

COLLECTIVE AGREEMENT

By and Between:



GSC
GREEN SHIELD CANADA
(Hereinafter referred to as the “Company”)

And



AND ITS LOCALS 240 AND 673
(Hereinafter referred to as the “Union”)

March 1, 2018 to February 28, 2021

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ARTICLE 1 – RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining agent on behalf of the employees of the Company in the bargaining unit described as follows: all Office and Clerical employees employed by Green Shield Canada in its offices at Windsor, London, and Toronto, Ontario, Vancouver save and except Supervisors and persons above the rank of Supervisor; Confidential Secretaries to the President and Chief Executive Officer, Treasurer, and Sales Managers; Professional and Sales Representatives; Consultants; Engineers; Analysts; Administrative and Human Resource Assistants.

1.02 (a) An employee included in the bargaining unit shall not be transferred to a position excluded from the bargaining unit unless the employee concerned agrees to such transfer.

(b) The Company will prepare and supply the Union with a list of its Supervisors and those above the rank of Supervisor, every three (3) months in conjunction with the posting of the seniority list.

The names of the Human Resource Manager's designated representatives will be clearly indicated on the Management list. If there are any changes between postings, the Chairperson will be notified.

(c) If at some point in the future, a Green Shield operated and managed office is opened, the Company will recognize Unifor as the exclusive bargaining agent for those employees performing bargaining unit work.

It is agreed and understood, that all provisions of the Collective Agreement will apply to Local 673 Unifor.

ARTICLE 2 – RESERVATIONS TO MANAGEMENT

2.01 (a) The Union recognizes the right of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement, and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The Company also has the right to make and alter, from time to time, reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes in the rules and regulations affecting the bargaining unit employees will be discussed with the negotiating Committee before being put into effect.

(b) The Company agrees that it will not use its management rights for the purpose of limiting or restricting the rights of its bargaining unit employees herein expressly granted.

2.02 (a) Employees excluded from the bargaining unit shall not perform the regular work of employees covered by this Agreement except for the purposes of instruction, or when bargaining unit employees are not available.

(b) The Company agrees that they will not perform bargaining unit work to circumvent the necessity of hiring additional bargaining unit workers due to work volumes.

ARTICLE 3 – UNION SECURITY

- 3.01 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union effective the first of the month following the month in which they have worked forty (40) hours. An employee shall tender the initiation fees (If not already a member) upon completion of their probationary period. An employee who shall tender the initiation fees (if not already a member) and the periodic dues required as a condition of acquiring or retaining membership shall be deemed to meet this condition.
- 3.02 The Company will deduct from the first pay in each calendar month of all employees within the bargaining unit, the initiation fees, monthly dues and assessments of the National Union. The amount deducted shall be the sums as prescribed by the Union as per the Constitution and any further amendments thereto.
- 3.03 All sums deducted as above together with a record of those from whose pay deductions have been made and the amounts of such deductions shall be remitted monthly by the Company to the Financial Secretary of the Union. The remittance shall be by cheque. A copy of the record of the pay deductions will be given to the Chairperson.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 (a) The Company and the Union agree to abide by the terms and conditions set forth under the Ontario Human Rights Code 1981 and any future amendments thereto. The Company and the Union agree that there will be no discrimination with respect to any employee by reason of age, marital status, family status, sex, sexual orientation, race, creed, colour, ethnic origin, national origin, gender identity, gender expression, religious affiliation, disability, language, conviction for which a pardon has been granted.
- (b) There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not, on Company time (or premises), conduct or attempt to conduct Union activities except as herein expressly provided.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 The Company agrees that it will not cause or direct any lockout of its members during the term of this Agreement.
- 5.02 The Union agrees that there will be no strike or other collective action in the office which will stop or interfere with office operations and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this Agreement and to return to or resume work and perform their duties in the required manner.
- 5.03 Subject to the provisions of government regulations, in the event such a strike occurs, this Agreement may be terminated by the Company upon the notification of such termination to the Union by the Company.

ARTICLE 6 – REPRESENTATION

- 6.01 (a) The Company acknowledges the right of Unifor Local 240 to elect and/or appoint from the Union members of the Company, a Union Committee composed of three (3) members; one (1) member of the Committee should be designated as the Chairperson, one (1) member of the Committee shall be designated as the Vice Chairperson, one (1) member of the Committee shall be designated as the 1st Committeeperson. The Company will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of this Agreement. The Company will also recognize the said Committee as the Bargaining Committee, as well as the Chairperson of Local 673 in negotiations for the renewal of this Agreement.

The Company acknowledges that there will be four (4) alternate members of the Union Committee.

The Company acknowledges the right of Unifor Local 673 to elect from the Union members of the Company a Chairperson.

The Company will continue to provide the appropriate work space for the Chairperson, Vice Chairperson and Committeepersons of Local 240, to carry out Union business and provide a printer/scanner and standard office supplies. The Company agrees to provide the union Committee of each workplace with locking file cabinets to carry out their responsibilities. The Chairperson and Vice Chairperson of Local 240 will be provided a laptop with external access.

- (i) The Chairperson of Local 240's unit referred to in Article 6.01 (a) will be paid the highest hourly rate in the bargaining unit for 37.5 hours per week to tend to Union business including Local Union activities and required to work the day shift only.

The Vice Chairperson and any full-time Committeepersons of Local 240's unit referred to in Article 6.01 (a) will be paid at the second highest rate or their rate, whichever is greater for 37.5 hours per week to tend to Union business including Local Union activities and required to work the day shift only.

The Company will recognize a subsequent full-time Committeeperson when the membership exceeds 625 members.

The Chairperson of Local 673 will be paid for reasonable time to attend to matters within and affecting the unit.

- (ii) The Company will recognize Committeepersons and alternates to replace all full-time representatives in their absence due to vacation, sickness, bereavement, approved leave of absence or Union leave if greater than one day and shall be paid at the Vice Chairperson rate for all hours worked.
- (iii) The Union Committee of Local 240 will meet during working hours once a month for up to two (2) hours.
- (iv) The Union Committee of Local 240, including alternates, will meet during working hours quarterly for up to 90 minutes.
- (v) The Union Committee of Local 240 and Local 673 will meet with the Company (LMF) twice annually for up to two (2) hours.

