

Agreement between



Canadian Standards Association
(operating as CSA Group)

and



and its
Local 967

103

4/2/08

Effective: June 19, 2006
Expiry: June 18, 2008

06374(12)

AGREEMENT

between

CANADIAN STANDARDS ASSOCIATION
located at Metropolitan Toronto
(hereinafter called the "Employer")

• and •

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 967
(hereinafter called the "Union")

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees of the Employer who are subject to its provisions.

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ARTICLE 1 RECOGNITION

1.01 Bargaining Unit Part Time and Temporary

The Employer recognizes the Union as the exclusive Bargaining agent of all employees of the Employer who are located at 178 Rexdale Boulevard, Toronto, Ontario, save and except the following:

1. Managers; Co-ordinators, and Team Co-ordinators other than those listed in the schedule attached hereto; Supervisors and persons above the rank of Supervisor; Secretaries to members of the Executive Committee; Secretaries to persons above the rank of Supervisors; Persons employed in Human Resources Office; Payroll Clerks; members of the Engineering Profession; Special Audits Investigators.
2. Duly qualified persons within the recognized professions such as dental, legal, medical and pharmaceutical, employed in a capacity which requires such professional knowledge.
3. Temporary personnel employed on work within the scope of the Bargaining Unit to replace an employee on sick leave, LTD, WSIB, pregnancy leave, parental leave or an unpaid leave of absence provided that in all cases the bargaining unit employee being replaced is not actively at work, except for a two (2) week training and orientation period at the beginning and/or end of the absence. Such temporary personnel shall not be employed on work within the scope of the bargaining unit except as stated in this section. However, these individuals can apply for internal vacancies but will be treated as external candidates. In the event, any of these temporary personnel are employed on work within the scope of the Bargaining Unit, except as stated in this section, the Employer will pay the Union the maximum rate of pay for the position being relieved **as** listed in this collective agreement for all hours worked, except as stated in this section.
4. Peakload personnel employed on work within the scope of the Bargaining Unit for a period not to exceed 450 hours in any one fiscal year, which is required to deal with vacation and the peaks in workload, which do not justify permanent positions. Such Peakload personnel shall not be employed on work within the scope of the Bargaining Unit except as stated in this section. However, these individuals can apply for internal vacancies but will be treated as external candidates. In the event any of these Peakload personnel are employed on work within the scope of the Bargaining Unit, except as stated in this section, and/or in excess of 450 hours in a fiscal year, the Employer will pay the Union the maximum rate of pay as listed in this collective agreement for the position being relieved for the duration of the hours worked in excess by such Peakload personnel.

5. (a) Students who are registered in a full time program in high school or post secondary institutions to a maximum of **675** hours per fiscal year.
 - (b) Students on educational placement programs (i.e. co-op students) for a maximum of two (2) co-op work terms of **675** hours each to a lifetime total (excluding permanent employment) of 1350 hours. In case of dispute regarding hours the educational institution's placement program requirements shall apply providing however that in no case shall the 1350 hours maximum be exceeded. There shall be no more than sixteen (**16**) co-op students employed at any one time. The Employer will pay the equivalent of union dues for each student for their co-op work term.
6. The term "Employees" as used in this Agreement shall be those persons within the scope of the Bargaining Unit as set out above.

1.02 For purposes of clarity, the parties agree that should the Employer transfer any part or parts of its operation from the **178 Rexdale Boulevard** location to any other location in Ontario, employees within the transferred operation shall be covered by the provisions of this Agreement provided however that this shall not be construed to mean the transfer of individual employees, without the transfer of a part of an operation.

1.03 Appendix D outlines the provisions of the Collective Agreement that shall apply to part time personnel.

1.04 The term and kind of work activities for students on an educational placement program (i.e. internship program) shall be governed by the requirements of their educational institute. Human Resources will inform the Local Union President in writing of the term and kind of work activities for each student, prior to the student's first workday. There shall be a maximum of three (3) such students at any one time with an overlap period of up to four (**4**) months. There shall be no more than two (2) of these students in a Division (i.e. Certification and Testing, Standards, Information Technology, Finance & Business Services) at any one time excluding overlap. The maximum **675** hours stated in Section 5 may be extended by mutual consent of the Employer and the Union, provided proof of the necessity to increase the **675** hours is provided by the appropriate educational institute. The Employer will pay the equivalent of union dues for each employee for their term.

ARTICLE 2 MANAGEMENT ' S RIGHTS

2.01 The Employer has the exclusive right and power to manage its business and direct its working force in a manner consistent with the terms of this Agreement, including, without restricting the generality of the foregoing, the right to hire, promote, demote or discipline, suspend or discharge for just cause, provided that an employee who has not completed his probationary period may be dismissed for any reason satisfactory to the Employer, and the right of a probationary employee to grieve shall only be as hereinafter provided.

ARTICLE 3 EMPLOYER-EMPLOYEE RELATIONSHIP

3.01 The Employer and the Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of his membership or activity or his non-membership in the Union.

3.02 (a) The Employer shall provide the Secretary of the Union a monthly list of expected commencement and termination of employment dates, vacancy numbers, Supervisor's name, cost centre, names of employees they are replacing and accumulated hours where applicable of Bargaining Unit employees, students, peakload personnel and temporary personnel. This list shall include other information re: effective dates for employees referred to in Art. 24.04, 24.06 and any other items mutually agreed upon.

(b) The Employer shall provide an annual list of expected retirees.

3.03 (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out therein. A copy of the Agreement will be supplied to the new employee.

(b) The immediate Supervisor shall introduce all new employees to the zone steward.

3.04 Every three (3) months, the Union will be given the opportunity to conduct a seminar, for a maximum period of thirty (30) minutes, for all new employees within the Bargaining Unit, hired during that period. Attendance shall not be withheld by the immediate Supervisor. The seminar will take place during regular working hours without loss of pay at such time and place as the Employer may determine. The sole purpose of such a seminar is to acquaint the new employees with the benefits and duties of Union membership and his responsibilities and obligations to the Employer and the Union. No more than one local Union designate shall be present to conduct this seminar.

3.05 The Employer and the Union agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations between the parties.

Accordingly, an Employer/Union Conference has been established. The function of the Conference shall be to act as a forum for improving service to customers, correcting conditions causing misunderstandings, reviewing suggestions or questions from employees and any other items both parties deem necessary to discuss.

Unless otherwise agreed or arranged, a Conference shall be held once a month with an advance Agenda, agreed to by both parties, that shall be sent to all members of the Conference. The parties also acknowledge the interest of all employees of the Bargaining Unit in the various Divisions to be kept informed of developments affecting their employment and communications in this regard will be discussed during meetings.

It is understood that while the Conference shall consider and attempt to resolve all such problems coming before it, it shall have no power to alter, amend, add to or modify the terms of this Collective Agreement.

ARTICLE 4 NO STRIKE - NO LOCKOUT

4.01 The Union agrees that there will be no strike during the term of this Agreement and the Employer agrees that there will be no lockout during the term of this Agreement.

4.02 For purposes of this Agreement, the words "strike" and "lockout" shall be as defined in the Labour Relations Act.

ARTICLE 5 UNION MEMBERSHIP AND CHECK-OFF

5.01 (a) Any employee covered by this Agreement shall have the right to become a member of the Union, or not, as he sees fit.

(b) Union dues, or deductions in lieu thereof, will be deducted from all employees in the Bargaining Unit who are in receipt of wages from the Employer.

5.02 The deductions outlined above shall be in such amounts as the Union may advise in writing from time to time. Upon receipt of a written authorization from the Union, the Employer will deduct prepaid dues in such amounts as the authorization may direct. Such deductions shall be forwarded to the Union treasurer within ten (10) days following the end of each unit accompanied by a list of additions and deletions for a master list. The master list shall be provided in April and October of each year.

5.03 The Union agrees to indemnify and save the Employer harmless from any claim by an employee arising out of the deduction arrangements in this Article.

5.04 The Employer shall provide the total regular wages for all Bargaining Unit employees for each fiscal unit.

ARTICLE 6 UNION ACTIVITY AND REPRESENTATION

6.01 The Union agrees there will be no Union activity conducted during working hours or at any time on the Employer's premises except:

- (a) Normal informal discussion at lunch periods providing it does not interfere with the rights and privileges of others and the conduct of business;
- (b) That which is provided for in connection with the handling of grievances;
- (c) During direct contract negotiations as agreed to by the Employer and;

- (d) Other activities as approved by Human Resources;
- (e) In order for the Union to properly represent the employees, the Employer shall provide a room for meetings, as the need arises with approval of the Employer.

6.02 For the purpose of representation under Article 7 or Article 9, the Union may appoint a maximum total of eighteen (18) stewards.

6.03 One of the stewards will be appointed by the Union as Chief Steward. In the event that the appropriate steward is not on the premises, the Chief Steward or, failing him, any member of the Executive of Local 967 may act on the employee's behalf.

6.04 The Union shall notify the Employer in writing of the name of each steward and the area he represents and also the name of the Chief Steward, before the Employer shall be required to recognize any of them.

6.05 No more than one steward or union officer shall be absent from his job to process any grievance when such is desired by a grievor, in accordance with the grievance procedure. Such absence shall not exceed 1/2 hour unless approved by Human Resources.

6.06 Before leaving his regular employment duties to engage in investigation and processing of grievances within his zone of operation, the steward must receive permission from his Supervisor and indicate the nature of the business and the time anticipated. Such requests shall not be unreasonably withheld. The Employer will pay only for authorized time spent on Union business.

6.07 On entering a section other than his own, a steward shall advise the Supervisor of the section entered, or such substitute as the Supervisor may designate, and on return to his section shall immediately advise his Supervisor.

6.08 A committee of three (3) employees shall constitute the Union Grievance Committee. A Union representative who is not an employee may be present if so requested.

6.09 A committee of four (4) employees plus one (1) Union representative who is not an employee shall constitute the Union Negotiating Committee.

6.10 The Union shall advise the Employer, in writing, of the names of members of the Union Grievance and Negotiating Committees. Any changes in the above representation shall be communicated in writing to the Employer as soon as possible.

6.11 If direct negotiations take place during working hours with permission of the Employer, the four (4) employees on the Union Negotiating Committee shall be paid for working time lost. If the services of a Conciliation Officer is utilized, the Union shall reimburse the Employer for the cost of all regular wages paid for such employees beyond an initial period of two (2) days.

6.12 All correspondence between the parties, arising out of this Agreement, shall pass to and from the Employer and the President of the Union with a copy to the Secretary of the Union.

6.13 Six (6) bulletin boards will be provided for the Union to post notices. Management reserves the right to approve such notices and it shall not be unreasonably withheld.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 It is the desire of the parties that complaints of employees regarding the application, administration or alleged violation of this Agreement be adjusted **as** quickly as possible, and it is understood that if an employee has a complaint he shall process it in the following manner and sequence, provided that the dismissal of an employee during the probationary period shall not be the subject of a grievance:

FIRST: Between the employee and his first level Management, provided such complaint is lodged within five (5) working days of the circumstances giving rise to the complaint. First level Management shall give his decision within five (5) working days. A steward may be present upon request of the employee or first level Management.

SECOND: If first level Management fails to settle the complaint to the satisfaction of the complaining employee, the employee shall, with the assistance of his steward, reduce the complaint to a grievance in writing (on forms supplied by the Union and approved by the Employer). The steward shall give the grievance to the next higher level of Management within five (5) working days of the first step response; otherwise, it will not be accepted in the second step. The Management Chair at this step shall convene a meeting between the Employer and the Chief Steward, one member of the Union Grievance Committee, and the grievor and give a written decision within five (5) working days of the meeting.

THIRD: If the grievance has not been settled in the second step, it must be processed within five (5) working days of the written decision at the second step, otherwise it will not be accepted in the third step. All grievances not settled in the second step shall be taken up at a meeting between the Union Grievance Committee and the Management Committee, chaired by Human Resources, within five (5) working days. The decision of the Management Committee will be given to the Union in writing within five (5) working days following the meeting.

7.02 The time limits fixed for the Grievance Procedure may be extended on an individual basis by written consent of both parties to this Agreement.

