

## Memorandum of Agreement

Between:

Unifor

-and-

Progistix Solutions Inc.

The parties agree, and the union committee unanimously agrees, to recommend the ratification of the renewal collective agreement on the following terms:

1. Expiry December 31, 2019.
2. Wage classification schedule as attached.
3. MOA re Reclassification of Part Time Employees as attached.
4. MOA Signing Bonus attached.
5. MOA Lump Sum Payments as attached.
6. Shift Differentials in article 18.16 shall be increased by 3 cents per hour effective January 1, 2015; 3 cents per hour effective January 1, 2017; 3 cents per hour effective January 1, 2019.
7. Safety Boot Allowances in article 12.05 are increased by \$5 effective January 1, 2015; \$5 effective January 1, 2017; \$5 effective January 1, 2019.
8. Shift Preference: the parties agree that if the junior employee on the morning shift resides in the cable department, the next junior employee outside of cable will be displaced unless the employee requesting the change is agreeable to work in cable. The parties agree this is a binding term of the collective agreement but shall not be published in the orange book.
9. Meal Allowance in article 19.08 shall be increased to \$10 effective January 1, 2015.
10. Amendments as signed off by the parties regarding articles 3 – 5, 9 – 22, 24, 26, 27, 29 – 33.
11. Attachment B (List of Headquarters) remains part of the collective agreement but will not be published in the orange book.
12. New MOA re Bargaining Unit Work
13. New MOA re Paid Education Leave
14. The following MOAs are renewed without amendments:
  - VDT
  - 4 Day Work Week
  - Performance Incentive
  - Company Pension Plan
  - Guidelines of DC Pension Plan

- Post Retirement Benefits
- Partial Voluntary Separation Package
- Relocation of Service
- Wage Administration (moved to article 24)
- Hours of Work (moved to article 18)

15. The following MOAs are renewed with amendments as signed off:

- Changes to Operational Network
- Lump Sum Payments (see above paragraph 5)
- Vacation Entitlement
- Reclassification of PT Employees (see above paragraph 3)
- Supplemental Leadership Premium
- Productivity

16. The following MOAs are not renewed and are deleted:

- Income Stability

17. The following LOIs are renewed without amendments:

- Contracting Out
- Time Off for Union Business (moved to article 5)
- External Education
- Employee Saving Plan
- Overtime Distribution (moved to MOA)

18. The following LOI is renewed with amendments:

- Internal Training

19. The following LOIs are not renewed and are deleted:

- Training Programmes Outside the Country
- Transitional Support
- Pension Plan/Actuarial Validation

Dated this 3<sup>rd</sup> day of December, 2014 at Toronto

For Unifor:

Handwritten signatures for Unifor, including names like Hazel, Madeline, and others.

For Progistix Solutions Inc.:

Handwritten signatures for Progistix Solutions Inc., including names like Madeline and others.

Classification	Step	*Effective 1-1-15	*Effective 1-1-16	*Effective 1-1-17	*Effective 1-1-18	*Effective 1-1-19
<b>BET</b>						
	3	\$27.06	\$27.47	\$27.88	\$28.30	\$28.87
	2	\$26.60	\$27.00	\$27.41	\$27.82	\$28.38
	1	\$26.19	\$26.58	\$26.98	\$27.38	\$27.93
<b>Logistics Processor</b>						
	11	\$19.44	\$19.73	\$20.03	\$20.33	\$20.74
	10	\$18.97	\$19.25	\$19.54	\$19.83	\$20.23
	9	\$18.56	\$18.84	\$19.12	\$19.41	\$19.80
	8	\$18.11	\$18.38	\$18.66	\$18.94	\$19.32
	7	\$17.65	\$17.91	\$18.18	\$18.45	\$18.82
	6	\$17.19	\$17.45	\$17.71	\$17.98	\$18.34
	5	\$16.73	\$16.98	\$17.23	\$17.49	\$17.84
	4	\$16.27	\$16.51	\$16.76	\$17.01	\$17.35
	3	\$15.76	\$16.00	\$16.24	\$16.48	\$16.81
	2	\$15.30	\$15.53	\$15.76	\$16.00	\$16.32
	1	\$14.84	\$15.06	\$15.29	\$15.52	\$15.83
<b>Materials Handler</b>						
	5	\$15.15	\$15.38	\$15.61	\$15.84	\$16.16
	4	\$14.64	\$14.86	\$15.08	\$15.31	\$15.62
	3	\$14.13	\$14.34	\$14.56	\$14.78	\$15.08
	2	\$13.62	\$13.82	\$14.03	\$14.24	\$14.52
	1	\$13.11	\$13.31	\$13.51	\$13.71	\$13.98

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**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PROGISTIX-SOLUTIONS INC.**

**(the "Company")**

**- AND -**

**UNIFOR  
REPRESENTING CRAFT AND SERVICES**

**EMPLOYEES**

**(the "Union")**

**RE: RE-CLASSIFICATION OF PT EMPLOYEES**

Over the term of the collective agreement the Company agrees to post reclassification opportunities for up to a maximum of Twenty (20) regular full-time Logistics Processors positions as follows;

Effective within four (4) weeks of the date of ratification of this agreement, five (5) regular full-time Logistics Processors positions will be posted and filled as reclassification opportunities at Signet. However, if a regular Logistics Processor located at Huddersfield gives notice to terminate his or her employment prior to that effective date, the Company agrees to post the position at Huddersfield.

Over the term of the collective agreement the Company agrees to post up to a maximum of an additional fifteen (15) regular full-time Logistics Processors opportunities to replace full-time vacancies created by employees leaving the bargaining unit from the Logistics Processor classification commencing with the Sixth (6<sup>th</sup>) full-time Logistics Processor to leave the bargaining unit. It is understood that these positions shall be posted and filled within thirty (30) calendar days of the departure of the incumbent employee.

Notwithstanding the paragraph above, the Company commits to posting an aggregate total of five (5) regular full-time Logistics Processor positions (i.e. the sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) positions) no later than Jan 1, 2018. ✓

**AND**

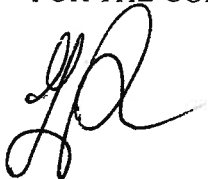
Effective within four (4) weeks of the date of ratification of this agreement, forty (40) regular full-time Material Handler positions will be posted as reclassification opportunities at Signet.

It is understood with respect to both Logistics Processor and Material Handler postings that:

- a) section 24.08 will not apply to employees that accept the posting through this process and
- b) corrective action shall not be a determinant in assigning the position/ reclassification

Signed this 3<sup>rd</sup> Day of December, 2014.

FOR THE COMPANY:



FOR THE UNION:



**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PROGISTIX-SOLUTIONS INC.  
(the "Company")**

**- AND -**

**UNIFOR  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES  
(the "Union")**

**RE: SIGNING BONUS**

Upon ratification, all regular full time and regular part-time employees who are actively employed as of January 1, 2015 will be eligible for a signing bonus of:

**\$500**

***Deferred Payments:*** As of the date of ratification, probationary employees will be eligible for a deferred lump sum payment, upon successful completion of their probationary period.


Employees on short term disability, maternity leave, parental leave, and bereavement leave will be eligible for a deferred signing bonus payment upon return from leave.

Agreed this 3<sup>rd</sup> Day of December 2014

For the Company

  
Gary Philion

For the Union

  
Howard Law

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PROGISTIX-SOLUTIONS INC.  
(the "Company")**

**- AND -**

**UNIFOR  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES  
(the "Union")**

**RE: LUMP SUM PAYMENTS**

All regular full time employees who were actively employed as of the date of ratification and remain employed at the time of pay-out in each of the following years; 2015, 2016, 2017, 2018 and 2019, will be eligible to receive a lump-sum payment on the second pay period of February of that year, of:

**\$275**

All regular part-time employees who average twenty four (24) or more hours worked per week in the thirteen (13) pay periods preceding January 1<sup>st</sup> of each of the years detailed in this section and are actively employed at the time of pay-out in each of the following years; 2015, 2016, 2017, 2018, and 2019 will be eligible to receive a lump-sum payment on the second pay period of February of that year, of:

**\$275**

***Deferred Payments:*** As of the date of ratification, probationary employees will be eligible for a deferred lump sum payment, upon successful completion of their probationary period.

Employees on short term disability, maternity leave, parental leave, and bereavement leave will be eligible for a deferred lump sum payment upon return from leave.

Agreed this 3<sup>rd</sup> Day of December 2014

For the Company




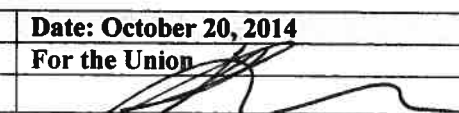
Gary Phillion

For the Union



Howard Law

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Company Proposal		Date: October 20, 2014
Accepted	For the Company	For the Union
		

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MEMORANDUM OF AGREEMENT BETWEEN

PROGISTIX-SOLUTIONS

AND

UNIFOR

REPRESENTING CRAFT AND SERVICES  
EMPLOYEES

RE: BARGAINING UNIT WORK

It is understood that employees outside the bargaining unit shall not perform bargaining unit work **except for the following purposes:**

- i) **training, instruction, demonstration and experimentation in relation to process change as per past practice;**
- ii) **unforeseen emergency work where the company has complied with the normal past practice in regards to overtime or overtime call-out of bargaining unit employees;**
- iii) **training on the operation of workplace material handling equipment;**
- iv) **auditing the quality and accuracy (QA) of work performed by bargaining unit employees in order to achieve the company's contractual obligation with the client.**

**In relation to paragraph (iv), these QA duties are currently required at approximately 80 hours per week to satisfy the client's contractual requirements. Should those requirements be reduced as a result of contractual requirements, the QA hours shall be proportionately reduced. Should those requirements be increased as a result of contractual requirements, the QA hours may be proportionately increased by a maximum of 33%. In any event, the QA hours shall only be performed by the same managers, not to exceed four (4) managers.**

**Any bargaining unit employee whose QA duties are displaced as a result of implementation of this Memorandum shall not be negatively impacted.**

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PROGISTIX SOLUTIONS INC.**

**-AND-**

**UNIFOR**

**RE: PAID EDUCATION LEAVE**

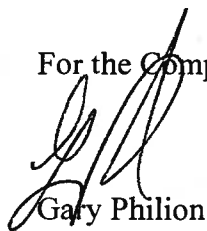
The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program, 205 Placer Court, Toronto ON M2H 3H9

Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union based on business demands. Employees on PEL leave of absence will continue to accrue seniority and service. It is understood that any time off pursuant to this Memorandum of Agreement shall be treated in accordance with article 5.03. Leaves for greater than five days shall not be unreasonably denied.

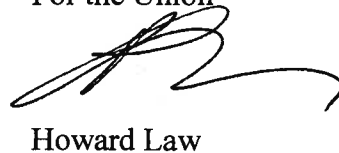
Agreed this 3<sup>rd</sup> day of December 21, 2014

For the Company



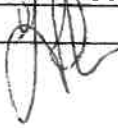

Gary Phillion

For the Union



Howard Law



<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## ARTICLE 3 – DEDUCTIONS

### Union Dues

- 3.01** Subject to the provisions of this Article, the Company will deduct an amount equivalent to the regular monthly union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within 30 days of their hiring or transfer, as a condition of employment.
- 3.02** The Company agrees that through the payroll process they will deduct, in equal instalments, the regular dues of the Union.
- 3.03** As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the *Unifor* by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.
- 3.04** The amount of regular monthly union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.
- 3.05** Regular monthly union dues means the dues established by each Local as the monthly dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.


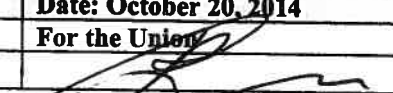
### Humanity Fund

- 3.06** (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one cent per regular hour worked for the purposes of the Humanity Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of such in accordance with the provisions of Section 3.07, this amount shall not be deducted.
- (b) This deduction from pay will be processed on a monthly basis and will be remitted to the account of the registered charitable organization designated as the *Unifor* Humanity Fund, as soon as possible after the end of each month.

- 3.07** When an employee objects to the above-mentioned deduction, he shall notify in writing the *Administator, Humanity Fund, Unifor*. The Union shall then inform in writing the *Director, Human Resources or designate* of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the humanity fund. The Union recognizes its full responsibility in that respect.

