

COLLECTIVE AGREEMENT

Between:

WINDSOR WOMEN WORKING WITH IMMIGRANT WOMEN

(Hereinafter referred to as the “Company”)



UNIFOR
theUnion | lesyndicat

-And-

UNIFOR AND ITS LOCAL 240

(Hereinafter referred to as the “Union”)

April 1, 2026 to March 31, 2029

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this agreement:

- (a) To enhance relations between The Windsor Women Working with Immigrant Women, Windsor, Ontario and the Union and its members.
- (b) The Employer and the Union jointly affirm that every employee in the workplace shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.
- (c) The general purpose of this agreement is to establish and maintain collective bargaining relations between The Windsor Women Working with Immigrant Women, Windsor, Ontario and its Employees, and to provide the machinery for prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and other conditions of employment for all Employees who are subject to the provisions of this agreement.

ARTICLE 2 – RECOGNITION

2.01 The Windsor Women Working with Immigrant Women, Windsor, Ontario recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, and this Agreement will pertain to all its hourly and salary employees in the bargaining unit.

The word “Employee” as used in this agreement means all current and future Employees of The Windsor Women Working with Immigrant Women, Windsor, Ontario save and except, Managers, Accountant, Human Resources/Office Coordinator and persons above the rank of Manager.

The word “Employer” as used in this agreement means The Windsor Women Working with Immigrant Women, Windsor, Ontario.

The Employer will negotiate at all times necessary in the manner provided herein, with the chosen accredited representatives of the Union, for the purpose of determining any disputes which may exist, or which may arise as to wages, hours of work, and working conditions.

The Employer agrees that it will not exercise its management rights to restrict or limit the rights of its employees herein granted.

Any changes in the rules and regulations affecting the employees will be communicated to the committee before being put into effect.

2.02 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit except in the following circumstances.

- (a) The purposes of instruction or training;
- (b) When bargaining unit employee(s) are not available in an emergency situation. An emergency for this purpose will be deemed to be an unscheduled absence of two days or less, for which there are no qualified bargaining unit employees available to cover it.
- (c) To handle unforeseen client demand, provided that the act of performing the aforementioned operations in itself does not reduce the scheduled hours of work of any employee.

Scheduled breaks and scheduled absences do not constitute unforeseen client demand.

2.03 The Employer shall not contract out or contract in any work usually performed by members of the bargaining unit.

2.04 The Employer will provide the Union with a list of the names of its Managers.

2.05 It is agreed that the word “employee” or “employees” wherever used in this Agreement shall be deemed to refer only to a current or future employee or employees in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and vice-versa, where the context so requires.

Unless specifically stated otherwise, any reference to the word “day” or “days” shall be deemed to mean working days which excludes Saturday, Sunday and holidays in this Collective Agreement.

Unless specifically stated otherwise, work week shall be deemed to mean Monday through Friday, which excludes Saturday, Sunday and holidays in this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges and recognizes the exclusive function and right of the Employer to supervise, manage and control its operations and without limiting the generality of the foregoing to:

- (a) determine and establish standards and procedures for the care, welfare, safety and comfort of the clients of The Windsor Women Working With Immigrant Women, and to plan and control the work of the employees and the operations of the Employer;
- (b) maintain order, efficiency, and in connection therewith, to establish and enforce reasonable rules and regulations to be observed by the employees provided that they are not inconsistent with the terms of this agreement and will be communicated to the Union in advance of such implementation

- (c) hire, transfer, direct, recall, promote, demote, classify, assign duties, layoff, discharge, suspend, or otherwise discipline employees for just cause, provided that such may be subject of a grievance and as dealt with hereinafter provided;
- (d) The Employer will not exercise its managements rights to limit or restrict the rights of its employees herein expressly granted.
- (e) Exercise its management rights, decisions and actions for sound operations of the business made in good faith and not in an arbitrary or discriminatory manner.
- (f) It is agreed and understood that these rights shall be exercised in a manner consistent with the terms of this Agreement.
- (g) Establish standards of performance, procure and control supplies, material products and produce, determine the extension, limitation, curtailment or cessation of operations.

ARTICLE 4 – UNION SECURITY

4.01 As a condition of continued employment, all present employees covered by this Agreement shall become and remain members of the Union at the signing of this Agreement and all new employees covered by this Agreement shall become and remain members of the Union.

All Union dues will be deducted by the second pay period of the month following the month for which dues are being paid. All dues and initiation fees deducted must be remitted to the Local Union Secretary Treasurer, no later than the 10th of month following the month in which dues are deducted, along with a list of names and the amount of each deduction.

The Employer will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

The Secretary Treasurer of the Local Union will notify the Employer of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.

4.02 Any and all persons performing bargaining unit work will be required to pay Union dues with the exception of persons defined in Article 2.02 and Letter of Understanding #1.

4.03 Total of Union dues to be included on Employee T-4 slip.

4.04 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of the Union dues in accordance with this agreement.

The monies referred to in this article are to be held in trust by the employer until remitted in accordance as above.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 (a) The Employer and the Union agree to abide by the terms and conditions set forth under the Ontario Human Rights Code and any further amendments thereto.
- (b) There shall be no discrimination, interference, restraint or coercion by or on behalf of the Employer regarding any employee because of membership in the Union. The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not, on Employer time, conduct or attempt to conduct Union activities except as herein expressly provided.

ARTICLE 6 – NO STRIKE OR LOCKOUT

- 6.01 There shall be no strikes or lockouts so long as the operation of this Agreement shall continue or be deemed to continue.
- 6.02 Strikes or lockouts are to have the meaning as defined in the Ontario Labour Relations Act.

ARTICLE 7 – REPRESENTATION

- 7.01 (a) The Employer acknowledges the right of the Union to elect or appoint from the Union members, a unit committee composed of three (3) members. One (1) member of the committee should be designated as the Chairperson and the Employer will recognize the said committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of this agreement.
- (i) An alternate committee person shall be allowed to act when any of the regular committee persons are absent.
- (b) The Chairperson or designate of the committee shall be permitted to investigate grievances or complaints.
- (c) Committee persons will be allowed to consult with the chairperson of the unit committee regarding a grievance with permission from their manager.
- (d) A National Representative(s) and/or local Union representative(s) may be present and participate in any meetings between the union committee and the Employer, and the Employer likewise may have any representative(s) of its choosing attend such meeting.
- (e) The Union recognizes that members of the union committee have regular duties to perform in connection with their employment and such members will not leave their regular duties before obtaining permission from their manager. In addition, the Union recognizes that all other members of the bargaining unit

have regular duties to perform in connection with their employment, and such members will not leave their regular duties for the purpose of consulting with members of the Union committee before obtaining permission of their manager. Such requests will not exceed thirty (30) minutes, unless additional time is mutually agreed upon by both parties. Such permission shall not be unreasonably withheld. The Employee and the union committee member shall advise their manager upon their return. The Employer will compensate such members for time spent in processing grievances or complaints during their regular scheduled working hours up to but excluding the arbitration process.

- (f) The Union agrees to supply the Employer with the names of the chairperson and committee persons and to keep such list up to date at all times.
- (g) Permission will be granted for balloting on Employer premises for election of committee persons and local elections at times and locations mutually agreed upon by the parties. Such balloting will be conducted on breaks/lunches and/or before or after the employee's scheduled shift.
- (h) The Union and members of the Union shall not on Employer time, conduct Union activities, except as in this Agreement expressly provided, nor shall Union meetings of any kind be held at any time on the Employer's premises without the prior consent from the Executive Director.
- (i) The Employer agrees to supply the Union with their own locked filing cabinet at a mutually agreed location within six (6) months from the date of ratification.

In order to facilitate an orderly and confidential space to conduct union business, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary onsite facilities for the grievance meetings.

- (j)
 - (i) The Employer will grant time taken to attend the monthly local executive meeting for Local 240 of Unifor in accordance with Article 14. Such time is non-cumulative.
 - (ii) The Employer will pay one hundred percent (100%) of the Committee's regular wages for up to three days spent in negotiating of the renewal of this contract.

Parties agree that to pay for one (1) day for preparation time for negotiations.

- (k) Union/Management meetings between the Employer representatives and the union committee for discussion of matters other than grievances, shall be called when agreed upon.

Matters proposed to be discussed at any such conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party not less than five (5) working days before the time for which the conference is

arranged. A National Representative and/or Local Union Representative may be present at such conference. Committee persons will not lose pay while attending such conferences.

- (l) The Employer shall continue to pay the lost time of employees for the union activities indicated in (a), (b), (c), (d) and (e) of this article as prescribed.
- (m) Any lost time that is not prescribed to be paid by the Employer under this article the Employer will continue to pay the affected employees wages and will bill the union immediately for all associated costs for the lost time. Human Resources must be copied on all approved requests, so that the billing can occur.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Any employee who has a complaint regarding the application, interpretation and administration of the collective agreement shall discuss with their Manager prior to filing a grievance. If it cannot be resolved by discussion, the following procedure applies:

There shall be a discussion between the Union Representative and the Human Resource Representative or their designate in order to resolve the issue.

8.02 **Step 1**

The grievance will be submitted in writing to the Human Resource Representative or their designate within five (5) working days of either the affected employee or the Union becoming aware of the circumstances giving rise to the grievance.

The Human Resource Representative or their designate shall deal with the grievance and render their decision thereon, not later than the fifth (5th) working day after receipt.