7.03 A Union Policy grievance (which is clearly distinguishable from a grievance of an individual) which alleges that there has been a violation of this Agreement, may be filed by the Union Officers and instituted at the third step of the Grievance Procedure as outlined herein, provided this is done within five (5) working days after the occurrence of the event(s) or within five (5) working days after the Union ought reasonably to have known of the occurrence of the event(s) being grieved and if necessary, proceed to arbitration. However, it

is expressly understood that this procedure may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could have them instituted and the regular grievance procedure shall not be bypassed.

7.04 It is understood that the Employer may bring forward to a meeting held with the Union Grievance Committee any general complaint with respect to the conduct of the Union, its Officers, Stewards, or any other Union representative, and that if such a complaint by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance, instituted at the third step of the Grievance Procedure, and, if necessary, proceed to arbitration.

7.05 In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private room.

ARTICLE 8 ARBITRATION AND MEDIATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

8.02 Such notice, in order to be accepted as an appropriate matter for submission to arbitration, must be communicated to either party in writing not more than ten (10) working days subsequent to the written decision of the Management Committee in Step 3 of the Grievance Procedure.

8.03 The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

8.04 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

8.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

8.06 The Arbitration Board shall not have jurisdiction to alter, or change any of the provisions of this Agreement, give any decision inconsistent with the terms and provisions of this Agreement nor deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty in such a way that in the opinion of the Arbitrator is just and equitable.

8.07 It is agreed that each party will bear the cost of its appointee and bear equally the fees and expenses of the Chairperson. Where the Board deems it necessary to incur other expenses in connection with the case, the Board will consult with the parties and obtain agreement from the parties before making its decision regarding incurring such expenses.

8.08 Notwithstanding the above, the parties may agree to a sole arbitrator. The parties will bear equally the cost of the sole arbitrator.

8.09 The time limit fixed for the arbitration procedure may be extended on an individual basis by written consent of both parties to this Agreement.

- 8.10**
- (a) Either party may, at the same time as filing the notice in Article 8.02 or within the time limit provided therein, serve the other with a Notice of Intent to Mediate the difference. If the other party agrees to the mediation of the difference, it shall reply in writing within five (5) working days to that effect and the parties will proceed to the selection of a mediator as set out below.
 - (b) If the parties agree to mediate, the arbitration provisions of this Article shall be held in abeyance until the day the mediation procedure has concluded without a final resolution of the difference, after which the arbitration provisions of this Article will continue, including access to expedited arbitration but not to consensual mediation-arbitration under the Labour Relations Act.
 - (c) The mediator will be selected in rotation from a panel of not less than three persons to be agreed upon by the parties in writing. If the mediator next in rotation is unavailable to mediate the difference within 30 days of the Notice of Intent to Mediate, the next mediator will be contacted, and so on until a mediator is selected who is available within this time frame. If none of the panel is available, and the parties are unable to agree upon an alternate, then the arbitration provisions of this Article shall apply unless the parties can otherwise agree in writing.
 - (d) The mediator shall determine the process and the procedure for mediation which, in his or her opinion, best suits the nature of the dispute and creates the optimum environment for resolution between the parties.
 - (e) If the mediator is able to fashion a consensus between the parties, the mediated settlement shall be reduced to writing, and is a final and binding settlement. Any concerns with respect to the interpretation, application or administration of the settlement shall be referred back to the mediator for resolution, and the mediator's determination of the issue is final and binding upon the parties.
 - (f) Unless the parties agree otherwise, the mediated settlement does not create a precedent for the disposition of the same issues in the future.

- (g) If the parties are unable to conclude a settlement with the assistance of the mediator on the day appointed for that purpose, then the arbitration provisions of this Article shall apply unless the parties agreed to continue mediation on additional days with the mediator. If both parties are agreed, the mediator may be appointed as the arbitrator to hear and determine the difference in accordance with the requirements of this Article and the Labour Relations Act.
- (h) The mediation provisions of this Article shall have no application in the event either party request the Minister to appoint a consensual mediator-arbitrator under the Labour Relations Act.
- (i) The Mediator shall not be a compellable witness at arbitration and any discussions with the mediator shall be given the same protected status as discussions between the parties in the grievance procedure.

8.11 The Employer shall maintain pay and reimburse expenses for two (2) members of the Union Grievance Committee and the grievor, while attending arbitration meetings under the Labour Relations Act, including consensual mediation-arbitration as well as meetings held pursuant to the Mediation process under clause 8.10. The union may send another two (2) CUPE Local representatives and will reimburse the employer for wages and expenses. The Employer shall pay all other costs associated only with the Mediation process as outlined in clause 8.10.

ARTICLE 9 WRITTEN DISCIPLINE, SUSPENSION OR DISCHARGE

- 9.01** (a) At the time an employee is disciplined in writing, suspended or discharged, he shall be informed in the presence of the zone steward or Union officer of his right to Union representation, unless, in the case of discharge, the reasons are such that it is necessary to require his immediate expulsion from the premises. The employee may consult with the steward or Union officer, where applicable, for a reasonable time not to exceed 1/2 hour during working hours unless extended by mutual agreement.
- (b) An employee, discharged as described above, shall be provided the opportunity to meet with a Steward or Union Officer, outside the premises, immediately after discharge.

9.02 The employee who is disciplined in writing, suspended or discharged, shall be disqualified from proceeding under the Grievance Procedure unless written notice of a grievance is lodged within five (5) working days from date of discipline. Such a grievance shall be commenced at the second step of the Grievance Procedure, or in the case of discharge, or a suspension beyond three (3) days, at the third step.

9.03 If no other disciplinary action occurs, disciplinary letters will be removed from the file in eighteen (18) months, suspension letters in thirty-six (36) months from the date of issue. In the event that further disciplinary action occurs, the letters shall remain on the file for thirty-six (36) months from the most recent action.

9.04 Any employee shall have the opportunity to review his personnel file upon request to the immediate Supervisor.

ARTICLE 10 SENIORITY, LAYOFF AND RECALL, SEVERANCE PAY

Seniority

10.01 An employee will be on probation and not acquire seniority until he has completed six (6) months of active employment within the twelve (12) month period following his hiring. On successful completion of the probationary period, he shall then be credited with seniority equal to the probationary period served, and any seniority thus acquired may be exercised in the manner set out in this Article. At the request of the Employer, the probationary period may be extended with the written consent of the Union.

10.02 It is understood that the release of an employee during the probationary period shall not be the subject of a grievance under either the Grievance or Arbitration and Mediation Procedures. An employee who has completed the probationary period and has seniority, who is discharged for cause, may lodge a grievance in the manner and to the extent provided in the Grievance Procedure.

- 10.03** (a) The seniority date of an employee shall be the date such employee first commenced work in any classification covered by this Agreement, except that any period of service outside this Bargaining Unit of more than twenty-four (24) consecutive months will not be added to the employee's Bargaining Unit seniority. In which case the seniority list will be adjusted accordingly and show the employee's service and seniority date.
- (b) A person who transferred to a supervisory position, or any other position not covered by this Agreement, after August 1st, 1977, and who is returned to a position within the Bargaining Unit within one (1) year from his date of transfer, shall return with his original seniority date. If such person is returned more than one (1) year after his date of transfer, his seniority shall be equal to that held at the date of transfer, plus a maximum accumulation of two (2) further years.
- (c) The seniority date of an employee who was in the Bargaining Unit prior to August 1st, 1977 shall be the date his service commenced.

10.04 Seniority shall be lost and employment deemed terminated if:

- (1) An employee is discharged and is not reinstated through the Grievance or Arbitration and Mediation procedure;
- (2) An employee resigns;
- (3) An employee is laid off for the lessor of the employee's years of service or twenty-four (24) months or applies for and receives early severance pay as outlined in Article 10.12;

- (4) An employee on layoff fails to return to the Employer in accordance with his notice of recall;
- (5) An employee fails to return upon the completion of any leave of absence except for reasons satisfactory to the Employer;
- (6) An employee is absent from work without permission for a period of three (3) consecutive working days without notifying the Employer unless such notice was not reasonably possible, and providing reasons for such absence satisfactory to the Employer.

10.05 A full time employee shall continue to accumulate seniority while he:

- (1) Is in the active employ of the Employer;
- (2) Is absent through verified illness for a period equal to the employee's accumulated sick leave plus an additional four (4) months, the employee's position shall be reserved. After this period of time, the employee shall cease to accumulate seniority and the position shall be posted, unless the employee can provide medical verification that he can return to work within one month;
- (3) Is absent for up to two (2) months on a leave of absence;
- (4) Is on pregnancy leave for up to twenty-six (26) weeks, or such longer period as may be prescribed by the Employment Standards Act;
- (5) Is on parental leave as per Article 12.06(a);
- (6) An employee on WSIB shall retain his seniority during the period of illness or injury to a maximum of thirty-six (36) months.

10.06 An employee on Long Term Disability shall retain his seniority as at the date of commencement of LTD.

10.07 The Employer shall maintain up-to-date seniority lists showing each employee's seniority date, and where applicable service date, as calculated in accordance with this Article; and the employee's current classification. The lists will be posted on the Union bulletin boards in April and October of each year and a copy sent to the Secretary of the Union.

Layoff and Recall

10.08 In the case of a layoff, seniority shall apply under Pay Rates and Classifications provided those employees remaining are competent to perform the available work.

- 10.09 (a)** An employee who has been laid off in accordance with the provisions of this Article, will be called back to work in order of seniority provided that such employee is competent to perform the available work.
- (b)** Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (c)** An employee may refuse recall, without loss of recall rights, when he is recalled to a job outside the original Career Family or to a lower pay grade.

An employee who accepts recall to any position is no longer on layoff and is considered to be placed in the recalled pay grade and Career Family.

- 10.10 (a)** Employees shall be notified of recall by registered mail or courier sent to the employee's last **known** address according to the Employer's records, a copy of which shall be sent to the Union Secretary on the date of issuance. The employee shall:
- (1)** within two (2) working days of the receipt of the recall notice, advise the Employer that he intends to return to work, and;
 - (2)** return to work within five (5) working days of the receipt of the notice of recall.
- (b)** Notification shall be deemed to have been received by the employee five (5) working days following the day the recall notice was sent by registered mail or courier.
- (c)** It is the sole responsibility of the employee to keep the Employer advised of his current address and telephone number.
- 10.11 (a)** An employee claiming that he has been laid off or transferred contrary to the provisions of this Article or that he has not been recalled in conformity therewith, may file a grievance in writing with the Employer commencing at the third step of the Grievance Procedure.
- (b)** In the case of a layoff or transfer, such grievance shall be filed not later than ten (10) working days after the date of layoff or transfer.
- (c)** In the case of recall, such grievance shall be filed within ten (10) working days after the employee - who the grievor alleges, was improperly recalled in his place - commenced work. The grievor shall supply to the Employer the reasons and particulars of the basis of his claim in the grievance at the third step of the Grievance Procedure including the name of the job incumbent whose classification he claims he should occupy and it shall be his responsibility to establish his right to the job classification.

Severance Pay

10.12 In the event that it becomes necessary to layoff an employee for a period of six (6) months or more, and/or terminate an employee due to the need to reduce the workforce, severance pay shall be paid based on the following:

- (a) one (1) week's pay for each year of service up to ten (10) years of service or;
- (b) one and one-half (1 1/2) week's pay for each year of service if the employee has accumulated between ten (10) and twenty (20) years of service or;
- (c) two (2) week's pay for each year of service if the employee has accumulated beyond twenty (20) years of service;

to a maximum of fifty-two (52) weeks pay, including any severance pay required by Legislation.

An employee who has been laid *off* may apply for his/her severance pay at any time after the above mentioned six (6) month period, An employee who accepts his/her severance pay will not be entitled to be called back to work in accordance with any recall provisions of the collective agreement and shall lose all of his/her seniority.

If the employee does not elect to receive severance pay as above at the six (6) month, the employer will forward any severance pay entitlement to the employee's last known address, immediately after an employee has been laid off for the lessor of the employee's years of service or twenty-four (24) months.

