COLLECTIVE AGREEMENT

- between -

WA&HC
Workers Arts and Heritage Centre

WORKERS ARTS AND HERITAGE CENTRE

- and -

CUPE 1281

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1281

DURATION OF AGREEMENT: JULY 1, 2026 - JUNE 30, 2028

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Article 1 - Purpose

1.01 The General purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its Employees represented by the Union and to set forth agreement covering rates of pay and other working conditions. The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith.

Article 2 - Management Functions

2.01 Without limiting the generality of the above, these rights include, but are not limited to, the right to:

(a) Hire, classify, direct, promote, retire, transfer, layoff or recall, and to discharge, reprimand, suspend, demote or otherwise discipline Employees for just cause;

(b) Determine the requirements of a job and the standards of the work to be performed;

(c) Expand, reduce, alter, combine, transfer or cease any job, department, operation or service;

(d) Determine the size and composition of the work force;

(e) Make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement;

(f) Create a healthy work environment conducive to productive work;

(g) Maintain order and efficiency and otherwise generally manage the workplace, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

(h) The Employer agrees to exercise such functions in a fair, reasonable, and equitable manner, and in a manner which is consistent with other provisions in this Agreement.

2.02 In the event it is alleged that the Employer has exercised any of the foregoing rights contrary to the provisions of the Agreement, the matter may be made the subject of a grievance.

Article 3 - Recognition

3.01 The Employer recognizes the Canadian Union of Public Employee's as the sole and exclusive bargaining agent for all Employees of Workers Arts and Heritage Centre save and except Supervisors, persons above the rank of Supervisors and persons retained on a "fee for service" basis, or as independent contractors, and project Employees and summer students.

3.02 For the Purposes of this Collective Agreement "Employee" means a member of the bargaining unit.

3.03 No Employee shall be displaced, laid off, denied recall or posting opportunities, or suffer a reduction in his/her normal hours of work with the Employer as a direct result of the Employer contracting out work normally performed by members of the bargaining unit.

Article 4 - No Discrimination or Harassment

4.01

(a) The Employer agrees that there shall be no discrimination with respect to employment by reason of age, race, creed, colour, national origin, political or religious affiliation, handicap, sex or marital status, or place of residence in accordance with the Ontario Human Rights Code, 1990 as amended nor by reason of his/her membership or lawful activity in the Union as protected by the *Ontario Labour Relations Act, 1995* as amended.

For clarity it is understood Spouse, or Common Law Spouse including same sex partner as defined under the Family Law Act R.S.O. 1990.

(b) The parties agree that Employees in the same-sex relationships shall be deemed to have the same marital and family status as Employees who are married or in common-law relationships with respect to all matters covered by this agreement.

(c) In addition to the foregoing, the Parties further recognize and shall adhere to the *Ontario Human Rights Code, R.S.O. 1990, CHAPTER H.19*, as amended from time to time.

4.02 No Employee shall be required to perform the duties of a personal nature not connected with the approved operations of the Employer.

4.03 The Employer agrees to foster a harassment free workplace and will not tolerate any form of harassment or discrimination in the actions of the Employer, the Employees, Board Members, Contractors/Subcontractors, or Volunteers.

4.04 Harassment in the workplace includes, but is not limited to, threats or a pattern of aggressive, bullying, or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that his or her behaviour is likely to create an intimidating or hostile workplace environment.

4.05 The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment and agree to take all possible and appropriate action to foster such an environment.

4.06 Sexual Harassment shall be defined as:

(a) Unwanted attention of a sexually oriented nature made by a person(s) who know or ought reasonably to know that such attention is unwanted; and/or

(b) Expressed or implied promise of reward for complying with or submitting to a sexually oriented request or advance; and/or

(c) Expressed or implied threat or reprisal for not complying with or submitting to a sexually oriented request or advance; and/or

(d) Sexually oriented remarks and/or behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work.

4.07 A grievance concerning the alleged breach of this Article may be submitted directly at STEP 1 (Article 8 – Grievances) of the grievance process within 15 working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.

4.08 Where both the complainant and the alleged harasser are members of the bargaining unit, and upon request by either the Employer or the Union, the parties agree to use an external investigator (the cost of which shall be borne by the Employer), with expertise in the area of human rights and harassment cases, to investigate the complaint and make recommendations to the Employer, the cost of which shall be borne by the Employer. The investigator shall be selected by mutual agreement between the Employer and the Union.

Article 5 - No Strikes or Lockouts

5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

5.02

(a) In the event that any Employees working at the building where the Employer's office is located, other than those covered by this Agreement, engage in a lawful strike or are locked out, Employees covered by this Agreement shall not be required to cross their picket lines. Under such circumstances, Employees may opt to use vacation credits for all time not worked and shall not be subject to discipline from the Employer.

(b) In the event that Employees, while performing their duties outside of the Employer's office, encounter a legal picket line, the Employee shall not be required to cross the picket line. Under such circumstances, the Employees shall contact the Executive Director for alternate duties and the Employees shall not be subject to discipline from the Employer.

Article 6 - Union Membership

6.01 As a condition of employment, each Employee shall become a member of the Union.

6.02 The Employer will deduct each month from the wage (if any) of each bargaining unit member, a sum equal to the monthly Union dues and/or assessments as certified to the Employer from time to time by the Treasurer of the Union. The Employer shall remit the dues so collected to the Union monthly, accompanied by a list of names of Employees.

6.03 The Union shall be advised of all persons hired under this Collective Agreement, their employment category, home address and telephone number, as well as of temporary

promotions, transfers, and terminations.

Article 7 - Union Representation

7.01 In order that no individual Employee or group of Employees shall undertake to represent the Union without proper Union authorization, the Union shall provide the Employer, in writing, with the names and locations of all its Union representatives. The Employer shall be required to recognize such representatives only from the date of receipt of such notice.

7.02 The Union acknowledges that its representatives have their duties to perform as Employees to the Employer and agrees that such persons shall not request, nor be granted, unreasonable amounts of time off from work to attend to Union business.

7.03

(a) Notwithstanding Article 7.05, the Employer agrees to grant, without loss of normal wage, up to two (2) hours of time off to the Steward to attend regular membership meetings to a maximum of four (4) times per year provided that the Union notifies the Employer in writing at least two (2) working days prior to such meetings.

(b) Notwithstanding Article 7.05, the Employer agrees to grant, without loss of normal wage, one full shift of time off to the Steward to attend Steward Council Meetings of CUPE Local 1281 to a maximum of four (4) times per year provided that the Union notifies the Employer in writing at least five (5) working days prior to such meetings.

7.04 Representatives may be granted reasonable time off without loss of normal wage in order to investigate the circumstances surrounding a Union member's grievance or alleged grievance and to confer with the Union member concerned. It is understood that this clause applies to meetings held during the Employee's normal working hours and that no compensation will be granted for meetings extended beyond or commencing prior to the Employees normal working hours.