### **General**

- 3.08** The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.
- 3.09** When an employee does not have sufficient earnings in respect to any month to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.
- 3.10** It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

<b>Language Clarification</b>		<b>Date: October 20, 2014</b>
Accepted	For the Company	For the Union
		

#### **ARTICLE 4 – UNION REPRESENTATION**

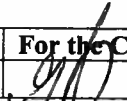
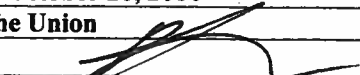
- 4.01** The number of bargaining unit representatives shall not exceed one (1) per twenty (20) bargaining unit employees in the provincial distribution centre and one (1) for each *location*.
- 4.02** (a) The Union agrees to notify the Company in writing of the names of Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to inform the Company in the same manner of any changes or substitutions. A Local Officer, Chief Steward or Steward shall not act as such during working hours until the Company has been notified of his appointment.
- (b) Where a Steward is unable to represent the employees in his local, another Steward in that local may be substituted in his place and the Company shall be so informed.
- 4.03** (a) Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Local Officer, Chief Steward or Steward shall be allowed reasonable time to transfer his duties as a Local Officer, Chief Steward or Steward to his successor.
- (b) Except where the provisions of Article 11 or Article 16 apply, where a Steward or a Local Officer is selected for a relocation which would render him ineligible to represent his voting unit and there is another employee in the same functional group, within the same reporting centre and who possesses the same qualifications, the Steward or Local Officer shall be given the option of accepting or rejecting the relocation providing the remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining.
- 4.04** The Company agrees that permission for representatives of the Union to enter the Company's premises will not be unreasonably withheld.
- 4.05** The Company shall grant a leave of absence of between three months and one year, without pay, to an employee requesting such leave to assume full-time employment with the Union.
- 4.06** (a) Such leave of absence shall be renewed by the Company at the request of the Union.

- (b) An employee on such a leave of absence shall continue to accumulate net credited service to a maximum of three years.

**4.07** Leaves of absence without pay of up to two weeks duration shall be granted to employees, at the request of the Union subject to the following conditions:

- (a) the granting of such leaves shall be subject to service requirements;
- (b) the leave of absence shall not be used for the solicitation of members for the purpose of certification;
- (c) a written request for such leave must be submitted to the Company at least two weeks prior to the commencement of the leave, and a copy forwarded to the Director, Human Resources.

**4.08** The Company will pay an employee who is on leave of absence pursuant to Section 4:07, on behalf of the Union, at his basic rate of pay for the duration of the leave of absence. Any amount so paid by the Company will be billed to the National Union monthly and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

Company Proposal		Date: October 20, 2014
Accepted	For the Company	For the Union
		

## ARTICLE 5 – TIME ALLOWANCE

- 5.01** (a) An employee having a grievance or complaint, or a potential grievance or complaint, may confer with his Union Steward or with Management *or attend a grievance presentation* during his scheduled working hours, and
- (b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.
- (c) Any grievance related activities other than those referred to in this Section are to be considered as other Union business and the provisions of Section 5.03 shall apply.

*The Company will encourage managers to discuss required time off for grievance handling with the employee requesting such time to ensure that the necessary, reasonable amount of time is given, subject to service requirements.*

*If the manager decides the time is not reasonable, the employee may have only the authorized time and may exercise his right to grieve accordingly if not satisfied.*

*Once time has been approved by a manager, the code will not be changed at a later date.*

*The Union and the Company underline the common understanding that paid time off for grievance handling includes time for the Steward to meet the grievor, passing the grievance from one step to another which could involve a change of representative, some necessary discussions with the National Union office i.e. reasonable "handling" of a grievance, but does not include: time for Union grievance committee meetings or time for on-site investigations by Union Stewards.*

*In summary, paid time is granted for a grievor and his Steward to consult, reasonable handling of the grievance and face-to-face meetings with management. All other time is unpaid (OXP).*

- 5.02** An authorized Bargaining Representative of the Union may have time off for purposes of bargaining, without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective Agreement or the date that conciliation is requested will be without pay and subsection 5.03(d) shall apply.
- 5.03** (a) A Union Steward, may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided that it is the business of the bargaining unit covered by this Agreement.
- (b) Chief Stewards or Local Officers may attend, up to a maximum of five working days each absences, to other business of the Union, without deduction of the time so occupied in the computation of time worked for the Company, provided it is the business of the bargaining unit covered by this Agreement.
- (c) All time off required pursuant to subsections 5.03(a) or 5.03(b) will be granted without pay; however,
- (d) the Company will pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other business of the Union. Any amount so paid by the Company will be billed to the National Union monthly with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.
- 5.04** (a) Time off pursuant to this Article shall be granted only following a formal *written* request to management, on a form supplied by the Company. Such request shall contain the reason the time off is required, the name of the grievor requesting the meeting and the name of the grievor's *Team Leader and/ or Manager* (if appropriate), a telephone number where the person requesting the time off can be reached and the estimated duration of the time off the job requested. Such request will not unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.
- (b) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to

which he is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.

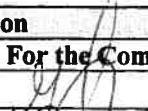

**5.05 (a)** It is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be devoted only to Union business as provided for in this Agreement. In keeping with that understanding it is also agreed that Union Representatives have a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. *The Union agrees that the use of time off the job will not be abused.*

**(b)** The *Director*, Human Resources will meet, quarterly if required, with the President and Vice-Presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

**5.06** Three employees of the bargaining unit may attend the bargaining caucus of the Union without deduction of the time so occupied in the computation of the time worked for the company, and without deduction of wages in respect thereof, to a maximum of three days; provided however that the company is given the names of the delegates two weeks prior to the meeting.

*5.07 The Company shall permit a representative of the union to provide orientation to new employees regarding the collective agreement and employee rights and responsibilities. This orientation shall be conducted as part of the Company orientation for new employees. The union orientation shall be during working hours and up to 30 minutes at the discretion of the union representative and shall be without loss of pay.*

*[unpublished letter of intent: It is understood that Company representatives shall excuse themselves for the question and answer portion of the union orientation under article 507 and that this portion of the meeting shall be private.]*

<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## Article 9 - DEFINITIONS

**9.01** "Employee" means a person employed in Progistix-Solutions Inc. to do skilled or unskilled manual or technical work in any of the *classifications* listed in Attachment "A" attached hereto, but does not include a person who, is employed in a confidential capacity in matters relating to industrial relations.

- (a) "Regular Employee" means an employee whose employment is reasonably expected to continue *and has successfully completed their probation period*, although such employment may be terminated by action taken on the part of the company or the employee.
- (b) A "regular full time employee" means an employee who is normally required to work the basic hours of work.
- (c) A "part time employee" means an employee who normally works less than the basic hours of work for a regular full time employee. These employees may however, work the basic hours for a regular full time employee to replace absences and meet other business needs.

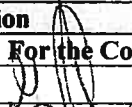

### *PROBATIONARY EMPLOYEES*

- (d) During the first six hundred forty (640) hours of time worked an employee shall be considered to be on probation. Upon satisfactory completion of the probationary period the employee name shall be placed on the seniority list as a regular employee with seniority dating from the commencement of the employee's last engagement. The six hundred forty (640) hours referred to above must be accumulated within a period of twelve (12) consecutive months.
- (e)
  - (i) In determining whether an employee on probation is a suitable candidate for continuing employment "suitability" shall be determined in a broad sense considering the nature of the company's operations, the demonstrated ability of the work skills in a manner deemed to be acceptable by the company, the demonstrated ability of the employee to work in harmony and cooperation with other employees and an assessment of any other factors which could be expected to affect work performance and productivity in general.
  - (ii) Should a probationary employee be found to be unsuitable, the termination may be subject to the grievance and arbitration procedure. The Company will provide the employee and their



steward with a copy of "notice of termination" outlining why, in the opinion of the Company, the employee is found to be unsuitable.

**9.02** "Time worked" for part time employees is calculated on the basis of actual basic hours worked by the employee (e.g., 40 basic hours worked is equivalent to 1 week of "time worked" for seniority purposes).

<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## ARTICLE 10 – SENIORITY

- 10.01** For employees hired prior to December 1, 1996 the net credited service date as shown on Company records and as posted on the seniority lists establishes an employee's seniority. Employees hired on or after December 1, 1996 will, upon attaining "regular" status have their name placed on the seniority list with seniority dating from the commencement of the employee's last engagement. The Company agrees that existing rules for retaining or amending net credited service as described in Company practices, will not be changed during the life of this agreement in a manner that will diminish the net credited service of any employee.
- 10.02** All employees covered by this agreement shall comprise the seniority unit.
- 10.03** The exercise of seniority shall be within a seniority unit except as otherwise specifically provided in this Agreement. If two or more employees have the same seniority, the one occupying his present position the longest shall be deemed to have the most seniority. For all employees hired after January 1, 2006, where two or more employees have the same seniority, the one who had the earliest employment interview, in terms of date and time of their first interview with the Company, shall be deemed to have the most seniority.
- 10.04** (a) The Company will prepare and post on appropriate company bulletin boards, on February 1 and August 1, lists showing the seniority of employees within the seniority unit, and their reporting center. One copy of such list will be sent to the local union office.
- (b) The company agrees to supply bi-monthly, to designated local officers of the union, the surname and first name, on company records, of all bargaining unit employees, their employment status, classification, reporting center and the name of the manager to whom they report.
- 10.05** The Company agrees to advise the *Chief* Steward concerned where an employee is hired, retired on pension, permanently transferred, temporarily transferred, or assigned to a job location, for five days or more, reclassified, re-assigned, or promoted to a management position. Such advice as well as the employment status of the employee, his *classification* and reporting centre will be given to the *Chief* Steward in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the *Chief* Steward concerned of an employee's death, resignation or leave of absence for a period exceeding 30 days.

**10.06** Seniority rights of an employee shall cease and the employee shall cease to be employed if:

- (a) The employee voluntarily terminates their employment.
- (b) The employee is discharged for cause and is not reinstated through the grievance and/or arbitration procedure.
- (c) A regular employee who has not been recalled to work within a period of twenty-four (24) months following the date of lay-off.
- (d) The employee fails to advise the company within five (5) days after notification to return to work after a lay-off of their intention to do so to the last address recorded by the employee with the company.
- (e) The employee fails to report to work as scheduled after a lay-off.
- (f) The employee is retired under the company pension plan.
- (g) The employee fails to return to work as scheduled following a leave of absence.

<b>Language Clarification</b>		<b>Date: October 20, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>

## **ARTICLE 11 – WORKFORCE ADJUSTMENT**

- 11.01** When any condition arises which reduces the workload to the extent that, in the Company's opinion, *workforce* adjustment is warranted, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.
- 11.02** In the event that an agreement as to a plan cannot be reached under subsection 11.01, the Company may proceed on a plan of lay-off to the extent it deems necessary.
- 11.03** It is expressly understood, however, that if the Company proceeds on a plan of lay-off as prescribed in this *article*, negotiations toward an agreement relating to a *workforce* adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of *workforce* adjustment, either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.
- 11.04 (a)** In the event of a lay-off pursuant to sections 11.01 and 11.02, it shall be carried out in the following order:
- (i) Probationary employees
  - (ii) Contractors of the affected work location, when the present employees have the required skills and the Company has the necessary tools and equipment available to perform, on a competitive basis, the work required to be done.
  - (iii) Regular part-time employees
  - (iv) Regular full-time employees.
- (b) Once the lay-off is in effect, no employee shall be hired or transferred into the affected work location until the end of the lay-off period.

### **LAY-OFF PROCEDURES**

- 11.05** The following procedures shall be applied in laying off regular employees in accordance with section 11.04:
- (1) The most junior employee(s) in the affected classification within the work location will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

- (2) The identified surplus employee will have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company only if the employee is qualified and fit to perform the required work, and provided that such assignment can be made without displacing a more senior employee. The reassignment shall be made only in the following order:
  - (a) by displacing the most junior employee in the same classification, within the same work location, provided the employee is qualified and fit to perform the required work.
  - (b) by displacing the most junior employee in a lower classification, within the same work location, provided the employee is qualified and fit to perform the required work.
- (3) The Company will attempt to place, in accordance with subsection 11.05 (2), each of the identified surplus employees commencing with the most senior.
- (4) Those employees eventually constituting the final surplus list shall be laid off.
- (5) In the event of a layoff of a regular employee, who cannot be assigned in accordance with the process outlined in (1), (2) or (3) of this section 11.05 may choose to be transferred to a role in his classification in another reporting center adjacent to his own, provided the employee is qualified to perform the work required to be done and provided such assignment can be made without displacing a more senior employee.
- (6) Any regular full-time employee reassigned to a lower classification, in accordance with paragraph (b) of subsection 11.05 (2), shall continue to be paid at his previous salary rate for the duration of the employee's statutory notice period as provided by the Ontario *Employment Standards Act, 2000* as may be amended from time to time.

#### *SURPLUS INFORMATION LISTS*

**11.06** The Company agrees to provide the Union with the following information as soon as possible after such information becomes available:

- (a) a list of all employees who have been identified as surplus including their classifications and work locations;
- (b) a list of all employees who have been displaced, including their previous classification and their new classification;
- (c) a final list of surplus employees who shall be laid off including their classification and work location;

- (d) a revised seniority list in accordance with section 10.04 of this Agreement.

#### **BENEFITS COVERAGE DURING LAYOFF**

**11.07** The Company agrees to treat the first thirty (30) days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period for:

- (a) credit for service; and
- (b) *eligible employees are able to* participation in the *Company's benefit* plan, based on the employee's selections that were in place immediately before the lay-off.

