to an additional leave without pay.
- (d) The Employer agrees to make every effort possible to allow employees a one (1) day leave of absence without pay to attend the funeral of people other than those defined herein.

**23:05 Jury & Witness Duty**

If a seniority employee is required to serve as a juror or is subpoenaed as a witness, the Employer agrees to pay to the employee the difference between the money received for acting as a juror or as a witness, to be evidenced by productions of Court payment, and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee would have received if he had not been required to serve as a juror or as a witness and had worked his normal shift, provided that this clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay.

**23:06 Sick Leave**

The Employer will provide each seniority employee with nine (9) sick days per year. Sick days may not be carried forward from year to year. Unused sick days will not be paid out.

Employees will be entitled to use one (1) day or seven and one half (7½) hours of their sick day allotment in each calendar year for use in whole or in part for the purpose of attending personal appointments.

**23:07 Medical Certificates**

All medical certificates/doctors notes required from employees will be paid for by the Employer.

**ARTICLE 24 - HEALTH AND WELFARE**

24:01 The parties agree to list the benefits in the Collective Agreement. See Schedule "B" attached.

**ARTICLE 25 - MILEAGE ALLOWANCE**

25:01 The Employer shall pay employees a mileage of sixty cents (60¢) per kilometre when employees, at the request of the Employer, use their personal vehicles on company business. If at any time the mileage rate for the Ontario Real Estate Association exceeds a rate of higher than sixty cents (60¢) per kilometre, the Employer agrees to match the higher rate.

**ARTICLE 26 - WAGES**

26:01 The wages for the term of this Agreement shall be as set out in Schedule "A" hereto, forming part of this Agreement.

**ARTICLE 27 - DURATION AND TERMINATION**

27:01 This Agreement shall commence on the 1 day of January, 2022 and expire on the 31 day of December, 2024.

**ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY ACT**

28:01 The parties agree to be bound by the provisions of the Occupational Health & Safety Act, R.S.O. 1990, as amended from time to time.

**ARTICLE 29 - NO STRIKES/LOCKOUTS**

29.01 The Union and the Employer agree that there will be no strikes or lock-outs as defined in the Labour Relations Act during the term of this Agreement.

**ARTICLE 30 - SEVERANCE PAY**

30:01 In the event an employee is terminated as defined in the Employment Standards Act, the employee shall be deemed eligible for severance pay in the amount of two (2) weeks per full year of service.

**ARTICLE 31 – PENSION PLAN**

31:01 The Employer shall contribute three percent (3%) of all gross regular earnings into an employee R.R.S.P. account for each employee. This amount may be matched by the employee.

DATED AT WINDSOR, ONTARIO THIS \_\_\_\_ DAY OF 03/11/24, 2024

WINDSOR ESSEX COUNTY  
ASSOCIATION OF REALTORS\*

UNIFOR AND ITS LOCAL 2458

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Authentic  
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## SCHEDULE "A" - CLASSIFICATIONS & WAGES RATES

### Wages

Classification	January 1, 2022 5%	January 1, 2023 4%	January 1, 2024 3%
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<b>Bookkeeper/Administrative Assistant</b>			
Start	\$23.43	\$24.37	\$25.10
12 months	\$24.14	\$25.11	\$25.86
2 years	\$25.23	\$26.24	\$27.03
<b>All Other Classifications</b>			
Start	\$20.19	\$21.00	\$21.63
12 months	\$21.69	\$22.56	\$23.24
2 years	\$23.16	\$24.09	\$24.81

Part Time Float (not calculated as there is none in position at this time. Should there be a Part Time hired, they will follow the same wage increase calculations in each step as above.

