

10 Members
Ratification - Dec 1/92

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EFF.	93	01	01
TERM.	94	12	31
No. OF EMPLOYEES	9		
NOMBRE D'EMPLOYÉS	[Handwritten]		

COLLECTIVE AGREEMENT

Between

NORTHERN COMMUNICATION SERVICES LTD.

and

SERVICE EMPLOYEES UNION LOCAL 478

JANUARY 1, 1993 TO DECEMBER 31, 1994

2000 10 2000

09099(02)

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1	General Purpose	1
2	Recognition and Coverage.....	1
3	Gender.....	1
4	Relationship.....	2
5	Union Security.....	2
6	Management Functions.....	3
7	No Strike - No Lockout.....	4
8	Negotiating Committee.....	4
9	Representation.....	5
10	Grievance Procedure.....	5
11	Discharge Cases.....	7
12	Arbitration.....	7
13	Seniority.....	8
14	Hours of Work and Overtime.....	10
15	Paid Holidays	12
16	Premium Pay.....	13
17	Vacations.....	13
18	Wages.....	15
19	Leaves of Absence.....	15
20	Jury Duty and Attendance at Court.....	16
21	Maternity Leave.....	16
22	Union Leave of Absence.....	19
23	Job Posting and Vacancies.....	20
24	Benefits.....	21
25	Bereavement Leave.....	22
26	Health & Safety.....	23
27	Experience Pay.....	23
28	Termination.....	24
	Schedule "A"	25
	Appendix "A"	26

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Company and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION AND COVERAGE

- 2.01 All employees covered by the certification shall pay union dues as determined from time to time as a condition of employment. The Company shall deduct an amount equal to the regular monthly union dues from new employees in the month following the month in which they have completed their probationary period.

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees of Northern Communication Services Ltd., 96 Larch Street in Sudbury, Ontario, save and except supervisors, persons above the rank of supervisor, sales, office and warehouse personnel, equipment repair technicians persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.

Part-time employees will be considered full time when they have worked more than twenty-four hours per week in any twelve week span and will be subject to all the working conditions in the Collective Agreement.

- 2.02 It is understood and agreed that the Union will save the company harmless from any and all claims which may arise against it by any employee, or on behalf of any employee, for amounts deducted from wages as provided in this article.

ARTICLE 3 - GENDER

- 3.01 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so requires.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their respective representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 4.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other union activities on the premises of the Company, except as specifically permitted by this Agreement or in writing by the Employer.
- 4.03 The Employer and the Union agree that any employee covered by this Agreement may become a member of the Union if he so wishes to do so, or may refrain from becoming a member of the Union.
- 4.04 The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, colour, age, sex, nationality, ancestry, place of origin, union membership or union activity.

ARTICLE 5 - UNION SECURITY

- 5.01 It is mutually agreed that a Union Representative shall be given the opportunity of interviewing each new employee who is not a member of the Union once after completion of the probation period for the purpose of informing such employee of the existence of the Union in the Company and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Company's premises, in a room designated by the Company and the employees shall report to this room for interview, during the interview period. The Employer reserves the right to have a supervisor present at the Employer's option.

ARTICLE 6 - MANAGEMENT FUNCTIONS

6.01 The Union acknowledges that it is the exclusive **right of** the Employer to:

- a) maintain order, discipline, efficiency and quality **of** service. To determine the work schedules of all the Employees in the Bargaining Unit.
- b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for just cause provided that a claim of discriminatory classification, promotion, demotion, **or** transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject **of** a grievance and dealt with in accordance with the Grievance Procedure.
- c) establish and enforce rules and regulations to be observed by the Employees provided that they are not inconsistent with the provisions of this agreement. The Employer will furnish the Chief Steward copies of published Company rules **and** regulations prior to posting same on bulletin boards.
- d) generally manage and operate the Company, **in** all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, and the right to use improved or changed methods and equipment; and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Company's operation not otherwise specifically dealt with elsewhere in this Agreement.
- e) It is agreed that the Company may exercise any of the rights, powers, functions, or authorities which the Company had prior to the signing of this Agreement except those rights, powers, functions or authorities which are specifically abridged, modified or negated by this Agreement and only to the extent by which such **rights,** powers, functions or authorities are so abridged, modified or negated by this Agreement.