7.05

(a) The appropriate Union representative shall be permitted to meet with a new Employee once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of Union membership. This meeting, which shall not exceed one (1) hour, may take place during working hours at the Employee's request, at a time to be approved by the Employer.

(b) The Employer agrees that an Employee shall have a Union Steward present at a non-disciplinary meeting initiated by management, the purpose of which, as clearly stated in the meeting notification, is to discuss the Employee's performance in the workplace. If a Steward is not available, the Employee may choose another member of the bargaining unit.

It is further understood that meeting notification shall be given at least 48 hours prior to the occurrence of the meeting.

(c) The Employer agrees that an Employee shall have the right to have a Union Steward present at a meeting, initiated by the Employee, the purpose of which, as clearly stated in the meeting notification, is to discuss the Employee's assigned responsibilities and performance in the workplace.

(d) The Employer shall schedule meetings within working hours.

7.06 Where notice or reply to the Union is required by any provision of this Collective Agreement, such notice shall be in writing to the Sub Local Shop Steward at the job site and copied to the President of the Local at the Union office: 25 Wood Street Suite 102, Toronto, Ontario, M4Y 2P9, or any other address as supplied in writing by the Union.

Failure to conform to the requirements of this clause shall render any such notice null and void unless otherwise agreed to and accepted by the Union through written confirmation to the Employer.

Article 8 - Grievances

8.01 For the purpose of this Agreement "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Employer and any Employee bound by this Agreement or between the Employer and the Union. Grievances shall be dealt with in the following manner.

8.02 The Employer's Management Committee shall be an ad hoc committee of the Board of Directors, struck if a grievance is filed at Step 1, as per 8.04 of this Agreement. The Committee shall be made up of three (3) members of the Board of Directors.

8.03 **STEP 1**

With the exception of a grievance that may be submitted directly at STEP 1 as provided for in this Agreement, no grievance shall be deemed to exist unless the matter has been discussed by the Employee, accompanied by a Union Steward, and the Executive Director. This discussion shall be requested by the Employee or a Union Steward no later than ten (10) working days after the Employee or the Union become aware, or reasonably ought to have been aware, of the circumstances giving rise thereto. The Employer's reply shall be given to the Employee or Union Steward no later than seven (7) working days following the discussion.

8.04 **STEP 2**

If the grievance is not settled as provided for in 8.02 above, it shall be set forth in writing on a form provided for by the Union, signed by the grievor and a Union Steward and given the Board Co-Chairs. The written grievance shall be submitted no later than seven (7) working days following the receipt of the Employer's reply provided for in 8.02 above, and shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that has been allegedly violated and the relief sought. The grievance shall be discussed at a meeting attended by the grievor, the appropriate Union representatives, and the Employer's Management Committee. Every reasonable effort shall be made to hold this meeting no later than fifteen (15) working days after receipt of the grievance

form, at a time to be mutually agreed upon. The Employer's written reply shall be given no later than seven (7) working days following the meeting.

8.05 Where the issue that is subject of a potential grievance involves the Executive Director, the grievor may submit the grievance directly at STEP 1.

8.06 A group grievance shall be defined as a grievance where two (2) or more Employees allege that a specific provision or interpretation of the Agreement has been violated and request a common relief.

8.07 A policy grievance shall be defined as a grievance involving a question of general application or interpretation of an Article(s) of this Agreement and may be submitted by the Union directly at STEP 1. However, no grievance shall be considered where the grievance is submitted more than ten (10) working days after the Union became aware or reasonably ought to have been aware of the circumstances giving rise thereto.

8.08 Saturdays, Sundays, and Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance and Arbitration Procedure. Any of the time allowances set out in this Article may be extended, if mutually agreed in writing, by the parties.

8.09

(a) The parties agree that if a grievance is not settled in STEP 1, either party may request that it be heard at mediation.

(b) If a grievance is not settled in STEP 1 or at mediation, it may be taken to Arbitration as provided for in Article 9 – Arbitration.

8.10 Unresolved grievances may be referred to mediation upon mutual agreement of the parties. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally. It is understood that all timelines to proceed to arbitration shall be placed in abeyance until such time as the mediation process is completed.

Grievances may proceed through the grievance procedure to a mediator for the purpose of resolving grievances in an expeditious and informed manner. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

If the parties are unable to settle the grievance by mediation, the parties, by mutual consent, may empower the mediator as an arbitrator and the arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the arbitrator may establish or limit the nature and extent and form of the evidence and may impose such-conditions, as they consider appropriate. The arbitrator shall give a succinct decision within seven (7) calendar days after completing proceedings unless the parties agree otherwise.

8.11 Grievances

The time limits may be extended by mutual agreement in writing.

Article 9 - Arbitration

9.01 If a grievance is not settled in STEP 1 or at mediation, it may be taken to Arbitration no later than ten (10) working days following receipt of the Employer's written reply as required in STEP 1, or failure to reach a mediated settlement.

9.02 The arbitrator shall hear and determine the matter in dispute, and issue an award, which shall be final and binding upon the parties to this Agreement. The arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award that has such effect.

9.03 The Grievor and the Union Steward attending settlement meetings held by mutual agreement during the normal working day prior to arbitration hearings shall receive their normal wages. Each party shall bear the expenses of its representatives, participants, and witnesses and for the preparation and presentation of its own case for arbitration. The fees and expenses of the Arbitrator or Chair shall be borne equally by the parties.

9.04 Where the matter is referred to arbitration by either Party, the Union and the Employer shall each appoint a representative within fifteen (15) working days of notification of intent to proceed to arbitration.

i) Both representatives shall meet within fifteen (15) working days of appointment for the purpose of selecting a single Arbitrator.

ii) Where the representatives are unable to agree upon a single Arbitrator within fifteen (15) working days of meeting for that purpose, either Party may request, in writing, the Minister of Labour to appoint a sole Arbitrator.

Article 10 - Seniority

10.01 Seniority shall mean an Employee's length of service, calculated from the original date of hire into the bargaining unit.

10.02 The Employer shall provide Employees and the Union, no less than once every year, with an up-to-date seniority list which shall contain the name, seniority, and position title of each bargaining unit member.

10.03 Probation Period

The probation period for newly hired Employees shall be for a period of ninety (90) calendar days. It may be extended for one (1) further thirty (30) calendar day period by written agreement of the Probationary Employee, the Employer, and the Union. The Employer will meet with the probationary employee on a once-a-month basis and provide feedback and support where needed.

10.04 Probationary Employees may be terminated for any reason that is not arbitrary, discriminatory or in bad faith, and under such circumstances such termination is not grievable.

10.05 Contract Employees hired to Permanent

Where a contract employee is subsequently hired to a permanent position through the hiring process in Article 12 for the same position they held as a contract employee, the hire date and probationary period start date will be counted form the start date of their first contract in the same position.