ARTICLE 11 JOB POSTING

11.01 Notice will be posted of a vacancy in a classification covered by the Agreement for a period of seven (7) working days and no employee shall be hired from outside the Bargaining Unit until the position has been posted for the seven (7) working day period. Such notice will contain the classification, educational qualifications, type of experience, must and preferred factors, shift and wage range as specified in the applicable position description. If a test is to be given, all applicants shall be notified within ten (10) working days following the posting period where practicable. Notwithstanding the foregoing, where **an** emergency arises, a job vacancy can be posted for two (2) working days on agreement with the Union.

11.02 Copies of any posting including the reason for such a vacancy, will be forwarded to the Secretary of the Union at the time of posting.

11.03 The Employer shall make reasonable efforts to advise those employees who, in their opinion, may be interested in the vacancy or who are away on the Employer's business during the entire period of the vacancy.

- 11.04 (a) For the purposes of this Article, a vacancy exists when, in the opinion of the Employer, the job opening is one which will not be temporary in nature, and there are no eligible employees in the same pay grade whose position is eliminated. If the Employer does not wish to fill a vacancy, the Union shall be notified of the reasons, in writing, within two (2) months.
- (b) Should the need arise to temporarily replace a bargaining unit employee who's absence is expected to exceed three (3) months, the Employer will first post the temporary opportunity and will not interview outside applicants until such time as all internal applicants have been given full consideration.

Note: When a period of rehabilitative employment is medically required, the Employer shall provide medically appropriate work tasks without creating a position or vacancy.

- 11.05 (a) In the event that a posting is cancelled, the original posting shall be stamped "Cancelled" and displayed on the bulletin boards for seven (7) working days.
- (b) In the event that a posting is modified, the posting shall be stamped "Modified" and displayed on the bulletin boards for seven (7) working days. All applicants to the original vacancy shall be notified, in writing.
- (c) In the event a posting is not filled within eight (8) months and if the Employer wishes to fill the vacancy, a new posting shall be prepared, stamped "Second Posting" and stating previous posting number. It shall be displayed on the bulletin boards for seven (7) working days.
- (d) Copies of postings referred to in 11.05(a), (b) and (c), will be forwarded to the Secretary of the Union.
- 11.06 (a) When a vacancy occurs in the Bargaining Unit and employees within the Bargaining Unit make application for such promotion, the Employer shall select the most senior applicant where skill, ability, qualifications, and communicative skills, as assessed by the Employer, which assessment shall not be arbitrary or unreasonable, are relatively equal. The Employer may use tests to assist in assessing an employee.
- (b) Vacancies for positions in the Technical Career Family, for employees who are subject to reclassification through pay grades 103 to 108 as shown in Appendix A Pay Schedule, will be posted as a multi-level posting. The Vacancy will be posted as "UP TO 108" pay grade and qualifications.

Applicants will be considered at the highest pay grade for which they are qualified. Applicants with less than the required qualifications will be considered at a level commensurate with their skill, knowledge, and ability; as specified in the job document.

In exceptional circumstances, and following discussions with the Union, management may declare and post a vacancy at pay grade 108.

11.07 The Employer will endeavour to promote employees from within the Bargaining Unit where to do so is consistent with the Employer's need for an efficient and effective work force. In any event, the Supervisor or Manager will not interview outside applicants until such time as all internal applicants have been given full consideration.

11.08 New employees will not be allowed to apply for a job posting during their probationary period. In the next six months, employees will be restricted to one successful promotion or transfer through job posting. The above will apply unless otherwise agreeable to Human Resources.

11.09 All tests shall be conducted by Human Resources to ensure confidentiality. The form, content and administration of such tests shall be at the sole discretion of the Employer.

11.10 Applicant interviews shall be conducted confidentially, in a private room by Human Resources and/or the hiring Supervisor.

11.11 (a) When a vacancy is filled the name of the successful applicant shall be forwarded to the Union Secretary and posted on bulletin boards, together with the applicable job posting and salary schedule.

(b) The hiring Supervisor shall notify all unsuccessful applicants, in writing.

(c) Any unsuccessful applicant shall, on request, receive counselling from the hiring Supervisor who will include the reason why the application was unsuccessful, a review of test results and career guidance.

11.12 If a posting has not been filled within two (2) months, all applicants shall be notified in writing of the reason for the delay.

11.13 Successful applicants shall be moved to their new position and/or start receiving the wages of the new classification within four (4) weeks of the successful candidate being notified.

11.14 Promotions or transfers will be subject to probation as outlined below:

(1) Existing employees accepting new positions or promotions as described above shall be on job probation for sixty-five (65) working days. This probationary period may be extended by any amount of time, such as vacation, sick leave, paid holidays, taken during the course of such probation;

(2) At the request of the Employer, the job probation period may be extended under extenuating circumstances with written consent of the Union;

- (3) Employees who are reclassified and have already been carrying out the duties of the higher classification for an equivalent period to that of the probationary period, shall not be placed on job probation.

11.15 In the event an employee who takes another position fails to qualify, a reasonable effort will be made to relocate such employee in a job with a similar rate of pay to the position the employee previously held.

11.16 When an employee's performance is above the competent level of the job, a recommendation may be made by the Supervisor to accelerate the employee's salary up to job rate (job rate shall be defined as the maximum level). The Supervisor's recommendation along with performance reviews must be authorized by the Director with concurrence of Human Resources. In any event, the employee must have first completed his probationary period and not move more than two scheduled steps.

11.17 Notwithstanding any other provision in Article 11, when an employee returns to work full time from LTD or WSIB, the Employer will either:

- (a) assign the employee to a vacant position, with a similar rate of pay to the position the employee previously held, provided the employee is medically fit and capable of performing the job, or
- (b) provide a job with a similar rate of pay to the position the employee previously held, provided that the employee is medically fit and capable of performing the job, or
- (c) if the employee is incapable of meeting the requirements of (a) or (b) above, such employee will be provided with a job that he is medically fit and capable of performing.

11.18 Notwithstanding any other provision in Article 11, when an employee is declared redundant, and would otherwise be subject to layoff, such employee will have the option of being assigned to a vacant position provided the employee has the skill and ability to perform the duties of the vacant position.

Note: The employees referred to in 11.17 and 11.18 shall not receive a higher pay grade as a result of the reassignment.

ARTICLE 12 LEAVE OF ABSENCE

12.01 Where practicable, leave of absence without pay and without loss of seniority, may be granted at the discretion of the Employer on a request from any employee, and such request shall not be unreasonably denied.

12.02 All requests for leave of absence beyond one (1) day will be submitted in writing to the immediate Supervisor concerned for authorization at least ten (10) working days prior to

commencement of such leave (except in case of emergency) and shall be dealt with by the Employer as quickly as reasonably possible. Such authorization shall be in writing.

12.03 Time worked beyond the regular workday or workweek to make up time for leave of absence shall be applied to such leave of absence at straight time.

Such make-up time shall be discharged within two (2) months before or after said leave. Make-up time shall not be applied toward leave of absence unless so specified at the time leave is granted.

12.04 (a) Any employee duly appointed as a delegate to a Union meeting or convention will, where practicable, apply ten (10) working days in advance or at least five (5) working days in advance to his immediate Supervisor for unpaid leave and permission shall not be unreasonably withheld. A delegate may not take more than five (5) days leave at a time, nor shall there be more than five (5) such delegates on leave at any one time. The total of such leaves shall not be more than fifty (50) days a year. While on unpaid leave of absence, such employee shall be paid all wages and benefits for regular working hours missed and the Union shall reimburse the Employer for the cost of all regular wages paid.

(b) For the purpose of negotiations, the Employer agrees to grant paid leave to elected members of the Union Negotiating Committee up to a maximum of two (2) days per member in any negotiating year. It is understood that these days are not to be considered as deductible from the number of days allowed for Union business as above.

12.05 Subject to the following conditions, the Employer will grant leave of absence without pay to a maximum duration of seventeen (17) weeks to a pregnant employee at her request in writing:

- (a) Such employee must have at least thirteen (13) weeks service;
- (b) The Employer may require medical verification prior to such leave of absence and also that she is physically able to resume her normal duties upon her return;
- (c) Such leave may normally commence up to seventeen (17) weeks prior to the expected date of delivery;
- (d) The Employer shall advise in writing the employee, who having completed their probationary period, that if she desires coverage to be continuous, the employee shall pre pay premiums for applicable deductions and benefits for the duration of such leave prior to proceeding on such leave;
- (e) The Employer shall continue to pay the Employer portion of benefits outlined in Article 18 and 28;

- (f) A male employee shall be granted two (2) days leave with pay to attend to the needs directly related to the birth of his child. The employee may be required to furnish medical verification.
- 12.06**
- (a) An employee (male or female) who has thirteen (13) weeks service shall be granted parental leave of absence. Employees who take pregnancy leave are entitled to a maximum of thirty-five (35) weeks' parental leave and employees who do not take pregnancy leave and all other new parents are entitled to a maximum of thirty-seven (37) weeks' parental leave without pay and without loss of seniority, to attend to the needs of his/her child. Employees who take pregnancy leave must begin their parental leave immediately after the pregnancy leave ends. All other parents must begin their parental leave no later than fifty-two (52) weeks after the birth or adoption of the child. This request must be made in writing to the employee's immediate Supervisor at least two (2) weeks prior to the expected departure/return date.
 - (b) An employee shall be granted one (1) day leave with pay to attend to needs directly related to the adoption of his/her child.
 - (c) The employee may be required to furnish proof of an adoption.
 - (d) Benefits outlined in Article 18 and 28 will be paid in accordance with the Employment Standards Act.

Leave of Absence - Supplemental Unemployment Benefit

12.07 An employee on pregnancy or parental leave who, having provided proof of receipt of Employment Insurance Benefits (EI) shall be paid a Supplemental Unemployment Benefit (SUB) allowance in the following manner:

- (a) For the first two (2) weeks of pregnancy leave (EI waiting period) an amount equivalent to ninety percent (90%) of her weekly pay, based on the last day worked prior to commencement of the pregnancy leave and thereafter; an amount equivalent to ninety percent (90%) of that weekly pay less EI benefits received, for a maximum of fifteen (15) weeks;
- (b) for parental leave, an amount equivalent to ninety percent (90%) of his/her weekly pay less EI benefits received, for a maximum of five (5) weeks;
- (c) the pregnancy **and/or** parental SUB allowance shall terminate when EI benefit payments cease.

12.08 The payments set out in 12.07 will only be made if the employee signs an agreement with the Employer, providing:

- (a) that she/he will return to work and remain in the Employer's employ for a period of three (3) months from the date of return to work;

- (b) that she/he will return to work on the date of expiry of her maternity or parental leave, unless the employee is entitled to another leave provided for in this Agreement;
- (c) that the employee recognizes that she/he is indebted to the Employer for the payments received and shall reimburse the Employer if she/he fails to return to work as per the provisions of subsections (a) and (b).

ARTICLE 13 BEREAVEMENT

13.01 In case of bereavement, an employee will be granted a leave of absence from work and will incur no loss of wages in respect of the following periods:

- (1) five (5) consecutive working days for arranging and/or attending the funeral of a spouse and/or child;
- (2) three (3) consecutive working days for arranging and/or attending the funeral of a member of the immediate family or;
- (3) one (1) day for mourning the death of a member of the immediate family, if the employee is not able to attend the funeral or;
- (4) one (1) day to act as a pallbearer.

13.02 Immediate family shall be defined as: father, mother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, brother-in-law and sister-in-law.

13.03 *An* additional leave of absence without pay may be granted for required travel time.

ARTICLE 14 JURY OR COURT WITNESS DUTY

14.01 Employees required being absent from work to serve on jury duty or subpoenaed court witness, shall be paid for the difference between their normal day's salary and the amount they receive per day. This excludes travel allowances.

ARTICLE 15 HOURS OF WORK

- 15.01** (a) The normal hours of work for employees shall be seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week.
- (b) This does not include an employee's lunch period of not less than one-half (1/2) hour or more than one (1) hour per day at the Employer's discretion.

15.02 An additional fifteen (15) minutes at lunch break on payday shall be permitted without loss of pay.

15.03 A fifteen (15) minute break period will be allowed morning and afternoon for each full day worked. The fifteen (15) minute period covers the total time the employee is to be absent from his place of work.

