

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNIFOR**

**AND**

**EXPERTECH NETWORK INSTALLATION**

**CLERICAL AND  
ASSOCIATED EMPLOYEES**

**EFFECTIVE DECEMBER 4, 2014**



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## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
	Preamble	1
1	Recognition and Scope	2
2	Discrimination	2
3	Deduction of Regular Dues	2
4	Union Representation	3
5	Time Allowance	4
6	Expenses	5
8	Management Rights	6
9	Definitions	6
10	Seniority	8
11	Force Adjustment	9
12	Safety and Health	10
13	Disciplinary and Non-Disciplinary Actions	11
14	Grievances	12
15	Arbitration	15
16	Technical Change	17
17	Wage Administration	17
18	Hours of Work	18
19	Overtime	22
20	Holidays	24
21	Annual Vacation	27
22	Transfers	31
23	Travel Time and Expenses	32
24	Job Posting	34
25	Sickness Absence and Benefits	39
26	Miscellaneous Working Conditions	40
27	Employee and Union Information	40
30	Witness and Jury Duty	40
31	Bereavement Leave	41
32	Leave of Employees with Child Care Responsibilities	42
33	Employment Equity	44
34	Bargaining Procedure	45
35	Duration	45
	Witness Clause	46

	<b>Page</b>
<b>Appendix</b>	
<b>A</b> List of Clerical and Associated Occupations	47
<b>B</b> List of Localities	48
<b>C</b> Salary Groups – Weekly and Hourly Basic Rate of Pay	49
<b>D</b> Student Employee Working Conditions	52

	<b>Page</b>
<b>Attachments</b>	
<b>A</b> Lay Off Allowance Plan	53
<b>B</b> Supplemental Allowance Plan	57

	<b>Page</b>
<b>Memorandum of Agreement</b>	
Visual Display Terminal	63
Alternate Work Week Options	66
Voluntary Programs of Reduced Hours	73
Workforce Adjustment Program	76
Seniority-Tie Breaker	79
Joint Appeal Committee (Job Titles)	80
Out Of Country Assignments	81
Job Posting Procedure, Administrative Procedure	84
Joint Union Management Meetings	85
Workforce Diversity Project	86
Potential Sale Of Business Involving the Transfer of Clerical and Associated Employees	91
Changes to Article 25 Sickness Absence and Benefits	92

	<b>Page</b>
<b>Letters of Intent</b>	
Utilization of External Human Resources	95
Workforce Diversity	96
Job Posting Procedures	98
Joint Review Committee (Job Posting Process)	99
Benefit Plans	101
Pension	102
Appropriate and Safe Return to Work	103
Changes to Company Policy	104
Seasonal Leave with Income Averaging	105

	<b>Page</b>
<b>Historical</b>	
Pension (Former Nortel Employees)	107

## COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 4<sup>th</sup> day of December, 2014 BETWEEN:  
UNIFOR, the duly certified bargaining agent, hereinafter referred to as the "Union",  
OF THE FIRST PART:  
and

EXPERTECH NETWORK INSTALLATION INC., hereinafter called the "Company",  
OF THE SECOND PART.

WHEREAS, by notice dated the 10<sup>th</sup> day of September, 2014 the Union requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 28<sup>th</sup> day of April, 2011:

- (a) To establish the rates of pay, hours of work and other working conditions for such of the employees as are employed in any of the occupations listed in Appendix A,
- (b) To establish a procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement; and

WHEREAS, in pursuance of the above request, negotiations between the parties in good faith have resulted in this Collective Agreement;

NOW THEREFORE, this Agreement witnesseth that the parties hereto agree as follows:

**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 Expertech Network Installation Inc. in Canada engaged in clerical and related work, including employees temporarily assigned outside Canada, covered by the certification order of the Canadian Labour Relations Board, dated July 5<sup>th</sup>, 2002.

**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, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, political affiliation with a legitimate political party, conviction for which a pardon has been granted 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, or required to tolerate being subjected to, any form of harassment while at work.
- 2.04** Use in this Agreement of the feminine or masculine gender shall be construed as including both female and male employees, and not as specific sex designations.

**ARTICLE 3**  
**DEDUCTIONS OF REGULAR DUES**

- 3.01** Subject to the provisions of this Article, the Company will, in each pay period, deduct an amount equivalent to the regular Union dues from the pay of all employees in the bargaining unit.
- 3.02** Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

- 3.03** The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Union, with the exception of employees who are assigned to an acting or temporary management position.
- 3.04** The amount of regular Union dues shall be such amount as may from time to time be certified to the Company, for each local in a form approved by the Company, by the Secretary Treasurer of the National Union.
- 3.05** Regular Union dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.
- 3.06** As soon as possible after the end of each month, the Company will remit to the Secretary Treasurer of the National Union, 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.
- 3.07** The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

### **Humanity Fund**

- 3.08** (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 3.09, this amount shall not be deducted.
- (b) This deduction from pay will be processed on a monthly basis and will be remitted to the account of the registered charitable organization designated as the Unifor Humanity Fund, as soon as possible after the end of each month.
- 3.09** Where an employee objects to the above-mentioned deduction, she shall notify in writing the appropriate Vice-President of the Unifor. The Union shall then inform in writing Human Resources, 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.

## **ARTICLE 4 UNION REPRESENTATION**

- 4.01** The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards, shall not exceed ten (10), with no more than three (3) union representatives at any one work location.

- (a) The Union agrees to notify the Company in writing of the name of each Representative and of the work location(s) in which she acts as a Representative.
- (b) A Representative shall not act as such during working time until the Company has been notified in writing of her election

**4.02** Before changing the status of any Representative who is to continue in the Company's employ, so as to render her ineligible to represent her voting unit, such Representative shall be allowed reasonable time to transfer her duties as a Representative to her successor.

## **ARTICLE 5 TIME ALLOWANCE**

**5.01** The Company agrees that:

- a) An employee who has, or believes she has a grievance may confer with her Steward or with management during her 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 must arrange with her immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.
- b) A Representative may discuss a grievance with a grievor or with management, or attend meetings with representatives of the Company on behalf of the Union, during her 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 the Representative must arrange with her immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.
- c) A Union Representative will be allowed to meet with newly hired employees for 15 minutes at a location mutually agreed by the Company and the Union. Time spent by the Union Representative shall be paid for by the Company while all expenses incurred by the Union Representative in attending such a meeting will be the responsibility of the Union.

**5.02** (a) A Representative of the Union may attend pre-bargaining meetings held by the Union to prepare for bargaining with the Company, 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, up to a maximum of five (5) days from her regularly scheduled tours of duty, provided that the Company is given the name



of the Representative at least two (2) weeks before the date the time off is to begin.

- (b) It is agreed that the total of all such pre-bargaining time off for all Representatives calculated together shall not exceed 20 days.

**5.03** An authorized bargaining Representative of the Union may have time off from work during her scheduled working hours for purposes of bargaining, 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 that such time is actually devoted to collective bargaining with management, but only until the expiry date of this Collective Agreement.

**5.04** (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Union during scheduled working hours, provided that each Representative must arrange with her immediate supervisor, subject to service requirements, for all time off the job, not to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay; however

- (b) The Company will pay the Representative, on behalf of the Union, at her basic rate of pay for all time off without pay to attend to other business of the Union. Any amount so paid by the Company will be billed to the Union, which shall remit that amount to the Company within 30 days of receipt of the bill;

- (c) Requests for time off without pay to attend to other business of the Union, in excess of five (5) days, must be submitted to the Representative's immediate supervisor at least 21 days prior to the date requested for the commencement of the time off without pay.

**5.05** The employee, Local Officers, Chief Stewards and Stewards must arrange in advance with her immediate Manager, subject to service requirements, for all time off the job pursuant to the application of Article 5. The granting of this request will not be unreasonably withheld.

**5.06** The request for time off the job pursuant to this Article shall be made in accordance with the process and form required by the Company.

## **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 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 its clients, 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 in Expertech Network Installation Inc., to do clerical and related work including 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) is employed as an occasional employee, or
  - (3) exercises management functions.
- (b) “Regular Employee” means an employee whose employment is reasonably expected to continue longer than one (1) year, although such employment may be terminated earlier by action on the part of the Company or the employee.
- (c) “Regular Term Employee” means an employee engaged for a specific project or a limited period, which is expected to continue for more than 12 months but may terminate upon completion of the project or at the end of the period. However, the Company may terminate her employment earlier than the completion of the project or the end of the limited period.
- (d) “Temporary Employee” means an employee who is engaged on the understanding that the period of employment is expected to continue for more

than three (3) weeks but not more than two (2) years.

A Temporary Employee, upon accumulating 24 months of time worked, shall be reclassified to Regular Part Time status in the same job title and work location. The job posting process will not be used to reclassify these employees.

“Time worked” means any period during which a Temporary Part-Time employee is performing work, on a continuous basis. For any such period of time worked during a week or portion of a week, the employee shall be credited one calendar week of time worked.

- (e) “Full-Time Employee” means a Regular employee who is normally required to work the basic hours of work.
- (f) “Part-Time Employee” means an employee who is normally required to work less than the basic hours of work. A Regular Part-Time employee will be scheduled to work a minimum of three days per week at a minimum of 7 hours per day, unless mutually agreed otherwise.

A Temporary Part-Time employee will be scheduled to work a minimum of two days per week at a minimum of 7 hours per day, unless mutually agreed otherwise.

- (g) “Occasional Employee” means an employee who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year, of which no more than three (3) weeks may be worked consecutively.
- (h) “Student Employee” means an employee who is a student, and who is engaged on the understanding that her scheduled hours will normally not exceed 5 days per week, at 7 hours per day, for a maximum period of 4 continuous months. However, a student employee may work to a maximum of 15 hours per week in the remaining 8 months of that calendar year. This employee is subject to the working conditions in Appendix D.

- (i) “Probationary Employee”

An employee shall be a probationary employee until she has completed 910 hours of work or until she has been continuously employed by the Company for nine (9) months, whichever comes first. For purposes of clarity, “hours of work” that will be counted towards completing the probationary period includes all active working hours, and shall exclude any time absent from work, including but not limited to vacation, sick time and leaves of absence.

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. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

The Company agrees to give the employee and her Steward a copy of the notice of termination, which shall contain the reasons why, in the opinion of the Company, the employee is found to be unsuitable.

- (j) "Basic Hours of Work" means the basic hours of work per day and the basic days of work per week as provided in Article 18 for full-time employees.
- (k) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.
- (l) "Tour of Duty" means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.
- (m) "Half Tour" means one-half the duration of a tour of duty.
- (n) "Day Period" means the period of time between 6:00 A.M. and 6:00 P.M. on any day.
- (o) "Off-Normal Period" means the period of time between 6:00 P.M. of one day and 6:00 A.M. of the following day.
- (p) "Day Tour" means a tour of duty all of which falls within the Day Period.
- (q) "Off-Normal Tour" means a tour of duty all or a portion of which falls within the Off-Normal Period.
- (r) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Company.
- (s) "Locality" means a location listed in Appendix B and is where 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** The Company agrees to advise the Stewards concerned where an employee is hired, retired on pension, permanently transferred, temporarily transferred, or assigned to a job location, for five days or more, reclassified, re-assigned, or promoted to a management position. Such advice as well as the employment status of the employee, her occupation and work location will be given to the Stewards in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the Stewards concerned of an employee's death, resignation or leave of absence for a period exceeding 30 days.
- 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 each department, and their localities. One copy of such list will be sent to the local Union office.

## **ARTICLE 11**

### **FORCE ADJUSTMENT**

- 11.01** When any condition arises which reduces the workload to the extent that, in the Company's opinion, force adjustment is warranted, the following shall apply:
- (a) If the contemplated adjustment to the force would involve the layoff of 10 or more regular employees from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, layoffs, or a combination of the two shall be put into effect.
  - (b) If the contemplated adjustment to the work force is less extensive than that described in subsection 11.01 (a), the Company shall not resort to layoff of regular employees or part timing of regular full-time employees, except with the agreement of the Union.
- 11.02** In the event that an agreement as to a plan cannot be reached under subsection 11.01 (a) within a period of 30 days after the matter has been submitted to the Union, the Company may proceed on a plan of layoff to the extent it deems necessary.
- 11.03** It is expressly understood, however, that if the Company proceeds on a plan of layoff 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 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.

**11.04** The Company shall not initiate lay-off or retain employees on lay-off when:

- (a) a contractor is doing bargaining unit work, or
- (b) a student, term or temporary employee(s) is working

at a locality where the affected employee(s) at that locality is qualified to perform the work. This provision shall not apply when the laid off employee(s) refuses such work.