Article 11 - Discipline and Discharge

11.01 An Employee shall be accompanied by a Union representative on the occasion of a meeting with no more than two representatives of management, unless otherwise agreed to by the parties, where disciplinary action is to be discussed or where a probationary Employee is to be terminated.

(a) A member shall not be discharged, demoted, disciplined or suspended without just cause.

(b) It is recognized that a lesser standard of just cause (Basic procedural fairness) applies to the discharge of a probationary Employee.

11.02

(a) Discipline will be progressive and shall include a verbal warning, written warning, suspension, or dismissal, depending on the nature of the action or actions for which discipline is being imposed.

(b) Except in cases of gross misconduct, no discipline shall be imposed without first holding a meeting, within five (5) working days of the action requiring discipline or within five (5) working days of the Employer reasonably becoming aware of an action requiring discipline, to inform the Employee that discipline will be imposed unless the actions are corrected within a set timeframe. At such a meeting the following will be discussed:

(i) what the Employee has allegedly done such that the discipline may be considered; and

(ii) what is expected of the Employee to correct the alleged problem; and the timeframe and actions required to correct the actions requiring discipline.

(iii) the timeframe and actions required to correct the actions requiring discipline.

(c) The Employer shall send a letter confirming any action arising from the meeting no later than ten (10) working days following the meeting. This letter shall clearly outline the reasons for action taken and shall form the basis for the Employer's case in the event of a grievance or arbitration. Copies of this letter shall be concurrently sent to the Union office and placed in the Employee file.

(d) If, after the timeframe laid out above, the action has not been corrected, the Employer may advance discipline to the next stage.

(e) The Employer may send an Employee home with pay at any time in the process while investigating the alleged matter resulting in potential discipline.

11.03 If twelve (12) months elapse without further similar or related incidents, this letter and all reference pertaining thereto shall be removed from the Employee File.

11.04 A grievance concerning a discharge or suspension without pay may be submitted directly at STEP 1 no later than five (5) working days following receipt of the letter provided for under Article 11.02 above.

Article 12 - Job Posting

12.01

(a) When a vacancy occurs, or positions are created, the Employer shall notify the Union in writing and post notices of the position(s) in the workplace.

(b) It is understood that all such vacant, or newly created, positions shall be posted within seven (7) days of the vacancy being created.

(c) In the event that the selection process is not completed within thirty (30) days, the Employer shall advise the Union and any affected bargaining unit applicants of the status of the selection process and the reason for the delay.

(d) Bargaining unit members shall have priority for all bargaining unit positions provided they submit applications in a timely manner, as provided for in Article 12.02.

(e) This clause will not apply to projects where the principles are identified prior to funding being secured or as a condition of funding.

12.02 Bargaining unit positions of at least two (2) months' duration shall be posted as follows:

(a) The position, including a description of the duties and responsibilities, shall be posted on the Employer's premises, with a copy sent to the Union, indicating the hours of work, job title, qualifications, wage range and deadline date for applications. The posted qualifications shall clearly reflect the requirements of the position. Any Employee may apply for any job so posted.

(b) Applications submitted by bargaining unit members no later than five (5) working days following the posting shall be considered as internal applications, and such applicants shall have priority over other applicants. To facilitate this, all internal applicants who meet the minimum required qualifications specified on the job posting shall be interviewed and fully considered before any outside applicant is interviewed. Only where two or more qualified applicants are relatively equal with respect to skills and demonstrated ability shall seniority determine the selection.

(c) If no qualified internal applicant is appointed, and where a training period of thirty (30) working days or less would allow an unqualified internal applicant to meet the posted qualifications, such training shall be provided at the Employer's expense and shall constitute part of the trial period provided for under Article 13.03. If there

is more than one such applicant, seniority shall determine the selection. There will be no funding for external training.

(d) The Employer shall notify the Union and the affected Employees, in writing, of its decision(s) to fill a position (including the name of the applicant selected).

12.03 A grievance concerning a hiring decision may be submitted by the Union on behalf of the Employee directly to STEP 1 no later than ten (10) working days following the Employee's receipt of the notification provided for in 12.02 (d).

12.04

(a) Where additional hours become available as a result of a position becoming temporarily vacant due to sickness, leave or resignation, or if there is time between the end of one Employee's contract and the hiring of a new Employee, the parties agree that the Employer may hire a Term Employee to temporarily fill the position. Such appointments shall not exceed four (4) weeks in duration without written approval from the Union.

(b) Term Employees shall be paid the rate of pay for the position as set out in Article 28. It is further understood that Term Employees shall be covered by the terms of this agreement with the following exceptions: Articles 14, 18, 21, 22 and 27. For clarity, it is understood that Term Employees may not grieve the termination of their contract.

Article 13 - Transfers and Promotions

13.01 No Employee shall be required to accept a transfer or promotion out of the bargaining unit without that Employee's consent.

An Employee who has accepted a transfer or promotion out of the bargaining unit but remains in the employ of the Employer may return to the bargaining unit within one (1) year of such transfer or promotion without penalty or promotion. Should the Employee return to the bargaining unit more than one (1) year after such transfer or promotion the Employee's seniority shall be reduced to sixty-one (61) days.

When transferred or promoted to a new job, the Employee shall have a trial period of thirty (30) working days unless otherwise agreed to, in writing, by the parties. The Employee shall receive appropriate job instruction during the trial period. If the Employee finds the job unsatisfactory or is unable to meet the job requirements in a manner satisfactory to the Employer, the Employee shall be returned to the former position. However, where practicable, the matter will have been discussed prior to the Employee deciding to return. If the Employee is unable to meet the requirements of the position, the matter will have been discussed at a meeting with the Employer and the Employee accompanied by a Union Steward prior to the decision being reached. When an Employee returns or is returned to the former position, the wage shall revert to that held immediately prior to the transfer or promotion. The Union shall be notified of any Employee returning under this

clause. If the former position does not exist, the employee shall be laid off, as per Article 14, and shall have access to the bumping provisions in 14.02 to retain a position.

Article 14 - Layoff

14.01 A lay-off shall be defined as a reduction in the workforce or a reduction of hours below the regularly scheduled hours of work for a member of the bargaining unit.

(a) In the event of a layoff, Employees shall be laid off in reverse order of seniority provided those remaining have the ability to perform the required work.
(b) No Employee shall have their regular workload increased as a result of layoff or attrition.
(c) A grievance concerning a layoff may be submitted directly at STEP 1 within ten (10) working days after receipt of notice.
(d) The Employer and the Union agree that all possible means to avoid layoffs will be explored. Should a layoff appear to be imminent, the Employer will notify the Union in writing and consult with the Union within two (2) weeks of the above notice to examine all possible options. The Employer shall provide to the Union all pertinent staffing and financial information. The Employer shall consider all suggestions from the Union and will make every effort to avoid layoffs.