#### **REASSIGNMENT OR TRANSFER**

**11.08** An employee displaced under section 11.05 shall have the opportunity to be reassigned or transferred, or may at the Company's direction be reassigned or transferred to his former position at his original work location prior to the recall of any laid-off employee at that location.

#### **RECALL PROCEDURES**

**11.09** Employees on layoff shall be listed on a recall list within the work location in seniority order and so maintained. They shall be recalled in reverse order of lay-off (i.e. provided they are qualified to perform the work available).

**11.10** When an employee is recalled to a work location other than his work location at the time of layoff, he may choose, subject to section 11.12, to refuse recall until a job is available at his original work location, provided the position to which he was recalled can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a work location other than his work location at the time of lay-off, the provisions of section 11.08 shall apply.

**11.11** It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep the Company informed of his correct address and phone number(s). The employee must advise the Company within two days of the date of recall as to his acceptance.

**11.12** The Company may assume that failure on the part of any laid-off employee to notify the Company within two days concerning his acceptance of an offer of recall, or to report for duty on the date mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.

**11.13** The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.

**11.14 (a)** A regular employee who is laid off shall be eligible for a termination or severance allowance if not recalled within thirteen (13) weeks from the date of lay-off.

**(b)** Severance pay will be calculated on the basis of the following table.

Period Completed	But Less Than	# Weeks Pay
---	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	20
11 years	12 years	22
12 years	13 years	24
13 years	14 years	26
14 years	15 years	28
15 years	16 years	30
For each subsequent year of service to a maximum total of 52 weeks		2.5

**(c)** In the case of a full-time employee, a week's pay shall be equivalent to the employee's basic hourly rate for the normal work week.

(d) In the case of a part-time employee, a week's pay shall be equivalent to the average earnings in the four (4) pay periods preceding lay-off; not to exceed the employee's basic hourly rate for the normal work week of a regular full-time employee.

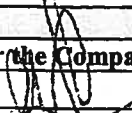

**11.15** The employee shall have the right at any time after the thirteen (13) week period to waive their right to recall and receive their severance or termination allowance.

**11.16** It is agreed that anyone claiming the termination allowance under this article shall have no further claim upon the Company.

**11.17** Laid-off employees shall remain on the recall list for a maximum period of twenty-four (24) months after the effective date of their last lay-off. Employees will lose their seniority and jobs after this period if they fail or refuse to report to work in accordance with section 11.12.

**11.18** For the *purposes* of section 11.05 (5) Barrie, Brampton and Toronto are considered as adjacent reporting centers.




<b>Language Clarification</b>		<b>Date: October 20, 2014</b>
Accepted	For the Company	For the Union
		

**ARTICLE 12 – HEALTH AND SAFETY**

- 12.01** Both parties to the present Agreement recognize the need to ensure the safety and protect the health of all employees. *Furthermore, both parties agree to jointly support and foster a Safety 1st Culture to ensure the safety and protection of all employees.*
- 12.02** It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the safety and health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.
- 12.03** It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and equipment when required by those procedures. No employee shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.
- 12.04** An invitation shall be given to *a certified worker* member of JH&SC to attend any accident investigations, *ergonomic assessments and inspections*, and return to work or accommodation meetings involving *an* employee ~~whom he represents~~.

*↳ bargaining unit*  
**SAFETY EQUIPMENT AND FOOTWEAR** 

- 12.05** (a) The Company shall pay for all safety equipment that employees are required to wear, except for safety footwear.
- (b) Where employees are required by the Company to wear safety footwear the Company agrees to provide:
- (c) Effective *January 1, 2015* employees who work predominantly in the cable department who require anti-static safety footwear will be eligible to receive, upon submission of proof of purchase, an annual reimbursement of up to \$130.00 toward the purchase of CSA approved safety footwear; or

  
Section 12.05 will be discussed during the monetary item discussions.

Effective *January 1, 2015* all other employees will be eligible to receive, upon submission of proof of purchase, an annual reimbursement of up to \$110.00 toward the purchase of CSA approved safety footwear.

~~(b) Effective January 1, 2013 employees who work predominantly in the cable department who require anti-static safety footwear will be eligible to receive, upon submission of proof of purchase, an annual~~

~~reimbursement of up to \$130.00 toward the purchase of CSA approved safety footwear; or~~


~~(ii) Effective January 1, 2013 all other employees will be eligible to receive, upon submission of proof of purchase, an annual reimbursement of up to \$110.00 toward the purchase of CSA approved safety footwear.~~

(e) If an employee chooses to purchase safety footwear that is in excess of the amount provided in 12.05(b), such additional cost shall be paid for by the employee.

**12.06 (a)** The Safety and Health Committee is responsible for jointly establishing and amending its own rules and procedures, its scope of responsibility, frequency of meetings and any other similar matters in accordance with the *Ontario* Occupational Health & Safety Act and its Regulations.

(b) Notwithstanding the provisions of Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for the Safety and Health Committee shall not be submitted to the grievance procedure.

**12.07** The number of local Safety and Health Committees shall be as mutually agreed by the parties, *as set out in the Ontario Occupational Health & Safety Act and its Regulations*. These committees are composed, in equal numbers, of employees and representatives of the company.

<b>Language Clarification</b>		<b>Date: October 21, 2014</b>
Accepted	For the Company	For the Union
		

**ARTICLE 13 – DISCIPLINARY AND NON-DISCIPLINARY ACTION**

- 13.01** No employee shall, for disciplinary or non-disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed except for just cause.
- 13.02 (a)** A Steward or *the* Chief Steward shall, unless the employee objects, *shall* be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in Section 13.01.
- Where the Steward or Chief Steward is not scheduled to work at the time the meeting is to be held, and the meeting cannot reasonably be reschedule to work at the time the meeting is to be held, and the meeting meeting canuot reasonably be rescheduled, any available Steward representing the bargaining unit shall attend the meeting.*
- (b)** Where circumstances require the spontaneous imposition of discipline, the Company undertakes to advise the employee's Steward or Chief Steward as soon after as possible.
- 13.03** The Company agrees to provide the employee and his Steward with written notification of the imposition of any measure referred to in Section 13.01, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.
- 13.04** An employee may grieve, in accordance with Article 14, the imposition of any measure referred to in Section 13.01 which he feels was imposed without just cause.
- 13.05** All disciplinary measures referred to in Section 13.01 which are imposed shall form and become part of the disciplinary record of that employee.
- 13.06** An employee shall have the right to inspect his disciplinary record after making suitable arrangements with his manager. The employee and/or his Union representative shall also have the right under the same conditions to inspect the disciplinary record, where the employee grieves the imposition of disciplinary or a dismissal at the first step of the grievance procedure and at the second step if so requested by the Union. For grievances taken up at the second step, the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

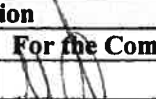

- 13.07** The period accorded to an employee in which to effect improvement shall not exceed six months.
- 13.08** The record of all disciplinary measures referred to in Section 13.01, which were imposed *by the Company*, shall be removed from an employee's disciplinary record after *(18) eighteen months*.

*The record of all disciplinary measures referred in Section 13.01, which were imposed by the Company, shall be removed from an employee's disciplinary record after (18) eighteen months, beginning with the ratification of this Collective Agreement. Any existing records of disciplinary measures will continue to be removed in accordance with the two (2) year period applicable at the time the disciplinary measures were taken.*

- 13.09** *The parties hereto agree that for the term of this collective agreement an employee who has received corrective action for quantity of work performance and subsequently works for six (6) consecutive months without further corrective action for quantity of work performance will, should a circumstance arise beyond the six (6) month period that, in the opinion of management, leads to corrective action based upon the employee's quantity of work, have the corrective action process commence at Step 1, Confirmation of Problem Solving Interview.*

#### SECURITY INTERVIEWS

- 13.10** A Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed by a representative of the Company's Security Department.
- 13.11** The employee, unless he objects, shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with his Steward or Chief Steward.
- 13.12** When present at the interview, a Steward or Chief Steward shall attend as an observer to the process and not as a participant.

<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## ARTICLE 14 – GRIEVANCES

### DEFINITIONS

#### Grievance and Complaint Resolution

"Grievance" shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement.

"Complaint" shall mean an issue relating to matters not regulated by this Agreement which an employee seeks to have adjusted under the provisions of this Article.

"Day", for purposes of this Article, shall mean any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

"Grievor" shall mean the employee concerned, a local of the Union, the Union or the Company.

- 14.01** (a) It is the desire of the parties hereto that grievances and complaints be resolved as quickly as possible. To that end the parties *agree* that prior to a grievance being filed in accordance with the provisions of this article that the employee(s), who may have a Steward in attendance should they so desire, and their immediate *Manager* problem solve so as to reach a mutually satisfactory solution. The range of solutions that may be explored through this problem solving process shall not contravene the provisions of this agreement and shall be on a "without prejudice" basis to the positions of the parties in any grievance on the matter.
- (b) It is recognized by the parties that, in situations involving corrective action, or in situations where an employee is alleging *personal misconduct by his/her immediate manager*, a grievance may be filed directly at Step 1 of the grievance procedure.
- (c) *In the case of a dismissal, the matter may be referred directly to the first step of the grievance procedure as provided in Article 14.*

## GRIEVANCE PROCEDURE – INDIVIDUAL GRIEVANCES

### STEP 1

**14.02** A grievance shall be submitted within thirty (30) days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance.

- (a) If the matter is not resolved through the problem *solving process* outlined in Section 14.01 above, a written grievance may be lodged as follows:
  - (i) The employee, with the assistance of his/her *Steward*, will submit a written grievance to his/her *next level of management*.
  - (ii) The *next level of management* receiving a grievance submitted in accordance with 14.02(a)(i), shall acknowledge its receipt by signing it and recording the date the grievance was submitted.
- (b) In the event of a group of employees having a grievance, up to two (2) designated members of the group shall present the grievance commencing at Step 1 of the grievance procedure. The written grievance shall *list* the individual names of the employees involved.
- (c) Upon receiving a written grievance, the *next level of management* shall meet with two (2) representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall render a decision within fifteen (15) days of being advised of the grievance. A written statement of position shall be entered by the *next level of management* on the grievance form.
- (d) *A Manager convening a meeting in accordance with Section 14.02 may have another management representative in attendance.*
- (e) *The maximum number of Company and Union representatives may exceed the number set out in Article 14.06 with mutual consent.*

### STEP 2

**14.03** When the grievance has not been settled at Step 1, it may be submitted to the Company Grievance Committee within thirty (30) days of the disposition of the matter at Step 1.

**14.04** A notice of intention to appeal to the Company Grievance Committee shall be forwarded to the Director, Human Resources (or designate), and shall include a written statement of the Union's position, signed and dated by an officer or

employee of the National Union. A copy of this statement shall be attached to a copy of the grievance form.

**14.05** The Company Grievance Committee shall meet with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union, within fifteen (15) days of the date of this meeting, with a written statement of the resultant grievance settlement, or, if no settlement has been achieved, of the Company's final position.

**14.06** The Company Grievance Committee shall consist of not more than four (4) people. Union representation at meetings with the Company Grievance Committee shall be limited to four (4) people of which not more than two (2) shall be employees of the Company. In addition, if deemed necessary by either party, the grievor may attend.

*The maximum number of Company and Union representatives may exceed the number setout in Article 14.06 with mutual consent.*

#### **COMPANY OR UNION GRIEVANCES**

**14.07** Either party may submit to the other, grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which are general in nature and for which a general remedy is sought, within thirty (30) days of the action or circumstances allegedly giving rise to the grievance, or within thirty (30) days from the date on which the grievor knew, or reasonably ought to have known of such event.

**14.08** This procedure shall not be used for processing individual grievances.

**14.09** A Company or Union grievance shall be processed in accordance with the intent of the individual grievance procedure and within the applicable time limits, provided always that:

(a) In the case of a grievance concerning a practice, procedure, event or circumstance having less than company-wide application, the parties may mutually agree to waive the meeting and decision at a particular Step and submit the grievance within three (3) days of such a decision to the next subsequent Step.

(b) In the case of a grievance concerning a practice, policy, event, or circumstance which has company-wide application, it shall be submitted directly by the President of the Union or an officer of the Union, to the Director, Human Resources (or designate), or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 2 of the individual grievance procedure.

### *TIME LIMITS*

- 14.10** It is the mutual desire of the parties hereto that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose.
- 14.11** Any grievance not submitted in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond, (or, in the case of a grievance by the Company, where the Union fails to respond), or if a grievance is not settled at Step 1 within the prescribed time limits, the grievor may proceed immediately to the next Step. Time limits may be extended only by mutual agreement in writing.