## **ARTICLE 12**

### **SAFETY AND HEALTH**

**12.01** Both parties to this Agreement acknowledge their common concern for maintaining a safe and healthy working environment.

**12.02** The Company accepts the responsibility of making adequate and reasonable provisions for the safety and health of employees during their working hours. The Company will welcome suggestions by the Union regarding the safety and health of employees.

**12.03** It is the employee's responsibility, subject to Company regulations and practices, to take all reasonable and necessary measures to ensure her safety; no employee is required to work in dangerous conditions or to use dangerous equipment.

**12.04** The Company agrees to ensure that all employees have the necessary equipment and training to adequately meet the ergonomic guidelines as recommended by the Safety and Health Committees.

**12.05** Where an employee is required by the Company to wear safety shoes, the Company agrees to pay the cost of safety shoes or protective toecaps. The requirement for an employee to wear safety shoes must first be approved by the Corporate Health and Safety Committee, on an individual basis. The Corporate Health and Safety Committee will authorize payment, up to a maximum of \$95.00 per employee every two calendar years.

### **Safety and Health Committees**

**12.06** (a) The Corporate Safety and Health Committee is composed of the Unifor Director - Occupational Safety and Health and one (1) representative of the Company.

- (b) The Corporate Safety and Health Committee will be responsible for establishing its own rules and procedures, as well as the rules and procedures of the Local Safety and Health Committees, their scope of responsibility, frequency of meetings and any other similar matter.

- 12.07** The Local Safety and Health Committees are composed in equal numbers of employees and managers of the Company.
- 12.08** Except for the number of Committees and the frequency of meetings, the rules for both the Corporate Safety and Health Committee and the Local Safety and Health Committees, as referred to in subsection 12.06 (b) shall mean the powers and obligations of joint Safety and Health Committees found in Part II of the Canada Labour Code.
- 12.09** It is clearly understood that relevant health and safety issues, which have implications that transcend local concerns, will be referred to the Corporate Safety and Health Committee together with any documentation dealing with these issues.

### **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 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 invited by the Manager to attend is not scheduled to work at the time the meeting is to be held she 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 as soon after as possible.
- 13.03** The Company agrees to provide the employee and her 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 she feels was imposed without just cause.
- 13.05** 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.
- 13.06** An employee shall have the right to inspect her disciplinary record annually after making suitable arrangements with her Manager. The employee and/or her 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 second step if so requested by the Union.

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

**13.08** 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**

**13.09** The employee shall be advised, in general terms (for example: misappropriation, conflict of interest, breach of trust, etceteras) the nature of the interview, and unless the employee objects, the Steward of the Union shall be invited by management to attend the security interview whenever an employee is interviewed by a security representative of the Company.

**13.10** The employee, unless she objects, shall be granted immediately prior to a security interview a maximum of 15 minutes to confer with her Steward.

**13.11** In conducting of such interviews, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts. The main purpose of the interview being to determine the facts in the matter being investigated.

## **ARTICLE 14 GRIEVANCES**

**14.01** (a) The parties to this Agreement agree that any differences between the Union or the employees it represents and the immediate Manager should be settled as promptly as possible. The parties encourage discussions between the employee and/or her elected Representative and the immediate manager. A joint problem solving session should be convened wherever possible in order to resolve the difference prior to a grievance being filed in accordance with applicable provisions of this article.

(b) Grievances of an individual employee or groups of employees may be handled by the Union at the request of the employee or employees, and shall be processed in accordance with Sections 14.06 to 14.15 inclusive. Each grievance shall be presented to the Company within 30 days from the occurrence on which such grievance is based.



**14.02** "Day" for the purposes of this Article shall mean any day that is not a Saturday, Sunday or one of those holidays described in Section 20.01.

**14.03** All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties, and shall include:

- (i) the grievor's name and occupation,
- (ii) the date of the event giving rise to the grievance,
- (iii) the nature of the grievance,
- (iv) the remedy sought from the Company,
- (v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

**14.04** Notwithstanding the provisions of section 14.01, in the case of a dismissal or a grievance, which alleges sexual harassment, the matter may be referred directly to the applicable Director of the grievor.

**14.05** Notwithstanding the provisions of section 14.06, for a grievance submitted pursuant to the provisions of section 14.07, the Director shall meet with two representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall render her decision within 10 days of being advised of the grievance. A written statement of position shall be entered by the Director on the grievance form.

## **Individual and Group Grievances**

### **Step 1**

**14.06** Where a grievance is handled by the Union at the request of the employee(s), the Steward of the employee(s) or a Representative designated by the Union, shall attempt to settle the grievance with the Manager at the second (2<sup>nd</sup>) level of management having jurisdiction over the grievor(s). The Manager shall have ten (10) days following the presentation of the grievance in which to render a decision in writing. The Manager shall sign the grievance and enter the date a decision was rendered.

### **Step 2**

**14.07** (a) Where a grievance has not been settled at Step 1, the grievance shall, if so desired by the Union, be discussed at a meeting of the Company Grievance Committee.

- (b) Notice requesting a meeting of the Company Grievance Committee shall be given by the Union to the Director – Human Resources, or her designate, within 30 days following disposition of the matter at Step 1. The Company Grievance Committee shall have 30 days following the presentation of the grievance in which to render a written decision.
- (c) This shall constitute the final resolution of any grievance other than one concerning the interpretation, administration, application or alleged violation of a provision of the Agreement.

**14.08** Where a level of management mentioned in Sections 14.01 and 14.06 does not exist, the Representative designated by the Union will present the grievance directly to the Manager of the next higher management level, at the equivalent step of the grievance procedure. Under no circumstances shall a grievance be submitted to a Manager at a level higher than that of a Director or equivalent.

### **Policy Grievances**

**14.09** If the interests of the Union as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the Union may file a grievance to the Company Grievance Committee. Such grievance shall be identified as a Policy Grievance and shall be submitted by an Officer of the Union or her delegate and signed on behalf of the Union. The Company Grievance Committee shall have 30 days in which to render a decision. The Company Grievance Committee shall present a written statement of position to the Union.

**14.10** The Company Grievance Committee shall consist of not more than three people. One of these three people shall be the appropriate Director of the grievor. Union representation at meetings with the Company Grievance Committee 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.

**14.11** The Company may file a grievance at Step 2 of the grievance procedure. Such grievance shall be filed by the Director – Human Resources or her designate. For purposes of Company grievances, the provisions of Section 14.07 will be read and construed with the necessary changes.

### **Time Limits**

**14.12** Any grievance not presented or processed by the Union in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or reopened.

**14.13** If the Company fails to respond or if the grievance is not settled within these time limits the grievance may be processed immediately to the next step.

**14.14** Time limits may be extended only by mutual consent, in writing.

## **General**

**14.15** Where a grievance is being handled by a Representative of the Union, the Company will not endeavour to adjust 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 Representative.

**14.16** The right of an individual employee or groups of employees to settle their grievances personally with the management of the Company through the regular supervisory channels, up to and including the Director, or equivalent, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Union.

## **ARTICLE 15 ARBITRATION**

**15.01** "Day" for the purposes of this Article shall mean any day that is not a Saturday, Sunday or one of those holidays described in Section 20.01.

**15.02** Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Union and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within 30 days after the disposition of the matter by the Company, in accordance with subsection 14.07, but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

**15.03** In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within seven (7) days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

**15.04** 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 his decision he shall be bound by the terms and provisions of this Agreement.

- 15.05** The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.
- 15.06** The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.
- 15.07** 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.
- 15.08** Notwithstanding the above, both parties may, subject to mutual agreement, proceed to mediation with any issue falling under the provisions of article 15.02. The decision to proceed to mediation is without prejudice to either parties' rights under article 15, should such mediation be deemed unsuccessful by either party.

### **Expedited Arbitration Process**

- 15.09** Where the matter at issue is one relating to the alleged violation of section 13.01, it may be submitted to the following process of expedited arbitration:
- (a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established according to, and dependent on their availability.
  - (b) Unless the parties mutually agree to a different number of days, four (4) days per year shall be scheduled in advance, on dates mutually agreed to by the parties, as potential hearing days for the following year.
  - (c) The Union shall assign to these Arbitrators, no later than three weeks prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitrator.
  - (d) Notwithstanding the above, any grievance not settled at step 2 may be submitted by the Union, based on mutual agreement, to the Expedited Arbitration Process, provided that there is sufficient time remaining within the sitting days scheduled in subsection (b) above, and that notice is provided as per the provisions of subsection (c) above.

**ARTICLE 16**  
**TECHNOLOGICAL CHANGE**

**16.01** The parties agree that they will consult in order to assist employees affected by any technological change to adjust to the effects thereof and that, therefore, Sections 52, 54 and 55 of the Canada Labour Code shall not apply during the term of this Agreement.

**ARTICLE 17**  
**WAGE ADMINISTRATION**

**17.01** The basic rates of pay corresponding to the salary groups into which clerical and associated occupations listed in Appendix A are classified are set forth in Appendix C. The basic rates of pay for clerical and associated occupations other than those listed in Appendix A shall be negotiated by the parties.

**17.02** The rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the rates of pay hereby established.

**Wage Increases**

**17.03** As outlined in Appendix C of this Agreement, the time interval from one step to the next on the salary groups shall be twelve (12) months.

**17.04** All wage adjustments shall be effective at the beginning of the next pay period.

**17.05** (a) Increases shall be granted on the basis of merit as determined by the Company. The time interval specified for each step of a wage schedule is a period during which an employee is under survey as to her 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, she shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.

(c) Where an employee receives a notice pursuant to subsection 17.05 (b) she may, within ten days of receipt of the notice, review, with her immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, she may take the matter up as a grievance.

## **Promotional Pay Treatment**

**17.06** Where an employee is promoted, the rate of pay on promotion shall be the step on the salary group of the new job which corresponds with the employee's salary group step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the salary group of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the salary group as outlined in Appendix C of this Agreement.

## **Temporary Work Assignments**

**17.07** Where an employee is temporarily assigned to a job of a higher salary group for one (1) week or longer, pay treatment for the period of such temporary assignment shall be in accordance with Section 17.06.

## **Higher Rates of Pay**

**17.08** Under certain conditions, of which the Union shall be notified, higher rates than those called for by the salary groups filed with this Agreement may be paid by the Company to individual employees, where in the Company's judgment such rates are appropriate.

## **Pay Days**

**17.09** An employee shall be paid every alternate Wednesday at her basic rate of pay and for overtime work and other additions in pay for the two week period ending the Wednesday previous to the pay day. Pay will be adjusted for unpaid absences which occurred during such two week period.

## **ARTICLE 18 HOURS OF WORK**

### **Full-Time Employees**

**18.01** The basic hours of work per day for a full-time employee shall be 7 ½ hours, except as provided in Section 18.02.

**18.02** The basic hours of work per week for a full-time employee shall be 36 hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totaling 72 hours.

**18.03** Except as otherwise provided in Sections 18.04 and 18.05, the time represented by the excess of basic daily hours worked in a designated ten-week (10) period over the basic weekly hours in that period shall be cumulated to permit granting of compensating time

off in the following designated ten-week (10) period in accordance with the following:

- (a) For qualifying purposes, each designated ten-week (10) period shall be divided into two (2) segments of five (5) weeks.
- (b) An employee who works the basic hours on at least 13 days in a five-week (5) segment shall be entitled to one (1) full day off with pay in the following designated ten-week (10) period.
- (c) An employee who works the basic hours on fewer than 13 days in a five-week (5) segment shall be entitled to one-half ( $\frac{1}{2}$ ) day off with pay in the following designated ten-week (10) period.
- (d) The Company may schedule the entitlement earned in the two (2) qualifying segments, either separately or consecutively.
- (e) The day(s) or half day(s) off granted in accordance with subsections 18.03 (b), (c) or (d) shall be considered as time worked for purposes of determining an employee's entitlement to time off in the subsequent designated ten-week (10) period.
- (f) Due to service requirements, the granting of SDOs will be restricted during the months of August, September, and October.
- (g) The Company shall grant the days off not scheduled due to the restrictions in (f) above prior to March 31<sup>st</sup> of the following year.

**18.04** (a) Notwithstanding the provisions of Section 18.03, management may, at any time, if so required, decide to schedule for each employee up to four (4) full days off with pay to be taken outside the designated ten-week (10) period but within the five (5) scheduling periods following the end of such designated ten-week (10) period.

(b) For the purposes of this Section, "scheduling period" means a designated period of ten (10) weeks as contained in the applicable Company practice currently in effect.

**18.05** An employee who leaves the employ of the Company before acquiring 13 days net credited service shall be paid at her basic rate for the actual time accumulated.

