

# **COLLECTIVE AGREEMENT**

**Between**



**THE COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 87-M  
SOUTHERN ONTARIO NEWSMEDIA GUILD**

**AND**

**ELECTRONIC LANGUAGE COMMUNICATIONS LTD.**

**MAY 15, 2012 TO MAY 15, 2017**

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## **Local 87-M History**

**Pay of \$30 a week for six days of work, arbitrary firings, salary cuts, and ridiculous schedules. That's what brought the Guild to the newsrooms of Toronto in the Dirty Thirties. And since then, SONG has been working hard to get a better deal first for newspaper and now for all media employees.**

**It seems odd now, but in the 1930's, working Canadians looked south of the border when they wanted strong, dynamic and progressive union representation. For news industry employees, the obvious choice was the American Newspaper Guild, founded in 1933 by a man who was then one of the most well-known columnists in North America, Heywood Broun.**

**While skilled craft workers such as printers and press operators had long been organized at most major papers, the union idea was new to reporters, editors, advertising sales staff, and circulation and clerical workers.**

**But a small group of Toronto newsroom workers -- many of them women, who were only a small minority of editorial staffers in those days -- brought the American Newspaper Guild to Canada in September 1936 with the daunting task of organizing the newsrooms of the four Toronto dailies then publishing.**

**The new local was called the Toronto Newspaper Guild, Local 87 of the ANG, and its first decade was largely a story of failure. With legal protections weak, publishers were able to get away with subtle and not-so-subtle pressure tactics in order to prevent unions from taking root. Even at the Toronto Daily Star, known as a friend of labour (and founded by striking printers in the 1890s) an attempt in the early 40s to negotiate a contract collapsed after the company demoted known union supporters and engaged in the kind of blatant intimidation that is outlawed today. The ANG revoked the charter of the Toronto local in 1943.**

**But the need and desire for a union didn't die. In 1948, the Toronto Newspaper Guild was resurrected and was able to demonstrate majority support in the Star newsroom. That meant it could be certified by the Ontario Labour Relations Board under newly enacted labour laws, with the result that the company was obliged to bargain with the union. The new union's first president was Beland Honderich, later to become publisher and part-owner of the Star. Honderich set the tone for this new union when he wrote in the first issue of the local union's newsletter "We are now trade unionists...members of that great body of men and women who have been striving for years to improve the living standards of Canadian workers...A union, if it is to be successful, must be representative...it must be democratic..." Those goals continue to motivate this union.**

**After several months of bargaining, the Guild's first contract in Toronto and indeed the first ANG contract in Canada was signed in April, 1949, containing the milestone pay rate of \$80 a week for reporters/photographers with five years of experience. The Star proclaimed itself on its news pages as the "first newspaper in Canada to establish the five-day, 40-hour week for editorial employees...it now becomes the first and only Toronto daily newspaper to pay its editorial workers time-and-a-half in cash for overtime."**

**The Guild was on its way. By 1953, the newsroom of the Toronto Telegram (a paper which eventually folded in 1971) was under Guild contract, and the Globe and Mail followed two years later. At the same time, other departments at the Star followed the newsroom into the union, so that the Guild soon represented advertising sales staff, circulation employees, delivery drivers and accounting clerks totaling almost 1300 members.**

**Other early Guild papers in Ontario were the Toronto edition of the Daily Racing Form, and the Brantford Expositor, whose mid-1950s unionization marked the local's first foray outside Toronto.**

**Employees made major gains in wages, benefits and working conditions in those early years, and were generally able to do it without having to resort to strike action. The very first strike in the young local's history took place at the Racing Form in July of 1951. It lasted all of 30 minutes. All 13 members went on strike when the employer refused to implement wage increases that had need negotiated. They returned to work with guarantees that all members would get their increases and they did. When the Guild's first major strike came, it was at a small paper, and it was a messy one.**

**Employees at the Thomson-owned Oshawa Times walked out in 1966 in a two-week strike that became one of the biggest Canadian labour battles of the era. While the strike involved only 35 employees, the courts granted a controversial injunction limiting picketing. That prompted a rebellion in the strong union town, and picket lines swelled to more than 1,000 with the support of other unions. When the local sheriff showed up to try to enforce the injunction, he was pelted with snowballs and beat a hasty retreat. Newspaper publishers were outraged, but the strike was settled very soon after. A second strike in Oshawa was also long and difficult in 1995 and created the local union's first strike paper operating in competition with the Times. At the end of the strike neither paper survived.**

**In 1955 the young local union had to confront the loss of one of its early activists and a former president A.O. (Alf) Tate, a Star photographer who was killed in a work accident. Tate and reporter Doug Cronk were assigned to report on a hurricane off the coast of Florida when their plane went missing. Their bodies**

were never found. The union honoured Tate by creating a journalism scholarship in his name. Originally, the scholarship was awarded to a needy grade 11 student who demonstrated ability and was selected by the Toronto School Board. Today the local maintains the A.O. Tate scholarship for a journalism student at Ryerson University in Toronto.

Fred Jones followed Tate as local union president. Jones left the local to work for the international union as a Canadian representative where he continued to work with local 87. He later returned to the local as Executive Secretary. His contribution to the union has also been recognized with an internal award. Every year a local activist is granted an educational subsidy in Jones' honour.

Co-operation between the Guild and other newspaper unions was one of the keys to the gains at the Toronto dailies in the 1950s, but the solidarity was strained in the wake of a disastrous strike by the printers (members of the International Typographical Union) in 1964. The printers at all three dailies took a stand against technological change, but Guild members continued working, and the papers continued publishing with the help of strikebreakers. The unionized printers never went back to work.

The late '60s and the 1970s were a more stable period for the union, as the Guild settled into perhaps a too-cozy relationship with the newspaper companies. Organizing of new groups was given little priority. The union, recognizing it was more than just a Toronto organization, changed its name in the late 70s to Southern Ontario Newspaper Guild, but made no serious effort to expand. The parent union, recognizing it had members outside the United States, changed its name from American Newspaper Guild to The Newspaper Guild. The early 1970s also saw the first major stirrings of Canadian nationalism within the union, as the Toronto Guild pressed with only minimal success for more Canadian autonomy within the international structure.

The local also had stable leadership through these years. Jack Dobson of the Globe and Mail served 8 terms as local president from 1959 through 1966 when he resigned to become a local union staff representative. Later, John Lowe of the Star led the union for 9 terms from 1976 through 1984. While a woman was not president until 1989 when Gail Lem was first elected, women played a key role in the union and its executive from the earliest days. Star reporter Judith Robinson was part of the 1939 organizing committee and women like Lillian Thain and Nadia Bozinoff also of the Star, Isabel Greenwood and Jean Pakenham of the Telegram and Margaret Daly of the Star all made fundamental contributions to the union's successes.