### *GENERAL*

- 14.12** A grievance shall be in writing, on a standard form approved by the Company, and shall include:
- (a) the grievor's name and occupation,
  - (b) the date of the event giving rise to the grievance,
  - (c) the nature of the grievance, including loss or detriment alleged to have been suffered,
  - (d) the remedy sought from the Company, and
  - (e) the Article(s) alleged to have been violated.
- 14.13** A grievance shall not be deemed to be invalid prior to Step 2 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in Section 14.12.
- 14.14** When a grievance or complaint is being handled by a representative of the Union, the Company will not endeavour to settle the grievance or complaint with the employee involved without prior notice to the representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a representative. No such grievance or complaint will be deemed to have been settled without the *agreement* of the employee's Union representative.
- 14.15** The right of any employee, or group of employees, at any time, to present their personal grievances or complaints to management through the regular supervisory channel is not restricted by this Agreement, except when such grievance or complaint is being handled, or has been handled, by the Union.





## *GRIEVANCE MEDIATION*

- 14.16 (a)** At any stage of the grievance procedure, the Company and the Union may elect, by mutual agreement in writing, to resolve the grievance through grievance mediation. Such agreement must include agreement on the individual to be the mediator, as well as the time frame within which the mediation shall occur and during which the time limits in the grievance procedure shall be suspended. The cost of the mediation shall be shared equally by the parties. The parties hereto will establish a mutually agreed upon list of persons to act as mediators for the application of this section. (Grievance Mediation). Should none of the persons on the list be available within the time frame required by the Company and the Union, the parties may agree upon another individual.
- (b) If the grievance is not resolved through the grievance or grievance mediation process, the grievance may be referred to arbitration in accordance with the provisions of Article 15.

## *COMPLAINT PROCEDURE*

- 14.17 (a)** A complaint may be submitted orally, except that where submitted to the *Director* level of management or above, it shall be in writing.
- (b) Oral warnings, <sup>or reprimands</sup> reprimands, may not be the object of a complaint or grievance.
- 14.18** A complaint shall follow the steps and observe the time limits provided in this Article for the processing of individual grievances, or Company and Union grievances, as appropriate.
- 14.19** Subject to Section 14.21, it is agreed that a written statement of settlement, or failing settlement, a written statement of Company position at Step 2 shall constitute the final resolution of the complaint.
- 14.20** Where prior to a Step 2 meeting, the Union alleges that the subject matter of a complaint is a difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, the Union shall identify the provision of the agreement allegedly violated and that matter may then be pursued as a grievance.

<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## **ARTICLE 15 – ARBITRATION**

**15.01** When a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.

**15.02** It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in Section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 2 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought.

**15.03 (a)** The party instituting arbitration proceedings shall, in the notice referred to in Section 15.02, suggest the names of three neutral persons any one of whom it is prepared to accept as an Arbitrator.

(b) The recipient of the notice referred to in Section 15.02 shall, within ten days, notify the other party of:

(i) its acceptance of one of the persons proposed by that party to act as an Arbitrator, or

(ii) suggest the names of other neutral persons it proposes to act as an Arbitrator.

(c) Where, within 30 days of the sending of the notice referred to in Section 15.02, or such period as the parties may agree, the parties fail to agree on an arbitrator, either party may apply to the Minister of Labour to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. The party shall send a copy of the application to the other party and such party shall, within ten days, advise the other party of its receipt of the application.

**15.04** Where an Arbitrator has been chosen pursuant to Section 15.03,

(a) the Arbitrator shall suggest dates on which to commence the hearing of the matter in dispute. Such dates shall be, insofar as possible, within 60

days of the appointment of the arbitrator, or such longer period as the parties may agree;

- (b) the Arbitrator shall, on the day scheduled pursuant to subsection 15.04(a), meet to hear the matter at issue unless the parties and the Arbitrator agree on another date on which to commence the hearing; and
- (c) where the hearing of the matter cannot be completed in one day, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

#### **BOARD OF ARBITRATION**

**15.05** Either party may, in the correspondence contemplated under Sections 15.02 or 15.03, notify the other party of its suggestion to proceed before a board of arbitration. Provided both parties agree, an arbitrator selected in accordance with Sections 15.03 or 15.06 shall be appointed as chair of the arbitration board. Each party shall be responsible for naming its own nominee to the arbitration board, ensuring that the nominee is available on the date scheduled to commence the hearing of the matter in dispute, and will advise the other party and the chair ten days prior to the date scheduled for the hearing of the name of its nominee. Where the parties have agreed to a board of arbitration, references in this article to "arbitrator" will be read to mean "arbitration board", where appropriate.

#### **EXPEDITED ARBITRATION PROCESS**

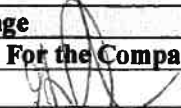

**15.06** Notwithstanding the above either party may, following a written request for arbitration, refer a grievance arising from termination of employment to expedited arbitration. In such an instance the parties will endeavour to agree upon an arbitrator who is available to commence hearing the case within sixty (60) calendar days from the date of the written request for arbitration. In the event the parties are unable to agree upon an arbitrator either party may request the Ministry of Labour to appoint an arbitrator.

#### **GENERAL**

**15.07** Where the matter at issue is one relating to the alleged violation of Section 13.01, the Arbitrator, subject to the terms of this Agreement, has the power to:

- (a) uphold the penalty,
- (b) reverse the penalty, or
- (c) modify the penalty in a just and reasonable manner based on the evidence before him.

- 15.08** The decision of the Arbitrator shall be made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitrator, it is not practicable to make a decision within the 60 days.
- 15.09** It is the intention of the parties to adhere to the time limits expressed in this Article but the failure of an Arbitrator to do so does not affect the jurisdiction of the Arbitrator to continue with and complete the arbitration proceedings.
- 15.11** If at Step 2 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of Section 13.01, the procedure described in Section 15.06 shall not apply.
- 15.12** The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching a decision it shall be bound by the terms and provisions of this Agreement.
- 15.12** Each party shall pay one-half the fees and expenses of the Arbitrator (or Chair, where applicable) and of any clerk or stenographer whom the Arbitrator (or Chair, where applicable) may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits, fees and expenses of its own nominee (where applicable), or otherwise.
- 15.13** The decision of the Arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. Where applicable, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair shall govern.

<b>Clarification Language</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## **ARTICLE 16 – TECHNOLOGICAL CHANGE**

- 16.01** Technological change in this article means the introduction by the Company of equipment of a different kind or nature than that previously used by the Company which directly results in the displacement of a significant number of employees.
- 16.02** The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to the effects thereof.
- 16.03** Whenever the Company proposes to effect a technological change that is likely to result in the termination of employment of 50 or more employees within the bargaining unit, it shall give notice of the technological change to the Union at least 120 days prior to the date of any such termination. The notice shall be in writing and shall state:
- (a) the nature of the technological change
  - (b) the date upon which the Company proposes to effect the technological change
  - (c) the approximate number and type of employees likely to be affected by the technological change
  - (d) the locations where the technological change will have effect.

The Company further agrees to meet with the Union at the time such notice is given in an endeavour to reach agreement on an alternative to termination.

- 16.04** Where within 12 months of the date on which the Company effected, in a location, a technological change for which notice is required under Section 16.03, the Company requires a further reduction of the work force in that location as a result of the ongoing effects of that technological change, the provisions of Sections 16.02 and 16.05 to 16.10 inclusive shall apply to the employees affected.
- 16.05** In the event the Company and the Union are unable to reach agreement within thirty (30) days of the Union being notified, in accordance with Section 16.03, an affected employee may:
- (a) elect to accept termination of service in accordance with Section 16.08 or
  - (b) elect to invoke the lay-off provisions of Article 11.

**16.06** Whenever the Company proposes to effect a technological change the impact of which is less extensive than that described in Section 16.03, the Company shall consult with the Union to examine alternatives to lay off or termination.

**16.07** All employees with six or more months net credited service shall not be subject to lay-off or termination due to technological change, but may elect termination in accordance with the provisions of Section 16.08, as an alternative to being re-assigned or transferred. For employees with less than six months of net credited service, any lay-off or recall resulting from technological change shall be made in accordance with the relevant provisions of Article 11, and termination allowance shall be paid, where applicable, in accordance with the provisions of Section 16.08.

**16.08 (a)** Termination allowances in amounts computed in accordance with subsection 16.08(c) shall be paid to employees whose service is terminated by the Company and the termination is directly attributable to a technological change, *unless the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to Section 16.03, of his intention to retire on pension.*

(b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.

(c) The amount of termination allowance paid in accordance with this Article will be computed as follows:

**Net Credited Service**

Period Completed	But Less Than	# Weeks Pay
-	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

For each subsequent 6 month period:

16 years through 25 years	2
From 25 years	2.5

- 16.09** If an employee with six months or more net credited service is transferred or re-assigned as a result of technological change to a position or *classification* different from the one immediately prior to the transfer and the basic rate of pay for the new position or *classification* is lower, the employee so transferred will receive a "Transfer Indemnity" paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.
- 16.10** If an employee is transferred to another *facility within the bargaining unit* as the result of technological change and in accordance with the definition of a transfer contained in Article 22 or paragraph (iv) of subsection 23.01(a), the provisions of Section 22.09 shall apply.

<b>Language Clarification</b>		<b>Date: December 3, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>

**ARTICLE 17 – WAGE ADMINISTRATION**

**17.01** "Basic rate of pay" means the basic hourly rate as specified in Wage Schedule 1.

**HIGHER RATES OF PAY TO INDIVIDUAL EMPLOYEES**

- 17.02** (a) A new or transferred employee who has had previous experience, related training or educational qualifications beyond the standard requirements, may be placed at a wage rate commensurate with such experience, training or education.
- (b) An employee on demotion treatment may be placed on a wage rate commensurate with their service and experience.

**DEMOTIONAL TREATMENT**

**17.03** The Company agrees that it will not change, during the term of this Agreement, the procedures which were in effect on the date of signing this Agreement for determining wage treatment for employees covered by this Agreement who are subject to demotion treatment.

**ESTABLISHMENT OF A NEW CLASSIFICATION**

**17.04** The Company will inform the Union of the establishment of a new classification and the subsequent revisions, if any to Attachment "A" and Wage Schedule 1. If the Union does not consider the rate proper, the matter may be subject to the grievance procedure commencing at Step 2.

**WAGE PROGRESSION**

- 17.05** (a) Increases shall be granted on the basis of merit as determined by the Company. The time interval specified for each step of a wage schedule is a period during which an employee is under survey as to his capacity and qualifications.
- (b) Where, in the opinion of the Company, an employee has not demonstrated sufficient qualifications or capacity to warrant an increase on the basis of merit, he shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.
- (c) Where an employee receives a notice pursuant to subsection 17.05 (b) he may, within ten days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, he may take the matter up as a grievance.



- 17.06** (a) The time interval for each step in the wage schedule shall be one thousand forty (1040) hours of the time worked for all regular employees.
- (b) The time interval for each step in the wage schedule shall be six hundred and eighty 680 hours of the time worked for all probationary employees.
- 17.07** The effective day for a wage increase shall be the first day of the first full bi-weekly pay period following the granting of the increase.

#### **PAY TREATMENT - EMPLOYEE ABSENT**

- 17.08** (a) Increases or decreases in the basic rate of pay, which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine.
- (b) Where, for reasons of accident, sickness or quarantine, an employee is absent for 30 days or less and his progressional wage increase is delayed until his return to work in accordance with subsection 17.08(a), the effective date of any subsequent progressional wage increase shall not be affected.
- (c) Where, for reasons of accident, sickness or quarantine, an employee is absent for more than 30 days and his progressional wage increase is delayed until his return to work in accordance with subsection 17.08(a), the effective date of any subsequent progressional wage increase shall be calculated from the day the employee returns to work.
- (d) Notwithstanding the provisions of subsection 17.08(c), where an employee is absent for more than 30 days for reason of a leave granted under Section 31.01, 31.02 or 31.03, the provisions of subsection 17.08(b) shall apply.

#### **PAY DAYS**

- 17.09** An employee shall be paid every alternate Thursday at his basic rate of pay, for all applicable paid hours in the two-week period ending the Saturday previous to the pay day. This shall include any overtime worked and other additional payments within that same pay period.
- 17.10** The rates of pay for any new classifications created during the life of this Agreement shall be negotiated with the Union before being put into effect.

#### **PROMOTIONAL TREATMENT**

- 17.11** When an employee is promoted to a higher rated job on the same wage schedule:

- (a) if the employee is not at the top rate for his classification prior to promotion he shall continue to progress through the schedule in the normal manner until his new top rate is reached;
- (b) if he has been less than six months on the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the expiry of six months from the date he reached the maximum rate for his classification prior to promotion.
- (c) if he has been six months or more at the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the time of promotion.

**17.12** When an employee is promoted to a higher rated job in a different wage schedule he shall move immediately to the step on the new schedule which has the same rate as his present wage or, if there is no identical rate on the schedule, to the closest higher rate to his present wage rate. If the employee was not at the maximum rate prior to promotion he shall carry forward any wage credit accumulated towards his next progression increase. If the employee was at the maximum rate for his classification prior to promotion and his new wage rate is not the maximum for his new classification, he shall be eligible for a progression increase on the new schedule six months after promotion.