**18.06** When at the Company's request the employee accepts to work a previously scheduled SDO, she shall be paid at her regular rate of pay for the hours worked in addition to receiving her earned compensation for the SDO.

**18.07** Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day(s) scheduled for compensating time off, the Company shall reschedule the day(s) in the designated ten-week (10) period in which

the employee returns to work. The day(s) will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day(s) scheduled for compensating time off.

### **Part-Time Employees**

**18.08** The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by the Company, in accordance with article 9.01(f).

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

**18.09** A tour of duty may be scheduled on any day of the week depending on the requirements of the job.

**18.10** (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 work week.

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.

**18.11** The starting and ending times for all tours of duty shall be determined by the Company.

**18.12** An employee shall be assigned to her tours of duty by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

### **Meal Period**

**18.13** The meal period for an employee shall not exceed one (1) hour.

**18.14** 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 work week.



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

- 18.15** (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 18.15 (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.

**18.16** 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.

### **Premium Pay for Change in Tour of Duty**

- 18.17** (a) If an employee is given less than six (6) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 18.18 and 18.19, 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 six (6) day notice requirement.
- (b) If a part-time employee is given less than six (6) 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 six (6) 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.

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

**18.19** Where the change in tour is made in accordance with Section 18.10, no premium shall apply for the change in tour.

### **Sunday Premium Pay**

**18.20** An employee who is required to work a scheduled 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.

**18.21** 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 18.15, and the special compensation provided in Section 18.22, is higher than her basic rate of pay.

### **Christmas Eve and New Year's Eve - Special Compensation**

**18.22** Where an employee is required to work on Christmas Eve or New Year's Eve, she shall be paid straight time extra for time worked between the hours of 6:00 P.M. and 12:00 Midnight.

### **Relief Periods**

**18.23** A relief period not to exceed 15 minutes shall be granted to every employee as close to the middle of each of her half tours as the efficiency of the Company's operations permits.

## **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 7 ½ hours of work on any day, or
- (b) on a day 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 multiplied by one and one-half (1 ½) times the hours worked;
- (b) for overtime worked in excess of eight (8) hours in one (1) week, at the employee's hourly rate multiplied by two (2) times the hours worked.

**19.03** A part-time employee shall be paid on a straight time basis for all time worked:

- (a) on any given day, until she has worked the basic hours of work per day (7 ½ hours),  
or

(b) in a given week, until she has worked the basic hours of work per week (36 hours).

Time worked in excess of the basic hours of work specified above shall be paid on an overtime basis.

**19.04** For a part-time employee payment for overtime worked shall be made:

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or
- (b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of eight (8) hours in one (1) week, provided the employee has worked the basic hours of work for that week.

**19.05** Where an employee is required to work overtime which immediately precedes or continues after her tour of duty (continuous), she shall,

- (a) except as otherwise provided in Sections 19.02 and 19.04, be paid for the total additional minutes worked in accordance with the following table:

<u>Minutes Worked</u>	<u>Time Paid For</u>
1 - 5	Nil
6 - 20	½ hr
21 - 30	¾ hr
31 - 40	1 hr
41 - 50	1¼ hrs
51 - 60	1½ hrs
61 - 70	1¾ hrs
71 - 80	2 hrs
81 - 90	2¼ hrs
91 - 100	2½ hrs
etc.	etc.

and

- (b) where required to work one (1) hour or more of overtime, receive an additional one (1) hour's pay if she has not been given at least one (1) hour's notice of such overtime required.

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

**19.07** 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.

- 19.08** (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 subsections 19.08 (a) or (b) is less than 3 ¾ hours' pay, she shall receive a payment of 3 ¾ hours' pay.

### **Banking of Overtime**

**19.09** Notwithstanding the above provisions of this Article, where an employee requests to be compensated for overtime hours worked by banking those hours, such banked hours shall be calculated at one and one half (1½) times the hours worked by that employee and shall constitute full compensation for those hours. Any such compensating time off will normally be scheduled by mutual agreement.

Overtime hours banked by an individual employee for the purpose of time off in lieu of overtime payment shall not exceed 72 hours, at any one time.

**19.10** If a part time employee has her scheduled hours of work reduced to less than 35 hours per week, she may elect to utilize any accumulated banked overtime she has to increase her total hours up to a maximum of 35 hours per week.

## **ARTICLE 20 HOLIDAYS**

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

New Year's Day	Canada Day (July 1 <sup>st</sup> )
Alberta Day (Alberta only)	Civic Holiday
Good Friday	(Ontario only)
Victoria Day (all provinces except Quebec)	1 <sup>st</sup> Monday in August
Journée des patriotes (Québec only)	(all provinces except Ontario)
3 <sup>rd</sup> Monday in June (all provinces except Alberta and Quebec)	Labour Day
National Holiday (June 24 <sup>th</sup> – Québec only)	Thanksgiving Day
	Christmas Day
	Boxing Day (Dec. 26 <sup>th</sup> )

- 20.02** Civic Holiday (Ontario only) and 1<sup>st</sup> Monday in August (all provinces, except Ontario) are substituted respectively for Remembrance Day.
- 20.03** To meet general custom in a particular community, another holiday may be substituted for any of the recognized Company holidays listed above.
- 20.04** Where a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.
- 20.05** 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.
- 20.06** 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 20.12, outside the period of the annual vacation at a time determined by the Company.
- 20.07** Boxing Day will be observed on the first scheduled tour of duty after Christmas Day is observed.

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

- 20.08** (a) Where a full-time employee is required to work on a Company holiday which is included in her scheduled work week, she
- (i) shall be paid at her 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 her basic hours for the day.
- (b) In addition, she 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 she shall be paid double time for the time worked between midnight of the day preceding and midnight of the holiday.
- 20.09** Where a part-time employee is required to work on a Company holiday, which is included in her scheduled work week, she shall be paid as follows:
- (a) the greater of, not to exceed one-fifth of the basic weekly rate of pay:
    - (i) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;

or

(ii) 5% of her 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 she shall be paid double time between midnight of the day preceding and midnight of the holiday.

**20.10** If an employee has not been given 48 hours' notice of a requirement to work on a holiday, she 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 straight time.

**20.11** 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 20.06.

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

**20.12** 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**

**20.13** 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 two (2) days off with pay, on days determined by the Company, at her 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.

**20.14** (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.

(b) (i) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1<sup>st</sup> of the current year to December 1<sup>st</sup> of the following year.

(ii) For employees working in Ontario, the Company may grant, in accord with an employee's request, and subject to service requirements, the day off with pay mentioned in Subsection 20.14 (b)(i) on the third Monday in February (i.e. Family Day under Ontario's provincial employment standards). The granting of this request will not be unreasonably withheld.

**20.15** Where an employee cannot be granted a day off with pay in accordance with the provisions of subsection 20.14 (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**

### **ANNUAL VACATION**

**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 the month, service shall be counted from the first day of that month.
- (b) 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 calendar years subsequent to her engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below, in the calendar year in which she is to complete the required number of years of service. The same entitlement applies to each subsequent calendar year, until a higher entitlement is attained as indicated in the table below:

<u>Years of Net Credited Service</u>	<u>Weeks Of Vacation</u>
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.

**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 21.05 or rescheduling under the provisions of Section 21.11.

**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 21.03, 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 and posted each year by the Company between January 1<sup>st</sup> and February 1<sup>st</sup> 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. However, a Regular Employee shall be afforded the opportunity to select vacation from the Company's schedule before a Regular Term or 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 practice; 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 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.

### **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 Sections 21.15 to 21.17 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 21.16 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** Transfer means the assignment of an employee to a different work location other than her own.

**22.02** Temporary transfer means the assignment of an employee to a different work location other than her own for a period of 90 days or less. With regard to temporary transfers, the Company will:

- (a) seek volunteers first from the same occupation and work location from which the transfer is to be made;
- (b) if there are no volunteers, the least senior Associate in the same department, occupation and work location from which the transfer is to be made shall be selected.

On completion of a temporary transfer, an employee has the right to return to the same occupation and work location from which she came.

- 22.03** All regular employees are eligible for transfer consideration in accordance with applicable Company practices 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, whenever possible.
- 22.04** Where within 12 months of an employee being involuntarily transferred from one locality to another locality there is an opening at the employee's previous work locality the affected employee in order of seniority shall be offered, ahead of other job applicants, the opportunity to return to her original locality provided she has the necessary qualifications for the job.
- 22.05** In the event of a surplus or involuntary transfer from one locality to another, the Company will meet with the Union at the affected locality and initiate joint local meetings for the purpose of exploring the options available and possible alternatives to deal with the situation.

In such cases the Company shall give the Union no less than 3 months' notice of such transfer.

Where surplus or an involuntary transfer is initiated, the Company will not subcontract bargaining unit work where an affected employee in that locality is qualified to perform the work.

## **ARTICLE 23**

### **TRAVEL TIME AND EXPENSES**

- 23.01** Where an employee is required to travel on Company instructions outside her normal locality, the time spent travelling outside of her tour of duty shall be considered as travel time; except that, when sleeping accommodation is provided en 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 locality on a temporary basis, the portion of time spent travelling outside of her tour of duty, which exceeds by 15 minutes or more, per one way trip, the time normally spent travelling 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 locality on a permanent basis, she shall be paid the portion of time spent travelling outside of her tour of duty in accordance with the provisions of Section

23.02 during a period of 30 days immediately following the change of work location.

**23.04** Travel time shall include unavoidable stop-over 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. Where such payment is necessary, an employee shall be reimbursed at \$0.41 per kilometre for the first 5000 kilometres in a calendar year, and \$0.35 cents for any kilometres over 5000 in a calendar year.

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

**23.08** Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:

(a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and

(b) a per diem allowance of

(i) \$50.00 per calendar day,

if the employee is away for a full calendar day, or

(ii) \$9.00 if away over the breakfast period,  
\$14.00 if away over the lunch period, and  
\$27.00 if away over the dinner period

if the employee is away for less than a full calendar day.

(c) the per diem allowance referred to in subsection 23.08 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

## **Living Expenses**

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

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

## **ARTICLE 24 JOB POSTING**

**24.01** The parties agree that all Regular Full Time and Regular Part Time job openings will be posted and all employees will have the right to apply.

**24.02** For the purpose of this article,

“Occupation” means the job titles as provided in Appendix A of the Collective Agreement.

“Locality” means a location listed in Appendix B of the Collective Agreement and is where an employee normally works.

“Work Location” means the street address where an employee normally works.

## **Job Opening**

**24.03** (a) The definition of a job opening for the purposes of the job posting procedure is:

- (i) any permanent addition or replacement to the Regular Full-Time or Regular Part-Time employee staff within a Work Location, including any upgrade from Regular Part Time to Regular Full Time,
- (ii) any permanent upgrade to an occupation of a higher salary group,
- (iii) when a Regular Part-Time employee has been working the same basic hours of work as a Regular Full-Time employee for a continuous period of 24 months,
- (iv) when a job has been filled by a temporary transfer, by either one or more individuals, for 24 consecutive months,
- (v) when, after June 1, 2002, a Regular Part-Time employee has obtained 36 cumulative months of working the same basic hours of work as a Regular Full-Time employee during a consecutive 48 month period.

- (b) Notwithstanding the provisions of the definition of a job opening above, there are no job openings created when organization structures are merged or otherwise reorganized, when functions are realigned, or when employees follow their work to another Work Location in connection with a closure, consolidation or centralization.

### **Temporary Upgrade**

- 24.04** (a) Any temporary upgrade of an employee, which is expected by the Company to last no longer than 12 months may be made at the discretion of the Company.
- (b) Any temporary upgrade of an employee, which is expected by the Company to last longer than 12 months, will be posted.
- (c) The Company cannot use an employee's experience gained while on a temporary upgrade to support the qualification criteria in the job posting process.

### **Job Posting Procedures**

- 24.05** (a) The parties agree that all Regular Full-Time and Regular Part-Time job openings will be posted and all Employees will have the right to apply.
- (b) The posting shall be available for seven (7) working days. The mechanized posting system will be used for the purpose of job postings. The mechanics of the job posting procedure shall be as agreed to by the parties.
- (c) An employee wishing to be considered by the Company must respond to the job posting within the specified posting period in subsection (b) above. It is understood that an employee may only be considered for the posted position provided that the employee's performance on her existing job meets job requirements.

### **Selection Order**

**24.06** Candidates are to be selected from among those who are qualified in the following order:

- (a) From among the most senior Regular Full-Time employee applicants;
  - (i) Having the same occupational title as the job opening; if none, then Having the same occupational title as the job opening; if none, then
  - (ii) Having a different occupational title but the same salary group as the job opening; if none then,

- (iii) Having a different salary group as the job opening. In the case of a job opening within Salary Group A, applicants from Salary Group B are considered before applicants from Salary Group C.

