

# COLLECTIVE AGREEMENT

BETWEEN

**UNIFOR**



AND

**BGIS O&M SOLUTIONS INC.**  
Clerical



Valid until May 6, 2021

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## **ARTICLE 1**

### **RECOGNITION AND SCOPE**

**1.01** The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.

**1.02** This Agreement shall apply to all employees of the Company described in attachment A. When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

## **ARTICLE 2**

### **DISCRIMINATION**

**2.01** The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

**2.02** The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, color, national origin, political affiliation with a legitimate political party or for exercising any rights under this Collective Agreement.

**2.03** The Company and the Union are committed to working together to ensure a workplace which is free from harassment. The parties further agree that no employee should be subjected to harassment or shall be required to tolerate being subjected to harassment while at work.

**2.04** Use in this Agreement of masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

## **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 all regular dues deductions will be processed on a regular basis with each pay period.

**3.03** As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of 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 UNIFOR Humanity Fund, as soon as possible after the end of each month.

**3.07** Where an employee objects to the above-mentioned deduction, he shall notify in writing the appropriate Vice-President of UNIFOR. The Union shall then inform in writing the Senior Vice President, Human Resources or his/her 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.

## ARTICLE 4

### UNION REPRESENTATION

**4.01** The number of Local Union representatives, excluding Local Officers, and Chief Stewards shall not exceed 2.

**4.02** 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.

**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.

**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. The Union will give 3 months' notice to the Company.

**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 Senior Vice President, Human Resources or his/her designate.

**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.

## ARTICLE 5 TIME

### ALLOWANCE

**5.01** (a) An employee having a grievance or a potential grievance, may confer with his Union Steward or with Management 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.

**5.02** The Company agrees that paid time is granted for a grievor and his Steward to consult, reasonable handling of the grievance and face-to-face meetings with management. Specifically this includes:

(a) Time for the Steward to meet the grievor;

(b) Passing the grievance from one step to another that could involve a change of representative;

(c) Discussions with the National Union office i.e. reasonable "handling" of a grievance.

But does not include

(d) All other time such as time for Union grievance committee meetings and time for on-site investigations by Union Stewards.

**5.03** 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 5.04 (b) shall apply.

**5.04** (a) A Union Steward, Chief Steward or Local Officer, 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) All time off required pursuant to subsections 5.04 (a) will be granted without pay; however,



(c) 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.

**5.05** (a) Time off pursuant to this Article shall be granted only following a formal request to management. Such request shall contain the reason the time off is required 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.

**5.06** (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. Both the Union and the Company agree that the granting and use of time off the job will not be abused.

(b) The Senior Vice President, Human Resources or his/her designate 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.

**5.07** 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.

**5.08** The Company will allow the Chief Steward or one (1) steward a reasonable period of time paid to introduce the Union to new employees at least twice a year.

## **ARTICLE 6**

### **EXPENSES**

**6.01** Each party shall bear the expenses incurred by its own representatives in attending meetings or proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

## ARTICLE 7

### STRIKES AND LOCKOUTS

**7.01** During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strike, or any other stoppage of or interference with work, which would cause any interruption of work.

**7.02** The words "Strike" and "Lockout" shall have the meaning given these words in Ontario Labour Law.

## ARTICLE 8

### MANAGEMENT RIGHTS

**8.01** The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the working forces and, without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, discharge or otherwise discipline employees. The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

## ARTICLE 9

### DEFINITIONS

**9.01** For purposes of this Agreement,

- (a) "Employee" means a person employed by the Company to do work in any of the occupations listed in Appendix A, but does not include a person who:
  - (1) is employed in a confidential capacity in matters relating to industrial relations, or
  - (2) exercises management functions
  
- (b) "Probationary Employee" means an employee hired into a position deemed permanent during the first six months' of employment.
  - i. Notwithstanding article 13 of this agreement, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.
  - ii. Company agrees to provide the union representative a copy of the termination document, where it will be indicated the reasons why the employee is found unsuitable for the position.
  
- (c) "Regular Employee" means an employee hired into a position deemed permanent after successful completion of the six month probationary period.

- (d) "Temporary Employee" means an employee hired into a position or series of positions of fixed duration, with no single fixed duration assignment to exceed one year (12 months) in continuous duration. Fixed duration assignments are used to provide support business needs during peak workload periods and/or for special projects.
- (e) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.
- (f) "Headquarters" means a locality listed in Appendix B in or from which an employee normally works.
- (g) "Work Center" means the address from which an employee normally works.

## **ARTICLE 10**

### **SENIORITY**

**10.01** The net credited service date as shown on Company records and as posted on the seniority lists establishes an employee's seniority. The Company agrees that existing rules for determining 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** a) The exercise of seniority shall be within a bargaining 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.

b) Where there is a need to determine the seniority when two employees have the same seniority on the position, it is agreed that this will be determined by a random draw. Such a draw will be done in the presence of a union representative designated by the Union.

**10.03** 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 bargaining unit, and their headquarters. One copy of such list will be sent to the local Union office.

**10.04** 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, reassigned, or promoted to a management position. Such advice as well as the employment status of the employee, his occupation and reporting centre will be given to the Steward in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the Steward concerned of an employee's death, resignation or leave of absence for a period exceeding 30 days.

## ARTICLE 11

### FORCE ADJUSTMENT

**11.01** Where any condition arises which reduces the workload to the extent that a general program of lay-offs or spreading the work is contemplated, the Company shall endeavor to reach an 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 within a period of 30 days after the matter has been submitted to the Union, 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 at the expiration of the 30-day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after an agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

### Separation

**11.04** Where after the application of article 11.01, there remains surplus employees, they will be treated as follows:

- 1) Any surplus employee with less than 15 years of net credited service (NCS) may choose one of the following options:
  - (a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Attachment D of this memorandum.
  - or
  - (b) A lump sum payment upon termination equivalent to the value of the Company contribution had the employee received a lay-off allowance as set out in Attachment D of this memorandum.
- 2) Any surplus employee with 15 or more years of net credited service who has elected not to avail herself of the displacement procedure, may choose one of the following options:
  - (a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Attachment D of this memorandum
  - or
  - (b) A lump sum payment upon termination calculated as follows: 1.5 weeks X NCS X basic weekly rate
- 3) Any surplus employee with 15 or more years of net credited service who has elected to avail herself of the displacement procedure and who has not found another position, will be able to choose one of the options outlined in 2a) or 2b).  
Whenever an employee fails to select one of the above-mentioned options, he shall be placed on a lay-off in accordance with 1a) or 1b).

- \* Lump sum payments offered to Part-Time Employees shall be established on a pro-rated basis.

The Company will supply monthly to the Union, lists of employees who elect a termination package by department and locality, indicating for each employee, the date of separation, the net credited service date of the employee and his work location.

