

COLLECTIVE AGREEMENT

BETWEEN

**Unifor**

AND

**Transervice Lease Co.**

Auto Equipment Mechanic, Auto Equipment Mechanic Apprentice and Service Adviser



EFFECTIVE FROM DECEMBER 1, 2023,  
TO NOVEMBER 30, 2026



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THIS AGREEMENT is made in duplicate this 1st day of December 2023.

BETWEEN:

the UNIFOR the duly certified bargaining agent, hereinafter referred to as the "Union",

OF THE FIRST PART;

and

TRANSERVICE LEASE CO., hereinafter called the "Company"

OF THE SECOND PART

## **ARTICLE 1 - RECOGNITION AND SCOPE**

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

**1.02** This Agreement shall apply to all Auto Equipment Mechanic, Auto Equipment Mechanic Apprentice, and Service Advisor employees of the Company covered by the certification order of The Provincial Labour Relations Board When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

## **ARTICLE 2 - DISCRIMINATION**

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

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

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

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

## **ARTICLE 3 - DEDUCTIONS**

### **Union Dues**

**3.01** Subject to the provisions of this Article, the Company will deduct an amount equivalent to the regular monthly union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within 30 days of their hiring or transfer, as a condition of employment.

**3.02** The Company agrees that all regular dues deductions will be processed on a monthly basis with the deduction being made in the second pay period of each month.

**3.03** As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the Unifor, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.

**3.04** The amount of regular monthly union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.

**3.05** Regular monthly union dues means the dues established by each Local as the monthly dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

### **Social Justice Fund**

**3.06** The Company agrees to pay into a special fund, five hundred dollars (500.00), per year, per province, in each year of this agreement, for the Unions Social Justice Fund. Payments will be made on a yearly basis, within thirty (30) days of the anniversary date of this agreement. Such contributions shall be sent by the company to the following address;

**Unifor Social Justice Fund  
115 Gordon Baker Road  
North York (Ontario)  
M2H 0A8**

Cheques will be made payable to the Unifor Social Justice Fund

## General

**3.08** The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement except for employees who are assigned to an acting or temporary management position.

**3.09** When an employee does not have sufficient earnings in respect to any month to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

**3.10** It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

## ARTICLE 4 - UNION REPRESENTATION

**4.01** The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards shall not exceed 25.

**4.02** (a) The Union agrees to notify the Company in writing of the names of Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to inform the Company in the same manner of any changes or substitutions. A Local Officer, Chief Steward or Steward shall not act as such during working hours until the Company has been notified of his appointment.

(b) Where a Steward is unable to represent the employees in his local, another Steward in that local may be substituted in his place and the Company shall be so informed.

(c) Chief Stewards and Local Officers may, in addition to their normal duties under this Agreement, handle grievances and arbitrations for employees in the Transervice Bargaining Unit represented by the Union, who are in their Local.

**4.03** (a) Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Local Officer, Chief Steward or Steward shall be allowed reasonable time to transfer his duties as a Local Officer, Chief Steward or Steward to his successor.

(b) Except where the provisions of Article 11 or Article 16 apply, where a Steward or a Local Officer is selected for a relocation which would render him ineligible to represent his voting unit and there is another employee in the same functional group, within the same reporting centre and who possesses the same qualifications, the Steward or Local Officer shall be given the option of accepting or rejecting the relocation providing the remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining.

**4.04** The Company agrees that permission for representatives of the Union to enter the Company's premises will not be unreasonably withheld.

**4.05** The Company shall grant a leave of absence of between three months and one year, without pay, to an employee requesting such leave to assume full-time employment with the Union.

**4.06** (a) Such leave of absence shall be renewed by the Company at the request of the Union.

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

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

(a) the total of such leaves in a calendar year shall not exceed 52 weeks;

(b) the granting of such leaves shall be subject to service requirements;

(c) the leave of absence shall not be used for the solicitation of members for the purpose of certification;

(d) a written request for such leave must be submitted to the Company at least two weeks prior to the commencement of the leave, and a copy forwarded to the Vice President of Operations

**4.08** The Company will pay an employee who is on leave of absence pursuant to section 4.07, on behalf of the Union, at his basic rate of pay for the duration of the leave of absence. Any amount so paid by the Company will be billed to the National Union monthly and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

## ARTICLE 5 - TIME ALLOWANCE

**5.01** (a) An employee having a grievance or complaint, or a potential grievance or complaint, may confer with his Union Steward or with Management during his scheduled working hours, and

(b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

(c) Any grievance related activities other than those referred to in this section are to be considered as other union business and the provisions of section 5.03 shall apply.

**5.02** An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective Agreement or the date that conciliation is requested will be without pay and subsection 5.03 (e) shall apply.

**5.03** (a) A Union Steward, may attend up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided that it is the business of the bargaining unit covered by this Agreement.

(b) Chief Stewards or Local Officers may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided it is the business of the bargaining unit covered by this Agreement or of the Operator Services bargaining unit represented by the Union.

(c) A Local Union President or his delegated representative may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company.

(d) All time off required pursuant to subsections 5.03 (a), 5.03 (b) or 5.03 (c) will be granted without pay; however,

(e) The Company will pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other business of the Union. Any amount so paid by the Company will be billed to the National Union monthly with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

**5.04** (a) Time off pursuant to this Article shall be granted only following a formal request to management, on a form supplied by the Company. Such request shall contain the reason the time off is required, the name of the grievor requesting the meeting and the name of the grievor's foreman (if appropriate), a telephone number where the person requesting the time off can be reached and the estimated duration of the time off the job requested. Such request will not unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.

(b) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to which he is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.

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

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

**5.06** One representative of each of the Locals may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, to a maximum of five days; provided however that the Company is given the names of the delegates two weeks prior to the meeting.

## **ARTICLE 6 - EXPENSES**

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

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

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

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

## **ARTICLE 8 - MANAGEMENT RIGHTS**

**8.01** The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the working forces and without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, dismiss or otherwise discipline employees.

**8.02** The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

## **ARTICLE 9 - DEFINITIONS**

**9.01** "Employee" means a person employed in Transervice Lease Co. to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment A attached hereto, but does not include a person who,

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
- (2) exercises Management functions.

(a) "Regular Employee" means an employee whose employment is reasonably expected to continue for longer than two years, although such employment may be terminated earlier by action on the part of the Company or the employee.

(b) "Temporary Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three weeks but not more than two years.

A Temporary employee, upon accumulating 24 months of time worked as defined in section 9.02, shall be offered a Regular Part-Time position and, upon his acceptance, be reclassified in accordance with the provisions of subsection 24.02 in the order provided under subsection 24.02. Should the employee refuse this offer, his employment shall be terminated. After (24) twenty-four months of employment, a Regular Part-Time employee will be re-classified as Regular Full Time. Employees may request to keep a Regular Part-Time position. The company will accept this request when the business can so accommodate.

(c) "Full-Time Employee" means an employee (Regular or Temporary) who is normally required to work the basic hours of work as established for his occupation.

(d) "Part-Time Employee" means an employee (Regular or Temporary) who is normally required to work less than the basic hours of work for a Full-Time employee.

A Part-Time employee shall not be construed to occupy or to have claim to a Full-Time position by virtue of having worked the basic hours of work established for a Full-Time employee.



(e) "Probationary Employee"

An employee shall be considered to be a Probationary employee until he has been continuously employed by the Company for six months.

Notwithstanding Article 13 of this Agreement, the Company retains the right to terminate the employment of a Probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

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

**9.02** For the purpose of subsection 9.01 (b) and section 9.03, "Time Worked" means any period during which a Temporary employee is performing work, on a continuous basis, or a non-continuous basis in accordance with the provisions of subsection 9.03 (a) within the same district. For any such period of time worked during a week or portion of a week, the employee shall be credited one calendar week of time worked. This definition shall not be construed as affecting any rights of an employee under the provisions of section 10.01 of this Agreement.

### **Rehiring - Temporary Employees**

**9.03** (a) A Temporary employee who has been continuously employed by the Company for six months and whose employment is terminated shall be listed on a rehiring list for former Temporary employees in order of accumulated time worked, and shall remain on the rehiring list for a maximum of six months following the end of his last period of employment.

(b) Prior to hiring a new Temporary employee in a family, headquarters and district, the Company shall offer the position to a former Temporary employee who is qualified to perform the work available and whose name is on the rehiring list of that family, headquarters and district.

(c) A former Temporary employee shall be offered to be rehired, in order of accumulated time worked, into a Temporary position within his family and within the same headquarters and district.

(d) It is the responsibility of a former Temporary employee who desires to be rehired to keep the Company informed of his correct address, and to advise the Company within five days of the date of the offer of rehiring as to his acceptance. The former employee shall have ten days from the date he accepted the rehiring offer, to report for duty.

(e) Where a former employee does not accept the offer of rehiring or report for duty within the time limits prescribed in subsection 9.03 (d), he forfeits his rights to be rehired in accordance with subsections 9.03 (a) through (d).

(f) The date of mailing of a registered letter to the employee's last address on Company records shall be the date of the offer of rehiring.

**9.04** Where a former Temporary employee is rehired within his family, headquarters and district, in accordance with the provisions of section 9.03, he shall not be considered to be a Probationary employee.

**9.05** The provisions of section 9.03 do not apply to a Temporary employee who has rejected an offer of a Regular Part-Time position in accordance with the provisions of subsection 9.01 (b).

**9.06** The provisions of section 9.03 shall not apply to an employee who is dismissed in accordance with the provisions of Article 13.

### **ARTICLE 10 - SENIORITY**

**10.01** The net credited service date as shown on Company records and as posted on the seniority lists establishes an employee's seniority. The Company agrees that existing rules for determining net credited service, as described in Company practices, will not be changed during the life of this Agreement in a manner that will diminish the net credited service of any employee.

**10.02** All employees covered by this Agreement whose operations manager reports to the same general manager shall comprise a seniority unit.

**10.03** The exercise of seniority shall be within a seniority unit except as otherwise specifically provided in this Agreement. If two or more employees have the same seniority, the one occupying his present position the longest shall be deemed to have the most seniority.

**10.04** The Company will prepare and make available on the appropriate Company intranet site(s), on February 1 and August 1, lists showing the seniority of employees within each seniority unit, and their headquarters. The link(s) giving access to the intranet site(s) will be posted on the appropriate Company bulletin boards. One copy of such list(s) will be sent to the local Union office.

**10.05** The Company agrees to advise the Steward concerned where an employee is hired, retired on pension, permanently transferred, temporarily transferred, or assigned to a job location, for five days or more, reclassified, reassigned, or promoted to a management position. Such advice as well as the employment status of the employee, his occupation and reporting centre will be given to the Steward in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the Steward concerned of an employee's death, resignation or leave of absence for a period exceeding 30 days.

## **ARTICLE 11 - FORCE ADJUSTMENT**

### **General**

**11.01** When any condition arises which reduces the workload to the extent that, in the Company's opinion, force adjustment is warranted, the following shall apply:

(a) If the contemplated adjustment to the force would involve the lay-off of 15% or more Regular employees per province from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, lay-offs, or a combination of the two shall be put into effect.

(b) If the contemplated adjustment to the work force is less extensive than that described in subsection 11.01 (a), the Company shall not resort to lay-off of Regular employees or part-timing of Regular Full-Time employees, except with the agreement of the Union.

**11.02** In the event that an agreement as to a plan cannot be reached under subsection 11.01 (a) within a period of 30 calendar days after the matter has been submitted to the Union, the Company may proceed on a plan of lay-off to the extent it deems necessary.

**11.03** It is expressly understood, however, that if the Company proceeds on a plan of lay-off at the expiration of the 30-day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

### **Temporary Lay-Off**

**11.04** (1) Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which may be for a period of up to but not exceeding a maximum of 25 consecutive weeks, the following provisions shall apply.

(2) (a) No Regular employee shall be laid off until:

(i) the employment of all Temporary employees is terminated within the affected family and headquarters where lay-off is warranted, and

(ii) all contractors working within the affected family and headquarters where lay-off is warranted, are released, where Company employees can do the contracted work with a 5-day familiarization period and when the necessary tools and equipment are available.

(b) Once the temporary lay-off is in effect, no employee shall be hired or transferred into the affected family and headquarters until the end of the lay-off period.

(c) For the purposes of this Article, family(ies) shall mean the family(ies) listed in Attachment D of this Agreement.

(d) The aggregate period of temporary lay-off(s) shall not exceed thirty-two weeks within any calendar year.

### **Temporary Lay-Off Procedures**

**11.05** The following procedures shall be applied in laying off Regular employees:

(1) The most junior employee(s) in the affected occupation within the headquarters, will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

(2) The identified surplus employee will have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company only if the employee is qualified to perform the required work within such period of time as may be reasonably required but, in any event, not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee. The reassignment shall be made only in the following order:

(a) by displacing the most junior employee in another occupation of the same classification, in the same family within the same headquarters,

(b) by displacing the most junior employee in another occupation of a lower classification, in the same family and within the same headquarters.

(3) The Company will attempt to place, in accordance with subsection 11.05 (2), each of the identified surplus employees commencing with the most senior.

(4) Those employees eventually constituting the final surplus list shall be laid off.

(5) Any employee reassigned to an occupation of a lower classification, in accordance with paragraph (b) of subsection 11.05 (2), shall continue to be paid at his previous salary rate for the duration of such reassignment.

**11.06** Upon completion of a temporary lay-off, all laid off employees shall be guaranteed a recall by the Company in accordance with sections 11.14 to 11.18.

### **Long Term Lay-Off**

**11.07** Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which are expected to be in excess of 25 consecutive weeks, the following provisions shall apply:

**11.08** No Regular employee shall be laid off until:

(a) the employment of all Temporary employees within the headquarters is terminated, and

(b) all contractors working in the territory served by the headquarters are released, where Company employees can do the contracted work with a 5-day familiarization period and when the necessary tools and equipment are available.

### **Long Term Lay-Off Procedures**

**11.09** The following procedures shall apply in laying off Regular employees:

(1) The most junior employee(s) in each job classification affected in the seniority unit within the headquarters will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

(2) The most senior of such employees shall have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company in the following order:

(a) to his job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee,

(b) first to the same position and then to another position or job classification within the employee's seniority unit for which the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,

(c) to another position or job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee.

- (d) an employee having five or more years of net credited service, who cannot be assigned in accordance with paragraphs (a), (b) or (c) of subsection 11.09 (2) may be assigned to an occupation of his job classification in another seniority unit in a headquarters adjacent to his own, provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee.

(3) An employee assigned in accordance with paragraph (b) or (d) of subsection 11.09 (2) shall be eligible to living and transportation expenses in accordance with sections 23.08 and 23.09 for a period not to exceed 90 days, provided he reports for work in a headquarters other than his own.

(4) The Company will attempt to place, in accordance with subsection 11.09 (2) each of the identified surplus employees commencing with the most senior.

(5) Those employees eventually constituting the final surplus list shall be laid-off.

#### **Information Lists**

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

- (a) a list of all employees who have been identified as surplus including their occupations and headquarters;
- (b) a list of all employees who have been displaced, including their previous job title and their new job title;
- (c) a final list of surplus employees who shall be laid off including their occupation and headquarters;
- (d) a revised seniority list in accordance with section 10.04 of this Agreement.