Under subsections (ii) and (iii) above, candidates are to be selected on the basis of the most senior from among those who are qualified to perform the required work within such period of time as may be reasonably required. In any event, this period of time shall not exceed a ten (10) working days familiarization period.

(b) From among the most senior Regular Part-Time employee applicants in the order specified in the subsection (a) above.

(c) From among the Temporary Part Time employee applicants, regardless of seniority.

It is understood that if the job opening is not filled by the above, the job can be filled by any other person.

### **Results Notification**

**24.07** (a) The Company will provide information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

(b) The results of the posting will be made known to all employees who responded to the job posting.

### **Exceptions**

**24.08** Notwithstanding the provisions set out above related to the movement of employees, certain circumstances may require normal job filling procedures to be by-passed. Accordingly, the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

a) Health or Disability

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

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

b) Surplus



Where the Director – Human Resources and the National Union agree that a number of employees are surplus. Where no such agreement can be reached, the Company retains its right to invoke the provisions of Article 11, and / or the provisions under the Workforce Adjustment Program Memorandum of Agreement;

c) Demotion within Unit

Where an employee is involuntarily demoted within the bargaining unit;

d) Business Needs

From March 22 of each year, the Company may fill up to one job opening in each six month period in each District of the Company, for the purpose of the “needs of the business” as defined by the Company, including Company initiated upgrades.

e) Return from Involuntary transfer as per Article 22.02

f) Placement of Former Manager

Where a former manager, with the exception of an employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit. Each Division of the Company will be allowed one such placement per calendar year.

g) Employment Equity

Where a person is placed into the bargaining unit, for the purpose of Employment Equity, up to a maximum of 2 placements per province per year.

h) Redeployment, New Business, and New Technology

Where a person is moved within, or placed into, the bargaining unit for reasons of

- i) redeployment due to lack of work or priority of work, or
- ii) the start-up of a new business opportunity or the initial introduction of new technology.

The Company agrees to initiate local meetings between management and Union Representatives to explore the options available and possible alternatives to deal with these situations. The agreement of the National Union and the Director – Human Resources is required to approve the application of this exception. The

Union agrees that its approval in these situations will not unreasonably be withheld;

i) Return from Leave of Absence

Where a person returns to the bargaining unit following a leave of absence approved by the Company;

j) Transfer from another bargaining unit or Company

Where, for business reasons, a person is placed into the bargaining unit from another bargaining unit or Company. The agreement of the Director – Human Resources and the National Union is required to approve the application of this exception.

**24.09** The Company shall inform the Local Steward, on a form supplied by the Company, of any position filled within the bargaining unit for any of the reasons noted above.

### **Service Requirements**

**24.10** (a) It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which the employee has applied under the Job Posting Procedures. Nevertheless the date an applicant can be released from their current job will not prevent her from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

(b) The Job Posting Procedures shall not apply;

- (i) to an employee who is within her probationary period as defined in article 9.01 (i); or
- (ii) in the 24 months subsequent to the employee's appointment to a position resulting from "same salary group" or "different salary group" Job Posting; or
- (iii) in the 12 months subsequent to the employees appointment to a position resulting from a "same occupational title" Job Posting application, except that, during this freeze period, the employee may apply for any job posting at an upgraded salary group at that Work Location and except where an employee's Work Location is changed by the Company.

(c) When a permanent relocation is arranged as a result of a Job Posting application, the cost of the relocation will be borne entirely by the employee and that location becomes the employee's Work Location on the first day she reports.

**ARTICLE 25**  
**SICKNESS ABSENCE AND BENEFITS**

**25.01** An employee having six months net credited service, or more, who is scheduled to work 30 hours or more per week and who is absent on account of sickness or quarantine, shall be paid for continuous absence from scheduled assignments, exclusive of scheduled overtime not worked, prior to the eighth full calendar day of such absence as follows:

- (a) An employee with six months but less than four years service shall be paid at seventy-five percent (75%) of the employee's basic rate for that part of the absence in excess of two consecutive scheduled half tours;
- (b) In the determination of pay treatment in subsection 25.01 (a), a return to work not exceeding two half tours, shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for the purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence;
- (c) An employee with four or more years service shall be paid at seventy-five percent (75%) of the employee's basic rate for the full absence.

**25.02** An employee who is absent from work for part of her scheduled tour of duty, because of sickness or quarantine, shall be paid as follows:

- (a) if she has worked more than half her tour of duty, she shall be paid for her full tour;
- (b) If she has worked less than half her tour of duty, she shall be paid for her half tour.

Under these conditions, she shall be paid differential and premium payments applicable to her full tour or her half tour of duty.

**25.03** The Company shall maintain the level of benefits provided to the employees in this Agreement under the following Plans:

- the Pension Plan
- the Income Protection Program
- the Life and AD&D Plan
- the Health Plan (including Vision Care)
- the Dental Plan
- the Business Travel Insurance Plan

**25.04** Any changes to benefits will be reviewed with the Union and shall be subject to agreement between the parties.

**ARTICLE 26**  
MISCELLANEOUS WORKING CONDITIONS

**Absence Due to Family Emergency**

**26.01** 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.

**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 Human Resources in writing 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 30**  
WITNESS AND JURY DUTY

**30.01** 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 her basic

rate (or for a part-time employee at her pro-rata proportion of the basic rate) for the necessary absence from duty.

- 30.02** An employee shall report for regular duties when temporarily or finally excused from such attendance at Court.
- 30.03** Notwithstanding the provision of section 18.14, when an employee assigned to work an off-normal 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.
- 30.04** 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.

### **ARTICLE 31 BEREAVEMENT LEAVE**

- 31.01** An employee shall be granted, in the event of the death of her spouse, common-law partner, son or daughter, bereavement leave of up to five (5) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death.
- 31.02** An employee shall be granted bereavement leave of up to three (3) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death, in the event of the death of:
  - her father, her mother, the spouse or common-law partner of her father or mother
  - her brother, her sister
  - her father-in-law, her mother-in-law, the spouse or common-law partner of her father-in-law or mother-in-law
  - the father or mother of her common-law partner
  - her son-in-law or daughter-in-law
  - a dependant or other relative residing in the same permanent residence as does the employee.
- 31.03** An employee shall be granted bereavement leave provided for in Sections 31.01 and 31.02 to a maximum of five (5) days with pay from her scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to leave the city in which she is employed.

- 31.04** An employee shall be granted, in the event of the death of her grandparent or grandchild, bereavement leave of up to three (3) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death.
- 31.05** Any employee entitled to bereavement leave who is currently on or scheduled to be on vacation may choose to reschedule the vacation, in all or in part, to a later date according to the conditions of Article 21.
- 31.06** Notwithstanding the above, the Company may, in exceptional circumstances, exercise its' discretion and grant bereavement leave and/or extensions to the application of such leave where requested by an employee to her immediate supervisor. Exceptional circumstances can include, but are not limited to the following: bereavement leave for a child of common-law partner, brother-in-law, sister-in-law.
- 31.07** Bereavement leave may be required outside the period specified in sections 31.01 to 31.04. In such circumstances, the Company may grant a request to defer the leave.

**ARTICLE 32**  
**LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

**Maternity Leave**

- 32.01** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a maternity leave without pay of up to seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks from the date of commencement of the leave of absence.

**Parental Leave**

- 32.02** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a parental leave without pay as follows:
- (a) where an employee has or will have the actual care and custody of a new-born child, the employee shall be granted a leave of up to thirty-five (35) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and
  - (b) where an employee is adopting a child, the employee shall be granted a leave of up to thirty-five (35) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- 32.03** For an employee eligible to a leave as provided under subsection 32.02 (b), a supplementary adoption leave without pay of up to seventeen (17) weeks is available

and shall be granted upon request. This leave may begin not earlier than eleven (11) weeks prior to the estimated date on which the child is to come into the employee's care and end within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

## **General**

**32.04** The employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where circumstances preclude submission of the application four (4) weeks before commencement of the leave, the leave will not be unreasonably denied.

**32.05** An employee who applies for a leave without pay under this Article but whose application is not in every respect in accordance with the conditions provided in sections 32.01, 32.02, 32.03 and 32.04, as applicable, may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

**32.06** An employee who wishes to resume employment on expiration of a leave granted pursuant to section 32.01, 32.02 or 32.03 shall be reinstated in the position occupied by the employee at the time such leave commenced. In the event such position no longer exists the employee will be placed in a comparable position, with not less than the same wages and benefits. However, to be entitled to re-engagement, an employee must present herself for re-engagement in the Company on the first working day following the expiry of the leave, or (where applicable) the first working day following the expiry of the leave plus the number of the days between the estimated date of confinement and the actual date of confinement if the latter is later, and provide medical certification of that date.

**32.07** Provided an employee reports for work and resumes employment as provided under section 32.06, the employee will be credited with seniority for the period of the leave(s).

## **Supplemental Allowance Plan**

**32.08** A regular employee who has been granted a maternity leave under section 32.01 or a parental leave under subsection 32.02 and provides the Company with proof of application and eligibility to receive unemployment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 32.09, 32.10, 32.11 and 32.12.

**32.09** To be eligible, the employee shall sign an agreement with the Company providing

(a) to return to work and remain in the Company's employ for a period of at least six (6)

months after such return to work,

- (b) to return to work on the date of the expiry of maternity leave provided under section 32.01 or parental leave provided under section 32.02, and
- (c) that the employee recognizes indebtedness to the Company for the amount received, as a Supplemental Allowance should the conditions provided in subsections 32.09 (a) and (b) not be satisfied.

**32.10** In respect of the period of maternity leave granted under section 32.01, payments made according to the Supplemental Allowance Plan will consist of the following:

- (a) for the first two weeks, nil payment;
- (b) for up to the next fifteen (15) weeks, payments as provided in Attachment B.

**32.11** In respect of the period of parental leave granted under subsection 32.02, payments as provided in Attachment B according to the Supplemental Allowance Plan will be made for up to ten (10) weeks.

**32.12** In the event that legislation is enacted that provides additional unemployment insurance (other than increases in the maximum standard benefits) or any other payment of salary during the period an employee is receiving the Supplemental Allowance provided in sections 32.10 or 32.11, the amount that the employee is entitled to receive as provided in Attachment B shall be decreased by the amount the employee is entitled to receive as a result of such additional unemployment insurance or other payment.

### **ARTICLE 33 EMPLOYMENT EQUITY**

**33.01** (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

**33.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of subsection 24.03 (a), the Company may, in each twelve (12) month period, starting January 1



of each year, fill up to two (2) job openings in each province, for the purpose of Employment Equity, in lieu of accepting a job posting applicant.

- (b) The Company shall inform the local Steward, on a form to be supplied by the Company, of any job opening so filled.

#### **ARTICLE 34** **BARGAINING PROCEDURE**

**34.01** 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 two.

**34.02** 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.

#### **ARTICLE 35** **DURATION**

**35.01** 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 November 30<sup>th</sup> 2018.

**35.02** 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.

**35.03** Notice shall be sufficient with respect to the Union if addressed to UNIFOR, 205 Placer Court, Toronto, Ontario, M2H 3H9, and with respect to the Company if addressed to the Director – Human Resources at 240 Attwell Drive, Toronto, Ontario, M9W 5B2.

