



COLLECTIVE AGREEMENT

between

LONDON CROSS CULTURAL LEARNER CENTRE

and

UNIFOR AND ITS LOCAL 6005

Expires March 30, 2028

TABLE OF CONTENTS

ARTICLE 1—PURPOSE	1
ARTICLE 2—RECOGNITION	1
ARTICLE 3—MANAGEMENT RIGHTS	2
ARTICLE 4—UNION SECURITY	3
ARTICLE 5—NO DISCRIMINATION.....	4
ARTICLE 6—NO STRIKE OR LOCKOUT.....	4
ARTICLE 7—REPRESENTATION.....	4
ARTICLE 8—GRIEVANCE PROCEDURE.....	6
ARTICLE 9—ARBITRATION.....	7
ARTICLE 10—ADMINISTRATION OF DISCIPLINE	8
ARTICLE 11—SENIORITY/LAYOFF	9
ARTICLE 12—JOB POSTING.....	12
ARTICLE 13—JOB CLASSIFICATION/TEMPORARY TRANSFERS.....	14
ARTICLE 14—LEAVES OF ABSENCE.....	15
ARTICLE 15—HOURS OF WORK.....	21
ARTICLE 16—HOLIDAYS	23
ARTICLE 17—VACATION WITH PAY	24
ARTICLE 18—TRANSFER OF OPERATIONS.....	26
ARTICLE 19—CALL-IN PAY.....	26
ARTICLE 20—BULLETIN BOARDS	27
ARTICLE 21—NEW EMPLOYEE ORIENTATION	27
ARTICLE 22—DATA TO BE SUPPLIED TO UNION	27
ARTICLE 23—HEALTH & SAFETY	28

ARTICLE 24—HARASSMENT IN THE WORKPLACE	29
ARTICLE 25—HUMAN RIGHTS	34
ARTICLE 26—WOMEN'S ADVOCATE.....	34
ARTICLE 27—SUBSTANCE ABUSE.....	35
ARTICLE 28—WAGES/CLASSIFICATIONS	35
ARTICLE 29—BENEFITS	36
ARTICLE 30—PENSION PLAN	37
ARTICLE 31—GENERAL PROVISIONS	37
ARTICLE 32—MISCELLANEOUS	37
ARTICLE 33—SEVERANCE.....	37
ARTICLE 34—DURATION OF AGREEMENT	38
ARTICLE 35—EMPLOYMENT QUALIFICATION OF UPGRADES	38
ARTICLE 36—PAY EQUITY	38
ARTICLE 37—TECHNOLOGY CHANGE	39
ARTICLE 38—PAID EDUCATION LEAVE (PEL).....	39
LETTER OF UNDERSTANDING #1—VOLUNTEERS.....	40
LETTER OF UNDERSTANDING #2—CROSS TRAINING	41
LETTER OF UNDERSTANDING #3—CAAT PENSION PLAN.....	41
LETTER OF UNDERSTANDING #4—MENTAL HEALTH	41
LETTER OF UNDERSTANDING #5—RACIAL JUSTICE ADVOCATE	42
LETTER OF UNDERSTANDING #6—FIXED-TERM WORKERS.....	42
LETTER OF UNDERSTANDING #7—WORKING FROM HOME	43
LETTER OF UNDERSTANDING #8—USE OF PERSONAL VEHICLES	43
APPENDIX “A”—WAGE GRID	45
WAGE CLASSIFICATIONS	46

ARTICLE 1—PURPOSE

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

- (a) To enhance and maintain mutual understanding, cooperation, and respect between the London Cross Cultural Learner Centre, London, Ontario and the Union and its members;
- (b) To jointly affirm that every Employee in the workplace shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment; and,
- (c) To recognize the mutual value of joint discussions and negotiations in establishing the mechanism for prompt and equitable disposition of grievances 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 London Cross Cultural Learner Centre, London, 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 Employees in the bargaining unit.

The word “Employee” as used in this agreement means all Employees of London Cross Cultural Learner Centre working in and out of the City of London, Ontario save and except, Department Manager, persons above the rank of Department Manager, Finance, Human Resources and assistant to the Executive Director/Project Administrator.

The word “Employer” as used in this Agreement means London Cross Cultural Learner Centre, London, Ontario.

The Employer will negotiate at all times necessary in the manner provided herein, with the representatives of the Union, for purposes of determining any disputes that may exist, or 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 right 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 exceptional

circumstances or to instruct, or to be instructed, or to train, or be trained, or unless otherwise agreed in writing between the Employer and the Union.

The Employer will supply the Union a list of Partnership Employees, along with a job description and job compensation information (if available). The Employer agrees not to add to the list without informing the Union in advance.