6.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and shall not exercise its rights to direct the working force in a discriminatory, inequitable or unfair manner.

ARTICLE 7 - NO STRIKE - NO LOCKOUT

- 7.01(a) During the term of this Agreement, the Company will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike or individual or collective action which will interfere with, or in any way impair the services of the Employer and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.
- (b) The definition of the terms "Lockout" and "Strike" as used in section (a) above shall be in accordance with the Labour Relations Act R.S.O., 1964, chapter 202, and amendments thereto.
- 7.02 The Employer agrees that no employee in the bargaining unit will be required to cross a lawful strike picket line or lawful lockout as defined by the Labour Relations Act of Ontario.
- 7.03 The Union agrees that any employee of the Company who **is** not in the bargaining unit will be allowed to freely cross a lawful picket line or lawful lockout of the bargaining unit as defined by the Labour Relations Act of Ontario without intimidation or harassment.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01(a) The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement or a New Agreement, and such Committee shall be comprised of the Chief Steward and one (1) other full time employee.
- (b) Members of the Negotiating Committee shall be paid their regular rate **for** all regular scheduled working hours lost due to attending negotiating meetings with the management up to and including conciliation.
- (c) The Employer shall share with the Union on an equal basis, the rental cost of the negotiation meeting rooms, which shall be arranged at a mutually agreed facility.
- (d) The Employer shall invoice the Union for reimbursement of wages paid according to article 8.01(b).

ARTICLE 9 - REPRESENTATION

- 9.01 The Employer will recognize two (2) stewards from amongst the bargaining unit employees, one of whom shall be designated Chief Steward.
- 9.02 The Employer will also recognize a grievance committee composed of a steward, any aggrieved employee, and the business representative of the Union if desired at any meeting with the Employer.
- 9.03 Employee members of such committees shall not **lose** pay for the time spent during regularly scheduled working hours, attending grievance meetings with management representatives.
- 9.04 The Union acknowledges that the Steward has his regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from his supervisor, such permission shall not be unreasonably withheld. The steward shall state his destination to his supervisor and shall report again to him at the time of his return to work.
- 9.05 In order to provide proper representation for employees, the Union will appoint a temporary steward to act in the place of any steward who is absent from work for a period of more than seven (7) days. The Union will inform the Employer of the name of the appointees.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 It is the mutual desire of the parties hereto that complaints of employees shall **be** adjusted as quickly as possible, and it is understood that an employee has not **a** grievance until he has first given his unit manager an opportunity to adjust his complaint. If an employee has a complaint he shall discuss it with his unit manager within five (5) working days after the circumstances giving rise to the complaint have originated or occurred and failing settlement it may then **be** taken **up** as a grievance within five (5) working days following advice of the manager's decision in the following manner and sequence.

STEP #1:

The employee, who may request the assistance of his steward, may present this alleged grievance to his immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance, and the remedy sought. The supervisor shall give his decision in writing within three (3) working days following the presentation of the grievance to him.

STEP #2:

Should the employee feel that his grievance has not been satisfactorily settled, the Employee, then a committee comprised of the employee, chief steward and a Union Representative will within seven (7) calendar days after the answer was received at step one, present the written grievance and reply to his Manager, who shall discuss the matter with such committee and give his decision in writing within fifteen (15) calendar days following the presentation of the grievance to him.

- 10.02 Failing a settlement under step #2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 12, and if no written request for arbitration is received within twelve (12) calendar days after decision in step #2 is given, **It** shall be deemed to have been settled.
- 10.03 Should the employee's immediate supervisor and his manager be one and the same person, then step one of this procedure may thereby be bypassed.
- 10.04 Any complaint or grievance arising directly between the Employer and the Union shall be originated under step #2 within fifteen (15) calendar days after the circumstances giving rise to the complaint have originated or occurred.
- 10.05 In all steps of the grievance procedure, where no written answer has been given within the time limit specified, the employee(s) concerned, the Union **or** the Employer as the **case** may be, **shall** be entitled to submit the grievance to the next step of the grievance procedure.
- 10.06 It **is** agreed that if the party filing the grievance does not process it from one step to the next, within the time limits stated, the grievance will be considered dropped by the party instituting the grievance.