**WITNESS CLAUSE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 4<sup>th</sup> day of December, 2014.

**UNIFOR**

**Expertech Network Installation**

\_\_\_\_\_  
Alain Portelance

\_\_\_\_\_  
Stéphane Martel

\_\_\_\_\_  
Maureen Dawson

\_\_\_\_\_  
Erin Chedd

\_\_\_\_\_  
Stephanie Brownlee

\_\_\_\_\_  
Geneviève Blanchette

\_\_\_\_\_  
Natacha Duquette

\_\_\_\_\_  
Kathy Ellis

## APPENDIX A

### LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS

#### **Salary Group C**

Associate, Administrative Support

Associate, Regional Support

#### **Salary Group B**

Associate, CSC Project Support

Associate, Finance

Associate, Human Resources

Associate, IS/IT

Associate, Material

Associate, Payroll

Associate, Quality Assurance

Associate, Sales and Service Support

#### **Salary Group A**

Senior Associate

## APPENDIX B

### LOCALITIES

Alma	Kenora	Rivière-du-Loup
Barrie	Kingston	St. Catharines
Belleville	Kitchener	St-Hyacinthe
Brampton	Kuujuuaq	St-Jean
Brantford	La Malbaie	St-Jérôme
Brockville	Lindsay	Sarnia
	London	S-S-Marie
Calgary		Sherbrooke
Chatham	Midland	Smiths Falls
Chicoutimi	Montréal*	Stratford
Cobourg		Sudbury
Collingwood	Newmarket	
Cornwall	Niagara Falls	Thetford Mines
	North Bay	Thunder Bay
Drummondville		Timmins
Dryden	Oakville	Toronto
	Orangeville	Trois-Rivières
Fort Frances	Orillia	
	Oshawa	Valleyfield
Gatineau (Hull)	Ottawa	
Geraldton	Owen Sound	Walkerton
Granby		Welland
Guelph	Parry Sound	Windsor
	Pembroke	Woodstock
Hamilton	Peterborough	
Huntsville		
	Québec	
Joliette		

\* includes St-Bruno et Laval

**APPENDIX C**  
**Page 1 of 3**

**WEEKLY AND HOURLY BASIC RATES OF PAY**

**SALARY GROUP C**

		2.00%		2.00%		2.00%		2.00%			
		Current		April 1st 2015		April 1st 2016		April 1st 2017		April 1st 2018	
Step	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
1	576.72	16.02	588.25	16.34	600.02	16.67	612.02	17.00	624.26	17.34	
2	613.08	17.03	625.34	17.37	637.85	17.72	650.61	18.07	663.62	18.43	
3	655.56	18.21	668.67	18.57	682.04	18.95	695.69	19.32	709.60	19.71	
4	705.24	19.59	719.34	19.98	733.73	20.38	748.41	20.79	763.37	21.20	
5	754.20	20.95	769.28	21.37	784.67	21.80	800.36	22.23	816.37	22.68	
6	821.52	22.82	837.95	23.28	854.71	23.74	871.80	24.22	889.24	24.70	

NOTE: The interval between Steps shall be twelve months.

**APPENDIX C  
Page 2 of 3**

**WEEKLY AND HOURLY BASIC RATES OF PAY**

**SALARY GROUP B**

		2.00%		2.00%		2.00%		2.00%			
		Current		April 1st 2015		April 1st 2016		April 1st 2017		April 1st 2018	
Step	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
1	656.64	18.24	669.77	18.60	683.17	18.98	696.83	19.36	710.77	19.74	
2	697.32	19.37	711.27	19.76	725.49	20.15	740.00	20.56	754.80	20.97	
3	747.00	20.75	761.94	21.17	777.18	21.59	792.72	22.02	808.58	22.46	
4	803.16	22.31	819.22	22.76	835.61	23.21	852.32	23.68	869.37	24.15	
5	858.60	23.85	875.77	24.33	893.29	24.81	911.15	25.31	929.38	25.82	
6	934.56	25.96	953.25	26.48	972.32	27.01	991.76	27.55	1,011.60	28.10	

NOTE: The interval between Steps shall be twelve months.

**APPENDIX C  
Page 3 of 3**

**WEEKLY AND HOURLY BASIC RATES OF PAY**

**SALARY GROUP A**

		2.00%		2.00%		2.00%		2.00%			
		Current		April 1st 2015		April 1st 2016		April 1st 2017		April 1st 2018	
Step	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
1	752.04	20.89	767.08	21.31	782.42	21.73	798.07	22.17	814.03	22.61	
2	794.16	22.06	810.04	22.50	826.24	22.95	842.77	23.41	859.62	23.88	
3	845.64	23.49	862.55	23.96	879.80	24.44	897.40	24.93	915.35	25.43	
4	901.80	25.05	919.84	25.55	938.23	26.06	957.00	26.58	976.14	27.11	
5	964.44	26.79	983.73	27.33	1,003.40	27.87	1,023.47	28.43	1,043.94	29.00	
6	1,038.24	28.84	1,059.00	29.42	1,080.18	30.01	1,101.79	30.61	1,123.82	31.22	

NOTE: The interval between Steps shall be twelve months.

## APPENDIX D

### STUDENT EMPLOYEE WORKING CONDITIONS

#### **Seniority**

A Student employees' seniority will be recognized only within a group of other student employees. Seniority will be calculated using the actual number of days worked in each calendar year. A day, for the purpose of a student employee, is any time worked in excess of 3.5 hours up to 7 hours per day.

A Student Employee will receive full credit for seniority after being reclassified to a temporary or regular employment status.

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

A Student Employee will receive pay in lieu of vacation in accordance with applicable labour legislation.

#### **Company Holidays**

A Student Employee will be compensated for company holidays as per the provisions of article 20.

#### **Bereavement Leave**

A Student Employee shall be granted an appropriate number of days for bereavement leave, as per the provisions of Article 31.

#### **Rates of Pay**

The rate of pay for a Student Employee will be as per Appendix C.

All other provisions of the Collective Agreement that apply to Temporary Part Time employees will apply to Student Employees.



## ATTACHMENT A

### 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:

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

<b>Net Credited Service on Date of Lay-Off</b>	<b>Lay-Off Allowance Entitlement</b>
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.

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

3.
  - a) The Lay-Off Allowance Plan becomes operative at the time the employee applies and qualifies for Employment Insurance benefits and upon receipt of proof that she receives such benefits.
  - b) Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay at time of 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 the date of the lay-off in the case of a Regular Part-Time Employee, less Unemployment Insurance benefits entitlement and less any earnings from other employment and statutory deductions.
4. Entitlement to the lay-off allowance will cease as follows:
  - a) When the lay-off allowance entitlement is used up;
  - b) When the employee reports for work subsequent to recall;
  - c) When the employee fails to report for work after 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 Attachment;
  - e) When the employee is disentitled or disqualified 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.
5. 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 her overall net credited service after deducting the lay-off allowance she received during her 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) Health Plan (including Vision Care)
    - (ii) Dental Plan
  - c) Life and AD&D Plan, 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 and locality. Where an employee has been laid-off in a locality and all of the Department's operations in that locality have been eliminated, or are expected to be eliminated within the one (1) year period following the date of the employee's lay-off, the employee shall, on the date of her lay-off, be permitted to place her name on the recall list for one (1) other locality within the operating territory of the Department.
  - b) When a job vacancy becomes available within the department and locality and a recall is warranted, eligible employees shall be recalled in 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, she shall immediately be paid the basic rate of pay for that job. If the employee accepts a recall to a work location other than her normal work location at the time of lay-off, she shall not be eligible to travel time and expenses as provided under 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 her correct address, and to advise the Company within 10 calendar days of the date of recall as to her acceptance.
3. The Company may assume that failure on the part of any laid-off employee to notify the Company within 10 calendar days of the date of the offer of recall concerning her acceptance of the offer, 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 she was laid 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, until she has completed 52 weeks of continuous service after the date of return to work, a recalled employee is subject to direct lay-off and shall not have access to a separation package or the displacement procedure set out in this Agreement.

### **Information Lists**

1. The Company agrees to supply to the Union a monthly list of laid-off employees by department and locality indicating for each employee the date of lay-off, the net credited service date, and her original work location.

ATTACHMENT B

SUPPLEMENTAL ALLOWANCE PLAN

SCHEDULE

<b>* WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</b>	<b>Supplemental Allowance WEEKLY PAYMENT</b>
<b>\$</b>	<b>\$</b>
00.01 - 10.00	1.80
10.01 - 20.00	3.60
20.01 - 30.00	5.40
30.01 - 40.00	7.20
40.01 - 50.00	9.00
50.01 - 60.00	10.80
60.01 - 70.00	12.60
70.01 - 80.00	14.40
80.01 - 90.00	16.20
90.01 - 100.00	18.00
100.01 - 110.00	19.80
110.01 - 120.00	21.60
120.01 - 130.00	23.40
130.01 - 140.00	25.20
140.01 - 150.00	27.00
150.01 - 160.00	28.80
160.01 - 170.00	30.60
170.01 - 180.00	32.40
180.01 - 190.00	34.20
190.01 - 200.00	36.00
200.01 - 210.00	37.80
210.01 - 220.00	39.60
220.01 - 230.00	41.40
230.01 - 240.00	43.20
240.01 - 250.00	45.00

Note: \*Average Weekly Basic Rate of Pay For Part-Time Employees

**SUPPLEMENTAL ALLOWANCE PLAN**

**SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</b>	<b>Supplemental Allowance WEEKLY PAYMENT</b>
\$	\$
250.01 - 260.00	46.80
260.01 - 270.00	48.60
270.01 - 280.00	50.40
280.01 - 290.00	52.20
290.01 - 300.00	54.00
300.01 - 310.00	55.80
310.01 - 320.00	57.60
320.01 - 330.00	59.40
330.01 - 340.00	61.20
340.01 - 350.00	63.00
350.01 - 360.00	64.80
360.01 - 370.00	66.60
370.01 - 380.00	68.40
380.01 - 390.00	70.20
390.01 - 400.00	72.00
400.01 - 410.00	73.80
410.01 - 420.00	75.60
420.01 - 430.00	77.40
430.01 - 440.00	79.20
440.01 - 450.00	81.00
450.01 - 460.00	82.80
460.01 - 470.00	84.60
470.01 - 480.00	86.40
480.01 - 490.00	88.20
490.01 - 500.00	90.00

Note: \*Average Weekly Basic Rate of Pay For Part-Time Employees

**SUPPLEMENTAL ALLOWANCE PLAN**

**SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY - <u>FULL-TIME EMPLOYEES</u></b>	<b>Supplemental Allowance <u>WEEKLY PAYMENT</u></b>
\$	\$
500.01 - 510.00	91.80
510.01 - 520.00	93.60
520.01 - 530.00	95.40
530.01 - 540.00	97.20
540.01 - 550.00	99.00
550.01 - 560.00	100.80
560.01 - 570.00	102.60
570.01 - 580.00	104.40
580.01 - 590.00	106.20
590.01 - 600.00	108.00
600.01 - 610.00	109.80
610.01 - 620.00	111.60
620.01 - 630.00	113.40
630.01 - 640.00	115.20
640.01 - 650.00	117.00
650.01 - 660.00	118.80
660.01 - 670.00	120.60
670.01 - 680.00	122.40
680.01 - 690.00	124.20
690.01 - 700.00	126.00
700.01 - 710.00	127.80
710.01 - 720.00	129.60
720.01 - 730.00	131.40
730.01 - 740.00	133.20
740.01 - 750.00	137.85

Note: \*Average Weekly Basic Rate of Pay  
For Part-Time Employees

SUPPLEMENTAL ALLOWANCE PLAN

SCHEDULE

<b>* WEEKLY BASIC RATE OF PAY - <u>FULL-TIME EMPLOYEES</u></b>	<b>\$</b>	<b>Supplemental Allowance <u>WEEKLY PAYMENT</u></b>	<b>\$</b>
750.01 - 760.00		145.35	
760.01 - 770.00		152.85	
770.01 - 780.00		160.35	
780.01 - 790.00		167.85	
790.01 - 800.00		175.35	
800.01 - 810.00		182.85	
810.01 - 820.00		190.35	
820.01 - 830.00		197.85	
830.01 - 840.00		205.35	
840.01 - 850.00		212.85	
850.01 - 860.00		220.35	
860.01 - 870.00		227.85	
870.01 - 880.00		235.35	
880.01 - 890.00		242.85	
890.01 - 900.00		250.35	
900.01 - 910.00		257.85	
910.01 - 920.00		265.35	
920.01 - 930.00		272.85	
930.01 - 940.00		280.35	
940.01 - 950.00		287.85	
950.01 - 960.00		295.35	
960.01 - 970.00		302.85	
970.01 - 980.00		310.35	
980.01 - 990.00		317.85	
990.01 - 1000.00		325.35	

Note: \*Average Weekly Basic Rate of Pay  
For Part-Time Employees



## INDEX

<b>Memorandum of Agreement</b>	<b>Page</b>
Visual Display Terminal	63
Alternate Work Week Options	66
Voluntary Programs of Reduced Hours	73
Workforce Adjustment Program	76
Seniority-Tie Breaker	79
Joint Appeal Committee (Job Titles)	80
Out Of Country Assignments	81
Job Posting Procedure, Administrative Procedure	84
Joint Union Management Meetings	85
Workforce Diversity Project	86
Potential Sale Of Business Involving the Transfer of Clerical and Associated Employees	91
Changes to Article 25 Sickness Absence and Benefits	92

**VISUAL DISPLAY TERMINAL**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

The above parties agree as follow:

1. Any Regular Full-Time or Regular Part-Time Employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
  - A) Be assigned other work in the bargaining unit, in accordance with paragraph 2 of this Memorandum of Agreement, or
  - B) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 32 of the Collective Agreement renewal between the parties dated May 9<sup>th</sup>, 2003, hereinafter designated as the Collective Agreement.