- 2.03 (a) The Employer shall not contract out or contract in any work usually performed by Employees in the bargaining unit which directly:
- (i) results in the layoff; or,
 - (ii) prevents the recall; or,
 - (iii) results in a reduction in hours of work,
- of an Employee in the bargaining unit.
- (b) The Employer will supply the Union a current list of Life Skill Workers, Language Support Workers and Interpreters. The Employer agrees not to use these contract positions in a manner inconsistent with Article 2.03 (a).
- 2.04 The Employer will provide the Union with a list of the names of its Department Managers.

Any reference to the word “day” or “days” shall be deemed to mean calendar days.

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 London Cross Cultural Learner Centre, 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 dealt with as hereinafter provided;

- (d) Exercise its management rights, decisions and actions for sound operations of the organization made in good faith and not in an arbitrary or discriminatory manner;
- (e) It is agreed and understood that these rights shall be exercised in a manner consistent with the terms of this Agreement; and,
- (f) Establish standards of performance, procure and control supplies, material products, determine the extension, limitation, curtailment or cessation of operations.

ARTICLE 4—UNION SECURITY

4.01 Subject to the provisions of this Article, the Employer will, in each pay period, deduct an amount equivalent to the regular Union dues from the pay of all Employees in the bargaining unit.

Any and all persons performing bargaining unit work will be required to pay Union dues with the exception of excluded persons defined in Article 2.01.

4.02 Where an Employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent earnings.

4.03 The Employer will cease making such deductions when an Employee is assigned to a position not covered by an Agreement with the Union, with the exception of Employees who are assigned to an acting or temporary management position.

4.04 The amount of regular Union dues shall be such amount as may from time to time be certified to the Employer, in a form approved by the Employer, by an Officer of the Union.

4.05 Regular Union dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.

4.06 As soon as reasonably possible after the end of each pay period, the Employer will remit to the Treasurer of the National Union, by wire transfer, the amount so deducted.

4.07 Total of Union dues to be included on Employee T-4 slips.

- 4.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

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

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 *Labour Relations Act, 1995*.

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, including bargaining of a new collective agreement.
- (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 forty-five (45) 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.
- (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 Employer. The parties agree that elected Union representatives may on occasion have discreet discussions on the Employer's premises relating to Union business. The parties further agree that where possible this will occur on the Employee's unpaid time.
- (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 Union may book available private office or similar facilities, as well as use such space for grievance meetings.
- (j) The Employer will grant time taken to attend the monthly Local Executive Meeting for Unifor Local 6005.
- (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 meeting shall be listed on an agenda to be supplied by the party requesting the meeting to the other party not less than seven (7) days before the time for which the meeting is arranged. A National Representative and/or Local Union Representative may be present at such meeting.

- (l) The Employer will pay members of the Union Committee their regular rate of pay for all regularly scheduled working hours lost due to attendance at meetings referred to paragraphs (b), (c), (d), (e), and (k), as well as Collective Agreement negotiation meetings, up to and including conciliation.
- (m) For 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 seven (7) 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 seventh (7th) 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 seven (7) 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 seven (7) days after receipt of the agenda from the Union. The Employer's decision shall be rendered to the Chairperson or designate in writing within seven (7) 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 seven (7) 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 An Employer grievance may be lodged by any member of management directly to Step 2 within seven (7) 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.
- 8.09 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-eight (28) 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. Such notice will include a list of proposed arbitrators. If the parties cannot agree on an arbitrator, the party wishing to further process the grievance may ask the Minister of Labour to nominate the Arbitrator.

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

- (b) The Arbitrator shall not alter, add to, subtract from, modify, amend or disregard any provision of this Agreement. This shall not prevent the Arbitrator from setting aside or modifying a penalty which they 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 them 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 (whichever is available) will be present.

10.02 When discipline (verbal, written warning, suspension or discharge) is to be imposed by the Employer said discipline shall be imposed within fourteen (14) days of the infraction or within fourteen (14) days of when the Employer becomes aware of the infraction. These time limits may be extended by a written agreement of both parties, which will not be unreasonably withheld.

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.

10.03 When a notice of discipline is issued (verbal, written warning or suspension) it will remain on the Employee's file for twelve (12) months from the date of issuance.

- 10.04 At the expiration of the time period stated above, the disciplinary notice shall not be used in any future disciplinary action or grievance.
- 10.05 An Employee shall not be entitled to grieve their release from employment until they have completed their probationary period, so long as the Employer has not acted in an arbitrary or discriminatory manner.

