

COLLECTIVE AGREEMENT

BETWEEN:

AVW-TELAV

(hereinafter referred to as the "Employer")

- and -



**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
and its local section 87-M**

(hereinafter referred to as the "Union")

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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.

But 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.

Despite 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 News*media* 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, 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. The Parties recognize that the business in which the Employer is engaged is highly competitive and that the Employer must be able to maintain an efficient operation and continually improve its productivity in a strong, competitive market.

ARTICLE 2: RECOGNITION

- 2.01** The Employer AVW-TELAV, recognizes the Communications, Energy and Paperworkers Union of Canada as the sole bargaining agent for the employees of the Employer, working at or from 2295 St. Laurent Blvd., in the Regional Municipality of Ottawa Carleton, save and except supervisors, and persons above the rank of supervisors, office, clerical and sales staff and casual and temporary employees.
- 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 inclusion throughout.
- 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 that is within the Regional Municipality of Ottawa-Carleton, this Collective Agreement shall thereupon also be applicable at the new location.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01** Except as, and to the extent specifically modified by this Collective Agreement, all rights and prerogatives of management not otherwise dealt with elsewhere in this agreement are retained solely by the Employer and remain exclusively and without limitation within the rights of the Employer and its management and may be exercised by management as it, in its discretion, sees fit.
- 3.02** The Union acknowledges the right of the Employer to operate and manage its business in all respects in accordance with its wishes, commitments and responsibilities within the limits stipulated in this Collective Agreement.

ARTICLE 4: NO DISCRIMINATION

4.01 In compliance with the Ontario *Human Rights Code*, the Employer and the Union agree that there will be no discrimination by the Employer or the Union for or against any employee covered by this Collective Agreement. This does not apply where discrimination is justified on the basis of a bona fide occupational requirement.

ARTICLE 5: STRIKE AND LOCKOUT

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

ARTICLE 6: CONTRACTING OUT

6.01 The Employer may contract out bargaining unit work provided that it does not result in the lay off of bargaining unit employees based on information available at the time of the posting of the assignment schedule. In the distribution of work which comes available following the posting of the assignment schedule, first consideration will be given on a daily basis to unscheduled company employees subject to qualifications and availability.

ARTICLE 7: UNION SECURITY AND CHECK OFF

7.01 The Employer agrees to deduct Union dues from the wages of each employee in the bargaining unit. All new employees will have Union dues deducted commencing the month following that of the date of hire.

7.02 The Union will advise the Employer in writing of the amount of Union dues payable or if there are any changes to such dues during the term of this Collective Agreement. Dues thus deducted will be forwarded to the Union on a monthly basis as stipulated to the Employer in writing.

7.03 The Employer agrees to deduct the Union dues from the employee's pay cheque on a weekly basis, as per the pay schedule of the employee. Union dues thus deducted will be shown on the Revenue Canada T-4 issued annually to each employee.

7.04 The Union agrees to indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 8: UNION ACTIVITIES

- 8.01** The Employer agrees to recognize three (3) Union stewards to represent employees of the bargaining unit.
- 8.02** 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.
- 8.03** Any one (1) of the three (3) stewards may act as representative for the purpose of grievance representation.
- 8.04** The Employer agrees to recognize a negotiating committee comprised of employees of the bargaining unit to a maximum number of three (3). The members of the negotiating committee shall be entitled to a leave to attend preparatory and negotiating meetings. The Employer will only pay two (2) employees their regular hourly rate for the hours during which the latter participate in direct bargaining meetings in regards to the renewal of the collective agreement, in accordance with the following: four (4) hours for a half (1/2) day direct bargaining session, and eight (8) hours for a full day direct bargaining session. These hours will not contribute to daily or weekly overtime.
- 8.05** The Union steward's first obligation is to the performance of his regular duties. Union stewards shall be entitled to leave their work during working hours and continue to be paid at their regular wages in order to attend meetings, where management is present, as provided for in the grievance procedure or other meetings called by management other than negotiations.
- 8.06** a) 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.
- b) In the case of grievance discussion or disciplinary meeting, the Employer will give the Chief Shop Steward a minimum of 24 hours notice. Prior to a disciplinary meeting the "DoO" must inform the Chief Shop Steward why the bargaining member is being disciplined.
- 8.07** a) The National Representative of the Union, or his designate, may attend any meeting between the Union grievance committee, which shall consist of:
- The Chief Shop Steward
 - The union steward who has carriage of the grievance
 - The grievor (at the option of the Union)
 - The Employer

- b) With appropriate notice to the General Manager, the National Representative of the Union or his designate will be permitted access to the workplace. Such visits shall not unreasonably interfere with the work the employees are performing and will only take place Monday to Friday, between 9:00 am and 5:00 pm, at a mutually agreed upon location.
- 8.08** The Employer shall provide two (2) bulletin boards 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. If the Union so wishes, it may provide, at its own cost, a glass-enclosed bulletin board of similar size. All Union notices must be signed by a union representative and a signed copy provided to the General Manager or his designate prior to posting.
- 8.09** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect.
- 8.10** Provided that it does not interfere with the efficient operation of the Employer, the Employer will grant leave without pay to a maximum of two (2) employees at a time in order to allow them to take part in conferences and conventions of the labour movement and in Union training courses. The request for such leave must be presented in writing not less than fourteen (14) calendar days in advance. The total of such leaves cannot exceed forty (40) calendar days in a calendar year.

ARTICLE 9: BARGAINING UNIT WORK

- 9.01** Supervisors and other employees outside the bargaining unit shall not perform bargaining unit work except in the case of instruction, investigation and experimentation and when responding to an emergency. Notwithstanding the foregoing, Technical Services Coordinators shall be entitled to perform bargaining unit work and Technical Service Managers shall also be entitled to perform bargaining unit work to the extent that it occurs at the facility that they are immediately responsible for and only with respect to events that do not require an operator.
- 9.02** The Employer will only add TSC's if the annual ratio of TSC's to average bargaining unit employees can be maintained at or above eight (8) bargaining unit employees for every TSC or if required for a new field of specialization.