14.02 Bumping

If, as a result of a layoff, an Employee elects to bump into a position of their choice where the incumbent has less seniority, they shall be placed in the position and given a familiarization period of thirty (30) working days unless the Employer can reasonably show that the Employee does not demonstrate the required skill, and qualifications of such a position. If no such position is available, the Employee shall be laid off. Any Employee bumped out of the position shall be covered by all provisions of this Article.

14.03 The parties agree to the following terms of agreement with regard to recall and bumping rights:

(a) An Employee, after receipt of lay-off notice, shall retain recall rights to their home classification (the position that they were laid off from), for a period of twelve (12) consecutive calendar months from the effective date of the start of their lay-off.

(b) An Employee, after receipt of lay-off notice, shall retain recall rights whether they are laid-off, bumped, or posted into another position, for the period as noted above, for the purpose noted above.

(c) Any Employee, who has not been recalled to their classification within the above stated recall period, shall have their recall rights to the classification exhausted and the Employee's home position becomes the position that they bumped into or in the case of lay-off, the Employee's service and seniority with the Employer are terminated.
(d) An Employee, who is laid-off prior to the start of a pregnancy/parental leave after a lay-off begins, shall have the recall clock continue to run for the period of twelve (12) consecutive calendar months from the effective date of the start of their lay-off.

(e) An Employee, who files a claim for Short Term Disability/Workers Compensation, after notice of lay-off has been received, shall have the recall clock continue to run

for the above twelve (12) consecutive calendar months.

(f) An Employee, actively employed by the Employer, who declines a recall to their home classification, shall have their recall rights to that classification exhausted, effective the date the Employee declined the recall.

(g) If an Employee is laid off, for a period of twelve (12) months following the commencement of layoff, the Employer will send a notice of posting for any positions to the Employee's last -known address: Employees on layoff shall be considered internal applicants for any such positions. It will be the responsibility of the Employee to notify the Employer should the Employee wish to be considered as an applicant in accordance with Article 12 for a position posted.

14.04 Employees affected by layoff shall not lose their employment relationship during the layoff period if they elect to take temporary positions with the Employer during the layoff period.

14.05 The employment relationship of any Employee who has been laid off for a period of twelve (12) or more consecutive months, shall be terminated.

14.06 Severance Pay

In the event of a layoff that results in the termination of an Employee, the Employee shall be offered a severance package in the amount of one (1) week's wages for every year of service, to a maximum of twenty-six (26) weeks.

Article 15 - Training and Technology

15.01 The parties recognize the organizational and individual benefits to be obtained through staff training, and that training shall be understood as an ongoing means of enabling Employees to maximize their talents and abilities. At the discretion of the ED and as workflow and budget permits, employees will be provided with time off to take approved courses, seminars, or workshops with no loss of wages to the Employee. Employees can request training opportunities at any time in the calendar year are encouraged to do so, and if funding is available, the Employer will reimburse the Employee for associated costs.

15.02 Notification of Technological Changes

The Employer shall take adequate steps to notify all Employees, and the Union, six (6) weeks before the introduction of any technological changes, including the usage of Artificial Intelligence (AI), that affect the rights of Employees, conditions of employment, wage rates, or workloads.

15.03 No Dismissal

No Employee shall be dismissed or suffer any other reduction in their hours of work because of technological changes.

15.04 Training – Technological Changes

When, as a result of technological change, the Employer determines that an employee

requires new skills or knowledge in order to perform the duties of the Employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the Employee's working hours without loss of pay and at no cost to the Employee. It is understood that such training is not to be confused with the other provisions covering professional development under this Agreement.

15.05 Electronic Surveillance

The Employer shall not use technology intended to surveil, electronically monitor, or collect data from Employees.

Article 16 - Health and Safety

16.01 The Parties recognize the right of Employees to work in a secure, healthy, safe, and accessible environment. Both Parties also acknowledge that the Employer and Employees have duties and responsibilities with regard to healthy and safe conditions in accordance with the provisions of Occupational Health and Safety Act, R.S.O. 1990. The parties agree to abide by the provisions of the *Occupational Health and Safety Act, R.S.O. 1990* as amended from time to time.

16.02

(a) The Employer shall make all reasonable provisions for the health and safety of employees during working hours, and the Union may, from time to time, bring to the attention of the Employer any suggestions in this regard.

(b) If any Employee feels her/his safety is being compromised or put at risk by the actions of any clients of the Employer, or any visitors to the premises of the Employer, the Employee shall have the right to arrange for the removal of such persons from the workplace or the right not to be on the premises until the employer resolves the situation.

(c) The Employer shall ensure that at least two employees have current, certified First Aid training with any training fees to be paid by the Employer and training hours counted as hours of work. The Employer shall also ensure that a First Aid Kit is present in each Employee workstation.

16.03 Violence in the Workplace

(a) The Employer has a zero-tolerance policy towards violent behaviour in the workplace. Workplace violence is defined as any incident in which an Employee is threatened, coerced, abused, or sustains physical, emotional, or psychological harm or injury in, at or related to the workplace. It is expected that Employees will report incidents of workplace violence to their supervisor.

(b) Such incidents reported to the supervision will be investigated.

(c) The parties agree that information and training with respect to violence in the workplace is essential in promoting a safe and secure conscious work environment and will work jointly to continue to enhance efforts in this regard.

(d) A grievance alleging an incident or incidents of violence in the workplace may be commenced at Step 1 of the grievance procedure.

16.04 Serious Weather Conditions

In response to inclement weather, the Employer or Employer representative maintains the discretion to close WAHC if weather conditions warrant such action. Staff will not be required to go to other locations for work purposes. No Employee shall suffer a loss of salary in such circumstances.

Article 17 - Sick Leave

17.01 Employees are entitled to sick leave with pay to the extent of their sick leave credit. Part-time Employees' sick leave will be prorated as a percent of thirty-five (35) hours per week. On January 1st of each year, each Employee shall automatically be granted four (4) sick days. They shall then accumulate credits at the rate of one and one half (1.5) sick leave credits per month of employment to a maximum of nineteen (19) days. There shall be no carry-over of sick leave credits from one year to the next. Upon commencement of employment each Employee will be credited with their first four (4) months' accumulation.

The sick leave time shall include up to eight (8) days which may be allowed as discretionary days, subject to the approval of the Executive Director which shall not be unreasonably withheld.

17.02 Gender Affirming Leave

The Employer shall grant up to one (1) month (four consecutive weeks) of additional paid leave per Employee during their years of service with WAHC for gender affirmation initiatives or procedures, subject to the Employee providing a certificate from a medical practitioner confirming that the Employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another.

During the period of Gender Affirming Leave care, the Employee shall suffer no loss of benefits and shall continue to accrue seniority, vacation and sick credits.

17.03 Compassionate Leave

Upon request, Employees shall be granted Compassionate Leave with full pay and benefits as follows:

(a) Four (4) working days in the case of serious illness of a child, spouse, parent, sibling, or intimate companion.