ARTICLE 11—SENIORITY/LAYOFF

- 11.01 Full-time Employees shall be considered probationary until they reach three (3) months or one (1) year from the date of hire, whichever comes first.

Part-time Employees shall be considered probationary until they reach three (3) months or one (1) year from date of hire, whichever comes first.

- 11.02 Seniority is by date of hire. Where there are Employees hired on the same day, their name will appear alphabetically by surname upon completion of probation. 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 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 of their recall from layoff 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 scheduled 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 scheduled working days without notifying the Employer unless they provide a reasonable written excuse for such failure to notify;
- (f) If a seniority Employee is laid off outside of the workplace for longer than twenty-four (24) months; or,
- (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, 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 workforce reductions are required, the Employer will give the Union and the affected Employees as much advance notice as possible and, in any event, no less than eight (8) weeks' advance notice of layoff in writing. The minimum notice requirement may be reduced by mutual agreement between the Employer and the Union, and such agreement shall not be unreasonably denied.

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.

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

- (a) Probationary Employees
- (b) Part-time Employees
- (c) Full-time Employees

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.

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

- 11.13 An Employee who is subject to layoff, shall have the right to either:

- (a) Accept the layoff; or
- (b) Displace the least senior Employee in any classification whose work they have the skill, ability and qualifications for if necessary to perform with up to five (5) working days training in accordance with Article 12 (Job Posting).
- (c) Employees shall have two (2) business days 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 layoff occurs or to the date in which the premium has already been remitted for.

11.17 Recall

When Employees are to be added to a classification 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 twenty-four (24) 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 seven (7) consecutive 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 apply to any job postings via email to Human Resources. Such openings will not be filled before the expiry of the seven (7) 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 five (5) days who has been accepted to fill the vacancy and the successful applicant's name shall be posted for four (4) days.
 - (ii) The Employer assures the Union that the qualifications or wages established for any job classification will be commensurate with the duties and responsibilities of that job classification.

- (iii) When the Union disagrees with the wages established 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) Employees must have one (1) year's seniority before they may apply for a posted job outside of the Employee's program, subject to anything to the contrary in this Collective Agreement.
- (e) Temporary vacancies not exceeding ninety (90) days 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 ninety (90) days 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 advised of any upgrading in the Employee's qualifications and/or job skills.
- (h) The successful applicant for the job shall be entitled to an assessment period of up to thirty (30) days, during which the Employee will have the opportunity to familiarize themselves with the role, duties and processes of the position. Where within the thirty (30) day assessment 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 assessment period may be extended by the parties in writing.

12.02 An Employee will be allowed to bid on all job postings subject to the limitations set out in Article 12.01 (d).

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 So long as a full-time position exists there will be no splitting of that position into two (2) or more part-time positions.

ARTICLE 13—JOB CLASSIFICATION/TEMPORARY TRANSFERS

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

- 13.02 An Employee's work shall be limited to work that is normally performed in their job classifications except in *ad hoc* situations.

- 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 Temporary Transfer

The Employer may temporarily transfer Employees due to staffing or client requirements, or in situations to cover unplanned and/or unexpected absences/leaves, of up to ninety (90) calendar days. This language is not intended for day-to-day moves between classifications or shifts.

When it becomes necessary to temporarily transfer Employees from one job to another, it will be offered to the Employees among those Employees having the seniority, skill, ability and qualifications in order of seniority provided that they have the 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.

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 ninety (90) days 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 ninety (90) days.

- (b) Any Employee who is temporarily transferred to another job, a transfer being a period of ninety (90) days 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 temporarily 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 *Employment Standards Act, 2000*, 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 *Employment Standards Act, 2000* that the *Employment Standards Act, 2000* and not the Collective Agreement applies where the *Employment Standards Act, 2000* 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 *Employment Standards Act, 2000*, 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 fourteen (14) days prior to the commencement of the requested leave, except in cases of emergency.

All requests shall be made on forms provided by the Employer and shall set out the reason the leave is requested. The decision by the Employer shall be rendered within seven (7) 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 6005 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:

- (i) the Employee's spouse (including common law or same-sex spouse);

- (ii) a parent, step-parent or foster parent of the Employee, or the Employee's spouse (including common law or same-sex spouse);
 - (iii) a child, step-child or foster child of the Employee or the Employee's spouse (including common law or same-sex spouse);
 - (iv) a grandparent, step-grandparent, grandchild or step-grandchild of the Employee or the Employee's spouse (including common law or same-sex spouse);
 - (v) the spouse (including common law or same-sex spouse) of a child of the Employee;
 - (vi) the Employee's brother or sister;
 - (vii) a relative of the Employee who is dependent on the Employee for care or assistance; or,
 - (viii) a relative who, by virtue of cultural norms, plays a critical role in the day- to-day life of the family. Acknowledgement of this relationship requires the approval of the Executive Director or designate.
- (b) In the event of a death of an Employee's extended family member listed below, the Employee will be entitled to receive an unpaid leave of absence of one day for: sister-in-law, step-sister, brother-in- law, step-brother, aunt, uncle, niece, and nephew.
 - (c) 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.
 - (d) An Employee can apply to use their paid bereavement day(s) to which they would otherwise be entitled in accordance with this clause for use at a later date to attend an internment or equivalent service.
 - (e) 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.
 - (f) Employees shall be entitled to an extension of the above-mentioned time limits without pay.