- (vi) The Union Chairperson of Local 240 and JHSC members will meet one hour prior to JHSC meetings.
- (vii) An alternate Committeeperson shall be allowed to act whenever one of the regular Committeepersons are absent. The Company will recognize an alternate on any shift where no Union Committeeperson is scheduled.
- (b) The Chairperson or full-time Committeeperson (or designate in their absence) of each workplace shall be permitted to investigate appeals, including the investigation of the circumstances in connection with the original grievance as lodged as it pertains to their respective units.
- (c) Committeepersons will be allowed to consult with the Chairperson of the Union Committee regarding a grievance. If required, the Union Committee will be allowed to consult with the National Representative and/or the Local Union Representative on-site or off-site concerning Green Shield grievances without loss of pay.
- (d) A National Representative and/or local Union Representative may be present and participate in any meetings between the Union Committee and the Company.
- (e) The Union recognizes that members of the Union Committee that are not full-time in accordance with 6.01(a)(ii) have regular duties to perform in connection with their employment and such members will not leave their regular duties before obtaining permission from their Supervisor. In addition, the Union recognizes that all other members of the bargaining unit have regular duties to perform in connection with their employment, and such members will not leave their regular duties for the purpose of consulting with members of the Union Committee before obtaining permission of their Supervisor. Such permission shall not be unreasonably withheld and, in accordance with this understanding, the Company will compensate such members for time spent in processing grievances or complaints during working hours.
- (f) The Union agrees to supply the Company with the names of the Union Committee and to keep such list up to date at all times.
- (g) Permission will be granted for balloting on Company premises for election of the Union Committee and for local Union elections.
- (h) The Union and members of the Union shall not on Company time, conduct Union activities, except as in this Agreement expressly provided, nor shall Union meetings of any kind be held at any time on the Company's premises without the prior written consent of the Company.
- (i) The Company agrees to provide the Union with an opportunity to meet with new bargaining unit employees as part of the New Employee Orientation Process.

Furthermore, the Union will provide the Company with a section pertaining to the Union at Green Shield Canada which will be included in the New Employee Orientation Manual.
- (j) Each Chairperson will be supplied with written information regarding bargaining unit related statistics, lay-offs, discipline and discharge, and where the employee is in agreement, and with written consent medical information concerning STD, LTD, extended disability, Workers Compensation claims and bereavement. Any other information related

to the application of this Collective Agreement or bargaining unit employees will be provided to the Chairperson or designate upon request.

- (k) The parties agree to recognize that the Women's Advocate in the workplace will be a woman from the membership. The Union will appoint the advocate.

The advocate will meet with members as required, discuss problems with them and refer them to the appropriate agency when necessary. The Company agrees to provide the Women's Advocate accessibility for employee's to meet in private so that confidentiality can be maintained when they wish to meet with the Advocate.

The Company and the Union will develop appropriate communications to inform all employees about the advocacy role for the Women's Advocate.

The Company agrees to pay for lost time up to a total of five (5) days for the first year and up to three (3) days in each subsequent year for the Women's Advocate to attend scheduled courses. The Company will also pay registration fees plus travel and lodging to a maximum of \$150 per day.

The Union agrees that the activities of the Women's Advocate will be coordinated with those of the Company in relation to matters such as EFAP, wellness programs and the sexual or workplace harassment policy.

The Women's Advocate will be allowed up to a maximum of two (2) hours per week exclusive of an emergency, to address Women's Advocate issues.

ARTICLE 7 – CONFERENCES

- 7.01 Conferences between the Company representatives and the Committee for discussion of matters other than grievances, shall be called when agreed upon. Matters proposed to be discussed at any such conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party not less than twenty-four (24) hours before the time for which the conference is arranged. A National Representative and/or Local Union Representative may be present at such conference. Committeepersons will not lose pay while attending such conference if held in regular working hours.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 (a) If a grievance or dispute should arise between the Company and the Union, or between the Company and an employee or a group of employees with respect to the terms of this Agreement and its written supplements, such grievance or dispute shall be taken up in discussion between the Union member, and the Supervisor. If the resolution is not acceptable, the Union Representative and the Supervisor will discuss before a grievance is filed with Human Resources.
- (b) (i) No complaint or grievance will be considered which is not submitted to the immediate Supervisor under Step 1 within five (5) working days after becoming aware of the circumstances giving cause to the grievance.
- (ii) Retroactive monetary claims shall be limited to the sixty (60) day period prior to the date the grievance was first submitted in writing to the Company, with the exception of compensation errors.

- (c) Grievance regarding discharges or disciplinary layoffs must be filed within five (5) working days from the date of discharge or commencement date of the layoff.
- (d) (i) It is agreed that no grievance shall be valid unless appealed within the time limits established in each step of the grievance procedure.
 - (ii) Failure by the Company to meet the time limits established in each step will result in the Company conceding the grievance without precedence or prejudice.
 - (iii) The time limits set out in the Article may be extended in any step for an agreed period, by mutual Agreement of the Union and the Company.

8.02 Step 1:

Any employee or group of employees having a grievance shall first submit the grievance in writing to their immediate Supervisor through their appropriate Union representative. The Supervisor, in consultation with Human Resources, shall deal with the written grievance and render their decision therein in writing not later than the five (5) working days following the day upon which they received the written grievance.

If the decision of the Supervisor is not accepted, the employee may appeal, in writing, to the Human Resources Director through the Chairperson or designate of the Committee within three (3) working days after the delivery of the decision.

Step 2:

If the grievance is appealed to this step as provided above, it shall be placed upon an agenda for consideration at a mutually agreed upon meeting between representatives from the Company and the Union. The agenda, if any, shall be given to the Human Resources Director and a meeting held within five (5) working days after receipt of the agenda from the Union. The Company's decision shall be rendered to the Chairperson or designate in writing within five (5) working days of the meeting.