**Other Work Assignment**

2. Employees who elect option A shall be assigned to a vacant position, where one exists in the bargaining unit, in the following manner and sequence:
  - First, to a vacant position, at a comparable wage level, in her own work location.
  - Second, to a vacant position, at a comparable wage level, at any other work location.
  - Third, to a vacant position, at a lower wage level, at any work location, in which case she shall immediately be paid the rate for that job.

The assignment of employees who elect option A takes precedence over outstanding transfer requests.

If after following the sequence referred to above, an employee cannot be reassigned, she may elect option B.

3. An employee who elects option A shall, within the following five (5) working days, be

offered other work in the bargaining unit.

4. An employee who elects option A and who is assigned to another job:
  - A) Foregoes her right, for the duration of the temporary assignment, to the provisions of Articles 10 and 23 of the Collective Agreement between the parties, and
  - B) Shall choose her vacation and SDOs in her former office as if she still occupied her former position in that office.
5. An employee who elects option A, who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position or to exercise option B. If she elects option B before reporting to her new position, she will stay in her original position until option B takes effect.
6. An employee who elects option A who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her immediately prior to her reassignment.

Leave of Absence (without pay)

7.
  - a) In order to be eligible to receive the leave of absence referred to in paragraph 1 B) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five (5) days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.
  - b) An employee who is on a leave of absence referred to in paragraph 1B) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time she first made an election under paragraph 1. Such reinstatement shall be made within five (5) days of a request by the employee.
8. In addition to paragraph 7, employees who are eligible to, and wish to apply for, a maternity leave of absence pursuant to Article 32 of the Collective Agreement must do so in accordance with the provisions of that Article. (For greater clarity, this means that an employee must make the application required in Article 32 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 B).

General

9. The parties agree that any contestation concerning the interpretation, administration or operation of this understanding shall be resolved by reference to the grievance and arbitration procedures set forth in the Collective Agreement between the parties.
10. The Company and the Union shall act in a fair and reasonable manner when carrying out the provisions of the Memorandum of Agreement.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

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**For the Union**

Alain Portelance

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**ALTERNATIVE WORK WEEK OPTIONS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

This is to confirm our agreement with respect to the implementation of compressed work week schedules for Full-Time employees covered by the Clerical and Associated Employees' Collective Agreement.

**Approval**

Approval to implement an alternative work week option in any part of the Company's operations may be granted by local management in accordance with departmental directives based on business requirements. This option can be implemented for an individual employee, or for a group of employees, provided that employee participation is voluntary. The Company agrees that approval to implement an alternative workweek will not be unreasonably withheld.

**Scheduling Options**

Where approval to implement an alternative work week option has been granted, the scheduling conditions of the alternative workweek shall be mutually agreed upon prior to implementation.

**Four Day Work Week**

The basic hour of work per day shall be nine (9) hours. The basic hours of work per week shall be 36 hours on the basis of a four- (4) day week.

**Five, Four (5,4) Work Week**

The basic hours of work per day shall be eight (8) hours. The basic hours of work per week will be averaged over a two-week pay period on the basis of nine (9) days totaling 72 hours (based on a two week schedule comprising five (5) days in one of the weeks and four (4) days in the other).

**Working Conditions**

The Working conditions applicable to employees working an alternative work week shall be those contained in the Collective Agreement currently in force between the parties, except where such conditions are governed by the provisions of this Memorandum of Agreement.

When dealing with a single day off in an alternative workweek, different options for pay treatment could be considered and any such options must be by mutual agreement.

**Duration**

The duration of an alternate work week schedule shall be determined by mutual agreement between the parties.

**Right to Discontinue**

Participation may be terminated by either the Company or the employee upon fourteen (14) days notice.

**ALTERNATIVE WORK WEEK OPTIONS**

**CLERICAL & ASSOCIATED EMPLOYEES**

The following changes to the provisions of the Collective Agreement currently in effect between the parties shall apply exclusively to Full-Time Employees working an Alternative Work Week.

COLLECTIVE AGREEMENT PROVISION	ALTERNATIVE WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><b><u>DEFINITIONS – ARTICLE 9</u></b></p> <ul style="list-style-type: none"> <li> <p><u>Day Period</u> 9.01 (n)</p> <p>"Day Period" means the period of time between 6:00 A.M. and 6:00 P.M. on any day.</p> </li> <li> <p><u>Off-Normal Period</u> 9.01 (o)</p> <p>"Off-Normal Period" means the period of time between 6:00 P.M. of one day and 6:00 A.M. of the following day.</p> </li> </ul>	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>

COLLECTIVE AGREEMENT PROVISION	ALTERNATIVE WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><b><u>HOURS OF WORK - ARTICLE 18</u></b></p> <ul style="list-style-type: none"> <li>• <u>Premium Pay for Change in Tour of Duty 18.17 (a)</u></li> </ul> <p>If an employee is given less than six (6) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 18.18 and 18.19, 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 six (6) days notice requirement.</p>	<p>Status quo.</p> <p><u>Note:</u> This provision shall only apply while working on an alternative work week; it shall not apply at time of transition (i.e., going from regular schedule to alternative work week or vice versa).</p>	<p>Status quo.</p> <p><u>Note:</u> This provision shall only apply while working on an alternative work week; it shall not apply at time of transition (i.e., going from regular schedule to alternative work week or vice versa).</p>



COLLECTIVE AGREEMENT PROVISION	ALTERNATIVE WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><b><u>HOURS OF WORK - ARTICLE 18 (Cont'd)</u></b></p> <ul style="list-style-type: none"> <li> <p><u>Basic daily – Full-Time</u> 18.01</p> <p>The basic hours of work per day for a full-time employee shall be 7 ½ hours, except as provided in Section 18.02.</p> </li> <li> <p><u>Basic weekly – Full-Time</u> 18.02</p> <p>The basic hours of work per week for a full-time employee shall be 36 hours on the basis of five (5) day week.</p> <p>However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totaling 72 hours.</p> </li> <li> <p><u>SDO - Full-time</u> 18.03 – 18.07</p> <p>(SDO Provisions)</p> </li> </ul>	<p>The basic hours of work per day for a full-time employee shall be nine (9) hours.</p> <p>The basic hours of work per week for a full-time employee shall be 36 hours on the basis of an alternative work week.</p> <p>These Sections are not applicable, as full-time employees working an alternative work week will not qualify for SDOs.</p> <p><u>Note:</u> Therefore, employees will be required to schedule their <u>remaining SDOs</u>, from current and previous periods, prior to working on an alternative work week.</p>	<p>The basic hours of work per day for a full-time employee shall be eight (8) hours.</p> <p>The basic hours of work per two-week (2) pay period for a full-time employee shall be 72 hours on the basis of nine (9) days in a two-week (2) pay period.</p> <p>These Sections are not applicable, as full-time employees working an alternative work week will not qualify for SDOs.</p> <p><u>Note:</u> Therefore, employees will be required to schedule their <u>remaining SDOs</u>, from current and previous periods, prior to working on an alternative work week.</p>

COLLECTIVE AGREEMENT PROVISION	ALTERNATIVE WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><b><u>DAILY/WEEKLY OVERTIME - FULL-TIME-ARTICLE 19</u></b></p> <ul style="list-style-type: none"> <li>19.01</li> </ul> <p>For a full-time employee overtime means the time worked:</p> <p>(a) in addition to 7 ½ hours of work on any day, or</p> <p>(b) on a day outside her scheduled work week.</p> <p><b><u>HOLIDAYS (Days off with pay) – ARTICLE 20</u></b></p> <p>20.13 – 20.15</p> <p>(Two (2) days off with pay)</p>	<p>For a full-time employee overtime means the time worked:</p> <p>(a) in addition to nine (9) hours of work on any day, or</p> <p>(b) on a day outside her scheduled work week.</p> <p>These Sections shall not apply to employees working on an alternative work week.</p>	<p>For a full-time employee overtime means the time worked:</p> <p>(a) in addition to eight (8) hours of work on any day, or</p> <p>(b) on a day outside her scheduled work weeks.</p> <p>Under these Sections employees will be entitled to one (1) day off with pay. This day off with pay shall be scheduled in accordance with subsection 20.14 (a).</p>

**General**

The parties agree that the provisions of Articles 14 and 15 of the Collective Agreement currently in force between the parties shall be used for the purpose of processing any contestation regarding the interpretation or administration of the terms and conditions applicable to the employees working on an alternative work week basis. It is further agreed that any such contestation shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

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**For the Union**

Alain Portelance

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## **VOLUNTARY PROGRAMS OF REDUCED HOURS**

### **MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**UNIFOR**

### **REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

The parties agree that, where a Voluntary Program of Reduced Hours exists, an employee classified as Regular Full-Time may, subject to the conditions expressed in this Agreement and to the conditions set forth in any applicable Company practice, elect to be reclassified as a Regular Part-Time Employee for a period of time agreed to by the employee and her manager, with a guarantee of reclassification to her Regular Full-Time classification following the expiration of the agreed period.

#### **Implementation of a Program**

Whenever it is appropriate, in the judgment of the Company, to implement a Voluntary Program of Reduced Hours, the appropriate Vice-President or equivalent or the next higher level of management, as the case may be, will, following notification to the Union, circulate to the groups concerned within his area of responsibility, a notice advising of the Program's availability and requesting that eligible employees who are interested in being reclassified submit their request within a specified time period.

An eligible employee who elects to be voluntarily reclassified shall reach an understanding with her immediate manager regarding the duration, location, work assignment and conditions applicable to such reclassification to a part-time position. The responsibility for the administration for the program remains with the originating VP or equivalent irregardless of where the position is being offered to the employee. Once the manager and the employee have come to an understanding, the terms and conditions of such shall be confirmed to the employee in writing and a copy shall be given to the Steward(s).

#### **Short Term or Long Term Options**

An employee's participation in a Voluntary Program of Reduced Hours shall be for the period of time set forth in the applicable Program. However, where an employee has been declared surplus, her participation in the Program shall end coincident with her placement.

A program may include short-term or long-term options, or a combination of the two.

Opting in or opting out of a Program shall only be by mutual consent.

The selection of employees will be in order of an employee's net credited service date.

### **Short-Term Option**

The Short-Term Option is for a period of not less than one (1) month but not to exceed a maximum duration of 12 months.

At the expiration of the agreed period, the employee participating in a Program shall be reclassified to her previous Regular Full-Time classification.

### **Long-Term Option**

The Long-Term Option is for a period exceeding 12 months.

The reclassified employee may, every year, during the period of this option, request in writing to be reclassified to her previous Regular Full-Time classification. Such request shall be made on the anniversary date of the employee's reclassification.

The Company shall have up to six (6) months to honour the employee's request.

### **Salary and Working Conditions**

An employee who is reclassified as a result of a Voluntary Program of Reduced Hours will be paid as a Regular Part-Time employee and will be subject to the working conditions normally provided to the Regular Part-Time employees, with the exception of those conditions that were covered in the written confirmation to the employee. In addition, where an employee changes work location due to her participation in a Program, the provisions of Article 23 shall not apply.

Prior to an employee's reclassification to Regular Part-Time, under the terms of a Voluntary Program of Reduced Hours, management shall schedule all the remaining portion of her scheduled days off (S.D.O.) entitlement.

### **General**

The parties agree that any contestation, regarding the interpretation or administration of this Agreement shall be processed in accordance with Sections 14.06 and 14.07 and subsection 14.07 (b) of the grievance procedure contained in the Collective Agreement. The written statement of position provided by the Grievance Committee, under subsection 14.07 (b) shall constitute a final and binding settlement of the matter.

This agreement shall remain in full force and effect during the term of the Collective Agreement.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

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**For the Union**

Alain Portelance

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## **WORKFORCE ADJUSTMENT PROGRAM**

### **MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**UNIFOR**

**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

This is to confirm our agreement and to reflect our discussions which were held concerning the force adjustment and lay-off provisions found in the Collective Agreement, with respect to the process to be implemented for dealing with workforce issues during the term of the Collective Agreement.

This workforce adjustment plan is a tool to be used when there is a need for a reduction of staff levels and to meet the challenges of an increasingly competitive marketplace. In order to respond to the impact of workforce adjustment, the parties agree to a fair and equitable treatment of surplus employees.

Key features of the Workforce Adjustment Plan include:

#### **Management of Surplus**

The Workforce Adjustment Plan guidelines were developed during bargaining, and include the following: controls on hiring, on reclassification to Regular status, on the continued employment of Temporary and Regular Term Employees and on the placement of Company employees from outside of the Clerical and Associated bargaining unit; and the offering of as many voluntary measures as possible.