**11.05** In the case of a surplus regular employee, the Company will attempt to place the employee in a position in the following manner and sequence:

Provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event within not more than a 21 calendar day familiarization period, and provided that such assignment can be made without displacing an employee with more seniority.

- First; by displacing the most junior employee in the same department within the negotiating unit in the following order:

Step 1	Same wage band	same department	Same locality
Step 2	Other wage band	same department	Same locality
Step 3	Same wage band	other department	Same locality
Step 4	Other wage band	other department	Same locality
Step 5	Same wage band	same department	Other locality
Step 6	Other wage band	same department	Other locality

**Note**

An employee cannot decline a placement into a position as long as that position is in the same wage band and within the same area. For the purpose of this article, area is defined as Greater Toronto Area within 30 kilometers of the current location prior to displacement.

**11.06** The Company will not proceed to lay-offs and will not keep employees in lay-offs when:

- A contractor is working within the bargaining unit or
- Temporary employee performs the work when the laid off employee (or employees) is qualified to perform the work. This will not be applicable if the laid off employee (employees) refused the work

**11.07** Professional transition services

The Company will provide regular employees access to counseling and employment search support services for three (3) months.

**11.08** General

It is understood that where an employee is placed in a lower-rated job as a result of the measures contemplated under this memorandum, he shall immediately be paid the basic rate of pay for that job.

The parties agree that any difference regarding the interpretation or administration of the provisions set out in Attachments D of this memorandum may be processed

in accordance with the provision of Articles 14 and 15 of the collective agreement.

## **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.

**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 the Union Steward to attend any accident investigation meeting involving an employee whom he represents. The Union Steward may delegate another Steward from the same local or an employee representative from the local Safety and Health Committee to replace him at the meeting so that either a Union Steward or the designated employee representative may attend the meeting, but not both. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents in the future.

**12.05** (a) The Health and Safety Committee and/or the Health and safety representative and the company representative are responsible for jointly establishing and amending rules and procedures, scope of responsibility, frequency of meetings and any other similar matters in accordance with the occupational Health and Safety acts.

(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 Committees shall not be submitted to the grievance procedure.

## **ARTICLE 13**

### **DISCIPLINARY AND NON-DISCIPLINARY ACTIONS**

**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) The Steward or Chief Steward shall, unless the employee objects, 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 invited by the Manager to attend is not scheduled to work at the time the meeting is to be held he may be replaced by the

nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

(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** In the case of a dismissal, the matter may be referred directly to the second step of the grievance procedure as provided in Article 14.

**13.06** All measures referred to in section 13.01 which are imposed for a breach of discipline shall form and become part of the disciplinary record of that employee.

**13.07** An employee shall have the right to inspect his disciplinary record annually 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 discipline or a dismissal at the first step of the grievance procedure and at the third step if so requested by the Union. For grievances taken up at the second step pursuant to section 13.05 the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

**13.08** The period accorded to an employee in which to effect improvement shall not exceed six months.

**13.09** The record of all measures referred to in section 13.01, which were imposed for a breach of discipline, shall be removed from an employee's disciplinary record after two years.

### **Security Interviews**

**13.10** The Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed for that matter.

**13.11** The employee, unless he objects, shall be granted 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, the Steward or Chief Steward shall attend as an observer to the process and not as a participant.

## **ARTICLE 14**

### **GRIEVANCES**

#### **Definitions**

"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.

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

"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.

#### **Grievance Procedure - Individual Grievances**

##### **Step 1**

**14.01** A grievance shall be submitted on a grievance form within 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 to the second level of management.

**14.02** The Regional Director and the Manager shall meet with the Steward and the griever, and shall render a written statement on the grievance form within 15 days of being advised of the grievance.

##### **Step 2**

**14.03** When the grievance has not been settled at Step 1, it may be submitted to the Senior Vice President of Human Resources within 30 days of the disposition.

**14.04** The grievance shall include a written statement of the Union's position, signed and dated by an Officer or employee of the Union. A copy of this statement shall be attached to a copy of the grievance form.

**14.05** The Senior Vice President of Human Resources, shall meet with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union within 30 days of the receipt of the intention to appeal, 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 Senior Vice President of Human Resources may elect to invite two other people to attend. Union representation shall be limited to three people of which not more than two shall be employees of the Company. In addition, if deemed necessary by either party, the grievor may attend.



## **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 30 days of the action or circumstances allegedly giving rise to the grievance, or within 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 a Union grievance shall be processed in accordance with the intent of the provisions of the Individual Grievance Procedure and within the applicable time limits provided always that 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 Senior Vice President of Human Resources, 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
- (e) the Article(s) alleged to have been violated

**14.13** A grievance shall not be deemed to be invalid at Step 1 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in section 14.10.

**14.14** When a grievance is being handled by a representative of the Union, the Company will not endeavor to settle the grievance 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 will be deemed to have been settled without the concurrence 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 is being handled, or has been handled, by the Union.

**14.16** At any step, in the grievance procedure a grievance may be settled by:

- (a) upholding the Company's action
- (b) reversing the Company's action
- (c) any other arrangement which is acceptable to the parties.

If not settled in the grievance procedure the grievance may be referred to an Arbitration Board under Article 15.

## **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. That 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** 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 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.

## **General**

**15.05** 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.

**15.06** 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.

**15.07** 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.

**15.08** 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 its decision it shall be bound by the terms and provisions of this Agreement.

**15.09** 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.

**15.10** 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.

## **ARTICLE 16**

### **TECHNOLOGICAL CHANGE**

**16.01** "Technological Change" in this Article means:

(a) the introduction by the Company into its business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business and

(b) a change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

**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.

## **ARTICLE 17**

### **WAGE ADMINISTRATION**

**17.01** "Basic Rate of Pay" means the amount of money per week, as specified in the applicable wage schedule, which is paid to a full-time employee for working his basic hours of work.

#### **Higher Rates of Pay to Individual Employees**

**17.02** 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.

#### **Wage increases**

**17.03** (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 17.03 (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.

**17.04** The time intervals for each step of Wage Schedule attachment C shall be twelve months.

For temporary employees, the time interval for each step of the wage schedule will be 1950 hours. Hours calculated will be: worked hours, vacation paid, statutory holidays, paid sick days, union time, authorized absences paid, worked overtime, banked time paid.

**17.05** The time intervals specified for each step of the wage schedules shall be computed as follows:

(a) For an employee engaged or re-engaged between the first and fifteenth of the month, from the first day of that month.

(b) For an employee engaged or re-engaged between the sixteenth and the last day of the month, from the first day of the following month.

**17.06** The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

### **Pay Treatment - Employee Absent**

**17.07** (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 17.07 (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 17.07 (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 17.07 (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 17.07 (b) shall apply.

### **Pay Days**

**17.08** An employee shall be paid every alternate Thursday at her basic rate of pay plus any overtime and other payments for the two-week (2) period ending the Saturday, twelve (12) days previous to the payday. This pay is adjusted for unpaid absences that occur during the two-week (2) period.