10.07 It is agreed that where proper notices have been given that the absence of a steward at any meeting shall not in any way prejudice the disciplinary decision taken by the Employer.

ARTICLE 11 - DISCHARGE CASES

- 11.01 A claim by an employee that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step #2 within five (5) calendar days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- a) confirming the Employer's action in dismissing the employee.
 - b) reinstating the Employee without loss of seniority and with full compensation for time lost; or
 - c) by any other arrangement which may be deemed just and equitable.

ARTICLE 12 - ARBITRATION

- 12.01 Where a grievance is not settled under Article 10, either party may within thirty (30) days notify the other party in writing of its desire to submit the grievance to the arbitration procedure. Within five (5) days thereafter the other party shall appoint a nominee, provided however, that if such party fails to appoint a nominee as herein required the Ontario Labour Management Arbitration Commission shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of three (3) working days, they shall then request the Ontario Labour-Management Arbitration Commission to appoint an impartial chairman.
- 12.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance, nor who has, within a period of six (6) months preceding the date of his appointment been an agent, employee of the Employer or of the Union.
- 12.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

- 12.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions **of** this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 12.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairman will **be** final and binding upon the parties hereto and the employee or employees concerned.
- The parties agree that the Chairman shall have power to enter any premises where work is being done or has been done by the employees or in which the Employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him or it, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any such differences.
- 12.06 Each of the parties hereto will bear the fee and expense of the nominee appointed by it, and the parties will jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 12.07 The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

ARTICLE 13 - SENIORITY

- 13.01 A new employee will be considered on probation until he has completed ninety (90) days of work within any twelve (12) calendar months.
- 13.02 Upon completion of such probationary period, the employee's name shall **be** placed on the seniority list and credited with seniority from dates of employment. A revised copy of each seniority list shall be posted on the appropriate bulletin board and sent to the union in January and June of each year. Seniority shall be on a bargaining unit wide basis.
- 13.03 For the purpose of clarity, employees shall accrue seniority based on the employees date of hire.
- 13.04(a) If an employee is temporarily transferred to a higher rated job for a half of a shift or more, he/she shall receive the next highest rate for the new job group above his/her regular rate for the time so transferred.

- (b) In circumstances involving training and development **of** personnel, the Employer and the Union may mutually agree upon an extension of this period.

13.05 In all cases of lay-offs, recalls, promotions, other than appointments to positions outside the scope of the Bargaining Unit, the following factors shall be considered:

- (a) seniority;
- (b) skill, competence, efficiency, and ability.

Where factors in (b) above are relatively equal, factor (a) shall govern provided the employees have the qualifications to perform the work in question.

13.06 An employee shall lose all seniority an his employment shall be deemed to be terminated if he:

- (a) voluntarily leaves the employ of the Employer.
- (b) is discharged and is not reinstated through the grievance or arbitration procedure.
- (c) is laid off for a period of more than twelve (12) months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive days without notifying the Company of such absence and providing a reason satisfactory to the Company.
- (e) fails to return to work within seven (7) calendar days after being recalled from lay-off **by** notice sent by registered mail, unless an explanation satisfactory to the Employer is given by the employee.
- (f) fails to return to work upon termination of **an** authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may **be** granted.
- (g) is absent due to illness or disability or both, which absence continues more than two (2) years, except in Workers' Compensation Board Cases which shall be for a period of compensation or such time as the employee is certified by a medical doctor to be fit to return to work.

13.07 It shall be the duty of the employee to notify the Company promptly of any change in address. If an employee fails to do so, the Company will not be responsible for failure of a notice sent by registered mail to reach such employees.