Step 3:

If the Company's decision is not satisfactory to the Union, the grievance may be appealed to an impartial umpire as provided for in the arbitration procedure defined in Article 9 of this Agreement, by serving written notice of appeal to the Human Resources Director through the Chairperson or designate of the Committee within thirty (30) working days of the Company's decision.

At meetings occurring during any step in Article 8.02, the Union may be represented by Local, Regional and/or National representatives. The Company shall be advised of such attendance prior to the date of the meeting.

- 8.03 In order to clarify this procedure, it is confirmed that upon consideration of a grievance at a conference between Management and the Committee, if the grievor so requests, they shall be entitled to be heard, provided that in the case of the group grievance, only one (1) of the group shall be so entitled.
- 8.04 For the purpose of the grievance procedure, the expression "working day" when used in this Agreement shall mean and include Monday to Friday inclusive (excluding holidays and vacations for any affected employee, Union or Company representative).
- 8.05 A policy grievance may be lodged by the Chairperson or Designate directly into Step Two to the Human Resources Director within five (5) working days after the occurrence or becoming

aware of the occurrence. The Human Resources Director shall review the grievance and render their decision within five (5) working days of receipt of the grievance. If the decision is not satisfactory to the Chairperson, they may then appeal the grievance to the umpire in accordance with Article 8.02 Step Three of the grievance procedure.

- 8.06 The Company will provide the Union with all appropriate information pertaining to a grievance or grievances unless such information is considered personal or confidential by the Company.

Only upon written authorization by the grievor will the Company release to the Union such information considered as personal or confidential.

ARTICLE 9 – ARBITRATION

- 9.01 (a) Failing settlement, within thirty (30) working days, either party may notify the other of its intention to submit the grievance to arbitration and shall nominate an arbitrator. If the two parties do not agree upon an arbitrator within five (5) days of the notice, either party may request the Minister of Labour for Ontario to appoint an arbitrator.
- (b) The arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. This shall not prevent them from setting aside or modifying a penalty which they considered to be unjust or unreasonable.
- (c) All decisions of the arbitrator arrived at in accordance with the provisions of this Agreement shall be final and binding upon the Company, the Union, and all persons concerned.

The expenses of the arbitrator shall be shared equally by the Company and the Union.

- (d) An employee or group of employees appearing before the arbitrator on the hearing of their appeal shall, if their grievance is sustained by the arbitrator, be paid by the Company at their regular rate for such time so expended by them at the hearing as may be certified by the arbitrator to have been reasonably necessary for the purpose of such hearing.
- (e) In the event of an appeal to an arbitrator under this Article, a full-time official or representative of the Union or of the National Union will, on request made to the Human Resource Director, be permitted to view the office operation which is to be the subject of review by the arbitrator in the hearing before them on such appeal.
- (f) The grievance procedure herein before prescribed shall apply to a grievance lodged by a group of employees, save that an appeal on a group grievance shall not be rejected on the ground of lack of signatures by the employees alleging the grievance.
- (g) The time limits set out in this Article may be extended for an agreed period, by mutual agreement of the Union and the Company.

ARTICLE 10 – SUSPENSION AND DISCHARGE

- 10.01 (a) A suspended employee or discharged person, their Committeeperson, and/or the Chairperson shall have the opportunity of meeting the Human Resource Manager/ designated representative before the employee leaves the premises. Written notice of suspension or discharge and reasons therefore will be given to the employee concerned or person discharged and a copy thereof shall be forwarded to the Chairperson. Said suspension or discharge shall be imposed within five (5) working days of the infraction, or

from the time the Company was aware of the infraction or from a completed investigation, whichever date is latest. If an investigation is necessary, the Union will be advised such investigation is on-going within the time limit.

- (b) If a suspended employee or discharged person wishes to present a grievance against their suspension or discharge, they shall, through their Committeeperson, present it to Management within five (5) scheduled working days after written notice to the employee of their suspension or discharge. Management shall render a decision to the Chairperson within five (5) working days of the submission. If the decision is unsatisfactory, a conference may be arranged between Management and the Committee, within five (5) working days, to appeal the suspension or discharge.

A National Representative and/or local Union Representative may be present at such conference.

Management shall render a decision to the Chairperson within five (5) working days of this conference. If this decision is unsatisfactory, the grievance may be submitted to arbitration as outlined in Article 9.

- (c) A grievance involving the suspension or discharge of an employee may be disposed of by the Company and the Committee, or by the arbitrator, by confirming the Company's decision to suspend or discharge the employee, or by reinstating the employee or discharged person with full seniority rights and compensation of lost earnings, or by any other arrangement which is just and equitable.
- (d) The procedure in this section equally shall apply to a grievance lodged by a group of employees.

ARTICLE 11 – ADMINISTRATION OF DISCIPLINE

- 11.01
- (a) When an employee is called to an interview by Human Resources / designated representative for the purpose of investigating alleged misconduct, the Chairperson and/or designated representative will be present at such meeting.
 - (b) If, following such investigation, such employee is suspended or given warning, they shall be given written notice of such suspension or warning and reasons therefore, with a copy to the Chairperson. Said discipline shall be imposed within five (5) working days of the infraction or from the time the Company was aware of the infraction or from the completed investigation, whichever date is latest. If an investigation is necessary, the Union will be advised such investigation is on-going within the time limit.
 - (c) If an employee is to be discharged, there must first be a meeting held with the Human Resource Manager, the employee concerned and the Chairperson. In the event that the employee refuses to attend the meeting, a written notice of discharge may be forwarded to the employee by means of registered mail, and a copy thereof shall be forwarded to the Chairperson.
 - (d) Where a documented verbal or a written warning has been given to an employee such warning shall remain against the record of the employee for a period of six (6) months of work.

When an employee has been suspended, such suspension shall remain against the record of the employee for a period of fifteen (15) months of work.

At the expiration of the time periods stated above, the disciplinary records and/or files shall not be used in any future disciplinary action, grievance or arbitration. The records and/or files will be returned to the employee, and the Chairperson will be notified of such action.