ARTICLE 10: NEW AND CHANGED JOBS

- 10.01** 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.

10.02 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 11: DISCIPLINE AND DISCHARGE

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

11.02 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 to have a Union steward present.

11.03 A claim by an employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step #3 of the grievance procedure, provided a written grievance signed by the employee and his Union steward is presented to Human Resources within seven (7) calendar days after the discharge.

11.04 Disciplinary documentation is only relevant for a period of twelve (12) months from the date the discipline was initially invoked providing that during that twelve (12) month period no further discipline was applied for a similar incident.

11.05 In the conduct of an investigation into an incident leading to discipline, including interviews of employees, the Employer has the right to conduct such investigation without the presence of a Union steward if the employee in question so agrees, having been offered the right of Union representation.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 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.

12.02 STEP 1 (Complaint Stage)

- a) If an employee has any complaint which he wishes to discuss with the Employer, he shall first discuss the complaint with, and provide it in writing to, the Director of Operations (DOO) within ten (10) calendar days of the date when the cause of the complaint arose or within ten (10) calendar days from the date such cause should have been reasonably known to the employee.
- b) The employee may have with him a Union steward to assist in the presentation.
- c) The DOO 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.
- d) No employee shall have a grievance until he has discussed his complaint with the DOO.

12.03 STEP 2

If the DOO does not render his decision within the prescribed time limit and/or if the employee's grievance is not settled at Step 1, the grievance must be submitted in writing and moved to Step 2 within seven (7) calendar days after the expiration of Step 1, but not thereafter, by being presented in writing to the General Manager within the aforesaid seven (7) calendar days. The General Manager will provide a written reply by the end of the seventh (7th) calendar day following the receipt of the grievance at Step 2.

12.04 STEP 3

If the grievance is not settled to the satisfaction of the employee and the Union at Step 2, 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 General Manager's decision, deliver to the Director of Human Resources or his designate a written request for a meeting between the Union Grievance Committee and the Director of Human Resources or his designate. The meeting must be held within ten (10) calendar days immediately following the day of receipt by the Employer of the written request. The Director of Human Resources or his designate shall provide a written reply to the Union within seven (7) calendar days immediately following the day of the meeting.

12.05 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.

- 12.06** Failing satisfactory settlement under Articles 12.04 and 12.05 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 Director of Human Resources or his delegate or by the Union under this grievance procedure.
- 12.07** The time limits set out in the present Article are obligatory such that a grievance presented outside of the time limit at any step, including arbitration, will be considered nullified. However, the parties may, by written agreement, extend the time limit for the grievance and arbitration procedure at any step.
- 12.08** It is agreed that time limits for filing grievances as contained in paragraph 12.02 shall not apply to a grievance where an employee grieves that he has not been paid his proper wage or reimbursed for his expense claim. The time limit for filing of such a grievance will be sixty (60) days from the end of the pay period for which the employee claims he has not been properly paid or reimbursed for his expense claim.

ARTICLE 13: ARBITRATION

- 13.01** Where a decision has been made by either party to this agreement in accordance with Article 12.06 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 him to appoint an arbitrator.
- 13.02** The Employer and the Union shall jointly and equally bear the fees and expenses of the arbitrator.
- 13.03** 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.
- 13.04** The decision of the arbitrator is final and binding upon the parties and upon an employee affected by it.

ARTICLE 14: SENIORITY

- 14.01** All new employees shall be on probation and shall not accumulate seniority for a

period of six (6) 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.

14.02 In June and December of every year, the Employer shall remit electronically to the Local Union Office a revised seniority list & corporate e-mail list. Employees hired on the same day will have their seniority relative to one another determined alphabetically based on their family name at the time of hire.

14.03 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 seven (7) days during the course of which employees wishing to apply may sign up by following the directives of the posting; the Employer will also send an electronic copy of the posting to employees' corporate e-mail address; it is the employees' responsibility to check their corporate email on a regular basis;
- 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 days 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.

14.04 If it becomes necessary to reduce the number of employees in the bargaining unit, lay-offs will take place within classifications in the following order:

- a) Probationary employees first;

- b) Regular full-time employees in inverse order of seniority provided that the employees remaining are able to do the work.

14.05 In the event of lay-off, the Employer will provide notice as prescribed by law. 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.

14.06 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. If the employee has previously performed the same job, they will benefit, if necessary, from a reasonable familiarization period during working hours, without loss of wages, to demonstrate the skills required to meet the requirements of the job. It is agreed that an employee who so displaces another employee will be subject to wage guidelines governing the reassigned classification.

14.07 It is understood that prior to the implementation of a lay-off, 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 lay-off.

14.08 An employee, who as a result of a lay-off, 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.

- 14.09**
- a) 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 twelve (12) months.
 - b) An employee will also have recall rights to his regular classification for a period not to exceed twelve (12) months from the time of displacement or lay off from his regular classification.
 - c) 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.
 - d) TSR's on a voluntary layoff may not claim recall rights with regards to hours paid to new TSR's for training purposes only.

14.10 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 twelve (12) months mentioned in 14.09. 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 full-time one, while not being subject to Article 14.14d) for so doing and still retaining the first rights to a recall to a full-time opening.

- 14.11** It shall be the responsibility of the employee, or laid off employee, to notify the DOO, 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 (5th) 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.
- 14.12** 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.
- 14.13** An employee who, for reason other than as a result of a lay-off, is assigned to work outside his regular function will not be paid at a lesser rate of pay than he earned prior to assignment.
- 14.14** Seniority rights of an employee shall cease and the employee shall be deemed to be terminated for any one 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 twelve (12) 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.