#### **LEADERSHIP PREMIUM**

**17.13** Effective upon implementation of the above wage schedule, all employees who are assigned to a daily leadership role with respect to bargaining unit employees as determined by the Company will be eligible to receive a Leadership Premium of \$1.25 for each hour worked.

In the event that an employee exercises his seniority right to bump into a different shift and the most junior employee on the shift is a Lead Hand, **and there are no qualified** volunteers in the relevant work area prepared to assume the leadership role of the junior employee to be displaced, then the senior employee seeking to bump must accept the leadership role as a condition of the bump provided they are able to perform the required work within the 10 working day familiarization period in accordance with article 24.04.

#### **WORKPLACE TRAINER PREMIUM**

**17.14** An employee who has been provided with specialized forklift truck trainer training will be eligible to receive a premium of \$1.25 for each hour they are assigned to train and certify others in the safe and efficient operation of forklift trucks.

Eligible employees receiving the workplace trainer premium, as well as the Leadership Premium, may only claim one of the two premiums while performing the associated concurrent functions.

Language Clarification		Date: October 21, 2014
Accepted	For the Company	For the Union
		

## ARTICLE 18 – HOURS OF WORK

### DEFINITIONS

For the purpose of this Agreement,

- 18.01** (a) "Basic hours of work" means the number of hours of work as established by this Agreement and set forth in this article for full time employees.
- (b) "~~Tour of duty~~ *Shift*" means the time worked by an employee on any working day.
- (c) "Scheduled *shift* ~~tour of duty~~" means a ~~tour of duty~~ shift not exceeding the basic hours of work per day which an employee is scheduled to work and of which they have been advised in advance.
- (d) "Scheduled work week" means the scheduled ~~tours of duty~~ *shifts* comprising the basic hours of work for the week.
- (e) "Day ~~tour~~ *shift*" means the ~~tour of duty~~ *shift* which falls between the hours of 6:00 A.M. and 6:00 P.M.
- (f) "Off-normal ~~tour~~ *shift* " means a ~~tour of duty~~ *shift* all or a portion of which falls between the hours of 6:00 P.M. of one day and 6:00 A.M. of the following day.

### FULL TIME EMPLOYEES

- 18.02** (a) The basic hours of work per week for a full time employee shall be forty (40) on the basis of a five (5) day week.
- (b) The basic hours of work per day for a full time employee shall be eight (8) hours.
- (c) Where circumstances render it necessary to change the work schedules such changes shall mutually be agreed to by the employee and the Company.

### PART TIME EMPLOYEES

- 18.03** (a) The Company shall determine and establish the hours of work per day and days of work per week for all part-time employees.

- (b) The scheduling and assignment of regular part time employees to weekly work schedules will, as far as practicable, be on the basis of seniority.
- (c) A part time employee who reports as requested, will be provided with a minimum of four (4) hours pay unless otherwise mutually agreed upon by both the employee and manager.

~~18.04 (a) "Day tour" means a tour of duty which falls between the hours of 6:00 A.M. and 6:00 P.M.~~

~~(b) "Off normal tour" means a tour of duty which falls between the hours of 6:00 P.M. of one day and 6:00 A.M. of the following day. (Duplicated in 18.01)~~

### **ARRANGEMENT AND ASSIGNMENT OF TOURS OF DUTY *SHIFTS***

- 18.05** The arrangement of hours for all ~~tour~~ *of duty shifts* shall be established by the Company.
- 18.06** The ~~tour~~ *of duty shift* may be scheduled on any day of the week including Sunday, depending upon the requirements of the job.
- 18.07** No employee without their consent, will be required to work more than twelve (12) consecutive ~~tour~~ *shifts*.
- 18.08** Where an employee is required to work overtime on a Sunday and works his basic hours for that day, such ~~tour~~ *of duty shifts* shall be considered as a part of his scheduled work week for pay purposes and his scheduled work week will be unaffected.
- 18.09** The assignment of an employee to a ~~tour~~ *of duty shift* shall be made by the company to meet service requirements, due consideration being given to the seniority of the employee in the group.
- 18.10** Where a change in schedule requires a full time employee to start a new ~~tour~~ *of duty shift* within twenty four (24) hours of the start of his previous ~~tour~~ *shift*, there shall be an interval of at least eight (8) hours between two successive ~~tour~~ *shifts*.
- 18.11** With the approval of the Company, an employee may have their scheduled ~~tour~~ *of duty shift* changed at their own request.
- 18.12** Should the Company determine that it is unnecessary for all part time employees in a classification in a work area on a **shift** to continue at work on the **shift** for the entire **shift** the reduction in hours will, provided the remaining employees can perform the work required to be done, be based on seniority with the most junior employee(s) in the

classification in a work area having their time on the **shift** reduced before a more senior employee.

RENUMBER:

### MEAL PERIOD

- 18.12** On a scheduled day ~~tour~~ *shift* an unpaid meal period will be provided of up to one (1) hour off the job.
- 18.13** On all scheduled off-normal ~~tour~~ *shifts*, scheduled Sunday ~~tour~~ *shifts* and scheduled holiday day ~~tour~~ *shift*, a twenty (20) minute *paid lunch break* shall be allowed ~~for lunch~~ as part of the *shift* ~~tour of duty~~.
- 18.14** When a meal period not to exceed twenty (20) minutes is authorized in connection with overtime work, such meal period shall be considered as work time.

### PREMIUM PAY FOR CHANGES IN SCHEDULED TOURS-~~TOURS~~ *SHIFTS*

- 18.15** If a full time employee is given less than seven (7) days notice of a change of more than two (2) hours in the start time of their ~~tour of duty~~ *shift*, they shall be paid in accordance with the following:
- (a) When the change in ~~tour~~ *shift* is made at the employee's request or through the exercising of seniority rights they shall be paid on a straight time basis.
  - (b) When an employee reverts to his own scheduled ~~tour~~ *shift* after he has worked two or more consecutive relief ~~tour~~ *shifts* he shall be paid on a straight time basis.

However, if the interval between the start of the last relief ~~tour~~ *shift* worked and the start of the first tour on his own schedule is less than 24 hours, he shall be paid one-half time extra on the first ~~tour~~ *shift* of his own schedule for the time worked which is outside the last relief ~~tour~~ *shift* worked.

- (c) In all other circumstances, he shall be paid one-half time extra for time worked outside the ~~tour of duty~~ *shift* previously scheduled for the day, but only for the number of days by which the notice given is short of the seven day notice requirement.

### DIFFERENTIAL FOR WORK IN OFF-NORMAL PERIOD

- 18.16** (a) Effective January 1, \_\_\_\_\_ all regular full time, regular part-time and probationary employees shall be paid a differential of \_\_\_\_\_ cents (\$0.\_\_\_\_) per hour for each off-normal tour shift hour worked between 6:00 P.M. and 12:00 A.M.

- (b) Effective January 1, \_\_\_\_ all regular full time, regular part-time and probationary employees shall be paid a differential of \_\_\_\_ cents (\$0.\_\_\_\_) per hour for each off-normal tour shift hour worked between 12:01 A.M. and 6:00 A.M.
- (c) Effective January 1, \_\_\_\_ all regular full time, regular part-time and probationary employees shall be paid a differential of \_\_\_\_ cents (\$0.\_\_\_\_) per hour for each off-normal tour hour worked between 6:00 P.M. and 12:00 A.M.
- (c) Effective January 1, \_\_\_\_ all regular full time, regular part-time and probationary employees shall be paid a differential of \_\_\_\_ cents (\$0.\_\_\_\_) per hour for each off-normal tour hour worked between 12:01 A.M. and 6:00 A.M.

The above clauses have been amended by paragraph 6 of the Memorandum of Agreement.

**18.17 Differential shall not be paid:**

- (a) For any period when an employee is being paid on an overtime basis.
- (b) For paid absence from duty.

**CHRISTMAS EVE AND NEW YEAR'S EVE - SPECIAL COMPENSATION**

- 18.18** An employee who works on Christmas Eve or New Year's Eve, shall be paid straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.

**~~Time Spent Traveling in Company Vehicle~~**

- ~~18.19 (a) An employee driving a Company-owned or Company-hired vehicle shall be deemed to be at work during the time he is necessarily in control of such vehicle and acting in the course of his employment.~~
- ~~(b) An employee who is being transported to or from the job in a Company-owned or Company-hired vehicle shall be deemed to be at work while traveling in such vehicle.~~

**TIME TRAVELING - OTHER THAN TO AND FROM THE JOB**

- 18.20** Time traveling on Company instructions, between regular assigned location of temporary headquarters and outside normally scheduled working hours, shall be

considered as travel time, and shall be apportioned as to payment or non-payment as follows:

- (a) When sleeping accommodation is provided en route, only time traveling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time.
- (b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.
- (c) Travel time under subsections 18.20(a) and (b) shall be paid for on a straight time basis.

#### RELIEF PERIOD

- 18.21** (a) A relief period, not to exceed 15 minutes, shall be granted to every employee as close to the middle of each of his half ~~tour~~ *shifts* as the efficiency of the Company's operations permits.
- (b) To qualify for a relief period during an overtime assignment an employee must have completed two hours of work and be expected by the Company to work a minimum of three hours on that overtime assignment.

#### Work at A Visual Display Terminal

- 18.22** An employee working continuously at a Visual Display Terminal shall not be scheduled more than two hours on duty without a relief or meal period. Where a relief or meal period cannot be so scheduled, the employee shall be entitled to take a five minute break after two continuous hours work at a Visual Display Terminal.

#### PREMIUM PAY FOR CHANGES IN A SCHEDULED WORK WEEK

- 18.23** (a) If a full time employee is given less than seven days' notice, by posting, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the seven day notice requirement.
- (b) The seven days' notice as referred to in subsection 18.23(a) will commence on the day following the actual day of notice to either the new ~~tour of duty~~ *shift* which is outside the previous scheduled work week or to the cancelled ~~tour of duty~~ *shift*, whichever comes first.

#### PREMIUM PAY FOR CONSECUTIVE SATURDAYS WORKED

**18.24** An employee who is scheduled to work five days per week, or ten days over a two week period, and who, at the direction of the Company, works at least four hours on each of successive Saturdays, shall, except as otherwise provided in Section 18.25, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

**18.25** This premium shall not be included in wage payments for paid absence from *duty work*, or for any time for which an employee is receiving a rate of pay which, exclusive of ~~tour~~ *shift* differentials, is higher than his basic rate of pay.

#### SUNDAY PREMIUM PAY

**18.26** An employee who works a scheduled ~~tour~~ *shift* any period of which falls between midnight Saturday and midnight Sunday shall be paid Sunday Premium Pay. Sunday Premium Pay is one-half time extra for the time worked in this period.

**18.27** This premium shall not be included in wage payments for paid absence from *duty work*, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in Sections 18.16(a) and (b) and the special compensation provided in Section 18.18 is higher than his basic rate of pay.



<b>Company Proposal</b>		<b>Date: December 3, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>

## ARTICLE 19 – OVERTIME

**19.01** "Overtime" means the time worked by an employee:

- (a) in addition to his scheduled shift on any day, or
- (b) on a day outside his scheduled work week.

**19.02** Except where otherwise provided herein, overtime in excess of eight hours per employee in one week and overtime in excess of 16 hours in a designated four week period shall be on a voluntary basis.

**19.03** Where service demands are critical, as in the case of major cable breaks, equipment failures, or in other circumstances which endanger the safety of customers or the public, compulsory overtime may be assigned in excess of eight hours per employee in one week.

**19.04 (a)** Day Shifts

An employee is entitled to a minimum of eight consecutive hours off work during the 24 hour period commencing with the start of his regular shift. Seven of these hours should normally be between the hours of midnight and 7:00 A.M. for those employees working a day shift. An employee who works non-scheduled overtime (that is, overtime without 48 hours notice), shall have the hours worked between midnight and 7:00 A.M. reduced from his next scheduled shift provided that the employee begins the next scheduled shift within eight hours of the conclusion of the overtime hours worked. Where the overtime immediately precedes his next scheduled shift or if the Company requires the employee to commence his next scheduled shift without eight consecutive hours off the job, the length of his shift shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 7:00 A.M. All employees will be paid on a straight time basis for any time on his next scheduled shift for which he is excused because of working on an overtime basis between the hours of midnight and 7:00 A.M.

**(b)** Off-Normal Shifts

An employee who is required to work 16 hours or more in the 24 hour period commencing with the start of a scheduled shift, shall normally not be required to report for his next scheduled shift until he has had a total of eight hours off the job between the end of such scheduled shift and the commencement of his next scheduled shift. He shall be paid on a straight time basis for any time on his next scheduled shift that is not worked as a result of so reporting. If the Company requires the employee to commence his next scheduled shift without the required

eight hours off the job, he shall be given time off at the end of that shift equivalent to the difference in time between eight hours and the actual time the employee had off the job between scheduled shifts.