8.03 **Step 2**

If the decision of the Human Resource Representative or their designate is not accepted, the union may appeal in writing to the Executive Director or their designate through the Chairperson or their designate within five (5) working days after delivery of the Human Resource Representative decision in Step 1 above.

If the grievance is appealed to this step as provided above, it shall be placed upon an agenda for consideration at a mutually agreed upon meeting between representatives determined by the Employer and the Union Chairperson or designate, National representative and/or Local Union representative. The agenda, if any, shall be given to the Executive Director and a meeting held within five (5) working days after receipt of the agenda from the Union. The Employer's decision shall be rendered to the Chairperson or designate in writing within five (5) working days of the meeting.

8.04 In the case of a group grievance, a minimum of two (2) employees will sign the grievance and will be filed at Step 1.

- 8.05 If the Union so requests, the grievor shall be entitled to be heard at the meeting provided that in the case of the group grievance only one (1) of the group shall be so entitled.
- 8.06 If the Employer Representative decision is not satisfactory to the Union, the grievance may be appealed to the arbitration process as provided for in Article 9 of this agreement.
- 8.07 A policy grievance may be lodged by the chairperson directly into Step 2 within five (5) working days of either the affected employee(s) or the Union becoming aware of the circumstances giving rise to the grievance. Thereafter the procedure set out above shall apply.
- 8.08 For the purpose of the grievance and arbitration procedure time limits, the expression "working days" shall be deemed to mean working days which excludes Saturday, Sunday and holidays in this Collective Agreement.
- 8.09 An Employer grievance may be lodged by any member of management directly to Step 2 within (5) five working days of the Employer becoming aware of the circumstances giving rise to the grievance. Thereafter, the procedure set out above shall apply with the parties roles reversed as necessary.
- 8.10 Time limits set out in this Article may be extended by mutual consent, in writing, by both the Employer and the Union.

ARTICLE 9 – ARBITRATION

- 9.01 (a) Failing settlement, within the twenty (20) working days of the Employer Representative decision referred to in Article 8, either party may notify the other of its intention to submit the grievance to arbitration in writing.

Prior to the grievance being arbitrated, mediation may be used to settle the grievances on the consent of both parties.

The party giving notice shall also notify the designated Arbitrator. Both parties agree that the following Arbitrators shall be used to arbitrate grievances.

1. Colin Johnston
2. Ted Crljenica
3. Laura Trachuk

Alternatively, the party invoking arbitration may appeal to the Ministry of Labour to have an Arbitrator appointed.

Arbitrators shall be designated in numerical order. When an Arbitrator is not available within one hundred and twenty (120) calendar days or any other time

limit mutually agreed to by the parties, they will be by-passed in favour of the next Arbitrator in numerical order.

- (b) The arbitrator shall not alter, add to, subtract from, modify, amend or disregard any provision of this agreement. This shall not prevent him/her from setting aside or modifying a penalty which he considered to be unjust or unreasonable.
- (c) All decisions of the arbitrator arrived at in accordance with the provisions of this agreement shall be final and binding upon the Employer, the Union and all persons concerned.
- (d) Each party to this Agreement shall pay one-half (½) of the fees and expenses of the arbitrator and/or mediator as the case may be.
- (e) In the event of an appeal to an arbitrator under this Article, a full-time official or representative of the Union or the National Union will, on request made to the Employer Representative or their designate, be permitted to view the workplace operation which is to be the subject of review by the arbitrator in the hearing before him/her on such appeal.
- (f) Time limits set out in this Article may be extended by mutual consent, in writing, by both the Employer and the Union.

ARTICLE 10 – ADMINISTRATION OF DISCIPLINE

10.01 When an employee is called to an interview by management, for the purpose of investigating the alleged misconduct of that employee, the chairperson or designate will be present.

10.02 When discipline (verbal, written warning, suspension and discharge) is to be imposed by the Employer said discipline shall be imposed within ten (10) working days of the infraction or within (10) working days of when the employer becomes aware of the infraction. These time limits may be extended by a written agreement of both parties.

10.03 A disciplined employee who wishes to file a grievance on the discipline imposed, they shall file a grievance in accordance with Article 8 and such grievance will commence in accordance to Step 1 of the grievance procedure.

If a suspended or discharged employee wishes to file a grievance on the discipline imposed, they shall file a grievance in accordance with Article 8 and will commence in accordance with Step 2 of the grievance procedure. The procedure in this section applies equally to a grievance lodged by a group of employees.

Unless the conduct of the employee requires the immediate removal, the employee who is to be suspended or discharged, will have the opportunity to meet with their Union representative prior to leaving the employer's premises for up to fifteen (15) minutes.

10.04 When a notice of discipline is issued (verbal, written warning or suspension) it will remain on the employee's file for twenty-four (24) months from the date of issuance.

At the expiration of the time period stated above, the disciplinary notice shall not be used in any future disciplinary action or grievance.

ARTICLE 11 – SENIORITY/LAYOFF

11.01 Excluding Students, new part time and full time employees hired shall be considered probationary until they have completed a period of four hundred and fifty (450) hours worked or one (1) year from the date of hire, whichever comes first.

Supply Staff shall be considered probationary until they reach 450 hours for the intent of management to evaluate their performance.

11.02 A seniority list of part time and full time employees shall be maintained by the Employer and shall show the seniority date of each employee, which will be updated quarterly.

11.03 A separate seniority list for Supply employees shall be maintained by the Employer and shall show the seniority date of each employee, which will be updated quarterly.

Upon completion of their probationary period, supply employees will appear on the seniority list by their hire date

11.04 In the event that a Supply Employee should become a full time or part time employee, such employee's name will be removed from the Supply Seniority list and will be added to the part time and full time seniority list. Such employees shall be credited with all accrued seniority to the date of them securing a job under Article 12 (Job Posting) in accordance with the following formula:

All hours worked since date of hire divided by 1950 will equate to years of service.

11.03 When an employee is laid off, the Employer will notify the Chairperson of the Committee in writing.

11.04 An employee, will be retained on the seniority list during layoff and accumulates seniority during such period. (subject to Loss of Seniority Clause 11.05(f)).

11.05 Loss of Seniority

The seniority rights and employment of an employee shall cease for any of the following reasons:

- (a) If an employee quits their employment or retires;
- (b) If an employee is discharged and such discharge is not reversed through the grievance procedure;

- (c) If an employee fails to return to work within three (3) consecutive scheduled working days after being notified by the Employer by registered mail, or any other means of delivery requiring a signature for evidence of receipt, to the last known address of the employee shown on the Employer's records unless the employee provides a reasonable written excuse for such failure;
- (d) If the employee is absent for more than three (3) consecutive working days after the expiration of any leave of absence granted to them, unless the employee presents a reasonable written excuse;
- (e) If the employee is absent for more than three (3) consecutive working days without notifying the Employer unless they provides a reasonable written excuse for such failure to notify;
- (f) If a seniority employee is laid off outside of the workplace for longer than twelve (12) months.
- (g) If the employee works for another employer while absent from employment with the Employer due to WSIB, sickness or injury or a leave of absence, unless the Employer grants permission in writing to perform such other work.

11.06 For the purposes of this Article, reasonable excuse shall not be interpreted as refusal to accept a position for which the employee is qualified.

11.07 When an employee is absent due to an illness or injury covered by the Workplace Safety and Insurance Board and is declared able to return to modified work and work is available within the employee's restrictions, the Employer and the Union agree that such employee may be placed on any job that the WSIB and the employee's doctor determines is within their capacity, provided it does not conflict with the job posting or seniority procedures of the Collective Agreement, and subject to the Human Rights Code and WSIB legislation. Such employee, however, will be laid off in accordance with their seniority should a layoff occur.

11.08 Seniority lists will be revised, maintained by the employer and posted in one location in the workplace, on or about April 1st and October 1st of each year.

A copy of the list shall be provided upon request to the Union chair.

11.09 A seniority list will be posted upon ratification. If an employee does not challenge the position of their name on the seniority list within thirty (30) calendar days from the date of posting, they shall be deemed to have proper seniority standing.

11.10 **Layoff**

When the Employer deems it necessary to reduce the work force, the Employer will give affected employees notice of layoff in writing as prescribed by the Employment Standards Act, 2000.

The Employer will meet with the Union Committee to inform them of the employees to be affected and possible ways to minimize the impact of layoff.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.

11.11 When layoffs are necessary, the following shall be the order of layoff:

- (i) Probationary employees
- (ii) Part-time
- (iii) Full-time

No students/interns will perform bargaining unit work while any employee is on lay off.

11.12 In the event of layoff, the lowest seniority employees in the classification being reduced will be laid off first, provided the remaining employees have the capability to perform the work and accept the available schedule.

Full time can only displace the most junior full time employees in any classification where they possess the skills, ability and qualifications, if required, unless there are no other full time opportunities available.

Part time can only displace the most junior part time in a classification that they possess the skills and ability and qualifications if required.

Employees who are laid off during the regular scheduled periods (example: Christmas break, summer break) cannot practice bump rights during these periods.

11.13 An employee who is subject to layoff, shall have the right in accordance with 11:12 to either:

- (a) Accept the layoff; or
- (b) Displace the least seniority employee in any classification whose work she/he has the skill, ability and qualifications if necessary to perform with up to five (5) working days training in accordance with Article 12 (Job Posting).
- (c) Employees shall have twenty-four (24) hours to exercise their bumping rights after being notified of layoff.