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, 2000*.
- (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 their physician which indicates their estimated date of delivery. If the Employee wishes to return from the leave earlier than they 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 they will not accrue seniority during such leave and will not be eligible for continuation of benefits during such leave.

Parental/Adoption Leave

An unpaid leave of absence for any Employee shall be granted for parental and adoption reasons in accordance with the following conditions:

- (a) 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, 2000* effective September 4, 2001.
- (b) 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.
- (c) 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

Seniority Employees will be eligible for five (5) paid personal leave days per year.

14.06 Sick/Personal Emergency Leave

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

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

- (a) In general, full-time Employees will accrue 10.5 hours of paid time per month to a maximum of 126 hours of paid sick/personal emergency leave for each year of work. Part-time Employees will accrue hours of paid sick time equivalent to 2 pro-rated days (average hours worked in a week divided by 5). Part-time Employees will similarly accrue sick/personal emergency leave to a maximum of ten (10) days for each year worked, two (2) of which will be paid.
- (b) Sick/personal related leave can be used in hourly increments.
- (c) Unused sick/personal 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 (i.e.: doctor, 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 seventeen (17) weeks unpaid time away from work to deal with domestic/sexual violence situations with adequate verification. Such Employee will be entitled to five (5) paid days per calendar year.

14.08 Religious Leave

- (a) Certain religious affiliations may require an Employee to observe a religious holiday of special significance. The Employer will endeavour to accommodate an Employee's request for the observance of a religious holiday. Any request for a religious holiday accommodation is subject to the following conditions:
 - (i) The Employee must request the accommodation, in writing, at least two (2) weeks in advance of the religious observance in question;
 - (ii) An Employee may use two (2) days leave as religious holidays each year, with pay;
 - (iii) Each day or part day taken for a religious observance is deemed to be the equivalent of one (1) regular workday; and
 - (iv) Requested accommodation for religious observances in excess of two (2) days may be drawn from accrued lieu time, personal days, earned vacation days, leave of absence without pay or by other arrangements made with the Executive Director or the Executive Director's designate.
- (b) An Employee's religious affiliation is a matter of personal privacy. Only in cases where an issue develops regarding accommodation will an Employee be asked to disclose the nature of their religious observance.

14.09 Paid Jury or Court Witness Duty Leave

The Employer shall grant a leave of absence, without loss of seniority benefits, to an Employee who serves as a juror or witness in any court. The Employer shall continue to pay regular wages during this period and the Employee shall give to the Employer any witness or juror fees received, excluding any amount received by the Employee for traveling, meal, or other expenses. The Employee will present proof of service and the amount of pay received.

Citizenship Leave

An Employee shall be entitled to a reasonable leave of absence, with pay, to process their Canadian Citizenship application. This leave shall be limited to the Employer continuing to pay regular wages during time spent attending the examination and the swearing in ceremony, provided that they occur during regular working hours.

ARTICLE 15—HOURS OF WORK

15.01 The normal working hours for full-time Employees will be thirty-five (35) hours per week. The normal work week shall be Monday through Friday.

The normal working hours for part-time Employees will be less than twenty-eight (28) hours per week.

15.02 The normal workday shall consist of seven (7) hours per day.

15.03 There shall be no shifts less than three (3) hours per day. There will be no split shifts. Any new shifts less than seven (7) hours per day will be by mutual agreement.

15.04 Full-Time

(a) Full-time Employees shall have a set schedule.

(b) 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.

(c) All hours scheduled will be scheduled equally to the Employees in the department within their classification, ensuring seven (7) hours based on seniority in as many positions as possible and any remaining hours equally distributed.

(d) 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.

15.05 Part-Time – Regularly Scheduled

(a) Work schedules covering a one (1) week period shall be posted or communicated to the Employee at least one (1) week 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 mutual agreement or forty-eight (48) hours' cancellation notice of a shift from the Employer.