ARTICLE 12 – SENIORITY

- 12.01 (a) All new employees shall be considered on a probationary basis for the first four hundred and seventy-five (475) hours of work with the Company within any period of twelve (12) consecutive months. Employees shall be considered probationary employees until they have become eligible for the seniority list and probationary employees shall not have any seniority rights. Upon completing the probationary period, an employee shall be entitled to have their name placed on the seniority list and employees' names shall appear on the seniority list in the order of their respective dates of hiring. Effective March 1, 2011, all employees hired on the same day will be put into a lottery to determine their placement on the seniority list. The retention of probationary employees shall be at the discretion of the Company.
- (b) Fundamentally the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company, consistent with consideration of ability and qualifications.
- (c) The seniority of an employee shall be considered on an office-wide basis in respect to promotions, transfers, demotions, layoffs and in recalling employees from layoff, provided however, that the Company shall, in the event of a reduction of available work, retain at work the employees having the greatest amount of seniority, provided that these employees possess the ability and qualifications required by the Company to satisfactorily perform the work available and the employee is prepared to accept the status of the position, (i.e. full-time or part-time).
- (d) Notwithstanding their seniority status, the Chairperson and Vice Chairperson of the Committee shall be continued at work in a full-time position when bargaining unit work is available.

12.02 **Layoff and Recall**

When there is a reduction or a redundancy in the work force, the following procedure shall apply:

- (a) Agency, students and probationary employees, in that order, will be laid off first. In the case of a probationary employee, they will be laid off provided the remaining employees have the ability and qualifications to perform the available work.
- (b) Employees within the classification where the reduction/redundancy occurs will be laid off in inverse order of seniority. The employee affected by such reduction/redundancy may displace the most junior employee in any classification provided they have the ability and qualifications to perform the job. The employees will be provided a familiarization period if needed.

Those employees wishing to bump have twenty-four (24) hours to make their decision. If there happens to be vacant positions available in other classifications, they will be posted

prior to the commencement of the bumping procedure which may minimize employees being laid off and exercising their bumping rights.

Inability to displace another employee will result in layoff.

- (c) When there is an increase in the work force, laid-off employees including those who have exercised their seniority to bump into another classification, will be recalled according to seniority into their original classification for up to six (6) months. When there is an increase in the work force, laid off employees who are outside the facility will have recall rights into their classification for up to six (6) months. After such period, if there is an increase in workforce the laid off employee shall have recall rights according to Article 12.03 (e), provided they possess the ability and qualifications to perform the available work.

Should an employee exercise their right to post on a position under Article 13, their recall rights back to their former classification will be relinquished.

- (d) A list of employees to be laid-off will be made available to the Chairperson and the employees informed of layoff at least ten (10) working days prior to the layoff becoming effective, or alternately the Company will pay any employee laid-off two (2) week's salary in lieu of such notice provided the layoff is for more than five (5) working days.
- (e) An employee, while retained on the seniority list during layoff, accumulates seniority during such period.
- (f) Seniority lists shall be posted in the office by the Company on an office-wide basis, showing the employee's name, job classification and seniority date of each employee covered by this Agreement. It is incumbent on the employee to verify the accuracy of the seniority list.
- (g) The Company shall post revised seniority lists every three months or when requested. A copy of the seniority list as posted shall be supplied to each Committee member. The lists so supplied shall include the names of seniority employees then on layoff.
- (h) When a short term reduction within the department / classification is required, the following procedure will apply as long as the lower seniority people are capable of performing the required job functions:

The highest seniority employee and subsequent highest seniority employees will be offered the layoff. If such employees decline the layoff, the layoff procedure defined in Article 12.02 (a), (b), (c), (d), (e), (f) and (g) will apply.

If the employees in question accept the layoff, the following procedure will apply, not excluding Article 12.02 (c), (d), (e), (f) and (g):

A time frame for short term layoffs will be in thirty (30) calendar day increments. The Company has the right to recall an employee(s) at any time during the thirty (30) day incremental period(s).

If the layoff is expected to extend beyond the first thirty (30) calendar day period, the employee(s) currently on layoff will be informed about the extension on day twenty (20) at which time they must decide to return to work or remain on layoff for another thirty (30) calendar day period. This procedure will repeat itself for as long as the reduction in the workforce is required.

It is incumbent upon the employee(s) to keep the Company informed concerning where they can be contacted while on layoff.

12.03 **Loss of Seniority**

Employees shall lose their seniority for the following reasons only:

- (a) They quit.
- (b) They are discharged, and the discharge is not reversed through the grievance/arbitration procedure.
- (c) They fail to notify the Company when they are absent for three (3) or more consecutive working days and are unable to furnish a legitimate reason for such failure.
- (d) They fail to return to work within five consecutive working days after notification to do so to their address on record with the Company, unless they furnish legitimate reasons for such failure.
- (e) If an employee is not called upon to work for the Company for a period of twenty-four (24) months or for a period equal to their seniority at the date last worked, whichever is greater.
- (f) The Company will accept as satisfactory reason under (c) and (d) for absence up to ninety (90) days, an employee's conviction for an offence arising out of the operation of a motor vehicle or if they are held in custody pending disposition of any charges.
- (g) (i) If an employee on the seniority list is accepted to a permanent Management or Non-Union position excluded from the bargaining unit, their seniority will be frozen at the level accrued prior to leaving the bargaining unit. For a period of ninety (90) days, the employee may choose to return or be returned to their original position in the bargaining unit.

After the ninety (90) day period, if such seniority employee is laid off or transferred from their Non-Union position, they shall have the opportunity to post for a job that has not been filled through the job posting procedure, and/or layoff and recall procedure as a new employee but not subject to the probationary period and shall be entitled to their previously accrued union pension and accrued vacation based on the total years of service but not for selection purposes. Their new seniority date shall be their re-entry date into the bargaining unit.

- (ii) If an employee on the seniority list accepts a posting to a Temporary/Non-Union position excluded from the bargaining unit (excluding a Management position/Supervisor) their seniority will continue to accrue for a period of up to twenty-four (24) months.