11.14 No full-time employee shall be laid off or prevented from being recalled by reason of their duties being assigned to one or more part-time employees.

11.15 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall directly cause or result in the layoff or prevent recall or a reduction in hours of work of an employee in the bargaining unit.

11.16 Benefits will continue until the end of the current month in which the lay off occurs or to the date in which the premium has already been remitted for.

11.17 **Recall**

When a classification adds to itself following a layoff, recall of employees after layoff will be by seniority. A laid off employee includes those who have exercised their right to bump and are still in the workplace.

Employees will have recall rights to their home classification for (12) twelve months from the date of lay off or being the successful applicant of a job posting. Otherwise, the classification in which they bumped, becomes their home classification.

11.18 Seniority employees shall be offered recall rights to any vacancies, temporary assignments in the bargaining unit not filled according to Article 12 (Job Posting) or through temporary transfer. Employees will be recalled from layoff by seniority before any person is hired externally unless they have been found unable to perform the available work, subject to Article 12.

11.19 No new employee shall be hired until all those on layoff have been given an opportunity to work by recall, and have failed to do so, or have been found unable to perform the available work, subject to Article 12.

11.20 The Chairperson shall receive a copy of all recall notices.

ARTICLE 12 – JOB POSTING

12.01 Posting of jobs within the bargaining unit shall be carried out in accordance with the following procedure.

(a) When an opening occurs, the Employer will post a notice for five (5) consecutive working days. Each notice of opening shall contain the rate of pay for the position and a current description of the requirements of the posted position. The employee may post on any job postings via email to Human Resources. Such openings will not be filled before the expiry of the five (5) day period.

(b) (i) When filling new jobs or vacancies the Employer shall consider seniority and skill, ability and qualifications. Seniority shall be the governing factor when skill, ability and qualifications are relatively equal. The Chairperson shall be told within three (3) working days who has been accepted to fill the vacancy and the successful applicant's name shall be posted for two (2) consecutive working days.

(ii) The Employer assures the Union that the qualifications or wages established for any job classification will commensurate with the duties and responsibilities of that job classification.

- (iii) The Employer will discuss with the Union prior to posting a job, any changes in qualifications or wages of an existing job classification or qualifications required for a new job classification.

When the Union disagrees with the qualifications or wages established by the Employer for a new or existing job posting, the Union may lodge a grievance under Article 8 of the Collective Agreement.

- (c) An employee who wishes to be considered as an applicant for any opening which may occur in a different or a new classification during the time they are on vacation or on any approved leave of absence, shall make their intentions known to management in writing on a form provided by management, prior to leaving on vacation or on any approved leave of absence.
- (d) Probationary employees will only be considered eligible for a posted job when no seniority employee has qualified for the posted position and provided that the probationary employee meets the requirements of Article 12.
- (e) Temporary vacancies (those which will not exceed six (6) months may be filled by the Employer by assignment of an employee to the temporary vacancy pursuant to Article 13 Temporary Transfer. Any employee so assigned shall be paid the higher of their regular rate, or the rate of the job to which they are assigned.

Any temporary vacancy in excess of six (6) months will be posted in accordance with Article 12.

- (f) Jobs vacated due to attrition shall be posted if the Employer intends to fill the position.
- (g) The Union agrees that it shall be the responsibility of the employees to keep the Employer Human Resources Representative or designee advised of any upgrading in the employee's qualifications and/or job skills.
- (h) The successful applicant pursuant to Article 12 shall be entitled to up to thirty (30) working day training period for the Employer to assess the employee's performance in the position. Where within the thirty (30) day training period and upon reasonable grounds, the Employer determines that the employee is not fully capable of performing the duties of the new job, or if the employee chooses, they will be returned to their previous position. In either instance, the Employer shall consider the remaining applicants who bid on the original posting to fill the position. Any person displaced by this process shall be returned to their previous position. The training period may be extended by the parties in writing.

12.02 An employee will be allowed to bid on all job postings.

12.03 No full-time employee within the bargaining unit shall be laid off by reason of their

duties being assigned to one (1) or more part-time employees.

12.04 **Full Time/Part Time Ratio**

So long as a Full-Time position exists there will be no splitting of that position into two or more Part Time positions.

ARTICLE 13 – JOB CLASSIFICATION/TEMPORARY TRANSFERS

13.01 Job descriptions shall be presented to the Union for all positions and classifications in the bargaining unit.

13.02 In accordance with this agreement, an employee's work shall be limited to work that is normally performed in their job classification or department.

13.03 When a new classification is established or an existing classification is altered, the Employer will establish a temporary classification and rate. The Employer will advise the Union of the temporary classification and rate. The Union reserves the right to file a grievance if parties do not agree to rate of pay.

13.04 The temporary classification and rate will remain in effect until the Employer and the Union agree on a permanent classification and rate or until the issue is determined by grievance under Article 8 herein.

13.05 When it becomes necessary to temporarily transfer employees from one job to another due to staffing or client requirements, it will be offered to the employees on the basis of availability among those employees having the seniority, skill, ability and qualifications to perform the available work. If no such employee accepts the offer, the Employer shall transfer the lowest seniority employee who has the skill, ability and qualifications to perform the work from the department having the available employees.

13.06 **Temporary Transfer**

The Employer may temporarily transfer employees in situations to cover unplanned and/or unexpected absences/leaves of up to six (6) months. This language is not intended for day to day moves between classifications or shifts.

It must be for a business need that is imperative to be addressed.

Employees may by mutual agreement be temporary transferred for their benefit due to a temporary shortage of work to avoid lay off.

(a) An employee may decline a temporary transfer that would result in an excess of six (6) months outside of their job classification in a fiscal year. Such transfers shall be offered by seniority to employees with the ability and qualifications from the classification selected.

An employee may decline such transfer if there is another employee with less seniority who has the ability and qualifications in the same classification that the

selected transfer is from or if they have already been transferred for six (6) months.

- (b) Any employee who, is temporarily transferred to another job, a transfer being a period of six (6) months or less, for which the rate of pay is different from that in effect for such employee's regular job, shall be paid, while so employed as follows:
 - (i) If the rate of pay for the job to which they are transferred is less than the employee's regular pay, they shall receive their own higher rate of pay.
 - (ii) If the rate of pay for the job to which they are transferred is higher than the employee's regular pay, they shall receive the higher rate of pay for all hours compensated on the job to which they are temporarily transferred.
 - (iii) An employee temporary transferred for their own benefit will receive only the rate of pay for the job they agree to be transferred into.
- (c) Time limits may be extended by mutual agreement between the Union and the Employer.
- (d) Transfers will not be used to circumvent the job posting procedures.
- (e) A temporary transfer for any other reason must be by mutual agreement with the Union and the Employer. This may include temporary transfer due to shortage of work.

ARTICLE 14 – LEAVES OF ABSENCE

This article will be applied with whichever provides the greater benefit; the Employment Standards Act 2000 or any future amendments thereto that are greater or in accordance with the provisions of this applicable article.

For the purposes of this Article, “coordination” shall be applied and mean that where an employee has an entitlement to the same leave of absence pursuant to the Collective Agreement and pursuant to the Employment Standards Act, 2000, the employee shall be entitled to such leave, and the leave taken pursuant to the Collective Agreement or the ESA, shall also be counted against the total leave entitlement conferred by the other, with the exception of all paid and unpaid bereavement time. Nothing in this Collective Agreement shall prevent the Union from asserting pursuant to Section 5(2) of the ESA that the ESA and not the Collective Agreement applies where the ESA provides for an employee a greater benefit than does the Collective Agreement.

- 14.01 (a) The employer may grant a leave of absence to any seniority employee for legitimate personal reasons not defined under the ESA, which request shall not be unreasonably denied.
- (b) A seniority employee desiring a leave of absence shall make application to their

manager in writing at least ten (10) working days prior to the commencement of the requested leave, except in cases of emergency.

All requests shall be made on forms provided the Employer and shall set out the reason the leave is requested. The decision by the Employer shall be rendered within five (5) working days except in case of emergency.

- (c) The record of the disposition of any such applications shall be available for inspection by the Chairperson or their designate.
- (d) All leave of absences in this agreement are unpaid unless otherwise stated.
- (e) An employee with seniority shall provide written notice as per Article 14.01 (b) and will be entitled to a leave of absence, for the purpose of attending a union conference, training course or other union business as may be required.

An employee with seniority elected to or appointed to a full time elective office of the Union shall upon their request in writing, be entitled to a leave of absence. Any employee granted a union leave will remain on the Employer's payroll and all required deductions and remittances will be made.

In addition, all pension and benefits will remain in force for the duration of such leave.

All wages and full deductions for pension and benefits will be reimbursed by Unifor Local 240 on a monthly basis.

Upon application in writing by such employee to the Employer within thirty (30) days prior to the expiry of any such leave of absence, they shall be re-instated without loss of seniority.

14.02 **Bereavement Leave**

- (a) In the event of a death of an employee's immediate family, the employee will be entitled to receive a leave of absence with pay at or about the time of death for the days they were scheduled to work.

The maximum entitlement is five (5) consecutive working days. For the purpose of this provision, immediate family is defined as spouse, common law partner, child, step child, sister, brother, mother or father.

- (b) In the event of a death of an employee's family member listed below, the employee will be entitled to receive a leave of absence with pay at or about the time of death for the days they were scheduled to work. The maximum entitlement is three (3) working days for a sister-in-law, step-sister, brother-in-law, step-brother, grandparent, grandparent in-law or grandchild, stepmother, stepfather, aunt, uncle niece, nephew, mother-in-law, father-in-law, daughter-in-law and son-in-law.