#### **Benefits Coverage - Temporary Lay-Off**

**11.11** The Company agrees to maintain the eligibility of a laid off employee during the entire period of a temporary lay-off to:

- (a) credit for service
- (b) participation, without payment of premium, in the:
  - (i) Comprehensive Medical Expense Plan
  - (ii) Vision Care Plan
  - (iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

#### **Benefits Coverage - Long Term Lay-Off**

**11.12** The Company agrees to treat the first 30 days of a long term lay-off as a leave of absence and to maintain the eligibility of a laid off employee during that period to:

- (a) credit for service
- (b) participation, without payment of premium in the:
  - (i) Comprehensive Medical Expense Plan
  - (ii) Vision Care Plan
  - (iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

## Reassignment or Transfer

**11.13** An employee displaced under section 11.09 shall have the opportunity to be reassigned or transferred or may at the Company's direction be reassigned or transferred, ahead of any job posting, to his former position at his original reporting centre prior to the recall of any laid off employee at that location.

## Recall Procedures

**11.14** (a) Employees who are on a temporary lay-off shall be listed on a family-wide recall list within the headquarters in seniority order and so maintained. They shall be recalled in inverse order of lay-off within their family provided they are qualified to perform the work available.

(b) Employees who are on a long term lay-off shall be listed on a headquarters-wide recall list in seniority order. Where a recall is warranted, the eligible employees shall be recalled in inverse order of lay-off within a headquarters provided they are qualified to perform the work available.

**11.15** When an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, he may choose, subject to section 11.17, to refuse recall until a job is available at his original reporting centre, provided the position to which he was recalled can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, the provisions of section 11.13 shall apply.

**11.16** It is the responsibility of a laid off employee who desires to be recalled within the terms above to keep the Company informed of his correct address, and to advise the Company within ten days of the date of recall as to his acceptance.

**11.17** The Company may assume that failure on the part of any laid off employee to notify the Company within ten days concerning his acceptance of an offer of recall, or to report for duty within 15 days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.

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

## Lay-Off Allowance Plan - Temporary and Long Term Lay-Off

**11.19** Regular employees who are laid-off in accordance with this Article for a reason other than technological change, shall be granted lay-off allowance under the Lay-Off Allowance Plan.

**11.20** Except as otherwise provided in section 11.22, a Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

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

Three weeks' additional pay for each full year of service in excess of 15 years of net credited service.

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

(b) Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off in the case of a Regular Full-Time employee, and equivalent to 90% of the average earnings in the four pay periods preceding lay-off in the case of a Regular Part-Time employee, less Employment Insurance benefits entitlement.

**11.22** (a) In addition to the Lay-Off Allowance Plan referred to in section 11.19, a Regular employee who is on a temporary lay-off shall be granted, during the first two (2) weeks of such a temporary lay-off:

(i) an allowance equivalent to 40% of his regular weekly pay at time of lay-off in the case of a Regular Full-Time employee;

or,

(ii) an allowance equivalent to 40% of his average earnings in the four pay periods preceding lay-off in the case of a Regular Part-Time employee.

(b) Notwithstanding the provisions of subsection 11.23 (a), when a Regular employee on a temporary lay-off has used up his lay-off allowances as provided under section 11.20, the Company will again grant him an allowance in accordance with paragraph (i) or (ii) of subsection 11.22 (a) for the remaining portion of the temporary lay-off, up to the maximum authorized by the applicable legislation.

**11.23** Lay-off allowances will cease as follows:

- (a) When lay-off allowance entitlement is used up.
- (b) When the employee reports for work subsequent to recall.
- (c) When the employee fails to report for work after recall.
- (d) When the employee is disentitled or disqualified from Employment Insurance payments.
- (e) When the employee obtains other employment.
- (f) If the employee resigns.

**11.24** Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of lay-off. The rate of pay used in such computations shall be the employee's basic rate of pay in effect at the date of lay-off.

#### **Reinstatement of Lay-Off Allowance Benefits - Long Term Lay-Off**

**11.25** An employee who has been recalled following a period of long term lay-off and is again laid-off on a long-term basis prior to completing one year of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to section 11.20 based on his overall net credited service after deducting the amount he received from his previous lay-off.

### **ARTICLE 12 - SAFETY AND HEALTH**

**12.01** Both parties to the present Agreement recognize the need to ensure the safety and protect the health of all employees.

**12.02** It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the safety and health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

**12.03** It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and equipment when required by those procedures. No employee shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.

**12.04** An invitation shall be given to a local Safety and Health representative to attend any accident investigation meeting involving an employee whom he represents. The local Safety and Health representative may delegate a Steward from the same local to replace him at the meeting. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents

in the future. The Local Officer may delegate another Local Officer from the same local to replace him at the meeting.

**12.05** The Company shall pay for all safety equipment that employees are required to wear except for safety footwear.

Where employees are required by the Company to wear safety footwear the Company agrees to pay for each employee

(a) Once annually, the full cost up to a maximum of \$275.00 per calendar year for one pair of safety boots, insoles, laces and/or one pair of overshoes to fit safety boots.

**12.06** (a) The Corporate Safety and Health Committee is composed of three members who are employees in the Craft and Services bargaining unit represented by the Union, and up to three representatives of the Company. Additionally, two Regional Vice-Presidents of the Union, or their designates and two other representatives of the Company may attend the deliberations of the Committee as "ex officio" members.

(b) The Corporate Safety and Health Committee shall meet at least once a year and is responsible for establishing its own rules and procedures as well as the rules and procedures of the local Safety and Health Committees (Auto Equipment Mechanic, Auto Equipment Mechanic Apprentice, and Service Advisor), their scope of responsibility, frequency of meetings and any other similar matter.

(c) Except for the number of Committees and the frequency of meetings, the rules for both the Corporate and local Safety and Health Committees, as referred to in subsection 12.06 (b), shall mean the powers and obligations of joint Safety and Health Committees found in the Occupational Health and Safety Act.

(d) Notwithstanding the provisions of Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Corporate and local Safety and Health Committees shall not be submitted to the grievance procedure. This subsection does not apply to the provisions contained in Attachments A and B of the agreed procedures relative to both the Corporate and local Safety and Health Committees.

(e) It is clearly understood that relevant safety and health issues that have implications that transcend local concerns will be referred to the Corporate Safety and Health Committee together with any notes dealing with that issue.

**12.07** The number of local Safety and Health Committees (Auto Equipment Mechanic, Auto Equipment Mechanic Apprentice, and Service Advisor) shall be as mutually agreed to by the parties, but in any event shall not exceed 1. This Committee is composed, in equal numbers, of employees and representatives of the Company.

**12.08** The Company will provide a program to monitor the safety of employees that must work alone. (to be implemented 30 days after signing of MOA).

The New Security System for employees working alone shall take into account the following elements:

1. How calls will go out to employees working alone.
2. The procedure associated with the system to clearly define the persons responsible for responding to alarms or non-responses of employees that may occur.
3. The Joint H&S Committee will document and provide recommendations for the program.
4. Union members on the JHSC, to carry out tests on the effectiveness of the process, twice a year, in each province without prior notice.

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

**13.01** No employee shall, for disciplinary or non-disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed, except for just cause.

**13.02** (a) The Steward or Chief Steward shall, unless the employee objects, be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in section 13.01. Where the Steward or Chief Steward invited by the Manager to attend is not scheduled to work at the time the meeting is to be held, he may be replaced by the nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

(b) Where circumstances require the spontaneous imposition of discipline, the Company shall advise the employee's Steward or Chief Steward immediately.

**13.03** The Company agrees to provide the employee and his Steward with written notification of the imposition of any measure referred to in section 13.01, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.

**13.04** An employee may grieve, in accordance with Article 14, the imposition of any measure referred to in section 13.01 which he feels was imposed without just cause.

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

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

**13.07** An employee shall have the right to inspect his disciplinary record annually after making suitable arrangements with his Manager. The employee and/or his Union Representative shall also have the right under the same conditions to inspect the disciplinary record, where the employee grieves the imposition of discipline or a dismissal at the first step of the grievance procedure and at the third step if so requested by the Union. For grievances taken up at the second step pursuant to section 13.05 the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

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

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

### **Security Interviews**

**13.10** When an employee is required to attend a security interview, the employee shall be advised, in general terms (for example: misappropriation, conflict of interest, breach of trust, etc.), of the nature of the interview, prior to the meeting provided in Section 13.11.

**13.11** A Union representative shall be granted, immediately prior to a security interview, a maximum of 15 minutes to confer with the employee whom he represents.

**13.12** The Union representative shall, unless the employee objects, be invited by management to attend a security interview whenever an employee is interviewed by a representative of the Company's security department.

**13.13** It is understood that local management and Union representatives shall attend the interview as observers to the process and not as participants. They shall be able to ask clarifying questions during the meeting, but shall, in no way, disrupt the investigation process. During these interviews, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts. The main purpose of the interview is to identify the facts pertaining to the matter being investigated.

## **ARTICLE 14 - GRIEVANCES**

### **Definitions**

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

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

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

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

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

#### **Step 1**

**14.01** Before a grievance is submitted in writing, a discussion with a view to resolving the complaint will be held between the manager, the Union Steward and the employee involved. A grievance shall be submitted within 30 days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance,



(a) to his second level of management by:

(1) the employee alone,

(2) the employee accompanied by the Steward, or,

(3) the Steward alone, provided the grievance is signed by the employee. The second level of management, receiving a grievance submitted in accordance with the above, shall acknowledge its receipt by signing it and recording the date the grievance was submitted.

or

(b) in the case of a grievance which alleges sexual harassment, the matter may be referred directly to Step 2 of the Grievance Procedure.

**14.02** The second level Manager or delegate shall convene a meeting and render his decision orally within 10 days of receipt of the grievance. He shall sign and date the grievance form.

## **Step 2**

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

**14.04** A notice of intention to appeal to the Company Grievance Committee shall be forwarded to the Vice President of Operations, and shall include a written statement of the Union's position, signed and dated by an Officer or employee of the National Union. A copy of this statement shall be attached to a copy of the grievance form.

**14.05** The Company Grievance Committee shall meet with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union within 30 days of receipt of the notice of the intention to appeal, with a written statement of the resultant grievance settlement, or, if no settlement has been achieved, of the Company's final position.

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

## **Company or Union Grievances**

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

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

**14.09** A Company or a Union grievance shall be processed in accordance with the intent of the provisions of the Individual Grievance Procedure and within the applicable time limits, provided always that:

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

(2) in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted directly by the President of the Union, or an Officer of the Union, to the Vice President of Operations, or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 2 of the Individual Grievance Procedure.

## **Time Limits**

**14.10** It is the mutual desire of the parties hereto that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose.

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

## **General**

**14.12** A grievance shall be in writing, on a standard form approved by the Company, and shall include:

- (a) the grievor's name and occupation
- (b) the date of the event giving rise to the grievance
- (c) the nature of the grievance, including loss or detriment alleged to have been suffered
- (d) the remedy sought from the Company
- (e) the Article(s) alleged to have been violated

**14.13** A grievance shall not be deemed to be invalid prior to Step 1 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in section 14.12.

**14.14** When a grievance or complaint is being handled by a representative of the Union, the Company will not endeavour to settle the grievance or complaint with the employee involved without prior notice to the representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a representative. No such grievance or complaint will be deemed to have been settled without the concurrence of the employee's Union representative.

**14.15** The right of any employee, or group of employees, at any time, to present their personal grievances or complaints to management through the regular supervisory channel is not restricted by this Agreement, except when such grievance or complaint is being handled, or has been handled, by the Union.

**14.16** A non-disciplinary grievance meeting may, with the consent of the local union, be held through the use of video/teleconferencing facilities. It is understood that this consent will not be unreasonably withheld.

**14.17** A Manager convening a meeting in accordance with sections 14.02, may have another management representative in attendance.

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

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

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

## **Complaint Procedure**

**14.19** (a) A complaint may be submitted orally except that where submitted to the third level of management or above, it shall be in writing.

- (b) Oral warnings or reprimands may not be the object of a complaint or grievance.

**14.20** A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Individual Grievances, or Company and Union Grievances, as appropriate.

**14.21** Subject to section 14.22 it is agreed that a written statement of settlement, or failing settlement, a written statement of Company position, at Step 2 shall constitute the final resolution of the complaint.

**14.22** Where, prior to a Step 2 meeting, the Union alleges that the subject matter of a complaint is a difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, the Union shall identify the provision of the Agreement allegedly violated and that matter may then be pursued as a grievance.

## **ARTICLE 15 - ARBITRATION**

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

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

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

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

- (i) its acceptance of one of the persons proposed by that party to act as an Arbitrator, or
- (ii) suggest the names of other neutral persons it proposes to act as an Arbitrator.

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

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

(a) the Arbitrator shall suggest dates on which to commence the hearing of the matter in dispute. Such dates shall be, insofar as possible, within 60 days of the appointment of the Arbitrator, or such longer period as the parties may agree;

(b) the Arbitrator shall, on the day scheduled pursuant to subsection 15.04 (a), meet to hear the matter at issue unless the parties and the Arbitrator agree on another date on which to commence the hearing; and

(c) where the hearing of the matter cannot be completed in one day, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

#### **Board of Arbitration**

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

#### **Expedited Arbitration Process**

**15.06** Where the matter at issue is one relating to the alleged violation of section 13.01, it may be submitted to the following process of expedited arbitration:

(a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established according to, and dependent on, their availability.

(b) Unless the parties mutually agree to a lesser number of days, three days in each calendar month shall be scheduled on dates mutually agreed to by the parties, as potential hearing days, for a period of six months in advance, for each of the succeeding six months.

(c) The Union shall assign to these Arbitrators, no later than 30 calendar days prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitrator.

**15.07** By mutual written agreement of the parties, any other grievance that is not one in relation to the alleged violation of section 13.01 may also be submitted to the Expedited Arbitration Process.

## General

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

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

**15.09** The decision of the Arbitrator shall be made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitrator, it is not practicable to make a decision within the 60 days.

**15.10** It is the intention of the parties to adhere to the time limits expressed in this Article but the failure of an Arbitrator to do so does not affect the jurisdiction of the Arbitrator to continue with and complete the arbitration proceedings.

**15.11** If at Step 2 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in section 15.06 shall not apply.

**15.12** The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

**15.13** Each party shall pay one-half the fees and expenses of the Arbitrator (or Chair, where applicable) and of any clerk or stenographer whom the Arbitrator (or Chair, where applicable) may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits, fees and expenses of its own nominee (where applicable), or otherwise.

**15.14** The decision of the Arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. Where applicable, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair shall govern.

## ARTICLE 16 - TECHNOLOGICAL CHANGE

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

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

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

**16.02** The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to the effects thereof.

**16.03** Whenever the Company proposes to effect a technological change that is likely to result in the termination of employment of 15% or more Regular employees within the bargaining unit, it shall give notice of the technological change to the Union at least 120 days prior to the date of any such termination. The notice shall be in writing and shall state:

- (a) the nature of the technological change
- (b) the date upon which the Company proposes to effect the technological change
- (c) the approximate number and type of employees likely to be affected by the technological change
- (d) the locations where the technological change will have effect.

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

**16.04** Where within 12 months of the date on which the Company effected, in a location, a technological change for which notice is required under section 16.03, the Company requires a further reduction of the work force in that location as a result of the ongoing effects of that technological change, the provisions of sections 16.02 and 16.05 to 16.11 inclusive

shall apply to the employees affected.

**16.05** In the event the Company and the Union are unable to reach agreement within 30 days of the Union being notified, in accordance with section 16.03, an affected employee may:

- (a) elect to accept termination of service in accordance with section 16.08, or
- (b) elect to invoke the lay-off provisions of section 11.09 and subsequent sections of Article 11.

**16.06** Whenever the Company proposes to effect a technological change the impact of which is less extensive than that described in section 16.03, the Company shall not resort to lay-off or part-timing of Full-Time employees, except with the agreement of the Union.