If following the application of the Workforce Adjustment Plan guidelines there remains a surplus of Regular Employees, the Company will offer the displacement procedure set out in this Agreement to all surplus Regular Employees.

#### **Separation**

Where after the application of the above-described process, there remains surplus employees, they will be treated as follows:

- 1) Any surplus employee 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 A to this Agreement,

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 A to this agreement.

2) 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 1 a) or 1 b).

Whenever an employee fails to select one of the above-mentioned options, she shall be placed on lay-off in accordance with 1 a).

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

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

**Displacement procedure**

In the case of a surplus Regular Employee, the Company will attempt to place the employee into 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 days familiarization period, and provided that such assignment can be made without displacing a more senior employee:

- by displacing the most junior employee in the same or other department within the same or other localities in the following order:

Step 1	Same Salary Group	Same Department	Same Locality
Step 2	Other Salary Group	Same Department	Same Locality
Step 3	Same Salary Group	Other Department	Same Locality
Step 4	Other Salary Group	Other Department	Same Locality
Step 5	Same Salary Group	Same Department	Other Locality
Step 6	Other Salary Group	Same Department	Other Locality

**Notes:** 1. A Regular Employee who has been displaced under Steps 1,2,5 and 6 of the above process may displace the most junior Regular Employee on the same occupational title within the same department and locality, provided that such assignment can be made without displacing a more senior employee.



2. An employee who declines a placement into a position as provided by the above process shall be offered a lay-off allowance as described in Attachment A.

### **Employment relocation assistance**

Subject to the employment relocation assistance program available at the time through our Human Resources department, Expertech will offer assistance to laid off employees.

### **General**

It is understood that where an employee is placed into a lower-rated job as a result of the measures contemplated under this Agreement, she 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 Attachment A of this Agreement may be processed in accordance with the provisions of Articles 14 and 15 of the Collective Agreement.

### **Duration**

This agreement shall come into effect on February 26, 2007, and expire at the end of this Collective Agreement.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

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**For the Union**

Alain Portelance

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**SENIORITY – TIE BREAKER**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**UNIFOR**

**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

The parties have agreed to the following for the purpose of seniority tiebreaker, based on Article 10. If two or more employees have the same net credited service date, the parties have agreed to determine the seniority in the following order:

- The employee occupying her present position the longest shall be deemed to have the most seniority.
- The employee with the lowest employee number (starting with the last three digits\*) shall be deemed to have the most seniority.

The method of breaking a tie using employee number applies to all employees hired on or after May 9<sup>th</sup>, 2003, and to current employees with a net credited service date of January 1, 1998 onwards.

\*In the event that a tie occurs using the last three digits of the employee number, then the last four digits of the employee number will be used.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

**For the Union**

Alain Portelance

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**JOINT APPEAL COMMITTEE (JOB TITLES)**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

This is to confirm our understanding, reached during bargaining, regarding the continuance of the Joint Appeal Committee.

The parties agree to the continuance of a Joint Appeal Committee consisting of two (2) Company representatives, and a minimum of two (2) up to a maximum of four (4) Union representatives from the bargaining unit. In addition, a National Representative of the Union and the Director - Human Resources, or designate, may attend these meetings in an advisory role.

The Committee's sole function will be to review the outstanding appeal discussed during bargaining as stated below:

- group appeal from Associates, Sales and Service Support

The Committee will conduct any additional investigation as necessary, on the job title and/or salary group to be assigned to the job that has been appealed and remains outstanding. The Committee will jointly advise the involved parties of the final decision. The Committee will endeavour to reach a conclusion within 90 days of the signature of this Collective Agreement, unless the parties mutually agree to extend this timeline to a later date. After rendering a decision in the outstanding appeal, the Committee will dissolve and cease to exist.

The Company shall pay for reasonable expenses of employee representatives, necessary for their work on the Committee.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

**For the Union**

Alain Portelance

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**OUT OF COUNTRY ASSIGNMENTS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

WHEREAS the parties recognize the competitive challenges associated with the ability of the Company to pursue and secure new business opportunities outside of Canada, and

WHEREAS the parties also recognize that the Company needs the flexibility to determine the appropriate method of providing services in such circumstances, the above parties hereby agree as follows:

1. Where the Company decides to use members of the bargaining unit to provide services outside of Canada, these assignments shall be strictly voluntary.
2. In the selection of employee volunteers, the Company will give first consideration to the most senior employees who volunteer from that occupation at the work location(s) from which the transfers are to be made, and who have the necessary qualifications, providing the remaining employees at the work location have the necessary qualifications to do the work required.
3. The employee's voluntary assignment to a special project outside of Canada shall be considered a temporary transfer and shall be for the duration of the project. It is the Company's intention that on completion of the temporary transfer the employee shall be returned to her former position and work location. It is understood that such return will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, the former position at the former work location is not available. However, in order to enable a more senior employee who is on temporary transfer to return to her former work location, the Company agrees to displace an employee with less seniority in the same occupation at that work location.
4. While on such assignments, employees shall be subject to all provisions of the Collective Agreement except for Articles 18, 19, 22, 23 and the Memorandum of Agreement on Workforce Adjustment

Program which shall not apply, and for Articles 5, 11, 13, 14, 20 and 21 which shall apply only as modified below.

5. With respect to Article 5, section 5.01 (a) shall apply providing there is a Union Steward available at the location. In the event that a Union Steward is not available at the location, the employee may confer with her Union Steward via a telephone call of reasonable duration.
6. With respect to Article 11 and the Memorandum of Agreement on Workforce Adjustment Program, in the event that a force adjustment or lay-off takes place, the employees shall be treated as belonging to their former position and work location prior to their temporary transfer.
7. With respect to Article 13, section 13.02 (a) shall apply providing there is a Steward available at the location. In the event that a Steward is not available at the location, the Company undertakes to advise the employee's Steward as soon after as possible, as per section 13.02 (b).
8. With respect to Article 14, the time limits for initiating a grievance in accordance with section 14.01 shall be extended to 30 days after the employee's scheduled return to her former position.
9. The provisions of Article 20 shall apply only to the extent that an employee's entitlement to the holidays and days off with pay shall continue; however, the granting of such days may be deferred to a time convenient to the employee and the Company upon the employee's return from the temporary transfer.
10. With respect to Article 21, an employee will not be entitled to take any vacation during her temporary transfer, regardless of the original scheduling of her vacation. Vacations so missed shall be rescheduled at the employee's earliest convenience, subject to service requirements.
11. The basic hours of work for an employee on temporary transfer shall be as established by the Collective Agreement.
12. Benefit coverage will be provided as required by the Company to ensure that an employee will not suffer a decrease in coverage while on temporary transfer.
13. All working conditions applicable to a particular project, which are not covered by this Memorandum of Agreement, shall be identified prior to requesting volunteers. The Company agrees to initiate a meeting with

the appropriate National Officer of the Union, or her delegate, in order to consult on the working conditions applicable to the project in question. The Company shall meet with the appropriate National Officer of the Union, or his delegate, during the months of January, April, July and October of each year to review the working conditions for the projects that may be coming up during the quarter. The Union agrees to make its representations to the Company expeditiously.

14. An assignment outside of Canada of less than 5 days shall not be governed by the terms of this Memorandum of Agreement but shall remain governed by all the provisions of the Collective Agreement.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

**For the Union**

Alain Portelance

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**JOB POSTING PROCEDURE, ADMINISTRATIVE PROCEDURE**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**UNIFOR**

**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

The parties have agreed that the mechanized job posting system, the Company email system and the Company Intranet will be used for the Company's job posting process as follows:

- Designated union representatives will receive notifications of any posting(s) at least 24 hours in advance of the posting(s);
- Posting(s) will be sent via Company email to all employees on a Wednesday;
- Posting(s) will be placed on the Company Intranet on the same Wednesday they are sent to all employees via Company email;
- The existing mechanized job posting system (800#) will remain active and accessible to employees and job posting(s) will be placed on that system on the same day they are sent via email and posted on the Company Intranet.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

**For the Union**

Stéphane Martel

Alain Portelance

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**JOINT UNION MANAGEMENT MEETINGS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

The parties agree to the establishment of semi-annual Joint Union Management meetings to discuss various issues that are relevant to the parties. Specific regular agenda items to be addressed, among other issues, include the status of grievances, the cross billing of union time, etc.

The Company and the Union may each have up to three (3) representatives participating in the Joint Union Management meetings. One of the Union representatives shall be a National Representative.

The terms of reference for the Joint Union Management meetings will be developed at the time of the first meeting and will include such things as preparation of agenda, need for minutes, dates and location of meetings, etc.

Reasonable expenses of employee representatives necessary for their work for the Joint Union Management meetings shall be paid for by the Company, providing that approval to incur the expense has been provided in advance.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

**For the Union**

Alain Portelance

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**WORKFORCE DIVERSITY PROJECT**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**UNIFOR**

**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

1. The Company agrees to provide 12 temporary positions, each 6 months in duration, in Craft and Services for the purpose of improving the diversity of the C&S workforce and broadening career opportunities for female employees in the Clerical and Associated bargaining unit.
2. The Company agrees that
  - a. there will be no Regular Full Time employees in Craft and Services on lay-off from the headquarters where these temporary positions are located; and
  - b. there will be no Temporary Part Time employee in Craft and Services on a rehire list, as per Craft and Services article 9.04 (a), from the headquarters where these temporary positions are located.
3. The Company will seek female volunteers from the Clerical and Associated bargaining unit to fill these temporary positions. Where there are no female volunteers, male employees from the Clerical and Associated Employees bargaining unit may volunteer.
4. Clerical applicants must be meeting the basic requirements of their existing jobs.
5. In order to qualify for this project, applicants must meet the basic criteria as described in Appendix A for the occupations(s) for which they are applying.
6. If there are more applicants who meet the basic criteria than temporary positions, then the applicants, who meet the basic criteria, will be selected by seniority.
7. In order to be deemed successful at the end of the six month project, the candidate must be able to demonstrate the skills as described in Appendix B for the occupation that she has been

performing. Candidates who demonstrate those skills at the end of the six months will be deemed to be qualified should they apply for this occupation on a permanent basis within the following three years.

8. The Company agrees to provide the necessary classroom and/or on-the-job training and/or mentoring during the six months so that candidates with the ability to learn have an even chance to succeed.
9. The Manager and the Steward will meet with the candidate at the end of two months, four months and at the end of the project to ensure a clear understanding of progress and goals.
10. At the end of the project, a candidate will return to her position in the Clerical and Associated bargaining unit with no loss of seniority, unless she is deemed qualified and able to immediately fill the Craft & Services position permanently in accord with the Craft & Services Collective Agreement.
11. During the six month project, candidates will work under all the terms of the Craft & Services Collective Agreement and will temporarily move to the rate of pay in the Craft and Services Attachment C which is the closest higher hourly rate to their current rate of pay.
12. In the event that an equity move is made, as per the Craft and Services collective agreement, the wage treatment will be in accord with paragraph 11 above, and the conditions of paragraph 2 above will also apply.

## **APPENDIX A**

### **Basic Qualifications for Associates Interested in Applying for C&S Jobs**

**COE:**

- Normal colour vision
- Aptitude for using small tools, e.g. power drill
- Be able to work outside from time to time, e.g. DMS1U, Access Node (900 cabinet)
- Be able to work aloft, e.g. ladders and cable racks

- From time to time be able to work within underground confined spaces, e.g. ECMs.
- Able to work with others (Note: frequently work in pairs for extended periods of time.)
- Able to interact with Expertech customers.
- Be able to work varied shifts from time to time.
- May be required to travel outside the headquarters.
- Basic computer skills
- Able to read and follow written/verbal instructions.
- Valid Driver's license

**Splicer:**

- Normal colour vision and normal range of hearing (able to listen for tone while using testing equipment)
- Have aptitude for using tools
- Be able to work outside in all seasons of the year.
- Be physically fit, e.g. need to lift tools and boxes weighing up to 50 lbs, ladder weighing up to 75 lbs, pull items, shovel snow, etc.
- Able to work aloft and in confined spaces and in widely varying working conditions.
- Able to work with others (Note: frequently work in pairs for extended periods of time.), sometimes in confined spaces
- Able to read and follow written/verbal instructions.
- Valid driver's license
- Basic computer skills.
- May be required to travel outside the headquarters

**Line Technician:**

- Adequate level of physical fitness, including upper body strength, e.g. may be required to dig holes with a shovel, move a lasher weighing 40 –50 lbs, etc.
- Able to always work outside in all seasons of the year in varying conditions.
- Valid drivers license plus able to qualify for and obtain a D driver's license with airbrake endorsement at a later date)
- Able to work aloft and able to learn to work on spurs.
- Able to read and follow written/verbal instructions.
- Able to work with others, (note: frequently work in pairs or on crews on jobs)
- May work in confined spaces.
- Aptitude for using tools
- Able to learn, understand and apply safety procedures.