- (c) Up to two (2) days paid upon the loss of a close friend or relative not covered by (a) or (b) to attend the funeral if it is a scheduled day of work.
- (d) An Employee who is on vacation at the time of a bereavement for which they are entitled to bereavement leave shall not have their vacation hours reduced for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date by mutual agreement between the Employee and the Employer.
- (e) An employee can apply to use their paid bereavement day/s to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or equivalent service.
- (f) Employees who must travel a distance of 200 km or more for the purpose of attending a funeral will be granted additional time off without loss of pay with approval from their Program Manager and Executive Director.
- (g) Employees shall be entitled to an extension of the above-mentioned time limits without pay.
- (h) Additional compassionate leave may be granted at the discretion of the Executive Director for reasons not covered elsewhere in this manual.

These requests should be discussed in person with the Executive Director and followed by a written submission.

14.03 **Pregnancy/Adoption & Parental Leave**

Pregnancy

- (a) An unpaid leave of absence for any employee shall be granted for pregnancy leave up to seventeen (17) weeks according to the Employment Standards Act.
- (b) If the employee has been employed for less than thirteen (13) weeks they will not accrue seniority during such leave, and will not be eligible for the continuation of benefits.
- (c) The employee must request the leave in writing a minimum of four (4) weeks prior to taking the leave which indicates the duration of the leave. In the case of a pregnancy leave, the employee must also present certification from her physician which indicates her estimated date of delivery. If the employee wishes to return from the leave earlier than she originally indicated, they must provide the Employer with at least four (4) weeks written notice.
- (d) An employee with less than thirteen (13) weeks service will be granted a pregnancy leave, but she will not accrue seniority during such leave and will not be eligible for continuation of benefits during such leave.

Parental/Adoption Leave

- (a) An unpaid leave of absence for any employee shall be granted for parental and adoption reasons in accordance with the following conditions:
- (b) The Employer will grant to any employee who is the parent of a child and who has been an employee for at least thirteen (13) weeks, an unpaid Parental Leave. The Parental Leave must commence within fifty-two (52) weeks after the birth of the child or after the child first comes into their custody, care and control. The employee will continue to accrue seniority during such leave and the Employer will continue their benefits as outlined in the Employment Standards Act, effective September 4, 2001.
- (c) Birth mothers who take Pregnancy Leave are entitled to take up to sixty-one (61) weeks of Parental Leave, usually beginning right after their Pregnancy Leave ends. Birth mothers who do not take Pregnancy Leave, and all other new parents, can take up to sixty-three (63) weeks of Parental Leave.
- (d) An employee who is entitled to a Parental Leave must give the Employer written notice at least four (4) weeks prior to the commencement of the leave which indicates the duration of the leave. If the employee wishes to return from the leave earlier than they originally indicated, they must give the Employer at least four (4) weeks written notice.

14.04 **Family Medical Leave**

The Employer will provide compassionate leave of up to twenty-eight (28) weeks, upon request, to an employee who is providing support or participating in the care of a family member with a critical or life-threatening medical condition (spouse including common law and same sex partner, child or spouse's child, parent or parent's spouse, grandparent, grandchild, sibling) as defined under Employment Standards Act 2000, Section 49.1.

14.05 **Personal Leave Days**

- (a) Every fiscal year, beginning April 1, seniority employees will be eligible for ten (10) unpaid personal leave days and three (3) paid personal leave days for the illness, injury or medical emergency of the employee, or the illness, injury, medical emergency or an urgent matter. This clause does not apply to supply employees.
- (b) Employees will be eligible to take two (2) paid float days per fiscal year; such float day must be scheduled not less than ten (10) working days in advance of the day requested, except in the case of emergency. This clause does not apply to supply employees.

14.06 Sick/Family Related Leave

The Employer will continue to provide Sick/Family Leave pursuant to its current practice.

The following provides a general overview of the Sick/Family Leave program currently in place:

- (a) In general, full-time employees will accumulate one (1) paid day of sick/family related leave for each scheduled month of work. Part-time employees will similarly accumulate sick/family related leave, but on a pro rated basis. Supply employees are not eligible for Sick/Family Leave.
- (b) Sick/family related leave shall be applied from April 1st to March 31st each (fiscal) year; up to five (5) unused sick/family related days may be carried into the following year to provide up to a potential maximum of (17) seventeen days. Apart from the up to five (5) days that may be carried forward, all other unused sick/family related leave will be forfeited on March 31st each year.
- (c) Sick/family related leave can be used in ½ day increments.
- (d) Unused sick/family related leave shall have no cash value at any time and will be forfeited when an employee's employment ends.

14.07 Domestic/Sexual Violence Leave

- (a) The Employer agrees to recognize that persons sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- (b) For that reason, the Employer and the Union agree when there is adequate verification from a recognized professional (ie: doctor, lawyer, counsellor, shelter worker), an employee who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.
- (c) An employee will be entitled to take up to fifteen (15) weeks unpaid time away from work to deal with domestic/sexual violence situations with adequate verification. Such employee will be entitled to ten (10) paid days per calendar year.

ARTICLE 15 – HOURS OF WORK

15.01 The normal working hours for full time employees will be thirty-seven and one half (37.5) hours per week. The normal work week shall be Monday through Friday.

15.02 The normal working hours for full time employees in the Language Instruction Classification will be thirty (30) hours per week. The normal work week shall be Monday through Friday.

15.03 The normal workday shall consist of seven and one half (7-½) hours per day.

15.04 There will be no shifts less than three (3) hours per day. There will be no split shifts. Any new shifts less than seven and one half (7.5) hours per day will be by mutual agreement.

15.05 **Full Time**

- (i) Full time employees shall have a set schedule.
- (ii) It is agreed that full time employees according to seniority shall have claim to all available hours of work within their classification up to and including what constitutes a regular work week.
- (iii) All hours scheduled will be scheduled equally to the Employees in the department within their classification, ensuring 7.5 hours based on seniority in as many positions as possible and any remaining hours equally distributed.
- (iv) All additional hours will be offered first to full time employees within the department, before incurring overtime by seniority and then remaining hours will be offered to full time employees outside the department by seniority within the same classification and then offered to part time employees by seniority.
- (v) If a full time employee wants to work a part time schedule, they may bid on an available opening in accordance with the Job Posting provisions contained herein. Their full time position will be posted in accordance with the Job Posting provisions in this agreement.

15.06 **Part-Time – Regularly Scheduled**

- (i) Work schedules covering a two (2) week period shall be posted or communicated to the employee at least two weeks in advance of the commencement of the schedule. A copy of such schedule shall be provided to the Union. Once the schedule is posted, it shall not be altered except by agreement of the effected employee and the employer.

If there is an agreed change, the Union will be provided the revised schedule.

- (ii) Part-time employees are normally scheduled for less than twenty-five (25) hours per week, by seniority. In certain circumstances, a part-time employee may be scheduled for more than twenty-five (25) hours per week, for example, to fill in for:
 - (i) Any absence of an employee up to 90 (ninety) working days if not filled under Article 12 (Job Posting)
 - (ii) Vacation
 - (iii) Sick time coverage
- (iii) All part time employees will be in a posted classification.

- (iv) In no case will the ratio of part time to full time increase in any classification. It is the intent of the parties to create as many full time positions as required.

15.07 Offering of Additional Hours

- (i) Regular full time and part time employees not normally scheduled will be offered additional hours in accordance with Article 15.05 and 15.06, call-in shall mean the calling into work at the employer's request.
- (ii) The Call-In will be called in and offered hours in accordance to the following order:
 1. Full-time employees within the classification who are scheduled less than thirty-seven and one half (37.5) hours weekly until 37.5 hours have been worked within the work week, so long as that employee isn't already scheduled for the available hours.
 2. Part-time employees within the classification by seniority, until thirty-seven and one half (37.5) hours have been worked within the work week so long as that employee isn't already scheduled for the available hours.
 3. To full time employees in any other classification by seniority not already scheduled with the skill and ability, so long as that employee isn't already scheduled for the available hours.
 4. To part time employees in any other classification by seniority not already scheduled with the skill and ability, so long as that employee isn't already scheduled for the available hours.
 5. Employee's who do not want to be on the call in list for additional hours, will notify the employer and such employee shall not be entitled to any additional hours outside of their classification for six months.

The employee shall notify the employer of such change in writing.

6. After the above procedure is exhausted and there are no employees available to work, the employer can offer such hours in accordance with the Supply List, Article 38.
7. An employee who accepts additional hours, will be paid the rate of pay according to the position that they are called in for.

15.08 Overtime

Full time and part time employees will receive lieu time at rate of one and one half (1½) hours for each overtime hour worked over seven and one half (7.5) hours in a day or thirty seven and one half (37.5) hours per week.

Overtime will be offered to the employees in the classification in which the overtime exists.

All overtime will be voluntary and will be distributed fairly and equitably among the employees able to perform the work in the department/classification and then by seniority to organization wide employees who are able to perform the work if there are no volunteers within the department.

If an employee is required to work after hours or on a Saturday/Sunday and it will result in less than 37.5 hours weekly and/or less than 7.5 hours in a day, the employee will be compensated by lieu time off at the rate of one times the hours worked, to be taken within three months of such time worked.