ARTICLE 14 - HOURS OR WORK AND OVERTIME

14.01 The working day shall consist of eight (8) hours including the one-half hour paid meal period. The shifts will be established by management and whenever practical, the assignment of shifts will be made in order of seniority to the qualified employees available to do the work. The meal period shall be an uninterrupted period, except in the case of an emergency, at the mid way point of the shift. The work week shall consist of forty (40) working hours, with a two (2) week pay period.

14.02 It is expressly understood and agreed that the provisions of the article shall not be construed to be a guarantee or a limitation of the hours of work per day, per week, or otherwise, nor as a guarantee of working schedules.

14.03 Authorized work performed in excess of forty (40) hours in a week, or in excess of eight (8) hours in any day shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

14.04 The Employer shall give notice of overtime as far in advance as is practical. Overtime work shall be equitably distributed among those normally performing the work.

14.05 All employees will be allowed two (2) fifteen minute rest periods and shall be taken at a time and for such length of time (but not to exceed 15 minutes) as determined by the shift supervisor, when the work load is in the supervisors opinion at a level that would allow the employee to enjoy the rest period. Should the work load increase, the supervisor may recall the employee without regard to time spent. The employee shall not leave the work premises other than to use the washroom provided within the premises at any time except during the lunch break. If an employee wishes to leave the premises during the lunch break, she does so at her own risk and any injury she may sustain while outside company premises shall not be considered in relation to her employment with the Company.

- 14.06 Employees shall report for work at their scheduled regular starting time unless notified not to do so.
- 14.07 When an employee is required to and does work overtime beyond a eight (8) hour shift, he shall be provided with a five dollar (\$5.00) meal allowance by the Company. The employee must be personally responsible to have a meal delivered to the premises. The employee is not allowed to leave the building on company time. A rest period will be determined by the shift supervisor, meal allowance will be added to the following pay period.
- 14.08(a) Employees absent on approved leave, paid by the Employer or by the Workmen's Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.
- (b) Workers Compensation. In the case of an accident which will be compensated by Worker's Compensation Board, the Employer will pay the employee's full wages for the day of the accident.
- 14.09 The Company will make every reasonable effort to post the schedule two (2) weeks in advance. The Company may change the schedule because of absenteeism.
- 14.10 A change of scheduled working hours made by the Company with less than two (2) hours notice prior to start of shift which results in an employee's originally scheduled day off being changed will result in the payment of overtime at one and one-half (1½) times the employee's regular rate of pay for all hours worked by the employee on the day which he was originally scheduled off.
- 14.11 The Employer reserves the right to choose the employee the company feels is most suited to perform the necessary work. Employees may not refuse to work except in case of illness, for which the Company has the right to request proof of illness by way of a medical certificate.
- 14.12 Where an Employee has worked and accumulated approved overtime hours, such employee shall have the option of requesting payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (ie: where the applicable rate is time and one-half (1½), then time off shall be at one and one-half).

ARTICLE 15 - PAID HOLIDAYS

- 15.01 The recognized paid holidays without loss of pay for this agreement will be:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | |
- 15.02 Payment for such holidays shall be based on the Employee's regular hourly rate multiplied by the number of average hours worked per day in the last thirteen (13) weeks.
- 15.03 Employee preferences shall be considered before posting of schedules for any paid holiday, provided there is advance notice listing the preference. Supervisory decisions in this regard are final.
- 15.04 To qualify for paid holidays with pay as above, an employee must work his or her full regularly required shift immediately preceding, and his or her full regularly required shift immediately succeeding the holiday. An employee must have also worked twelve (12) shifts in the previous twenty-eight (28) calendar days calculated from the day preceding the holiday. In the event an employee is prevented from working the said shift immediately preceding and succeeding such holiday be reason of legitimate illness which can be substantiated to the Employer's satisfaction, such employee shall qualify for the paid holiday with pay. (It being further understood and agreed that no employee shall receive holiday pay by this means for more than one paid holiday during any one illness except for holidays over Christmas and New Year's in which case no employee shall receive pay for more than three (3) holidays).
- 15.05 If any of the above named holidays occur on an employee's regular scheduled day off, or during his or her vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof.
- 15.06 An employee required to work on any of the foregoing holidays shall be paid at time and one-half (1 1/2) his regular straight time rate of pay for time worked on such holiday in addition to any holiday pay to which he may be entitled or at the option of the Employer, the employee may be paid time and one-half (1 1/2) for time worked and a day off in lieu thereof, or a further option of the

Employer the employee may be paid his regular straight time rate plus a day and one-half (1 1/2) **off** in lieu thereof. Failure to report for work assigned on such holiday shall disqualify an employee for holiday pay.