## **New position**

**17.09** The salary rate of all new positions created during the course of the actual collective agreement will be established in conformity with the job evaluation process. This process reflects the notion of equity among the employees and will be maintained jointly by the Company and the Union.

The established rate will be applied retroactively to the start date in the new job.

If the rate is lower than the predetermined rate when the position was created, it will become effective at the date of the job evaluation result.

The evaluation of a new position shall not be done until the incumbent has been in the position for at least 6 months.

## **Promotional Pay Treatment**

17.10 Where an employee is promoted, the rate of pay on promotion shall be the rate on the wage band of the new job which corresponds with the employee's wage band step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the wage band of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the wage band as outlined in Section 17.04.

## **Temporary Work Assignments**

17.11 Where an employee is temporarily assigned to a job in a higher wage band for one (1) week or longer, pay treatment for the period of such temporary assignment shall be in accordance with Section 17.10.

# **ARTICLE 18**

## **HOURS OF WORK**

### **Definitions**

For the purpose of this Agreement,

**18.01** "Basic Hours of Work" means the number of hours of work per day and per week as established by this Agreement and set forth in this Article for full-time employees.

(a) "Tour of Duty" means the time worked by an employee on any working day.

(b) "Scheduled Tour of Duty" means a tour of duty not exceeding the basic hours of work per day which an employee is scheduled to work and of which he has been advised in advance.

(c) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.

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

(e) "Half tour" means half of the duration of a tour.

(f) "Night 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.

**18.02** The basic hours of work per day for a full-time employee shall be 7. hours and could be determined by the compressed work arrangement that would average 37.5 hours per week for a determined period of time.

### **Arrangement and Assignment of Tours of Duty**

**18.03** The arrangement of hours for all tours of duty shall be established by the Company.

**18.04** The tours of duty may be scheduled on any day of the week depending upon the requirements of the job.

**18.05** Where an employee is required to work overtime on a Sunday and works his basic hours for that day, such tour of duty shall be considered as part of his scheduled work week for pay purpose and his scheduled work week will be unaffected. If the employee has not been given 48 hours' notice of such overtime work, he shall receive an additional one hour's pay.

**18.06** (a) Where a full-time employee is required to work on a Sunday, and works her basic hours for that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of her scheduled work week.

(b) Where a part-time employee is required to work on a Sunday, and works a tour of duty on that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of her scheduled workweek.

For the purpose of this subsection, "tour of duty" means the period of time, not exceeding the basic hours of work per day, which a part-time employee is required to work.

**18.07** The assignment of an employee to a tour of duty shall be made by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

For purpose of this article, the group is the group of employees in the same job, same wage band as described in Appendix A reporting to the same direct supervisor

**18.08** With the approval of the Company, an employee may have his scheduled tour of duty changed at his own request.

### **Meal Period**

**18.09** The meal period for an employee shall not exceed one (1) hour off the job.

**18.10** A 20-minute meal period shall be counted as time worked where an employee is required to work:

- (a) all or a portion of her regularly scheduled tour of duty in an off-normal period or,
- (b) in the day period on Sunday, if Sunday is included in her scheduled work week or,
- (c) in the day period on a holiday, if the holiday is included in her scheduled workweek.

**18.10** On all scheduled night tours, scheduled Sunday day tours and scheduled holiday day tours, 30 minutes shall be allowed for lunch as part of the tour of duty.

**18.11** When a meal period not to exceed 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**

#### **18.12**

- (a) If an employee is given less than five (5) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 18.13 and 18.14, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the five (5) day notice requirement.
- (b) If a part-time employee is given less than five (5) days' notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the five (5) day notice requirement.
- (c) If a part-time employee has not been given 48 hours' notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.

**18.13** Where the change in tour is made at the employee's request, she shall be paid on a straight time basis.

**18.14** Where the change in tour is made in accordance with Section 18.06, no premium shall apply for the change in tour.

### **Premium Pay for Consecutive Saturdays Worked**

**18.15** An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 21.09 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.



## **Sunday Premium Pay**

**18.16** An employee who is required to work a schedule tour, 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 except that where the employee has not been given 48 hours' notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.

**18.17** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 21.01, and the special compensation provided in Section 21.12, is higher than her basic rate of pay.

## **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.

## **Differential for Work in Off-Normal Period**

**18.19** (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of 60 cents for each hour, or part thereof, which falls within the off-normal period.

(b) In addition to the payment received under subsection 21.01 (a), an employee shall be paid an amount of 60 cents for each hour, or part thereof, worked between 12:01 A.M. and 5:59 A.M. on any day.

A differential shall not be paid for:

- (a) the period for which an employee is being paid on an overtime basis,
- (b) paid absence from duty

## **In-Charge Differential**

**18.20** An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than four (4) weeks, shall be paid an in-charge differential of \$3.50 where the employee is so assigned for a minimum of one (1) but not more than four (4) hours in a day, and \$7.00 where the employee is so assigned for more than four (4) hours in a day.

## **Demonstration Differential**

**18.21** An employee, in an Occupation other than a Senior Associate currently listed in Appendix A, or which may be established during the term of this Agreement, who is assigned to show or demonstrate a work method or procedure shall be entitled to receive a demonstration differential of \$1.30 dollar per hour, or part thereof, where the employee is so assigned and performs such assignment. The minimum period of each such assignment shall be one (1) hour.

## **Relief Period**

**18.22** (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 tours 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.

## **ARTICLE 19**

### **OVERTIME**

#### **Overtime Payments, Full-Time and Part-Time Employees**

**19.01** For a full-time employee overtime means the time worked:

- (a) in addition to her scheduled work week, or;
- (b) outside her scheduled work week

**19.02** For a full-time employee payment for overtime work shall be made:

- (a) at the employee's hourly rate until 40 hours per week;
- (b) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked in excess of 40 hours but less than 42 hours per week;
- (c) for overtime worked in excess of 42 hours per week, at the employee's hourly rate multiplied by two (2) times the hours worked.

**19.03** A part-time employee shall be paid:

- (a) on a straight time basis for all time worked in a given week, until she has worked 40 hours per week;
- (b) additional overtime shall be paid as provided in 24.02 (b) and (c)

**19.04** An employee required to work one (1) hour or more of overtime, shall receive an additional one (1) hour's pay if she has not been given at least one (1) hours' notice of such overtime required.

**19.05** A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.

**19.06** Where an employee is required to work two (2) or more hours of continuous overtime, she shall, during those hours, be granted a paid 15-minute relief period.

**19.07**

- (a) Where an employee is required to work overtime which does not either immediately precede or continue after her tour of duty (non-continuous), she shall be paid for the total additional minutes worked on an overtime basis.
- (b) If the employee has not been given 48 hours' notice of such non-continuous overtime work, she shall receive an additional one (1) hour's pay.
- (c) If the amount to which an employee would be entitled under subsection 24.07 (a) or (b) is less than 3 ¾ hours' pay, she shall receive a payment of 3 ¾ hours' pay.