### **OVERTIME PAYMENTS - FULL TIME EMPLOYEES**

**19.05** Payment for overtime work shall be made at the employee's hourly rate multiplied by one and one-half times the hours worked, except that overtime worked:

- (a) on a Sunday without 48 hours' notice, or
- (b) in excess of the basic hours of work on a holiday without 48 hours' notice shall be at the employee's hourly rate multiplied by two times the hours worked.

**19.06** Except as otherwise provided in Section 19.05, where an employee is required to work in excess of seven (7) minutes of overtime either immediately preceding or continuing after his scheduled shift, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table:

Minutes Worked	Reported to Nearest 1/4 Hour	Time To Be Paid
7-22	1/4	3/8
23-37	1/2	3/4
38-52	3/4	1 1/8
53-67	1	1 1/2
68-82	1 1/4	1 7/8
83-97	1 1/2	2 1/4
98-112	1 3/4	2 5/8
113-127	2	3
128-142	2 1/4	3 3/8
Etc.	Etc.	Etc.

**19.07** A meal period shall not, except as provided in Section 18.13, be included in the calculation of overtime but shall not break the continuity of such overtime.

**19.08** If an employee is required to continue at work and works more than four (4) hours of overtime as a result of staying beyond their regular quitting time the Company will provide a meal allowance of seven dollars fifty cents (\$7.50) on the employee's next pay.

### ***OVERTIME NOTICE***

**19.09** (a) An employee who is required to work overtime which does not immediately precede or continue after his scheduled shift, and who reports for work, shall be paid on an overtime basis for all such overtime worked. If the employee has not

been given 48 hours' notice of such overtime work, he shall receive an additional one hour's pay except where the provisions of Section 18.08 apply.

- (b) If the amount to which an employee would be entitled under subsection 19.09(a) above is less than four hours' pay, he shall receive a payment of four hours' pay.
- (c) In addition to the hours for which overtime will be paid under subsections 19.09(a) and (b), an employee called-out with less than 48 hours notice shall be paid, on an overtime basis, except for the time overtime worked under these subsections, from the time he was called until he arrives back at home, up to a maximum of four hours. Such time shall be considered as time worked.

**19.10** When an employee is called in to work overtime without 48 hours' notice, and the overtime work continues until the start of his scheduled tour shift, he shall be paid up to a maximum of four hours at time and one-half, from the time he actually reports for work.

#### ***PAGER PREMIUM***

- 19.11** (a) Where the Company deems there is a requirement to have employees carry a pager, the Company will seek volunteers on a rotational basis.
- (b) In the event that there are insufficient volunteers, the pager will be assigned among the three (3) most junior employees within the client group on a rotational basis.
- (c) Employees who carry the pager will receive a premium of four (4) hours pay at their regular basic rate of pay for each one (1) week period that they carry the pager. If an employee is required to attend a call-out, he/she will be paid in accordance with the call-out provisions of the collective agreement in addition to the pager premium.

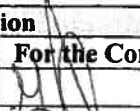

#### **Overtime Payment - Part-Time Employees**

**19.12** A part-time employee, who works more than his scheduled hours on any day, shall be paid on a straight time basis until he has worked the basic hours per day, and on a time and one-half basis for time worked in excess of the basic hours.

**19.13** A part-time employee, who works more than his scheduled shifts in any week, shall be paid on a straight time basis until he has worked the basic hours per week, and on a time and one-half basis for time worked in excess of the basic hours. It is understood that for the purpose of this article, scheduled shifts shall include banked time taken, paid sick time, paid holidays, bereavement leave, jury/witness leave, union time (OAP and OXP), and vacation time.

### **Time off in Lieu of Overtime Payment**

- 19.14** Except for overtime compensated under the provisions of Sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment, from his scheduled shifts.
- (a) An employee's request to bank such time off in lieu of overtime payment must be made known to his manager at the time the employee is assigned to work overtime. Overtime hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed 80 hours, at any one time.
  - (b) Time off in lieu of overtime payment shall be banked on the basis of rate paid for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay. This time off shall constitute full compensation for those hours.
  - (c) An employee may request to be compensated by time off in lieu of payment of premiums provided under Sections 18.23 and 18.26 in accordance with the provisions of this section.
  - (d) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company. The minimum amount of time off which may be granted under this section shall be one (1) hour.

<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## **ARTICLE 20 – HOLIDAYS**

**20.01** The following shall be recognized as paid holidays:

- *New Year's Day*
- *Labour Day*
- Good Friday
- Thanksgiving Day
- Victoria Day
- Christmas Day
- Canada Day
- Boxing Day (December 26)
- Civic Holiday

**20.02** The Civic Holiday is substituted for Remembrance Day.

**20.03** When a paid holiday falls on a Sunday the Monday immediately following shall be observed as the holiday.

**20.04** When a paid holiday falls on a Monday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.

**20.05** Notwithstanding the provisions of Section 20.04, the observance of the Boxing Day holiday shall be in accordance with the following:

- (a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.
- (b) Where Boxing Day falls on a day Tuesday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.
- (c) In a week in which a recognized holiday occurs or an employees on a compressed work week schedule observes a day off with pay the employee will revert to the basic hours of work per week as provided in Section 18.02(a).

### **Day Off With Pay**

- 20.06** In addition to the holidays stipulated in section 20.01, each regular full time and part-time employee in the employ of the Company on January 31<sup>st</sup> of each year, with the exception of an employee who is on an unpaid leave of absence in excess of two weeks and not covered under Article 31 of this Agreement, shall be granted three (3) days off with pay at his basic rate of pay, or if a part-time employee, at the rate of 10% of his earnings for the pay period immediately preceding a day off with pay, excluding overtime and differential payments, not to exceed eight (8) hours at the employee's basic rate of pay.
- 20.07** The days off with pay shall be scheduled at a time mutually agreed upon by the employee and the Company, but at no time will they be taken later than November 30<sup>th</sup> of that year.
- 20.08** Where the Company and the employee cannot mutually agree upon the date(s) when the employee shall take his day(s) off with pay, the Company may either:
- (i) unilaterally schedule the employee to be off with pay as described above;
  - or
  - (ii) provide the employee with pay in lieu of his day(s) off at his basic rate of pay for each day the employee was unable to take off, or if a part-time employee, at the rate of 10% of his earnings for the pay period during which it is paid, excluding overtime and differential payments, not to exceed eight (8) hours at the employee's basic rate of pay.

### **Pay for Holiday - Not Worked**

- 20.09** When an employee is not required to work on a paid holiday which is included in his scheduled work week, he shall be granted the day off with pay, at his basic rate of pay for that day, or if a part-time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday, not to exceed eight (8) hours at the employee's basic rate of pay.

### **Pay For Work on a Holiday**

#### **Holiday Included In Employee's Weekly Schedule**

- 20.10** Where a full-time employee is required to work on a paid holiday which is included in his weekly schedule he shall be paid his basic rate of pay for that day or, if the employee so elects, and provided the employee works his basic hours for the day, he may be granted a holiday with pay at a time convenient to the

employee and the Company. If the employee has not been granted such holiday within 12 months of the actual holiday, he shall be granted holiday pay. In addition, he shall be paid as follows:

- (a) If an employee has been given 48 hours' notice of a requirement to work on a holiday, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday with a minimum guarantee of four hours' pay at straight time.
- (b) If an employee has not been given 48 hours' notice of a requirement to work on a holiday, he shall be paid double time for all time worked up to his basic hours of work for that day, plus one additional hour's pay at straight time, with a minimum guarantee of four hours' pay at straight time.

**20.11** Where a part-time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday, not to exceed eight (8) hours at the employee's basic rate of pay. In addition, he shall be paid in accordance with subsection 20.10(a) or 20.10(b).

<b>Company Proposal</b>		<b>Date: October 20, 2014</b>
Accepted	For the Company	For the Union

**NOTE:** Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service (except a leave granted under Article 31), shall be as determined by the terms and conditions of the leave.

**21.01** All regular full time employees, in the subsequent year they are engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in the qualifying year, up to a limit of ten (10) days of vacation with pay.

**21.02 (a)** A regular full time employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year subsequent to the year in which he completed the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained in accordance with the table below:

<b>Years of Net Credited Service</b>	<b>of</b>	<b>Weeks of Vacation</b>
1		2
3		3*
10		4*
20		5*

\* At least one week of which must be taken outside the period June through September.

(b) All regular part-time employees will be permitted two (2) weeks of unpaid, scheduled time off per year.

(c) In lieu of pay at the time of vacation, all regular part-time employees will be paid their vacation entitlement on each bi-weekly pay as follows:

<b>Years of Net Credited Service</b>	<b>Percent Vacation Pay</b>
1	4% of *gross wages for the bi-wkly pay period
3	6% of *gross wages for the bi-wkly pay period
10	8% of *gross wages for the bi-wkly pay period
20	10% of *gross wages for the bi-wkly pay period



\* "Gross Wages" is as defined in the Employment Standards Act and includes overtime, incentive pay, public holiday pay, termination pay, shift and leadership premiums

**21.03** In this Article, when a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of the week falls. This same interpretation shall apply in determining the end of December for scheduling under the provisions of Section 21.04 or rescheduling under the provisions of Section 21.13.

**21.04** All vacation are for a full calendar year. Effective January 1, 2011 the vacation for a particular year may be scheduled during the period of January 1st of that year to the end of December 31st of the same year, it being understood that vacation entitlement is determined in accordance with section 21.02.

**21.05** When a paid holiday falls on a day of the annual vacation of a regular full time employee, they shall be entitled to an additional day off with pay at a time mutually agreed to by the employee and the Company. If the employee has not been granted the day off with pay within 12 months of the actual holiday, he shall be granted holiday pay.

**21.06** Vacation schedules shall be prepared each year by the Company between Novemeber 1st and December 1st with due consideration to seniority, provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**21.07** The following *departments* have been identified solely for the purpose of vacation selection:

- **Signet Internet *Services Day Shift***
- ***Signet Internet Services Off Normal Shift***
- **Signet Cable**
- **Signet COE Pack & Hold**
- ***Signet Receiving***
- ***Signet Return Materials***
- ***Signet Selection***
- ***Signet Shipping***
- **Signet Unit 100**
- ***Attwell***
- ***Thunder Bay***
- ***Huddersfield***

(b) ***For the purposes of vacation selection only the following will be used to delineate the Signet Internet Day Shift and Signet Internet Off-Normal Shift:***

- Those employees whose shift normally commences between the hours of 4:00 am and 11:59 am; *will be considered to be on the Signet Internet Day Shift.*
- Those employees whose shift normally commences between the hours of 12:00 pm and 3:59 am *will be considered to be on the Signet Internet Off-Normal Shift.*

**21.08** For the purpose of vacation selection:

- (a) The number of employees within a *department* identified in section 21.07 will be determined as of November 1<sup>st</sup> prior to the vacation year.
- (b) A total of 20% of the employees within a *department* identified in section 21.07 will be permitted on vacation at a time;
- (c) If a *department* contains three (3) employees or less, one (1) employee within the *department* will be permitted on vacation at a time.

**21.09** (a) In the year *an employee* is to complete *five (5)* years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of one week of vacation during the period of June through September.

(b) In the year *an employee* is to complete *fifteen (15)* years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of two weeks of vacation during the period of June through September.

**21.10** (a) The provisions of Sections 21.08 and 21.09 shall not apply during a *vacation black-out* period, it being agreed that for any vacation schedule, no more than two weeks shall be blacked-out in a calendar year.

(b) For each week the Company blacks-out, during the period June through September, the number of vacation weeks blacked out will be added back into the schedule in accordance with the table below:

<b><i>Weeks Blocked Out In</i></b>	<b><i>Vacation Week(s) Added In</i></b>
June	June or July
July	July or August
August	July or August
September	August or September

21.11 An employee who is reassigned or transferred after his vacation has been selected may retain his original vacation selection if he so chooses.

21.12 When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests, reschedule the vacation at a later date in the calendar year.

21.13 (a) Regular full time employees shall be paid during vacation at their basic rate of pay determined in accordance with Company practices; but vacation pay for regular full time employees each year shall not be less than 2% of their earnings in the calendar year for which the vacation is given for each week of vacation.

(b) The percentage level of vacation pay regular full time employees are entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.14(a), shall remain unchanged.

(c) Notwithstanding the provisions of subsection 21.14(a), a regular full time employee who is engaged or placed into this bargaining unit on or after February 11, 1991 shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for a regular full time employee each year shall not be less than 2% of his basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

and in addition,

(i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year,

or

(ii) if an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year.

21.14 A regular full time employee before proceeding on a vacation of one week or more may request an advance payment in accordance with Company practice for each of the pay days on which he will be on vacation.

## **Pay In Lieu of Vacation**

**21.15** In the year a regular full time employee ceases employment with the Company they shall be eligible to receive any outstanding vacation pay earned in the qualifying year but yet to be paid or received in the current vacation year and any vacation pay earned to date in the current qualifying year.

<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>

## ARTICLE 22 – TRANSFERS AND REASSIGNMENTS

**22.01** The Company assigns each employee to their work location. The Company will advise employees in writing of any changes in work location.