If any overtime is offered for a special event not connected to an Employee's classification, it will be offered to all seniority employees and compensation shall be lieu time at one (1) time times for each hour worked. Such lieu time shall be taken in a three (3) month period after the overtime is worked.

Any hours worked in excess of 37.5 hours weekly on a Saturday or Sunday will be compensated at a rate of one and a half (1 1/2) hours for each hour worked in accordance with above.

Any hours worked on a statutory holiday will be compensated at a rate of two (2) hours for each hour worked in addition to the holiday pay.

At the end of each fiscal year, lieu time will be carried over into the next year and used within three (3) months thereafter.

In no way will overtime compensation be less than provided by the ESA.

15.09 **Breaks/Lunches**

For employees who are scheduled six hours or seven- and one-half hours per day, there will be two (2) fifteen (15) minute paid break periods, one in each half of the day.

For employees working less than above, for every three (3) hours worked, employees will receive a fifteen (15) minute break.

Any employee scheduled five (5) hours or more will be entitled to one half hour (1/2 hour) unpaid lunch midway of the schedule day.

15.10 **Shift Switching**

The Employer will allow all employees to switch shifts, provided the employees have the same training and are in the same classification regardless of department. The employees must receive approval from the Manager. Such approval will not be unreasonably denied. This is not intended for ongoing changes, it is for the purposes of unforeseen circumstances.

ARTICLE 16 – HOLIDAYS

16.01 The Employer recognizes the following holidays with pay each year of the collective agreement:

Statutory Holidays	Non-Statutory Holidays
New Year's Day	Easter Monday
Family Day	Civic Holiday
Good Friday	
Victoria Day	
Canada Day	
Labour Day	
Thanksgiving Day	
Christmas Day	
Boxing Day	

16.02 Should any of the statutory or non-statutory holidays referred to above occur on an employee's scheduled day off, the employee will receive an additional day off with pay in lieu.

If a public holiday falls on a Saturday or Sunday, then either the Friday or the Monday will be designated as the holiday. In this case, Employees will be informed at least one (1) month in advance of the scheduling of these public holidays.

16.03 If an employee works in a government funded program that does not recognize the above mentioned non-statutory holidays, such employee will receive an alternate lieu day for each day so worked.

16.04 Should any of the holidays referred to above occur on an employee's scheduled day off, the employee will receive an additional day off with pay in lieu.

16.05 Holiday pay for employees that are scheduled five (5) days per week will be paid at their regularly scheduled shift or according to the ESA, whichever is greater.

Holiday pay for employees that are not scheduled every day of the work week, shall receive pay in accordance with the ESA.

The total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the holiday occurs.

16.06 In order to qualify for holiday pay;

- (a) The employee must have worked on the last scheduled workday prior to, and the next scheduled workday after such holiday;
- (b) An otherwise eligible employee absent without excuse on either one or both of the scheduled working days prior to, and the next scheduled working day after a

period of two holidays not separated by work days, will forfeit one or two holidays and holiday pay depending on the days missed.

- 16.07 When a holiday falls within a vacation period, such holiday will not be counted as a vacation day.
- 16.08 Employees otherwise eligible who are on layoff, sick leave, or on an approved leave of absence at the time of a holiday will not be eligible for holiday pay unless they work at least one day in the four (4) week period either preceding or following the holiday.
- 16.09 Absences on either the last scheduled working day prior to the holiday or the first scheduled working day after the holiday will be excused provided that the employee presents a reason satisfactory to the Employer and further provided that the employee works at least part of the pay period in which the holiday falls except in the case of approved leave of absence, sick leave, or vacation, and subject to the requirements in this Article. An employee scheduled to work on a holiday who fails to report and cannot show just cause for their absence shall be denied holiday pay.
- 16.10 Eligible employees who work on any of the above defined statutory holidays shall receive holiday pay under this section of the Agreement and, in addition, will be paid two times their regular rate of pay for all hours worked on the statutory holiday.
- 16.11 Employees who work on any of the above defined statutory holidays during their probationary period, shall be paid time and one-half their regular rate of pay for all hours worked on the statutory holiday.
- 16.12 The Employer recognizes its employees' religious beliefs or creeds and will recognize days on which the employee's creed or religion precludes the employee from working as another holiday along with the statutory holidays mentioned in this article, provided:
- (i) the employee can use the float days referenced in Article 14.05 for such religious holiday;
 - (ii) the employee notifies their manager in writing (10) days in advance of such religious holiday wherever possible.

ARTICLE 17 - VACATION WITH PAY

- 17.01 (a) Vacation is accrued and paid in the current fiscal year with continued salary to all full and part time employees.

Employees who are normally laid off during March Break, Summer break and Christmas break will take their vacation and receive continued salary during one of the above laid off periods of their choice before the layoff is invoked. Employees having more vacation time than the respective break they have chosen, will be required to continue to utilize their vacation time during such breaks until it is exhausted.

Effective April 1, 2020, the employees who are normally laid off during one of the periods in the paragraph above, will begin the new vacation provisions in this Collective Agreement.

The above employees will be paid in accordance with the following provisions:

Years of Continuous Service	Vacation Time
0-1 year	2 weeks
1-4 years	3 weeks
5-9 years	4 weeks
10 + years	5 weeks

If an employee is requesting vacation that has not yet been accrued, the employer shall advance such entitlement with the understanding that if the employee's employment ceases, the employee will be responsible to reimburse the employer for any vacation pay used and not earned.

- (b) The vacation year shall be from April 1st - March 31st.
- (c) Vacations are to be taken during the vacation period as defined above. There is no payment in lieu of vacation not taken, nor can vacations be carried over into another vacation year.

When an employee quits, is discharged, or terminates their employment by reason of retirement, any unused vacation entitlement will be paid out in accordance with Article 17.

- (d) If an employee quits or is discharged prior to the fulfilment of their probationary period, payment will be in accordance with the applicable provincial requirements.
- (e) All vacation requests shall be submitted to the Employer in writing on or before December 1st. The Employer will post the vacation schedule by January 1st. Approval will be made in accordance with departmental seniority, and subject to scheduling requirements.

Requests for that period made after December 1st will be made on a first come, first served basis.

- (f) An employee who changes classifications subsequent to the posting of the vacation schedule, but prior to using all their vacation entitlement for the year, will only be entitled to take the vacation time as previously scheduled and approved.
- (g) Laid off employees shall receive their vacation pay for any unused vacation time upon request.
- (h) An employee can schedule consecutive weeks at a time.

- (i) At their option an employee is entitled to take their vacation time in one day increments.
- (j) If an employee is sick while on vacation and hospitalized, they may apply their available sick days and reschedule their vacation time accordingly.

ARTICLE 18 – TRANSFER OF OPERATIONS

18.01 In the event the Employer elects to transfer all or part of its operation to a new location which results in a layoff of seniority employees, those employees whose jobs are permanently eliminated will have the following options:

- (a) Such employee will bump a lesser seniority employee whose job they have the skill, ability and qualifications to satisfactorily perform in accordance with Article 12 (Job Posting) or
- (b) If a displaced employee is unable to exercise bumping rights, they can elect to transfer to the new location by notifying the Employer within thirty (30) days of being notified of the change.

18.02 Employees electing to transfer to a new location within the geographic scope of this agreement will be governed by the terms of this Collective Agreement.

18.03 Employees electing to transfer to a new location will carry with them their seniority and seniority rights and will be covered by the collective agreement in force provided the employee has the skill, ability, qualifications, to perform the transferred work. This right is subject to the rights of any bargaining agent, the employees and/or the terms of the collective agreement at such location.

18.04 An employee whose job is eliminated, shall notify the Employer of their intent to transfer to a new location, and in the event there is no opening, will be on layoff and will be given their recall rights, and will also receive preferential hiring rights in the event the work force should increase at the new location.

18.05 An employee who is displaced due to a transfer of work and does not have the seniority, skill, ability, or qualifications to bump a lesser seniority employee will be deemed to be on layoff if they do not exercise an option to transfer to the new location.

ARTICLE 19 – CALL-IN PAY

19.01 An employee called in to work outside their regularly scheduled hours shall receive a minimum of three (3) hours pay at the applicable hourly rate. However, where such employees are not required to work the three (3) hours, they shall receive the applicable hourly rate for any hours worked and the remaining time not worked will be paid at the straight hourly rate.

No payments shall be made under this paragraph in cases resulting from labour disputes or acts of God.

ARTICLE 20 – BULLETIN BOARDS

20.01 The Committee will have the use of one (1) bulletin board at an agreed upon location in the office for posting of Union notices. Such bulletin board is to be supplied by the Employer. Such notices will be approved by the local union and be for the purposes of legitimate union business.

ARTICLE 21 – NEW EMPLOYEE ORIENTATION

21.01 Union Information for New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

A new employee shall be advised of the name and location of their Union representative.

Whenever the Union representative is employed in the same work area as the new employee, the employee's Human Resource/Office Coordinator or their designate will introduce them to their Union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union representative with prior approval from their manager, will be given an opportunity to interview each new employee within regular scheduled working hours, without loss of pay, for fifteen (15) minutes sometime during the first week of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

Where there are two (2) or more employees hired at one time, the union representative will meet with them in a group.