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

**16.08** (a) Termination allowances in amounts computed in accordance with subsection 16.08 (c) shall be paid to employees whose service is terminated by the Company and the termination is directly attributable to a technological change, unless:

- (i) the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.03, of his intention to retire on pension.
  - (ii) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.
- (b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.
- (c) The amount of termination allowance paid in accordance with this Article will be computed as follows:

#### Termination Allowance

Net Credited Service

<u>Period Completed</u>	<u>But Less Than</u>	<u>No. of Weeks Pay</u>
-	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

For each subsequent 6-month period:

16 years through 25 years	2
From 25 years	2 1/2

**16.09** If an employee with six months or more net credited service is transferred or reassigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer and the basic rate of pay for the new position or occupation is lower, the employee so transferred will receive a "Transfer Indemnity" paid as a

lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.

**16.10** If an employee is transferred to another locality as the result of technological change and in accordance with the definition of a transfer contained in Article 22 or paragraph (iv) of subsection 23.01 (a), the provisions of section 22.09 shall apply.

**16.11** (a) An annuity shall be available to an eligible employee who has been displaced from his job as a result of technological change and to whom the provisions of section 16.07 apply. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs to an employee who has 15 years' or more of service and who is not eligible to a deferred annuity under the terms of the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" as amended to 1 January 1975. The amount of the annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of a deferred annuity payable under the terms of the Plan and payable at the time provided in the Plan.

(b) An employee's entitlement to the annuity provided in subsection 16.11 (a) ceases where

- (i) the employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan, or
- (ii) the employee, subsequent to his termination of employment, is re-employed by the Company and becomes eligible to another annuity as provided under the Plan.

## **ARTICLE 17 - WAGE ADMINISTRATION**

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

### **Rates of Pay for Part-Time Employees**

**17.02** The rate of pay for a Part-Time employee shall be on a pro-rata proportion of the rate established for the occupation concerned, unless a specific schedule for Part-Time employees forms part of this Agreement.

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

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

### **Demotional Treatment**

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

### **Alternative Plans**

**17.05** (a) The Company may, at its discretion, authorize alternative plans, as specified in Attachment C, for a locality. The Company agrees to notify the Union when such alternative plans are authorized.

(b) When alternative plans are introduced in a locality all employees on the affected steps of the wage schedule will be paid under the alternative plan. If an alternative plan is removed from a wage schedule, all employees on the plan at the time it is removed will continue to be paid the alternative rate until they reach the step where the alternative and regular plans merge.

### **Wage Increases**

**17.06** (a) Increases shall be granted on the basis of merit as determined by the Company. The time interval specified for each step of a wage schedule is a period during which an employee is under survey as to his capacity and qualifications.

(b) Where, in the opinion of the Company, an employee has not demonstrated sufficient qualifications or capacity to warrant an increase on the basis of merit, he shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.

(c) Where an employee receives a notice pursuant to subsection 17.06 (b) he may, within ten days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, he may take the matter up as a grievance.

**17.07** The time intervals for each step of Wage Schedule 1, 2, 3 shall be six months from your date of hire.

**17.08** The effective day for an increase shall be the 6-month anniversary from your date of hire.

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

**17.09** (a) Increases in the basic rate of pay, which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine.

(b) Where, for reasons of accident, sickness or quarantine, an employee is absent for 30 days or less and his progressional wage increase is delayed until his return to work in accordance with subsection 17.09 (a), the effective date of any subsequent progressional wage increase shall not be affected.

(c) Where, for reasons of accident, sickness or quarantine, an employee is absent for more than 30 days and his progressional wage increase is delayed until his return to work in accordance with subsection 17.09 (a), the effective date of any subsequent progressional wage increase shall be calculated from the day the employee returns to work.

(d) Notwithstanding the provisions of subsection 17.09 (c), where an employee is absent for more than 30 days for reason of a leave granted under section 32.01, 32.02 or 32.03, the provisions of subsection 17.09 (b) shall apply.

### **Pay Days**

**17.10** An employee shall be paid every alternate Friday of the two-week period ending the Saturday previous to the pay day. The pay shall include the salary for scheduled hours worked at the basic rate of pay, overtime hours worked and all other applicable additions in pay for the two-week period ending on the Saturday preceding the pay day. Pay will be adjusted for unpaid absences which occurred during such two-week period.

**17.11** When an employee is required to go to an office of the Company to receive his pay cheque, he may do so during working hours.

**17.12** The rates of pay for any new jobs created during the life of this Agreement shall be negotiated with the Union before being put into effect.

### **Promotional Treatment**

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

(a) if the employee is not at the top rate for his classification prior to promotion he shall continue to progress through the schedule in the normal manner until his new top rate is reached;

(b) if he has been less than six months on the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the expiry of six months from the date he reached the maximum rate for his classification prior to promotion;

(c) if he has been six months or more at the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the time of promotion.

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

## **ARTICLE 18 - HOURS OF WORK**

### **Definitions**

For the purpose of this Agreement,

**18.01** "Basic Hours of Work" means the number of hours of work per day and per week as established by this Agreement

and set forth in this Article for Full-Time employees.

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

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

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

(d) "Day Tour" means a tour of duty which falls between the hours of 7:00 A.M. and 6:00 P.M.

(e) "Off-Normal Tour" means a tour of duty, all or a portion of which falls between the hours of 6:00 P.M. of one day and 7:00 A.M. of the following day.

### **Full-Time Employees**

**18.02** The basic hours of work per day for a Full-Time employee shall be 8 hours.

The basic hours of work per week for a Full-Time employee shall be 40 hours on the basis of a 5-day week. However, the basic hours of work may be averaged over a 2-week period on the basis of ten days totaling 80 hours.

### **Part-Time Employees**

**18.03** The Company shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.

A Regular Part-Time employee shall be scheduled a minimum of 15 hours per week, in increments of not less than one-half tour, except in situations where the Director – Industrial Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

### **Banked Time**

**18.04** An employee may request to bank up to a maximum of 30 min/day of bank time at a ratio of one for one (1:1); and,

Except for overtime compensated under the provisions of sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment on the basis of one hour and a half (1 ½) for each hour of overtime worked.

(a) The employee has the responsibility to identify this bank time when coding his time sheet. An employee's request to bank such time off in lieu of payment must be made known to his manager when his work on the day is coded for payroll. Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed 120 hours, at any one time.

(b) An employee may request to be compensated by time off in lieu of payment of the premiums provided under sections 18.22 and 18.24 in accordance with the provisions of this section.

(c) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company and, when taken, shall be paid at the employee's basic rate of pay. The minimum amount of time off which may be granted under this section shall be one (1) hour.

(d) An employee with banked time owing shall, if he requests it, be scheduled at least one day off per month period beginning January 1<sup>st</sup> of each year, at a time mutually agreed to by the employee and the Company.

(e) Notwithstanding sub-section 18.04 (c), and providing that he has sufficient time banked, a part-time employee who worked less than 40 hours in a week may use banked time to top-up his hours of work in that week to a maximum of 40 hours.

(f) In lieu of taking the time off provided under this section, an employee with banked time owing may request to be compensated, once every calendar year, at his basic rate of pay, for up to 40 hours from his bank in each calendar year.

(g) When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day scheduled for taking banked time off, it shall be rescheduled in accordance with the provisions of this section.



The day off will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day scheduled for taking banked time off.

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

**18.05** (a) The arrangement of hours for all tours of duty shall be established by the Company.

(b) In each operations manager's entity, work schedules will be prepared, in accordance with the provisions of sections 18.02.

**18.06** The tours of duty may be scheduled on any day of the week, including Sunday, depending upon the requirements of the job.

**18.07** No employee shall, without his consent, be required to work more than 12 consecutive tours.

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

**18.09** The selection of shift(s) including overtime shifts shall be by seniority in the operations manager's group.

**18.10** At least six days' notice, by posting, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty. Any change in scheduled tour of duty arising from the application of section 18.08 shall not require notice by posting.

**18.11** Where a change in schedule requires an employee to start a new tour of duty within 24 hours of the start of his previous tour, there shall be an interval of at least eight hours between the two successive tours.

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

### **Meal Period**

**18.13** The meal period for an employee shall not exceed one hour off the job. Employees shall be able to take a 30-minute meal period at their request. Employee must choose meal period choice per 8-week schedule. At least six days notice shall be given to the Company for a meal period change.

**18.14** On all scheduled off-normal tours, scheduled Sunday day tours and scheduled holiday day tours, 20 minutes shall be allowed for lunch as part of the tour of duty.

**18.15** When the job requires 7 ½ or more hours continuous attendance by an employee, 20 minutes shall be allowed for lunch on the job as part of the tour of duty.

**18.16** When a meal period not to exceed 20 minutes is authorized in connection with overtime work, such meal period shall be considered as work time.

### **Premium Pay for Changes in Scheduled Tours**

**18.17** If an employee is given less than six days' notice of a change in his tour of duty, he shall be paid in accordance with the following:

(a) When the change in tour is made at the employee's request he shall be paid on a straight time basis.

(b) When an employee reverts to his own scheduled tour after he has worked two or more consecutive relief tours he shall be paid on a straight time basis.

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

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

### Premium Pay for Changes in a Scheduled Work Week

**18.18** (a) If a Full-Time employee is given less than six days' notice, by posting, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the six days' notice requirement. Any change in scheduled work week arising from the application of section 18.08 shall not require notice by posting.

(b) The six days' notice as referred to in subsection 18.18 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

### Differential for Work in Off-Normal Period

**18.19** An employee who is scheduled to work 30 or more hours per week, shall be paid a differential for each off-normal tour worked as follows:

<u>Hours Worked in the Off-Normal Period</u>	<u>Differential</u>
Less than 2	\$ 3.85
2 and over	\$ 6.50

**18.20** Differentials shall not be paid:

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

(c) For any period where an employee is being paid a premium under sections 18.17 or 18.18, except that differentials shall be paid for off-normal tours of duty worked on Sunday where an employee is changed from one scheduled tour of duty to another without six days' notice being given.

**18.21** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$4.86, in addition to any other premiums or differentials which are applicable.

### Premium Pay for Consecutive Saturdays Worked

**18.22** An employee who is scheduled to work five days per week, or ten days over a two week period, and who, at the direction of the Company, works at least 3 ¾ hours on each of successive Saturdays, shall, except as otherwise provided in section 18.23, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

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

### Sunday Premium Pay

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

**18.25** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.19 and 18.21 and the special compensation provided in section 18.26, is higher than his basic rate of pay.

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

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

### **Time Spent Travelling in Company Vehicle**

**18.27** An employee driving a Company-owned or Company-hired vehicle shall be deemed to be at work during the time he is necessarily in control of such vehicle and acting in the course of his employment. The employer will supply transportation while working for the company. In event the employee requests to use his own vehicles article 23.04 (a) will apply.

**18.28** An employee who is being transported to or from the job in a Company-owned or Company-hired vehicle shall be deemed to be at work while travelling in such vehicle.

### **Time Travelling - Other Than To and From the Job**

**18.29** Time travelling on Company instructions, between regular or temporary headquarters and outside normally scheduled working hours, shall be considered as travel time, and shall be apportioned as to payment or non-payment as follows:

(a) When sleeping accommodation is provided en route, only time travelling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time.

(b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.

(c) Travel time under subsection 18.29 (a) and (b) shall be paid for on a straight time basis.

### **Relief Period**

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

(b) To qualify for a relief period during an overtime assignment an employee must have completed two hours of work and be expected by the Company to work a minimum of three hours on that overtime assignment.

### **Work at a Visual Display Terminal**

**18.31** An employee working continuously at a Visual Display Terminal shall not be scheduled more than two hours on duty without a relief or meal period. Where a relief or meal period cannot be so scheduled, the employee shall be entitled to take a 5-minute break after two continuous hours work at a Visual Display Terminal.

### **Early Retirement Reduced Hours**

**18.32** Upon mutual agreement between the employee and the Company, with notification to the Union, for a reduced work week of 3 or 4 days/week during the employee's last 3 years of employment.

**18.33** Upon mutual agreement between the employee and the Company, with notification to the Union, the maximum banked time can be increased to 200 hours in the last 12 months of employment. Said employees will be allowed to bank up to one (1) hour per shift in the last year of employment.

## **ARTICLE 19 - OVERTIME**

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

(a) in addition to his scheduled tour of duty and time worked in accordance with section 18.02 on any day, or

(b) on a day outside his scheduled work week.

**19.02** Except where otherwise provided herein, overtime in excess of eight hours per employee in one week and overtime in excess of 16 hours in a designated 4-week period shall be on a voluntary basis.

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

**19.04 (a) Day Tours**

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

**(b) Off-Normal Tours**

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

**Overtime Payments -  
Full-Time Employees**

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

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice, or
- (c) in excess of the basic hours of work and time worked in accordance with section 18.02 on a holiday without 48 hours' notice.

shall be at the employee's hourly rate multiplied by two times the hours worked.

**19.06** Except as otherwise provided in section 19.05, where an employee is required to work in excess of seven minutes of overtime either immediately before or after his scheduled tour of duty and time worked in accordance with section 18.02, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table:

<u>Minutes Worked</u>	<u>Reported To Nearest ¼ Hour</u>
8 - 22	¼
23 - 37	½
38 - 52	¾
53 - 67	1
68 - 82	1 ¼
83 - 97	1 ½
98 - 112	1 ¾
113 - 127	2
128 - 142	2 ¼
etc.	etc.

**19.07** A meal period shall not, except as provided in section 18.17, be included in the calculation of overtime but shall not break the continuity of such overtime.

**19.08** When an employee is required to work overtime and a service emergency requires continuous attendance of the employee for more than four hours of overtime, the employee shall be provided food at Company expense.

**19.09 (a)** An employee who is required to work overtime which does not immediately precede or continue after his

scheduled tour of duty, and who reports for work, shall be paid on an overtime basis for all such overtime worked. If the employee has not been given 48 hours' notice of such overtime work, he shall receive an additional one hour's pay except where the provisions of section 18.09 apply.

(b) If the amount to which an employee would be entitled under subsection 19.09 (a) above is less than four hours' pay, he shall receive a payment of four hours' pay.

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

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

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

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

**19.12** A Part-Time employee, who works more than his scheduled tours of duty in any week, shall be paid on a straight time basis until he has worked the basic hours per week, and on a time and one-half basis for time worked in excess of the basic hours excluding any time worked in accordance with section 18.02.

**19.13** Where a Part-Time employee has worked the basic hours per week in a given week, payment for overtime worked:

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice,

shall be at the employee's hourly rate multiplied by two times the hours worked.

### **ARTICLE 20 - HOLIDAYS**

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

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

**20.02** (a) Civic Holiday is substituted for Remembrance Day.

(b) Family Day (Ontario only) can be substituted as a floater taken anytime within the calendar year.

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

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

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

(a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.

(b) Where Boxing Day falls on a day Tuesday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.

### **Day Off with Pay**

**20.06** In addition to the holidays stipulated in section 20.01, each employee in the employ of the Company on November 1st, with the exception of an employee who is on an unpaid leave of absence in excess of two weeks and not covered under Article 32 of this Agreement, shall be granted a day off with pay at his basic rate of pay for that day, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay, not to exceed one-fifth of the employee's basic rate of pay.

**20.07** The day off with pay shall be scheduled during the period from November 1st to the last day of February of the following year.

**20.08** Where the day off with pay is taken outside the period from December 22nd to January 4th of the following year, it shall be on a day mutually agreed to by the Company and the employee.

**20.09** Where an employee cannot be granted a day off during the period from November 1st to the last day of February of the following year, he shall be paid one additional day's pay at his basic rate of pay, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the last day of February, not to exceed one-fifth of the employee's basic rate of pay.