14.15 When National training sessions are planned for Ottawa employees, other than the introductory slate of courses, the opportunity for training will be posted for a period of seven (7) days. The Employer will also send an electronic copy of the posting to employees' corporate e-mail addresses; it is the employees' responsibility to check their corporate e-mail regularly. 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 entitled to one (1) training session per fiscal year unless opportunities in any given session are greater than the number of interested employees. In addition employees will be entitled to four (4) hours of technical update sessions per fiscal year, prorated for employees who joined the organization within the fiscal year. Should a scheduled course be cancelled during a fiscal year, or postponed beyond the end of the fiscal year, employees scheduled to attend the cancelled course who did not attend a make up course in the same fiscal year will have priority to attend the same course in the following year and maintain all their rights under the present article.

14.16 An employee who accepts a permanent transfer or promotion to a position outside the bargaining unit shall immediately cease paying union dues and cease maintaining seniority in the bargaining unit.

ARTICLE 15: HOURS OF WORK AND OVERTIME

15.01 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) Sunday to midnight (0:00) on the following Saturday. The provisions of this Article are only to provide a basis for calculating time worked and shall not be, nor construed to be, a guarantee as to the hours of work per week nor as to work schedules.

15.02 Nonetheless, so as to permit employees to be informed as far as possible in advance of their work assignments, the Employer will endeavour to post, as close as possible to 5:00 p.m. but no later than midnight on the Friday preceding the beginning of the normal work week, the assignment schedule for the following week (Sunday – Sunday), taking into account the confirmed contracts received as of 12:00 noon on Thursday and the number of qualified employees then available to work.

15.03 The assignment schedule (tentative) will be posted & emailed to all employees on Friday at 5:00 p.m. Any changes to the schedule from this point on shall be verbally

communicated to all involved employees and confirmed/accepted by all involved employees of his/her shift change.

The format of the assignment schedule will be:

- Sorted by Seniority
- Establish the days of work
- Establish the day or days off
- Holiday or holidays
- Total hours
- Over time
- Double Time
- Time at which the work day commences
- Time foreseen for the end of the work day

The employer shall give an employee a period free from the performance of work of at least 24 consecutive hours in every work week. The Employer will use its best efforts to schedule two (2) consecutive days off per week, taking into account employee requests to book off a day per week, without affecting their scheduled minimum hours, where possible.

To the extent weekends off are available; they shall be distributed equitably among the employees within the Group (TSR classification or Warehouse/Tester/Bench Technician classifications).

The work week will consist of 16 hours maximum per day with a maximum of 80 hours per week. The employer will use its best efforts to accommodate requests from those employees that wish to work no more than 55 hours per week.

The available hours of work for each Group will be assigned, based on confirmed contracts, and by the qualifications required to execute the work by seniority in order that each employee is scheduled a minimum of 32 hours of work per week.

During the following periods of time:

- a) Last 2 weeks of December, the months of January & February;
- b) The 2 weeks of March break;
- c) The week of Good Friday & the week of Easter Monday;
- d) The last week of June until after Labour Day weekend.
- e) Any week that includes a statutory holiday;

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, the employee shall be given the option to choose to be laid off for the duration of the time period.

Holidays set out in Article 17 herein, Vacation set out in Article 18 herein 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 in the Group the prescribed minimum, then all the remaining work assignments may be assigned in the following order;

- a) among the remaining employees in the Group who have chosen not to be laid off;
- b) among employees in the Group on their day(s) off;
- c) among the employees in the Group on lay-off, however the Employer need only contact the laid off employee by telephone and need not send a letter of recall;
- d) by any other means. The Employer will make available to the Chief Shop Steward upon request the weekly assignment schedule for review.

Overtime required shall be assigned as equitably as possible.

If all employees in the Group who have the necessary qualifications to execute the work available have been scheduled for their minimum hours of work per week, the Employer may use other means to execute any additional work.

15.04 Following the posting of the assignment schedule by 5:00 p.m. on the Friday, where new requests for services have been received or in cases where it becomes impossible for scheduled employees to complete their scheduled work assignments, the Employer reserves the right to use other means to execute any additional work, including without limitation, the right to reorganize the assignment schedule in order to meet the requirements of its operation.

In cases where the assignment schedule is modified to an earlier start time, the employees affected by these changes will be notified not less than eleven (11) hours before the beginning of the rescheduled day of work, failing which, the difference in hours between the original scheduled start time and the revised start time will be paid an additional 0.5 times his regular hourly rate.

15.05 Daily rest is a period of at least eleven (11) hours separating the end of one (1) workday and the beginning of the next. Any assignment which impinges on the period of eleven (11) hours following the end of the preceding day's work will be considered as overtime and will be remunerated at an additional 0.5 times his regular rate of pay for each hour of such impingement. Should an extended meal break, taken at the option of the employee, encroach on the aforementioned eleven (11) hours, said encroachment will not constitute impingement for the purposes of this or any other clause of this Agreement. Travelling time to and from an assignment, outside Base City, shall not be considered, in any manner, in determining any aspect of daily rest. Hours of impingement shall be counted as regular hours for the purpose of calculating daily and weekly overtime.