During this period of time they will continue to pay Union dues based on their rate of pay for the position that they held prior to leaving the bargaining unit, they will continue to be members of the Union Pension Plan, the Union benefit plans and vacation entitlement. If this employee returns to the bargaining unit, within the timelines outlined above, they will return to the position that they held prior to leaving the bargaining unit. The position vacated will be posted in accordance with Article 13-Job Posting.

Such leave may be extended by mutual agreement of the parties. An employee not returning and accepting a permanent position will follow the ninety (90) day provisions above.

- (h) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave from the Human Resource Manager furnishing a legitimate reason for failing to return to work.
- (i) If the employee accepts permanent full-time employment while on leave of absence.

ARTICLE 13 – JOB POSTING

13.01 All bargaining unit jobs (excluding Assignment Pool) will be posted internally. No positions will be awarded to an external applicant unless there are no qualified internal employees that have applied. Posting of jobs within the bargaining unit shall be carried out in accordance with the following procedure.

- (a) When an opening occurs, a notice will be posted on the job posting voice message box and on the Intranet for two (2) consecutive working days, such job will be posted by 12:00 pm on a working day and remain posted until 12:00 pm two (2) working days later. Each notice of opening shall contain a proper description of the requirements of the posted position. Such opening will not be filled before the expiry of the two (2) day period.

If a job posting is not filled within six (6) months, the job posting will be expired and if required, it will need to be posted again. The Company will advise the Union of any expired postings.

- (b) (i) The employee having the greatest seniority will receive the position, provided that they have the necessary ability and qualifications to perform the work required. The successful applicant(s) shall be posted within three (3) working days on the Intranet for two (2) consecutive working days.
 - (ii) The Company assures the Union that the qualifications established for any job classification will be commensurate with the duties and responsibilities of that job classification.
 - (iii) The Company will discuss with the Union prior to posting a job, any qualifications of an existing job classification or qualification required for a new job classification. When the Union disagrees with the qualifications established by the Company for a job to be posted, the Union may lodge a grievance under Section 8.01 of the Collective Agreement.
 - (iv) In the event the qualifications for a position changed, the Company agrees that no incumbent who has satisfied the requirements of Section 13.01 (b) (i) and, who has the ability to perform the required duties, will be removed from their job because they lack the new qualifications required by the Company.
- (c) An employee who wishes to be considered as an applicant for any job posting which may occur during the time they are absent shall make their intentions known to Human Resources in writing prior to the absence.
 - (d) (i) Employees may also down-bid for posted positions provided they are prepared to accept the new classification and its accompanying salary range at the level of

seniority that they are currently at.

- (ii) Employees may also post laterally (same rate of pay) for bargaining unit positions.
 - (iii) Probationary employees will only be considered eligible for a posted job when no member of the bargaining unit has qualified or applied for the posted position and provided that the probationary employee has the ability and qualifications to satisfactorily perform the work required.
- (e) (i) As a result of any one permanent vacancy jobs will be posted sequentially to fill the positions vacated by the successful applicants. If the permanent posting is in the Contact Centre Services, the first vacant shift will be posted. If an existing Contact Centre Services Representative secures the position, all potential subsequent shifts in the Contact Centre Services will then be posted concurrently. All employees can apply for any shift within the Contact Centre Services with the understanding that a posting may not materialize. All acceptances will be based on seniority and by the actual vacated positions generated by the posting process.
- (ii) There will be no trial period for permanent positions and the employee will have no right to rescind the posting that is awarded to them.
 - (iii) Employees who post into a classification outside of Customer Contact Services or Claims Adjudicator – Claims Production Days/PM Shift, must remain in the position for a period of twelve (12) months from the date on which they move into the role (excluding part-time to full-time or full-time to part-time). In unique circumstances, the Union and the Company may mutually agree to allow the employee to post to a position before the twelve (12) month period has expired.
 - (iv) The Company will post duration unknown positions after two (2) years as permanent positions on the understanding that if the employee returns to their position the most junior employee in the classification will be bumped.
 - (v) No employee may secure a position from posting more than four (4) times during the term of the Collective Agreement, except as a result of changes in shift start times or posting from a full-time to part-time position or part-time to full-time position.
 - (vi) Anyone who is interested in an Assignment Pool position will make their intentions known to Human Resources and will be reassigned based on seniority at the first available vacancy.
 - (vii) All Coordinator positions will be backed up. The applicable department will be polled for interest and back-ups will be awarded by seniority. As it is not a formal posting, back-ups can rescind their interest.
 - (viii) The Company agrees to work with employees to accommodate extenuating circumstances where possible when the hours of work change as a result of job posting.

TEMPORARY POSTING LANGUAGE

- (f) An opening that is temporary in nature and is anticipated to be over one hundred and twenty (120) days in length will be posted as temporary, in accordance with the following process. All temporary job postings will be posted with the estimated start and finish dates of the posting if known. The employee having the greatest seniority will receive the

position provided that they have the necessary ability and qualifications to perform the work required when filling these vacancies.

- (i) If a temporary vacancy occurs in Claims Adjudicator – Claims Production PM Shift (excluding Coordinator) or the Contact Centre Services Representative (excluding Coordinator), the position will not be posted and will be absorbed by an employee in the Assignment Pool in accordance with Article 33.
- (ii) If a temporary vacancy occurs outside of the positions noted in (f)(i) above, the vacant position will be posted. The employee that secures this vacancy may post on another permanent position but may be required to fulfil the duration of their temporary position based on business needs.
- (iii) When the process in section (f) (ii) is complete, the opening that remains will be filled by an employee in the Assignment Pool, in accordance with (f)(i).

On the employee's return to work from temporary absence, they will be returned to their original section within the classification at the time of such leave, provided such position would have been available had the leave not been taken. Any other employees affected thereby will also be so returned to their former positions.

There will be no trial period for temporary postings.

An employee is not eligible to post for another temporary posting unless the start date of the second temporary posting is after the end date of their current temporary posting or assignment.

In the event such opening becomes permanent in nature, the job will be re-posted as a permanent opening and Article 13.01 will apply.