### **Pay For Holiday - Not Worked**

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

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

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

**20.11** Where a Full-Time employee is required to work on a paid holiday which is included in his weekly schedule he shall be paid his basic rate of pay for that day or, if the employee so elects, and provided the employee works his basic hours for the day, he may be granted a holiday with pay at a time convenient to the employee and the Company. If the employee has not been granted such holiday within 12 months of the actual holiday, he shall be granted holiday pay. In addition, he shall be paid as follows:

(a) If an employee has been given 48 hours' notice of a requirement to work on a holiday, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday with a minimum guarantee of four hours' pay at straight time.

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

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

## **ARTICLE 21 - ANNUAL VACATIONS**

### **NOTE:**

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service (except a leave granted under Article 32), shall be as determined by the terms and conditions of the leave.

**21.01** An employee, in the year he is engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service in that calendar year, up to a limit of ten days of vacation with pay.

**21.02** An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he is to complete the required number of years

of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
1	3*
7	4*
17	5*
24	6**

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

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

All employees will be able to book at least two (2) weeks vacation June through September.

**21.03** When the annual vacation for an employee fall in two months, to each of which a vacation of different length applies, the annual vacation shall not exceed the shorter length of vacation specified for the employee's net credited service in the table above, except as specifically provided for in the said table.

**21.04** In this Article, when a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of the week falls. This same interpretation shall apply in determining the end of April for scheduling under the provisions of section 21.05 or rescheduling under the provisions of section 21.15.

**21.05** All vacations are for a full calendar year. The vacation for a particular year must be scheduled during the period of January 1st of December 31, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given. The week in which December 31<sup>st</sup> falls is the last full vacation week in the calendar year.

**21.06** Notwithstanding the provisions of section 21.02, an employee shall only be entitled to:

(a) his full vacation if he completes six months of service during such year, or

(b) one week's vacation if he completes less than six months of service during such year.

(c) Notwithstanding (a) or (b) In the year of the employee's retirement, an employee will be entitled to his vacation credits if he works until March 31<sup>st</sup> in that year.

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

**21.08** Vacation schedules shall be prepared for the subsequent year by the Company between December 1st and December 31st with due consideration to seniority, provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**21.09** For the purpose of vacation selection, each operations manager's group shall be considered a seniority unit.

**21.10** (a) For the purpose of determining the number of employees permitted on vacation at a time, the number of employees in an operations manager's group on January 1st of the vacation year shall be used.

(b) Subject to section 21.12, a minimum of 20% of the employees in an operations manager's group will be permitted on vacation at a time. However, based on service requirements, the actual number of employees permitted on vacation in any given week may be less than 20% provided that the average within each two-month period starting January 1<sup>st</sup> of each year is not less than 20%.

**21.11** (a) In the year he is to complete 9 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of three weeks of vacation during the period of June through September.

**21.12** For the purpose of subsection 21.11 (a), the vacation schedule shall be prepared so that the total number of

employees on vacation at any time during the period of June through September in an operations manager's group does not exceed 25%. This percentage shall be based on the number of employees in that group on January 1st of the vacation year.

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

**21.14** When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests, reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**21.15 (a)** An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his earnings in the calendar year for which the vacation is given for each week of vacation.

(b) The percentage level of vacation pay an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.15 (a), shall remain unchanged.

(c) Notwithstanding the provisions of subsection 21.15 (a), an employee who is engaged or placed into this bargaining unit on or after February 11, 1991 shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

and in addition,

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

or

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

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

**21.16** When an employee resigns, is laid off, is dismissed, or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year calculated in the manner set forth in sections 21.17 through 21.21 inclusive.

**21.17** An employee with less than one year's net credited service shall be granted 4% of the wages earned during the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation, taken by the employee, during the same period of service.

**21.18** An employee with one or more years of net credited service who works six months or more in the year of separation shall be granted the greater of:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

or,

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

(c) The percentage level of pay in lieu of vacation an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.18 (b), shall remain unchanged.

**21.19** Notwithstanding the provisions of section 21.18, an employee who is engaged or placed into this bargaining unit on or after February 11, 1991, who has one or more years of net credited service and who works six months or more in the year of separation shall be granted pay in lieu of vacation as follows:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is



25 years or more, all at his basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

and in addition,

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

or

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

**21.20** An employee with one or more years of net credited service who works less than six months in the year of separation shall be granted the greater of:

(a) One week's pay at his basic rate, (or for a Part-Time employee at his pro-rata proportion of the basic rate).

or

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

**21.21** The amount of pay in lieu of vacation to be granted in accordance with sections 21.18, 21.19 and 21.20 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

## **ARTICLE 22 - TRANSFERS AND REASSIGNMENTS**

### **Definitions**

"Headquarters" means a locality and its contiguous territory in and from which an employee normally works as provided in Attachment B of this Agreement.

"Reassignment" means an employee's assignment to another occupation and/or another work location within the employee's headquarters, or in the case of an employee in Toronto, within his headquarters and within a 20-airline km radius from his reporting centre.

"Transfer" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled tour of duty in a headquarters other than his own, or in the case of an employee in Toronto, to another headquarters or to a reporting centre other than his assigned reporting centre and more than 20-airline km from his assigned reporting centre.

"Upgrade" means the reassignment of an employee to an occupation of a higher classification.

"Demotion" means the reassignment of an employee to an occupation of a lower-rated classification.

"Lateral" means the reassignment of an employee to a different recognized function within the same occupation, or to another occupation of the same classification as the employee's former occupation.

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

"Reporting centre" shall mean a specified location provided for the use of the Company, in an employee's headquarters, and may be a work centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or other Company premises or similarly fixed location to which an employee is assigned.

"Job location" shall mean any other location to which an employee is assigned to report which is not his reporting centre.

"Reporting locality" is defined as being within the limits of a circular area having a radius of 2 airline km from the employee's regular reporting centre.

**22.01** Each employee shall be assigned a reporting centre by the Company within a headquarters as listed in Attachment

B. An employee is to be notified in writing by the Company of a change in reporting centre.

### **Transfers**

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

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

**22.03** Notwithstanding the provisions of sections 22.02, 22.10 and 22.11, the transfer of an employee to a special project or an assignment to attend training courses, shall be for the period of the project, the assignment or the length of the training course, and shall be considered a temporary transfer. Travel allowance or living and transportation expenses shall be paid, as applicable, in accordance with Article 23, for the duration of the temporary transfer.

**22.04** Sections 22.02 through 22.12 inclusive shall not apply to the reassignment of an employee affected under the provisions of Article 11.

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

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 and 18.22 and the premium provided in section 18.25, is higher than his basic rate of pay.

### **Permanent Transfer**

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

**22.07** In the selection of an employee for permanent transfer, the Company will first give consideration to an employee who has the necessary qualifications and who will transfer voluntarily, providing the remaining employees within the district at the reporting centre from which the transfer is to be made have the necessary qualifications to complete the work remaining.

**22.08** In the event there is to be a permanent involuntary transfer, the employee of least seniority in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

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

### **Temporary Transfer**

**22.10** In the selection of an employee for temporary transfer, where the employee is required by the Company to remain away from his home for a period which is expected by the Company to be in excess of two weeks, the Company will give first consideration to the most senior employee who will volunteer in the seniority unit at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, providing the remaining employees at his reporting centre have the necessary qualifications to do the work remaining.

**22.11** In the event that there is no volunteer, as provided in section 22.10, the employee of least seniority in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

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

### **Reassignments**

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

- a permanent lateral reassignment, or
- a temporary lateral reassignment for more than 30 days,

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

(b) The provisions of subsection 22.13 (a) shall not apply to a temporary reassignment of an employee to a special project or an assignment to attend training courses, providing that the employee selected volunteers for that project or assignment. Travel allowance shall be paid, in accordance with section 23.04, for the duration of the temporary reassignment.

### **Exceptions**

**22.14** Notwithstanding the provisions of sections 22.07, 22.08, 22.10, 22.11, 22.13, Article 24 and section 33.02, all related to the movement of employees, certain circumstances may require normal job filling procedures to be by-passed. Accordingly, the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

(a) Health or Disability

for reasons of health or disability affecting a person employed by the Company in any bargaining unit, or where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;

(b) Surplus

where the Director of Industrial Relations and the President of the Union agree that a number of employees are surplus. Where no such agreement can be reached, the Company retains its right to invoke the provisions of Article 11;

(c) Demotion Within Unit

where an employee is involuntarily demoted within the bargaining unit;

(d) Business Needs

from March 22 of each year, each District of the Company may fill a number of job openings equal to the greater of 1 or 1% of the total number of Regular employees, rounded to the nearest whole number, in each District at the beginning of each 6-month period, for the purpose of the "needs of the business" as defined by the Company;

(e) Placement of Former Manager

where a former manager, with the exception of an employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit, the District into which the person is placed will forfeit one of the "needs of the business" placements as referred to in subsection 22.14 (d);

(f) Employment Equity

where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 33.02;

(g) Redeployment, New Business and New Technology

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

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

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

The Company agrees to initiate local meetings between management and Union Representatives to explore

the options available and possible alternatives to deal with these situations. The agreement of the National Union and Corporate Industrial Relations is required to approve the application of this exception. The Union agrees that its approval in these situations will not unreasonably be withheld;

Where, within 12 months of an employee being involuntarily transferred under the provisions of paragraph (i) above, there is a permanent job opening in the employee's previous family and headquarters, the affected employee shall be offered the opportunity, under this subsection, to return to his original headquarters, provided that he has the necessary qualifications for the job opening.

(h) Return from Leave of Absence

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

(i) Transfer from another bargaining unit or Company

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

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

## **ARTICLE 23 - TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID**

### **Travel Allowance To and From the Job**

**23.01** (a) Where the notice referred to in section 22.01 has been given and where an employee is assigned inside his headquarters

- (i) to a reporting centre in Ontario, that location shall become his reporting centre 30 days following the first day he reports to that location or, where he elects to invoke the provisions of subsection 23.02 (b), paragraph (i), 30 days following the first day he reports, or the date of election, whichever comes first.
- (ii) to a reporting centre in the case of an employee in Ontario, and closer to his home than his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location.
- (iii) to a reporting centre 30 or more km from his reporting centre and further away from his home than his reporting centre, that location shall become his reporting centre 120 days following the first day he reports to that location.
- (iv) to a reporting centre 37 or more km from his reporting centre, 22 or more km in the case of an employee in Ontario, and further away from his home than his reporting centre, he may elect the provisions of subsection 23.01 (a) paragraph (iii) or to change his residence in accordance with the provisions of section 22.09 in which case that location shall become his reporting centre immediately.

(b) Where the notice referred to in section 22.01 has been given and where an employee is assigned to a reporting centre outside his headquarters, that new location shall become his reporting centre 120 days following the first day he reports to that location.

(c) Where an employee is assigned to a location other than his assigned reporting centre, he will be eligible for the payment of travel allowance as provided in subsection 23.04 (a) until such time as that location becomes his reporting centre.

**23.02** (a) An employee shall start his tour of duty at his reporting centre, at a Plant Training Centre or at a job location, as directed.

(b) Where an employee is directed to start or end his tour of duty at a job location outside of his reporting locality in Ontario, and where there is no convenient public transportation to that job location, the employee may either:

- (i) report to his reporting centre, provided that he advises his manager in advance, or
- (ii) agree to report directly to the job location, as directed, in which case the provisions of section 23.04 apply.

**23.03** Where an employee starts and ends his tour of duty within the boundaries of his reporting locality, travel allowance

will not be paid.

**23.04** (a) Except as otherwise provided in sections 23.05 and 23.06, the company agrees to reimburse employees for travel expenses when they have to use their vehicle as part of their duties or when they have to travel to a place other than the usual place of work. These fees are reimbursed according to Canada Revenue Agency (CRA) current year. All calculations utilizing Google Maps will be on round trip and utilizing the shortest distance excluding toll routes.

(b) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee reports to a work location which is further from his home than his reporting centre. The reimbursement will apply to the difference (km) between the employee's normal reporting location and the new reporting location. Travel time associated to the additional distance will be considered work time (based on Google estimates).

**23.05** Employees shall be entitled to living and transportation expenses, in lieu of travel allowance, for tours of duty beginning or ending at points between 32 and 75 km inclusive, 22 and 75 km inclusive in the case of an employee in Ontario, from the employee's reporting centre provided the employee so requests it and his manager reasonably decides that

- (a) the employee commences work very early in the morning, or
- (b) the employee finishes work very late at night, or
- (c) inclement weather results in hazardous driving conditions, or
- (d) the employee does not have access to convenient public transportation.

**23.06** Where an employee is required to begin or end his tour of duty at a point more than 75 km from his reporting centre, the Company shall pay his actual living and transportation expenses, at or near the location of his temporary assignment, or, if the Company and the employee agree, he may be permitted to return home daily and he shall be paid a daily travel allowance as provided for in section 23.04.

**23.07** (a) Seven days notice shall normally be given to an employee who is required by the Company to be away from his home for an overnight or longer period. Where such notice is not given, an employee shall be paid one-half time extra for the basic hours of work for as many days as he is away overnight for the balance of the seven-day period.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 and 18.22 and the premium provided in section 18.25, is higher than his basic rate of pay.

### **Living and Transportation Expenses Paid**

#### **Living Expenses**

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

- (a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and
- (b) a per diem allowance of
  - (i) \$72.00 per calendar day,

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

- (ii) \$12.00 if away over the breakfast period, \$20.00 if away over the lunch period, and \$40.00 if away over the dinner period,

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

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

- (d) Per diem(s) submitted by the employee by end of business day Friday will be reimbursed the next pay day.

## **Transportation Expenses**

- 23.09** Transportation expenses means, subject to section 23.14, expenses incurred for transportation by common carrier or equivalent.
- 23.10** It is the Company's intention with respect to living and transportation expenses that, except as provided in subsections 23.08 (b) and (c) and section 23.14, an employee be reimbursed on the basis that there will be neither financial loss nor gain to the employee for reasonable expenses incurred.
- 23.11** Transportation expenses shall be paid by the Company when an employee incurs such expenses on a job assignment except when an employee is being paid a travel allowance.
- 23.12** An employee on a job assignment who is receiving living expenses, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.
- 23.13** The Company will pay for one telephone call of reasonable length to such employee's home per day to a maximum of three per week.
- 23.14** Although the Company shall normally determine the means of transportation, an employee may elect to travel by a mode of transportation other than the one chosen by the Company. In such case, however, the employee is entitled to the transportation expenses and travel time that would normally have been incurred had he travelled by the mode of transportation determined by the Company but only to the extent of costs that would have been incurred and time that would have been spent between the first and last terminal of an airline company, inter-city bus company, or inter-city railway company.
- 23.15** An employee, who takes sick or meets with an accident while receiving living expenses from the Company, may be returned to his headquarters or established home within the Company territory at the expense of the Company.
- 23.16** An employee who, because of sickness, remains at the hotel or boarding house at the Company's request, shall be entitled to living expenses.
- 23.17** An employee, whose living expenses are being paid by the Company and who is quarantined, shall continue to receive such expenses until released.
- 23.18** An employee who is being transported in a Company-owned or leased vehicle shall return to his assigned reporting centre daily from all distances up to 75 km from that reporting centre. If working more than 75 km from his reporting centre, an employee may be asked to return to his reporting centre or remain at the distant location at the option of the Company. If required to remain at the distant location, he shall be eligible to living expenses in accordance with section 23.08. An employee will not be asked to remain at the distant location for more than one night except in cases of emergency.

## **ARTICLE 24 - JOB POSTING PROCEDURES**

### **Definitions**

- 24.01** A job opening is defined as any addition or replacement of a position.