ARTICLE 16 - PREMIUM PAY

- 16.01 Reporting Allowance - Employees reporting for work as usual on a working day, unless notified within two (2) hours of regular scheduled time, and for whom no work is available, shall be offered at least three (3) hours employment at the employee's current rate of wages, or will be paid three hours pay in lieu of work, at the Company's option.
- 16.02 Any Employee who is recalled to work within four (4) hours after having completed her regular scheduled shift and leaving the premises, shall receive a minimum of two (2) hours of work at the rate of time and one-half (1 1/2) the regular rate.
- 16.03 Employees who work on a night shift (that being any shift where the majority of hours is completed between 11:00 p.m. and 7:00 a.m.) shall receive a shift premium of one dollar (\$ 1.00) per hour worked. Employees who work on an afternoon shift, shall receive a shift premium of twenty-five cents (.25¢) per hour worked.

ARTICLE 17 - VACATIONS

- 17.01 Vacations with pay will be granted in accordance with the Employees length of service.
- 17.02 **All** Employees who have completed one year's service with the Company shall receive an annual vacation of two (2) weeks with pay at the rate of four percent (4%) of their gross earnings during the previous year.
- 17.03 Employees who have completed five (5) years but less than ten (10) years of service shall receive an annual vacation of three (3) weeks with pay at the rate of six percent (6%) of their gross annual earnings during the previous year.
- 17.04 All Employees who have completed ten (10) years or more of service shall receive an annual vacation of four (4) weeks with pay at the rate of eight percent (8%) of their gross earnings during the previous year.

17.05

Scheduling of Vacations - An employee, in the year he is engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year ending December 31st, up to a limit of ten (10) days of vacation with pay.

An employee's vacation may increase with completed years of service as per Table "A" (excluding year of engagement):

Table "A"

<u>Years of Service Completed</u>	<u>Weeks of Vacation</u>
1	2
5	3
10	4

An employee's vacation may not be placed back to back unless previously arranged and agreed upon by the Company.

Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided however, that such schedules shall be arranged as to cause, in the judgement of the Company, the least possible interference with efficient performance of the work.

17.06 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his date of separation, in accordance with paragraphs .02, .03, .04 above, whichever is applicable.

17.07 Approved Leave of Absence During Vacation. Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave when authentic documentation is received.

The portion of the Employee's vacation which is deemed to be sick leave under the above provision, will not be counted against the Employee's vacation credits.

ARTICLE 18 - WAGES

18.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedule "A" attached hereto.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 The Employer may, at his discretion grant leave of absence without pay and without accumulation of seniority or Company service to an Employee for personal reasons. All requests for such leaves of absence **will be** in writing.

19.02(a) Any person who has been granted a leave of absence shall on expiration of such leave return to a comparable position and rate of pay and his seniority and Company service shall not accumulate during such leave of absence.

(b) The Employer shall not contribute to the payment of fringe benefits past the end of the month in which the leave of absence began; however, if the Employee is enrolled in benefit plans he may arrange to prepay the entire premiums during his leave of absence to avoid the transfer out and in, subject to approval by the carrier of the benefit plan.

19.03 Education Leave

(a) Where Employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. **Books** and materials to **be** given to the employer on completion of the course.

(b) **If** required by the Employer, an Employee shall be entitled to leave of absence with pay and without loss of seniority or company service and benefits **to** write examinations to upgrade his or her employment qualifications.