ARTICLE 22– DATA TO BE SUPPLIED TO UNION

22.01 The Employer will supply to the Union the following information at the end of every month or as otherwise stipulated elsewhere in the collective agreement:

1. Employees who are in the Bargaining Unit regardless of whether or not they paid dues in the month.
2. Employee's number and their hourly rate and classification.
3. Employees transferred into or out of the Bargaining Unit, within the month.
4. The number of hours worked in the month by each employee.
5. Employees status (i.e. at work, weekly sick benefits, LTD, retired in the month, any other leave of absence) and the date of occurrence.
6. Layoffs and recalls in the month.

7. Employees who have lost seniority in the month.
8. Names, addresses, postal codes, telephone numbers and email addresses of active employees, changes to address of Bargaining Unit retirees of which the Employer was aware as requested by the local union.
9. The final annual vacation schedules once per year to the Chairperson or designate.
10. The volunteer list quarterly or as requested by the Local Union.

ARTICLE 23 – HEALTH & SAFETY

23.01 The parties agree to abide by the Occupational Health & Safety Act.

23.02 A Joint Health & Safety Committee shall be constituted to identify potential dangers, to evaluate same, to recommend steps to correct such dangers and to follow up on these recommendations. The Joint Health & Safety Committee shall consist of three (3) union members selected by the union and up to three (3) members of management selected by the Employer.

Under the Occupational Health & Safety Act there must be a certified representative who will represent employees. The Union will select from its ranks one (1) member to act as a certified representative, who will be the Co-Chairperson.

The Employer will pay for all costs associated with certificate training the Joint Health & Safety Committee Co-Chairperson from the union.

23.03 The Joint Health & Safety Committee shall:

- (a) Meet at least once every three (3) months;
- (b) Ensure that inspections of the workplace are held at least once per month;
- (c) Investigate any employee complaints regarding safety in the workplace;
- (d) Investigate and follow up on any accidents that have occurred in the workplace; and
- (e) Record the minutes of the meetings which shall be signed by the members and posted on the bulletin board provided for Unifor.

23.04 Time spent by members of the Joint Health & Safety Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of the agreement.

23.05 Each year on April 28th at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

23.06 An employee who is injured during working hours and who is required to leave for treatment or is sent home as result of such injury shall receive payment for the rest of the shift on the day of the injury at their regular pay.

Such employee shall be provided with transportation to their doctor's office or hospital and to their home on the day of the injury.

ARTICLE 24 – HARASSMENT IN THE WORKPLACE

24.01 Definitions

(a) "Harassment" is recognized to mean engaging in a course of vexatious comments or conduct that is known or ought to be reasonably known to be unwelcome.

Harassment includes any behaviour which denies individuals dignity and respect, is embarrassing, humiliating, or offensive. This definition includes actions or discrimination based on race, ethnicity, age, gender, creed, physical or mental disability, marital status and sexual orientation. Harassment incorporates bullying.

(b) "Bullying" is the persistent mistreatment of an Employee that negatively impacts the Employee's personal well-being and their ability to perform. Examples of workplace harassment and/or bullying include, but are not limited to:

- Intimidation or unjust criticism;
- Spreading malicious rumours;
- Engaging in verbally abusive behaviour, such as yelling or name calling;
- Practical jokes which repeatedly and/or inappropriately are directed toward a single employee or group of employees;
- Intentionally and repeatedly isolating an Employee;
- Engaging in physically abusive or assertive behaviour, such as pushing, finger pointing, invading an Employee's personal space, or tampering with an Employee's workspace or belongings;
- Undermining an Employee's effort to work; and/or
- Any form of verbal or non-verbal communication (words, gestures, actions, emails) that embarrasses, humiliates or intimidates an Employee privately or publicly.

Harassment is not to be construed as properly conducted supervisory responsibilities including delegation of work assignments, assessment, discipline, or constructive feedback/coaching.

(c) "Sexual Harassment" includes, but is not limited to, any action, joke, innuendo, comment, or conduct of a sexual nature which is degrading and causes or may cause embarrassment, tension, anger, awkwardness or discomfort.

- (d) Notwithstanding, the information contained in the Article, with respect to an Employee's right to file a complaint, an Employee shares the right to file a complaint with the Ontario Human Rights Tribunal.

24.02 **Right to File a Complaint**

- (a) Any employee who considers that they have been subjected to workplace harassment is entitled to lodge a complaint.

Complaints should be lodged through at least one member of the joint workplace anti-harassment committee.

- (b) Any Employee who feels that they have been subjected to retaliation for having brought forward a complaint of workplace harassment may lodge a complaint.

Complaints of this nature should be lodged directly with the Employer's Human Resources and the Union Chairperson who will take immediate action to investigate and act on the complaint.

- (c) The Employer's Human Resources is responsible for ensuring that workplace harassment complaints are dealt with quickly, fairly, confidentially and in accordance this Article and will take action to ensure accountability by all parties and to eliminate the potential for a negative, poisoned or unproductive work environment. The Employer will work to ensure that employees do not experience low self-esteem, unhealthy stress, or loss of personal well-being or productivity as a result of workplace harassment.

24.03 **Joint Workplace Anti-Harassment Committee**

- (a) A Joint Workplace Anti-Harassment Committee (hereinafter called the Committee) will be created consisting of up to two (2) individuals representing management and appointed by the Employer's Human Resources and two (2) individuals representing the Union and appointed by the Union. Committee members will be provided training by the Union to handle complaints under this Article.

- (b) All internal complaints should be directed to one of the members of the Committee.

- (c) Both parties agree to and are committed to follow the process as outlined. No independent or separate approaches or investigations will be encouraged.

- (d) The same committee members that are assigned to handle a complaint will complete the process from beginning to end (step 4 – step 11), where possible.

24.04 **Internal Complaints**

Any Employee (hereinafter called the Complainant) who considers that he or she has been subjected to workplace harassment as defined in this Article must follow the steps outlined below:

1. Tell the alleged harasser(s) (hereinafter called the Respondent(s) to stop and make known that the behaviour is unwelcome and objectionable.
2. **Initial Investigation** – if the Complainant cannot approach the Respondent(s) directly due to the threat of violence, or after repeated incidents or events, the Complainant should lodge a complaint with a member of the Committee. Complaints should be reported in as timely a manner as possible.
3. Upon receipt of a complaint the Committee member will immediately advise the Employer's Human Resources and the Union Chairperson.
4. One (1) Committee management member and one (1) Committee Union member will first address the conflict through information investigation where together the committee members will meet with the complainant and the alleged harasser(s) separately, to obtain more detailed information about the situation.

This step will begin within two (2) working days of receiving the complaint.

5. If both committee members agree that early resolution is possible, the parties (Complainant and Respondent(s)) will attend a resolution meeting with the appointed Committee members.

The purpose of the meeting will be to understand and resolve the issue(s). If both parties agree that the issue(s) have been resolved during this meeting, no further action is required. Mediation may also be used to achieve resolution.

6. If a resolution is not secured through Step 5, or the appointed Committee members decide to bypass Step 5, the Committee members will proceed by determining whether or not the alleged activity constitutes workplace harassment as defined in the Article. If after this review, it is determined that the allegation is unsubstantiated, the complainant will be advised that a formal investigation is not required. If the parties disagree, or if it is determined that workplace harassment appears to have occurred, the delegated committee representatives will consult with the Employer's Human Resources.

The Employer's Human Resources, in consultation with the Union Chairperson, will determine if the complaint will move forward to step 7.

7. **Formal Investigation**

There may be situations where the expertise of an external third party is deemed necessary to conduct or partake in an investigation.

The Employer's Human Resources and Chairperson will consult with each other if necessary. The Unifor National Representative and/or Local Union President or designate may participate in the investigation.

8. A formal investigation may include the following steps: interviews of the Complainant and the Respondent(s), interviews with witnesses and a review of

- relevant files and records. All investigations will be handled quickly, fairly, and confidentially. The joint investigation will begin within two (2) working days of the decision that a formal investigation is started and will be completed within fifteen (15) calendar days after the formal investigation is started, where possible.
9. The appointed Committee members will present their findings to the Employer's Human Resources and will complete a written report. The Employer's Human Resources will share the report with the Union Chairperson.
 10. The Employer's Human Resources will consult with the appointed Committee members and determine disciplinary or other corrective action in consultation with the Union Chairperson. If discipline of a Union employee is required, it is understood that it may still be subject to the grievance procedure.
 11. The Employer's Human Resources and the allocated Committee members will present the final report separately to the Complainant and the Respondent(s) of the results of the investigation. The Union Chairperson will be invited to attend meetings involving Union members.
 12. Where workplace harassment has been substantiated, the Employer will take appropriate corrective or disciplinary action to resolve the complaint. Where workplace harassment has not been substantiated, no action will be taken against a Complainant who has made a complaint in good faith.
 13. The Employer's Executive Director will take steps to implement the decisions and actions outlined in the final report.
 14. Records and notes in relation to the investigation and resolution of the incident will be filed in Human Resources and access will be granted to the Union Committee upon request.
 15. The pursuit of frivolous allegations through this procedure could have a detrimental effect on the spirit and intent for which this policy was rightfully developed and such allegations will not be allowed.

24.05 **Client Harassment**

The parties agree that abuse and/or threatening behavior by clients is not tolerated. Staff are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behavior by a client shall include physical abuse and sexual abuse.

It is agreed that when the employee is faced with the above-mentioned abuse it may be necessary for that employee to leave the threatening situation and notify their manager who will assess the situation and give further direction.

It is agreed that the affected employee will not be obligated to work with the client in question one-on-one until a satisfactory resolution between the parties has been reached.