### **General**

- 24.02** When an opening exists the company shall post notice of the job for fifteen (15) working days. Employees must apply for the opening within the same fifteen (15) working days following the posting instruction. If there are no internal candidates posting to the vacancy, then the company may proceed with external hiring.
- 24.03** A posting will be done for every job opening. If there is more than one opening in the same location, the number of openings will be identified on the job posting.
- 24.04** The job posting will identify the scope of the position and the minimum qualifications required as well as the work location, effective date and to whom the successful candidate will report.
- 24.05** The job posting will be sent to all employees, Reporting centres and Union Locals via electronic mail.
- 24.06** The following parameters are recognized by both parties:
- (a) Only one lateral assignment will be granted as a result of each job opening filled via the job posting.

(b) The minimum qualifications required for the position must be met.

(c) The employee must be able to perform all aspects of the job with no more than ten (10) working days of familiarization.

(d) The successful candidate for a job posting will be the senior employee meeting the minimum qualifications for the posted position.

(e) The Company will make every reasonable effort to complete the selection process within two (2) weeks following the end of the posting period, including advising the successful candidate and any other applicants. The Company reserves the right to re-evaluate its need to fill the position.

(f) The Company will communicate to Union the names of applicants, their seniority date and the name of the chosen candidate.

**24.07** In Selecting the candidate for the chosen position the

(a) The employees must be meeting the minimum requirements.

(b) Employees may not apply for a job posting if they have been hired or have been reassigned as a result of a job posting in the previous Twenty-Four (24) months, unless the employees report centre is changed by the company.

(c) It is understood that the company will initiate the move of the successful candidate as soon as business needs permits. Wherever possible, every effort will be made to fill a position within one month of the selection of the candidate.

**24.08** In the event the company has not re-evaluated its need as provided in 24.06(e) and the vacancy has not been filled within two (2) months of the initial posting closing date, it will be posted within the first three (3) working days of the month following the expiry of the 2-month period.

## **ARTICLE 25 - SICKNESS ABSENCE AND BENEFITS**

**25.01** The Company shall maintain for the duration of this Agreement, insofar as it applies to employees covered by this Agreement, the program of benefits provided under the following Plans:

- the Pension Plan
- the Income Protection Program
- the Transition Benefit Plan
- the Comprehensive Medical Expense Plan
- the Vision Care Plan
- the Dental Plan

It is understood that the Company's overall program of Benefits will change during the life of the Collective Agreement. As a result, insofar as they apply to the employees covered by this Agreement, the above undertaking applies to these Plans as they exist as of the date of signing of this agreement until such time as they are modified. From then on, this undertaking will apply to these plans as modified.

It is understood that any reference to any benefit, including sickness absence, in the Collective Agreement refers to the benefit then in force and should be read with the necessary modifications, including any reference to benefits in this Article.

**25.02** At least 30 days prior to modifying any of the Plans listed in section 25.01, the Company shall inform the Union of the changes to be implemented and request representation in that respect.

**25.03** For the duration of this Collective Agreement and insofar as they apply to the employees covered by this Agreement, the Plans listed in section 25.01 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.

**25.04** For the employees covered by this Agreement, the Company agrees, during the term of this Agreement, not to increase the level of contributions payable under the Basic Group Life plan (Policy 50613 G), the Optional Group Life-Fixed Premium and the Primary Survivor Income Benefit, nor to reduce the level of insurance coverage under said Plans, except that if the actuaries responsible for the funding of said Plans or the insurance carriers, as appropriate, determine that an adjustment in the required contributions is necessary, the Company may, after consultation with the Union, adjust

accordingly the contributions payable by the employee.

**25.05** Notwithstanding the provisions of sections 25.03 and 25.04 above, should legislation or regulation affect any of the Plans, the Company shall retain its right to adjust the benefit levels of the Plans as required and in accordance with legislation or regulation. Such adjustments shall not reduce the aggregate level of benefits available to the employees covered by the collective agreement.

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

**25.07** An employee who is absent from work for part of his scheduled tour of duty, because of sickness or quarantine, shall be paid his full tour of duty.

Under these conditions, he shall be paid differential and premium payments applicable.

**25.08** Company will pay for doctor's notes requested by the Company or insurance provider.

**25.09** Company will include Benefit Plan Summary in Attachment G.

## **ARTICLE 26 - MISCELLANEOUS WORKING CONDITIONS**

### **Clothing**

**26.01** The employer shall provide clothing for the job to which they are assigned.

**26.02** The Company shall supply or make available such special clothing as it deems necessary by the Health and Safety Committee to be worn on the job for reasons of appearance, safety or health, or as a protection against undue wear or damage. The Company may, at its discretion, replace employees' clothing damaged under unusual job conditions.

### **Tools**

**26.03** The Company shall decide what tools are required for the job and supply or make them available and replace such of these tools as, in its judgment, become obsolete or worn out. Each employee shall immediately notify the Company of any missing or broken tools.

### **Weather Conditions**

**26.04** At any time when the Company considers, in keeping with the intent of sections 12.02 and 12.03, that the weather is unsuitable for outside work, employees will be assigned to work under shelter as far as practicable, except where, in the judgment of the Company, cases of emergency or necessity exists.

**26.05** Where as a result of inclement weather conditions an employee:

(a) does not report for work to his reporting centre he shall not receive pay for that day.

(b) is late because of disruptions to public transportation, he shall be paid for the half tour of duty in which he reports to his reporting centre.

## **ARTICLE 27 - EMPLOYEE AND UNION INFORMATION**

### **Employee Information**

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

### **Union Information**

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

**27.03** The Union shall, no later than February 1 of each year, inform in writing the Director of Industrial Relations, of the



name, occupation and work location of the employees who object to the release of this information by the Company. The Union recognizes its full responsibility in that respect.

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

### **Office Consolidations, Centralizations, Closures and Surplus**

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

(b) The declaration of a surplus situation within a family and headquarters will take into account the repatriation of any bargaining unit work that has been contracted out within the affected headquarters and which could be performed by those affected employees who have the necessary qualifications.

### **ARTICLE 28 - BULLETIN BOARDS**

**28.01** The Company will supply and install bulletin boards or provide clearly delineated space on existing bulletin boards on its property for use by the Union for posting notices with respect to Union activities.

**28.02** Such bulletin boards shall be provided where practicable wherever five or more employees covered by this Agreement are permanently located in a Company building, and where such employees are permanently located in leased premises.

**28.03** The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities.

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

### **ARTICLE 29 - WAGES AND WORKING CONDITIONS FOR NORTHERN SERVICE**

#### **Definitions**

The following definitions shall apply to this Article.

**29.01** "Northern Service" means any assignment of an employee, to work in a specified northern and remote location for a continuous period of at least one week.

**29.02** "Northern Allowance" means an allowance payable by the Company to employees working in a Northern Locality.

**29.03** "Northern Locality" means any locality designated as such in section 29.20.

**29.04** "Living Conditions Allowance" means an allowance payable to an employee working in a Northern Locality when the conditions stipulated in section 29.07 apply.

#### **General**

**29.05** The Company agrees to advise the Union of the name of each Northern Locality additional to those listed in section 29.20 and its category for purposes of determining the Northern Allowance that shall apply.

**29.06** The Company agrees to advise the Union of the regular amounts of overtime assigned from time to time under the Single and Family plans for each locality. The amount of overtime hours to be assigned will not be less than as provided in the appropriate Company practice.

**29.07** The Company shall pay a Living Conditions Allowance when

- (a) abnormal living conditions exist for instance where suitable lodging is not available to the Company on a rental basis,
- (b) an employee with the permission of the Company provides his own lodging, or
- (c) where no community exists at or near the work location and continuous attendance of the employee is required at the work location.

**29.08** An employee shall be paid a Living Conditions Allowance of \$10.00 for each night spent under conditions described in section 29.07.

#### **Applicability of Certain Plans**

**29.09** The Family Plan, Single Plan or Local Plan, as described from time to time in the Company's Practices, may apply to employees working in a Northern Locality.

**29.10** The Family Plan shall apply to an employee assigned to Northern Service with his family, provided his assignment is for a continuous period of at least three years; however, the Company may consider an assignment of less than three years as an assignment under the Family Plan.

**29.11** The Single Plan shall apply to an employee assigned to Northern Service without any family for a continuous period of not less than one week.

**29.12** The Local Plan shall apply to an employee hired in any Northern Locality, and headquartered in the same locality.

#### **Application of Certain Articles of this Agreement**

**29.13** The basic hours of work, the basic rates of pay and associated wage administration and other working conditions set forth in this Agreement shall apply to Northern Service, except insofar as varied by this Article.

**29.14** Except for the provisions relating to Northern Allowance and Living Conditions Allowance as set out in this Article, it is expressly understood and agreed that the contents of this Article do not apply to an employee under the Local Plan; however, the contents of the other Articles of this Agreement do apply to such an employee.

#### **Wages**

**29.15** The full wages for an employee assigned to Northern Service shall include:

- (a) Basic Rate of Pay

Basic rate of pay shall be as defined in section 17.01.

- (b) Northern Allowance

Northern Allowance payable in accordance with the category assigned the Northern Locality where the employee is based, and as set forth in section 29.19.

- (c) Overtime

The provisions of Article 19 shall not apply to Northern Service. The first two hours of assigned overtime, as provided in section 29.06, will be paid each week at time and one-half and the balance of hours assigned will be paid at double time regardless of the number of overtime hours actually worked. Any overtime hours worked in excess of the assigned amount per week will be paid at double time.

The full wages may also include:

- (d) Living Conditions Allowance

Living Conditions Allowance payable as per section 29.08.

## Wage Administration

**29.16** The provisions of Articles 20, 21 and 25 as varied below, will apply to employees assigned to Northern Service:

(a) **Holidays:** Regarding section 20.02 for Northern Localities outside Québec and Ontario, the Company will designate the day to be observed as a substitute for Remembrance Day.

(b) **Annual Vacations:** In addition to the provisions of Article 21, the applicable Northern Allowance will be paid for each week of vacation actually spent in the Northern Locality.

(c) **Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence:** An employee, absent due to sickness or quarantine, who qualifies for payment under Article 25, shall be paid pursuant to section 29.15 during the period of absence. If he does not qualify under the above mentioned Article, he shall be paid pursuant to subsections 29.15 (b), (c) and (d).

(d) **Travelling Time:** An employee under the Single or Family Plan shall be paid full wages for time spent travelling to and from Northern Service and his former headquarters or established home if within the Company's territory, including travelling time at the commencement and end of vacations.

**29.17** No part of the provisions of sections 18.18 through 18.26 will apply to employees assigned to Northern Service.

### Reimbursement for Expenses

**29.18** No part of the provisions of Article 23 will apply to an employee assigned to Northern Service with the following exceptions:

(a) Actual living and transportation expenses will be paid by the Company when the job assignment requires such expenses.

(b) An employee, who takes sick or meets with an accident while on Northern Service, may be returned to his former headquarters or established home if within the Company's territory at the expense of the Company.

**29.19** The weekly Northern Allowance payable to an employee shall be in accordance with the following:

Category of Northern <u>Locality</u>	Single or Family <u>Plan</u>	Local <u>Plan</u>
A	\$ 175	\$ 175
B	150	150

**29.20** Category "A" Northern Localities are those situated north of the 55th parallel of latitude, and without limiting the number of the foregoing, include:

Iqaluit, Nanisivik, Poste-de-la-Baleine, Rankin Inlet, and Kuujuaq.

**29.21** Category "B" Northern Localities are those situated south of the 55th parallel of latitude, and without limiting the number of the foregoing, include:

Big Trout Lake, Canatiche, Fermont, Pickle Lake, La Grande 2, 3 and 4, Fort George, Opinaca, Duplanter, as well as all other locations the Company may designate as such during the term of this Agreement.

## ARTICLE 30 - WITNESS AND JURY DUTY

**30.01** An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at his basic rate (or for a Part-Time employee at his pro-rata proportion of the basic rate) for the necessary absence from duty. Proof of serving must be submitted. An employee acting as a voluntary witness or who is otherwise involved as a party in the case shall not be paid for any absence occasioned thereby.

**30.02** An employee shall report for regular duties when temporarily or finally excused from such attendance at Court.

**30.03** Notwithstanding the provisions of sections 18.15 to 18.17 inclusive, when an employee assigned to work an off-normal tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee

so requests, change the employee's tour to a day tour of duty on each day for which the employee's attendance at Court is required.

**30.04** When, before leaving work on the last day of work preceding his vacation, an employee is validly ordered to attend jury duty, and the time stipulated for attendance at Court falls within the time scheduled for the employee's vacation, the Company, if the employee so requests, shall re-schedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**30.05** When a day scheduled for compensating time off under Article 18, falls on a day for which an employee's attendance at Court is required for jury duty, or as a subpoenaed witness, the Company shall re-schedule the compensating time off after the completion of his Court duties.

## **ARTICLE 31 - BEREAVEMENT LEAVE**

**31.01** An employee shall be granted, in the event of the death of his spouse, common-law partner, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur for five days. One (1) or two (2) of these days may not be consecutive when it is to attend the funeral whenever it occurs at a later date.

**31.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, father or mother of common-law partner, sister-in-law, brother-in-law, the child of a spouse or common-law partner, sister or brother-in-law of spouse or common-law partner, son-in-law or daughter-in-law, or the son-in-law or daughter-in-law of spouse or common-law partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from his scheduled tours of duty for any necessary period not exceeding three days. One (1) or two (2) of these days may not be consecutive when it is to attend the funeral whenever it occurs at a later date.

The Company is committed to doing its utmost to allow an employee to attend the funeral of a colleague. The company will not refuse an employee's request for bank time for bereavement purposes.

**31.03** The Company may extend the periods of bereavement leave with pay provided for in sections 31.01 and 31.02 to five (5) paid days when it is necessary for the employee to leave the city in which he is employed.

## **ARTICLE 32 - LEAVE FOR EMPLOYEES WITH FAMILY RESPONSIBILITIES**

### **Maternity Leave**

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

### **Parental Leave**

**32.02** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a parental leave without pay as follows:

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

(b) where an employee is adopting a child, the employee shall be granted a leave of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

**32.03** For an employee eligible to a leave as provided under subsection 32.02 (b), a supplementary adoption leave without pay of up to seventeen (17) weeks is available and shall be granted upon request. This leave may begin not earlier than eleven (11) weeks prior to the estimated date on which the child is to come into the employee's care and end within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

### **General**

**32.04** The employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where circumstances preclude submission of the

application four (4) weeks before commencement of the leave, the leave will not be unreasonably denied.

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

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

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

### **Supplemental Allowance Plan**

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

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

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

(b) to return to work on the date of the expiry of maternity leave provided under section 32.01 or parental leave provided under section 32.02, and

(c) that the employee recognizes indebtedness to the Company for the amount received as a Supplemental Allowance should the conditions provided in subsections 32.09 (a) and (b) not be satisfied.

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

(a) for the first two weeks, nil payment;

(b) for up to the next fifteen (15) weeks, payments as provided in Attachment F.

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

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

### **Leave for employees with Family Responsibilities**

**32.13** It is recognized that family emergencies occur which necessitate an employee's absence. The employer will grant and pay up to two (2) days for family obligations. The Company will attempt to minimize the financial impact of such subsequent absences by the granting of paid time owing to the employee. It is understood that time off for family emergencies is to attend to immediate responsibilities and the employee will make every reasonable effort to return to work as soon as possible.

## **ARTICLE 33 - EMPLOYMENT EQUITY**

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

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

**33.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of subsection 24.02 (b), the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity, subject to paragraph (i) in lieu of granting a 912B application.