- (g) Agency employees will be used upon mutual agreement and will not be unreasonably denied for periods of less than ninety (90) days in the following areas: Accounting, Toronto Office Services, I.T. and Computer Operations' areas, and are to be subject to the provisions of Article 3.01.
- (h) All jobs vacated due to attrition of any kind must be posted, should the work still exist.
- (i) The Union agrees that it shall be the responsibility of the employee to keep the Company advised of any upgrading in the employee's qualifications and/or job skills.
- (j) Within the training period as defined on the job posting, an employee may be returned to their original position if they fail to meet the job requirements. The training period may be extended by mutual Agreement.
- (k) If an employee is made redundant and laid-off in any office, the Company will accept them as the successful applicant into a Union position in another office if the position was not filled in accordance with Article 13.01 - Job Posting and they meet the qualifications on the job posting. Their seniority will transfer with them.
- (l) If a job is posted in any office and not filled in accordance with Article 13.01 – Job Posting, the Company will accept an employee from any office who meets the qualifications on the job posting. Their seniority will transfer with them into the new office excluding layoff and recall in which case their transfer date will apply. Their

seniority can only be used to bump back to the office where they came from if their job is made redundant and they are laid-off in accordance with (k) above. They can use their seniority accumulated based on the transfer date when exercising their right to bump at the new office if their job is made redundant and they are laid-off. In the event the employee returns to their home office they would carry their total seniority with no restrictions to bumping.

- (m) The Company agrees to implement moves related to job postings within 120 days. The 120 day period will start after the finalization of the job posting process. The Union recognizes that in some situations this may not be possible and agrees to provide the Company with an extension to this time period, if the situation is justified.

ARTICLE 14 – TYPES OF LEAVE

14.01 Leave of Absence

- (a) An employee may apply for a leave of absence as set out in Article 14. A leave of absence shall be granted without loss of seniority and the Company will continue paying their benefits unless otherwise specified.

Leave of absence provisions as outlined in the Collective Agreement and in legislation, specifically the Employment Standards Act will be co-ordinated with the exception of all paid and unpaid bereavement time.

- (b) Any employee desiring a leave of absence shall make application to their Supervisor. All requests for leave of absence shall be made in writing and shall be dealt with by Human Resources. The decision of Human Resources with regard to any such request shall be rendered within seven (7) working days where possible, unless stipulated otherwise. Only those employees who have completed their probationary period will be qualified for a leave of absence unless they are entitled to such leave under the Employment Standards Act.

For Compassionate Leave, Family Medical Leave, Additional Leave or Domestic Leave, the employee shall submit their request directly to Human Resources.

- (c) Where such indefinite leave is granted the employee will give a two (2) week notice in writing of their intention to return to work.
- (d) The record of the disposition of any such applications shall be available for inspection by the Chairperson or designate.
- (e) It is understood that an employee taking such a leave will not be forced to forfeit a corresponding number of vacation and/or float days.

14.02 ESA Definition

- (a) This article will be applied with whichever provides the greater benefit; the Employment Standards Act 2000 or any future amendments thereto or in accordance with the provisions of this applicable article.
- (b) For the purposes of this Article, “coordination” shall be applied and mean that where an employee has an entitlement to the same leave of absence pursuant to the Collective Agreement and pursuant to the Employment Standards Act, 2000, the employee shall be entitled to such leave, and the leave taken pursuant to the Collective

Agreement or the ESA, shall also be counted against the total leave entitlement conferred by the other, with the exception of all paid and unpaid bereavement time. Nothing in this Collective Agreement shall prevent the Union from asserting pursuant to Section 5(2) of the ESA that the ESA and not the Collective Agreement applies where the ESA provides for an employee a greater benefit than does the Collective Agreement.

14.03 **Family Medical Leave**

An unpaid leave of absence will be granted for a period not to exceed twenty-eight (28) weeks for a serious medical condition/risk of death for immediate family. Weeks do not have to be taken consecutively.

14.04 **Compassionate Leave**

The Company will grant to any seniority employee, a leave of absence, without pay, for compassionate purposes, for a minimum of three (3) weeks and a maximum of eight (8) weeks in duration. However, Human Resources will consider leaves for a lesser period of time.

14.05 **Additional Leave**

The Company may consider a leave of absence without pay for personal and/or family related events that are unusual and extraordinary, and are not otherwise covered under the Collective Agreement or under the Employment Standards Act. The event must be unplanned and out of the employee's control and have the possibility of serious negative consequences if not responded to.

14.06 **Bereavement Leave**

- (a) A leave of absence for bereavement will be granted with pay up to a maximum of five (5) consecutive scheduled working days for a spouse (legal or common-law, including a same sex partner), child, step-child, parent, parent-in-law, step-parent, grandchild, daughter-in-law and son-in-law and (exclusive of Saturdays, Sundays, holidays and vacation).
- (b) A leave of absence for bereavement will be granted with pay for three (3) consecutive scheduled working days for grandparents, great-grandparents, grandparents of the current spouse, brothers, step-brothers, brothers-in-law, sisters, step-sisters and sisters-in-law.
- (c) In the case of death of aunts, uncles, great aunts, great uncles, nieces and nephews of the employee or the employee's spouse, the day of the funeral, if it is a normally scheduled working day will be granted without loss of pay, provided that the employee attends such funeral.
- (d) An unpaid leave of absence for one (1) day will be granted for an employee to attend the funeral for a friend or other person not covered in the Collective Agreement or Employment Standards Act. This leave will be allowed three (3) times in the term of the Agreement. (Employee's must be able to provide proof of attendance if required).
- (e) Employees will be entitled unpaid time to attend only the funeral service of a co-worker, co-worker's spouse or child limited by departmental staffing requirements.

- (f) In all cases, an additional day (or days) may be requested as an unpaid bereavement leave(s) of absence where not covered under Article 14 to a maximum of three (3) days in the lifetime of this Collective Agreement.
- (g) Vacation days scheduled for a period covered by such bereavement leave may be re-scheduled subject to the approval of Management and provided they do not interfere with scheduled vacations of other employees regardless of seniority.
- (h) An employee can use paid bereavement days to which they would otherwise be entitled to in accordance with this Article for use at a later date to attend and interment or equivalent service.