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

**19.08** An employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment.

- (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. Banked hours should not exceed 80 hours a civil year.
- (b) payment shall be banked on the basis of:
  - i. one hour for one hour for all time not exceeding 40 hours
  - ii. overtime worked in excess of 40 hours per week shall be banked on the basis of one hour and one half for each hour of overtime worked.
- (c) Any time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company" Such request will not be unreasonably withheld.

## ARTICLE 20

### HOLIDAYS

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

New Year's Days  
Good Friday  
Victoria Day  
Canada Day (July 1<sup>st</sup>)  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day (Dec. 26<sup>th</sup>)

**20.02** Where a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

**20.03** Where a Company holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

**20.04** Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with Section 20.06, outside the period of the annual vacation at a time determined by the Company.

**20.05** Notwithstanding the provisions of Sections 20.03 and 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 Friday inclusive, it shall be included in the weekly schedule for all employees for that week
- (c) Where Boxing Day falls on a Saturday, an employee, unless the Saturday has been included in her weekly schedule, shall be granted the day off with pay on the Monday immediately following.

#### **Pay for Work on a Holiday**

**20.06**

- (a) Where a full-time employee is required to work on a Company holiday which is included in his scheduled work week, he
  - (i) shall be paid at his basic rate of pay for that day or,
  - (ii) may be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works his basic hours for the day.

- (iii) In addition, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday, except for Christmas Day and New Year's Day where he shall be paid double time for the time worked between midnight of the day preceding and midnight of the holiday.

**20.07** Where a part-time employee is required to work on a Company holiday which is included in his scheduled workweek, he shall be paid as follows:

- (a) the greater of, not to exceed one-fifth of the basic weekly rate of pay:
  - (i) 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;
  - or
  - (ii) 5% of his earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday;

and in addition,

- (b) time and one-half for the time worked between midnight of the day preceding and midnight of the holiday, except for Christmas Day and New Year's Day where he shall be paid double time between midnight of the day preceding and midnight of the holiday.

**20.08** 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 the basic hours of work for that day, plus one (1) additional hour's pay at straighttime.

**20.09** Where an employee is required to work on a Saturday holiday as a day outside her scheduled work week, she shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section 20.04.

### **Pay for Holiday not Worked**

**20.10** Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day, or if a part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;
- or
- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday.

### **Days off with pay**

**20.10** In addition to the holidays provided in Section 20.01, each employee in the employ of the company on December 1<sup>st</sup> shall be granted three (3) days off with pay,

scheduled in accordance with Business needs, at his basic rate of pay for the day, or if a part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay;  
Or
- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.

**20.11**

- (a) One (1) of these days off with pay will be scheduled during the period from December 1<sup>st</sup> to the 15<sup>th</sup> of January of the following year in accordance with business needs.
- (b) Two (2) of these days off with pay shall be granted, subject to service requirements, between January 1<sup>st</sup> and December 31<sup>st</sup> of each year.

**20.12** Where an employee cannot be granted a day off with pay in accordance with the provisions of subsection 26.02 (a) she shall be paid one (1) additional day's pay, at her basic rate of pay, or if a part-time employee, the greater of, not to exceed one- fifth of the basic weekly rate of pay:

- (a) 10% of her earnings, excluding overtime and differential payments for the pay period immediately preceding the day off with pay;  
or
- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.

**ARTICLE 21**

**VACATIONS**

**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, shall be as determined by the terms and conditions of the leave.

**21.01** An employee shall be entitled to vacation with pay in accordance with the following provisions of this Article.

Entitlement in Year of Engagement or Re-Engagement

**21.02** An employee, in the year she is engaged or re-engaged, shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days of vacation with pay.

**For purposes of this Section:**

- (a) For an employee engaged or re-engaged on or before the fifteenth day of month, service shall be counted from the first day of that month.
- (c) For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

**Entitlement in Subsequent Years**

**21.03** An employee, in the years subsequent to her year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below, in the year in which she is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Years of Net Credited Service	Weeks of Vacation
1	3*
10	4**
18	5***
25	6

\* Up to two (2) weeks may be granted in the period June through September

\*\* Up to three (3) weeks may be granted in the period June through September

\*\*\* Up to four (4) weeks may be granted in the period June through September

Note: Up to one week (10 days) can be taken on a daily basis.

**21.04** In this Article, where a calendar week falls in two (2) months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This interpretation shall apply in determining the end of April for scheduling under the provisions of Section 27.05 or rescheduling under the provisions of Section 27.11.

**21.05** All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1<sup>st</sup> of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

**21.06** Notwithstanding the provisions of Section 27.03, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the table below:

Full Vacation Entitlement Based on Employee's Net Credited Service	3 weeks	4 weeks	5 weeks	6 weeks
Number of Days' Vacation Entitlement for each month during which an employee accumulates 15 or more days of net credited service	1.5 Days per month	2 Days per month	2.5 Days per month	3 Days per month
Maximum Days' Vacation for the Year	15 Days	20 Days	25 Days	30 Days

**21.07** Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.

**21.08** Vacation schedules shall be prepared between December 1st and February 1st each year by the Company with due consideration to seniority, provided 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. The Company shall provide its approval by the end of February. However, a Regular Employee shall be afforded the opportunity to select vacation from the Company's schedule before a Temporary Employee. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**21.09**

(a) An employee shall not have the right to carry forward all or part of her vacation from one (1) vacation period to another, or to take vacation entitlement applicable to two (2) calendar years consecutively.

(b) However, where in the judgment of the Company, circumstances permit, having due regard to Company operations, employee requests to take vacation entitlement applicable to two (2) calendar years consecutively may be granted.

**21.10** "Vacation Period" for the purposes of this Article shall mean the period of January 1<sup>st</sup> of one year to the end of April of the following year.

**21.11** Where 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 may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**21.12** An employee shall be paid during vacation at her basic rate of pay determined in accordance with Company policy; but

(a) in the year she is engaged or re-engaged, vacation pay shall not be less than 4% of her total earnings in the entire period of current service in the calendar year for which the vacation is given;

(b) in the years subsequent to her year of engagement or re-engagement, vacation pay shall not be less than 2% of her basic 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 she shall also receive 4% on any difference between her total earning in the calendar year for which the vacation is given and her basic pay for the calendar year;

or

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

### **Pay in Lieu of Vacation**

**21.13** An employee shall be entitled to pay in lieu of vacation in accordance with the following Sections.

**21.14** Where an employee resigns, is laid off, is dismissed or has completed her work, she shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner provided in section 27.15 to 27.17 inclusive.

**21.15** An employee, with less than one (1) year's net credited service or in the year she is engaged or re-engaged, shall be granted 4% of her total earnings in the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.