- (i) Except as otherwise provided in subsection 33.02 (a) (ii), such job openings shall be filled in the order provided in subsections 24.02 (b) (i) first by a 912B applicant requesting reclassification from Part-Time to Full-Time status who is part of the four designated groups namely women, aboriginal peoples, person with disabilities and visible minorities then paragraphs (iii), (iv) and (v) and in accordance with the provisions of subsection 24.02 (d).
- (ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting a 912D application, the Company may fill one job opening by hiring, in a Regular Full-Time employee status, a person with a disability, a woman, an aboriginal person, or a person who, because of race or colour, is in a visible minority, provided that there is no qualified 912D or clerical employee applicant for that job.

The number of job openings to be filled under section 33.02 shall never exceed two (2) per district per year, as provided in subsection 33.02 (a).

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

**33.03** Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation:

(a) of section 33.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement into another bargaining unit for reasons of health or disability, or

(b) of section 33.02.

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

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

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

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

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

#### **ARTICLE 35 - COST OF LIVING ALLOWANCE**

**35.01** (a) For Wage Schedules 1 and 3, if the June 2007 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 2006 by more than 2.0%, then all basic rates of pay in effect at August 31, 2007 will be increased effective September 1, 2007 by a percentage figure equal to the difference between:

- (i) the percentage by which the June 2007 C.P.I. exceeds the June 2006 C.P.I.

and

(ii) 2.0%

to a maximum of 1.0% of basic rates of pay.

(b) For Wage Schedule 2, if the June 2007 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 2006, then all basic rates of pay in effect at August 31, 2007 will be increased effective September 1, 2007 by a percentage figure equal to the difference between the percentage by which the June 2007 C.P.I. exceeds the June 2006 C.P.I. to a maximum of 1.0% of basic rates of pay.

**35.02** The Consumer Price Index used for the formula in sections 35.01 and 35.02 shall be the C.P.I. - Canada All Items (1992 = 100) as published by Statistics Canada or any successor department or agency.

**35.03** Should the Consumer Price Index be amended or discontinued prior to January 2007, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 2007, consistent with the formulas in section 35.01.

## **ARTICLE 36 - DURATION**

**36.01** This Agreement shall become effective on the date of ratification except as otherwise provided and, shall remain in full force and effect up to and including November 30<sup>th</sup>, 2026.

This Collective Agreement continues to apply until the signing of a new Memorandum of Agreement or a new Collective Agreement, subject to either party exercising the right to strike or lockout, in which case the Collective Agreement ceases to apply.

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

**36.03** Notice shall be sufficient with respect to the Union if addressed to Unifor, 115 Gordon Baker Road, North York, ON, M2H 0A8, and with respect to the Company if addressed to the President of the Company at 5 Dakota Drive, Lake Success, NY, USA, 11042-1188.

**WITNESS CLAUSE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 25th day of January 2024.

**Unifor**

Scott McIlmoyle  
Scott Shafer  
Gavin Parker-Nance  
Chris Nascimento  
James Kay

**Transervice Lease Co.**

Pierre Bujold  
Scott Misener  
Marie Line Boucher  
Cameron Arnott  
Jean-Marc Vanier



# ATTACHMENT A

## Index of Wage Scheduling By Occupations

<u>Title</u>	<u>Schedule</u>
Auto. Equip. Mech.	1
Auto. Equip. Mech. App.	2
Service Advisor	3
Equipment Maintenance Technician	1
Hazardous Material Coordinator	1

**ATTACHMENT B**

**LIST OF HEADQUARTERS**

<b>Headquarter City</b>	<b>TLC LOCATION ST. ADDRESS</b>	<b>TLC LOCATION CITY</b>
BARRIE	114 JOHN STREET	BARRIE
BELLEVILLE (TRENTON)	380 COLLEGE STREET EAST	BELLEVILLE
BRANTFORD	353 ELGIN STREET	BRANTFORD
LONDON	400 NEWBOLD STREET	LONDON
MARKHAM	40 ESNA PARK DRIVE	MARKHAM
NEWMARKET	76 MULOCK DRIVE	NEWMARKET
NORTH BAY	23 COMMERCE CRT.	NORTH BAY
OSHAWA	1235 BOUNDARY ROAD	OSHAWA
OTTAWA	340 MOODIE DRIVE	NEPEAN
	469 COVENTRY ROAD	OTTAWA
PETERBOROUGH	750 THE KINGSWAY	PETERBOROUGH
ST CATHARINES	475 EASTCHESTER AVENUE	ST CATHARINES
HAMILTON	160 BAY STREET NORTH	HAMILTON
	1171 PIONEER ROAD	BURLINGTON
HUNTSVILLE	4-104 LINDGREN RD. W.	HUNTSVILLE
SAULT-STE-MARIE	690 SECOND LINE EAST	SAULT-STE-MARIE
KINGSTON	810 FORTUNE CR.	KINGSTON
KITCHENER (CAMBRIDGE)	998 WILSON AVENUE	KITCHENER
SUDBURY	1028 LORNE STREET	SUDBURY
THUNDER BAY	605 BEAVERHALL PLACE	THUNDER BAY
TORONTO	831 PROGRESS AVENUE	SCARBOROUGH
	483 BAY ST B2 (S-1)	TORONTO
	55 NORTH QUEEN STREET WEST	ETOBICOKE
	71 RIVALDA ROAD	NORTH YORK
	16 NORELCO DR TRUCK SHOP	NORTH YORK
	3570 MAVIS ROAD	MISSISSAUGA
WINDSOR	1591 KILDARE ROAD	WINDSOR

**ATTACHMENT C**

**WAGE SCHEDULE 1**

Automobile Equipment Mechanic  
Equipment Maintenance Technician  
Hazardous Material Coordinator

**WAGE SCHEDULE 2**

Automobile Equipment Mechanic Apprentice

**WAGE SCHEDULE 3**

Automobile Service Adviser

**Automobile Equipment Mechanic**

**WAGE SCHEDULE 1**

	01-Dec-23	01-Dec-24	01-Dec-25
	3.00%	3.00%	2.75%
Lump Sum	\$1,800		
Step 1	\$34.56	\$35.60	\$36.58
Step 2*	\$36.05	\$37.13	\$38.15
Step 3	\$37.54	\$38.67	\$39.73
Step 4	\$39.04	\$40.21	\$41.32
Step 5	\$40.53	\$41.75	\$42.90
Step 6	\$42.03	\$43.29	\$44.48

NOTE: The time intervals for each step shall be six months from hire date.

\*Step 2 is the entry level for apprentices that have started and completed their apprenticeship program with Transervice.

Call Center position is included in Wage Schedule above.

**Automobile Equipment Mechanic Apprentice**

**WAGE SCHEDULE 2**

	01-Dec-23	01-Dec-24	01-Dec-25
	3.00%	3.00%	2.75%
Lump Sum	\$950		
Step 1	\$20.75	\$21.37	\$21.96
Step 2	\$21.83	\$22.48	\$23.10
Step 3	\$22.90	\$23.59	\$24.24
Step 4	\$23.97	\$24.69	\$25.37
Step 5	\$25.05	\$25.80	\$26.51

NOTE: The time intervals for each step shall be six months from hire date.

Apprentices will not be employed at the Call Center.

Apprentice mechanics completing certification will move into the mechanics' wage schedule at his next scheduled wage progression. Company will pay for any certification or compliance requirements.

**ATTACHMENT C**

**Automobile Service Adviser**

**WAGE SCHEDULE 3**

	<b>01-Dec-23</b>	<b>01-Dec-24</b>	<b>01-Dec-25</b>
	<b>3.00%</b>	<b>3.00%</b>	<b>2.75%</b>
Lump Sum			
Step 1	<b>\$25.31</b>	<b>\$26.07</b>	<b>\$26.79</b>
Step 2	<b>\$27.45</b>	<b>\$28.27</b>	<b>\$29.05</b>
Step 3	<b>\$29.59</b>	<b>\$30.48</b>	<b>\$31.32</b>
Step 4	<b>\$31.73</b>	<b>\$32.68</b>	<b>\$33.58</b>
Step 5	<b>\$33.89</b>	<b>\$34.91</b>	<b>\$35.87</b>

# ATTACHMENT D

## FAMILIES

### WAGE SCHEDULES

- |   |                                  |
|---|----------------------------------|
| 1 | Auto. Equip. Mechanic            |
| 1 | Equipment Maintenance Technician |
| 1 | Hazardous Material Coordinator   |
| 2 | Auto. Equip. Mech. Apprentice    |
| 3 | Service Adviser                  |

**ATTACHMENT F**

**SUPPLEMENTAL ALLOWANCE PLAN**

<b>* WEEKLY BASIC RATE OF PAY</b>		<b>Supplemental</b>	<b>Allowance</b>
<b><u>FULL-TIME EMPLOYEES</u></b>		<b><u>WEEKLY PAYMENT</u></b>	
	\$		\$
00.01	-	10.00	1.80
10.01	-	20.00	3.60
20.01	-	30.00	5.40
30.01	-	40.00	7.20
40.01	-	50.00	9.00
50.01	-	60.00	10.80
60.01	-	70.00	12.60
70.01	-	80.00	14.40
80.01	-	90.00	16.20
90.01	-	100.00	18.00
100.01	-	110.00	19.80
110.01	-	120.00	21.60
120.01	-	130.00	23.40
130.01	-	140.00	25.20
140.01	-	150.00	27.00
150.01	-	160.00	28.80
160.01	-	170.00	30.60
170.01	-	180.00	32.40
180.01	-	190.00	34.20
190.01	-	200.00	36.00
200.01	-	210.00	37.80
210.01	-	220.00	39.60
220.01	-	230.00	41.40
230.01	-	240.00	43.20
240.01	-	250.00	45.00
250.01	-	260.00	46.80
260.01	-	270.00	48.60
270.01	-	280.00	50.40
280.01	-	290.00	52.20
290.01	-	300.00	54.00
300.01	-	310.00	55.80
310.01	-	320.00	57.60
320.01	-	330.00	59.40
330.01	-	340.00	61.20
340.01	-	350.00	63.00
350.01	-	360.00	64.80
360.01	-	370.00	66.60
370.01	-	380.00	68.40
380.01	-	390.00	70.20
390.01	-	400.00	72.00
400.01	-	410.00	73.80
410.01	-	420.00	75.60
420.01	-	430.00	77.40
430.01	-	440.00	79.20
440.01	-	450.00	81.00
450.01	-	460.00	82.80
460.01	-	470.00	84.60
470.01	-	480.00	86.40
480.01	-	490.00	88.20
490.01	-	500.00	90.00
500.01	-	510.00	91.80
510.01	-	520.00	93.60
520.01	-	530.00	95.40
530.01	-	540.00	97.20

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

**ATTACHMENT F**

**SUPPLEMENTAL ALLOWANCE PLAN**

<b>* WEEKLY BASIC RATE OF PAY</b>		<b>\$</b>	<b>Supplemental</b>
<b><u>FULL-TIME EMPLOYEES</u></b>			<b>Allowance</b>
			<b><u>WEEKLY PAYMENT</u></b>
		<b>\$</b>	
540.01	-	550.00	99.00
550.01	-	560.00	100.80
560.01	-	570.00	102.60
570.01	-	580.00	104.40
580.01	-	590.00	106.20
590.01	-	600.00	108.00
600.01	-	610.00	109.80
610.01	-	620.00	111.60
620.01	-	630.00	113.40
630.01	-	640.00	115.20
640.01	-	650.00	117.00
650.01	-	660.00	118.80
660.01	-	670.00	120.60
670.01	-	680.00	122.40
680.01	-	690.00	124.20
690.01	-	700.00	126.00
700.01	-	710.00	127.80
710.01	-	720.00	129.60
720.01	-	730.00	131.40
730.01	-	740.00	133.20
740.01	-	750.00	137.85
750.01	-	760.00	145.35
760.01	-	770.00	152.85
770.01	-	780.00	160.35
780.01	-	790.00	167.85
790.01	-	800.00	175.35
800.01	-	810.00	182.85
810.01	-	820.00	190.35
820.01	-	830.00	197.85
830.01	-	840.00	205.35
840.01	-	850.00	212.85
850.01	-	860.00	220.35
860.01	-	870.00	227.85
870.01	-	880.00	235.35
880.01	-	890.00	242.85
890.01	-	900.00	250.35
900.01	-	910.00	257.85
910.01	-	920.00	265.35
920.01	-	930.00	272.85
930.01	-	940.00	280.35
940.01	-	950.00	287.85
950.01	-	960.00	295.35
960.01	-	970.00	302.85
970.01	-	980.00	310.35
980.01	-	990.00	317.85
990.01	-	1000.00	325.35
1000.01	-	1010.00	332.85
1010.01	-	1020.00	340.35
1020.01	-	1030.00	347.85
1030.01	-	1040.00	355.35
1040.01	-	1050.00	362.85
1050.01	-	1060.00	370.35
1060.01	-	1070.00	377.85
1070.01	-	1080.00	385.35
1080.01	-	1090.00	392.85
1090.01	-	1100.00	400.35

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

**ATTACHMENT F**

**SUPPLEMENTAL ALLOWANCE PLAN**

<b>* WEEKLY BASIC RATE OF PAY</b>		<b>Supplemental</b>
<b><u>FULL-TIME EMPLOYEES</u></b>		<b>Allowance</b>
	<b>\$</b>	<b><u>WEEKLY PAYMENT</u></b>
	<b>\$</b>	
1100.01	- 1110.00	407.85
1110.01	- 1120.00	415.35
1120.01	- 1130.00	422.85
1130.01	- 1140.00	430.35
1140.01	- 1150.00	437.85
1150.01	- 1160.00	445.35
1160.01	- 1170.00	452.85
1170.01	- 1180.00	460.35
1180.01	- 1190.00	467.85
1190.01	- 1200.00	475.35
1200.01	- 1210.00	482.85
1210.01	- 1220.00	490.35
1220.01	- 1230.00	497.85
1230.01	- 1240.00	505.35
1240.01	- 1250.00	512.85
1250.01	- 1260.00	520.35
1260.01	- 1270.00	527.85
1270.01	- 1280.00	535.35
1280.01	- 1290.00	542.85
1290.01	- 1300.00	550.35
1300.01	- 1310.00	557.85
1310.01	- 1320.00	565.35
1320.01	- 1330.00	572.85
1330.01	- 1340.00	580.35
1340.01	- 1350.00	587.85
1350.01	- 1360.00	595.35
1360.01	- 1370.00	602.85
1370.01	- 1380.00	610.35
1380.01	- 1390.00	617.85
1390.01	- 1400.00	625.35
1400.01	- 1410.00	632.85
1410.01	- 1420.00	640.35
1420.01	- 1430.00	647.85
1430.01	- 1440.00	655.35
1440.01	- 1450.00	662.85
1450.01	- 1460.00	670.35
1460.01	- 1470.00	677.85
1470.01	- 1480.00	685.35
1480.01	- 1490.00	692.85
1490.01	- 1500.00	700.35
1500.01	- 1510.00	707.85
1510.01	- 1520.00	715.35
1520.01	- 1530.00	722.85
1530.01	- 1540.00	730.35
1540.01	- 1550.00	737.85
1550.01	- 1560.00	745.35
1560.01	- 1570.00	752.85
1570.01	- 1580.00	760.35
1580.01	- 1590.00	767.85
1590.01	- 1600.00	775.35
1600.01	- 1610.00	782.85
1610.01	- 1620.00	790.35
1620.01	- 1630.00	797.85
1630.01	- 1640.00	805.35