- Normal colour vision and normal range of hearing (able to listen for external speakers)
- May be required to travel outside the headquarters

## **APPENDIX B**

### **Skills, and Abilities Demonstration Required at the end of Six Months:**

#### **COE:**

- Reads and understands technical documents and work plans.
- Able to secure equipment bays to the floor, mount equipment, install super-structure
- Able to run and secure cables in accord with approved practices
- Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap and BNC connectors.
- Able to complete in a satisfactory and safe manner certain basic jobs independently, e.g. wire out DSLAM to frame, to the DSX panel and to the power bays.
- Demonstrates comfort at working aloft on ladders and cable racks or underground
- Availability to work shifts and remain away from home overnight
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, atmospheric tester, etc.
- Basic computer skills
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.

#### **Splicer:**

- Reads and understands technical documents and work plans.
- Learned basic splicing skill (joining telecommunications cable) and able to build and complete “c” work (dead cable) independently.
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct material for job, loading material onto truck, setting up job and has an understanding on sequencing the job.
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Carries share of load in the team, e.g. able to carry ladder independently,
- Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap

- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight

**Line Technician:**

- Carries share of load in the team, e.g. able to carry ladder independently, move the lasher independently as required, etc.
- Performs work procedures safely.
- Reads and understands technical documents and work plans.
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct basic material for job, loading material onto truck, setting up job and has an understanding on sequencing the job.
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

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**For the Union**

Alain Portelance

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**POTENTIAL SALE OF BUSINESS INVOLVING THE  
TRANSFER OF CLERICAL AND ASSOCIATED EMPLOYEES**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH  
AND  
UNIFOR**

**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

Expertech currently does not have any plans regarding a Sale of Business involving the transfer of Clerical and Associated Employees. However, should a sale of business, as defined in the applicable legislation, occur where a portion, or all, of Expertech is sold as a going concern, and which involves the transfer of Clerical and Associated employees, the Company will include in the terms of the sale the requirement for the purchaser to recognize Unifor as bargaining agent for the transferred employees and the terms of this Collective Agreement. Where, as a result of such sale of business, Clerical and Associated employees would be intermingled with the purchaser's employees, the criteria for determining successor rights outlined in the Canada Labour Code will be used.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

**For the Union**

Alain Portelance

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**CHANGES TO ARTICLE 25 SICKNESS ABSENCE AND BENEFITS**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**UNIFOR**

**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

The parties agree that any potential improvements made to Article 25 Sickness Absence and Benefits during the 2015 negotiations for the renewal of the Craft and Services Employees Collective Agreement will be implemented for this Clerical and Associated Employees Collective Agreement.

For this reason, two (2) authorized bargaining representatives from the Clerical and Associated Employees bargaining unit, one (1) from Ontario and one (1) from Quebec, will be granted a maximum of one (1) day off work during their scheduled working hours, without deduction of wages, to attend the 2015 Craft and Services employees bargaining caucus when Article 25 is being reviewed.

Signed at Ottawa this 4th day of December 2014.

**For the Company**

Stéphane Martel

**For the Union**

Alain Portelance

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The following Letters of Intent are provided solely for information purposes and shall not be construed as forming part of this Collective Agreement



## **INDEX**

<b>Letters of Intent</b>	<b>Page</b>
Utilization of External Human Resources	95
Workforce Diversity	96
Job Posting Procedures	98
Joint Review Committee (Job Posting Process)	99
Benefit Plans	101
Pension	102
Appropriate and Safe Return to Work	103
Changes to Company Policy	104
Seasonal Leave with Income Averaging	105



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

**Subject: Utilization of External Human Resources**

Dear Mr. Portelance,

This is to renew our understanding applicable to the Clerical and Associated Employees' bargaining unit regarding the utilization of external human resources.

It is the Company's policy, whenever there is a requirement:

- for specialized skills, equipment and/or professional expertise, which is not normally performed or available within the Company or not available within the time frame required;
- to handle work which could otherwise result in an uneconomical drain on skilled employees;
- to temporarily supplement or replace work or services normally provided by existing employees;

to resort to using external human resources to perform work or provide services required to meet its commitments and responsibilities to the public.

Each quarter the Director of Operations for each region shall meet with the appropriate National Representative and a member of the bargaining unit, selected by the Union from that region, to discuss and review the use of contractors for clerical support and concerns within his/her organization. Reasonable expenses and time of employee representatives necessary for their attendance at such meeting shall be paid for by the Company.

Yours truly,

Stéphane Martel  
Director - Human Resource



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Workforce Diversity**

Dear Mr. Portelance,

This is to renew our understanding related to Employment Equity and Diversity reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

### **Vision**

The Company and the Union are committed to fostering diversity and fairness in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential. Expertech's goal is to achieve a diverse workforce that reflects the community from which it is drawn and to give our Company a distinct competitive advantage.

### **Joint Committee**

The parties agree to maintain a Joint Corporate Employment Equity and Diversity Committee, whose purpose shall include, but not be limited to, the following:

- a) Sponsoring and supporting activities that help achieve the vision.
- b) Helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way.

- c) Making recommendations to appropriate forums or departments in the Company.
- d) Identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn.
- e) Communicating the committee's activities to employees.

The information made available by the Company and identified as being confidential shall remain confidential and be used only to carry out the Committee's activities, and cannot be used for any other purpose.

The membership of the committee shall be determined by mutual agreement. The meetings of the committee will be held in conjunction with the schedule set out in the Letter of Intent on Workforce Diversity in the Craft and Services Employees Collective Agreement.

Yours truly,

Stéphane Martel  
Director - Human Resources



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Job Posting Procedures**

Dear Mr. Portelance,

This is to confirm our understanding, reached during Joint Committee meetings on the Job Posting Procedure for Clerical and Associated employees, regarding the Job Posting Procedures.

1. With regard to the Job Posting Procedures Memorandum of Agreement, which has been incorporated into this agreement in Article 24, "meets job requirements" shall mean that the employee is meeting the basic requirements of her job, is not on interim review and is, in her general performance, satisfactory. For example, an employee will not be disqualified for reasons of one or two absences, one or two lates, or one or two minor quality defects.
2. It is understood that job qualifications will bear a reasonable relationship to the basic requirements of the job opening and it is further understood that qualifications for jobs of the same type will not be dissimilar.

Yours truly,

Stéphane Martel  
Director - Human Resources



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Joint Review Committee (Job Posting Process)**

Dear Mr. Portelance,

This is to confirm our understanding, reached during Joint Committee meetings on the Job Posting Procedure for Clerical and Associated employees, regarding the establishment of a Joint Review Committee.

The parties agree to the establishment of a Joint Review Committee consisting of two (2) Company and two (2) Union representatives from the bargaining unit. In addition, a representative from the Company and a National Representative from the Union are entitled to participate in these meetings. The Committee will have a mandate to:

- Consult with Union and Company representatives, when requested, on Step 2 cases related to the application and interpretation of the Memorandum of Agreement on the Job Posting Procedure, which has been incorporated in Article 24 of this agreement;
- Monitor the Job Posting Procedure, making adjustments, as it deems necessary, to those procedures. It is understood that the Joint Committee shall not have any power to alter or change any of the provisions of the Collective Agreement or the Memorandum of Agreement on Job Posting Procedure, or to substitute any new provisions for any existing provisions;
- Recommend any modifications it considers necessary to the existing provisions of the Collective Agreement for consideration by the parties during bargaining.

The Committee shall set its own schedule of meetings. The Company shall pay for reasonable expenses of employee representatives, necessary for their work on the Committee.

It is agreed that either party may, after it has been heard at Step 2 of the Grievance Procedure, refer a case involving the reasonable accommodation of a Company employee as provided in the Job Posting Procedure Memorandum of Agreement to the Joint Review Committee for its examination and discussion. The Joint Review Committee will advise the interested parties of its recommendation regarding the resolution of the case.

Yours truly,

Stéphane Martel  
Director - Human Resources



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Benefit Plans**

Dear Mr. Portelance,

This is to confirm that any further changes to core Health and Dental benefit plans will be done in consultation, and in agreement with the Union, who shall not unreasonably withhold its agreement.

The Company commits that the adjustments shall not reduce the aggregate level of benefits available to the employees covered by the Collective Agreement.

Regards,

Stéphane Martel  
Director - Human Resources





December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Pension**

Dear Mr. Portelance,

### **PENSION PLAN**

Any employee hired or rehired after the date of ratification (February 26, 2007) shall participate in the Company's Defined Contribution Pension Plan.

Any current employee shall have the opportunity to move from the current Defined Benefit Pension Plan into the Defined Contribution Pension Plan. This election must be made within sixty (60) days following the date of ratification (February 26, 2007). Otherwise, current employees shall remain in the Defined Benefit Pension Plan subject to any other opportunities the Company may offer.

### **PENSION DISCUSSIONS**

Notwithstanding the provisions of Article 25.03 of the Collective Agreement, the Union and the Company agree to discuss alternative pension options, including post retirement benefits after any potential changes to the Bell Pension Plan.

Any changes to benefits will be reviewed with the Union and shall be subject to agreement between the parties

Yours truly,

Stéphane Martel  
Director - Human Resources



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Appropriate and Safe Return to Work**

Dear Mr. Portelance,

Further to the proposal of the Union during negotiations, it is agreed that the Company and the Union shall implement a joint committee to monitor the return to work of employees in accordance with the document presented by the Union and recognizing the potential involvement of third parties involved in claims management issues.

Yours truly,

Stéphane Martel  
Director - Human Resources



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Changes to Company Policy**

Dear Mr. Portelance,

Further to the proposal of the Union during negotiations, the Company recognizes the benefit of keeping effective communication channels open with our employees and the Union regarding changes in written Company policies. In this spirit, the Company will make its best efforts to advise the Union and our employees, in writing, of changes to written Company policies prior to such changes going into effect.

Yours truly,

Stéphane Martel  
Director - Human Resources



December 4, 2014

Mr. Alain Portelance  
National Representative  
UNIFOR

Subject: **Seasonal Leave with Income Averaging**

Dear Mr. Portelance,

This is to confirm our understanding reached during bargaining for the renewal of the Clerical and Associated employees Collective Agreement.

A seasonal leave with income averaging will be offered to Regular Full-Time employees subject to mutual agreement between the Company and the employee. The following conditions shall apply.

OPTION A - 90/10 Seasonal Leave

- the period of time not worked will be 5 weeks and 1 day.

OPTION B - 80/20 Seasonal Leave

- the period of time not worked will be 10 weeks and 2 days.

## GENERAL

The period of time not worked may be taken in one or two blocks of time within the one-year income averaging period, subject to the needs of the business. The one-year income averaging period must begin sometime during the duration of the Collective Agreement.

The normal Company practices associated with seasonal leaves will be applicable. Service credits will be granted for the entire leave.

Pensionable employment granted for pension-calculation purposes for time not worked will be limited to the maximum allowed by law.

Pensionable earnings will be based on 100% (and not 90% or 80%) of full-time basic salary during the period of leave.

Yours truly,

Stéphane Martel  
Director - Human Resources

The following Memorandum of Agreement is included in this agreement solely for the sake of historical reference.

**PENSION (FORMER NORTEL EMPLOYEES)**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES**

WHEREAS the Company acquired part of the business of Nortel on May 26, 2000;

AND WHEREAS former Nortel employees became employees of the Company;

AND WHEREAS the parties previously entered into a Memorandum of Agreement regarding the transition of former Nortel employees who became employees of the Company to the Pension Plan that applies to the majority of other Expertech unionized employees (the "Pension Plan") and related issues;

AND WHEREAS only two (2) former Nortel employees remain employed within the Clerical and Associated bargaining unit at Expertech and the parties wish to update the Memorandum of Agreement to reflect Expertech's current and future obligations to those two (2) former Nortel employees;

THEREFORE the parties agree as follows:

1. The two (2) former Nortel employees are subject to the Pension Plan that currently applies to the majority of other Expertech unionized employees, subject to the following.
2. The two (2) former Nortel employees are grandfathered in relation to any "Retirement Allowance Plan" entitlement they may have had on May 26, 2000 under the terms and conditions of that Plan. This grandfathered entitlement is conditional on Nortel reimbursing the Company for this benefit and shall be capped at any entitlement the former Nortel employees had as of May 26, 2000.

Signed at Ottawa this 28th day of April 2011.

**For the Company**

Nathalie Beaudry

**For the Union**

Janice McClelland

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