The 1980s saw a shakeup at SONG, as new officers were elected with a mandate to organize more workplaces and take a more aggressive approach to negotiations.

At the bargaining table this new approach saw the Guild's first strike ever at the Toronto Star, in 1983. The 1,500 SONG members were off the job for only four days, including a weekend, but the strike marked a turning point, and companies got the message that they couldn't take the union for granted. Meanwhile at the Globe and Mail, Guild employees took their first ever strike vote in 1982, also marking a new era in relations with the company. Those negotiations ended without a strike, and the Globe unit of SONG still has a strike-free record.

Organizing took off in the early '80s, with the Hamilton Spectator newsroom joining SONG and with the landmark organizing drive at Maclean's magazine, where editorial staff went on strike for two weeks in 1983 and gained their first contract. Maclean's part-time employees joined the union in 2005 and these two groups represent the only unionized operations in the Rogers Publishing empire. The Globe and Mail's outside circulation department and advertising staff also went union.

With those successes, news industry workers saw the benefits of unionization. By the mid-80s, editorial employees at the Metroland chain of non-daily papers joined SONG and bargained a contract that is seen as the pace-setter in the community newspaper sector. Soon employees of other non-dailies sought out SONG, and the union was expanding rapidly.

In the late 1980's, two of the largest non-union newsrooms in the province -- the London Free Press and Kitchener-Waterloo Record --joined SONG. This was followed by organizing at a number of small Thomson-owned papers. Following long and bitter -- but successful -- first-contract strikes at Thomson papers in Guelph and Cambridge, SONG was able to organize employees at Thomson outlets in Belleville, Chatham, Niagara Falls and Midland. Contracts at all these papers made major improvements in wages.

The 1980's also saw a move for the Guild offices to its current home at 1253 Queen St. E., just east of Leslie St. In 1984, SONG purchased the two-storey former Target air conditioning and heating contractor building for \$170,000. With the rapid expansion of membership and units, the former quarters on the ground floor and basement of a townhouse at 219 Jarvis St. had become cramped.

Despite layoffs and hiring freezes at many papers during the 1990s, SONG's membership continued to grow through organizing.

**B**ut throughout the period of expansion in the 1990's, the leadership of SONG became increasingly frustrated with the lack of attention and service that the Newspaper Guild's Washington head office was providing to Canadians. After a long and unsuccessful campaign for more Canadian autonomy within the Guild international, SONG members voted in 1994 to sever ties with The Newspaper Guild. Shortly afterwards, SONG affiliated with the Communications, Energy and Paperworkers Union of Canada (CEP), and is now Local 87-M of the CEP. The CEP is an all-Canadian union with more than 150,000 members and Canada's largest media union.

The Guild and the Star again did battle in 1992 during a one-month strike over the company's plans to contract-out its delivery department. The strike failed to stop the company's plans, but got a better deal for the laid-off employees.

In 1996, SONG's long-time president, Gail Lem of the Globe and Mail unit, was elected as the CEP's national vice-president of media, the top officer for the CEP's 15,000-strong media section, representing employees in print and broadcast across Canada. She was followed in that post by Peter Murdoch who is a former Hamilton Spectator reporter and SONG representative.

**D**espite restrictive labour laws passed by the Conservative government elected in Ontario in 1995, SONG has continued to organize, bringing in employees of ethnic community newspapers at Sing Tao Daily, Share, the Korea Times and the World Journal. In early 2002 a further 350 employees of the London Free Press chose union representation with SONG. Their Quebecor cousins in the Toronto Sun newsroom joined up in early 2003, followed closely by the Local's first broadcasting bargaining units at CHUM's New PL/WI/NX now known as the A Channel and Corus. Soon after pre-press employees at the Toronto Sun and editorial employees at the Ottawa Sun chose SONG. In addition, employees at the Stratford Beacon Herald advertising department and the Simcoe Reformer and the free daily Metro have joined SONG. By 2004, the Local represented media workers in newspapers, magazines, book publishing, television and specialty broadcasting, radio and internet: in recognition of this diversity, we changed the name of our Local to the Southern Ontario *Newsmedia* Guild.

In 2008, SONG expanded in a big way to the Ottawa area where we'd already organized the Ottawa Sun. Beginning in January, we added seven media units from the former Local 102-O, including the House of Commons broadcast/technical group, the Ottawa Citizen mailroom, the Winchester Press, the Glengarry News, the Pembroke Observer, TelAv and ELC. We now represent about 4,000 workers in all aspects of the media in Ontario and 35 different workplaces. The local and its members confront daily issues of media

concentration, editorial integrity, contracting out, job security, pensions and the declining circulation of paid daily newspapers.

The local has had, and continues to have, success in supporting its members on these issues because of the willingness of members to volunteer their time and use their energy and creativity. Some take time from their careers to work full-time as local president or on local staff. In addition, the local has been well served by the dedication of its staff hired from outside the membership. Men and women who have spent countless hours in the negotiation and administration of collective agreements and ensuring the infrastructure of the local functioned on a day-to-day basis.

Look elsewhere on our website, [www.song.on.ca](http://www.song.on.ca), for examples of SONG contracts which set out wages, vacations, hours of work, overtime and many other workplace issues. The site also provides the names of the dedicated local officers and staff who have served this union since its formation.



## **ARTICLE 1: PURPOSE**

- 1.01** The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the employees, the Union and the Employer and to set forth certain terms and conditions of employment affecting employees covered by this Agreement.

## **ARTICLE 2: RECOGNITION**

- 2.01** The Employer, Electronic Language Communications Ltd., recognizes the Communications, Energy and Paperworkers Union of Canada as the sole bargaining agent for all employees of the Employer in the Regional Municipality of Ottawa-Carleton
- 2.02** Whenever the male gender is used throughout the articles within this Collective Agreement, it is agreed that the feminine gender is an acceptable substitute whenever and wherever applicable.
- 2.03** The Employer agrees that if the existing operations covered by this agreement, or part thereof, are moved or otherwise transferred to a location outside the geographic area referred to in 2.01 above, this Collective Agreement shall thereupon also be applicable at the new location.

## **ARTICLE 3: UNION SECURITY**

- 3.01** It is a condition of employment that all employees in the bargaining unit shall become members of the Union within 30 days from the date of commencing employment, and shall, as a condition of employment, remain Union members in good standing.
- 3.02** There shall be no interference or attempt to interfere with the operation of the Union.
- 3.03** The Employer agrees to advise new employees that a collective agreement is in effect, and of the conditions of employment with regards to Union membership and the deduction of Union dues. The Employer will advise the employee of the name and location of the Local President and/or steward. The Employer agrees that a Union officer will be given an opportunity, within regular working hours and with no loss of pay, as soon

as practicable, to acquaint the new employee with the benefits and responsibilities of Union membership.