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



ATTACHMENT F

SUPPLEMENTAL ALLOWANCE PLAN

<u>* WEEKLY BASIC RATE OF PAY</u>		<u>Supplemental</u>
<u>FULL-TIME EMPLOYEES</u>		<u>Allowance</u>
		<u>WEEKLY PAYMENT</u>
	\$	\$
1640.01	- 1650.00	812.85
1650.01	- 1660.00	820.35
1660.01	- 1670.00	827.85
1670.01	- 1680.00	835.35
1680.01	- 1690.00	842.85
1690.01	- 1700.00	850.35
1700.01	- 1710.00	857.85
1710.01	- 1720.00	865.35
1720.01	- 1730.00	872.85
1730.01	- 1740.00	880.35
1740.01	- 1750.00	887.85
1750.01	- 1760.00	895.35
1760.01	- 1770.00	902.85
1770.01	- 1780.00	910.35

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

**ATTACHMENT G**

**TRANSERVICE LEASE CO. BENEFITS /UNIFOR**

<p><b>Health Spending Account (HSA) - Flex dollars</b></p>	<p>Everyone receives \$800.00 net          Employees electing family coverage will be entitled to a contribution of \$800.00           Employees electing single coverage will be entitled to a contribution of \$800.00           Employees opting to waive coverage will receive an additional contribution as follows:              Single Medical     \$175.00              Single Dental     \$125.00              Family Medical    \$350.00              Family Dental     \$250.00           Maximum benefit = Single \$1,100.00   Family \$1,400.00           Part-time employees are eligible for the benefit on a prorated basis.           Unused flex dollars are allocated to the employees HSA before tax.          They can be used to cover a wide range of eligible health expenses.          Flex dollars are allowed to be carried forward for two program years.</p>
<p><b>Major Medical</b>          (Medical / Vision / Prescription)          (employee / dependents)</p>	<p>Hospital - 100% semiprivate          Paramedical services – 80% up to a max of \$1000 / year.          Vision – Contact lenses &amp; eyeglasses coverage: 80% up to a max of \$500 / 2 years; Laser eye correction surgery: 80% up to a max of \$500 per eye / 2 year.          Vision – Severe prescription contact lenses (see insurance provider details) 80% up to a max of \$200 / 2 years; Visual therapy: 80% up to a lifetime max of \$200          Prescription drugs - 80% of the cost          Cost Self - \$150          Cost Family - \$250          Employees may opt out of the Medical Plan only if they have coverage elsewhere.          Company will pay for doctor's notes if requested by the company or insurance provider.</p>
<p><b>Dental</b>          (employee / dependents)</p>	<p><b><u>O.D.A. (ONTARIO) CURRENT FEES NO LAG</u></b>          Minor resto - 80%          Major resto - 50% max \$1500/year          Ortho - None          Rec. Exams - 9 months          Cost Self - see cost noted in the Major Medical section          Cost Family - see cost noted in the Major Medical section           Employees do not have to be covered elsewhere to opt out of the Dental Plan.</p>
<p><b>Business Travel Health</b></p>	<p>Out of country travel coverage will be provided under the health plan.</p>
<p><b>Personal Travel Insurance</b></p>	<p>Coverage provided under current health plan.</p>
<p><b>Life and AD&amp;D</b></p>	<p>100% employer paid          1 x annual basic salary</p>
<p><b>Optional Life &amp; AD&amp;D</b>          (employee/dependent)</p>	<p>Employee pays premium based on age, gender, and smoker status for him/herself and spouse.          Employee - 1 to 6 X annual basic salary          Spouse - up to \$250K in \$10,000 increments.          Children - \$10K, \$20K or \$30. Employee elects amt. and pays a flat premium regardless of the number of children enrolled.  <b>Underwriting may be required.</b></p>
<p><b>Business Travel Accident</b></p>	<p>Employer paid          Benefit - 2 X basic annual salary in the event of accidental death.          Benefit paid based on accidental injury and the extent of loss.</p>
<p><b>Short-Term Disability (STD)</b></p>	<p>Employees are eligible to receive up to 26 weeks of benefits, 8 weeks @ 100% of basic salary and 18 weeks @ 90% of basic salary.          Employees hired prior to July 2000 may be entitled to STD up to 52 weeks at 100% of their salary.          Additionally, upon notification of pay interruption by the employee, the company will provide up to 4 weeks of uninterrupted STD benefits within the 26-week period or 52-week period as applicable of his/her salary.</p>
<p><b>Long-Term Disability (LTD)</b></p>	<p>100% employer paid. Effective after 26 weeks.          Pays 66 2/3% of basic annual salary.          Regular and Part-time employees are eligible.</p>

<b>Educational Assistance Plan</b>	Maximum \$1500 per year. 100% reimbursement for successful completion. Textbook cost is not included.																		
<b>Defined Contribution Plan</b>	<p>In addition to the employer's required contribution, employees can contribute on an optional basis. If so, the employer will also add an optional contribution, according to the table below. The employer's optional contribution cannot exceed 3.5% even if the employee's contribution exceeds 2.5% of his biweekly salary. In addition to the optional contribution, employees can make a voluntary contribution.</p> <table border="1" data-bbox="690 415 1143 659"> <thead> <tr> <th>Employee Optional Contribution</th> <th>Employer Optional Contribution</th> <th>Employer Required Contribution</th> </tr> </thead> <tbody> <tr> <td>0.0%</td> <td>0.0%</td> <td>4.0%</td> </tr> <tr> <td>1.0%</td> <td>2.0%</td> <td>4.0%</td> </tr> <tr> <td>2.0%</td> <td>3.0%</td> <td>4.0%</td> </tr> <tr> <td><b>2.5%</b></td> <td><b>3.5%</b></td> <td><b>4.0%</b></td> </tr> <tr> <td><b>Over 2.50%</b></td> <td><b>3.5%</b></td> <td><b>4.0%</b></td> </tr> </tbody> </table>	Employee Optional Contribution	Employer Optional Contribution	Employer Required Contribution	0.0%	0.0%	4.0%	1.0%	2.0%	4.0%	2.0%	3.0%	4.0%	<b>2.5%</b>	<b>3.5%</b>	<b>4.0%</b>	<b>Over 2.50%</b>	<b>3.5%</b>	<b>4.0%</b>
Employee Optional Contribution	Employer Optional Contribution	Employer Required Contribution																	
0.0%	0.0%	4.0%																	
1.0%	2.0%	4.0%																	
2.0%	3.0%	4.0%																	
<b>2.5%</b>	<b>3.5%</b>	<b>4.0%</b>																	
<b>Over 2.50%</b>	<b>3.5%</b>	<b>4.0%</b>																	
<b>Group RRSP</b>	No waiting period, full & part-time employees are eligible. Minimum of \$25 per pay, max permitted per legislation. No Employer contribution.																		
<b>Relocation Assistance</b>	The company will pay for all reasonable & necessary expenses.																		
<b>Supplementary Allowance Plan</b>	Parental and adoption: up to 75% salary replacement up to 10 weeks less EI benefits Maternity: up to 75% salary replacement up to 15 weeks less EI benefits.																		
<b>Leaves of Absence</b>	Various types of leaves offered.																		
<b>Service</b>	Employees are to be served in both official languages by the appropriate resource person.																		
<b>When Benefits End</b>	<p>However, if you die while covered by this plan coverage for your dependents will continue without premiums until the earlier of the following dates:</p> <ul style="list-style-type: none"> <li>• 24 months after the date of your death.</li> <li>• The date the person would no longer be considered your dependent under this plan if you were still alive.</li> <li>• The date the benefit provision under which the dependent is covered terminates.</li> </ul> <p>The Continuation of coverage does not apply to the dependent's Optional Life.</p>																		

# CERTIFICATION PREMIUM PROGRAM

## MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

AND

UNIFOR

### REPRESENTING CRAFT AND SERVICES EMPLOYEES

The above parties have agreed as follows:

#### General

In our industry, there are now no barriers and technology is evolving rapidly. As a result, it is critical that all employees continue to develop their qualifications and their competencies. Employees who take the initiative to learn and develop themselves by increasing their skills and knowledge should be recognized.

A Certification Premium is established to recognize regular employees who achieve a recognized external certification on their own time.

#### **Selection Criteria for Recognized External Certifications and Eligible Suppliers**

The Certification Premium will apply to recognized external certifications and eligible suppliers who meet specific selection criteria. These criteria will evolve to reflect the progress of technology, products and services necessary to provide the Company's customers with best in class service. An annual review of recognized external certifications and eligible suppliers will be completed by the Company.

- The selection criteria and the list of recognized external certifications and eligible suppliers will be reviewed with the Joint Working Committee (Career Planning and Development) on an annual basis, before being finalized by the Company.
- The list of recognized certifications and eligible suppliers as well as the amount of the associated premiums will be posted on the Career Development Center web site.

#### **Eligibility and Selection of Employees to Receive the Premium**

- All Regular employees are eligible including those who participate in educational leaves. Employees on any other discretionary leave are not eligible.
- The employee must meet job requirements.
- Participation in the Certification Program must be subject to mutual agreement between the employee and the manager. It is understood that approval to participate will not be unjustifiably withheld.
- The certification must be successfully completed and meet the suppliers' requirements to obtain the Certification Premium.

The result of the Certification Premium Program will be reviewed bi annually with the Joint Working Committee (Career Planning and Development) with a view to improve the processes.

#### **Payments**

The employee who qualifies to receive the Certification Premium will be paid in one lump sum in the quarter following the quarter during which he received a recognized external certification from an eligible supplier. An employee may receive more than one premium per year if he meets all necessary criteria.

#### **Premiums over \$5,000**

If the Certification Premium is more than \$5,000, the employee must sign a letter agreeing that he will not act any job offer from a competitor or a subsidiary of BCE within the 24 months following the date on which he received his payment unless

authorized by his business unit. Should the employee refuse to sign such a letter, his Certification Premium will be capped at \$2,000.

Any employee receiving a premium greater than \$5,000 who chooses to resign during that 24-month period, whatever the reason, must repay the Certification Premium on a prorated basis based on the number of months worked during the 24-month period. The employee authorises the Company to deduct whatever amount is owing from his last pay cheque or any other outstanding amount he may be owed by the Company. Any remaining amount must be reimbursed to the Company within 60 days of his departure.

**Effective Date**

This program will be introduced coincident with the signing of the Collective Agreement.

Signed at Montréal this 19<sup>th</sup> day of August 2004.

FOR THE  
COMPANY  
Raynald Wilson

FOR THE  
UNION  
Sean Howes

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**PARTICIPATION IN THE DEFINED CONTRIBUTION**  
**COMPONENT OF THE BELL PENSION PLAN**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our discussions during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the participation of employees in the Defined Contribution Component of Bell Canada's Pension Plan.

It is understood and agreed that:

Any regular employee hired before October 1, 2004 (whether or not he is a member of Bell's Pension Plan on that date) who chooses not to participate in the new Defined Contribution Component will continue to participate in the Defined Benefits Component of Bell Canada's Pension Plan for as long as he remains an employee of the Company.

Signed at Montréal this 19<sup>th</sup> day of August 2004.

FOR THE  
COMPANY  
Raynald Wilson

FOR THE  
UNION  
Sean Howes

\_\_\_\_\_

\_\_\_\_\_

**PAID EDUCATION LEAVE**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**TRANSERVICE LEASE CO.**  
**AND**  
**UNIFOR**  
**REPRESENTING AUTO EQUIPMENT MECHANIC, AUTO EQUIPMENT MECHANIC APPRENTICE AND SERVICE**  
**ADVISER**

The employer agrees to pay into a special fund an amount of seven hundred and fifty dollars (\$750.00) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National union effective from the date of ratification. Payments will be sent by the employer to the following address;

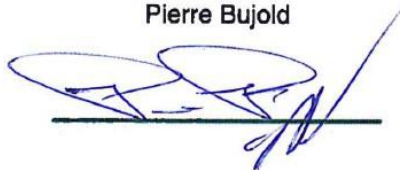
**Unifor Paid Education Leave Program**  
**115 Gordon Baker Road**  
**Toronto Ontario**  
**M2H 0A8**

The employer shall approve Education Leave for the members of a bargaining unit at the request of the union. Candidates for **PEL** shall be selected by the union to attend. The union will provide written confirmation to the Employer of such selection. Employees on **PEL** leave of absence will continue to accrue seniority and service.

Signed in Ottawa this 8<sup>th</sup> day of February 2018.

FOR THE  
COMPANY

Pierre Bujold



FOR THE  
UNION

Ron Girardin



**ABUSE OR VIOLENCE IN PERSONAL LIFE**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**TRANSERVICE LEASE CO.**

**AND**

**UNIFOR**

**REPRESENTING AUTO EQUIPMENT MECHANIC, AUTO EQUIPMENT MECHANIC APPRENTICE AND SERVICE**  
**ADVISER**

The Company recognizes that employees can sometimes face situations of abuse or violence in their personal lives that could affect their presence or performance at work. For these reasons, the Company agrees, following prompt and adequate demonstration by a recognized professional (e.g., doctor, lawyer, certified counselor), that an employee who is in a situation of abuse or violence will not be subject to discipline if the absence can be related to the situation of abuse or violence. These absences will be compensated, up to a maximum of five (5) days per calendar year.

In addition, the company will allow the Union to appoint, if necessary, a women's advocate representative to meet a specific need related to this letter in the event that an employee would prefer to speak with a woman. This representative will be subject to the same rules as union stewards regarding the request for union time.



**SKILLED TRADES COUNCIL DUES**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**TRANSERVICE LEASE CO.**

**AND**

**UNIFOR**

**REPRESENTING AUTO EQUIPMENT MECHANIC, AUTO EQUIPMENT MECHANIC APPRENTICE AND SERVICE**  
**ADVISER**

The Company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor National Skilled Trades Council, ½ hour per year from those employees who are deemed by the employer as a skilled tradesperson as recognized above. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions will be made in the third week of January of each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the Financial Secretary of Unifor Skilled Trades Council Executive who will forward the dues to the respected Area Skilled Trades Council.

**ADVANCED VEHICLE TECHNOLOGIES**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**TRANSERVICE LEASE CO.**

**AND**

**UNIFOR**

**REPRESENTING AUTO EQUIPMENT MECHANIC, AUTO EQUIPMENT MECHANIC APPRENTICE AND SERVICE ADVISER**

**1. Training Requirement:**

- a. The Company agrees to provide comprehensive training for employees affected in the repair, maintenance, or operation of vehicles with advanced technologies. This includes, but is not limited to, Electric Vehicles (EVs), Hybrid Vehicles, Hydrogen Vehicles, and any future vehicle technologies.
- b. Training shall cover all current and emerging technologies, safety protocols, technical specifications, and industry best practices.

**2. Employee Obligations:**

- a. Employees acknowledge the importance of staying current with technological advancements in the automotive and utility sectors and commit to participating in all relevant training programs provided by the Company.
- b. It is understood that employees who have not completed the required training shall not be expected to perform repairs, maintenance, or operations involving vehicles with advanced technologies.

**3. Competency-Based Assignment of Work:**

- a. The Company retains the right to assign tasks related to vehicles with advanced technologies based on employees' competency levels, skills, and qualifications acquired through training.
- b. Competency shall be assessed objectively, and assignments will be made with the primary consideration of ensuring safety, efficiency, and the effective operation of the workplace.
- c. In cases where competency levels are comparable, seniority shall be considered as a secondary factor in task assignments.

**4. Right to Refuse Unsafe Work:**

- a. The Company agrees to abide per Article 12 - SAFETY AND HEALTH.
- b. The Company agrees not to take any punitive action against employees who, in good faith, exercise their right to refuse unsafe work as outlined in this provision.

**5. Ongoing Training:**

- a. Recognizing the evolving nature of vehicle technology, the Company agrees to provide periodic updates and refresher training on advanced vehicle technologies to ensure employees' continued proficiency and safety.
- b. The company will post and canvass for all future training courses.