15.04 All employees shall receive their wages by the direct payroll deposit banking system or by such other mechanized payroll system as may be used by the Employer.

15.05 The Employer will consult with the Union prior to a change in the schedule of the normal hours, payday, shifts or method of payment,

ARTICLE 16 OVERTIME

16.01 For the purposes of overtime calculation, hours paid shall be considered as hours worked (sick time shall not be considered hours worked). Hours worked in excess of seven and one-half (7-1/2) hours per regular work day, paid holidays (including designated floaters), Saturday or Sunday shall be paid at time and one-half (1-1/2). Overtime shall be only on an authorized basis and if not authorized by the Employer, shall not be paid.

16.02 An employee who has worked ten and three-quarters (10-3/4) consecutive hours not including time for meal breaks shall be entitled to a meal allowance of fifteen dollars (\$15.00).

16.03 Overtime shall be divided equally among employees who are willing and qualified to perform the available work. An employee may refuse overtime for a legitimate personal reason, but, if sufficient staff is not available, the Employer has the right to assign overtime according to seniority and qualifications.

16.04 (a) The minimum payment for a call back shall be four (4) hours straight time pay. Call backs shall be rotated equally among employees who are willing and qualified to perform the available work.

(b) Where deemed necessary, and in return for being on standby (i.e., ready to return to work within 1 hour), qualified employees within the CAREER FAMILY - COMPUTING will be compensated at the rate of one (1) hour of straight-time pay for each 8 hour period of standby, and for each standby call-in (whether at CSA, or at a remote location) a minimum payment of 2 hours at overtime rates, or actual hours worked, whichever is greater. Employees will be invited to volunteer first, then if not sufficient response, employees will be assigned on a rotation basis in inverse seniority order.

(c) Employees shall be reimbursed for mileage to and ~~from~~ work when requested by the Employer to work outside their normal working hours under conditions described in 16.04 (a) or 16.04 (b) if an additional commuting expense is incurred.

16.05 In lieu of the above, for employees travelling on the Employer's business, a Days Away Allowance is in effect:

- (a) For those employees away between one (1) to one hundred and eighty (180) days in a fiscal year, refer to the allowance schedule provided in Appendix B.
- (b) The definition of Days Away for payment purposes are **as** follows:
 - (1) One Day: This shall be one full day with one night's accommodation. (The accommodation may either precede or follow the working day.)
 - (2) Two Days: This shall be two full days in the field with one night's accommodation.
 - (3) Three Days: This shall be three full days in the field with two night's accommodation.
 - (4) Four Days: This shall be four **full** days in the field with three night's accommodation.
 - (5) One Week Trip: This shall be five full days in the field with four night's accommodation.
 - (6) Two Week Trip: This shall be considered as 12 days.
 - (7) Three Week Trip: This shall be considered as 19 days.

NOTE: In the case of Item 6, 14 days will be allowed where the first Sunday and the Friday of the 2nd week show accommodation being paid for.

In the case of Item 7, 21 days will be allowed where the Friday of the third week shows accommodation being paid for.

- (c) The employee may choose to receive this allowance either bi-weekly, included in the applicable pay cheque(s) or, on an annual basis, in a lump sum at the end of the fiscal year. The employee must choose the method of payment at the beginning of each fiscal year.

16.06 (a) In lieu of paragraphs 16.05 (a) and (b) when Employees are required to travel outside normal working hours on CSA business, with the exception of those performing routine factory audits, the Employer shall pay straight time for travel in excess of one (1) hour each day for which such travel is charged. In the case of weekends the one (1) hour limitation shall not apply. Employees will choose either transit time or "days away" allowance.

- (b) Notwithstanding the above, on a flying trip in which the total hours of travel or combined travel and work on a one day trip or on the first and last day of any business travel exceeds 15 hours, the employee may use the transit time to provide:
 - ❖ up to 3.50 hours rest time for each occurrence, which may be taken as the remainder of the arrival day, or as a deferred start on the following business day, or equivalent time to be taken during the trip or within five (5) working days immediately following return. Rest time taken following the trip shall not exceed 7.50 hours and shall not be accumulated.
- (c) The employee must submit for payment of this allowance within one (1) week of returning from a business trip. This allowance shall not be accumulated.

ARTICLE 17 SHIFT

17.01 It is understood that the Employer will not schedule rotating shifts.

17.02 Employees moving to another shift will do so on a voluntary basis in accordance with Article 11.

ARTICLE 18 MEDICAL COVERAGE

18.01 The Employer agrees to pay single or family premiums only in respect of the benefit coverage in the plans hereafter referred to, or such equivalent plans as the Employer may arrange. Any employee with seniority who is not laid off may be eligible for coverage under the plan and to the receipt of benefits from the plan in accordance with the terms and conditions of the plan, which said plan shall not constitute a part of this Agreement:

Great-West Life Hospital (semi-private)

Great-West Life Healthcare with deductibles of \$25.00 and \$30.00 for single and family coverage, respectively excepting prescription drugs.

Electronic payment by drug card for prescription drugs, subject to a deductible of \$1.00 per prescription.

Global Medical Assistance.

18.02 An employee who has not completed his probationary period may pay the premiums in respect of the coverage referred to in paragraph 18.01 above, provided he meets the eligibility requirements of the respective plans. Such payment is to be by way of payroll deductions.

18.03 The Employer agrees to pay premiums only for an employee who retires with at least ten (10) years service in respect of single or family coverage under Great-West Life Healthcare, excepting prescription drugs, electronic drug card payment for prescription drugs, Visioncare, Hearing Aids,

Hospital (semi-private) and Dental care, or their equivalents. The receipt of benefits by eligible employees is dependent upon the terms of the plan, including deductibles, which said plans do not form part of this Agreement.

18.04 In the case of employees laid off for one month or less, the Employer will continue to pay the premiums, where applicable, in respect to the Medical coverage provided under this Article.

18.05 The Employer shall pay single or family premiums in respect of a dental plan, Great-West Life Dentalcare Preventative, Routine and Major, or such equivalent plans as the Employer may arrange based on current Ontario Dental Association rates with deductibles of:

<u>Preventative Dental Treatment</u>	<u>Routine Dental Treatment</u>	<u>Major Dental Treatment</u>
0%	20%	50%

18.06 The Employer will pay premiums in respect of the Great-West Life Visioncare or such equivalent plan as the Employer may arrange to a maximum of **\$350** every two **(2)** years. This allowance may be applied against the cost of laser eye surgery.

18.07 (a) The Employer will pay premiums in respect of Great-West Life Extracare: Hearing Aids or equivalent. This coverage provides \$300.00 towards the purchase or repair of Hearing Aids every three (3) years.

(b) Extracare Paramedical Healthcare:

Provide for "Extracare" paramedical healthcare; deductibles and co-insurance of **80%** and **20%** with Employer portion at \$400.00 per calendar year.

The Employer will pay premiums in respect of the above **18.05**, **18.06** and **18.07** for an employee after completion of the probationary period.

18.08 The Employer agrees to pay premiums in respect of single or family coverage Great-West Life Healthcare, Visioncare, Hearing Aids, Extracare Paramedical Healthcare, Hospital (semi-private) and Dentalcare or their equivalents while an employee is receiving LTD benefits.

18.09 Dependent children up to age **25** will be eligible for medical coverage per Articles 18.01 to 18.08.

ARTICLE 19 SICK LEAVE PROVISIONS

19.01 After the completion of the probationary period, the personal sick leave grant to which an employee is entitled under this plan shall be determined as follows:

- (a) (i) Five (5) days at 100% normal pay (100% sick leave) on completion of the probationary period and on each anniversary date will be added to an employee's sick leave bank.
- (ii) Fifteen (15) days at 75% normal pay (75% sick leave) on completion of the probationary period and on each anniversary date to the 17th anniversary (to a maximum of 255 days).
- (b) When the total available 100% sick leave has been used, the employee will be entitled to draw upon his available 75% sick leave.
- (c) In the case of emergency or extended sickness, an employee may convert his 75% sick days to proportionately reduced 100% sick days, with the authorization of the Director, Human Resources.

19.02 Reporting Illness

- (a) Absence of employees due to personal illness shall be reported to the Supervisor or his/her designate, within one hour of the start of the shift on the first day of absence. The report shall indicate an estimate of the length of absence.
- (b) The Supervisor will indicate whether or not a medical certificate will be required on return to work. If a designate takes the call, the Supervisor reserves the right to contact the employee to indicate whether or not a medical certificate will be required on return to work.
- (c) The employee shall regularly up-date the Supervisor as to the status of the illness. The Supervisor will advise the employee as to the frequency of such up-dates.

19.03 Proof of Illness

Under normal circumstances, a Doctor's certificate will only be required for absences greater than three (3) days. However, in cases of repeated illnesses, the Supervisor may request a certificate for each absence due to personal illness.

19.04 Duplication of Benefits

There shall be no duplication of payment from these sick leave plan provisions and any other salary supplement plan to which the Employer contributes, such as Employment Insurance.

ARTICLE 20 ANNUAL VACATION

- 20.01 (a) A new employee shall be entitled to a vacation in the amount of one and one quarter (1 ¼) working days for each full month of service completed in the first vacation year (April 1 - March 31), to a maximum of fifteen (15) working days.

- (b) An employee who has completed one (1) year of continuous service (i.e. in the 2nd year) shall be entitled to fifteen (15) working days vacation and in each succeeding year until he completes eight (8) years of continuous service.
- (c) An employee who has completed eight (8) years of continuous service (i.e. in the 9th year) shall be entitled to twenty (20) working days vacation and in each succeeding year until he completes eighteen (18) years of continuous service.
- (d) An employee who has completed eighteen (18) years of continuous service (i.e. in the 19th year) shall be entitled to twenty-five (25) working days vacation and in each succeeding year until he completes twenty-eight (28) years of continuous service.
- (e) An employee who has completed twenty-eight (28) years of continuous service (i.e. in the 29th year) shall be entitled to thirty (30) working days vacation and in each succeeding year.

20.02 The vacation specified above may be taken any time within the fiscal year in which the employee completes the required years of service, subject to the employee and the Supervisor reaching agreement on a vacation schedule which will not hamper the Employer's operations.

20.03 All vacation entitlements shall be taken during the Employer's fiscal year per Appendix C.

- 20.04 (a) Where an employee is entitled to a vacation of three (3) weeks or more, he may, with the permission of his Supervisor, transfer up to one (1) week into the following fiscal year, provided such an arrangement is authorized prior to December 31st of the current fiscal year.
- (b) Where an employee is entitled to a vacation of five (5) weeks or more, he may, with permission of his Supervisor, transfer up to two (2) weeks into the following fiscal year, provided such an arrangement is authorized prior to December 31st of the current fiscal year.

20.05 Vacation Retirement Banking

Employees aged fifty (50) and over, who are thus fifteen (15) years or less from the normal retirement age of 65, may bank one week each fiscal year toward a pre-retirement vacation (with the Supervisor's approval). Used in conjunction with vacation carry-over (Article 20.04), vacation entitlement could be used as follows:

- three weeks vacation - must take two; may carry-over or bank one
- four weeks vacation - must take three; may carry-over or bank one
- five weeks vacation - must take three; may carry-over two or carry-over one and bank one
- six weeks vacation - must take four; may carry-over two or carry-over one and bank one

Once banked, vacation credits are held until they are taken immediately before the normal retirement date. Should an employee terminate earlier for any reason, banked vacation would be paid in a lump sum.

20.06 Service for the purpose of vacation entitlement shall not accrue when an employee is on an unpaid absence (including Long Term Disability) for a period exceeding one (1) year. Vacation entitlement during the one (1) year period shall be taken as per the Letter of Intent Re: Annual Vacation, or paid out at the end of the one (1) year absence.

ARTICLE 21 PAID HOLIDAYS

21.01 The holidays recognized for payment by the Employer are:

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

21.02 If any of the above holidays falls on a Saturday or Sunday, it shall, at the option of the Employer, be observed on the preceding Friday or the following Monday.

21.03 Each fiscal year two "floating" paid holidays for all employees in the Bargaining Unit shall be granted. The dates of such holidays will be determined by mutual agreement of the parties. However, if in the future a legal (Federal or Provincial) holiday were declared then a "floater" shall become that holiday.