(b) Two (2) working days in the case of serious illness of a mother-in-law, father-in-law, grandparents or any other relative.

Upon request by the Employee, Compassionate Leave with full pay and benefits for periods of longer than four (4) days may be granted by the Employer.

Article 18 - Leave of Absence Without Pay

18.01 An Employee wishing to apply for leave of absence without pay, benefits or pension contributions shall submit a written request stating the purpose and duration of the leave at least sixty (60) days before the date of desired commencement of absence from work, except in cases where such notice would not be practicable. Operational requirements shall be the major consideration in granting/rejecting such leave, which shall not, however, be unreasonably withheld. A written reply will be given within ten (10) working days following receipt of the request. An Employee may opt to continue their benefits plan by paying their contribution for the duration of their unpaid leave, and changes to the pension contributions shall not violate the regulations of the Multi-Sector Pension Plan (MSPP).

Article 19 - Bereavement Leave

19.01 Employees shall be granted leave from work without loss of normal wage up to a maximum of five (5) consecutive working days at the time of the death of a parent, spouse (including common-law spouse and same sex partner), brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, son-in-law, daughter-in-law, grandparent, or grandchild.

Employees shall be granted leave from work without loss of normal wage up to a maximum of three (3) consecutive working days at the time of the death of an aunt, uncle, niece or nephew. Leave may be extended to five (5) consecutive days if the aunt or uncle is the legal guardian.

If overnight travel beyond Hamilton is necessary, an additional two (2) days' unpaid leave shall be granted.

19.02 Additional leave without pay at the time of bereavement may be requested and authorized under the terms of Article 18 - Leave of Absence Without Pay.

Article 20 - Jury And Witness Duty Leave

20.01 Employees who have been summoned to be a juror or witness by anybody in Canada with the power to subpoena shall supply their supervisor with a copy of the summons as soon as possible after receipt of same.

20.02 Employees who have complied with 20.01 shall be given leave of absence for Jury Duty without loss of normal wage for up to fifteen (15) working days, provided that upon return to work they shall supply their supervisor with written confirmation of the dates on which they served, signed by an official of the Court.

Article 21 - Pregnancy and Parental Leave

21.01 All Employees are entitled to a Pregnancy Leave (which may involve a miscarriage or still birth) and/or Parental Leave (which includes leave for adoptive parents) in accordance with the Employment Standards Act, 2000, (the "ESA"), all other relevant legislation.

An Employee shall be entitled upon application to a parental leave of absence or such shorter leave as the Employee may request, commencing during the eleven weeks immediately preceding the estimated arrival of the child. If an Employee commences parental leave prior to the completion of the probationary period, the full probationary period shall begin anew upon return from such leave. The Employer will supplement the benefit paid by Employment Insurance Commission (based on twelve (12) months, or less, leave of absence) for sixteen (16) weeks so that the total from both sources will equal 75% of the Employee's normal wage. In order to receive the above payments, the Employee will have been employed for a period of at least thirteen (13) weeks preceding the estimated day of delivery and will be required to produce a record of payment from the Employment Insurance Commission for sixteen (16) weeks upon return to work. In addition, provided the Employee is eligible for the above payments, the Employer will pay the Employee for the first two (2) weeks of leave, i.e. the Employment Insurance Commission's unpaid waiting period - an amount equal to 66% of normal earnings as soon as possible after the commencement of such leave.

. The Employee shall provide the Employer with a medical certificate estimating the date of delivery.

21.02 Employees shall continue to receive their normal benefits (Article 27) during parental leave, and the Employee shall continue to accrue seniority for the duration of such leave.

21.03 No Employee shall be required to return to work following parental leave earlier than six (6) weeks following their actual date of delivery, nor shall they be permitted to do so unless they have given one (1) weeks' notice of their intention to return and has provided a certificate signed by a legally qualified medical practitioner indicating their fitness to resume work.

21.04 An Employee shall give two (2) weeks' notice in writing of the day upon which they intend to commence their parental leave, and the intended duration of such leave. The Employee shall provide the Employer with a medical certificate estimating the date of delivery.

21.05

(a) An Employee who returns to work on the expiration of their parental leave shall be reinstated in their former position. The Employee shall endeavour to confirm their return date with the Employer at least two (2) weeks in advance.
(b) If an Employee intends to follow their parental leave with a leave of absence without pay, they shall, if possible, request the leave prior to commencement of the parental leave.

21.06 The Employer shall accommodate the needs of pregnant Employees in performing the essential duties of their jobs, unless to do so would cause the Employer undue hardship.

21.07 Adoption Leave is included with this Article.

21.08 Leave for part-time Employees under Article 21 will be governed by the Ontario Employment Standards Act.

Article 22 - Union Duty Leave

22.01 With the Employers' approval, an Employee may be granted up to three (3) working days leave of absence with pay, per calendar year, to attend Union conventions, provided that written request for such leave has been submitted at least two (2) weeks in advance. Requests for such leave, which meet the above conditions, shall not be unreasonably denied.

22.02 An Employee elected to a paid position with the Union or an affiliated Labour Council shall be granted Union duty leave without pay but with seniority accumulation for the duration of the appointment provided that the Employer is given at least one month's notice. At the termination of such appointment, such Employee shall return to their former position.

Article 23 - Hours of Work and Overtime

23.01 Hours of Work

The normal hours of work for a full-time Employee shall be at least twenty-eight (28) hours but not more than thirty-two (32) hours per week over four (4) days, per week. In scheduling hours of work, it is understood that WAHC's programming require flexibility in scheduling and that hours may vary from week to week. Scheduling of hours by the Employer in consultation with the Employee will happen on a bi-weekly basis.

23.02 Each Employee shall be entitled to one fifteen (15) minute paid break period for each three (3) hours worked.

23.03 Overtime

Overtime shall be defined as any authorized period of time worked by Employees in excess of thirty-five (35) hours per week. Overtime for all Employees shall be voluntary. Overtime shall be compensated by time off at the rate of one and one half (1 ½) hours for each overtime hour worked.

All overtime shall be distributed according to the following procedures:

1. Right of refusal shall be offered first to the person whose assignment requires the extra time.
2. In the event that this does not apply or that person refuses, the overtime shall be offered according to seniority to other bargaining unit members who normally do the work.

It is understood that the Employer shall not adjust the regularly scheduled hours and shifts of an Employee to avoid overtime payments, it is also understood that overtime accumulation of lieu hours will be avoided where possible by flexing an Employee's scheduled daily hours (meaning a full shift), at a mutually agreeable time where possible. It is further understood that approved paid leaves of absence, including Union leave and sick leave, shall be considered "time worked" for the purpose of overtime

entitlement, calculation and payment.

Lieu time must be used in the calendar year that it was accumulated. Lieu time cannot be carried over from one year to the next. Exceptions may be made with authorization to carry over a portion of lieu time for up to thirty (30) working days into the next calendar year, by written request.