- 15.06** The Employer will have the right to execute split shifts if the employee is specifically assigned to a Hotel property to which we are the in-house supplier.
- 15.07** a) During the course of his scheduled workday, an employee will be entitled to an unpaid meal break.
b) The duration may either be one half (½) hour or one (1) hour depending on operational requirements.
c) The timing and duration of meal breaks will either be scheduled or determined by the requirements of the assignment.
d) If prevented from taking a meal break, the TSR must indicate the reason on their time sheet. Time worked during a scheduled meal break will not otherwise be recognized or paid.
- 15.08** 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.
- 15.09** 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.
- 15.10** An employee who is scheduled to work before 6:00 a.m. or is not able to leave his workplace until after 12:00 midnight will receive an allowance of fifteen (\$15.00) dollars for each such occasion.
- 15.11** An employee who has completed twelve (12) hours or more of continuous work will be entitled to an allowance of fifteen dollars (\$15.00).
- 15.12** Employees will be paid at the rate of time and a half (1.5 times his regular rate of pay) for each hour during which they are required to work in excess of ten (10) hours during the same working day or forty (40) regular hours during the same working week.
- 15.13** Employees will be paid at the rate of double time (2 times his regular rate of pay) for all hours worked in excess of fourteen (14) hours in the same working day and sixty-five (65) during the same working week.
- 15.14** Travelling 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. Travelling time, by common carrier, will not contribute to daily or weekly overtime computations.

- 15.15** Travelling time, to and from an assignment outside of base city, by Company vehicle, will be considered as hours worked and be paid accordingly.
- 15.16** 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 traveling to and/or from such training activity outside the base city will be paid at his regular rate of pay, subject to a maximum of four (4) hours each way. Travelling time, by common carrier, will not contribute to daily or weekly overtime computations. Time spent in training will contribute to daily or weekly overtime computations.
- 15.17**
- a) It is understood that employees who require time off for personal matters may request such unpaid leave in writing no less than ten (10) days in advance and the Employer will respond in writing within forty-eight (48) hours of the receipt of said request.
 - b) Where such request is for a full day, the employee will not be scheduled to work from 9:00 p.m. on the evening preceding the day requested to 7:00 a.m. on the following day.
 - c) Should the work the night before extend beyond the scheduled hours, the Employer will use its best efforts to accommodate the Employee.
 - d) Emergency or last minute requests may be submitted at any time and the Employer will use its best efforts to accommodate the Employee.
- 15.18** 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.
- 15.19** 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. If the employee is already receiving time and one half, he will receive call back pay of 4 hours paid at his regular rate of pay or he will be paid at double his regular hourly rate for all hours worked, whichever is greater.
- 15.20** 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 15.04, 15.05 and 15.19.

ARTICLE 16: WORKING OUTSIDE THE BASE CITY

16.01 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 Gatineau, Gallene Street, on the south by the regional road # 8, on the east by Trimm Road and on the west by Palladian Drive.

16.02 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. The Employer will reimburse cab fares between the employee’s residence and the common carrier terminal, upon presentation of receipts, to a maximum of thirty-five dollars (\$35.00) each way.

16.03 a) 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.

b) 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 two-and-a-half (2½) hours in the case of a trip by plane and by one and one half (1½) hour in the case of a trip by train or bus) which he utilizes following authorization by management.

c) 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.

16.04 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	\$20
<u>Dinner</u>	<u>\$30</u>
TOTAL	\$60

Effective April 15, 2012 the meal allowance rates will increase to the following:

Breakfast	\$10
Lunch	\$20
<u>Dinner</u>	<u>\$35</u>
TOTAL	\$65

- 16.05** 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. Whenever possible, the employer will remit the meal allowance three (3) days in advance of departure to allow time to secure the funds.
- 16.06** When an employee is assigned to a location outside of the base city and meals are supplied by the client or are included in the cost of accommodations, 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 of a meal supplied by the client, the meal allowance shall be paid.
- 16.07** When an employee is assigned to a location outside of the base city, it is agreed that the use of an employee's vehicle for the Employer's business is not mandatory. However, if an employee is requested and agrees to use it, he will be reimbursed at the Employer's national kilometre rates. The current rate as of April 19, 2009 is \$0.47 per kilometre for the first 5000 kilometres per calendar year and \$0.41 per kilometre for any excess.
- 16.08** In cases when an employee is assigned to a location outside of the base city and agrees to use his vehicle, the employee will be reimbursed for parking charges incurred at the site of the assignment as per the rate determined for the host city or, if no rate has been set for the host city, up to a maximum of sixteen dollars (\$16.00) per day, 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.
- Effective 15 April 2012, the parking rate will be increased to seventeen dollars (\$17.00).
- 16.09** For as long as an employee is located outside the base city at the Employer's request, the employee will receive a minimum of eight (8) 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. This article does not apply to partially worked days where the difference in the eight (8) hours will count towards daily and weekly overtime.
- 16.10** 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 dollar (\$20.00) 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.

16.11 Employees are entitled to a daily ten (10) minute personal telephone call payable by the Company when working outside their Base City. Each employee required to travel will be issued a Company Calling Card which must be used for the personal phone call. The employee will be responsible to reimburse the Company for all costs incurred over and above the ten (10) minute limit.

ARTICLE 17: HOLIDAYS

17.01 The following days shall be recognized as holidays:

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

17.02 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 scheduled work day after the holiday (or any day observed as such) unless a failure to do so resulted from occupational injury.

17.03 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 17.02.

17.04 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.

17.05 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.

17.06 Employees who have completed their period of probation will be entitled to three (3) personal days per full calendar year. The number of personal days will be prorated for employees who worked less than a full calendar year, as per Company policy. Should the Company change the personal days policy for hourly employees

nationally, the same change will apply to Ottawa bargaining unit employees accordingly.

ARTICLE 18: VACATION

18.01 The vacation reference year runs from May 1st to April 30th of the year following. Vacations must be taken not later than the twelve (12) months following the end of the reference year.

18.02 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 30th;
- b) After one (1) year of seniority: two (2) weeks with pay equivalent to four percent (4%) of his earnings up until April 30th;
- c) After three (3) years' seniority: three (3) weeks with pay equivalent to six percent (6%) of his earnings up until April 30th;
- d) After ten (10) years' seniority: four (4) weeks with pay equivalent to eight percent (8%) of his earnings up until April 30th.