ARTICLE 20 - JURY DUTY AND ATTENDANCE AT COURT

20.01 If an employee is required to serve as a juror or required to attend court of law as a Crown Witness, the Employer shall compensate him/her for time lost from work for such service at his/her regular rate of pay. In consideration of this the employee agrees to turn over to the Employer any monies paid to him/her for such service exclusive of mileage, accommodation and meal allowance.

The employee shall present proof of service and attendance and shall notify his/her immediate supervisor immediately upon his/her notification that he/she shall be required to attend court and shall report to work as soon as possible following his/her release from duty. It is understood that this applies only when actual time is required in the court or by the actual duties of a juror or witness.

ARTICLE 21 - MATERNITY LEAVE

On December 20, 1990, Bill 14 to amend the Employment Standards Act respecting pregnancy and parental leave, became law in Ontario. In addition to the 17-week pregnancy leave for mothers, the new law provides each working parent with 18 weeks of unpaid parental leave to care for newborn and newly adopted children.

An employee who is entitled to take a pregnancy or parental leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has in fact applied for or taken such leave.

All of the new provisions except the rights to accrual of seniority and continuation of benefits during pregnancy and parental leave are retroactive to an including November 18, 1990.

Special provisions concerning rights to leave applied during the transitional period November 18, 1990 to and including December 19, 1990.

Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

While an employee is on pregnancy or parental leave, the employer must continue to make employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that he

or she does not wish to continue to make the employee contributions (if any) to such plans.

The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.

The employer **is** not required to pay wages to an employee while he or she is on pregnancy or parental leave.

Pregnancy Leave

An employee is entitled to at least 17 weeks of unpaid leave **of** absence for pregnancy if she has been employed with her employer for at least 13 weeks preceding the estimated day of delivery.

The leave may be commenced up to 17 weeks before the expected date of delivery.

An employee who is entitled to the leave is required to give her employer two weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date **of** delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that she wished to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two week written notice before the earlier date. She may change to a later date by giving two weeks notice before the leave was to begin.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two weeks from that date to give the employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

A pregnancy leave will normally end 17 weeks after it begins but if the mother suffers a still-birth or miscarriage or the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six weeks after the date of the still-birth, miscarriage or birth or seventeen weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on a pregnancy leave for seventeen weeks but the child **has** not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, she must give her employer 4 weeks written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (**but** subject to the rules concerning the maximum length of leave), she must give the employer 4 weeks written notice before the date the leave was to end.

Parental Leave

An employee who is a parent of a child and has been employed with his or her employer for at least 13 weeks is entitled to an 18-week unpaid parental leave following the birth of the child or the coming of **the child** into a **parent's** custody, care and control for the first time. Both parents will be eligible to take a parental leave and each parent is eligible to take 18 weeks.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within 35 weeks after the birth or after the child first comes into the custody, care and control of a parent.

A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

An employee who is entitled to a parental leave is required to give the employer two weeks written notice prior to the commencement of the leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two weeks notice before the earlier date, or to a later date by giving two weeks notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from that date to give the employer written notice of his or her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, he or she must give the employer four weeks written notice of the date on which he or she intends to return.

If an employee wishes to change the date of return to work to a later date (**but** subject to the 18 week maximum length of leave) the employee must give the employer four weeks written notice before the date the leave was to end.

ARTICLE 22 - UNION LEAVE OF ABSENCE

- 22.01 It is agreed that the Employer will make every reasonable effort to grant leave of absence without pay to Employees for attending of Union seminars, conventions, negotiating planning sessions. Leave of absence shall be in accordance with the following principles and practices:
- (a) the Union undertakes that it will not **request** leave for more than one (1) Employee at any one time.
 - (b) no leave will be for a longer period than two (2) weeks at any one (1) time.
 - (c) the total leave for all Employees shall not exceed four (4) weeks in a calendar year. Upon written request the Employer will consider extending the total leave by one additional week in a calendar year.
- 22.02 It is understood and agreed that where such leave of absence is granted the Employer will continue to pay the Employee (s) for the period of the leave of absence and submit an account to the Union for the Employee (s) wages and benefits for such leave of absence. The Union agrees to pay this account within thirty (30) days of receipt.
- 22.03 The Union undertakes to give to the Employer as long a period of notice as possible and a minimum notice of three (3) weeks for such leave of absence.
- 22.04 Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall not accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence, subject to approval by the carrier of the benefit plan.