21.04 A probationary employee is only entitled to one (1) "floating holiday" during his probationary period.

21.05 An additional paid holiday shall be granted. Date to be determined by Management. The Union shall be notified of the date of such holiday by no later than March 18th of any year.

21.06 An employee shall not be paid for a Statutory Holiday if he/she is unjustifiably absent (see Article 19) from work on the normal working day preceding or the normal working day following the holiday.

ARTICLE 22 WORKPLACE SAFETY INSURANCE BOARD (WSIB)

22.01 An employee injured while on duty and unable to work because of such injury will automatically go on sick leave. If the injury is recognized as compensable by the Workplace Safety Insurance Board, the amount of sick leave used will be restored to the record. For a period of three (3) months from the date of the compensable injury the Employer will "top off" the WSIB payments with such amount, in addition to the WSIB payments, as will maintain the employee's normal salary as per Pay Rates and Classifications after deductions for income tax and such other payroll deductions as are normally made.

22.02 In the event the employee is off work due to a compensable accident for longer than the three (3) month period referred to in paragraph **22.01**, he/she may elect to "top off" the WSIB payments by deducting from his/her sick leave credits that amount which, in addition to the WSIB payments, will maintain the employee's normal salary as per attached Pay Rates and Classifications after deductions for income tax and such other payroll deductions as are normally made.

22.03 The Employer shall notify the members of the Safety Committee within twenty-four (24) hours of a report of an employee being injured on the job.

ARTICLE 23 HEALTH AND SAFETY

23.01 A Joint Health and Safety Committee shall be established to deal with safety matters in accordance with the Occupational Health and Safety Act:

- (a) Representatives ~~from~~ Management will be appointed by the Employer and;
- (b) One-half (1/2) of the Committee members will be appointed from Local 967 by the Union;
- (c) Any other Safety Committees shall operate under the guidance of the Joint Health and Safety Committee.

23.02 Each group shall designate a member as a Co-chairperson and the Joint Health and Safety Committee Chairmanship shall rotate on a meeting-by-meeting basis.

23.03 Meetings of the Committee shall be held regularly but at least one (1) per month.

23.04 The Employer shall provide a recording secretary who shall be a person agreeable to all parties and who shall not be a voting member of the Committee. The Secretary shall keep full minutes of all meetings and shall provide all members with copies within two (2) weeks following the meeting. One (1) copy of the minutes shall be posted for general information.

23.05 An employee or group of employees who believe they are being required to work under conditions, which are unsafe shall immediately refer the matter to their immediate Supervisor.

23.06 The parties agree to co-operate in the promotion of safety, safe working conditions and good housekeeping with respect to work areas and facilities throughout the Employer's premises.

23.07 Safety Shoes

- (a) The wearing of CSA certified safety footwear is mandatory for employees whose regular work assignments are in an area or occupation requiring footwear protection in accordance with Employer policy.

- (b) The Employer agrees to pay, on the presentation of a receipt to his Supervisor, up to a maximum of \$50.00 per fiscal year towards the purchase of CSA certified safety footwear for all employees; or up to a maximum of \$140.00 per fiscal year for those employees who are required to wear safety footwear.

23.08 Protective Equipment

The Employer shall provide and maintain, at no cost to the employee, all safety devices and protective clothing, other than safety footwear, required by the Employer to be worn by employees.

23.09 Failure or refusal to use/wear said safety footwear, equipment and/or protective clothing shall result in disciplinary action being taken against that employee.

ARTICLE 24 PAY RATES AND CLASSIFICATIONS

24.01 Attached hereto, and forming part of this Agreement is the following schedule - Pay Rates and Classifications.

Adjusted Pay Rates are shown in Appendix A.

24.02 (a) When an employee is assigned to substitute for and satisfactorily perform the work of a higher paying classification, the following shall apply:

<u>Period</u>	<u>Pay Allowance</u>
3-1/2 hours or less in a workday.	3-3/4 hours pay at the next highest rate of the higher classification.
More than 3-1/2 hours in a workday.	7-1/2 hours pay at the next highest rate of the higher classification.

- (b) When substituting for a higher classification, overtime shall be calculated on the rate being paid for substitution.

24.03 Paragraph 24.02 shall not apply during a temporary period of work assignment for the purpose of on-the-job training.

24.04 Employees may, from time to time, be appointed on an as needed, non-permanent basis to perform lead hand duties. When such appointments are made, they will not be subject to the provisions of Article 11 (Job Posting) and employees so appointed shall receive a premium of 7.5% of their current regular rate of pay for all hours worked during the period of their appointment.

24.05 When an employee is temporarily assigned to substitute for a lower paying classification, his rate and pay shall not be reduced.

24.06 When a temporary increase in workload exists, in any area, the Employer shall select qualified and interested employees from any career family for up to eight (8) months. The Employer shall make every reasonable effort to rotate employees equally.

The vacancy created by the temporary reassignment shall be posted and filled in accordance with the provisions of Article 11.

ARTICLE 25 JOB EVALUATION

- 25.01** (a) The current Stevenson, Kellogg, Ernst and Whinney job evaluation system and current factor interpretation shall be used to establish the relationship between job classifications in the schedule of the Collective Agreement.
- (b) A joint Management/Union Committee shall function to review differences on job classifications between the Management Job Evaluation Committee and Union Job Evaluation Committee.
- (c) The Committee shall consist of seven (7) members, three (3) permanent representatives from the Employer, three (3) permanent representatives appointed by the Union, and a designate from Human Resources, as Chairperson. Meetings will be convened by the Chairperson within ten (10) working days on request of either party, unless an extension is mutually agreed upon, and shall be held during normal working hours.
- (d) Unanimous decisions of the Committee shall be binding.
- (e) Matters referred to in paragraph (b), not so resolved may be pursued in accordance with Articles 7 and 8, Grievance and Arbitration and Mediation, commencing at step 3 in the Grievance Procedure.

25.02 Management shall notify the Union of any new position and title and salary range established by the Employer within the Bargaining Unit and provide job descriptions to the Union for such newly established positions within 30 days.

25.03

1. The Employer shall draft all revised position descriptions using interviews with the incumbent(s) and the immediate Supervisor, existing position description, the agreed upon questionnaire and decision analysis. Where a number of employees are doing the same job, the above information shall be gathered from a reasonable cross section of employees within the job.
2. (a) The draft position description shall be circulated to the incumbent(s) for review. The draft position description shall be returned to Human Resources with the proposed amendments, if any, for consideration.

- (b) It is understood that the Employer may implement changes in job duties once a position description has been returned to Human Resources.
3.
 - (a) The position description shall be evaluated by the Employer's Job Evaluation Committee taking into consideration any proposed amendments. The evaluated position description together with the questionnaire, decision analysis and any proposed amendments shall be submitted to the Union Job Evaluation Committee for review.
 - (b) The Union Job Evaluation Committee shall advise Human Resources of its evaluation within ten (10) working days. All evaluations shall be held in confidence by both the Employer and Union during the ten (10) working day period. If there is agreement Human Resources shall notify the Supervisor of the classification of the position description and the Supervisor shall in turn notify the incumbent(s). The date on which the position description is forwarded to Human Resources is the effective date of the description. Human Resources shall keep the file on the evaluated position descriptions.
 - (c) If there is disagreement, including disagreement concerning the content of the draft position description, the following steps shall be taken:
 - (i) The position descriptions shall be returned to Human Resources for review by the Chairpersons of both the Employer and Union Job Evaluation Committees. If agreement is reached by them, the evaluation is finalized.
 - (ii) In the event that agreement cannot be reached the findings shall be submitted to the Joint Job Evaluation Committee for review as provided for in Article **25.01** above.
 4. A general review of all existing position descriptions shall take place every three (3) years. Reviews ~~of~~ individual position descriptions shall take place on an "as required" basis. These reviews shall be conducted according to the procedures outlined in **1, 2** and **3** above.
 5. Within the initial twelve (**12**) month period of evaluating a position description for a new position pursuant to Article **25.02** such position description shall be re-evaluated using the above procedure. The rate protection described in Article **25.04** below shall not apply until the evaluation has been completed.

25.04 When an employee's position is reclassified downwards and, as a result, such employee would suffer a decrease in salary, the employee shall be afforded rate protection. Rate protection shall mean that an employee will continue to move within the salary schedule, if applicable, and receive all future negotiated salary increases so long as they remain within the rate-protected classification.

ARTICLE 26 PENSION PLAN

26.01 The Employer agrees to continue the plan during the term of this Agreement.

26.02 Interest, in the case of termination or death, will be credited at the end of each plan year, beginning with plan year ending March 31, 1981, based upon CANSIM series B 14045 as per plan text. Where an interest calculation is required for a part of a year, the calculation shall be based on completed months only, with each month being considered as one-twelfth (1/12) of a year, and the rate of interest to be used shall be the rate of interest used for the previous plan year.

ARTICLE 27 PENSION CONSULTATIVE COMMITTEE

27.01 A joint Advisory Committee will be formed with three (3) representatives from the Union, one of whom may be a retiree and four (4) representatives from Management, one of which will be a designate of Human Resources, who shall be the Chairperson.

27.02 The Pension Advisory Committee shall be established and have full access to necessary information in accordance with the Pension Benefits Act and shall perform the following functions:

- (a) Meet at least semi-annually, or as requested by either party;
- (b) Review any pension plan changes and the plan performance; to assist in this, the Union will receive copies of the Plan text, employee brochure, actuarial evaluations, audit report, investment contract between CSA and the investment fund manager; in addition, CSA will keep the Union informed of the name and address of the Plan Administrator;
- (c) Keep up-to-date and discuss pension plan performance and review the pension plan as required to ensure full compliance with legislation;
- (d) Make recommendations to the Employer;
- (e) To promote awareness and understanding of the pension plan on the part of members;
- (f) Evaluate the feasibility of:
 - (i) Reducing the discounts (reductions) for early retirement.
 - (ii) Improvements to the indexing formula.
- (g) Be consulted on pension plan changes and retirement programs; the Committee will act as a liaison group between the Union membership and the Pension Plan Administrator.

27.03 This Committee shall act in an advisory capacity and shall not have authority to amend the existing union pension plan.

ARTICLE 28 GROUP LIFE, LONG TERM DISABILITY & TRAVEL ACCIDENT PLANS

- 28.01** (a) The Employer and Union agree that as a condition of employment an employee shall join the Group Life and Long Term Disability Plans and will be covered under the Business Travel Accident Plan, which shall continue in effect during the term of the Agreement.
- (b) The Employer agrees to pay premiums for employee Life Insurance of two (2) times annual salary.
- (c) The Employer shall pay the premiums for Travel Accident Insurance as per plan text
- (d) The Employer shall pay 100% of the premiums for the Long Term Disability Plan.

The qualifying period shall be seventeen (17) weeks or, at the employee's option, up to but not exceeding twenty-six (26) weeks provided the employee has sufficient accumulated sick leave credits available.

ARTICLE 29 EDUCATION

29.01 For the sole purpose of up grading the employee's education or skill, any member of the Union may enrol in a course, which is related to their work within CSA, or to a CSA position to which the employee might reasonably aspire.

To obtain financial support an application must first be made to the candidate's Manager/Supervisor, who will submit the proposal to Human Resources. For an approved course the tuition fee and the cost of required textbooks will be borne by the Employer in accordance with the Employer's policy. Both will be paid on evidence of a "pass" mark on completion.

29.02 In the event that the Employer determines that an employee requires a skills enhancement the Employer shall be reimbursed on a prorated basis if the employee resigns within twelve (12) months from the completion of the program, and the cost exceeds \$5,000. This sum shall be exclusive of travel, wages and expenses. Reimbursement to the Employer shall not be mandatory if the employee resigns due to extenuating circumstances (i.e. retirement, spousal relocation or resignation from the work force).

Note: A program, in the context of 29.02, shall be considered to be a course or group of courses completed in a consecutive 30-day period.

ARTICLE 30 INTERPRETATION

30.01 For the purpose of interpreting the Agreement, the masculine gender wherever used herein shall mean and include the feminine gender.