**6. Review and Consultation:**

- a. The parties agree to periodically review the effectiveness of the training program and adjust as necessary through mutual consultation.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of November 24, 2023.

**Transervice Lease Co.**

**Unifor**

By:   
Pierre Bujold

By:   
Scott McIlmoyle

Date: Jan 25, 2024

Date: Jan 25, 2024

The following Letters of Intent are included in this agreement solely for the sake of convenience and shall not be construed as forming part of this Collective Agreement.

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January 30, 2018

Mr. Ron Girardin  
National Representative Unifor

Subject: **Contracting Out**

Dear Mr. Girardin

This is to confirm our understanding reached during bargaining for the renewal of the Transervice Employees Collective Agreement regarding the issue of contracting out.

What follows has been developed jointly in a spirit of cooperation and trust based on the belief that there is a value and benefit to the employee, the Company and the customer if:

- Employment security is enhanced by a productive, healthy and cost effective organization.
- While striving to provide employment security to regular employees, there is an improved understanding as to why contractors are used.
- There is a greater involvement by employees in the decision-making process.
- The Union and the Company work together and act responsibly balancing the interests of the customer, the Company and the employee regarding the issue of the utilization of contractors.

Based on the principles outlined above, the parties have agreed to establish forums for the exchange of information and to encourage consultation between management and representatives of the Union on issues related to the contracting out of work which may be performed by bargaining unit employees.

At least once per year, or more frequently where agreed to by both parties, an Officer of the Union (or a delegate) shall meet with a Tier A manager (who has bargaining unit employees in his organization) to discuss the broad principles associated with the contracting out issue as it pertains to the manager's organization.

Each quarter, or more frequently where agreed to by both parties, each Tier B manager shall meet with the Local Union President (representing bargaining unit employees in the Tier B manager's organization) to discuss and review contracting out activity and concerns within the manager's organization. The Tier B manager and the Local Union President may jointly agree to delegate, in part or in full, the responsibility for these quarterly meetings where, in their opinion, such delegation would result in more meaningful dialogue between the parties.

It is agreed that the meetings contemplated under this letter may be face-to-face, by conference call, etc., as deemed appropriate by the individuals involved.

Although not intended to limit the scope of discussions between the Local Union President and Tier B manager (or their designates), areas which shall be reviewed include:

- Work contracted out by the manager's organization since the last meeting.
- Feedback on work which was contracted out (to highlight possible improvements or suggest alternatives).
- Work which is expected to be contracted out (with as much advance notice as practicable).
- Alternatives to the contracting out of work (e.g., utilizing part-time employees, qualified Operator Services employees in the case of Craft & Services work, more efficient utilization of available employees across districts/departments, etc.).

In discussions related to the contracting out of bargaining unit work, relevant considerations may include, but are not limited to, the type of work being contracted out, the availability of necessary skills and equipment, price and quality competitiveness, balancing out the amount of work required to be performed, etc.

The parties' wish is that these forums encourage a growing and meaningful dialogue at the operating level of the Company on the issue of contracting out.

Yours truly,

Pierre Bujold  
Transervice, Vice President Canada

January 30, 2018

Mr. Ron Girardin  
National Representative Unifor

Subject: **Time off for Union Business (Article 5)**

Dear Mr. Girardin:

This is to confirm our understanding reached during bargaining regarding the above-mentioned subject and applicable to the Transervice Employees Bargaining Unit.

Article 5

The Union and the Company underline the common understanding that paid time off for grievance handling includes:

- time for the Steward to meet the grievor,
- passing the grievance from one step to another which could involve a change of representative,
- some necessary discussions with the National Union office i.e. reasonable "handling" of a grievance,

but does not include:

- time for Union grievance committee meetings,
- time for on-site investigations by Union Stewards.

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

Section 5.01 (Paid time to handle grievances)

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

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

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

Yours truly,

Pierre Bujold  
Transervice, Vice President Canada

January 30, 2018

Mr. Ron Girardin  
National Representative Unifor

Subject: **Four (4) Day Work Week**

Dear Mr. Girardin:

This is to outline our understanding applicable to the Transervice employees bargaining unit regarding the possible institution of a four (4) day work week on a local basis. The following conditions shall apply:

- A four (4) day work week may be instituted only by mutual agreement between local management and local Union representatives, provided that each employee affected gives his consent to the arrangement.
- It is agreed that every time a four (4) day work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of Agreement signed between the Vice President of Operations and an Officer of Unifor, or their designates.
- Where a four (4) day work week is instituted, both parties further agree that, one of the two following options shall be mutually agreed upon for the purposes of applying Articles 18 and 19 of the Transervice employees Collective Agreement:

#### **OPTION I**

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of ten (10) hours of work for 40 hours a week. The two and a half (2 ½) hours at straight time may be added to the employee's reserved hours bank, up to the allowable limit of 120 hours.

#### **OPTION II**

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of nine and one half (9½) hours of work for 38 hours a week. One-half hour of work at straight time may be added to the employee's reserved hours bank, up to the allowable limit of 120 hours.

The option chosen shall be so indicated by the parties in the Letter of Agreement referred to above.

#### **General**

- Compressed work week arrangements, other than those outlined above, may be implemented by the parties within the general framework specified in this letter where such an arrangement meets with the approval of both the Director - Industrial Relations and an Officer of the Union, or their designates.
- Any agreement by the parties under the terms of this letter shall be conditional to the observance of all legal requirements prescribed under any applicable legislation.

Yours truly,

Pierre Bujold  
Transervice, Vice President Canada



January 30, 2018

Mr. Ron Girardin  
National Representative Unifor

Subject: **Utilization of Temporary and Part-Time Employees**

Dear Mr. Girardin:

This is to outline our understanding regarding the utilization by the Company of Temporary and Part-Time employees in the Transervice bargaining unit.

It is agreed that the Company shall continue to inform the Union, on a quarterly basis, of available statistics regarding the utilization of Temporary and Part-Time employees in both Regions. In addition, the Group Vice-President (Human Resources) will review, on a quarterly basis, in committee, within the Company, the utilization of temporary and part-time employees.

Furthermore, in order to ensure a proper mutual understanding of the Company's needs and of the Union's potential concerns, both parties will meet in consultation, twice a year, to review and discuss such statistics together with any potential problems associated with the status of 912B applicants.

Yours truly,

Pierre Bujold  
Transervice, Vice President Canada

Mr. \_\_\_\_\_, Director – Health and Safety  
Mr. Ron Girardin, National Representative Unifor

Subject: **Corporate and Local Safety and Health Committees**

This is to confirm our understanding reached during bargaining for the renewal of the Transervice Employees Collective Agreements.

In accordance with this understanding, the Bargaining Committee mandates the Corporate Safety and Health Committee in the following areas:

**1) Local Safety and Health Committees:**

- to establish, in consultation with the local Safety and Health Committees, the composition and structure of the Local Safety and Health Committees, taking into account the Union Locals, organizational changes and functional diversity in the Craft and Services bargaining unit in order to increase their effectiveness. The number of Local Safety and Health Committees (Craft and Services) shall not exceed 22 as provided in section 12.07 of the Collective Agreement.
- the Committee will also encourage the appropriate use of video/teleconferencing facilities by the Local Safety and Health Committees with a view to decreasing the cost and improving the efficiency of these meetings.

**2) Full-time Corporate Safety and Health Representatives:**

- the Company agrees that the two employee representatives in the Craft and Services bargaining unit on the Corporate Safety and Health Committee shall be assigned on a full-time basis for the purposes of completing full-time duties as assigned by the Corporate Committee.

Yours truly,

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Pierre Bujold  
Transervice, Vice President  
Canada

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Ron Girardin  
National Representative  
Unifor

January 30, 2018

Mr. Ron Girardin  
National Representative Unifor

Subject: **Freezing of Grievances**

Dear Mr. Girardin:

This is to outline our understanding regarding the "freezing of grievances" arising out of the interpretation, application or alleged violation of any provision of the Transervice Collective Agreement.

Following the Company's reply at Step 3, to at least one grievance on the issue being considered for freezing, a National Representative of the Union and the appropriate Director - Industrial Relations shall work out the specific procedure in each instance which must contain at least the following elements:

- a) Following mutual agreement to implement the "freeze" procedure, all grievances already heard at Step 1 of the grievance procedure and those which may be submitted and heard at Step 1 during the "freeze" period which deal with the same provision of the Collective Agreement and substantially the same matter as the grievance which triggered the "freeze" shall be immediately referred to Step 3 and frozen at that step. A method to identify such cases shall be determined by the National Representative of the Union and the appropriate Director - Industrial Relations.
- b) Where no agreement is reached with respect to the referral of a grievance to Step 3, in accordance with this procedure, it shall be processed through the normal grievance procedure, as contained in Article 14 of the Collective Agreement.
- c) Where a National Representative of the Union believes that a grievance concerns an issue which has not been "frozen", the grievance shall be referred to the appropriate step of the grievance procedure. The normal time limits shall apply and commence on the date on which the local Union Representative refers the grievance to the appropriate manager.
- d) The National Union shall then choose one representative case which will be submitted to arbitration in accordance with Article 15 of the Collective Agreement.
- e) The grievance frozen at Step 3 shall remain frozen until 30 days have elapsed from the receipt by the parties of the final arbitration award in respect of the representative case referred to arbitration as provided in paragraph d), at which time
  - i) the parties shall meet as early as possible to deal conclusively with those grievances. It is understood that the arbitration award referred to does not determine the outcome of the other grievances unless the parties agree;

AND

- ii) the 30 calendar day time limit for referring a grievance to arbitration expressed in Article 15 commences to run.
- f) The normal time limits prescribed in Article 14 of the Collective Agreement for submitting a grievance to Step 1 of the grievance procedure shall be respected.
- g) The Union and the Company shall be responsible for informing their respective Stewards and managers of the existence of a "freeze" and of its nature.

Yours truly,

Pierre Bujold  
Transervice, Vice President Canada

January 30 2018

Mr. Ron Girardin  
National Representative Unifor

Subject: **Training Programmes Outside the Country**

Dear Mr. Girardin:

This is to confirm our understanding that employees of the Transervice employees bargaining unit who, at the request of the Company, take courses or attend training programs outside the country, remain covered by the bargaining unit during their attendance at such courses or programs.

When employees are assigned to courses outside the country, the provisions of the Collective Agreement in effect at the time of the assignment shall continue to apply. It is agreed, however, that per diem allowances will be paid in U.S. dollars.

If the circumstances are such that the employer can not apply the provisions of section 23.12 of the Collective Agreement, the assignment will be on a voluntary basis unless the parties conclude a letter of agreement relating to the conditions applicable during this assignment, in which case all employees assigned to these courses or programs will be covered by the conditions of this agreement.

In all cases, the employee will have thirty (30) days (as defined in section 14.01 of the Collective Agreement) from the date of his return to Canada to file a complaint or a grievance in virtue of the provisions of the Collective Agreement or, as the case may be, in virtue of the provisions of the agreement referred to in the previous paragraph.

Yours truly,

Pierre Bujold  
Transervice, Vice President Canada

Mr. Ron Girardin  
National Representative Unifor

Subject: **Job Swaps**

Dear Mr. Girardin:

This is to record the understanding reached during bargaining for the renewal of the Transervice employees Collective Agreement regarding "job swaps".

The parties have agreed to continue with the trial implementation of a program of job swaps which will permit two employees in the same occupation to apply to exchange locations provided each is fully qualified to perform the duties of the other's position. The job swap must result in the transfer (i.e., not reassignment) of the employees. When a relocation is arranged as a result of a job swap, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

A potential job swap must be initiated by the employees, requested by the Union and authorized by the Company. The Company's approval of a job swap will be subject to service requirements and its assessment of each employee's qualifications to perform the required work. Only employees whose performance on their existing job meets job requirements may be considered for a job swap.

Details regarding the job swap trial will be communicated to employees by the Union following consultation with the Company at the Joint Review Committee.

A job swap will be considered as an exception falling under the provisions of section 22.14 and will not be subject to the normal job filling procedures contained in the collective agreement. The Union agrees that no aspect of the job swap trial may be the subject of a grievance under Article 14. It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee as a result of the job swap trial.

Yours truly,

Pierre Bujold  
Transervice, Vice President Canada

January 30, 2018

Mr. Ron Girardin  
National Representative Unifor

Subject: **90/10 Seasonal Leave with Income Averaging**

Dear Mr. Girardin:

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

Providing that the employee agrees to take a maximum of one week of vacation during the period of June through September, a 90/10 seasonal leave with income averaging will be offered to regular full-time employees subject to mutual agreement between the manager and the employee. The period of time not worked will be 5 weeks and 1 day and may be taken in one or two blocks of time during the period of October through April and within the one-year income averaging period, subject to the needs of the business. The one-year income averaging period must begin sometime during the duration of the collective agreement.

The normal Company practices associated with seasonal leaves will be applicable. Service credits will be granted for the entire leave. Pensionable employment granted for pension-calculation purposes for time not worked will be limited to the maximum allowed by law. Pensionable earnings will be based on 100% (and not 90%) of full-time basic salary during the period of leave.

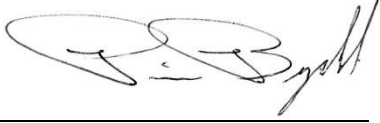
Yours truly,

Pierre Bujold  
Transervice, Vice President Canada

November 25, 2021

Within 90 days of ratification the union will hold a vote for the members to decide to join the Unifor Skilled Trades Council. If approved the union will give official notice to the company to deduct the trades dues as per Memorandum of Agreement below and Unifor's constitution.

Signed in \_\_\_\_\_ this \_\_\_\_\_ 2021.



Pierre Bujold  
Transervice, Vice President  
Canada



Scott McIlmoyle  
National Representative  
Unifor

**TRAINING COMMITTEE**  
**LETTER OF UNDERSTANDING BETWEEN**  
**TRANSERVICE LEASE CO.**

**AND**  
**UNIFOR**

**REPRESENTING AUTO EQUIPMENT MECHANIC, AUTO EQUIPMENT MECHANIC APPRENTICE AND SERVICE ADVISER**

The parties agree as follows:

1. The parties agree to establish one (1) Joint Training Committee composed of a maximum of three (3) representatives of the Company (including the Chief Negotiator or his delegate), of a maximum of three (3) representatives appointed by the Union and the national representative as needed.
2. The mandate of the Committee will be, first and foremost, to explore possible solutions in order to promote employee development, to discuss and make sound recommendations on:
  - (a) Administration in connection with the job posting procedure and employment opportunities.
  - (b) The various standardized methods used to determine the potential and suitability of an employee wishing to be considered for a posted position;
  - (c) Trends in issues that may arise from time to time in connection with training;
  - (d) Improvements that could be made to the employee training process.
  - (f) Opportunities for improvement on operational issues and surrounding workforce management resulting from the training process.
4. The committee does not have the mandate or the power to make or recommend changes to the collective agreement or to deal with matters that fall under collective bargaining. It also has no obligation of results. This initiative is intended as an exercise in exploring and sharing ideas.
5. The management party recognizes that the role of the union representatives on the training committee is to discuss and issue recommendations only and are in no way responsible for the corporate decisions that will result from the discussions of the committee.
6. The Training Committee will establish its own meeting schedule but must meet jointly at least once a year.
7. Union time and reasonable expenses incurred by Union representatives and necessary for their work on the Committee will be reimbursed by the Company in accordance with its practices and the collective agreement.

Signed in \_\_\_\_\_ this \_\_\_\_\_ 2021.

Pierre Bujold  
Transervice, Vice President  
Canada

Scott McIlmoyle  
National Representative  
Unifor