**21.16** An employee with one (1) or more years of net credited service in the years subsequent to her year of engagement or re-engagement, shall be granted pay in lieu of vacation in accordance with the following:

Vacation Entitlement Based on Employee's Net Credited Service	Pay in Lieu of Vacation Based on Total Basic Pay for The Year to which the Vacation applies
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

and in addition,

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

or

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

**21.17** The amount of pay in lieu of vacation to be granted in accordance with Section 27.16 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before she left the Company's service.

## **ARTICLE 22**

### **TRANSFERS**

**22.01** All regular employees are eligible for transfer consideration in accordance with applicable Company policies currently in force, or as amended from time to time following consultation with the Union. The Company intends to fill job vacancies with qualified Company employees through a formal job posting process.

- a) Where an employee is promoted into a management role on an acting basis – that is, for a defined duration such as a maternity leave replacement or special project – the employee will receive pay and benefits commensurate with the management position as of the effective date of the assignment and the Company will continue to deduct and remit union dues for the first three (3) months in the acting assignment.

**22.02** Where an employee is permanently transferred into another position, and the transfer is deemed unsuccessful within the first six months, despite all reasonable efforts to provide training and / or appropriate support, the employee will transfer back to her original position, or another position of comparable scope and pay to her original position. This transfer may occur at either the employee's or the Company's request.

## **ARTICLE 23**

### **TRAVEL, TIME AND EXPENSES**

**23.01** Where an employee is required to travel on Company instructions outside her normal headquarters, the time spent traveling outside of her tour of duty shall be considered as travel time; except that, when sleeping accommodation is provided in route, the period of time between 10:00 P.M. of one day and 7:00 A.M. of the following day shall not be considered as travel time.

**23.02** Where an employee is required by the Company to travel to a work location other than her normal work location, inside her normal headquarters on a temporary basis, the portion of time spent traveling outside of her tour of duty, which exceeds by 15 minutes or more, per one way trip, the time normally spent traveling to her normal work location, will be considered as travel time within the meaning of this Article.

**23.03** Where an employee is required by the Company to travel to another work location within the same headquarters on a permanent basis, she shall be paid the portion of time spent traveling outside of her tour of duty in accordance with the provisions of Section 30.02 during a period of 30 days immediately following the change of work location.

**23.04** Travel time shall include unavoidable stopover time between connections and shall be paid for on a straight time basis.

### **Transportation Expenses**

**23.05** The Company shall pay the necessary transportation expenses incurred on the job.

**23.06** Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses to and from the locality in which she is required to work.

**23.07** Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses once every week to and from her headquarters, provided her absence will not interfere with the job.

### **Board and Lodging**

**23.08** Where an employee is required to work outside her headquarters and to remain away from home overnight, she shall be paid approved board and lodging expense.

**23.09** An employee, who takes sick or meets with an accident while receiving board and lodging from the Company, may be returned to her headquarters at the expense of the Company.

## **ARTICLE 24 JOB POSTING PROCEDURES**

**24.01** A job opening is defined as any addition or replacement of a position which is expected to last more than 12 months.

**24.02** When an opening exists, the company shall post notice of the job opening for 5 working days. Employees must apply for the opening within the same 5 working days following the posting instruction.

**24.03** A posting will be done for every job opening. If there is more than one opening in the same location, the number of openings will be identified on the job posting

**24.04** The job posting will be sent to all employees via e-mail and will identify the scope of the position and qualifications required as well as the work location, effective date and to whom the successful candidate will report.

**24.05** The following parameters are recognized by both parties:

- a) The qualifications required for the position must be met.
- b) The employee must be able to perform all aspects of the job with no more than 21 working days of familiarization.
- c) The successful candidate for a job posting will be the most senior employee meeting the qualifications for the posted position.
- d) The Company will make all reasonable effort to complete the selection process within two (2) weeks following the end of the posting period, including advising the successful candidate and any other applicant.
- e) The Company will communicate to the Union names of all applicants, their seniority date and the name of the successful candidate.

## **ARTICLE 25**

### **SICKNESS ABSENCE**

Absence due to sickness or Quarantine Prior to the Eighth full Calendar Day of Absence

**25.01a)** A regular employee having six (6) months or more net credited service and having successfully completed her probationary period, who is absent on account of sickness or quarantine, shall be paid for the full continuous absence prior to the eighth full calendar day of such absence.

**b)** An employee is not entitled to any pay or other benefit provided under this Article for any day in which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement

**c)** Upon the eighth full calendar day of an absence covered under Section 28.01, such an absence shall be treated in accordance with applicable Company policies currently in effect, or as amended from time to time following notification to the association. For purpose of determining the eight full calendar day of absence, any return to work shall interrupt the continuity of an absence.

**d)** Any absence covered by article 25.01a) will be administered as per the Company new policy on Absenteeism

## ARTICLE 26

### ABSENCE DUE TO FAMILY EMERGENCIES

**26.05** 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.

**26.06** In recognition that employees sometimes face personal situations beyond their control, such as a serious illness in their immediate family, the Company allows for unpaid leave of up to thirty (30) days for such purposes, with the appropriate approvals, while protecting the employee's job for their return to work. In exceptional situations, where individual circumstances warrant, such an unpaid leave, with job protection, can be for a period of more than thirty (30) days, with the required approval

## 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 Officer 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 Senior Vice President, Human Resources or his/her designate, 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.

## **ARTICLE 28**

### **BULLETIN BOARDS**

**28.01** The Company will provide a SharePoint link for use by the Union for posting notices with respect to Union activities.

**28.02** The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities. The company agrees to provide access to the existing systems used for communication with the employees for the purpose of conducting daily operations.

**28.03** The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company, or, will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted.

**28.04** The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company, or, will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted.

## **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 for the necessary absence from duty.

**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 a night tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's tour to a day tour of duty 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 validly 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 or by the end of April of the following year.

**29.05** When a day scheduled for compensating time off 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 compensating time off after the completion of his Court duties.

## **ARTICLE 30**

### **BEREAVEMENT LEAVE**

**30.01** An employee shall be granted, in the event of the death of his spouse, common-law spouse, same sex partner, son, daughter, mother or father bereavement leave of up to five (5) calendar days with pay from her scheduled tours of duty that occur during the five (5) calendar days immediately following the day of death.

**30.02** An employee shall be granted bereavement leave of up to three (3) days with pay from his scheduled tours of duty that occur during the five (5) calendar days immediately following the day of death, in the event of the death of:

- his brother, his sister
- his father-in-law-, his mother-in-law, the spouse or common-law spouse of his father-in-law or mother-in-law
- the father or mother of his common-law spouse or same sex partner
- a dependent or other relative residing in the same permanent residence as does the employee
- His grandparent or grandchild.
- the child of her spouse or common-law partner

**30.03** An employee shall be granted bereavement leave one (1) day with pay from his scheduled tours of duty that occur during the five (5) calendar days immediately following the day of death, in the event of the death of his brother in-law or sister in- law.