ARTICLE 23 - JOB POSTING AND VACANCIES

- 23.01 In the event that a new classification should be created during the life of this Agreement, the Union and the Company shall meet within ten (10) days for the purpose of establishing a proper classification and wage rate for this position relative to the Bargaining Unit.
- 23.02 Where a job vacancy occurs or a new position is created, notice shall be posted on bulletin boards, where all employees may see them and they shall remain posted for five (5) working days exclusive of Saturday, Sunday and designated holidays. Applicants may apply in writing to the Manager. A copy of the notice shall be sent to the union office. The notice shall set out a job description, classifications and wage rate.
- 23.03 In filling job vacancies, including promotions, transfers, and new positions, the job will be awarded within ten (10) working days of the posting to the successful applicant.
- 23.04 An employee shall be on the **job** on a probationary basis for a period not to exceed ninety (90) days. During this period she shall retain all seniority privileges and the benefits shall remain in effect. At any time during this probationary period, an employee has the right to request a return to her former position. In the event that the employees revert to their previous job, they shall maintain all rights and privileges of that previous job.
- 23.05 If an employee cannot perform to the satisfaction of the Employer, in the job to which he has been promoted or transferred, the Employer may within the first ninety (90) days that the employee is on the job, return the employee to his previous job. Other employees who may have been promoted, transferred or hired from outside the bargaining unit because of the promotion or transfer shall also, be returned to their former jobs or, if they have been hired from outside of the bargaining unit, laid off.
- 23.06 Training will be the responsibility of the Employer.
- 23.07 A copy of all job postings will be given to the Chief Steward.
- 23.08 When an employee transfers to a higher paid classification, he shall receive the wage rate in the salary range for the new classification which is higher than the rate he was receiving prior to his transfer and he shall progress within the new salary range in

accordance with his length of service in the new classification.

- 23.09 When an employee transfers to a lower paid classification, he shall receive the wage rate in the salary range for the new classification which is lower than the rate he was receiving prior to his transfer and he shall progress within the new salary range in accordance with his length of service in the new classification.
- 23.10 An employee who wishes to transfer from his present position or classification to a different position or classification in the bargaining unit, shall advise the Manager, in writing, of his request. The request for transfer will be considered when vacancies occur.
- 23.11 It is agreed that successful applicants of the job bidding procedure will not be permitted to apply for any other posted job vacancy for a period **of** three (3) months, unless mutually agreed by the Union and the employer.
- 23.12 Job descriptions shall be provided.
- 23.13 Temporary Transfers: An employee who is temporarily transferred ~~for~~ a period in excess of one-half (1/2) of one (1) shift, shall be paid his regular hourly rate **of** pay, or, the rate of pay for the classification to which he is transferred, whichever is the greater.

ARTICLE 24 - BENEFITS

- 24.01 The Company agrees to provide the following benefits;
- | | |
|---|---------------------------|
| a) Group Life Insurance | Premium 100% Company paid |
| b) Long Term Disability | Premium 100% Company paid |
| c) Healthguard | Premium 100% Company paid |
| d) Dental Plan | Premium 100% Company paid |
| e) Dependent Life | Premium 100% Company paid |
| f) Short Term Disability | Premium 100% Company paid |
| g) Accidental Death &
Dismemberment | Premium 100% Company paid |
| h) Vision Care (\$100/24mo) | Premium 100% Company paid |
| i) The Company will continue its existing pension plan. | |
| j) Sick Days: All employees having completed their probationary period, shall accumulate eight (8) sick days per year. If not used, the employees to receive 50% cashout of the unused portion on the expiry of the contract. (see appendix "A") | |
- 24.02 Benefit Eligibility