18.03 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.

18.04 Not later than April 15th, employees will submit, in writing, their choices for the vacation to their credit. The employer will determine the vacation dates for employees and will post the departure order not later than May 15th. In cases of conflicts in regard to the dates chosen by the employees, seniority will prevail provided that it does not interfere with the efficient operation of the Employer. Any requests received after April 15th shall be dealt with on a first come first served basis.

18.05 Unless prevented from taking his vacation for reason 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.

- 18.06** The Employer will not require an employee to change the time set for his holidays without the consent of the employee.
- 18.07** 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.
- 18.08** Employees will receive their vacation pay with the last pay preceding their departure.
- 18.09** Outstanding vacation days will appear on the employee's pay stub.
- 18.10** The Employer shall pay out any outstanding vacation pay upon the employee's cessation of employment.

ARTICLE 19: TECHNOLOGICAL CHANGE

- 19.01** "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.
- 19.02** The Employer shall give the Union thirty (30) calendar days notice of any Technological Change. During the notice period, the Employer will meet with Union representatives to explain the Technological Change and discuss any adverse effect it will have on the employees.
- 19.03** 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 20: WAGES

- 20.01** a) The provisions governing wages will be as set out in Appendix "A" of this Collective Agreement.
- b) For purposes of retroactivity, the provisions of Appendix "A" will be applied to all hours paid between 19 April 2009 and the date of signature for employees who are still actively on payroll on the date of signature. Employees will receive a lump sum payment within twenty-one (21) days of the date of signature.
- 20.02** Pay will be distributed every Thursday.
- 20.03** If a payday coincides with a paid holiday, employees will be paid the preceding working day.

20.04 Employees will be required to complete only one time sheet and one expense sheet per week. These sheets shall be completed prior to end of the employee's last shift for that week. Such sheets must be submitted no later than 11:59 pm Sunday of that week by being present in the employees designated mail slot or by electronic submission. All expenses must remain current. The company will only reimburse an expense within thirty (30) days of receipt date.

ARTICLE 21: BENEFIT PLANS

21.01 The Employer will offer the same group insurance coverage to the Union as is afforded all other employees. Eligibility for participation in said plans and entitlement to the benefits set out in said plans will be in accordance with the insurance carrier's rules and regulations. The premiums for the different coverages will be paid by the Employer and the Employee as per the following percentage split:

Coverage Option	Employer	Employee
Employee Life	100 %	0 %
AD&D	100 %	0 %
Major Medical, Dental & Vision Care Option 1 – Basic	100 %	0 %
Major Medical, Dental & Vision Care Option 2 – Standard	100 %	0 %
Major Medical, Dental & Vision Care Option 3 – Enhanced	*	**
Short Term Disability	0%	100%
Long Term Disability	0%	100%

* The Employer contribution towards Major Medical, Dental & Vision Care - Option 3 Enhanced Coverage will be the same amount that the Employer pays for Option 1 Basic or Option 2 Standard Coverage including the amount for the Health Spending Account.

** The Employee contribution towards Major Medical, Dental & Vision Care - Option 3 Enhanced Coverage will be the balance of the premium for the Enhanced Coverage.

In the event an employee's claim for any of the benefits set out in said plans is denied by the insurance carrier, the Employer undertakes to use its best efforts to persuade the insurance carrier to reconsider its decision within the plan rules.

21.02 Employees will be eligible to participate in the Company sponsored Group RRSP program as per Company policy. Nothing in this Collective Agreement should be interpreted as a limit to the Employer's right to amend or terminate the Group RRSP plan.

ARTICLE 22: MATERNITY AND PARENTAL LEAVE

- 22.01** Pregnancy, Parental and Adoption leave shall be in accordance with the provisions of the *Employment Standards Act* of Ontario.
- 22.02** 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 23: PERSONAL LEAVES OF ABSENCE

- 23.01** Employees may request a leave of absence, without pay, for a period no longer than three (3) consecutive months. Such requests will be in writing and these will not be unreasonably denied, subject to operational requirements. Employees have the option to maintain the benefit plan, 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. For the purpose of this agreement, a leave of absence is defined as an absence for seven (7) days or more; absences of shorter duration shall be considered time off.

ARTICLE 24: BEREAVEMENT LEAVE

- 24.01** An employee who has completed his probationary period 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.
- 24.02** 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, 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
- 24.03** An employee will also be eligible to one (1) additional unpaid travel day if he attends the funeral service which is held at a distance in excess of 400 kilometres (one way) from the employee's residence.
- 24.04** Bereavement leave shall not be used to calculate overtime entitlements.

ARTICLE 25: JURY DUTY & WITNESS UNDER SUBPOENA

- 25.01** a) 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 reimbursed the difference between his regular hourly rate for eight (8) hours work and the juror's indemnity for the days on which he would normally have been scheduled to work, on presentation of receipts. The foregoing does not apply to labour relations proceedings.
- b) If, due to unforeseen circumstances, an employee who is expected to be off work as detailed above becomes available for work, they will immediately call the Employer to announce that they are available for work. In these cases the Employer will schedule the Employee and the Employee will work any available hours. In these cases the Employer will indemnify the Employee the difference between the total of the hours worked and the juror's indemnity, and his regular hourly rate for eight (8) hours work for the days on which he would normally have been scheduled to work, on presentation of receipts.
- 25.02** 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 26: OCCUPATIONAL HEALTH & SAFETY

- 26.01** 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 at least two (2) employees.
- 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.