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

(b) Part-time Employees are normally scheduled for less than twenty-eight (28) hours per week, by seniority. In certain circumstances, a part-time Employee may be scheduled for more than twenty-eight (28) hours per week, for example, to fill in for:

- (i) Any absence of an Employee up to ninety (90) days if not filled under Article 12 (Job Posting)
 - (ii) Vacation
 - (iii) Sick time coverage
- (c) All part-time Employees will be in a posted classification.
- (d) It is the intent of the parties to create as many full-time positions as required.

15.06 Overtime

Full-time and part-time Employees will receive lieu time at rate of one and one-half (1.5) hours for each overtime hour worked over forty (40) 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.

If an Employee is required to work after hours or on a Saturday/Sunday and has not received three (3) working days' advance notice, the Employee will be compensated by lieu time off at the rate of one and one-half (1.5) times the hours worked, to be taken within three (3) 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 and one-half (1.5) times for each hour worked. Such lieu time shall be taken in a three (3) month period after the overtime is worked.

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 the one provided by the *Employment Standards Act, 2000*.

15.07 Breaks/Lunches

For Employees who are scheduled six (6) hours or seven (7) 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 (1) hour unpaid lunch midway of the schedule day.

Break times (not entitlement) can be mutually altered by the parties.

ARTICLE 16—HOLIDAYS

16.01 The Employer recognizes the following holidays with pay each year of the Collective Agreement:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving
- Christmas Day
- Boxing Day
- An additional three (3) days to be scheduled by the Employer between Christmas and New Year's Eve.

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 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.

16.04 Holiday pay for Employees that are scheduled five (5) days per week will be paid at their regularly scheduled shift or according to the *Employment Standards Act, 2000*, whichever is greater.

Holiday pay for Employees that are not scheduled every day of the work week, shall receive pay in accordance with the *Employment Standards Act, 2000*.

The total amount of regular wages earned and vacation pay payable to the Employee in the four (4) work weeks before the work week in which the holiday occurs.

- 16.05 In order to qualify for holiday pay the Employee must have worked on the last scheduled workday prior to, and the next scheduled workday after such holiday.
- 16.06 When a holiday falls within a vacation period, such holiday will not be counted as a vacation day.
- 16.07 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.
- 16.08 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 reasonable 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.
- 16.09 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 time and one-half (1½) their regular rate of pay for all hours worked on the statutory holiday.
- 16.10 Employees who work on any of the above defined statutory holidays during their probationary period shall be paid time and one-half (1½) their regular rate of pay for all hours worked on the statutory holiday.

ARTICLE 17—VACATION WITH PAY

- 17.01 (a) Vacation is accrued and paid in the current vacation year, January 1 to December 31, with continued salary to all full and part-time Employees.

Completed Years of Service	Weeks/ Years	Hours/ Years	Hours/Month Accrued	Hours/Day (30 Day Month) Accrued
0 – 2	2 weeks	70	5.833	0.19
3 – 4	3 weeks	105	8.750	0.291
5 – 14	4 weeks	140	11.667	0.388
15 – 19	5 weeks	175	14.583	0.486
20+	6 weeks	210	17.50	0.583

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) Vacations time is to be taken during the vacation period in which it accrues. A maximum of ten (10) days' (seventy (70) hours) vacation time may be carried over to the following 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.

- (c) 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.
- (d) All vacation requests shall be submitted to the Employer in writing. Approval will be made in accordance with departmental seniority, and subject to scheduling requirements.
- (e) An Employee can schedule consecutive weeks at a time, subject to operational requirements.
- (f) Where an Employee's scheduled vacation is interrupted due to a certified illness, the duration of such illness shall be considered as sick time (up to the Employee's sick time allotment); any unused vacation shall be rescheduled. The Employee is responsible to notify the Employer when this occurs; any requested medical documentation will be supplied by the Employee which will be paid for by the Employer, provided the Employee submits a receipt.

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 each location, 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 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 as well as whether the Employee is full-time or part-time, the Employee's hire date, and job title.
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. Employee's 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. A list of Fixed-Term Workers (within the meaning of LOU #6) and their respective job titles and hire dates).

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 two (2) Union members selected by the Union and two (2) members of Management selected by the Employer, for London Cross Cultural Learner Centre with more than twenty (20) Employees. For London Cross Cultural Learner Centre with less than twenty (20) Employees, there shall be at least one (1) Health and Safety representative.

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 the Union.

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 (1) 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 with 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 (1) 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 they have been subjected to workplace harassment as defined in this Article must follow the steps outlined below:

Tell the alleged harasser(s) (hereinafter called the Respondent(s)) to stop and make known that the behaviour is unwelcome and objectionable.