### Definitions

"Work Location" is defined as the location in a town or city, identified in "Attachment B" and the town or city's contiguous territory where an employee is hired to work or is subsequently transferred in accordance with the terms and conditions of Article 22.

"Lateral Reassignment" means an employee's assignment to another position in the same classification.

"Upgrade" means the temporary movement of an employee to perform the work of a higher wage classification.

"Promotion" means the advancement of an employee from a position in a lower classification to a position in a higher wage classification.

"Demotion" means the movement of an employee from a higher wage *classification* to a lower wage classification.

"Reclassification" means a change to the employment status of an employee (e.g., from Regular Part-Time to Regular Full-Time).

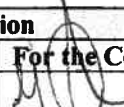

"Transfer" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled *shift* in a work location other than his own.

### Transfers

**22.02 (a)** The transfer of an employee for a continuous period of more than 90 days shall be considered a permanent transfer.

(b) The transfer of an employee for a continuous period of 90 days or less shall be considered a temporary transfer.

**22.03** Notwithstanding the provisions of Sections 22.02, 22.10 and 22.11 the transfer of an employee to a special project, assignment or to attend training courses shall be for the period of the project or assignment or the length of the training course, and shall be considered a temporary transfer. Travel allowances or living and transportation expenses shall be paid, as applicable, as approved by the

<b>Language Clarification</b>		<b>Date: October 8, 2014</b>
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"Reclassification" means a change to the employment status of an employee (e.g., from Regular Part-Time to Regular Full-Time).

"Transfer" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled *shift* in a work location other than his own.

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**22.02 (a)** The transfer of an employee for a continuous period of more than 90 days shall be considered a permanent transfer.

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**22.03** Notwithstanding the provisions of Sections 22.02, 22.10 and 22.11 the transfer of an employee to a special project, assignment or to attend training courses shall be for the period of the project or assignment or the length of the training course, and shall be considered a temporary transfer. Travel allowances or living and transportation expenses shall be paid, as applicable, as approved by the

Company in accordance with Article 23, for the duration of the temporary transfer.

**22.04** Sections 22.02 through 22.12 inclusive shall not have application in the reassignment of an employee affected through the application of Article 11.

**22.05** Seven (7) days notice shall normally be given to an employee who is, at the request of the Company, transferred for an overnight or longer period. Where such notice is not given and an employee is transferred with less than seven (7) days notice, he shall be paid one-half time extra for the basic hours of work for each day of the balance of the seven day period during which the employee is so transferred.

### **Permanent Transfer**

**22.06** The Company will give the employee *thirty (30)* days notice of a permanent transfer.

**22.07** In the selection of an employee for permanent transfer, the Company will first give consideration to an employee who has the necessary qualifications and who will transfer voluntarily. The remaining employees within the work location from which the transfer is to be made must have the necessary qualifications to perform the work at that location.

**22.08** In the event there is to be a permanent involuntary transfer, the employee of least seniority in the work location, from which the transfer is to be made, and who has the necessary qualifications, shall be selected. The remaining employees within the work locations from which the transfer is to be made must have the necessary qualifications to perform the work at that location.

**22.09** When an employee is permanently transferred from one work location to another at the request of the Company, and as a result of such transfer an employee's new work location is further from his home than was his former work location prior to the transfer and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the Company and in accordance with Company practices. The Company agrees with respect to employee expense incidental to a transfer, that it will not diminish, during the term of the Agreement, the level of reimbursement that applied on the date of signing of the Agreement.

### **Temporary Transfer**

**22.10** In the selection of an employee for temporary transfer, the Company will first give consideration to the most senior employee who has the necessary qualifications, and who will transfer voluntarily. The remaining employees from within the work

location from which the transfer is to be made, must have the necessary qualifications, to perform the work at that location.

**22.11** In the event that there is no volunteer, as provided in Section 22.10, the employee of least seniority from the work location from which the transfer is to be made, and who has the necessary qualifications, shall be selected. The remaining employees within the work location from which the transfer is to be made must have the necessary qualifications to perform the work at that location.

**22.12** It is the Company's intention that on completion of a temporary transfer the employee shall be returned to his former position and work location. It is understood that such re-transfer will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events, for example, there is insufficient work and, his former position at his former work location is unavailable. However, in order to enable a more senior employee who is on temporary transfer to return to his former work location, the Company agrees to displace an employee with less seniority in the same classification at that work location.

### **Reassignments**

**22.13 (a)** In the selection of an employee for:

-a permanent lateral reassignment, or

-a temporary lateral reassignment for more than 30 days,

to another reporting centre outside his reporting locality, the Company shall first give consideration to the most senior volunteer. In the event that there is no volunteer, the employee of least seniority shall be selected. The reassigned employee shall be from the functional group in the seniority unit within the reporting centre from which the reassignment is to be made, shall possess the necessary qualifications and the remaining employees shall have the qualifications to complete the work remaining.

(b) Should a Company initiated lateral reassignment involve a change in function the Company will support the employee's transition with a familiarization period of up to twenty (20) working days.

### **Exceptions**

**22.14** Certain circumstances may require job filling procedures to be superseded and by-passed. Accordingly the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

(a) Health or Disability



for reasons of health or disability affecting a person employed by the Company in any bargaining unit, or

where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;

(b) Surplus

where the provisions of Article 11 are applied.

(c) Demotion Within Unit

where an employee is involuntarily demoted within the bargaining unit.

(d) Employment Equity

where a person is placed into the bargaining unit, for the purpose of Employment Equity.

(e) Redeployment, New Business and New Technology

where a person is moved within, or placed into, the bargaining unit for reason of

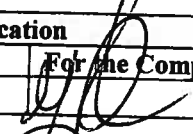

(i) redeployment due to lack of work or priority of work, or

(ii) the start-up of a new business opportunity or the initial introduction of new technology.

The company agrees to initiate local meetings between management and Union Representatives to explore the options available and possible alternatives to deal with these situations. The agreement of the National Union and *Director* Human Resources is required to approve the application of this exception. The agreement of the National Union in these situations will not unreasonably be withheld;

(f) Return from leave of absence where an employee returns to the bargaining unit following a leave of absence approved by the company;

**22.15** The Company shall inform the union in writing of any position within the bargaining unit filled for any of the reasons described in Section 22.14.

<b>Language Clarification</b>		<b>Date: October 20, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

## ARTICLE 24 – JOB POSTING PROCEDURES

**24.01** “Vacancy” - A vacancy is deemed to exist when an addition or a replacement of a position, void of an incumbent, is required in a classification within a work group on a *shift* for a period greater than six (6) consecutive months.

**24.02** When a vacancy occurs in a classification for which there are relief employees, the most senior relief employee who has successfully demonstrated the ability to perform the full work requirements for that classification and who is willing to perform the work will be promoted to fill the vacancy.

Prior to the filling of a vacancy in a classification for which there are relief employees the incumbents in the classification for which there are relief employees are afforded the opportunity to take a lateral reassignment in accordance with the provisions of Section 24.04.

**24.03** When a vacancy or a temporary upgrade occurs in a classification for which no relief employees are required and the vacancy or temporary upgrade is expected by the Company to last more than six (6) months, it will be filled in the following manner:

(a) The position will be posted for five (5) working days in order to give all employees an opportunity to apply for the position.

i) On a day a vacancy is “posted” it will be posted prior to noon (12:00 pm). Postings will be removed after noon (12:00 pm) of the same day in the following week.

(b) The most senior applicant who possesses the qualifications to perform the work required to be done will be selected to fill the vacancy. It is understood that job qualifications will bear a reasonable relationship to the basic requirements of the job opening.

Experience gained, other than experience gained as a “relief employee” through a temporary upgrade of six (6) months or less will not be used in any way that would give an advantage to a junior employee in any future job opportunity.

**24.04** Employees may also apply for a job posting that will result in a lateral reassignment . The following conditions apply for lateral reassignments:

(a) The Company will only be required to grant one (1) lateral reassignment as a result of any one (1) vacancy.

- (b) The senior qualified employee will be selected.
- (c) To be qualified for a lateral reassignment the employee must be able to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period.

**24.05** It is understood that an employee may only be considered for a posted position provided that the employee is meeting the basic job requirements of his job, is not on interim review and, his *global performance rating* is satisfactory.

**24.06** It is understood that service requirements may prevent a successful applicant from immediately assuming the position for which he had applied; nevertheless the date an applicant can be released from his current job will not prevent him from being selected for the posted position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

**24.08** An employee:

- in the 24 months subsequent to his engagement or re-engagement, or
- in the 24 months subsequent to his appointment to a position through a job posting which results in a promotion or,
- in the 12 months subsequent to his appointment to a position through a job posting which results in a lateral reassignment or a temporary upgrade

shall not be eligible to participate in the posting procedures provided in Sections 24.03, 24.04 and 24.09 except:

- (a) that an employee who is appointed to a position as a result of a job posting application may, during this freeze period, apply for a job upgrade at that location;
- (b) where an employee's report centre is changed by the Company;
- (c) where an employee who has been granted a lateral reassignment is again laterally reassigned by the Company.

**24.09** When a vacancy occurs in a classification for a *relief position* it shall be filled in the following manner:

- (a) The position will be posted for five (5) working days to give all employees an opportunity to apply for the relief position. When posting for a vacancy in a classification for a relief position the current designated "relief

employees” are afforded the opportunity to take a lateral reassignment in accordance with the provisions of Section 24.04.

- (b) The most senior applicant who possesses the qualifications and who is willing and able to perform, under the guidance and direction of the person for whom they will be the “relief”, the work that is required to be done and on the same *shift* will be selected and designated as a “relief employee” for the classification concerned. It is understood that qualifications will bear a reasonable relationship to the basic requirements of the position.

**24.10** (a) A “relief employee” means an employee who is selected to learn and perform the duties, as required, of a classification for which they are the relief employee and for which they will receive the rate of pay, as determined through the application of Section 17.13, while so employed.

- (b) Notwithstanding Section 24.10(a) a relief employee may be required to replace an employee for rest periods and other short periods, of time, that is, less than a normal *shift*. Such temporary relief is considered part of the relief employee’s responsibility for familiarization purposes and therefore no higher rate will apply in such cases.

- (c) No employee shall hold more than one relief position at any time.

**24.11** Certain circumstances may require job posting procedures to be superceded and bypassed. Accordingly, the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

- (a) Health or Disability

For reasons of Health or Disability affected persons employed by the Company or where a Company employee returns to the bargaining unit following a placement for reasons of Health or Disability;

- (b) Surplus

where the provisions of Article 11 are applied

- (c) Demotion within Unit

where an employee is involuntarily demoted within the Bargaining Unit

- (d) Employment Equity

where a person is placed into the Bargaining Unit, for the purpose of Employment Equity

(e) **Redeployment, new business and new technology**

where a person is moved within, or placed into, the Bargaining Unit for reason of

- (i) Redeployment due to lack of work or priority of work, or
- (i) The start up of a new business opportunity or the initial introduction of new technology

The Company agrees to initiate local meetings between Management and Union representatives to explore the options available and possible alternatives to deal with these situations. The agreement of the National Union and *Director*, Human Resources is required to approve the application of this exception. The agreement of the National Union in these situations will not unreasonably be withheld.

(f) **Return from Leave of Absence**

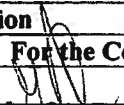

- (i) Where an employee returns to the bargaining unit following a leave of absence approved by the Company;
- (ii) movement *within the bargaining unit* to accommodate a disability

**24.12** The Company shall inform the Union in writing of any position within the bargaining unit filled for any of the reasons described in Section 24.11.

**24.13** The Company will provide information to designated local officers of the Union, and to all employees who responded to the job posting, concerning the posted position and the results of the posting.

**WAGE ADMINISTRATION**

*The parties hereto agree that when an employee moves from a higher wage classification to a lower wage classification and is subsequently promoted through the application of Article 24, Job Posting Procedures, or is temporarily upgraded to a position in the higher classification in which they had previously worked the employee will be placed on the wage schedule of the higher wage classification at the same wage rate they had previously earned while employed in the higher classification. Should the previously earned wage rate no longer exist on the wage schedule the employee will be placed on the wage schedule at the closest higher rate to the wage rate the employee previously earned. (Moved from MoA)*

Language Clarification		Date: October 1, 2014
Accepted	For the Company	For the Union
		

## ARTICLE 26 – MISCELLANEOUS WORKING CONDITIONS

### Clothing

- 26.01** Employees shall provide themselves with suitable clothing for the job to which they are assigned.
- 26.02** The Company shall supply or make available such special clothing as it deems necessary to be worn on the job for reasons of appearance, safety or health, or as a protection against undue wear or damage. The Company may, at its discretion, replace employees' clothing damaged under unusual job conditions.

### Tools

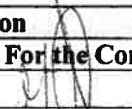

- 26.03** The Company shall decide what tools are required for the job and supply or make them available and replace such of these tools as, in its judgment, become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him.