ARTICLE 31 PROFESSIONAL FEES

31.01 The Employer agrees to pay the annual membership fees for Technicians and Technologists who qualify as members of the Ontario Association of Certified Engineering Technicians and Technologists (O.A.C.E.T.T.).

ARTICLE 32 DURATION OF AGREEMENT

32.01 This Agreement shall be in full force and effect until June 18th, 2008 and thereafter from year to year until terminated or amended by either party as hereinafter provided.

Not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination or any subsequent anniversary date, either party may **notify** the other of his desire to negotiate amendments. An itemized statement of desired changes shall be submitted ten (10) calendar days prior to the commencement of negotiations.

During the negotiations, the terms of this Agreement will remain in full force and effect.

In order to facilitate the general operation (or administration) of this Collective Agreement, attached are the Pay Rates and Classifications and Letters of Intent.

**Signed at the City of Toronto, Ontario
This 17th day of January 2007**

On behalf of

CANADIAN UNION OF
PUBLIC EMPLOYEES and
It's Local 967

on behalf of

CANADIAN STANDARDS ASSOCIATION
178 Rexdale Boulevard
Toronto, Ontario

Doug Simpson

Krish Trivedi

Willy Parfenuik

Sophie Kakouris

Jeff Beacham

Len Caneloro

Catharine Wenzel

Ray Fadavi

Annie Pereira

Michelle D'Souza

Humberto da Silva

Tom Sturm

Joy Jones

David Scott

Nancy Kondo

APPENDIX A - PAY SCHEDULE - EFFECTIVE JUNE 19, 2006
BI-WEEKLY RATES

Pay Grade	BI-WEEKLY RATES					
	1 Start	2 6 Months	3 12 Months	4 18 Months	5 2 Years	6 3 Years
110	2,548.22	2,647.19	2,746.22	2,843.84	2,946.89	3,120.50
109	2,217.29	2,303.40	2,389.58	2,474.50	2,564.18	2,715.24
108	2,027.44	2,130.49	2,228.16	2,331.22	2,431.58	2,503.46
107	1,748.08	1,833.51	1,924.36	2,009.83	2,096.62	
106	1,424.02	1,516.57	1,615.16	1,720.58	1,825.38	
105	1,280.85	1,367.30	1,459.60	1,558.23	1,653.12	
104	1,165.81	1,263.74	1,369.89	1,485.38	1,575.85	
103	1,073.78	1,176.32	1,288.67	1,411.26	1,497.21	
102	1,030.29	1,117.86	1,212.89	1,315.38	1,395.50	
101	966.39	1,110.82	1,178.49			

Note on Wage Schedule -

When a promotion is made from one pay grade to another the incumbent's probationary salary will be the next highest salary rate. Should this promotion result in less than a \$20 bi-weekly increase, the incumbent will be moved one further step on the grid. This shall not result in a further pay grade promotion.

All other movement within the salary schedule shall be based on the time units established in the above schedule excluding Article 11.16.

Employees within the Technical Career Family shall be reclassified through the pay grades 103 to 108 as follows:

From	To	After
103 maximum	104	6 months
104 maximum	105	6 months
105 maximum	106	6 months
106 maximum	107	6 months
107 maximum	108	6 months

Except that if an employee is considered not capable of performing the duties of 108, he/she will be notified not later than five (5) months after he/she is paid the maximum rate for 107. An employee not notified during this period will be reclassified to 108.

Incumbents holding the position of Technical Advisor as listed in Appendix A shall receive a 7.5% pay premium for all hours paid including overtime and transit time where applicable.

**APPENDIX A - PAY SCHEDULE - EFFECTIVE JUNE 19, 2007
BI-WEEKLY RATES**

Pay Grade	1					
	Start	2 Months	3 Months	4 Months	5 Years	6 Years
110	2,624.67	2,726.61	2,828.61	2,929.16	3,035.30	3,214.12
109	2,283.81	2,372.50	2,461.27	2,548.74	2,641.11	2,796.70
108	2,088.26	2,194.41	2,295.00	2,401.16	2,504.53	2,578.56
107	1,800.52	1,888.52	1,982.09	2,070.13	2,159.52	
106	1,466.74	1,562.07	1,663.62	1,772.20	1,880.14	
105	1,319.28	1,408.32	1,503.39	1,604.98	1,702.71	
104	1,200.78	1,301.65	1,410.99	1,529.94	1,623.13	
103	1,105.99	1,211.61	1,327.33	1,453.60	1,542.13	
102	1,061.20	1,151.40	1,249.28	1,354.84	1,437.37	
101	995.38	1,144.15	1,213.85			

Note on Wage Schedule -

When a promotion is made from one pay grade to another the incumbent's probationary salary will be the next highest salary rate. Should this promotion result in less than a \$20 bi-weekly increase, the incumbent will be moved one further step on the grid. This shall not result in a further pay grade promotion.

All other movement within the salary schedule shall be based on the time units established in the above schedule excluding Article 11.16.

Employees within the Technical Career Family shall be reclassified through the pay grades 103 to 108 as follows:

From	To	After
103 maximum	104	6 months
104 maximum	105	6 months
105 maximum	106	6 months
106 maximum	107	6 months
107 maximum	108	6 months

Except that if an employee is considered not capable of performing the duties of 108, he/she will be notified not later than five (5) months after he/she is paid the maximum rate for 107. An employee not notified during this period will be reclassified to 108.

Incumbents holding the position of Technical Advisor as listed in Appendix A shall receive a 7.5% pay premium for all hours paid including overtime and transit time where applicable.

**APPENDIX A
CAREER FAMILY - ADMINISTRATIVE SUPPORT**

Pay Grade	Titles
108	Inside Sales Representative
107	Administrative Specialist Information Products Membership Coordinator Project Coordinator EPS Production Coordinator Workforce Management Specialist
106	Client Services Representative Members, Conference Services & Sales Representative Documentation Coordinator Administrative Assistant, Standards Development Building Services Assistant Field Services Assistant Label Sales Representative Product Group Assistant Sr. Customs Clerk Standard Sales Representative Word Processor, Gr. 2 Quality Control Coordinator Administrative Assistant-Information Products Administrative Assistant-Policies & Procedures Production Assistant Administrative Assistant-EPS Administrative Assistant-Conformity Services
105	Client Services Representative Level I Workforce Management Administrator MEDS Coordinator Message Centre Clerk Word Processor Administrative Assistant t Exporters
104	Field Services Clerk Mailroom Coordinator Operations Clerk
103	Receptionist/Client Services Centre
102	Records Clerk Mailroom Clerk

**APPENDIX A
CAREER FAMILY - ACCOUNTING**

Pay Grade	Titles
107	Senior Credit & Collections Clerk Senior Accounting Clerk
106	Credit & Collections Clerk Financial Support Analyst Financial Assistant Intermediate Accounting Clerk

**APPENDIX A
CAREER FAMILY - TECHNICAL**

Pay Grade	Titles
110	Certification Specialist Technical Advisor Team Coordinator
109	Inspection/SI Senior Technologist Laboratory Tech III Certifier III Sr. Toxicologist Senior Chemist Sr. Chemistry Technologist Conformity Services Certifier Inspection Specialist
108	Chemistry Technologist III Certifier II Inspection/SI Technologist Laboratory Tech II Toxicologist II Chemist III Microbiologist III

107	Chemistry Technologist II Microbiologist II Chemist II Laboratory Tech I Certifier I Toxicologist I
106	Chemistry Technologist I Microbiologist I Chemist I
104-106	Laboratory Tech Certifier

**APPENDIX A
CAREER FAMILY - MATERIALS MANAGEMENT**

Pay Grade	Titles
107	Buyer
106	Coordinator, Shipping & Receiving Receiving/Sample Coordinator
105	Procurement Clerk
104	Stockkeeper - Stores Business Services Utility Operator

**APPENDIX A
CAREER FAMILY - FACILITIES SUPPORT**

Pay Grade	Titles
108	Electrician
105	Building Maintenance & Safety Assistant
104	Facilities Assistant Maintenance (General)

**APPENDIX A
CAREER FAMILY - COMPUTING**

Pay Grade	Titles
109	Intermediate Systems Analyst Software Developer Web Specialist Business Analyst - Stds Web Developer-Stds Web Developer-C&T Intermediate System Administrator Intermediate Desktop Support Analyst
108	Intermediate Business Analyst - C&T Network Analyst
107	Systems Coordinator-IT Systems Coordinator - Stds Portfolio Product Specialist IT Financial Administrator Application Coordinator

**APPENDIX A
CAREER FAMILY - CREATIVE SERVICES**

Pay Grade	Titles
109	Communications Specialist
108	Imaging Quality Control Coordinator
107	Account/Trade Show Coordinator Coordinator, Marketing and/or Communications Editor, Gr. 2 Graphics Production Coordinator Key Account Coordinator Meeting and Special Events Coordinator Seminar Coordinator Standards Research Specialist
106	Publishing Systems Coordinator

APPENDIX A
CAREER FAMILY - TECHNICAL SUPPORT

Pay Grade	Titles
109	Senior Technologist, Planning & Development Senior Technical Service Representative Coordinator, Quality Assurance
108	Technical Service Representative Calibration Technologist Technologist (Planning & Development) Information Resource Specialist Appraiser/Analyst
106	Library Technician Technician, Planning & Development Technical Support Technician

APPENDIX B - Days Away Allowance

The Days Away Allowance to be paid under the provisions of paragraph 16.05 is as follows for the life of this Agreement:

1 to 100 Days	101 to 180 Days
\$24.85	\$51.73

APPENDIX C

Calendar identification of the Employer's fiscal year.

Fiscal Year	From	To
2006 – 2007	April 1, 2006	March 30, 2007
2007 – 2008	April 2, 2007	March 28, 2008
2008 – 2009	March 31, 2008	March 29, 2009

APPENDIX D - PART TIME PERSONNEL

The following clauses shall apply to employees who are regularly employed for not more than twenty-four (24) hours per week; no other terms and conditions apply:

Articles: 1 - Recognition; 2 - Management's Rights; 3 - Employer/Employee Relationship; 4 - No Strike-No Lockout; 5 - Union Membership and Check-Off; 6 - Union Activity; 7 - Grievance Procedure; 8 - Arbitration and Mediation; 9 - Written Discipline, Suspension or Discharge; 11 - Job Posting; 13 - Bereavement; 14 - Jury or Court Witness Duty; 16 - Overtime; 17 - Shifts; 22 - Workplace Safety Insurance Board (WSIB); 23 - Health and Safety; 26 - Pension Plan; 27 - Pension Consultative Committee; 29 - Education; 30 - Interpretation; 31 - Professional Fees; and 32 - Duration of the Agreement, and:

ARTICLE 10 SENIORITY

- (a) An employee will be on probation until he has completed nine hundred and seventy-five (975) hours of work. It is understood that the release of an employee during the probationary period shall not be subject of a grievance under either the Grievance or Arbitration and Mediation Procedures.
- (b) It is understood that part time employees will accrue seniority and service on the basis that 1950 regular hours paid shall equal one year of continuous service. Appropriate

adjustments will be made to account for absences stipulated in Article 10 (d) (2), (3), (4) and (5) of this Appendix. The seniority and service date of part time employees shall be calculated in accordance with this clause, and appear on the seniority list established under Article 10.07 of the main body of the collective agreement.

In the event an employee transfers from full time status to part time status such employee shall receive full credit for each full year of service and seniority or fraction thereof as a full time employee. Thereafter such employee shall accrue seniority and service in accordance with the provisions of this Appendix.

In the event an employee transfers from part time status to full time status such employee shall receive full credit for service and seniority earned as a part time employee. Thereafter such employee's service and seniority shall be calculated in accordance with Article 10 of the main body of the collective agreement."

- (c) An employee shall be deemed terminated if:
 - (1) An employee is discharged and not reinstated through the Grievance or Arbitration and Mediation procedures;
 - (2) An employee resigns;
 - (3) An employee is laid off for more than twelve (12) months;
 - (4) An employee fails to return to the Company in accordance with his notice of recall;
 - (5) An employee fails to return upon the completion of any leave of absence except for reasons satisfactory to the Employer;
 - (6) An employee is absent from work without permission for a period of three (3) consecutive working days without notifying the Employer unless such notice was not reasonably possible, and providing reasons for such absence satisfactory to the Employer.