#### **ARTICLE 4: UNION DUES AND ASSESSMENTS; CEP HUMANITY FUND**

- 4.01** The Employer shall deduct weekly from the earnings of each employee covered by this Agreement and pay to the Union not later than the 10<sup>th</sup> day of each month all Union dues and assessments. Such dues and assessments shall be deducted in each pay period from the employees' earnings in accordance with a schedule provided to the Employer by the Union. Such schedule may be amended by the Union at any time. The Employer shall, when remitting dues and assessments to the Union, give the names of the employees from whose pay deductions have been made, and the amount of this deduction.
- 4.02** The Employer shall deduct from the earnings of each employee covered by this Agreement, and shall remit to the Union, \$5 every six months, to be contributed to the CEP Humanity Fund. Such contributions shall be noted as charitable deductions on the employee's T-4 slips. The Employer agrees to match the employee contributions to the CEP Humanity Fund.

#### **ARTICLE 5: INFORMATION**

- 5.01** The Employer shall provide the Union:
- a) Within 15 days of commencing employment for any new employee covered by this Agreement, information containing name, gender, date of birth, address, telephone number, date of commencing employment, classification and experience rating.
  - b) Within 15 days, reports of resignations, retirements, deaths, and any other revisions in the data listed above, with appropriate dates.
  - c) Within 90 days of expiry of this Agreement, complete salary information, including classification and seniority, of each employee covered by this Agreement.

## **ARTICLE 6: UNION RIGHTS AND ACTIVITIES**

- 6.01** The Employer agrees to recognize Union stewards to represent employees of the bargaining unit.
- 6.01** The Union shall keep the Employer notified in writing of the names of the Union stewards and any Union officers and the effective dates of their appointments.
- 6.02** Union Officers or Stewards may act as representative for the purpose of grievance representation.
- 6.03** The Employer agrees to recognize a negotiating committee comprised of employees of the bargaining unit to a maximum number of two (2). The members of the negotiating committee shall be entitled to a leave to attend preparatory and negotiating meetings. The Employer will only pay one (1) employee his regular hourly rate for the hours during which the latter participates in direct bargaining meetings in regards to the renewal of the collective agreement. The Employer agrees to provide an adequate number of copies of the Collective Agreement to bargaining unit members.
- 6.04** The Union stewards' first obligation is to the performance of his regular duties. Union stewards shall be entitled to leave their work during working hours to continue to be paid at their regular wages in order to attend meetings as provided for in the grievance procedure or other meetings called by management other than negotiations.
- 6.05** Grievance discussions between Union stewards and the Employer may take place outside the regularly scheduled working hours of the Union stewards, unless otherwise called by the Employer. In any case, a union steward will be paid his regular wages for attendance at such meetings if called by the Employer. Such hours will not contribute to daily or weekly overtime calculations.
- 6.06** The National Representative of the Union or his designate may attend any meeting between the Union grievance committee, and at the option of the Union, the grievor, and the Employer, as a member of the grievance committee. The National Representative or designate will be permitted access to the workplace. Such visits shall not unreasonably interfere with the work the employees are performing.

- 6.07** The Employer shall provide a bulletin board for the use of the Union at appropriate locations upon which the Union shall have the right to post notices relating to matters of interest to the Union and members of the bargaining unit.
- 6.08** No employee shall be disciplined for participation in any political action called for by the Communications, Energy and Paperworkers Union of Canada, the Canadian Labour Congress, the Ontario Federation of Labour, or the Ottawa and District Labour Council.

**6.10 Full-Time Union Officers**

**The Employer will grant an employee a leave of absence without pay or benefits to work in an official full-time capacity for the Union, the Canadian Labour Congress or the Ontario Federation of Labour. During this time period, the employee will continue to accrue bargaining unit seniority and advance on the wage grid. Pension plan service shall only accrue if the Employer's contributions are paid by the labour organization. The employee must give the Employer two (2) month notice in writing of such a leave, or of an election that may lead to the need for such a leave and, if operational concerns require it, up to two (2) weeks more notice after the election. No more than one (1) employee may be absent on this leave at any one time.**

**ARTICLE 7: CONTRACTING OUT, EXCLUDED PERSONS**

- 7.01** No permanent employee shall be displaced as a result of contracting out.
- 7.02** Management shall not perform bargaining unit work except in the case of instruction, investigation and experimentation, and when responding to an emergency.

**ARTICLE 8: STRIKE AND LOCKOUT**

- 8.01** There shall be no strikes or lockouts so long as this Collective Agreement continues to be in effect.

## **ARTICLE 9: NO DISCRIMINATION**

- 9.01** There shall be no discrimination, interference, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, ancestry, place of origin, colour, creed, political or religious affiliation, gender, pregnancy, physical or emotional disability, sexual orientation, sexual identity, marital status, family status, record of offences, membership or activity in the Union, or exercising any rights under this Agreement.
- 9.02** The parties agree that employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered by this Agreement.
- 9.03** The parties agree that in all applicable articles of this Agreement, the definition of spouse, husband, and wife shall include same sex partners.
- 9.04** The Employer agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

Cases of this nature will be jointly reviewed by the Employer and the Union on an individual basis.

By mutual agreement between the parties, provisions of this Agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.

Modified or alternate duties encompass any job, task, or combination of task or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform safely.

In consideration of accommodating a disabled employee, the following shall apply in the order listed below: First, the disabled employee's present position shall be considered for modification. Second, position within the disabled employee's classification shall be considered. Third, positions within the bargaining unit shall be considered. Fourth, positions outside the bargaining unit shall be considered.

Any alteration in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties.

**9.05** Where a member of the bargaining unit is injured or disabled while engaged in active duties in the course of employment with the Employer, the member shall be given the opportunity to participate in the following options:

- a) Temporary assignment to different duties
- b) Participation in a rehabilitation program designed to assist the employee to return to his/her previous duties
- c) A retraining program designed to qualify the employee for another position in the bargaining unit

The employee will continue to receive the same rate of pay during participation in a rehabilitation or retraining program.

**9.06** Workplace Diversity: ELC is committed to being an equal opportunity employer.

## **ARTICLE 10: NO HARASSMENT**

**10.01** All employees covered by this Agreement have a right to freedom from harassment in the workplace by the Employer, agent of the Employer, or by another employee. The filing of a complaint will not prejudice the job security or promotional opportunities of the complainant. All information and supporting witnesses relevant to a complaint shall be treated as privileged and strictly confidential.

Harassment means intimidation that is repeated and/or unwelcome, whether it be verbal, written or physical, and which:

- prejudices the complainant's job security, or
- undermines an employee's job performance, or
- is perceived on the part of the complainant to create a negative psychological or emotional state

For the purpose of clarity, those acts that may constitute harassment may include, but are not limited to:

- unsolicited physical contact, pushing, grabbing, or other touching

- comments, looks or suggestions which might reasonably be found by the complainant to be unwelcome, objectionable, offensive, or to cause discomfort on the job
- persistent sexual or unfriendly propositions
- gender or ethnic-based insults or taunting

Normal social conduct between people based on mutual consent does not for those purposes constitute harassment.