## SCHEDULE "B" - BENEFITS

The Employer shall pay 100% of the following benefits associated premiums:

- a) Group Life Insurance - \$50,000.00 each employee, A.D. & D. - as per Schedule of Losses;
- b) Weekly Indemnity - for maximum of 17 weeks;
- c) Long Term Disability - 85% of gross monthly earnings;
- d) Prescription – Great-West Life - \$1.00 deductible - Plan Y8;
- e) Extended Health Services – Great-West Life, Plan Y8;
- f) Semi-private – Great-West Life, Plan D;
- g) Audio – Great-West Life, Plan H9;
- h) Paramedical – Great-West Life, Plan Y8;
- i) Vision – Great-West Life, Plan 7, \$350.00 every 24 months. Eye exams every twenty-four (24) months;
- j) Dental – Great-West Life, Plan CM, \$25.00 deductible per year;
- k) Travel Benefits – Great-West Life, Plan QK

## **LETTER OF UNDERSTANDING #1**

Job descriptions which may exist from time to time are not to be interpreted as restrictive, but are for the guidance of employees and management. Nothing contained in any job description shall restrict management's right to assign work as it deems necessary to meet the Employer's needs and utilize its workforce in an efficient and productive manner. In particular, the Union recognizes that technological and methodology changes may result in the restructuring of job functions. Further, in regards to technological and methodology changes, the provisions of Article 17.02 shall prevail.

## **LETTER OF UNDERSTANDING #2**

The Employer agrees that at no time will Bargaining Unit employees be laid off or suffer a loss of hours of work, or reduction in rate of pay as a result of the contracting out of work currently performed by the Bargaining Unit to third party contractors. Nothing in this Letter of Understanding restricts the employees right to reduce staff for other reasons, including, but not limited to Members loading their own listings, onto the MLS computer system.

The Employer shall make every effort to maintain current employment levels and agrees that in exploring ways to maintain current employment levels that such efforts shall not be restricted to work currently or traditionally performed by Bargaining Unit members.

## **LETTER OF UNDERSTANDING #3 - PAID EDUCATION LEAVE**

The Employer agrees to pay five hundred dollars (\$500.00) during the first year of the agreement to Unifor Paid Education Leave Fund.

## **LETTER OF UNDERSTANDING #4 - RETROACTIVITY**

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

The Employer shall be responsible for contacting employees who have left the employ of the Employer in writing at their last known address to advise them of their entitlement to any retroactive wage adjustment. Copy of such notices shall be provided to the Union Chairperson. Such employees shall have a period of sixty (60) days only, from the date of posting by the Employer in which to claim any retroactive adjustment.

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



## **LETTER OF UNDERSTANDING #5 - VACATION/ILLNESS/LEAVE OF ABSENCE RELIEF**

The Employer agrees to provide a Letter of Understanding that the workload of the employees shall be considered in determining whether a vacancy will be filled.

## **LETTER OF UNDERSTANDING #6 – WORKLOAD FOR ALL “OTHER CLASSIFICATIONS”**

During bargaining, the Employer laid out the need for one person in the “All Other Classifications” to have to work a full forty (40) hour work week. The Employer also explained the financial hardship that this would create based on the current language in Article 20:02 (a) (i). To this end, the parties have agreed that the Employer will post the new job requirement, including the required hours of work within the “All Others Classification”. The successful applicant must possess the required job skills along with the ability to be scheduled for forty (40) hours of work per week in order to be considered. It is agreed that this Letter of Understanding will not relinquish the Employer of the current language in Article 20:02 (a) (i) for all other persons in the Bargaining Unit.

## **LETTER OF UNDERSTANDING #7 – CO-OP STUDENTS**

During 2021 bargaining the parties agreed to the use of Co-Op Students under the following principles and rules.

1. Co-Op Students may be allowed to work along side the employees for the purpose of training.
2. These Co-Op Students will not be allowed to replace Unifor Local 2458 members who are off for any reason.
3. Co-Op Students will not pay Union dues nor will they gain seniority for the purposes of the benefits of the CBA.
4. Co-Op Students will not be allowed at work unless there are Unifor Local 2458 at work.
5. Should there be any proven deviations from these stated and agreed to rules without prior agreement of both parties, the Union reserves the right to cancel this agreement with one months notice to the employer.

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