26.02 The Employer shall reimburse each employee for the cost of one pair of safety footwear (black) per calendar year up to a maximum set by the combined safety shoes/clothing allowance defined in article 27.07, subject to proof of purchase. Employees must wear CSA approved safety shoes at all times when performing work in the warehouse and when performing work pertaining to the movement and handling of equipment (loading/unloading vehicles, delivery, installation and dismantle). Should the employee choose to leave the Company for any reason within three (3) months of receiving reimbursement for the combined safety shoe/clothing allowance, the Company will deduct said reimbursement from their final pay.

26.03 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. In its assessment, the Employer will give due consideration to the recommendations of the Health & Safety Committee.

ARTICLE 27: ALLOWANCES

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

27.02 At the time of hiring, each employee will receive:

- 5 Polo shirts; and,
- 1 Windbreaker

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

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

- 2 Polo shirts; and
- 1 Sweater.

27.04 On September 1st of every second year each employee will receive a Winter Jacket unless there is a demonstrated need for an earlier replacement.

27.05 Replacement winter jackets and windbreakers shall only be issued if the conditions of the items being replaced warrant replacement.

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

27.07 a) The Employer shall reimburse each employee for the purchase of work related apparel, up to a maximum set by the combined safety shoes/clothing allowance, upon presentation of proof of purchase. Safety shoes are

mandatory as per Article 26.02. The colour, make and style of pants must be that as determined by the Employer. The employee is obliged to wear such pants at all times when at work, other than when operating at a meeting. Work gloves, suit jackets, dress shirts, shoes and pants as well as ties which comply with the Career Apparel Policy in the Employee Manual may also be reimbursed within the combined safety shoes/clothing allowance provided that the requirement for safety shoes and pants is fulfilled. (Employees are not obliged to wear overshoes).

- b) For purposes of article 26.02 and 27.07a), the combined safety shoes/clothing allowance is set at \$250.00 per year, as per Company policy.

27.08 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.

27.09 The employee shall be responsible to maintain his toolbox and its contents to a 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.

27.10 It is agreed that the use of an employee's vehicle for the Employer's business is not mandatory; however, if an employee is requested and agrees to use it, he will be reimbursed at the Employer's national kilometre rates. The current rate as of April 19, 2009 is \$0.47 per kilometre for the first 5000 kilometres per calendar year and \$0.41 per kilometre for any excess.

27.11 a) When employees use their vehicles to get to their assignments, they will be reimbursed for parking charges incurred at the site of their assignment up to a maximum of sixteen dollars (\$16.00) per day, 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.

Effective 15 April 2012, the parking rate will be increased to seventeen dollars (\$17.00)

- b) The employees recognize that they must obey parking regulations at all times and will conduct themselves accordingly. Whenever parking in a permissible area is difficult, the employee will endeavour to make the efforts required to find a suitable parking spot in due respect of traffic regulations and to facilities where we provide services.

- c) Employees with a company credit card can use them to pay for parking on assignment up to the daily maximum as referred to 27.11 a). Credit card usage above the daily maximum will be subject to reimbursement of the difference by the Employee.
- d) Consequently, it is understood that employees will be responsible for the payment of parking violations under the following circumstances:
 - i) Parking in no stopping zones;
 - ii) Parking in front of a fire hydrant;
 - iii) Parking in towing zones;
 - iv) Parking in designated fire routes.
- e) The employer will be responsible for the payment of parking violations under the following circumstances, if it is deemed that the employee has made reasonable efforts to avoid such violations and the employee complied with specific instructions he/she may have received from management:
 - i) Parking in a regular “No parking” zone for up to the time required for a pick-up, delivery and short set-up, usually about 30-60 minutes;
 - ii) Parking in a loading zone for up to the time required for a pick-up, delivery and short set-up, usually about 30-60 minutes.

27.12 Employees working in the warehouse shall be entitled to wear bermuda shorts during the summer months.

ARTICLE 28: DURATION OF AGREEMENT

28.01 This agreement shall become effective on 15 April 2009 and shall remain in full force for a five (5) year period thereafter, and it shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests amendment or termination of this Collective Agreement by giving written notice thereof to the other party not less than thirty (30) days and not more than ninety (90) days prior to its expiry.

28.02 In the event that written notice is given in accordance with paragraph 28.01 above, all conditions of this agreement shall remain in effect until a new Collective Agreement is ratified or until the Union is entitled by law to commence a legal strike or the Employer is entitled by law to lockout.

In witness whereof, the parties have affixed their signature in Ottawa, Ontario, this June 22, 2009.

AVW-TELAV

**Communications, Energy and
Paperworkers Union**

Acting on behalf of its Ottawa Branch

Local Section 87-M

Michael Schilz

Dan Comrie

Bernard Carignan

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APPENDIX “A” - Classification and Wage Grid

AVW-TELAV Ottawa	Effective April 19, 2009	Effective April 18, 2010	Effective April 17, 2011	Effective April 15, 2012	Effective April 14, 2013
<u>EMPLOYEE WAGE STRUCTURE</u>	April Increase 0.50%	April Increase 1.00%	April Increase 1.00%	April Increase 1.50%	April Increase 1.50%
	Level Increase 0.50%	Level Increase 0.50%	Level Increase 0.50%	Level Increase 0.50%	Level Increase 0.50%
	TOTAL INCREASE 1.00%	TOTAL INCREASE 1.50%	TOTAL INCREASE 1.50%	TOTAL INCREASE 2.00%	TOTAL INCREASE 2.00%
	Entry Level Increase 0.50%	Entry Level Increase 0.50%	Entry Level Increase 0.50%	Entry Level Increase 0.50%	Entry Level Increase 0.50%
	Probationary Period Increase \$0.75	Probationary Period Increase \$0.75	Probationary Period Increase \$0.75	Probationary Period Increase \$0.75	Probationary Period Increase \$0.75
<u>Classification / Class</u>	Entry Level	Entry Level	Entry Level	Entry Level	Entry Level
TSR Class 4	12.63	12.70	12.76	12.82	12.89
TSR Class 3	15.51	15.58	15.66	15.74	15.82
TSR Class 2	18.06	18.15	18.24	18.33	18.42
TSR Class 1	21.03	21.14	21.25	21.35	21.46
Quality Control / Tester	12.63	12.70	12.76	12.82	12.89
Bench Technician	17.58	17.67	17.75	17.84	17.93
Warehouse / Shipper	12.08	12.14	12.20	12.26	12.32