Where an employee feels he/she is a victim of harassment, the employee shall:

- document particulars of the offensive acts
- advise the alleged offender that the acts complained of are unwelcome
- consider how the complaint may be proven by other evidence, including the testimony of others

Any employee may report a complaint of harassment to the Union or to the Employer. The Employer shall investigate any complaint of harassment and take appropriate action. If the situation is not resolved, it shall be dealt with under the grievance procedure, commencing at Step 2.

## **ARTICLE 11: NEW AND CHANGED JOBS**

**11.01** Prior to establishing a rate for a newly created job or for an existing job which has been substantially changed, the Employer agrees to negotiate with the Union the rate of pay for the new or changed job. Such negotiation shall occur prior to the rate of pay being installed. However, failing agreement on the new rate, the Employer shall install the new rate proposed by the Employer and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs. Upon final resolution, the rate to be paid will be retroactive.

**11.02** If the matter is referred to arbitration, the arbitrator may establish a fair and equitable rate for the job within the context of the job functions and salary rates contained in the present Collective Agreement.

## **ARTICLE 12: DISCIPLINE AND DISCHARGE**

**12.01** No employee covered by this Collective Agreement shall be disciplined in any manner, except for just cause.

- 12.02** In cases of discipline, the Employer shall provide written notice to the employee, with a copy to the Union, stating the reason for the discipline. In cases of suspension or discharge, an employee shall have the right have a Union steward present.
- 12.03** A claim by an employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step #2 of the grievance procedure, provided a written grievance signed by the employee and the Union steward is presented to the Employer within seven (7) calendar days after the discharge.
- 12.04** Employees shall have the right to review their personnel file, in the presence of a Union Steward if the employee so desires, once every calendar year, upon request. All disciplinary measures will be removed from the files of employees after a period of fifteen (15) months from the date the discipline was initially invoked provided that within that period no further discipline was applied for a similar incident.

### **ARTICLE 13: GRIEVANCE PROCEDURE**

- 13.01** Should any grievance arise between the Employer and the Union or an employee, such grievance shall be settled in the manner outlined in this Article. A “grievance” shall mean any difference relating to the interpretation, application, or alleged violation of any provision of this Collective Agreement.
- 13.02 STEP 1** – If an employee has any complaint, the employee shall first discuss the complaint with the Employer, and provide it in writing to the Employer, within 30 calendar days of the date when the cause of the complaint arose or within 30 calendar days from the date such cause should have been reasonably known to the employee. The employee may be accompanied by a Union steward to assist in the presentation. The Employer shall give a verbal and written decision to the employee and the Union steward within seven (7) calendar days of the date when the complaint was first taken up.
- 13.03 STEP 2** – If the complaint is not settled to the satisfaction of the employee and the Union at Step 1, the Union may within a further seven (7) calendar days immediately following the day



of actual receipt by the Union steward or the grievor of the decision, submit the grievance in writing to the Employer, along with a written request for a meeting between the National Representative of the Union and the Employer. The meeting must be held within **thirty (30) calendar days** immediately following the day of receipt by the Employer of the written request. The Employer shall provide a written reply to the Union within seven (7) calendar days immediately following the day of the meeting.

- 13.04** If the Union has a grievance which it wishes to discuss with the Employer, or if the Employer has a grievance which the Employer wishes to discuss with the Union, either the Union or the Employer shall present a grievance in writing within thirty (30) calendar days from the date on which the cause or grievance arose or within thirty (30) calendar days from the date such cause should have been reasonably known to the grievor. A decision in writing shall be given in reply to the grievance not later than seven (7) calendar days following the day on which the grievance was lodged.
- 13.05** Failing satisfactory settlement under the proceeding Articles, either party to this Collective Agreement may submit the grievance to Arbitration within thirty (30) calendar days after a decision has been given by the Employer or by the Union under this grievance procedure.
- 13.06** The parties will make every effort to strictly observe the time limits set out Article with respect to the grievance procedure. The parties may, by written consent, agree to extend or waive any time limit.
- 13.07** It is agreed that time limits for filing grievances as contained in paragraph 13.02 shall not apply to a grievance where an employee grieves that proper wages have not been paid or that proper reimbursement of expenses have not been received. The time limit for filing of such grievance will be one (1) year from the end of the pay period for which the employee claims that proper pay or reimbursement have not been made.

## **ARTICLE 14: ARBITRATION**

- 14.01** Where a decision has been made by either party to this agreement in accordance with Article 13.05 to submit the grievance to arbitration, they shall make such request in writing addressed to the other party to this Collective Agreement and the notice shall contain the name of one or

more prospective arbitrators. The recipient of the notice shall, within fourteen (14) calendar days, inform the other party that it is agreeable to one of the nominees or shall suggest other prospective names. Should the Employer and the Union fail, within fourteen (14) calendar days of the aforementioned reply or within such other mutually agreeable time to agree upon an arbitrator, an application may be made by either party to the Minister of Labour of the Province of Ontario requesting the appointment of an Arbitrator.

The Employer and the Union shall jointly and equally bear the fees and expenses of the Arbitrator.

- 14.02** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify, add to or amend any part of this Collective Agreement unless the Employer and the Union mutually agree.
- 14.03** The decision of the Arbitrator is final and binding upon the parties and upon an employee affected by it.

## **ARTICLE 15: SENIORITY**

- 15.01** An employee's seniority will be based on the employee's initial date of hire with the Employer.
- 15.02** All new employees shall be on probation for six months. On completion of the probationary period, the employee's name will be placed on the seniority list and his seniority shall be calculated from his date of hire. Discharge or lay-off of a probationary employee shall not be the subject of arbitration.
- 15.03** When a new job is created or a job becomes vacant and the Employer decides to fill this job, it will proceed in accordance with the following rules:
- a) the Employer will determine the title, the duties, the qualifications required, the hourly rate and the date on which the posting will end and include this information on the posting.
  - b) the job will be posted for five (5) days during the course of which employees wishing to apply may sign up in a space reserved for this purpose on the posting:

- c) the Employer reserves the right to temporarily fill the job for up to 30 days or any temporary openings that may arise for a duration of 30 or less, at its discretion, with the understanding that any advantage the incumbent filling said temporary opening might gain from so doing will not be considered:
- d) in filling the new or vacant job, the following factors will be considered:
  - i) skills, ability and qualifications:
  - ii) seniority:

and where the factors in i) are relatively equal, factor ii) shall govern. The position shall be awarded within 21 days of the end of the posting period.