Initial Investigation

1. 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.
2. Upon receipt of a complaint, the Committee member will immediately advise the Employer's Human Resources and the Union Chairperson.
3. 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.

4. 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.

5. If a resolution is not secured through Step 4, or the appointed Committee members decide to bypass Step 4, 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.

Formal Investigation

6. 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.

7. 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) days after the formal investigation is started, where possible.
8. 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.
9. The Employer's Human Resources Manager 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.

10. 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.
11. 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.
12. The Employer's Executive Director will take steps to implement the decisions and actions outlined in the final report.
13. 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.
14. 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 but not limited to verbal abuse, 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 or designate 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 consisting of one (1) Management representative and one (1) Union representative within seventy-two (72) hours to conduct 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 acknowledges 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; and
- The complaint procedure.

ARTICLE 26—WOMEN'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 Women's Advocate.

The Women's 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 Employees to meet in private so that confidentiality can be maintained when a female wishes to meet with the Women's 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 on December 6th

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.

Any Employee who self-reports an addiction or dependency, will be provided the appropriate support up to and including accommodation. No disciplinary action will be taken for doing so.

ARTICLE 28—WAGES/CLASSIFICATIONS

28.01 Employees will be paid in accordance with the Wage Grid attached hereto as Appendix "A", which forms part of this Agreement, subject to Article 28.02 below.

28.02 Where, immediately prior to the date of ratification of this Agreement, a full-time Employee's wage rate is greater than what is outlined in the Wage Grid, the Employee's wage rate will not be reduced and, instead, will be "red circled" at the higher rate until such time as the Wage Grid rate exceeds the Employee's "red circled" rate. Upon ratification, Employees whose rates will remain "red circled" for that year will be entitled to a lump sum amounts as follows: 1) for those Employees who are "red circled" and whose rates are 3% or more over the applicable wage band: \$750.00; 2) for all other "red circled" Employees: \$300. On April 1, 2024, any Employees who remain "red circled" will be entitled to a lump sum amount of \$750.

28.03 For Employees in Classification 1 (Living Wage Policy), Employees will annually receive the greater of i) the increase to the living wage, as determined by the Employer's usual practice; or ii) the annualized increase received by all other Employees (if any).

ARTICLE 29—BENEFITS

29.01 The benefits contained in this Article are available to full-time Employees whose regular weekly scheduled hours are twenty-eight (28) hours or above.

29.02 Except for item 29.02 (c), below, the Employer will pay one hundred percent (100%) of premiums and provide the benefits listed below to 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):

- (a) Life Insurance and AD&D (current coverage);
- (b) Dependent Life (\$10,000 spouse, \$5,000 dependent child);
- (c) Long-Term Disability (100% Employee paid);
- (d) Extended Health Benefit with Drug Card (current coverage);
- (e) Dental (Current coverage);
- (f) Vision - \$400/24 months plus one (1) eye exam every 24 months; and
- (g) 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.

ARTICLE 30—PENSION PLAN

30.01 Employees will continue to be required to enroll in the CAAT pension plan in accordance with the provisions of the plan. Please reference Letter of Understanding re: CAAT Pension.

ARTICLE 31—GENERAL PROVISIONS

31.01 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 Employees 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. The London Cross Cultural Learner Centre 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 32—MISCELLANEOUS

32.01 The Employer agrees that at no time will video surveillance cameras 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.

ARTICLE 33—SEVERANCE

33.01 If as a result of the partial or total closure of operations due to any reason, any Employee who is permanently laid off, after all Employees have exercised bumping rights under this Agreement will be provided with Severance Pay if applicable as it is required by the *Employment Standards Act, 2000*.

ARTICLE 34—DURATION OF AGREEMENT

34.01 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 from April 1, 2025 up to and including March 30, 2028 and thereafter from year to year unless amended through negotiations.

34.02 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 35—EMPLOYMENT QUALIFICATION OF UPGRADES

35.01 In the event the Employer requires an Employee to obtain new qualifications, or upgrade existing qualifications in order to remain in their existing classifications, 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. For clarity, this does not apply where an Employee is attempting to post into a position for which they do not meet the posted qualifications.

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

ARTICLE 36—PAY EQUITY

36.01 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 *Pay Equity 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 discuss any potential issues or concerns regarding the implementation and suitability of the Plan.

ARTICLE 37—TECHNOLOGY CHANGE

37.01 In the event of any technological change which will adversely affect the rights of an Employee, their wages, or their working conditions, the Employer will meet with the Union in advance of the introduction of the change in order to discuss measures to be taken to protect Employees from such adverse effects.