INSTRUCTIONS

New employees with no previous experience will be hired at the Class 4 Entry Level amount as indicated above. After successful completion of their probationary period (having worked a minimum of 900 hours and a minimum of 6 months), Class 4 Entry Level employees will receive an adjustment of \$0.75 per hour. On their anniversary hire date employees will receive the Level Increase % as indicated above, to signify moving from one level to another (time based), provided they do not change Classification/Class.

New employees with previous experience will be placed by the Employer in a classification, level and rate in relation to their qualifications and expertise. On their anniversary Hire Date employees will receive the Level Increase % as indicated above, to signify moving from one level to another (time based), provided they do not change Classification/Class.

Employee Wage Increases:

April Increase - In April of each year all employees will receive the April % increase as indicated above.

As at April 19, 2009, all existing employees will receive the greater of the April Increase % as indicated above OR the Entry Level rate in their respective Classification/Class. They will then receive the April annual % increase in April of each subsequent year.

Level Increase - On their Anniversary Date, all employees who have not reached the highest Level in their Class, will receive the Level Increase % as indicated above, to signify moving from one Level to another (time based). The Anniversary Date for TSR Class 4, Tester, Bench Technician and Warehouse employees is their Hire Date. The Anniversary Date for Class 3, 2 and 1 TSR employees is the date (twelve (12) months and a minimum of 1800 hours worked) after which they advanced to their current Class.

TSR Class 4, 3, 2 or 1, once they reach Level 4 in their respective Class, will no longer be eligible for the Level Increase % and will only receive the April Increase % as indicated above.

Tester, Bench Technician or Warehouse employees, once they reach Level 6 in their respective Class, will no longer be eligible for the Level Increase % and will only receive the April Increase % as indicated above.

Testing:

Employees in TSR Class 4 or TSR Class 3 who have spent a minimum of two-and-one-half (2.5) years (30 months) in their Class are eligible for testing. Employees who successfully complete the testing to move to the next Class will be reclassified at the "Entry Level" of the Class that is directly superior to the one they are presently in. The Entry Level amounts for each Class are indicated above.

Employees in TSR Class 2 who have spent a minimum of three (3) years (36 months) in their Class are eligible for testing. Employees who successfully complete the testing to move to the next Class will be reclassified at the "Entry Level" of the Class that is directly superior to the one they are presently in. The Entry Level amounts for each Class are indicated above.

In all cases where an Employee is unsuccessful in passing the qualifying tests, they will not be eligible to retest for a period of twelve (12) months. Further details regarding testing can be found in the Letter of Understanding.

All employees will be provided with an annual performance appraisal on or about their Hire Date.

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Letter of Understanding

AVW-TELAV – Ottawa Branch

And

Communications, Energy and Paperworkers Union of Canada,
Local section 87-M

Regarding the assignment of warehouse employees

1. When preparing the weekly schedule, the company will not knowingly schedule warehouse employees to work alone at any given time.
2. The company will make all attempts to replace an employee who fails to report for duty, which would lead to a warehouse employee stranding, based first on warehouse seniority and then by TSR seniority.
3. A duty manager must be contacted in any instance in which an employee finds himself stranded in the warehouse.
4. Appropriate action will be taken by the employer to ensure the health and safety of the employee.

In witness whereof, the parties have affixed their signature in Ottawa, Ontario, this June 22, 2009.

AVW-TELAV

Acting on behalf of its Ottawa Branch

Michael Schilz

Bernard Carignan

Henry Crochetière

Kevin Arsenault

**Communications, Energy and
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Letter of Understanding

AVW-TELAV – Ottawa Branch
and
Communications, Energy and Paperworkers Union of Canada,
Local section 87-M

Regarding the Technical Service Representative (TSR) Classification system

- WHEREAS the parties have entered into a collective labour agreement (CLA);
- WHEREAS this CLA contains reference to a Technical Service Representative Classification System;
- WHEREAS the union recognizes the benefits of such classification system for the advancement of its members and will provide support as required;
- WHEREAS employees recognize the benefits of the system for their own advancement and will make the efforts required to acquire and maintain the skills and demonstrate a genuine interest in doing so;
- WHEREAS the company recognizes the benefits of such classification system to support its core values regarding quality;
- WHEREAS the parties recognize that, over and above the technical considerations of such classification system, the company and the local union representatives involved in training must develop a relevant administrative framework to assist in attaining the objectives of the system.

The parties therefore agree to the following, which be understood to be written in the context of the company's specific mission, vision and core values.

- 1) The preamble forms an integral part of this letter of understanding.
- 2) The local union representatives involved in training and some members of management have a role to play in the efficient administration of the system.
- 3) Roles
 - a) Employees
 - i) Employees must express in writing their career interest with regards to their development.