- (d) A part time employee shall continue to accumulate seniority while he:
 - (1) Is in the active employ of the Employer;
 - (2) Is absent for up to the equivalent of two (2) months on a leave of absence;
 - (3) Is on maternity leave as per Article 12 of this part time Appendix;
 - (4) Is on parental leave as per Article 12 of this part time Appendix;
 - (5) An employee on WSIB shall retain his seniority during the period of illness or injury to a maximum of thirty-six (36) months. Upon return, the Employer will provide a job with a similar rate of pay to the position the employee previously held, provided that the employee is medically fit and capable of performing the

job. If incapable, the employee will be provided with a job that he is medically fit and capable of performing.

The provisions of Article 10.07, 10.08, 10.09, and 10.10 shall apply.

ARTICLE 12 LEAVE OF ABSENCE

The provisions of 12.01, 12.04(a), (b), 12.05 (f), 12.06(b), (c), shall apply, as well as the following:

Subject to the following conditions, the Employer will grant leave of absence without pay to a maximum duration of seventeen (17) calendar weeks to a pregnant employee at her request in writing.

- (a) Such employee must have at least thirteen (13) weeks service.
- (b) The Employer may require medical verification prior to such leave of absence and also that she is physically able to resume her normal duties upon her return.
- (c) Such leave may normally commence up to seventeen (17) weeks prior to the expected date of delivery.
- (d) The Employer shall advise in writing the employee, who having completed their probationary period, that if she desires coverage to be continuous, the employee shall prepay premiums for applicable deductions and benefits for the duration of such leave prior to proceeding on such leave.
- (e) An employee (male or female) who has thirteen (13) weeks service shall be granted parental leave of absence. Employees who take pregnancy leave are entitled to a maximum of thirty-five (35) weeks' parental leave and employees who do not take pregnancy leave and all other new parents are entitled to a maximum of thirty-seven (37) weeks' parental leave without pay and without loss of seniority, to attend to the needs of his/her child. Employees who take pregnancy leave must begin their parental leave immediately after the pregnancy ends. All other parents must begin their parental leave no later than fifty-two (52) weeks after the birth or adoption of the child. This request must be made in writing to the employee's immediate Supervisor at least two (2) weeks prior to the expected departure/return date. The Employer will grant pregnancy leave and/or parental leave in accordance with the Employment Standards Act.

ARTICLE 15 HOURS OF WORK

All provisions of Article 15 shall apply except in clause 15.01(a) thirty-seven and one-half (37-1/2) hours would be up to 24 hours per week.

ARTICLE 18 MEDICAL COVERAGE

An employee may pay the premiums on a prorated basis determined by regular part time hours as a percentage of regular full time hours for Great-West Life Hospital (semi-private) and Great-West Life Healthcare (including Global Medical Assistance) with deductibles of **\$25.00** and **\$30.00** for single and family coverage, respectively, excepting prescription drugs, which are provided by Shared Health Network System. Such payment is to be by way of payroll deductions.

Shared Health Network System for prescription drugs, subject to a deductible of \$1.00 per prescription.

ARTICLE 19 SICK LEAVE

- (a) After completion of the probationary period, and at the beginning of each fiscal year the personal sick leave grant to which a part-time employee is entitled under this plan shall be a maximum of three (3) days at 100% normal pay. There shall be no accumulation.
- (b) Absence of employees due to personal illness shall be reported to the Supervisor or his/her designate, within one (1) hour of the start of the shift on the first day of absence. The report shall indicate an estimate of the length of absence.
- (c) The Supervisor will indicate whether or not a medical certificate will be required on return to work. If a designate takes the call, the Supervisor reserves the right to contact the employee to indicate whether or not a medical certificate will be required on return to work.
- (d) The employee shall regularly up-date the Supervisor as to the status ~~of~~ the illness. The Supervisor will advise the employee as to the frequency of such updates.

Under normal circumstances, a Doctor's certificate will only be required for absences greater than three (3) days. However, in cases of repeated illness, the Supervisor may request a certificate for each absence due to personal illness.

ARTICLE 20 VACATION

- (a) An employee shall be entitled to 4% vacation pay up until he has completed two (2) years of continuous service (i.e. in the 3rd year).
- (b) An employee shall be entitled to 6% vacation pay up until he has completed eight (8) years of continuous service (i.e. in the 9th year).
- (c) An employee shall be entitled to 8% vacation pay up until he has completed eighteen (18) years of continuous service (i.e. in the 19th year).
- (d) An employee shall be entitled to 10% vacation pay up until he has completed twenty-eight (28) years of continuous service (i.e. in the 29th year).
- (e) An employee shall be entitled to 12% vacation pay thereafter.

For the purpose of this clause, **1,950** paid hours shall equal one year of service.

ARTICLE 21 PAID HOLIDAYS

Provisions of Articles **21.01** and **21.02** shall apply. An employee shall not be paid for a Statutory Holiday if he/she is unjustifiably absent (see Article **19**) from work on the normal working day preceding or the normal working day following the holiday.

ARTICLE 24 PAY RATES AND CLASSIFICATIONS

This Article shall apply with the addition that pay rates shown in the schedule, Article 24, Pay Rates and Classifications, shall be calculated per hour, based on a thirty-seven and one-half (37-1/2) hour week.

ARTICLE 25 JOB EVALUATION

Provisions of Articles **25.01** and **25.02** shall apply.

ARTICLE 28 GROUP LIFE INSURANCE

The Employer agrees to pay premiums for employee Life Insurance in the amount of \$10,000.

1. LETTER OF INTENT RE: FLOATING HOLIDAY

This letter will serve to confirm our understanding reached during negotiations that:

Where there is a day adjacent to a listed paid holiday, which if declared a "floating holiday" would be advantageous to both parties, the issue would be discussed at an Employer/Union Conference not later than November 15th.

Any decision reached would be explored with the Membership prior to January 1st in order to determine whether it may be declared a paid holiday replacing one of the floating holidays.

2. LETTER OF INTENT RE: JOB CLASSIFICATION

This letter will serve to confirm our understanding reached during negotiations that:

If an individual is expected to perform and is satisfactorily performing the duties of a classification (P.D.) on a regular basis, he shall be entitled to that classification; i.e. in such a situation, the individual's education and/or experience shall not be a factor in determining whether or not he is performing the duties of a job classification or P.D. and is, therefore, entitled to that classification. The fact that an individual is not carrying out all of the duties specified on a P.D. shall not reduce his eligibility for the classification in question so long as his duties primarily consist of duties specified on the P.D.

3. LETTER OF INTENT RE: TESTS

This letter will serve to confirm our understanding reached during negotiations that:

The Union shall offer written input into the subject of tests as administered by CSA in connection with the selection of the candidates for available positions.

The Employer shall consider the Union's proposals and shall meet with a Representative Committee of no more than two (2) members of the Union to offer comment in reply.

4. LETTER OF INTENT RE: BONUSES

When an employee demonstrates superior performance and contribution to CSA, his/her Supervision, both technical and administrative, may recommend the employee for a single payment bonus. Recommendations must be accompanied by relevant supporting information. Bonuses may be given to Union Members at the discretion of management, in recognition of meeting or exceeding specified goals; special achievements; or in recognition of performance above and beyond the norm level. Where bonuses are given, the names of the recipients and the rationale for giving the bonuses shall be published, for the information of other Union members.

All information sources shall be considered, including peer input, when determining who may qualify for bonuses.

Bonuses may be monetary or non-monetary, at the discretion of management.

The determination of eligible candidates shall normally be made in April and bonuses shall be paid in June. Bonuses may also be paid out at the time of recognition of the occurrence.

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5. LETTER OF INTENT RE: PERFORMANCE REVIEWS AND DECISION ANALYSIS SYSTEMS

It is understood the Employer **has** introduced Performance Reviews and Decision Analysis Systems. These systems have been introduced to provide consistent and fair reviews of employees' performance and to help in the analysis of job applicants.

The Employer will endeavour to keep the Union informed of any changes or problems encountered in the use of these systems. The Union may also bring forward any suggestions, problems or concerns regarding the above at an Employer/Union Conference.

6. LETTER OF INTENT RE: EMPLOYEE ASSISTANCE PROGRAM

The Employer will maintain an employee assistance program. The Employer and the Union acknowledge the value of the employee assistance program (EAP). The intent of this program is to provide supportive, professional, qualified and confidential Referring Counsellors, for all who choose to use their services.

7. LETTER OF INTENT RE: PENSION PLAN

1. Effective July 1, 2005 the plan text shall be amended to provide for a 3-year Best Average Earnings (BAE) formula (i.e., the best consecutive thirty-six months within the last 10 years).
2. The amendments as set out in 1 shall not result in an increase in employee contributions.
3. The following shall not constitute a pension plan amendment, however, for the duration of this Agreement, CSA will at least match employee contributions and use the pension surplus to increase benefits to members, or to offset market investment losses within the pension plan.

The application of excess surplus, as it is determined within Section 147.2 of the Income Tax Act and related Regulations, shall be a fit matter for the Pension Consultative Committee (Article 27) to discuss how such excess surplus can be applied so as to eliminate the excess surplus without increasing current service costs. Any application of excess surplus shall be by mutual agreement between CUPE and the Employer.

8. LETTER OF UNDERSTANDING RE: TECHNICAL CAREER FAMILY

It is understood and agreed that for the purposes of responding to shifting workloads and effectively utilizing special skills on a timely basis, there shall be free movement within the Technical Family, below grade 109. Movement under this agreement will not be a barrier to reclassification to grade 109.

Notwithstanding the above, employees whose jobs do not already require extensive travel will be given the option to decline an assignment to a position requiring extensive travel (e.g. to the amount of travel as required by a position such as Field Service Representative); positions will be posted in accordance with Article 11 in cases of increases in the number of technicians or vacancies created by retirements, terminations or transfers out of the Technical Family. In the event of a reduction of staff, Article 10.08 shall apply.

9. LETTER OF INTENT RE: SHORT TERM TEMPORARY EMPLOYEES

In order to preserve or maintain the service to our customers where the future is uncertain, the parties agree to the following:

1. The Employer may employ up to eight **(8)** external Short Term Employees at any one time, for periods not to exceed 1 year.
2. The Term position(s) shall be posted per Article 11. If an internal applicant is successful, he/she shall maintain all rights and benefits under the Collective Agreement.
3. At the end of the Term, the internal employee shall be returned to their original position or, if unavailable, to a similar position at the same rate of pay.
4. If there are no successful internal applicants, the Employer may fill the position from outside the Bargaining Unit.
5. Terms of Employment for employees hired from outside the Bargaining Unit shall be as follows:
 - (a) 1 year or less but more than 450 hours.
 - (b) Pay shall be at the applicable (posted) pay rate/classification.
 - (c) Until otherwise negotiated, these employees shall not be entitled to any rights or benefits under the Collective Agreement.
6. These employees shall not displace any Bargaining Unit Employees or otherwise pose a threat to Bargaining Unit Employee job security.
7. An employee who would otherwise be subject to layoff shall have the option of being transferred to a position held by a term employee retained under this Letter whose work they can perform, or can be trained in a reasonable time. Such employee shall assume the rate of pay assigned to the position posted under this letter. At the end of the term the employee shall be returned to their original position or, if unavailable, provided with notification of layoff in accordance with Article 10.

8. The Employer shall pay to the Union the equivalent of union dues for the term of employment for each Term employee.
9. These Term employees shall be reported to the Union per Article 3.02(a) of the Collective Agreement.
10. Article 1 of the Collective Agreement continues to apply to Term employees in that they shall not be employed in any other job within the Bargaining Unit during their term.
11. If, at the end of the Term, the position is found to be Full Time, it shall be posted as per Article 11 of the Collective Agreement.

In all situations where employing a Term employee under the terms of this Letter, it will be discussed with the Union.

10. LETTER OF INTENT RE: DISCIPLINARY WARNINGS

This is to confirm that formal disciplinary warnings will be documented using the CSA memo format and that the "subject" will clearly state whether it is a written warning, suspension, etc. In accordance with Article 9, these letters will be placed in the Human Resources Employee file.