ARTICLE 38—PAID EDUCATION LEAVE (PEL)

38.01 The Employer agrees to pay into a special fund five hundred dollars (\$500.00) annually for the purpose of providing paid education leave. Such leave will be for upgrading the Employees' skills in all aspects of trade union functions. Such monies are to be paid annually into a trust fund established by the National Union, Unifor and sent to the following address:

*Unifor National Treasurer
115 Gordon Baker Rd
Toronto, ON M2H 0A8*

DATED at London, Ontario this 22nd day of May, 2025.

LONDON CROSS CULTURAL LEARNER CENTRE

Valerian Marochko

Rifat Hussain

Mahin Ghasemiyani

Steven Dai

Surya Prasad Acharya

Heather Kipp

Sue Auton

UNIFOR AND ITS LOCAL 6005

Huda Abushanab

Shinade Allder

Joseph Jililovich

Susan Kadray

Ayesha Khan

Ray Kolody

Dawn Leroux

LETTER OF UNDERSTANDING #1—VOLUNTEERS

The parties recognize and agree that Volunteers are an essential element of the London Cross Cultural Learner Centre 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 overall 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 on-going 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. The Employer will not use volunteers for work usually performed by Employees which directly (i) result in the layoff; or, (ii) prevents the recall; or, (iii) results in a reduction in hours of work, of an Employee. Moreover, volunteers will not be used to circumvent any entitlements in the Collective Agreement, including Job Postings, Job Classifications & Temporary Transfers or a new program or work that would create additional postings or additional hours to a classification.

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:

- Conversation Circle Leader
- Small Group Support Volunteer
- Youth Program Support Volunteer
- One-time/On-call Event Volunteer
- Administrative Support Volunteer

- Language Support Volunteer
- Canada Connect Volunteer
- Networking Volunteer
- Driver Volunteer
- Children Activities Volunteer
- Volunteer Leader Volunteer
- RAP Volunteer

LETTER OF UNDERSTANDING #2—CROSS TRAINING

Within ninety (90) days of ratification, the parties will meet to discuss the potential creation of a cross-training program, including the scope, operation, and funding of such a program.

LETTER OF UNDERSTANDING #3—CAAT PENSION PLAN

During negotiations for the first Collective Agreement, the parties agreed to revise the Employee/Employer contribution to the CAAT Pension Plan (the “Plan”) to 4.5%/5.5% annually, referred to as “asymmetrical contributions” for the duration of the Collective Agreement, subject to approval by the Plan Administrator (the “Administrator”).

The Administrator has since confirmed that it will accommodate the asymmetrical contribution arrangement on which the parties have agreed for a period of five (5) consecutive years. However, the parties understand that it is the Administrator’s position that the parties must return to a symmetrical 5%/5%, Employer/Employee contribution rate by no later than the end of such five (5) year period (and ongoing thereafter).

Accordingly, the parties hereby agree that the 4.5%/5.5% asymmetrical annual contribution rate will take effect as of April 1, 2021, and that the parties will return to a 5%/5% contribution rate by no later than April 1, 2026.

LETTER OF UNDERSTANDING #4—MENTAL HEALTH

The parties agree that a psychologically healthy work environment is a desirable objective for both the London Cross Cultural Learner Centre 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 a 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 its effect in the workplace. This will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.

LETTER OF UNDERSTANDING #5—RACIAL JUSTICE ADVOCATE

In recognition of societal racism, the Employer agrees to identify a racial justice advocate at each facility covered by the Collective Agreement. 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 facility Racial Justice Advocate. A Racial Justice Advocate is a workplace representative who will assist and support Black, Indigenous, or 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, or racialized members;
- Assist with racial justice initiatives;
- Promote access to community cultural 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 fulfill ~~his/her~~ **their** duties, the Union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the Employer. Such approval shall not be unreasonably withheld.

Each year on March 21 at 11:00 a.m., work will stop and one (1) minute of silence will be observed in support of Racial Justice.

LETTER OF UNDERSTANDING #6—FIXED-TERM WORKERS

The parties recognize that some workers within the organization (“Fixed-Term Workers”) are hired to work in a special project, which is funded by dedicated grants provided to the Employer. Such dedicated grants are for the specific purpose of special projects and are not considered to be part of the Employer’s core budget.

The parties agree that these Fixed-Term Workers are not included in the bargaining unit, subject to the circumstances outlined below:

1. Fixed-Term Workers may apply for posted jobs within their program/department after three months of continuous employment.
2. Fixed-Term Workers who have been employed by the organization for more than twelve (12) months will be subject to all terms and conditions of the Collective Agreement. For the purposes of Article 11.02, such workers’ seniority date will be the last date of hire.