- e) in the event that there is no successful applicant for such posted vacancy or newly created job, the Employer will be entitled to fill the vacancy as it desires.

**15.04** If it becomes necessary to reduce the number of employees in the bargaining unit, layoffs will take place in the following order:

- a) Temporary employees first;
- b) Probationary employees
- c) Regular full-time employees in inverse order of seniority

**15.05** In the event of lay-off, the Employer will provide notice of two weeks or notice as prescribed by law, whichever is greater. If the Employer elects to provide pay in lieu of notice, the laid off employee shall be paid an amount equal to his regular earnings, exclusive of overtime and any other premium payments, during the days equivalent to the length of time prescribed by law immediately preceding the day the employee was laid off.

**In addition to the notice period set out above the employer shall provide severance pay equal to the amounts set out in the Ontario Employment Standards Act.**

- 15.06** An employee who has received notice of lay off can, by virtue of his seniority, displace the employee with the least seniority in the classification of his choice regardless of pay levels, provided he possesses the skills required to meet the requirements of the job.
- 15.07** It is understood that prior to the implementation of a layoff, employees will be offered the opportunity to accept a voluntary lay-off from work in order of their Employer seniority, subject to operational requirements. If such a voluntary option is exercised, a return to work will only take place when the level of work returns to one which will allow a recall from layoff.
- 15.08** An employee, who as a result of a layoff, is assigned to a different classification than they previously performed, will receive if he so requested, orientation and training in his new classification as determined by the Employer. Said orientation and training will take place during working hours. Employees so reassigned will be subject to wage guidelines governing the reassigned classification.
- 15.09** An employee who is laid off from employment will retain the right to be recalled to employment in order of his seniority provided that the period of lay off does not exceed **24 months**. An employee will also have recall rights to his regular classification for a period not to exceed **24 months** from the time of displacement or layoff from his regular classification. No new employees will be hired so long as there are employees on the recall list, except if employees who have been recalled to a function paying a lesser wage have refused said recall.
- 15.10** Laid off employees will be placed on a recall list. Recalls will be made in order of seniority, provided that the recall occurs within the **24 months** mentioned in **15:09**. Recalls shall first be made by telephone and then by registered mail to the last address on the Employer's personnel records. A copy of the recall letter will be mailed to the Union.

It is understood that an employee can decline a recall to a position which is not a fulltime one, while not being subject to Article 15:14 d) for so doing and still retaining the first rights to a recall to a full-time opening.

- 15.11** It shall be the responsibility of the employee, or laid off employee, to notify the Employer, in writing, of any change in his or her address or telephone number. The Employer will provide the employee, or laid off person, with written proof of acknowledgement of said change at the time the Employer is informed of such change. Any notice mailed to the employee, or laid off

person, by registered mail, addressed to that person as per the Employer's current personnel records, shall be conclusively deemed to have been received by the employee, or laid off person, on the fifth (5<sup>th</sup>) day after it was sent, unless the notice is returned to the Employer by the Post Office, in which event, it shall be conclusively deemed to have been received by the employee on the date the Post Office stamps it for return to the Employer.

- 15.12** The Employer will be free to proceed down the recall list if the employee has not responded to a recall notice within seven (7) calendar days of issuance of the recall notice.
- 15.13** An employee who, for reason other than as a result of a layoff, is assigned to work outside his regular function will not be paid at a lesser rate of pay than he earned prior to assignment.
- 15.14** Seniority rights of an employee shall cease and the employee shall be deemed to be terminated for anyone of the following reasons:
- a) If the employee voluntarily quits his employment.
  - b) If an employee is discharged and such discharge is not reversed by the grievance procedure.
  - c) If for reasons other than illness or other satisfactory reason, the employee fails to report for work for three (3) calendar days on which he would normally be at work without notifying the Employer.
  - d) If for reason other than illness or other satisfactory reason to the Employer, a laid-off employee fails to return to work after recall within five (5) calendar days after receipt of notification by him at his address on the records of the Employer requiring him to return to work.
  - e) If for a period of **24 consecutive months** the employee does not perform any work for the Employer unless prevented from doing so for reasons of sickness or accident.
  - f) If the employee fails to return to work after the expiration of a leave of absence without justifiable cause.

## **ARTICLE 16: TRAINING**

- 16.01** All employees shall be trained on new equipment when such equipment is introduced. When training sessions are planned in Ottawa, other than the introductory slate of courses, the opportunity for training will be posted for a period of five (5) days. Non-probationary employees may apply for said training, in writing, to the operations department within five (5) days of the expiration of the posting. Interested employees will be selected on the basis of seniority provided they have successfully completed any and all prerequisites and have not previously taken the session. Non-probationary employees shall be limited to one (1) training session per calendar year unless opportunities in any given session are greater than the number of interested employees.
- 16.02** Such training shall take place during regular paid working hours. Training shall be conducted in order of seniority if the time frame does not allow all employees to be trained at the same time.

## **ARTICLE 17: HOURS OF WORK AND OVERTIME**

- 17.01** For all employees, the normal work week for purposes of scheduling, calculation of time worked and wages extends from one minute past midnight (00:01) Thursday to midnight (0:00) on the following Wednesday.
- 17.02** The Employer shall make every effort to schedule every permanent employee a minimum of 32 hours a week, in order of seniority.
- 17.03** Schedules shall be posted a minimum of one week in advance, recognizing that changes may occur.
- 17.04** The posted assignment schedule will establish the days of work, the day or days off, the holiday or holidays, the time at which the work day commences, and the time foreseen for the end of the work day. The employer will use its best efforts to schedule 2 (two) consecutive days off per week. To the extent weekends off are available they shall be distributed equitably among the employees within the classification.
- 17.05** During the following periods of time:
- a) last 2 weeks of December & the month of January;
  - b) the 2 weeks of March break;

- c) the week of Good Friday & the week of Easter Monday;
- d) the last week of June & the months of July and August;

the above 32 hour minimum will be reduced to a minimum of 24 hours of work per week for the purposes of this Article. Where there is insufficient work to provide any employee the minimum 24 hours of work during any of these periods, these employees shall be given the option to choose to be laid off for the duration of the time period.

Holidays set out in Article 19 herein, Vacations, and any leave of absence set out in this Collective Agreement shall be included in the minimum hours for scheduling purposes. As a consequence, minimum hours shall be reduced accordingly.

If the remaining work cannot be assigned so as to give the next most senior employee the prescribed minimum, then all the remaining work assignments may be assigned in the following order:

- a) among the remaining employees who have chosen not to be laid off;
- b) among employees on their day(s) off;
- c) among employees on lay off, however the Employer need only contact the laid off employees by telephone and need not send a letter or recall;
- d) by any other means.

Any overtime required shall be assigned as equitable as possible.