The employer will assemble an investigative team and will do a full assessment of the situation. In the event the client knowingly and willingly continues the abusive behavior, it will be documented, and the Employer will suggest appropriate measures to be taken.

It is further understood and agreed that no complaint filed by an employee shall be placed in their file for the purposes of discipline or evaluation.

ARTICLE 25 – HUMAN RIGHTS

25.01 The Employer and Unifor are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle and the employer acknowledge its duties under the Ontario Human Rights Code.

Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights. Human Rights Training is a fundamental step in the parties' joint activities.

Accordingly, once during the term of the Collective Agreement within six (6) months of ratification, appropriate training of up to two (2) hours duration, will be provided to all employees without loss of pay where they were otherwise already scheduled to work. This training shall include elements such as:

- Human rights awareness
- The complaint procedure

ARTICLE 26 – WOMAN'S ADVOCATE

26.01 The parties agree to recognize that the Women's Advocate in the workplace will be a woman from the membership. The Union will appoint the advocate.

The advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary. The Employer agrees to provide the Women's Advocate accessibility for female employee's to meet in private so that confidentiality can be maintained when a female wishes to meet with the Advocate.

The Employer and the Union will develop appropriate communications to inform female employees about the advocacy role for the Women's Advocate.

The Union agrees that the activities of the Women's Advocate will be coordinated with those of the Employer in relation to matters such as EAP, wellness programs and the sexual or workplace harassment policy.

The Women's Advocate will be allowed time as needed, when mutually agreed by the Employer to address Women's Advocate issues.

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.

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.

The Employer agrees to pay for lost time up to a total of five (5) days for the first year and up to three (3) days in each subsequent year for the Women's Advocate to attend scheduled courses. The Employer will also pay registration fees plus travel and lodging to a maximum of \$150 per day.

Minute of Silence- December 6

Each year on December 6th at noon work will stop and one minute of silence will be observed in memory of all women who have died due to violence.

ARTICLE 27 – SUBSTANCE ABUSE

27.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Employer and the Union have a strong interest in encouraging early treatment and assisting employees toward full rehabilitation.

The Employer and the Local Union realize the importance of a continuous and cooperative effort toward dealing with substance abuse and its related problems. The Employer and Local Union will review and discuss these problems from time to time with a view to providing assistance to addicted employees.

The Employer and Local Union will refer such employees to the appropriate counselling services or treatment and rehabilitation facilities.

ARTICLE 28 – WAGES/CLASSIFICATIONS

28.01 The parties agree to the following:

1. If an employee is already earning greater than the wage listed in a given classification, they will not receive a pay increase until such increases surpasses their current rate.

2. It is agreed that wage increases below will be applied to the current wage grid:

- 5% wage increase in the first year of the agreement effective April 1, 2026 (including transfer-in 3% RRSP)
- 2% wage increase in the second year of the agreement effective April 1, 2027
- 2% wage increase in the third year of the agreement effective April 1, 2028
- All wage increases will be rounded to the nearest cent.

Classification	Current Wage	April 1, 2026	April 1, 2027	April 1, 2028
		5%	2%	2%
Childcare Worker	\$22.61	\$23.74	\$24.22	\$24.70
Employment Coordinator	\$32.13	\$33.74	\$34.41	\$35.10
Employment Counsellor/Job Developer	\$29.07	\$30.52	\$31.13	\$31.76
IWF Coordinator	\$28.25	\$29.66	\$30.26	\$30.86
Junior Coordinator	\$22.61	\$23.74	\$24.22	\$24.70
Language Instructor	\$33.57	\$35.25	\$35.95	\$36.67
Lead Language Instructor	\$38.36	\$40.28	\$41.08	\$41.91
Mental Wellness Coordinator	\$31.76	\$33.35	\$34.01	\$34.70
Mental Wellness Counsellor	\$27.57	\$28.95	\$29.53	\$30.12
Program Assistant	\$24.69	\$25.92	\$26.44	\$26.97
Program Assistant - IT	\$26.38	\$27.70	\$28.25	\$28.82
Settlement Counsellor	\$27.57	\$28.95	\$29.53	\$30.12
Program Supervisor	\$28.25	\$29.66	\$30.26	\$30.86
Teaching Assistant	\$26.38	\$27.70	\$28.25	\$28.82
Youth Initiative Mobilizer	\$25.18	\$26.44	\$26.97	\$27.51
Youth Worker	\$24.87	\$26.11	\$26.64	\$27.17

28.02 (a) Pay day shall be paid biweekly by direct deposit to a financial institution of the employees' choice (including Motor City Community Credit Union). In the event that a paid holiday falls on a Friday, the pay day shall be the Thursday proceeding the holiday.

(b) If there is an error in pay of fifty dollars (\$50.00) or more, it will be corrected within three (3) business days (excluding Saturdays and statutory holidays).

ARTICLE 29 – BENEFITS

29.01 The benefits contained in this Article are available to Full-time employees whose regular weekly scheduled hours are thirty (30) hours or above. Notwithstanding the foregoing, these benefits do not apply to employees whose positions undergo annual layoffs. For purposes of greater clarity, this includes but is not limited to Language Instructors, Teaching Assistant, Childcare Workers, and select positions in other classifications.

29.02 The Employer will pay one hundred percent (100%) of premiums and provide benefits listed below to all for all full time employees that are provided by Green Shield that includes but not limited to the following (and continuation of any current benefits not here mentioned):

Life Insurance and AD&D (current coverage);

Dependent Life (\$10,000 spouse, \$5,000 dependent child);

Long-Term Disability (current coverage);

Extended Health Benefit with Drug Card (current coverage);

Dental (Current coverage);

Vision - \$350/24 months plus one (1) eye exam every 24 months;

Paramedical services (current coverage).

29.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits is the exact same or greater. The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.

29.04 Benefit brochures shall be provided by the Employer to the Union and all participating employees at the time of hire or upon request.

29.05 The complete benefit plan text will be provided to the Union.

29.06 Non-probationary employees who are seasonal, permanent part-time and/or permanent full-time, whose regular scheduled hours are less than thirty (30) hours per week, shall be entitled to a Health Spending Account in the amount of three -hundred dollars (\$300) per fiscal year. Such monies shall be paid on a reimbursement basis subject to the terms and conditions of the insurance carrier for the covered benefits as defined by the current plan. For purposes of this article, covered benefits shall be limited to:

- Professional Services – 90%
- Medicines – 100%
- Vision – 100%

In addition to the Health Spending Account, qualifying employees will also be eligible to participate in the Employer sponsored Employee Assistance Plan (EAP) as defined by the insurance carrier.

This article does not apply to on-call employees.

ARTICLE 30 – GENERAL PROVISION

30.01 Personnel Records

The Employer will make available and provide copies to the unit chairperson that part of the employee's personnel file pertaining to any dispute or grievance providing the employee has signed and authorized the release of such information.

Personnel records are maintained on each employee. It is important that you notify the Human Resources Department of any change in name, address, telephone number, marital status or number of dependents.

This information is required for payroll tax, benefit plan purposes or other purposes related to this agreement. The Windsor Women Working with Immigrant Women, Windsor, Ontario will not be held responsible for relying on incorrect information.

The employer will not provide any information out of the employee's personal file to any outside agencies without prior written consent from the employee or unless required by law.

ARTICLE 31 – MISCELLANEOUS

31.01 The Employer agrees that at no time will electronic surveillance be used to evaluate the performance of employees or to use it as the sole purpose to find and act on disciplinary matters.

Locations of surveillance equipment in the workplace will be communicated to the union and the employees.

31.02 The Employer agrees that there shall be no mandatory drug testing of present or future employees.

31.03 It's not the Employer's intent to take away any rights and privileges not covered by this Agreement and at present enjoyed by employees or mutually agreed upon hereafter shall remain unchanged during the life of this Agreement. This clause will be exercised in a reasonable manner by both parties.

ARTICLE 32 – SEVERANCE

32.01 (a) If as a result of the partial or total closure of operations due to any reason, any employee who is laid off, after all employees have exercised bumping rights under this agreement will be provided with severance allowance if applicable as it is required by the ESA.

ARTICLE 33 – DURATION OF AGREEMENT

33.01 Notice of intent to amend this Agreement shall be given by either party to the other in writing within one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days or mutually agreed

after filing notice to bargain for a new amended Collective Agreement or as agreed to by the parties.

This Agreement shall continue in effect April 1, 2026, up to and including March 31, 2029, and thereafter from year to year unless amended through negotiations.

33.02 If pursuant to such negotiations an Agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date this Agreement shall be automatically extended until consummation of a new Collective Agreement in Full.

ARTICLE 34 – EMPLOYMENT QUALIFICATION OF UPGRADES

34.01 In the event the Employer requires an employee to obtain new qualifications, or upgrade existing qualifications, the Employer shall pay the Employee's regularly scheduled hours for time spent in the course and for the cost of the program. It is understood that this requirement will include re-certifications for conditions of employment.

In the event the Employee takes the course and subsequently leaves employment within 6 months of completion, the Employee shall refund the full cost of the course prior to the last day of employment.

The Employer will pay the cost of all certifications and re-certification training programs required to carry out their duties.

ARTICLE 35 – PAY EQUITY

35.01 The Union and the Employer acknowledge their ongoing responsibilities under the Pay Equity Act to:

- (a) Establish and maintain compensation practices that provide for pay equity in accordance with Section 7 of the Pay Equity Act;
- (b) Ensure that the Pay Equity Plan between the parties is appropriately amended to reflect any change of circumstances which subsequently render the Plan to be no longer appropriate within the meaning of the Act.
- (c) Ensure that pay equity is maintained for new and existing job classifications; and;
- (d) Disclose relevant information to pay equity issues.