- (a) Employees shall be eligible for benefit coverage commencing the first of the month following the completion of their probationary period.
- (b) Eligibility for all benefits shall cease after an Employee has been off work due to illness or accident for a period of two (2) years. Eligibility shall also cease upon termination or lay-off.
- (c) An Employee on an authorized leave of absence may continue under the Health and Welfare plan by paying the total monthly cost to the Employer by the fifteenth day of each month if so arranged in advance with the Employer, and subject to approval by the carrier of the benefit plan.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 Should a death occur in the immediate family of an Employee covered by this Agreement who has completed his probationary period (immediate family being limited to father, mother, spouse, child, brother, sister, father-in-law, mother-in-law) he must request a leave of absence for bereavement and on such request shall be granted time off for the purpose of making arrangements for and attending the funeral providing such time off **shall** not exceed a total of three (3) consecutive calendar days either immediately following the date of the death or including the day of the death whichever is applicable. The Company agrees to make up the Employee's regular pay (computed at his straight time rate and excluding any premiums) for any such leave based on the number of hours the Employee would otherwise have worked during the period **of** three (3) days. The Company will make every reasonable effort to allow non paid bereavement leave upon request.

25.02 Where **an** Employee is unable due to distance of travel to attend the funeral of **a** member of his immediate family as defined in the Collective Agreement, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he would otherwise have been entitled on that day.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01 The parties desire to maintain high standards of safety and health in the plant and agree to co-operate in the continuing objective of eliminating safety and health hazards in order to prevent industrial injury and illness.
- 26.02 Health and Safety Disputes. No employee shall be required to work under conditions which are unsafe or unhealthy. An employee who reasonably believes that he is being required to work under conditions that are unsafe or unhealthy shall have the right to:
- (a) notify his immediate supervisor,
 - (b) relief from the job for so long as the unsafe or unhealthy conditions exist, and, at managements discretion, assignment to such other employment as may be available in the plant, provided however, that **no** employee other than communicating the facts relating to the safety of the job shall take any steps to prevent another employee from working on the job.
 - (c) refer the matter to the appropriate safety inspector to render a decision.
- 26.03 There shall be a Health and Safety Committee that shall meet once a month or as deemed necessary with a representation selected by Union and Management as per statute.

Article 27 Experience Pay

- 27.01 Experience Pay -An employee hire, with recent and related service, may at the time of hiring claim consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The employer shall then evaluate such experience during the probationary period. Where in the employer's opinion, such experience is relevant, the employee shall be slotted in that step **of** the wage progression consistent with one(1) year's service for every two (2) years experience in the classification, on completion of the employees probationary period. **It** is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement. It is further understood that this does not alter the accrual of seniority as set out in the collective agreement.



ARTICLE 28 - TERMINATION

28.01 This Agreement shall be in effect January 1st, 1993 and shall ~~continue automatically thereafter for periods of twenty-four (24) months unless either party notifies the other in writing not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.~~

28.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph, or any longer period which may be mutually agreed to.

Dated at St. Louis on the 12th day of May

FOR THE COMPANY:

[Signature]
Gayle P. [unclear]

FOR THE UNION:

[Signature]
[Signature]

SCHEDULE "A"

HOURLY WAGE RATES

	<u>0-12 Mo.</u>	<u>13-24 Mo.</u>	<u>25-36 Mo.</u>	<u>Over 37 Mo.</u>
January 1, 1993	\$ 6.68	\$ 7.98	\$ 8.34	\$ 9.02
January 1, 1994	\$ 6.81	\$ 8.14	\$ 8.50	\$ 9.20

Note: This reflects a 5% increase in year 1 and a 2% increase in year 2.

APPENDIX "A"

Sick Leave

Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled. When taken ill or incapacitated, the employee shall notify her supervisor **as** soon as possible or at least four (4) hours before her shift commences. The company reserves the right to request a medical certificate when an employee is using sick leave credits. If there is a charge for this from the Doctor, the company agrees to pay the charge. Sick leave credits accrue to an employee working a 40 hour work week, at the rate of 2/3 days (8 hours) per month. Any employee working less than a 40 hour work week will accumulate sick leave credits on a pro-rata basis. Any full or partial days accumulated and not taken during the term of this agreement will be paid out on the next appropriate pay, at a rate of 50% of the hourly wage on the date of the contract termination.