If all employees who have the necessary qualifications to execute the work available have been scheduled for 44 or more hours, the Employer may use other means to execute any additional work.

In cases where the assignment schedule is modified due to a new contract with a client, the employees affected by these changes will be notified before they have left work or not less than twelve (12) hours before the beginning of the rescheduled day of work, failing which, the hours worked which encroach on the twelve (12) hour advance notice will be paid an additional 0.5 times his hourly rate for each hour of such impingement.

**17.06** Employees called into work will be paid for a minimum of four hours.

**17.07** There shall be no split shifts.

- 17.08** During the course of his scheduled work day, an employee will be entitled to an unpaid meal break. The duration may either be one half ( $\frac{1}{2}$ ) hour or one (1) depending on operational requirements. The timing and duration of meal breaks will either be scheduled or determined by the requirements of the assignment.
- 17.09** When at an assignment, an employee is entitled to a longer meal break if he so desires and the assignment so allows. In these instances, only those hours actually worked will be paid. If an employee is absent from the assignment location, the time so absent will be considered as an unpaid meal break and will be so indicated on the time sheet. Timing and duration of meal breaks will be as determined by the requirements of the assignment.
- 17.10** For every four (4) hours of continuous work, an employee will be entitled to one (1) fifteen (15) minute paid health break taken as the requirements of the assignment permits.
- 17.11** An employee who has completed twelve and a half ( $12 \frac{1}{2}$ ) hours or more of continuous work, will be entitled to a meal allowance of twelve dollars (\$12.00).
- 17.12** Employees will be paid at the rate of time-an-a-half (1.5 times the regular rate if pay) for each hour during which they are required to work in excess of forty (40) regular hours during the same working week.
- 17.13** Traveling time by common carrier to and from an assignment outside of base city will be considered as time worked and will be paid at the employee's regular rate of pay, subject to a maximum of eight (8) hours per twenty-four (24) hour period. Traveling time, by common carrier, will not contribute to daily or weekly overtime computations.
- 17.14** Travelling time, to and from an assignment outside of base city, by Company vehicle, will be considered as hours worked and be paid accordingly.
- 17.15** It is understood and agreed that time spent at Employer sponsored training courses or seminars will be remunerated at the employee's regular rate of pay, subject to a maximum of eight (8) hours in a day and forty (40) hours in a week. It is further understood and agreed that all time spent travelling to and/or from such training activity will not be paid. All



time spent in training and traveling to and from training courses will not contribute to daily or weekly overtime computations.

- 17.16** It is understood that employees who require time off for personal matters may request such unpaid leave in writing no less than 14 days in advance and the Employer will respond in writing within twenty-four (24) hours of the receipt of said request. Where such a request is for a full day, the employee will not require to work from 00:01 AM on the day requested to 12:00 midnight on the same day. Emergency or last minute requests may be submitted at any time and the Employer will use its best efforts to accommodate the Employee.
- 17.17** During any calendar year, an employee will be able to bank pay for hours of overtime worked to apply it later in the year to cover time off taken without pay. The employee will make his intentions known to the employer in this regard on his weekly time sheet. Hours banked will be paid out to the employee upon request at any time during the year. At the end of the calendar year, any balance in the bank will be paid out to the employee.
- 17.18** If an employee is called back to work after he has left his workplace, he will receive call back pay of 4 hours paid at his regular rate of pay or time and one-half for all hours worked, whichever is greater.
- 17.19** When two or more types of overtime are applicable to the same hours of work only the higher rate of compensation shall be paid. In no case shall overtime be duplicated or pyramided. This article does not apply to articles 17.04 and 17.05.

## **ARTICLE 18: WORKING OUTSIDE THE BASE CITY**

- 18.01** Where referenced in this Article and elsewhere in this Agreement, “base city” shall mean the geographic area bounded on the north by the northern city limits of Hull. Gallene Street, on the south by the regional road #8, on the east by Trim Road and on the west by Palladian Drive.
- 18.02** Legitimate transportation costs, to a destination outside the area of the base city, authorized in advance by the Employer, will be reimbursed upon the presentation of receipts.

**18.03** The time an employee spends traveling between his residence and the location to which he is assigned to work within the base city will not be considered as time worked.

When an employee is assigned to work outside the base city, his traveling time will be calculated from the time of his leaving the office or for the duration of the time scheduled by a common carrier, (increased by one (1) hour in the case of a trip by plane and by one half ( $\frac{1}{2}$ ) hour in the case of a trip by train or bus) which he utilizes following authorization by management.

When an employee is assigned to work outside the base city and travels with his vehicle, his traveling time will be calculated from the time of his leaving the office or from his home whichever is closer to the assignment. Employees shall not be allowed to take Employer vehicles home.

**18.04** When an employee is assigned to work at a location outside the base city and has been authorized by the Employer to reserve overnight accommodations he will be entitled to a meal allowance as follows:

- Breakfast **\$10**
- Lunch **\$12**
- Dinner **\$32**
- \$54**

**The employer agrees that should they have the ability to increase the billing amount for meals with their client's, the employer will meet with the union to determine an increase to the meal allowance up to a maximum of \$65.00 total for the day, while maintaining the discussed level of administrative costs.**

**18.05** When an employee is assigned to a location outside the base city, and the employee requests an advance of the meal allowance, said allowance will be provided, subject to three (3) working days notice by the employee however such notice will be waived if the employee is advised with less than three (3) working days notice.

**18.06** When an employee is assigned to a location outside of the base city and meals are supplied by the client, are included in the cost of accommodations, or are included by the public carrier, no meal allowance will be paid. If due to working requirements and are approved by the

manager the employee does not have the opportunity to avail himself or a meal supplied by the client, the meal allowance shall be paid.

- 18.07** Employees shall not be required to use their own vehicles. However, if an employee is requested and agrees to use it, he will be reimbursed at the rate of **\$0.47** per kilometre.
- 18.08** In cases when an employee is assigned to a location outside of the base city and agrees to use his vehicle, employees will be reimbursed for parking charges, subject to producing relevant receipts. If the employee is using a company vehicle the Employer shall reimburse the full parking charge upon presentation of the relevant receipts.
- 18.09** For as long as an employee is located outside the base city at the Employer's request, the employee will receive a minimum of four (4) hours pay even though his services may not be required on that day and these hours will be considered as hours worked. Said hours shall not be included in the calculation of weekly overtime.
- 18.10** On the fifth (5) day of an assignment outside the base city where overnight accommodations are required, the employee will be entitled to a **twenty-five dollar (\$25.00)** laundry allowance. He will also be entitled to a further allowance of five dollars (\$5.00) for each additional day for which overnight accommodations are required.