The parties shall meet within six (6) months of ratification to jointly review the Pay Equity Plan and will continue to meet to do maintenance as required by the Pay Equity Act thereafter.

ARTICLE 36 – TECHNOLOGY CHANGE

36.01 In the event of any technological change which will adversely affect the rights of an employee, their wages, or their working conditions:

- (a) The Employer will notify the Union at least twelve (12) months before the introduction of any such change, if at all possible;
- (b) Such change will not be introduced until the Employer and the Union have reached an Agreement regarding the measures to be taken to protect the employee from these adverse effects;
- (c) Any employee who is rendered redundant, or who is displaced from their job as a result of any such change shall have the opportunity to fill any job posting for which they can qualify under Article 12 (Job Posting) of the Agreement. If there is no job posting for which they can apply, they shall have the right to displace employees with less seniority provided that they have the ability to perform the duties related to the particular job;
- (d) The Employer will assume responsibility for the retraining process of an employee who lacks the necessary skills to continue their job duties after such change. The employee will be given a reasonable period of time during which they may attempt to acquire these skills;
- (e) The Employer will not hire any additional employee into a classification covered by this Agreement until any employee affected by such a change, or on layoff, has been notified of the proposed job opening, and has been allowed a reasonable period of time to attempt to acquire the necessary knowledge or skills to retain or resume their employment;
- (f) An employee will not be dismissed as a result of such a change.

ARTICLE 37 – SUPPLY EMPLOYEES

37.01 The term supply employee in this agreement refers to employees who are scheduled or called in to work on a casual (as needed) basis to fill temporary vacancies when there aren't any full time or part time employees available to fill such vacancies, without incurring overtime.

Such employees are deemed to have resigned where they have been offered work and refused such opportunity on five (5) consecutive occasions, or where they have not worked for the Employer in a period of twelve (12) consecutive months.

Supply employees will be paid as per Article 28.

Upon ratification, there are only Supply employees being utilized for Language Instructor, Childcare Departments and Program Assistant and in accordance with Article 15.07.

Supply Employees are entitled to the terms of the collective agreement unless otherwise stipulated.

Seniority

A separate seniority list for Supply employees shall be maintained by the Employer and shall show the seniority date of each employee, which will be updated quarterly.

Upon completion of their probationary period, supply employees will appear on the seniority list by their hire date.

In the event that a Supply Employee should become a full time or part time employee, such employee's name will be removed from the Supply Seniority list and will be added to the part time and full time seniority list. Such employees shall be credited with all accrued seniority to the date of them securing a job under Article 12 in accordance with the following formula:

All hours worked since date of hire divided by 1950 will equate to years of service.

Employees shall have (30) days upon ratification to review the Seniority List to request consideration to their date of hire.

Call – In Procedure

Supply Employees will be called in order of their date of hire, based on their skills, ability and qualifications to perform the available work.

In Language Instruction, the supply list will be called by seniority until thirty (30) hours have been worked within the work week.

In the Childcare (CNC) and Program Assistant, the supply list will be called in by seniority until thirty-seven and one half (37.5) hours have been worked within the work week.

Job Posting

Supply Employees will have the right to post on job postings that aren't filled in accordance with Article 13 before such job posting is offered externally.

Vacation Pay

Vacation Pay for supply employees will be issued on each pay period in which the employee worked in accordance to the Employment Standards Act, 2000.

Holiday Pay

Holiday entitlement will be as per the Employment Standards Act, 2000. Holiday payment will be calculated as follows:

The total hours compensated in a twenty (20) day period prior to the holiday divided by the number of full-time hours in a twenty (20) day period for the full-time equivalent position multiplied by the regular daily full-time hours.

Supply employees will not be entitled to the Float Holidays under Article 16.

Bereavement Pay

If a supply employee is scheduled to work and there is a death on their scheduled time, they will be entitled to the provisions under Article 14.

ARTICLE 38 – RACIAL JUSTICE ADVOCATE

38.01 In recognition of societal racism, the Employer agrees the union will appoint a Racial Justice Advocate. A racial justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community. The Local Union President will be responsible for the selection of the bargaining unit's Racial Justice Advocate from among the permanent full-time (year-round) employees.

A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized people, and concerns such as racial discrimination and racial violence. The role of the Racial Justice Advocate in the workplace will include to:

- Listen
- Provide support to Black, Indigenous and racialized members.
- Assist with racial justice initiatives.
- Promote access to community culturally appropriate services.
- Work with facility leadership to develop, implement and monitor an Anti-Racism Action Plan
- Network with coalition partners

Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the employer will not unreasonably deny.

All costs associated with training including lost time, will be paid by the union. The Employer will bill the local for all lost time.

LETTER OF UNDERSTANDING #1 – VOLUNTEERS

1. The parties recognize and agree that Volunteers are an essential element of The Windsor Women Working With Immigrant Women programs and community involvement.

Volunteers may serve in various capacities. Opportunity is provided for clients of the Employer, including but not limited to newcomers to Canada, and job seekers, so that such volunteers can gain essential job skills, training and experience that will assist them in becoming more marketable in their search for employment.

Such volunteer opportunities would be term specific and part of an over all training plan that is developed by the Employer.

In other instances, volunteers may be members of the community who wish to provide specialized assistance to the Employer's client base that the Employer otherwise doesn't offer.

These types of programs also serve as a broader outreach to the community bringing awareness and attracting new clients into the organization. With enough interest, such programs are more easily justified for funding thereby providing a potential opportunity for the Employer to proactively propose that funding agencies consider granting budget monies so that they can become ongoing supported (and therefore staffed) programs of the Employer.

Volunteers may include unpaid co-op students and unpaid interns who are placed by other agencies and school training programs.

In consideration of the foregoing, and notwithstanding other provisions contained in this Collective Agreement, the parties agree that volunteers may by mutual agreement between the parties, be permitted to perform the work of the bargaining unit. No employee will be displaced from their position, hours reduced or laid off during which time a student, volunteer or intern is performing work in the department. Moreover, the use of volunteers will not be used to impede growth opportunities of the Employer or used to circumvent any entitlements in the collective agreement, including Job Postings, Article 13 and a new program or work that would create additional postings or additional hours to a classification.

2. Further to the above, the parties acknowledge their mutual agreement that the Employer currently has volunteers and may continue to utilize such volunteers in the following capacity where no funding is provided:
 1. One on One language in-class
 2. In Class assisting instructor
 3. Knitting Class
 4. Citizenship Class assistance
 5. Youth Activity assistance

6. Income tax services for annual tax returns
7. Conversation Circle
8. Senior Program activities

LETTER OF UNDERSTANDING #2 – CROSS TRAINING

Within 90 days of ratification, the parties will meet to discuss and formalize a cross training program. Such program will be based on the needs and requirements in specific departments/classifications and will be offered by seniority wherever possible.

Such cross-training program will be developed and mutually agreed by the parties. It shall be communicated to employees. The employer is committed to provide such training on a fair and balanced approach that is consistent with the organization needs.

LETTER OF UNDERSTANDING #3 – HOURS OF WORK

Exceptions to the normal workday as per Article 15.01, 15.02, 15.03 shall only be when the work only exists for a duration of a shorter shift and no other work within the department/classification exists. If work within the department/classification exists for a longer duration in a day, the employer will abide by Article 15. (Ex, tutoring, Language Tech Support, Childcare Worker).

In such cases, employees will be assigned to other work within their department and classification.

LETTER OF UNDERSTANDING #4 – SATURDAY AND SUNDAY

The parties discussed that in the event the organization needs to expand based on new program funding, and is mandated to go beyond Monday through Friday, the parties agree to meet and negotiate the terms and conditions of such scheduling changes.

LETTER OF UNDERSTANDING #5 – IT TECH SUPPORT

The Employer and the Union had extensive discussions in negotiations on the current practice of IT Tech Support reviewing surveillance and management of emails which provides them

access to confidential information about employees that would not be within the scope of bargaining unit work.

The intent of this letter of understanding is not to take work away that is confidential for the clients, government etc. It is intended to prevent employees from having sensitive information pertaining to another employee. This will not result in any job loss for the current IT Tech Support employees.

LETTER OF UNDERSTANDING #6 – HEALTH & SAFETY/MENTAL HEALTH

The parties agree that a psychologically healthy work environment is a desirable objective for both the Home and its employees.

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace.

This will be a standing discussion item on the Joint Health and Safety Committee agenda.

DATED IN WINDSOR, ONTARIO THIS 21st DAY OF APRIL, 2026

FOR THE COMPANY

FOR THE UNION

Shelley Bickford

Shelley Bickford (Apr 22, 2026 19:09:48 EDT)

Olivia Brezeneau

Olivia Brezeneau (Apr 20, 2026 17:58:13 EDT)

[Signature]

Martyna Markowski

Martyna Markowski (Apr 22, 2026 15:42:32 EDT)

Modupe Akinsanya

Modupe Akinsanya (Apr 21, 2026 10:50:23 EDT)

Jodi Nesbitt

Jodi Nesbitt (Apr 20, 2026 15:03:29 EDT)

[Signature]

Doug Boughner (Apr 20, 2026 16:23:52 EDT)

at/cope343