23.04 If an Employee is called in to work outside of scheduled hours they will be guaranteed a minimum of four (4) hours paid work.

Article 24 - Labour Management Committee

The Employer will recognize a Labour/Management Committee consisting of up to three worker
representatives elected or appointed by the Union and up to three employer representatives. The parties agree that the purpose of the Labour/Management Committee shall include but is
not limited to:

1) promoting and providing effective and meaningful communication of information and ideas;
2) discuss and review matters relating to the application of the collective agreement and to
resolve issues before they become the subject of a policy grievance;
3) to recommend actions to the Union and the Employer with respect to the discussions held by the Committee.

This Committee will also act as a joint Health and Safety Committee and will be structured in accordance with, and meet, all OHSA requirements.

The Labour/Management Committee shall meet annually. It is agreed that either party shall have the right to request, in writing that a Labour/Management Committee meeting be convened. It is further agreed that a meeting shall be held within two weeks of the receipt of such request. The meeting shall be held during work hours.

It is further agreed that this Committee will not deal with issues of performance of individual Employees or the individual grievances of Employees.

The Committee shall have the right to have the assistance of the **a** CUPE National Representative.

The Employer and the Union shall co-chair meetings and will chair the meetings on a rotating basis.

The Committee shall select a member to take minutes at each meeting. Once the minutes are prepared the Employer and the Union Co-Chairs shall sign them. The minutes of the Labour/Management Committee, once signed shall be circulated to all Employees, Executive Director and Board Co-Chairs.

Article 25 - Solidarity Work Leave

The Employer supports and encourages Employees who may wish to take part in outside events or activities that concern community solidarity and the labour movement in the Greater Toronto and Hamilton Area. To allow such participation, Employees area allowed one and one half (1.5) paid Solidarity Work Leave Days per calendar year for events or activities that take place during working hours. These days will be taken in part, with any time off counting at one half (.5) days, or four (4) hours. For greater clarity, the days are allotted as three (3) individual half day periods. Employees must seek prior approval before engaging in such leave.

Article 26 - Paid Holidays

26.01

(a) Subject to 25.02 and 25.05 below, the following Holidays or any other Holiday recognized by the Employer shall be granted with pay to all Employees, at their regular wage rate for their normal number of daily working hours:

New Year's Day
Civic Day
National Day for Truth and Reconciliation
Family Day
Labour Day
Good Friday
Thanksgiving Day
May Day
Working Day before Christmas Day
Victoria Day
Christmas Day
Canada Day
Boxing Day

Such other statutory holidays as are proclaimed by the federal government, the provincial government or municipal government

(b) **Floating Paid Holiday**

Each employee shall have two (2) floating paid holidays per calendar year, the specific dates to be taken with the Employer's permission, which shall not be withheld unreasonably. If a floater day is used for observance of religious holidays, it shall be automatically granted. The floater days may be deferred and/or accumulated if the employees' absence is not feasible, but such days will not otherwise roll over and accumulate into the following calendar year. A minimum of two (2) weeks' notice shall be given for any requests.

26.02 In order to receive Holiday pay under 25.01 above, Employees must be at work for their full regular workday immediately preceding and immediately following the Holiday. However, Employees shall be excused from this requirement if they have been absent on an approved paid leave of absence (including sick leave) on one or both of the qualifying days.

26.03 Where a Holiday is observed, by the Employer, on a day other than its calendar date, the day on which the Employer observes the Holiday shall be deemed to be the Holiday for the Purposes of this Agreement. May Day and Labour Day shall be observed on a working day deemed by the Employer.

26.04 Employees who agree to work on a paid Holiday as defined under Article 25.01(a) shall receive their regular pay and shall bank one and one-half times (1-1/2x) for each hour worked as lieu time, which will be taken at a mutually agreeable time.

26.05 Where a Holiday, as defined under Article 25.01(a), falls on a day which is not a normally scheduled working day for an Employee, the next regularly scheduled working day shall be deemed to be the Holiday for the purposes of this Agreement.

Article 27 - Annual Vacations

27.01 Vacations shall be arranged with due respect to the operational requirements of the Employer. Every attempt will be made, whenever possible, to accommodate staff requests.

27.02 Because conditions change within programs from year to year, the time of the year when vacations are to be taken must be flexible. Therefore, vacations may be taken at any time of the year with the approval of the Employer.

27.03 Vacation entitlement in any one given calendar year is computed on the basis of twelve (12) months of continuous service. An employee in their first year shall receive the vacation entitlement pro-rated on this basis. Employees will be required to take vacation in the year in which it is earned. The Employer in their discretion may permit an Employee to carry over a portion of vacation entitlement into the subsequent year.

27.04 Vacations will be authorized by the Employer in line with the above; Employees shall submit a vacation request in writing to the Employer indicating the dates being requested, in accordance with the timelines below:

For a vacation period of four (4) consecutive days or more, at least sixty days (60) before the date of desired commencement of absence of work;

For a vacation period of under four (4) consecutive days, but more than one (1) day, at least thirty (30) days before the date of desired commencement of absence of work;

For a vacation period of one (1) day, at least fourteen (14) days before the date of desired commencement of absence from work;

For the purposes of this Article, all vacation day requests relating to the same or a

substantially similar purpose, whether taken consecutively or non-consecutively, shall be deemed a single vacation period. Employees shall not subdivide, sequence, or otherwise structure vacation day requests in a manner intended to avoid or circumvent the notice requirements set out above. The Employer reserves the right to determine if multiple requests constitute a single vacation period for a common or related purpose, and to apply the applicable notice requirement accordingly.

All vacation requests will be granted at the discretion of the Employer. Vacation periods of four (4) consecutive days or more will be granted based on seniority.
Vacation periods of under four (4) consecutive days will be granted on a first-come, first-served basis.

27.05 There will be an annual mandatory vacation period between the statutory holidays of Christmas/Boxing Day and New Year's Day. All employees will have these days automatically deducted from their vacation allowance.

27.06 When a statutory holiday falls within a vacation period, an extra day is added to the vacation period.

27.07 Employees shall be entitled to annual vacation on the following

basis: One Year – (1) – Seventeen (17) working days

Two Years (2) – Nineteen (19) working days

Three – Four Years (3) – Twenty (20) working days

Five Years (5) and each year thereafter – Twenty–five (25) working days

27.08 When the employment of an Employee is terminated for any reason, the Employee shall be granted vacation pay in accordance with the above provisions.

27.09 All part-time Employees of the WAHC will be entitled to the same number of vacation days, proportionate to the time worked, as similarly classified full-time Employees.

27.10 Should an Employee be on sick leave or under WSIB benefits prior to a scheduled vacation period, and the illness extends into the vacation period, the Employee will be considered to be on sick leave until returning to work and the vacation will be rescheduled.

27.11 Should an Employee become ill during their vacation period, the period of illness shall be recorded as sick leave, and the vacation entitlement will not be impaired. At the discretion of the employer, appropriate documentation may be required.