## **ARTICLE 19: HOLIDAYS**

**19.01** The following days shall be recognized as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

- 19.02** To be eligible for holiday pay of eight (8) hours at his regular wage rate, an Employee must:
- a) have been employed for a period in excess of three months; and
  - b) have worked his scheduled work day prior to the holiday (or any day observed as such) and his schedule work day after the holiday (or any

day observed as such) unless a failure to do so resulted from occupational injury.

- 19.03** An employee who is required to work on any of the above referred to holidays will be paid at the premium rate of one and one-half times his regular wage rate for the hours worked, in addition to the day's holiday pay as outlined in 21.02.
- 19.04** Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the federal or the provincial government that they be honoured on an alternate day or unless mutually agreed by the Union and the Employer.
- 19.05** If a holiday falls during a period an employee is absent from work due to sickness or accident, the employee will be paid holiday pay for the holiday if the employee has not been compensated by the insurance carrier or the Workplace Safety Insurance Board.

## **ARTICLE 20: VACATION**

- 20.01** The vacation reference year runs from May 1<sup>st</sup> to April 30<sup>th</sup> of the year following. Vacations must be taken not later than the twelve (12) months following the end of the reference year.
- 20.02** An employee will have the right to paid vacations as follows:
- a) If he has less than one (1) year's seniority on the first of May: one (1) day per full month of service up to ten (10) working days, with pay equivalent to four percent (4%) of his earnings up until April 30<sup>th</sup>;
  - b) After (1) year of seniority: two (2) weeks with pay equivalent to four percent (4%) of his earnings up until April 30<sup>th</sup>;
  - c) After three (3) years' seniority: Three (3) weeks with pay equivalent to six percent (6%) of his earnings up until April 30<sup>th</sup>;
  - d) After ten (10) years' seniority: four (4) weeks with pay equivalent to eight percent (8%) of his earnings up until April 30<sup>th</sup>.
- 20.03** When a statutory holiday falls during an employee's vacation period, the employee will have the options of scheduling an alternative day off, with

pay, to be taken either at the beginning or the end of the vacation period in question.

- 20.04** Employees will submit, in writing, their choices for the vacation to their credit. In cases of conflicts in regard to the dates chosen by the employees, seniority will prevail. Requests received after April 15<sup>th</sup> shall be dealt with on a first come first served basis.
- 20.05** Unless prevented from taking his vacation for reasons of illness or accident, a full-time employee must take his vacation in the year in which it is due. Vacation will not be carried forward into the next year. Where an employee is prevented from taking the remainder of his vacation entitlement due to illness or accident, the employee will receive the balance of the vacation pay owed him at the end of the year.
- 20.06** The Employer will not require an employee to change the time set for his holidays without the consent of the employee.
- 20.07** An employee who is sick at the beginning of the period fixed for his vacation may postpone his vacation to a date agreed upon with the Employer.
- 20.08** Employees will receive their vacation pay with the last pay preceding their departure.
- 20.09** Outstanding vacation days will appear on the employee's pay stub.
- 20.10** The Employer shall pay out any outstanding vacation pay upon the employee's cessation of employment.

## **ARTICLE 21: TECHNOLOGICAL CHANGE**

- 21.01** "Technological Change" means the introduction by the Employer, of new and substantially different or substantially changed equipment which results in a reduction in the number of employees required to perform the task affected.
- 21.02** The Employer shall give the Union thirty (30) calendar days notice of any Technological Change. During the notice period, the Employer will meet with the Union representatives to explain the Technological Change and discuss any adverse effect it will have on the employees.

**21.03** In the event that the Technological Change would directly result in the displacement of the employee from his regular classification due to a lack of skills, the Employer will provide the necessary training.

**ARTICLE 22: WAGES**

**22.01** The following hourly rates will apply to all employees:

**Group A Technician**

	15-May-12	15-May-13	15-May-14	15-May-15	15-May-16	15-May-17
To start:	\$13.42	<b>\$13.55</b>	<b>\$13.75</b>	<b>\$14.03</b>	<b>\$14.31</b>	<b>\$14.60</b>
At 6 Months:	\$14.77	<b>\$14.92</b>	<b>\$15.14</b>	<b>\$15.44</b>	<b>\$15.75</b>	<b>\$16.07</b>
At 1 Year:	\$15.36	<b>\$15.51</b>	<b>\$15.74</b>	<b>\$16.05</b>	<b>\$16.37</b>	<b>\$16.70</b>
At 1 ½ Years:	\$15.95	<b>\$16.11</b>	<b>\$16.35</b>	<b>\$16.68</b>	<b>\$17.01</b>	<b>\$17.35</b>
At 2 Years:	\$16.54	<b>\$16.71</b>	<b>\$16.96</b>	<b>\$17.30</b>	<b>\$17.65</b>	<b>\$18.00</b>
At 2 ½ Years:	\$17.15	<b>\$17.32</b>	<b>\$17.58</b>	<b>\$17.93</b>	<b>\$18.29</b>	<b>\$18.66</b>
At 3 Years:	\$17.74	<b>\$17.92</b>	<b>\$18.19</b>	<b>\$18.55</b>	<b>\$18.92</b>	<b>\$19.30</b>
<b>Lead hand rate:</b>	<b>\$18.50</b>	<b>\$18.69</b>	<b>\$18.97</b>	<b>\$19.07</b>	<b>\$19.45</b>	<b>\$19.84</b>

**Group B Administrative Assistant**

	15-May-12	15-May-13	15-May-14	15-May-15	15-May-16	15-May-17
To Start:	\$16.35	<b>\$16.51</b>	<b>\$16.76</b>	<b>\$17.10</b>	<b>\$17.44</b>	<b>\$17.79</b>
At 6 Months:	\$16.93	<b>\$17.10</b>	<b>\$17.36</b>	<b>\$17.71</b>	<b>\$18.06</b>	<b>\$18.42</b>
<b>Lead hand rate:</b>	<b>\$18.00</b>	<b>\$18.18</b>	<b>\$18.45</b>	<b>\$18.82</b>	<b>\$19.20</b>	<b>\$19.58</b>

**Group C Supervising Technician, Office Manager**

	15-May-12	15-May-13	15-May-14	15-May-15	15-May-16	15-May-17
To Start:	\$17.56	<b>\$17.74</b>	<b>\$18.01</b>	<b>\$18.37</b>	<b>\$18.74</b>	<b>\$19.11</b>
At 6 Months:	\$18.11	<b>\$18.29</b>	<b>\$18.56</b>	<b>\$19.31</b>	<b>\$19.70</b>	<b>\$20.09</b>
At 1 Year:	\$18.75	<b>\$18.94</b>	<b>\$19.22</b>	<b>\$19.60</b>	<b>\$19.99</b>	<b>\$20.40</b>
At 1 ½ Years:	\$19.38	<b>\$19.57</b>	<b>\$19.86</b>	<b>\$20.26</b>	<b>\$20.67</b>	<b>\$21.08</b>
At 2 Years:	\$19.84	<b>\$20.04</b>	<b>\$20.34</b>	<b>\$20.75</b>	<b>\$21.17</b>	<b>\$21.59</b>
<b>Lead hand rate:</b>	<b>\$22.00</b>	<b>\$22.22</b>	<b>\$22.55</b>	<b>\$23.00</b>	<b>\$23.46</b>	<b>\$23.93</b>