When management confirms a discussion with an employee, during which a verbal warning was given, this may also be confirmed in a memorandum. The memo will be marked "confirmation of verbal warning" and will not be placed in the Human Resources Employee file.

11. LETTER OF UNDERSTANDING RE: ARBITRATION

Without prejudice to the grievance procedure, the parties reaffirm their intention to resolve issues informally wherever practical.

If a grievance is filed and either party applies for expedited arbitration under section 46 of the Labour Relations Act. R.S.O. 1990 CL,2 as amended by 1991 c56 and by S.O. 1992 c21, the "time at which the grievance was first brought to the attention of the other party," will be the date that the grievance is first presented, in writing, as a grievance to the other party.

12. LETTER OF UNDERSTANDING RE: BUMPING BY DIVISION

The parties have agreed to the following protocol for exercising seniority in the event of a layoff in accordance with Article 10.08. In this letter the term Division shall refer to the existing work groups: Standards, Certification & Testing, Information Technology, Marketing & Communications and Finance & Business Services. Throughout the process the Employer will make available upon request the most current seniority list and copies of position descriptions (PDs). If the PD is recently updated and has not been evaluated by both parties it will be marked “for reference purposes”.

1. Within 3 business days of being given notice of layoff the employee will identify to their manager a list of junior employees they wish to “bump” in any Career Family within their own Division in preferential order (“bump requests”).
2. The laid off employee(s) may “bump” a more junior employee provided they are able to become competent to do the job after fifteen (15) business days of familiarization or training.
3. The employer will evaluate the “bump requests” and provide responses to those who submitted requests in an expeditious manner. The response will be in writing to the employee and copied to the union. In addition to the decision, it will include the general reason(s) why the “bump request” was denied.
4. Within 2 business days of being given notice of being “bumped” the employee will submit to their manager a list of positions they wish to “bump” in any Career Family within their own Division in preferential order.
5. The displaced employee(s) may also “bump” a more junior employee in any Career Family within the Division provided they are able to become competent to do the job after fifteen (15) days of familiarization or training.
6. The employer will evaluate the subsequent “bump requests” and provide responses to those who submitted bump requests in an expeditious manner. The response will be in writing to the employee copied to the union. In addition to the decision, it will include the general reason(s) why the “bump request” was denied,
7. If an employee is unable to bump within their Division they will proceed directly to layoff and be placed on the recall list.
8. Opportunities for recall shall be expanded to include any Career Family in all Divisions and be in accordance with current Article 10.09.
9. In the event an employee has posted to a job in a different Division and is subsequently affected by a layoff within three (3) months, such employee will be returned to their former position, provided the same position is still available and is held by a more junior employee. Any employee displaced in this manner will proceed directly to layoff and be placed on the recall list.

Job postings necessary to backfill a transfer of an employee to another Division shall include a note that puts applicants on notice that they may be “bumped” by the former incumbent during the initial three (3) months after selection. Under these circumstances they will not have access to “bumping” rights.

13. LETTER OF INTENT RE: MEDIATION

This is in regards to the Mediation provisions in Article 8 and its impact on time limits when processing a grievance to arbitration or expedited arbitration.

The intent of the process is to allow both parties to seek the advice of an independent third party in settling differences while all time limits progressing to arbitration are in abeyance. Accordingly, CSA and CUPE Local 967 undertake not to use the time period of the Mediation process as a bar to hearing the grievance on its merits at arbitration or expedited arbitration, following mediation.

Should it be necessary, in this regard, CSA will support CUPE Local 967's application to the Ministry of Labour requesting expedited arbitration. Likewise, CUPE Local 967 will support CSA in similar circumstances.

14. LETTER OF INTENT RE: MEDICAL COVERAGE

The Parties to this agreement will endeavor to make the Union Membership more aware of the efficient and effective use of current medical and dental plans.

15. LETTER OF INTENT RE: CAREER DEVELOPMENT TRAINING

The parties agree to meet during the term of this agreement to identify certificate college, university and other comparable formal courses of study which would be directly related to an employee's career progression and the business needs of CSA.

The parties also agree to discuss a cash achievement payment (taxable benefit) equivalent to the current reward and recognition system, which will recognize the successful completion of a recognized course and program of study.

CSA undertakes to develop an administrative process including advance approval, administration of the program and budget.

16. LETTER OF INTENT RE: LONG TERM DISABILITY VACANCIES

The parties have agreed that the Employer will not permanently replace any employee accepted to Long Term Disability until at least a period of one (1) year has passed from the date of qualification for the benefit.

17. LETTER OF INTENT RE: ANNUAL VACATION

The employer agrees to continue both the pre June 19, 1998 and the post June 19, 1998 vacation entitlement practices for the duration of this agreement as was presented and discussed at negotiations.

Vacation System for those hired before June 19, 1998

- Zero days of vacation in first fiscal year of employment. During first fiscal year employee earning vacation days to be taken in following fiscal year. Given credit for first month of employment if hired before the 15th of the month.
- Vacation allocated to employee first day of each fiscal year.
- Employee earns vacation based on number of months worked the previous fiscal year.
- If employee leaves CSA during fiscal year he is paid out any vacation owed (based on vacation earned the previous fiscal year to be taken that current fiscal year plus any vacation earned in the current fiscal year to be taken the following fiscal year).

Vacation System for those hired after June 19, 1998 and those hired July 1, 1997 from IAS

- Vacation taken during fiscal year earned.
- Vacation advanced to employee first day of each fiscal year.
- Employee earns vacation based on number of months worked during year, given credit for the month if hired before the 15th of the month.
- If employee leaves CSA during fiscal year he is paid out any vacation owed (based on accumulation) or he owes CSA vacation pay, which is deducted from the final pay.

18. LETTER OF INTENT RE: JOINT HEALTH AND SAFETY COMMITTEE

To facilitate the relocation of the 'Standards' Division of the Canadian Standards Association (the 'Standards' Division), to Spectrum Way the employer will establish a Joint Health and Safety Committee at the new location, in addition to the Joint Health and Safety Committee currently in place.

It is the intent of the Employer to appoint a minimum of four (4) management representatives to the Joint Health and Safety Committee at Rexdale Boulevard, and a minimum of two (2) management representatives to the Joint Health and Safety Committee at Spectrum Way.

Article 23 of the collective agreement will govern both Joint Health and Safety Committees.

19. LETTER OF INTENT RE: CLIENT SERVICES CENTRE WHICH MODIFIES ARTICLES 15, 16 & 17

In order to facilitate operations within the Client Services Centre (CSC) the parties agree to the following:

1. The positions within Appendix A which form the Client Services Centre shall be as follows:
 - a. Client Service Representative
 - b. Client Service Representative Level 1
 - c. Technical Service Representative
 - d. Workforce Management Administrator

It is understood that the positions listed in #1 above may be amended by mutual agreement of the parties.

2. The normal hours of work shall be seventy-five (**75**) hours in a two (2) week schedule.
3. Employees shall be entitled to a meal allowance when they have worked 3 1/4 hours in excess of their scheduled hours, not including time for meal breaks.
4. For purposes of overtime calculations, hours paid shall be considered as hours worked (sick time should not be considered hours worked). Hours worked in excess of daily scheduled hours, seventy-five (**75**) hours in a two (2) week schedule and paid holidays (including designated holidays) shall be paid at time and one-half. Overtime shall be only on an authorized basis and if not authorized by the employer, shall not be paid.
5. The hours and days of work of employees working in the Client Services Centre shall be subject to the Letter of Intent Re Client Service Centre Principles.

20. LETTER OF INTENT RE: CLIENT SERVICES CENTRE PRINCIPLES

The parties acknowledge that it is in the best interest of CSA to provide its customers with a constant level of service in the increasingly competitive marketplace. Within the Client Services Centre the parties agree to the following principles:

- Employer cannot require an employee to work more than six (**6**) consecutive shifts within a fourteen (**14**) day period.
- Schedule will be posted two (2) weeks in advance for a two (2) week duration.
- Maximum hours per day is twelve (**12**) hours.
- Minimum hours per day is four (**4**) hours for part-time employees.
- Minimum of **7.5** hours for full time employees.
- Employer will not schedule split shifts without the consent of the employee.
- Employees will be scheduled for a minimum of twenty-four (**24**) hours off at a time.
- Full time employees will be off at least two (**2**) in every four (**4**) weekends.
- Employees required to work on a paid holiday will receive premium pay and will receive either time off for the time worked or holiday pay.
- Requests for time off as per existing language.
- Vacation entitlement as per Article **20**.
- Sick time entitlement as per Article **19**.
- Employees will be required to work both fixed and rotating shifts.
- Shift rotation could be through numerous shifts configurations.
- Minimum time off when shifts **are** changed will be **16** hours.
- Employees will be allowed to exchange shifts if approved by the employer.
- Part-time employees will be scheduled up to forty-eight (**48**) hours within a fourteen (**14**) day period.
- Employees not scheduled to work on a public holiday and who qualify for holiday pay will be granted the option of holiday pay or a day off in lieu to be taken within sixty (**60**) days of the holiday.

The following provisions shall apply to employee numbers **2021, 2160, 2248, 2285, 2349, 2362, 2438, 2660, 2769, 9554, 10024, 10151:**

- Will not be required to work rotating shifts.
- Will be provided with the necessary training.
- Will be given the opportunity to choose their fixed schedule in accordance with their seniority. Prior to making their selection they will be provided with all information related to the hours of operation of the Client Service Centre.

21. LETTER OF INTENT RE: MODIFICATION OF ACCOUNTING PRINCIPLES REGARDING ARTICLE 18.03

This letter will serve to confirm our understanding reached during negotiations that;

Eligibility for non-pension retirement benefits per Article 18.03 for employees will be amended **as** follows:

Members are eligible for non-pension benefits with ten (10) years service after age forty-five (**45**) and retirement from Canadian Standards Association.

Employees employed prior to January 1, 2007 shall retain rights per Article 18.03.

22. LETTER OF INTENT RE: “HOT SKILLS” PREMIUM

The Employer and the Union both recognize that from time to time business and economic conditions create a “hot skills” situation wherein existing pay rates and schedules are insufficient for attraction and retention of certain key resources.

When such a situation arises the Employer will first review the details with the Union to define the difficulties encountered and discuss potential actions and solutions.

To obtain a measure of objectivity **an** external compensation organization will be engaged to conduct a market survey to assess wage and salary competitiveness. These findings will be presented to the Union and the Employer **as** recommendations.

The Union and the Employer will jointly agree on the amount and form of any “hot skills” premium, which would be paid to both incumbents on the identified job(s) and to new hires. It is understood that both the introduction and continuation of **any** “hot skills” premium will be by mutual agreement. This “hot skills” premium will be paid separately for hours worked and will not form any part of regular wages nor is part of any attendant employee benefits.

Any “hot skills” premium being paid will be reviewed jointly every six months to confirm the need for continuation.

23. LETTER OF INTENT RE: JOB EVALUATION SYSTEM

It is recognized to be in the mutual best interests of both parties to maintain an up-to-date job evaluation system **as** well as up-to-date position descriptions.

In this regard, the Joint Job Evaluation Committee, as defined in Article 25 will undertake a comprehensive review of the Stevenson Kellogg Ernst and Whinney job evaluation system in use with a view towards updating the existing system.

This review will be initiated when all position descriptions have been brought up to date in accordance with Article 25.03.

This comprehensive review will not be limited to but will include taking into account contemporary and emerging technologies as well as evolving workplace structures and workflow.

In addition the Joint Job Evaluation Committee will develop an agreed procedure to continuously maintain the job evaluation system **as** current as possible.

24. LETTER OF INTENT RE: BEREAVEMENT LEAVE

It is understood that from time to time it may not be practical to take all bereavement leave in consecutive order. Therefore, in extenuating circumstances, the Employer may approve non-consecutive leave days with the understanding that all leave will be taken within a six-month period following the death. Such requests shall not be unreasonably denied.

25. LETTER OF INTENT RE: UNFILLED POSTINGS

Notwithstanding Article 1.01 where a posting for Temporary or Short Term Temporary positions results in no bargaining unit employee having applied, Peakload personnel can be placed or selected to fill these requirements.