- ii) Employees must express the specific skill set they wish to acquire in order to reach said career goals.
 - iii) Employees must support these global and specific goals through their commitment and actions to study and work.
 - iv) Employees must accept the fact that, as technology evolves, they may have to do additional studies just to maintain the acquired skill sets.
 - v) Employees must accept the limitations that their acquired sets may impose in the assignments that may be offered to them.
 - vi) Employees must accept the limitations imposed by the local market in which they operate. Some skill sets are not relevant in some markets and employees may have to move or travel to effectively grow to use some high level skill sets.
 - vii) Employees who have acquired the skill sets must accept to act as mentors to other employees in the learning process and, at times, allow these employees to acquire relevant practical experience.
 - viii) Employees must accept the fact that special circumstances may interfere with set plans for training or acquiring relevant practical experience.
- b) Immediate supervisor
- i) The supervisor must ascertain to read and understand their employees' career path and goals.
 - ii) The supervisor, together with his employees and with the assistance of the training department, must establish a reasonable training timetable, being known and understood that knowledge in this field is acquired by a combination of formal theoretical training and relevant practical experience.
 - iii) The supervisor must ascertain to balance the skill sets within his team with regards to the market. If the supervisor must establish an order of preference due to branch, regional or national considerations, he or she will give due consideration to seniority, relevance in the market, relevance for the employee, availability of training opportunities, etc,
 - iv) The immediate supervisor must, as is practically feasible, provide training opportunities to employees as required. This implies having proper backup to replace employees in training.

- v) The immediate supervisor must provide the opportunities for employees to perform their relevant practical experience.
- c) Corporate training coordinator (with regards to individual and branch training plans).
- i) The corporate training coordinator must read and understand the individual and branch training plans.
 - ii) The coordinator must provide appropriate feedback and recommendations as to the relevance and practicality of these individual and branch training plans in light of the overall organization's development plans and needs.
 - iii) The training coordinator determines, based on operational requirements, the number and location of training opportunities.
 - iv) The training coordinator determines the level of difficulty and the passing grade for each module.
- 4) Progression from Class to Class and from Level to Level.
- a) Technical Service Representatives (TSR's)
- i) Progression will be graphically expressed as a grid comprised of four classes from 4 to 1, each of which holding 5 levels, from Entry Level to Level 4. There is also a 6-month step within Class 4.
 - ii) Progression from Level to Level is time-based.
 - iii) Progression from Class to Class is subject to succeeding on a theoretical and practical qualification test.
 - iv) TSR Class 4 and TSR Class 3 who have spent a minimum of two-and-one-half (2.5) years (30) months in their Class are eligible for testing. Employees who successfully complete the testing to move to the next Class will be reclassified at the "Entry Level" of the Class that is directly superior to the one they are presently in.
 - v) TSR Class 2 who have spent a minimum of three (3) years (36 months) in their Class are eligible for testing. Employees who successfully complete the testing to move to the next Class will be reclassified at the "Entry Level of the Class that is directly superior to the one they are presently in.

- vi) In all cases where an employee is unsuccessful in passing the qualifying tests, they will not be eligible to retest for a period of twelve (12) months.
- vii) The Company reserves the right to hold an employee who does not succeed on the theoretical and practical qualification test, at Level 4 of Class 4, Class 3 or Class 2. The Employee will have the ability to grieve the matter.
- viii) There will be two (2) testing windows per year: throughout the months of January and July. Employees who miss the test at a given window may register at the subsequent window.
- ix) TSR's will be expected to complete four (4) National Training opportunities from Class 3 to Class 2, and six (6) from Class 2 to Class 1. TSR's who fail to register for such training or fail to attend training for which they were registered will not be allowed to submit to the theoretical and practical qualification test. TSR's who were prevented from attending the training because the National Training session was cancelled or because the Branch was too busy to allow the TSR to attend the training will be allowed to submit to the qualification test but will be expected to make up the missed training at the first opportunity.

b) Tester, Warehouse, Bench Technicians.

- i) Each of these positions has a single class grid comprised of six levels from Entry Level, 6-month Level and Levels 1 to 6.
- ii) Progression from Level to Level is time-based.

5) Training

- a) Training generally consists of formal classroom teaching provided by subject matter expert.
- b) Alternately and at the sole discretion of the corporate training coordinator, the company may replace, totally or partially, formal training by internet or media based training modules.
- c) Training may be provided locally, regionally or nationally depending on operational needs.
- d) Unless determined otherwise for some specific subject matters, training and practical experience cannot be regarded independently.

- e) Employees will be given the opportunity to complete an evaluation sheet for each course.
- 6) Testing
- a) The Union will be given an opportunity to provide comments and advice on the test design and content.
 - b) The practical test will be done in front of an assessment board comprised of two (2) representatives from management and one from the bargaining unit.
 - c) The assessment board will provide feedback to employees to assist in their future development.

In witness whereof, the parties have affixed their signature in Ottawa, Ontario, this June 22, 2009.

AVW-TELAV

**Communications, Energy and
Paperworkers Union**

Acting on behalf of its Ottawa Branch

Local Section 87-M

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Letter of Understanding

AVW-TELAV – Ottawa Branch
and
Communications, Energy and Paperworkers Union of Canada,
Local section 87-M

Regarding Joint Management-Union Meetings

WHEREAS the parties have entered into a collective labour agreement (CLA);

WHEREAS the Management, the Union and the employees recognize the value of frequent, two-way and open communication between the parties;

The parties therefore agree to the following, which is understood to be written in the context of the company's specific mission, vision and core values.

1. The preamble forms an integral part of this letter of understanding.
2. The Management and Union will organize and maintain, as need be, regular meetings to discuss matters of mutual concern.
3. These matters may include, but are not limited to, the assignment schedule and distribution of available hours.
4. The make up of this committee will be decided between the Management and the Union.
5. The frequency of meetings will be decided between the management and the Union.
6. It is understood that decisions that will generate cost for the employer must have the prior approval of the management.

In witness whereof, the parties have affixed their signature in Ottawa, Ontario, this 14 of May 2009.

AVW-TELAV

**Communications, Energy and
Paperworkers Union**

Acting on behalf of its Ottawa Branch

Local Section 87-M

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