**30.04** The Company may extend the periods of bereavement leave provided for in sections 30.01 and 30.02 to a maximum of five (5) calendar days with pay from his scheduled tours of duty that occur during the seven (7) calendar days immediately following the day of death, when it is necessary for the employee to leave the city in which he is employed.

**30.05** An employee who would normally be granted a leave as outlined in that article and who is on vacation at the time of the bereavement, shall have the vacation days, equivalent to the duration of the bereavement leave, rescheduled at a time mutually agreed to by both parties.

## ARTICLE 31

### LEAVE FOR EMPLOYEE WITH CHILD CARE RESPONSIBILITIES

**31.01** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company policies currently in effect, or as amended from time to time following consultation with the Association.

**31.02** In addition, a regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company policy, shall receive a Supplemental Pregnancy Allowance in accordance with these same policies.

## ARTICLE 32

### WORKFORCE DIVERSITY

**32.01** (a) The Company and the Association recognize the need to achieve equality in the workplace so that all employees are treated fairly and are provided the opportunity to achieve their full potential.

(b) This means that, for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, the implementation of special measures and the accommodation of differences to correct conditions of disadvantage in employment may be required. In a similar vein, the Company and the Association recognize the need for greater awareness and acceptance of the diversity of the workforce

## ARTICLE 33

### 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 one (1).

**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.

## **ARTICLE 34**

### **DURATION**

**34.01** This Agreement shall become effective on the date of signing except as otherwise provided and, shall remain in full force and effect up to and including May 6, 2021.

**34.02** Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

**34.03** Notice shall be sufficient with respect to the Union if addressed to UNIFOR, 205 Placer Court, North York, Ontario, M2H 3H9, and with respect to the Company if addressed to the Senior Vice President, Human Resources or his/her designate, 4175 14<sup>th</sup> Avenue, Suite 300, Markham, Ontario, L3R 0J2.

### **WITNESS CLAUSE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in the province of Ontario this June 15, 2018.

#### **UNIFOR**

\_\_\_\_\_  
Robin Dudley  
National Representative, UNIFOR

\_\_\_\_\_  
George Grutca

\_\_\_\_\_  
Marianna Gagula

#### **BGIS O&M Solutions Inc.**

\_\_\_\_\_  
Senior Vice President, Human Resources

\_\_\_\_\_  
Jocelyne Sasseville

\_\_\_\_\_  
Helen Reeve

**ATTACHEMENT**

**ATTACHEMENT A**  
**LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS**

Wage Band 6  
Wage Band 7  
Wage Band 8  
Wage Band 9

- Bid Coordinator
- Contract and Insurance Associate
- Procurement Control Assistant
- Project Coordinator
- Regional Administrative Support

**ATTACHEMENT B**  
**LIST OF LOCALITIES**

**Ontario**

Toronto - Mississauga

London

Ottawa

**ATTACHEMENT C  
SALARY SCALES**

	<b>07-May-18</b>	<b>07-May-19</b>	<b>06-May-20</b>
	<b>2.25%</b>	<b>2.25%</b>	<b>2.25%</b>
	<b>Grade 6</b>	<b>Grade 6</b>	<b>Grade 6</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
1	\$ 14.14	\$ 14.46	\$ 14.78
2	\$ 15.35	\$ 15.70	\$ 16.05
3	\$ 16.56	\$ 16.93	\$ 17.31
4	\$ 17.77	\$ 18.17	\$ 18.58
5	\$ 18.99	\$ 19.42	\$ 19.85
6	\$ 20.19	\$ 20.64	\$ 21.11
7	\$ 21.40	\$ 21.88	\$ 22.37
8	\$ 22.62	\$ 23.13	\$ 23.65
9	\$ 23.82	\$ 24.36	\$ 24.90
10	\$ 24.88	\$ 25.44	\$ 26.01

	<b>Grade 7</b>	<b>Grade 7</b>	<b>Grade 7</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
1	\$ 15.16	\$ 15.50	\$ 15.85
2	\$ 15.72	\$ 16.07	\$ 16.44
3	\$ 17.01	\$ 17.39	\$ 17.78
4	\$ 18.12	\$ 18.53	\$ 18.94
5	\$ 19.43	\$ 19.87	\$ 20.31
6	\$ 20.63	\$ 21.09	\$ 21.57
7	\$ 22.09	\$ 22.59	\$ 23.10
8	\$ 23.75	\$ 24.28	\$ 24.83
9	\$ 25.41	\$ 25.98	\$ 26.57
10	\$ 27.66	\$ 28.28	\$ 28.92

Step	Grade 8	Grade 8	Grade 8
	Hourly	Hourly	Hourly
1	\$ 15.59	\$ 15.94	\$ 16.30
2	\$ 17.32	\$ 17.71	\$ 18.11
3	\$ 18.75	\$ 19.17	\$ 19.60
4	\$ 20.05	\$ 20.50	\$ 20.96
5	\$ 21.48	\$ 21.96	\$ 22.46
6	\$ 22.70	\$ 23.21	\$ 23.73
7	\$ 24.16	\$ 24.70	\$ 25.26
8	\$ 25.76	\$ 26.34	\$ 26.93
9	\$ 27.56	\$ 28.18	\$ 28.81
10	\$ 30.02	\$ 30.70	\$ 31.39

Step	Grade 9	Grade 9	Grade 9
	Hourly	Hourly	Hourly
1	\$ 16.50	\$ 16.87	\$ 17.25
2	\$ 18.33	\$ 18.74	\$ 19.16
3	\$ 19.69	\$ 20.13	\$ 20.59
4	\$ 20.87	\$ 21.34	\$ 21.82
5	\$ 22.17	\$ 22.67	\$ 23.18
6	\$ 23.38	\$ 23.91	\$ 24.44
7	\$ 24.79	\$ 25.35	\$ 25.92
8	\$ 26.59	\$ 27.19	\$ 27.80
9	\$ 28.43	\$ 29.07	\$ 29.72
10	\$ 30.84	\$ 31.53	\$ 32.24
11	\$ 32.40	\$ 33.13	\$ 33.87

**ATTACHEMENT D**  
**LAY OFF ALLOWANCE PLAN**

A Regular Employee who is laid-off shall be granted lay-off allowance under the Lay-Off Allowance Plan, as follows:

A Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Net Credited Service on Date of Lay-Off	Lay Off Allowance Entitlement
Less than 1 year	0
1 year but less than 2 years	3 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

Three weeks additional pay for each full year of service in excess of 15 years of net credited service to a maximum of 52 weeks.

1. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect as of the date of lay-off and made on a biweekly basis.

2. a) The Lay-Off Allowance Plan becomes operative at the time the employee applies for and qualifies for Employment Insurance benefits and upon receipt of proof that he receives such benefits.

b) Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay on the date of the lay-off in the case of a Regular Full-Time Employee, and equivalent to 90% of the average basic rate of pay in the four pay periods preceding lay-off in the case of a Regular Part-Time Employee, less Employment Insurance benefits entitlement and less any earnings from other employment.