14.07 **Casual Leave**

- (a) The Company will continue its practice of paying seniority employees, for casual absences, when such absences are for justifiable and proper causes and are reasonable in amount. It is incumbent on the employee to reasonably establish that the absence was for a justifiable and proper cause.
- (b) For the purposes of ESA coordination, paid casual appointments of one hour or less will not be counted as ESA time. Paid casual appointments greater than one hour but less than 3.75 hours will be counted as one half (½) of an ESA day.

14.08 **Union Leave**

- (a) An employee with seniority elected or appointed to a full-time office within the Local Union the nature of the duties of which would require them to absent themselves from their employment with the Company will, upon their request in writing, be entitled to a leave of absence, with health and welfare benefits and continue to accrue pension credits in accordance with this Collective Agreement. Upon application in writing by each employee to the Company within thirty (30) days prior to the expiry of any such leave of absence, they shall be reemployed without loss of seniority. During such leave, employees will be on salary continuance, unless otherwise directed.
- (b) An employee with seniority elected or appointed to part-time office within the Local Union the nature of the duties of which would require them to absent themselves from their employment with the Company will, upon their request in writing, be entitled to a leave of absence, with health and welfare benefits and continue to accrue pension credits in accordance with this Collective Agreement. Union requests for such leave shall be made a minimum of ten (10) days before the requested leave begins. During such leave, employees will be on salary continuance, unless otherwise directed.
- (c) The Company will grant to two (2) employees two (2) an unpaid leaves of absence for Union activities for a period not to exceed fourteen (14) calendar days each, provided, however, that it shall be a condition precedent to the Company's granted leave of absence that the Union notifies the Company at least ten (10) days before such requested leave begins. The Company can give consideration to the need to meet departmental staffing requirements.

14.09 **Sick Leave**

- (a) The Company will continue its practice of paying employees for absences due to illness during the calendar year.

- (i) An employee with continuous service of one (1) year or over, as of January 1st, will be eligible for twenty (20) paid days sick leave. Employees with less than one (1) year of continuous service will be entitled to such pro-rated leave from date of hire, after the employee has achieved seniority up to a maximum of twenty (20) days.
 - (ii) If an employee is on an extended sick absence (more than 20 consecutive days) and they have not qualified for E.I. sick benefits, W.S.I.B., L.T.D. and/or compensation from any source relating to their illness, when calculating maximum sick leave entitlement in the subsequent calendar year, they will only be entitled to a number of pro-rated sick leave days for the full calendar months they were entitled to those benefits plus the full calendar months that they worked, in the previous year.
- (b) It is incumbent upon the employee to properly notify their Supervisor, (or equivalent), directly in the case of illness and time off. In the event the absence is longer than one day, the employee shall call in each morning unless the employee has previously stated the duration of convalescence.
- (c) Employees hired during the year will be entitled to such leave pro-rated from date of hire, after the employee has achieved seniority.
- (d) **Short Term Disability**
- (i) The Company will provide a Short Term Sick and Accident Plan through a carrier selected by the Company. The weekly benefit amount of this plan will be equal to sixty percent (60%) of the employee's gross pre-disability income. Any eligible benefit under this plan will be payable from the first day of hospitalization, first day of accident and eighth day of illness. This coverage will terminate on the date of the employees 70th birthday.
 - (ii) The Company will top-up this benefit (40%) for a period equal to any eligible unused sick days to a maximum of twenty (20) days. The number of days that the top-up is paid will be subtracted from eligible sick days, if the employee so chooses.
- (e) **Long Term Disability**
- The Company will provide a Long Term Disability (L.T.D.) Plan through a carrier selected by the Company. The benefit of this plan will be equal to sixty percent (60%) of the employee's pre-disability income. This amount will be adjusted annually to reflect any increase in the Consumer Price Index, but in no case will the increase be more than three percent (3%). The waiting period of this plan shall be one hundred and twenty days (120) during which time the employee would be eligible to apply for sick benefits under the S.T.D. Plan. This coverage will terminate on the date of the employees 65th birthday.
- (i) Dental expense coverage will be paid by the Company through the month following the month which the disability leave begins. Thereafter, the employee may continue dental coverage during the disability leave by paying the required contributions, but not beyond a period equal to the employee's seniority.
- (f) All Health and Welfare coverage as set out in Article 17 of this Agreement will be paid in full by the Company during any disability leave, but not beyond a period equal to the employee's seniority. Coverage may be extended beyond this period by remitting the monthly premiums to the Company on or before the 10th of each month for covered benefits.

- (g) During the period of time that they are waiting for their short term and long term disability payment from the carrier, the Company agrees to pay a cash advance to the employee as long as the employee signs the appropriate documentation committing to re-paying the cash advance to the Company.

14.10 **Pregnancy**

An unpaid leave of absence for any employee shall be granted for pregnancy leave up to seventeen (17) weeks according to the Employment Standards Act.

- (a) If the employee has been employed for less than thirteen (13) weeks they will not accrue seniority during such leave, and will not be eligible for the continuation of benefits.
- (b) The employee must request the leave in writing a minimum of two (2) weeks prior to taking the leave which indicates the duration of the leave. In the case of a pregnancy leave, the employee must also present certification from her physician which indicates her estimated date of delivery. If the employee wishes to return from the leave earlier than she originally indicated, she they must provide the Company with at least three (3) weeks written notice.
- (c) An employee with less than thirteen (13) weeks service will be granted a pregnancy leave, but she will not accrue seniority during such leave and will not be eligible for continuation of benefits during such leave.