## **ARTICLE 23: MATERNITY AND PARENTAL LEAVE**

- 23.01** Pregnancy, Parental and Adoption leave shall be in accordance with the provisions of the *Employment Standards Act* of Ontario.
- 23.02** When an employee takes maternity or parental leave, and that employee is entitled to Employment Insurance benefits, the Employer shall pay the employee that employee's full wage for the two-week waiting period for EI. Such full wage shall be based on average earnings for the proceeding 20-week period.
- 23.03** Employees will be entitled to return to the position last held by them prior to the commencement of the leave or other comparable position, if the original position no longer exists, subject to the application of clauses governing seniority rights and lay-off. The time spent on such leave will be deemed as time worked for the purpose of seniority.

## **ARTICLE 24: PERSONAL LEAVE OF ABSENCE**

- 24.01** Employees may request a leave of absence, without pay, for a period no longer than 6 consecutive months. Such request will be in writing and these will not be unreasonably denied, subject to operational requirements. Employees have the option to maintain any benefit plan, as negotiated, with the exception of the disability portions, if they pay the full premium in advance. It is agreed that no leave of absence will be granted so as to allow an employee to work for a direct competitor of the Employer.

## **ARTICLE 25: BEREAVEMENT LEAVE**

- 25.01** Employees shall be entitled to a bereavement leave of five (5) paid scheduled shifts of eight (8) hours at the regular rate of pay at the time of the death of his spouse. Children or parents, such leave to be taken consecutively, as the employee chooses, within ten days of the death.
- 25.02** A bereavement leave of three (3) paid scheduled shifts of eight (8) hours at the regular rate of pay will be provided in the event of the death of the employee's grandparents, grandchildren, sisters, brothers, father-in-law, mother-in-law or any relative who normally resides in the employee's

household, such leave to be taken consecutively, as the employee chooses, within ten (10) days of the death.

**25.03** An employee will also be eligible to one (1) additional **paid** travel day, **at eight (8) hours**, if **she/he** attends the funeral service which is held at a distance in excess of 400 kilometers (one way) from the employee's residence.

**25.04** Bereavement leave shall not be used to calculate overtime entitlements.

## **ARTICLE 26: JURY DUTY & WITNESS UNDER SUBPOENA**

**26.01** Employees who are compelled to serve as jurors in any court of law, or are required to attend as a witness in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or coroner's inquest shall be considered on leave without pay and shall be entitled to return to work at their same level of seniority and salary.

**26.02** The employee's probationary period shall be extended by one (1) day for each day the employee is absent from work as a result of his serving as a juror

## **ARTICLE 27: OCCUPATIONAL HEALTH & SAFETY**

**27.01** The Employer and the Union recognize the need for a safe working environment in accordance with the provisions of the *Occupational Health & Safety Act* of Ontario.

- a) The Employer ensures the assignment of the appropriate personnel.
- b) In cases of delivery and pick-up of equipment, the Employer will assign two employees when required for heavy equipment as per past practice.
- c) In the case of installation, if there are pieces requiring the handling by two (2) employees, two employees will be assigned to do so.
- d) Notwithstanding the previous paragraph, the Employer may assign only one (1) employee to the delivery, pick-up and installation of small projection, sound and video systems.
- e) Also, the Employer may assign one (1) employee for the punctual delivery and pick-up of lightweight equipment or lightweight accessories.



**27.02** The Employer will provide the safety equipment it deems necessary to enable the employees to perform assigned tasks in a safe, efficient and effective manner.

## **ARTICLE 28: ALLOWANCES**

**28.01** The Employer will provide regular full-time employees the following articles of clothing, which will remain the Employer's property.

**28.02** At the time of hiring, each employee will receive:

- 3 golf shirts
- 2 dress shirts
- 1 pair of black pants

which shall be replaced on the anniversary date of the employee's hiring.

**28.03** On completion of his probationary period, the employee shall receive an additional:

- 2 golf shirts
- **3 dress shirt**
- **3 pair of black pants**
- **1 vest**

**28.04** All worn-out clothing must be returned prior to new clothing being issued.

**28.05** The Employer shall reimburse each employee for the cost of one pair of safety footwear (black) per calendar year up to a maximum of \$125.00, subject to proof of purchase. Employees are obliged to wear said safety shoes when the work to be performed so requires. Employees are not obliged to wear overshoes.

**28.06** It is agreed that employees shall not be required to provide their own tools for the performance of their duties. The Employer shall issue all tools and materials, determined by the Employer, as being required to carry out work assignments.

**28.07** The employee shall be responsible to maintain his toolbox and its contents to standard, as determined by the Employer, necessary to carry

out the assignments to which he is regularly assigned. Furthermore, the employee is financially responsible for the toolbox and its contents, except for connectors, provided by the Employer.

- 28.08** It is agreed that the use of an employee's vehicle for the Employer's business is not mandatory; however, if an employee agrees to use it, he will be reimbursed at the rate of **\$0.47** per kilometre.
- 28.09** When employees use their vehicles to get to their assignments, they will be reimbursed for parking charges incurred at the site of their assignment, subject to producing relevant receipts. Should the employee be required to incur any additional parking charges as a result of the Employer's direction or instruction, the Employer shall reimburse the full parking charges upon presentation of relevant receipts. If the employee is using a company vehicle the Employer shall reimburse the full parking charge upon presentation of the relevant receipts.
- 28.10** Employees working in the warehouse shall be entitled to wear bermuda shorts during the summer months.

## **ARTICLE 29: BENEFITS**

- 29.01** Employees shall be entitled to total reimbursement of benefit expenses as follows:
- Up to \$300.00 per year for prescription drugs, with receipts
  - Up to \$500.00 per year for dental care, with receipts
  - Up to \$300.00 per year for the services of the following medical practitioners, with receipts: physiotherapist, chiropractor, massage therapist, podiatrist, chiropodist, psychiatrist, and psychologist, after one year. **The employer further agrees that employees shall be able to utilize, in part or in whole, the \$300.00 for services by a medical practitioner towards eye exams and the purchase of eye glasses.**

## **ARTICLE 30: DURATION OF AGREEMENT**

- 30.01** This agreement shall expire on **May 15, 2017**, but shall be automatically renewed from year to year thereafter unless either party shall give notice in writing to the other party within a period of not more than 60 days or

less than 30 days preceding the expiration date of its desire to amend the Agreement.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
For the Union

Date: \_\_\_\_\_