Article 28 - Health and Welfare and Pension Plans

28.01

(a) The Employer will pay the premium cost of a health and welfare insurance plan. The benefits contained in this plan will be provided to each Employee upon enrollment. It is understood that the Employer is only obligated to pay the premium

cost of this benefit plan and the payment of any benefit under the plan will be the responsibility of the insurer.

Any new employee will be enrolled in the health and welfare insurance plan upon the passing of her probationary period.

Should any Employee go on short or long-term disability, the Employer will pay the premium cost of health and dental benefits for the affected Employee for a total duration old four (4) months upon commencement of short or long-term disability leave. At the end of the four (4) months, the affected Employee will have the option of paying the total premium cost of her health and dental benefits for as long as the governing insurance policy permits. Should the affected Employee choose not to pay such premiums, her health and dental benefits will cease.

(b) The Employer shall enroll in the Multi-Sector Pension Plan (MSPP). The Employer and Employee shall each make a four percent (4%) contribution of an Employee's regular monthly earnings to the MSPP.

28.02 - Multi-Sector Pension Plan

In this Article, the terms used shall have the meanings as described:

1. (a) "Plan" means the Multi-Sector Pension Plan

   (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:

   i) the straight time component of hours worked on a holiday; and

   ii) holiday pay, for the hours not worked; and

   iii) vacation pay; and

   iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and all other payments, premiums, allowances and similar payments are excluded.

   (c) "Eligible Employee" means all Employees in the bargaining unit.

2. Commencing July 1, 2009 each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.

   For further specificity, the items required for each eligible Employee by Article .04 of the agreement include:

   i) To Be Provided Once Only At Plan Commencement

   - Date of Hire
   - Date of Birth
   - Date of First Contribution
   - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
   - Gender

   ii) To Be Provided With Each Remittance

   - Name
   - Social Insurance Number
   - Monthly Remittance
   - Pensionable Earnings
   - Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer.

   iii) To Be Provided Initially and As Status Changes

   - Full Address
   - Termination Date Where Applicable (IVIM/DD/YY)
   - Marital Status

   iv) To be Provided Annually but no later than December 1

   -Current complete address listing

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

Article 29 - Wages

29.01 Effective and retroactive to July 1, 2026, and effective July 1 of each year, a 2% across the board increase to salaries shall be provided to all Employees yearly for the duration of the Collective Agreement.

Hourly Rate	2026	2027
Specialist, Programming and Exhibitions	$25.87/hr	$26.39/hr
Specialist, Heritage Facilities	$25.87/hr	$26.39/hr
Specialist, Outreach and Development	$25.87/hr	$26.39/hr

ARTICLE 30- Correspondence

30.01 **a) Correspondence to the Union** Where notice or reply to the Union is required by any provision of this Agreement, such notice shall be in writing to the sub-local Steward, with a copy immediately sent to the President of the CUPE Local 1281 via e-mail at **president@cupe1281.ca** and to the Service Coordinator at **office@cupe1281.ca** and forwarded via regular mail to the Union at #25 Wood Street, Suite 102, Toronto, Ontario, Canada M4Y 2P9. Any notice which does not meet this requirement shall be deemed to be null and void.

b) Correspondence to the Employer

Where notice or reply to the Employer is required by any provision of this Agreement, such notice shall be in writing to the Executive Director (or designate) via e-mail and forwarded via regular mail to the Employer at 51 Stuart Street, Hamilton, ON L8L 1B5. A copy shall also be provided to the Shop Steward. Any notice which does not meet this requirement shall be deemed to be null and void.

30.02 **In writing**

For the purposes of this Agreement the term "in writing" shall refer to a hard copy letter drafted on Centre or Union letterhead, which may be delivered by email or by fax, and a hard copy also provided to the other party (CUPE Local 1281 or WAHC) by postal mail and date stamped within five (5) days of the original letter. If the original signed copy is not received the letter shall be deemed void.

Article 31 - Expense Reimbursement

31.01 It is the policy of Workers Arts and Heritage Centre that Employees shall be reimbursed for pre-approved expenses incurred in carrying out Workers Arts and Heritage Centre responsibilities.

31.02

(a) Where attendance at a meeting results in receiptable expenses for meals, such meals will be reimbursed, up to fifty-five ($55.00) dollars per day.

(b) Should there be a pre-determined charge in excess of any such amount, full reimbursement for the cost of the meal(s) will be made on condition prior approval has been obtained.

(c) Receipted hotel expenses will be reimbursed on condition prior approval has been obtained.

(d) Whenever possible Employees will be encouraged to stay at hotels with Unionized staff.

31.03

(a) An Employee may, with pre-authorization, use a personal car for WAHC business and in such cases the following will apply.

(e) Receipted parking fees incurred when car is required for Workers Arts and Heritage Centre use will be paid by the Employer.

(f) Mileage will be reimbursed at a rate of sixty ($0.60) cents per kilometre and this will be considered to cover all costs including at least three hundred thousand ($300,000.00) dollars public liability and property damage insurance. It will also include travel for WAHC business within the City of Hamilton as well. It is understood that the Employer will not reimburse Employees for any parking infractions/fines incurred while using their personal car for WAHC duties.

31.04 When an Employee is called into work or if authorized overtime ends between the following hours: Summer – 9:00 p.m. – 7:00 a.m.; Winter – 7:00 p.m. – 7:00 a.m.; taxi service to and/or from the home of the Employee shall be provided by WAHC to a maximum of twenty-five dollars ($25.00) per trip, upon presentation of a receipt.

Article 32 - Duration of Agreement

32.01 This Agreement shall be in force and effect from July 1, 2026 until June 30, 2028 and shall continue automatically thereafter for periods of one year unless either party notifies the other in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to amend or terminate this Agreement.

SIGNATURES:

Signed this 13th day of October 2026.

FOR THE UNION

MichaelButler (2026-10-13 11:52:43 EDT)
Michael Butler, Staff Rep CUPE 1281

Judith Oviosun-Smith (2026-10-13 12:14:36 CDT)
Judith Oviosun-Smith
President, CUPE 1281

Cayley James, Employee CUPE 1281

Sylvia Nickerson (2026-10-14 11:11:51 EDT)
Sylvia Nickerson – Employee CUPE 1281

Alec Latham (2026-10-14 11:32:29 EDT)
Alec Latham, Employee CUPE 1281

FOR THE EMPLOYER

Tara Bursey (2026-10-16 14:46:20 EDT)
Tara Bursey, Executive Director, WAHC

Chantal Mancini (2026-10-13 21:47:40 EDT)
Chantal Mancini, President,
Board of Directors, WAHC

Siobhan Angus (2026-10-15 15:11:41 EDT)
Siobhan Angus, Secretary,
Board of Directors, WAHC

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Appendix "A" - Job Descriptions