3. Lay-off allowance will cease as follows:
  - a) When lay-off allowance entitlement is used up.
  - b) When the employee fails to report for work after recall,
  - c) When the employee reports for work subsequent to recall.
  - d) When the employee has not been recalled to work within 52 weeks of the date of lay-off as set out in paragraph 5 of the Recall Procedures section of this memorandum.
  - e) When the employee obtains other employment which disentitles or disqualifies the employee from Employment Insurance benefits.
  - f) When the employee obtains other employment which disentitles or disqualifies the employee from Employment Insurance benefits.
  - g) If the employee resigns.
4. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to paragraph 1 above based on his overall net credited service after deducting the amount he received from his previous lay-off.

### **Benefits Coverage**

1. The Company agrees to treat the first 30 calendar days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
  - (a) Credit for service
  - (b) Participation, without payment of premium in the:
    - (i) Comprehensive Medical Expense Plan
    - (ii) Vision Care Plan
    - (iii) Dental Plan
  - (c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off

### **Recall Procedures**

1. (a) Laid-off employees shall be listed on a recall list by department. Except for the employee from Montreal or Toronto where the employee is lay-off within the same locality where all department operations has been terminated or where we know that will terminate on the year following the lay-off, the employee may, at the lay-off date, identify his name on recall list for one (1) other locality where the territory is served by the department.



(b) When a vacancy becomes available within the department and recall is warranted, eligible employees shall be recalled inverse order of lay-off (by seniority, where two (2) or more employees have the same date of lay-off) provided they are immediately able to perform the work available. If there are no employees on the recall list who are immediately able to perform the work available, the same process will be followed for the recall of eligible employees provided they are qualified to perform the work available. When an employee accepts a recall to work, he shall immediately be paid the basic rate of pay for that job. When

An employee accept a recall to another locality, different than the one when he was lay-off, he will not be eligible to the time and traveling expenses as per Article 23 of the collective agreement.

2. 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 to advise the Company within 10 days of the date of recall as to his acceptance.
3. The Company may assume that failure on the part of any laid-off employee to notify the Company within 10 calendar days concerning his acceptance of an offer of recall, or to report for duty within 15 calendar days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
4. The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.
5. (a) A laid-off employee who has not been recalled to work within 52 weeks of the date of lay-off shall be deemed to be terminated from the employ of the company.

(b) In the determination of the period of lay-off in paragraph 5 (a) above, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that a recalled employee, until he has completed 52 weeks of continuous service after the date of return to work, is subject to direct lay-off and shall not have access to a transition package, career transition services or the Displacement Procedure as described in this memorandum.

**MEMORANDUM OF AGREEMENT**

**EQUITY**

Memorandum of Agreement #1  
between:  
BGIS O&M Solutions Inc.  
and  
UNIFOR

The Company and the Association hereto agree to review the results of the initiative undertaken to comply with the Pay Equity Act in the Province of Quebec and conducted using the agreed-upon job evaluation system and process.

Following such analysis the parties will discuss appropriate courses of action to ensure their obligations under the Pay Equity legislation in both Quebec and Ontario are being fulfilled, including ensuring ongoing compliance going forward.

In addition, the parties agree that the Company will maintain a standing Job Evaluation Committee to review and evaluate new bargaining unit jobs and existing jobs as they change and evolve.

**UNIFOR**

\_\_\_\_\_  
Robin Dudley  
National Representative, UNIFOR

\_\_\_\_\_  
George Grutca

\_\_\_\_\_  
Marianna Gagula

**BGIS O&M Solutions Inc.**

\_\_\_\_\_  
Ron Shory  
Senior Vice President, Human Resources

\_\_\_\_\_  
Jocelyne Sasseville

\_\_\_\_\_  
Helen Reeve

## Memorandum of Agreement #2

### MODIFIED WORKING SCHEDULE

It is the intent of both parties to balance an employee's personal obligations with the needs of the Company. The Company is providing an optional alternative work schedule that will allow employees to bank accumulated work time and schedule time off during specific periods during the year as described below:

All full-time employees that are members of the bargaining unit are eligible to opt into this program on an annual basis. For those employees that choose to participate in this program, the following rules will apply:

1. The regular numbers of hours worked during a week is 37.5 hours.
2. Employees shall be paid for 36.5 hours per week with 1 hour to be accumulated as banked time per week.
3. Employees shall be allowed to take banked hours at a minimum of 1 full day (7.5 hours) increments to a maximum of two (2) full consecutive days (15 hours) increments at any given time. Banked hours shall be taken in increments of no less than one (1) full day (7.5 hours) at a time and shall not be used in conjunction with vacation days.
4. Banked time can only be taken after the time has been accrued and is subject to management approval. In the event that more than one employee requests the same date and at the same time, priority shall be given by seniority.
5. The maximum number of days that an employee may use per calendar year shall be 6. Remaining hours at the end of the calendar year shall be either added to the employee's existing banked time subject to the maximums referenced per Article 19.08 of the Collective Agreement (i.e. 15 hours), or paid by the Company at year-end.
6. Banked time must be taken within the same Calendar year as it is accrued.
7. Employees have the option to participate in this modified working schedule once per year and must notify the Company of their intent to participate by December 10<sup>th</sup> of the previous year. If the employee does not notify the Company, there will be no change to the employee's current program status.

The program shall be effective July 1<sup>st</sup>, 2018. For the 1<sup>st</sup> year of implementation, Year 1 (July 1<sup>st</sup> through December 31<sup>st</sup>, 2018), the maximum number of days banked shall be three (3) with the remaining to be banked or paid at December 31<sup>st</sup>, 2018 per the rules above.

**UNIFOR**

\_\_\_\_\_  
Robin Dudley  
National Representative, UNIFOR

\_\_\_\_\_  
George Grutca

\_\_\_\_\_  
Marianna Gagula

**BGIS O&M Solutions Inc.**

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Ron Shory  
Senior Vice President, Human Resources

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Jocelyne Sasseville

\_\_\_\_\_  
Helen Reeve

**INVOLUNTARY SEPARATION OFFER OF CLERICAL EMPLOYEES MEMBER OF UNIFOR**

Memorandum of Agreement #3  
between:  
BGIS O&M Solutions Inc.  
and  
UNIFOR

**Admissibility**

All regular full time employees of O&M Solutions with a minimum of one year completed service at the implementation of the offer.

To the company's request, if there is a need to implement an offer for departure, the offer will be made to all admissible employees.

**Amounts offered will be as follow;**

2 weeks of base salary per year of service with a minimum of 3 months and a maximum of 52 weeks of base salary.

Date of departure will be determined by the Employer but within the calendar year of the announcement of the offer of departure.

The employer will communicate to all employees as described above indicating the conditions and procedures.