### Weather Conditions

- 26.04** At any time when the Company considers, in keeping with the intent of Sections 12.02 and 12.03, that the weather is unsuitable for outside work, employees will be assigned to *alternate work inside* as far as practicable, except where, in the judgment of the Company, cases of emergency or necessity exists.
- 26.05** Where as a result of inclement weather conditions an employee:
- (a) does not report for work to his *work location* he shall not receive pay for that day.
  - (b) is late because of disruptions to public transportation, he shall be paid for the *half shift* in which he reports to his *work location*.

### Absence Due to Family Emergency

- 26.06** It is recognized that family emergencies occur which necessitate an employee's absence. The Company will attempt to minimize the financial impact of such absences by the granting of paid time owing to the employee. It is understood that time off for family emergencies is to attend to immediate responsibilities and the employee will make every reasonable effort to return to work as soon as possible.

<b>Language Clarification</b>		<b>Date: October 1, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

**ARTICLE 27 – EMPLOYEE AND UNION INFORMATION**

**Employee Information**

**27.01** The Company agrees to supply each employee with a copy of this Agreement.

**Union Information**

**27.02** The Company agrees to send, on March 15 of each year, to the designated Office of the National Union, a list of home addresses as shown on Company records of all employees in the bargaining unit. The home addresses of employees who object to their release shall be omitted from that list.

**27.03** The Union shall, no later than February 1 of each year, inform in writing the Director, Human Resources, of the name, occupation and work location of the employees who object to the release of this information by the Company. The Union recognizes its full responsibility in that respect.

**27.04** The Union will save the Company harmless from any and all causes of actions or claims which may be made against it by any employee, or on behalf of any employee or employees as a result of the release of home addresses to the Union.

**Office Consolidations, Centralizations and Closures**

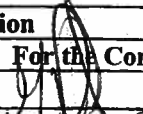

**27.05** Immediately upon learning of a potential office consolidation, centralization or closure, the *Director*, Human Resources, undertakes to meet with the appropriate national officer of the union, or their delegate, in order to initiate local meetings between management and Union representatives to consult on the impact of the consolidation, centralization or closure on employees and to explore the options available and possible alternatives to deal with the situation. To the extent possible, a standardized approach should be developed by the parties as a response to such situations.

<b>Language Clarification</b>		<b>Date: October 20, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>

### **ARTICLE 29 – WITNESS AND JURY DUTY**



- 29.01** An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at his basic rate (or for a part-time employee at his pro-rata proportion of the basic rate) for the necessary absence from duty, *provided that a copy of the subpoena, summons or related court documents are provided to the Company.*
- 29.02** An employee shall report for regular duties when temporarily or finally excused from such attendance at Court.
- 29.03** When an employee assigned to work an off-normal *shift* is ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's *shift* to a day *shift* on each day for which the employee's attendance at court is required.
- 29.04** When, before leaving work on the last day of work preceding his vacation, an employee is ordered to attend jury duty, and the time stipulated for attendance at Court falls within the time scheduled for the employee's vacation, the Company, if the employee so requests, shall re-schedule the vacation at a later date in the calendar year for which the vacation is given, *provided that a copy of the subpoena, summons or related court documents are provided to the Company.*
- 29.05** When a day scheduled as time off under Article 18, falls on a day for which an employee's attendance at Court is required for jury duty, or as a subpoenaed witness, the Company shall re-schedule the time off for a period following the completion of his Court duties, *provided that a copy of the subpoena, summons or related court documents are provided to the Company.*



<b>Language Clarification</b>		<b>Date: October 20, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

**ARTICLE 30 – BEREAVEMENT LEAVE**

- 30.01** An employee shall be granted, in the event of the death of his spouse, common-law spouse, son, daughter, father, mother, brother or sister, bereavement leave with pay from any of his scheduled tours of duty that occur during the five (5) days immediately following the day of death.
  
- 30.02** An employee shall be granted, in the event of the death of his mother-in-law, father-in-law, grandparent, grandchild, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay from his scheduled *shifts* that occur during the three (3) days immediately following the day of death.
  
- 30.03** The Company may extend the periods of bereavement leave with pay provided for in sections 30.01 and 30.02 up to one week when it is necessary for the employee to leave the city in which he is employed.

<b>Language Clarification</b>		<b>Date: October 20, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

**ARTICLE 31 – LEAVE FOR EMPLOYEES  
WITH CHILD CARE RESPONSIBILITIES**

**Pregnancy Leave**

**31.01** An employee who has completed thirteen (13) weeks of continuous employment with the Company shall be granted a pregnancy leave without pay of up to seventeen (17) weeks, which leave may begin not earlier than seventeen (17) weeks prior to the estimated date of delivery.

**Parental Leave**

**31.02** An employee who has completed thirteen (13) weeks of continuous employment with the Company shall be granted a parental leave without pay as follows:

- (a) where an employee has or will have the actual care and custody of a new-born child, the employee shall be granted a leave of up to thirty-seven (37) weeks (or thirty-five (35) weeks if the employee also took pregnancy leave) in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and
- (b) where an employee is adopting a child, the employee shall be granted a leave of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

**31.03** For an employee eligible to a leave as provided under subsection 31.02(b), a supplementary adoption leave without pay of up to seventeen (17) weeks is available and shall be granted upon request. This leave must begin no later than fifty-two (52) weeks after the date on which the child was born or the date on which the child first came into the employee's care.

**APPLICATION FOR LEAVE**

**31.04** The employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least two (2) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where circumstances preclude submission of the application two (2) weeks before commencement of the leave, the leave will not be unreasonably denied.

**31.05** An employee who applies for a leave without pay under this Article but whose application is not in every respect in accordance with the conditions provided in

Sections 31.01, 31.02, 31.03 and 31.04, as applicable, may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

- 31.06** An employee who wishes to resume employment on expiration of a leave granted pursuant to Section 31.01, 31.02 or 31.03 shall be reinstated in the position occupied by the employee at the time such leave commenced. In the event such position no longer exists the employee will be placed in a comparable position, with not less than the same wages and benefits. However, to be entitled to re-engagement, an employee must present himself for re-engagement in the Company on the first working day following the expiry of the leave, or (where applicable) the first working day following the expiry of the leave plus the number of the days between the estimated date of confinement and the actual date of confinement if the latter is later, and provide medical certification of that date.
- 31.07** Provided an employee reports for work and resumes employment as provided under Section 31.06, the employee will be credited with seniority for the period of the leave(s).

<b>Company Proposal</b>		<b>Date: December 3, 2014</b>
Accepted	For the Company	For the Union
		

**ARTICLE 32 – EMPLOYMENT EQUITY  
AND WORKPLACE ACCOMMODATION**



- 32.01** (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.
- (b) The Company and the Union agree that the principles as described in Section 32.01(a) shall be applied in a manner consistent with their respective obligations under applicable legislation and this collective agreement.
- 32.02** Notwithstanding the provisions of Section 14.10, a Union grievance may be submitted in accordance with Section 14.09 relating to the interpretation, application, administration or alleged violation of 32.01 involving the case of an employee wishing to return to the bargaining unit to fill a job opening for which they have the qualifications and service, having previously been placed into another bargaining unit for reasons of health or disability.

**Workplace Accommodation**

- 32.03** In compliance with the Human Rights Code and best practices, the parties agree where a worker presents with a disability relevant to the performance of his job duties, accommodation and/or modification of duties within the job classification is the appropriate response to a disability that has not reached maximal medical recovery (MMR).

Once MMR is reached, and if accommodation within the job classification cannot be achieved without undue hardship, then accommodation in a lower classification may be appropriate.

If accommodation in any work cannot be provided without undue hardship, then it is appropriate to offer termination of employment with notice and severance pay as provided in the collective agreement. This shall not negatively affect eligibility for benefit programs.

<b>Company Proposal</b>		<b>Date: November 28, 2014</b>
<b>Accepted</b>	<b>For the Company</b>	<b>For the Union</b>
		

**ARTICLE 33 – COLLECTIVE BARGAINING PROCEDURE**

**33.01** All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this agreement shall be conducted between the authorized Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the company on the other.

The number of employees of the Company to be authorized as Bargaining Representatives of the Union shall not exceed three.

~~If the parties agreed to conduct joint bargaining between Ontario region and Quebec region the number of employees of the Company to be authorized as Bargaining Representatives of the Union shall not exceed two.~~

**33.02** No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is put in writing and signed by the authorized Bargaining Representatives of the Union and by the designated Bargaining Representatives of the Company and an agreement so signed shall take effect as and from the effective date specified therein.

**33.03** ~~The Company agrees that it will bear all costs for simultaneous translation during consultative and bargaining meetings but in the latter case only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later, at which time said expenses shall be borne by the parties in equal shares.~~

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PROGISTIX-SOLUTIONS INC.  
(the "Company")**

**- AND -**

**UNIFOR  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES  
(the "Union")**

**RE: CHANGES TO OPERATIONAL NETWORK**

The Company will continue to provide the following retiree with a monthly supplemental payment that commenced in the first month that the employee was in receipt of retirement benefits.

Christopher Donfrio - \$650

The duration of the supplementary payment will continue until April 30, 2017.

Agreed this 28<sup>th</sup> Day of November 2014

For the Company



Gary Philion

For the Union



Howard Law

<sup>RM</sup>  
MORANDUM OF AGREEMENT

BETWEEN:

PROGISTIX-SOLUTIONS INC.  
(the "Company")

- AND -

UNIFOR  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES  
(the "Union")

RE: SUPPLEMENTARY *LEADERSHIP* PREMIUM

For the duration of the collective agreement the following employees will be entitled to a premium of one dollar fifty cents (\$1.50) for each hour worked.

Should any of these employees be assigned a Leadership role they will not be entitled to receive the Leadership Premium in addition to the Supplementary Premium. Should an employee in receipt of the Supplementary Premium choose not to perform the Leadership role they will no longer be eligible to receive the Supplementary Premium.


Ireland James	Day William
Rounding Neil	McPherson Daniel
Palmer Kent	Young David
Uprichard Alan	Alwarpillai Chandra
Mills Cameron	Yusuf Hassan R
Howe Robert	

Agreed this 23<sup>rd</sup> Day of October, 2014

For the Company

  
Gary Phillion

For the Union

  
Howard Law

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PROGISTIX-SOLUTIONS INC.  
(the "Company")**

**- AND -**

**UNIFOR  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES  
(the "Union")**

**RE: VACATION ENTITLEMENT**

The parties hereto agree that further and in accordance with all other terms and conditions contained in Article 21 the following employees will be entitled to six (6) weeks of vacation per vacation year for the duration of the collective agreement which takes effect on January 1, 2015:

Alan Milson	James Ireland	Giovanni Minicucci	Cameron Mills
Nicola Galloro	Pasquale Manserra	Neil Rounding	Charles Peters
Robert McCaig	Alan Uprichard	Donald MacDonald	Robert Howe
Kent Palmer	James Weaver	Norman Hale	Jeffrey Fumerton
Craig Kerr			


Agreed this 27<sup>th</sup> Day of November, 2014.

For the Company



Gary Phillion

For the Union



Howard Law



**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PROGISTIX-SOLUTIONS INC.  
(the "Company")**

**- AND -**

**UNIFOR  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES  
(the "Union")**

**RE : PRODUCTIVITY- QUANTITY of WORK**

The parties hereto agree that for the term of this collective agreement an employee who has received corrective action for quantity of work performance and subsequently works for six (6) consecutive months without further corrective action for quantity of work performance will, should a circumstance arise beyond the six (6) month period that, in the opinion of management, leads to corrective action based upon the employee's quantity of work, have the corrective action process commence at Step 1, Confirmation of Problem Solving Interview.

Agreed this 21<sup>st</sup> day of October 21, 2014

For the Company



Gary Phillion

For the Union



Howard Law

20.10.14

**OVERTIME DISTRIBUTION**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**PROGISTIX-SOLUTIONS**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

This is to confirm our discussions during bargaining for the renewal of the Collective Agreement. The Company will amend its Overtime Policy to reflect the following:

- All continuous overtime will first be provided to the most senior knowledgeable resource within the process affected.
- All non-continuous overtime of a minimum of eight (8) hours duration will be provided within the affected process on a rotational basis.

Agreed this 20<sup>th</sup> day of October 2014

For the Company

Gary Philion

For the Union

Howard Law

November 27, 2014

Mr. Howard Law  
Director, Media Sector  
Unifor

**Subject: Internal Training**

Dear Mr. Law,

The Company will continue to provide our employees with the training required to do their job, to meet our legislative and operational requirements and to support employee development.

Across the Company, we invest in employees and define training needs which are then incorporated into the planning process and contained within the overall department budget. The Company is prepared to discuss the training and development plan to support the success of our employees annually at Joint Council.

Yours truly,

A handwritten signature in black ink, appearing to read 'G. Phillion', with a vertical line extending upwards from the top of the signature.

Gary Phillion  
Director, Human Resources

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