The Employer and the Union agree that any dispute arising from this LOU may be subject to the grievance arbitration procedure as a policy grievance pursuant to Article 8.07.

At no time will a temporary worker be hired to backfill for a bargaining unit Employee.

LETTER OF UNDERSTANDING #7—WORKING FROM HOME

Eligible Employees, as determined by the Employer, shall have the option to work one (1) day per week from home under the Employer's Hybrid Work Program.

The Employer commits to reviewing the positions currently ineligible to participate in the Hybrid Work Policy with a view towards moving them to Eligible Employee status if possible, considering: 1) whether there is sufficient work available for the Employee to perform from home; and 2) whether working from home will negatively impact service delivery. For clarity, nothing in this paragraph is intended to fetter the Employer rights under Article 3.

If the Employer intends to make any changes to its Hybrid Work Program, whether on an organizational or a departmental level, including identifying Eligible Employees or any particular employee's participation in the Hybrid Work Program, the Employer agrees to raise and discuss the issue at a Union/Management meeting no less than thirty (30) days prior to implementing such changes. Such changes will not be made unreasonably.

The Employer recognizes working from home promotes work life balance and mental health wellness. The Employer will not act in an arbitrary manner in a final decision to alter the Hybrid Work Program.

Added Eligible Positions for Working From Home:

RAP Wellbeing Counsellor	CC Volunteer and Match Facilitator
RAP Residential Coordinator	CC Canada Connects Facilitator
CC Network and Match Facilitator	YESS Facilitator

LETTER OF UNDERSTANDING #8—USE OF PERSONAL VEHICLES

Employees will not be required to transport clients of the Employer using the Employees' personal vehicles.

DATED at London, Ontario this 22nd day of May, 2025.

**LONDON CROSS CULTURAL
LEARNER CENTRE**

Valerian Marochko

Rifat Hussain

Mahin Ghasemiyani

Steven Dai

Surya Prasad Acharya

Heather Kipp

Sue Auton

UNIFOR AND ITS LOCAL 6005

Huda Abushanab

Shinade Allder

Joseph Jilitevich

Susan Kadray

Ayesha Khan

Ray Kolody

Dawn Leroux

APPENDIX “A”—WAGE GRID

April 1, 2025

3% wage increase

Years in the Classification	Start	1	2	3	4	5
Classification 1	Living Wage					
Classification 2	\$21.87	\$22.08	\$22.30	\$22.54	\$22.76	\$22.99
Classification 3	\$27.20	\$27.48	\$27.76	\$28.04	\$28.31	\$28.61
Classification 4	\$29.65	\$29.96	\$30.26	\$30.56	\$30.88	\$31.19

April 1, 2026

3% wage increase

Years in the Classification	Start	1	2	3	4	5
Classification 1	Living Wage					
Classification 2	\$22.52	\$22.75	\$22.97	\$23.21	\$23.45	\$23.68
Classification 3	\$28.02	\$28.30	\$28.59	\$28.88	\$29.16	\$29.47
Classification 4	\$30.54	\$30.86	\$31.17	\$31.48	\$31.81	\$32.12

April 1, 2027

3% wage increase

Years in the Classification	Start	1	2	3	4	5
Classification 1	Living Wage					
Classification 2	\$23.20	\$23.43	\$23.66	\$23.91	\$24.15	\$24.39
Classification 3	\$28.86	\$29.15	\$29.45	\$29.74	\$30.04	\$30.36
Classification 4	\$31.46	\$31.79	\$32.10	\$32.42	\$32.76	\$33.09

For clarity, the general wage increases outlined above will become effective on the anniversary date of the Collective Agreement listed, while step increases will be effective on the Employee’s anniversary date.

WAGE CLASSIFICATIONS

Classification 1
• Students • Basic Clerical
Classification 2
• Client Orientation Assistant • Program Assistant • Intake Worker • Custodian • Intake Worker/Settlement Counsellor
Classification 3
• Communications Coordinator • Group and Events Facilitator • Housing Coordinator • Job Search Facilitator • Language Services Coordinator • Network and Match Facilitator • Resettlement Counsellor • Volunteer Coordinator • Youth and Family Facilitator • Case Manager • Settlement Counsellor • Resettlement Worker/Life Skills Coordinator • Residential Coordinator • Language Assessor • Settlement Worker in Schools (SWIS) • Volunteer with Ambition Facilitator • YESS Facilitator • Canada Connects Facilitator
Classification 4
• Wellbeing Counselor • Gender-Based Violence Counsellor • Community Engagement Specialist • Indigenous Peoples Educator • YESS Lead Facilitator • Logistics Coordinator • RAP Services Coordinator • Health and Complex Case Service Coordinator