WORKERS ARTS AND HERITAGE CENTRE JOB DESCRIPTIONS

Job Title: **Specialist, Heritage Facilities**

Reports to: **Executive Director**

Hours: **28 hrs/week to 32 hrs/week (flexible work week)**

The primary role of the Specialist, Heritage Facilities is to:

- Ensure a safe and accessible physical environment for staff and volunteers, the public, visitors, tenants and board members
- Coordinate, promote and oversee the facility rentals programs and ensure revenue targets are met
- Ensure the maintenance and security of WAHC's physical plant
- Assess and oversee minor and major repairs to a heritage building
- Maintain exhibits
- Ensure the delivery of the tenant rental program
- Ensure the safe and successful delivery, shipping and receiving of any traveling exhibit. If determined by the Executive Director, this duty shall be carried out with appropriate staff.
- Liaising and coordinating with engineers, trades workers, and City departments

Duties and Responsibilities

Building Management:
implementation of physical plant standards and policy, troubleshoot and coordinate minor building repairs, develop list of all repairs needed, coordination of building trades for repairs, monitor weekly clean up and janitorial services, training staff in safety procedures, distribution and control of keys and training of alarm code, memos to tenants re: building upkeep etc.

Facility Rental Program: coordinate, schedule, ensure proper staffing of rentals on site at WAHC, and promote, answer queries and generally lead the facility rental program as per the strategic priorities. Ensure that revenue targets are met and manage the rental fees as needed and on a case-by-case basis.

Gallery/Exhibit Support: oversee the installation of artwork in galleries, including setting schedule for installation and take down of exhibits, shipping, planning and receiving, and communication of schedule in the shared staff calendar and/or workback plan. Oversee, schedule (in consultation with other staff) and troubleshoot delivery and installation of traveling exhibits, if any. For the Community Gallery, oversee the development (in consultation with other staff and appropriate committee), scheduling, installation and delivery of community gallery programming. If determined by the Executive Director, this duty shall be carried out with appropriate staff.

Exhibition/Collections Maintenance: maintain temporary, traveling and permanent exhibits, as well as the Collections including exhibition manuals, repairs, travel arrangements and troubleshooting.

Administrative: provide progress updates; ensure adequate reporting is met; look after maintenance of office systems and equipment; shared responsibilities for admin support; possible attendance at appropriate committee meetings.

Volunteers, Summer and Cooperative Students: assist Executive Director with job assignments to volunteers, summer and cooperative students in the area of building, rentals, and exhibit installation.

Any other duties as assigned.

Physical Demands:
Lifting up to 45 lbs.
Able to climb ladders, make repairs on site etc.

Working Conditions and Environment:
Flexibility to work weekends, evenings, and late nights as required.
Handling of hazardous materials with proper ventilation, equipment and training.
The Specialist, Heritage Facilities will be added to the security alarm call list, after the ED and 2 Board members. In case of an emergency that requires the Specialist, Heritage Facilities to be present after hours and the respond, Article 23.04 applies.
The Specialist, Heritage Facilities will be given an allowance of up to $300 for personal safety equipment every two years.

Job Title: **Specialist, Programming and Exhibitions**

Reports to: **Executive Director**

Hours of work: **28 Hrs/Week to 32 Hrs/Week (flexible work week)**

The primary role of the Specialist, Programming and Exhibitions is to:

- develop, promote and deliver multi-disciplinary arts programming at WAHC and with its partners (including unions, community and other like-minded groups)
- animate labour/community arts projects across Ontario and Canada
- make linkages among unions and worker organizations and artists and arts organizations across Canada
- assist and support with visitor services
- assist with the development of exhibits at WAHC; and the promotion of WAHC

Duties and Responsibilities

Development/Coordination of Programming:
take the lead (in conjunction with the ED) in developing, coordinating and implementing innovative and engaging multi-disciplinary programming geared at children, youth and adults, that is directly linked to the strategic plan priorities; work in partnership with unions and other groups; ensure that attendance targets are met and do appropriate outreach.

Promotion of WAHC:

attend union events, conferences, and conventions for the purpose of promoting WAHC and labour arts and programs; assist with the updating of the website and social media accounts; write and circulate the bi-weekly e-newsletter.

Grant Writing:
support to ED and other staff in the research, development and writing of grants to funders and donors.

Animation of Labour/Community Arts Programming:
coordinate, support and administer labour/community arts projects and other related labour/community arts events.

Administrative:
provide progress updates; ensure adequate reporting is met; shared responsibilities for admin support; possible attendance at appropriate committee meetings; provide a written report for WAHC's annual report.

Communications:

provide written materials and articles for communication to union partners and the public; provide content for WAHC's website and newsletter.

Any other duties as assigned.

Physical Demands:
Lifting up to 45 lbs.

Working Conditions and Environment:
Some travel required. Flexibility to work weekends, evenings, and late nights as required

Job Title: **Specialist, Outreach and Development**

Reports To: **Executive Director**

Hours: **28 Hrs/Week to 32 Hrs/Week (flexible work week)**

The primary role of the Specialist, Outreach and Development is to:

- coordinate and manage our annual union fundraising campaign
- build and sustain relationships with union donors and engage new union donors
- lead the coordination and implementation of the annual Sam Lawrence Dinner and Spring Fundraiser
- look for new corporate funding opportunities
- maintain our members and individual/non-union donors
- develop new fundraising initiatives as required
- Program key calendar dates including IWD, Black History Month, May Day, Labour Day, Pride in partnership with various community organizations
- Coordinate WAHC's social media presence and execute WAHC's newsletter in collaboration with WAHC staff.

Duties and Responsibilities

Management of Annual Union Fundraising Campaign:
Lead and implement the annual donations appeal campaign to recurring union donors as well as recruitment of new union donors; make links and nurture relationships with the Hamilton labour community; maintain and sustain relationships with donors; ensure that revenue targets are met.

Coordination of Sam Lawrence Dinner and Spring Fundraiser:
Coordinate and implement (with support from the ED) the annual Sam Lawrence Fundraising Dinner and Spring Fundraiser and ensure that revenue targets are met.

Maintenance of Donors:
Ensure that individual donors, members and union donors are kept informed on WAHC activities and relationships are built and sustained.

All Other Fundraising Efforts:
Assist and develop new fundraising opportunities including corporate donations; support grant writing efforts.

Administrative:
Maintain the databases for our donors and members; maintain adequate filing systems and up-to-date information; shared responsibilities for admin support; possible attendance at appropriate committee meetings; provide a written report for WAHC's annual report.

Communications:
Provide written materials and articles for communication to union partners and the public; provide content for WAHC's website and newsletter; assist with the updating of the website and social media accounts; execute the bi-monthly e-newsletter; and all member/union donor news.

Programming:
Develop, promote and deliver multi-disciplinary arts programming in partnership with unions, community and arts organizations for the key calendar dates identified above and any others as assigned.

Any other duties as assigned.

Working Conditions and

Environment:
Some travel required.
Flexibility to work weekends, evenings, and late nights as required.

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