The employees will have 30 calendar days following the communication to indicate their interest to the company

If there are more employees interested then the number of required departures, the company will proceed by seniority, the most senior having priority

The employee will have to sign a release document before the amount is deposited in his bank account.

**UNIFOR**

**BGIS O&M Solutions Inc.**

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Robin Dudley  
National representative -  
UNIFOR

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Ron Shory  
Senior Vice President,  
Human Resources

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George Grutca –UNIFOR

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Jocelyne Sasseville

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Marianna Gagula

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Helen Reeve

**LETTER OF INTENT**

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

### **Letter of Intent #1: Financial Counseling and Retirement Planning**

Dear Mr. Dudley:

This is to confirm our understanding reached during negotiations related to employee access to financial counseling and retirement planning support.

The Company recognizes that employees can benefit from professional counseling on personal finances, as well as retirement planning, including both financial and non-financial considerations.

As a result, we are pleased to confirm that employees experiencing personal financial challenges can obtain confidential counseling through our Employee Assistance Program (EAP) provider, currently LifeWorks. Confidential referral services are available 24 hours a day, seven days a week, toll-free at 1-877-207-8833 (English) or 1-877-307-1080 (French).

Our EAP provider also provides comprehensive retirement counseling on an individual basis (see contact information above). In addition, group lunch-and-learn sessions in the workplace can be organized when there is sufficient demand.

Employees who participate in the BGIS retirement plan are invited to seek investment planning advice from our service provider, Manulife, at toll-free number 1-800-242-1704.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources



June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #2: Employee Development**

Dear Mr. Dudley:

This is to confirm the understanding reached during negotiations related to the professional and personal development and the career planning of employees.

The Company recognizes that a highly skilled, multi-tasked and confident workforce will create a sustained competitive advantage. We recognize that both managers and employees share accountability for employee growth and development by using the processes and tools the Company provides for this purpose.

The Company is committed to providing the environment, best-in-class tools, and support needed to facilitate employee development and growth aligned to evolving business needs. Specifically, we are committed to maintain the Talent Management program. This includes access to our on-line Team Member Development Guide, offering a diverse suite of development options, including on-job development, training courses, self-directed learning through recommended reading and videos, and access to our Educational Assistance Program to financially support continuing education.

In addition, in order to assist employees in making optimal use of the Team Member Development Guide, we will conduct on an as needed basis, employee information sessions to assist employees and their managers in developing meaningful and actionable development plans.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #3: Evolving to a Bilingual Workforce**

Dear Mr. Dudley

During our negotiations, we outlined our intent to continue to include bilingualism attributes in our hiring practices as we evolve to a bilingual workforce.

The Company recognizes that we have several employees who already have bilingual skills and who make a significant contribution to the image of the company as we promote our ability to conduct business in both official languages.

In summary, we recognize the competitive advantage that bilingualism provides the Company and, as a result, we are determined to increase the number of bilingual employees.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #4: Paid education leave**

The company agrees to pay into a special fund three cent (3¢) per hour per employee for all hours paid, for the purpose of providing paid education leave (P.E.L.). This paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the Company to the Secretary Treasurer, UNIFOR

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave to absence without pay for twenty (20) days of class time, plus travel time where necessary, in any twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue NCS and benefits during such leave.

Leaves of absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave. The Company will ensure that employees are not prevented from taking such leaves of absence on an ongoing basis due to the unavailability of qualified replacements.

The union will, on an annual basis, provide the Company with an audited report of P.E.L. trust fund disbursement of monies received from the Company.

Sincerely,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #5: On Call Premium**

Dear Mr. Dudley

As agreed during negotiations, the company agrees to compensate any Regular employees required to be available outside their normal tour of duty with an On Call Premium. Such premiums will be paid at a rate of \$10.00 per day effective with the signing of this Collective Agreement.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #6: Benefits**

Dear Mr. Dudley

**Vision care**

The company will reimburse cost of vision care for the employee and their dependants to \$250.00 for a two (2) year period. Reimbursement of an eye exam every two years for \$50.00.

**Dental care**

Reimbursement for dental care will be based on the Dental fee Guide to reflect 2016 for 2018, 2017 for 2019 and 2018 for 2020.

**Orthodontic**

Expenses for orthodontic coverage will be subject to a lifetime maximum of \$2,000.00 reimbursed at 50% co-insurance and available to eligible dependents less than eighteen (18) years of age.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #7: Job evaluation process**

Dear Mr. Dudley

This letter confirms that the Company will guarantee the WB for all actual employees employed at the date of ratification (grandfathered) and for the duration of the collective agreement 2018 - 2021.

For clarity, those positions are:

- Project Coordinator
- Procurement Control assistant
- Regional Administrative support

All other positions are not covered by this agreement.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #8: Salary increase (Step increase)**

Dear Mr. Dudley

This letter confirms that the Company has put a system into place that will allow for the step increases to be applied no later than the first pay period following the effective date of increase.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #9: Benefit coverage**

Dear Mr. Dudley

Following the discussions during the negotiation, the Company has agreed to provide information on the cost of additional coverage that will be identified by the union. Should the Union agree to the cost of such additional coverage, the company will get the coverage and will charge the cost of the premium to the group of employees.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources



June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent # 10: Labour management**

Dear Mr. Dudley

This letter confirms our agreement reached during our negotiations that the Company and Union representatives will meet to discuss issues that may arise during the course of the collective agreement. Discussions at those meetings will include any Labor relation issues.

These meetings will be held in each respective province twice yearly.

If meeting with both groups are required, meetings will be conducted via conference call.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent # 11: Printing of the Collective Agreement**

Dear Mr. Dudley

This is to confirm our discussion during bargaining in which we agreed that the Collective Agreement will be posted in searchable pdf format on the Company's intranet or portal site within six (6) weeks following the signing of the agreement.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #12: Teleworking**

Dear Mr. Dudley

This is to confirm the understanding reached during negotiations related to the ability of the Clerical employees to engage in teleworking on an exceptions basis and subject to Management approval.

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #13: Quarterly Reporting**

Dear Mr. Dudley

The Company agrees to provide the employee upon request, a quarterly report which summarizes the following information:

- i. Banked Hours
- ii. Vacation Available
- iii. Floating Days Available

Yours truly,

Ron Shory  
Senior Vice President, Human Resources

June 15th, 2018

Mr. Robin Dudley  
National Representative, UNIFOR

**Letter of Intent #14: Social Justice Fund**

The Company agrees to contribute \$200.00 once annually to the Unifor Social Justice Fund payable by March 31<sup>st</sup>. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non- governmental relief and development organizations. The monies shall be paid on June 1st of each year into the fund established by its Board of Directors and sent by the Company to the following address:

Unifor Social Justice Fund 205 Placer Court  
Toronto, Ontario  
M2H 3H9

Sincerely,

Ron Shory  
Senior Vice President, Human Resources