14.11 **Parental/Adoption Leave**

An unpaid leave of absence for any employee shall be granted for parental and adoption reasons in accordance with the following conditions:

- (a) The Company will grant to any employee who is the parent of a child and who has been an employee for at least thirteen (13) weeks, an unpaid Parental Leave. The Parental Leave must commence within fifty-two (52) weeks after the birth of the child or after the child first comes into their custody, care and control. The employee will continue to accrue seniority during such leave and the Company will continue their benefits as outlined in the Employment Standards Act, effective September 4, 2001.
- (b) Birth mothers who take Pregnancy Leave are entitled to take up to sixty-one (61) weeks of Parental Leave, usually beginning right after their Pregnancy Leave ends. Birth mothers who do not take Pregnancy Leave, and all other new parents, can take up to sixty-three (63) weeks of Parental Leave.
- (c) An employee who is entitled to a Parental Leave must give the Company written notice at least two (2) weeks prior to the commencement of the leave which indicates the duration of the leave. If the employee wishes to return from the leave earlier than they originally indicated, they must give the Company at least three (3) weeks written notice.
- (d) An extension to Parental Leave will be granted without pay, up to one (1) year. The employee will continue to accrue seniority during this time. The employee will also have the option to pay for their health benefits during this time.

14.12 **Vacation Leave of Absence**

- (a) An unpaid leave of absence for the purpose of extended vacation will be granted for a minimum of one (1) day to a maximum of four (4) weeks.

- (b) A vacation leave of absence will be granted a maximum of four (4) times in the lifetime of this Agreement.
- (c) Vacation leaves of absence will be granted by seniority when submitted within five (5) working days after the respective vacation qualifier approvals (including any new vacation and banked overtime requests to date) have been confirmed, and communicated to employees. All vacation requests and banked overtime requests take precedent over these vacation leave of absences. Any subsequent vacation leave of absence(s) request with two (2) weeks advance notice to the Company will be granted on a first-come, first-served basis. The granting of any vacation leave of absence will be consistent with departmental requirements for staffing levels in accordance with Article 16.00 (h).

14.13 **Domestic/Sexual Violence Leave**

The Company agrees to recognize that persons sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

For that reason, the Company and the Union agree when there is adequate verification from a recognized professional (i.e. doctor, lawyer, counsellor, shelter worker), an employee who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.

An employee will be entitled to take up to fifteen (15) weeks unpaid time off of work to deal with domestic/sexual violence situations with adequate verification. Such employee will be entitled to ten (10) paid days per calendar year.

ARTICLE 15 – HOURS OF WORK & SHIFT PREMIUM

- 15.00 (a) The normal work week for each employee shall consist of thirty-seven (37) hours and shall be worked as follows; seven and one-half (7 ½) hours per day Monday through Thursday and seven (7) hours on Friday with the exception of Computer Operations.

There will be no use of a punch clock.

The Company will allow all employees to switch shifts, provided the switch occurs on the same calendar day and where the employees have the same training, classification and are bilingual where required. The employees must provide one (1) days' notice to the Supervisor. There must be a minimum of eight (8) hours between shifts if switching between the day and afternoon shifts.

(b) **Day Shift:**

Monday to Thursday
8:30 a.m. to 4:30 p.m.
½ hour lunch

Friday
8:30 a.m. to 4:30 p.m.
1 hour lunch

For those employees who work in the classifications of Contact Centre Services Representative and Claims Adjudicator – Production (Days), the Friday shift is as follows:

Friday
8:30 a.m. to 4:00 p.m.
½ hour lunch

Afternoon Shift:

Monday to Thursday
4:45 p.m. to 12:45 a.m.
½ hour lunch

Friday
4:45 p.m. to 12:15 a.m.
½ hour lunch

Expanded Hours:

Monday to Thursday
7:00 a.m. to 7:30 p.m.
½ hour lunch

Friday
7:00 a.m. to 7:30 p.m.
1 hour lunch

When the Company finds it necessary to go to expanded hours of operation, notice of a minimum of one month will be given to staff in the affected areas. Seniority people will be given preference as to hours of work. If, on a voluntary basis, departmental staffing requirements are not met, Management will fill the positions with low seniority employees from the areas.

On the day shift where a holiday falls on a Friday one (1) hour off for lunch shall be granted on the immediate preceding workday.

On the afternoon shift where a holiday falls on Friday the quitting time shall be 12:15 a.m. on the immediate preceding workday shift.

The Company will make every effort to keep employees on the regular 8:30 a.m. to 4:30 p.m. shift.

- (c) Employees employed on the afternoon shift or scheduled to work past 4:30 p.m. under the Expanded Hours or in the Contact Centre Services shall receive in addition to their base pay for the pay period, five percent (5%) additional compensation for all hours worked past 4:30 p.m. Employees employed on the third shift or scheduled to work prior to 8:30 a.m. under the Expanded Hours or in the Contact Centre Services shall receive, in addition to their base pay for the pay period, ten percent (10%) additional compensation for all hours worked prior to 8:30 a.m.
- (d) An employee must remain on the shift for which they are hired unless an opening occurs on a different shift in which case the employee may apply for such opening as set out in Article 13 of this Agreement.

Contact Centre Services

The following are the shifts as defined for the Contact Centre Services. However, if the need arises for the Company to implement any additional shifts, the Company will engage in discussions with the Union prior to its implementation.

Shift 1:

Monday to Thursday
7:30 a.m. to 3:30 p.m.
½ hour lunch

Friday
7:30 a.m. to 3:00 p.m.
½ hour lunch

Shift 2:

Monday to Thursday
8:30 a.m. to 4:30 p.m.
½ hour lunch

Friday
8:30 a.m. to 4:00 p.m.
½ hour lunch

Shift 3:

Monday to Thursday
9:00 a.m. to 5:00 p.m.
½ hour lunch

Friday
9:00 a.m. to 4:30 p.m.
½ hour lunch

Shift 4:

Monday to Thursday
9:30 a.m. to 5:30 p.m.
½ hour lunch

Friday
9:30 a.m. to 5:00 p.m.
½ hour lunch

Shift 5:

Monday to Thursday
10:00 a.m. to 6:00 p.m.
½ hour lunch

Friday
10:00 a.m. to 5:30 p.m.
½ hour lunch

Shift 6:

Monday to Thursday
11:00 a.m. to 7:00 p.m.
½ hour lunch

Friday
11:00 a.m. to 6:30 p.m.
½ hour lunch

Shift 7:

Monday to Thursday
12: 30 p.m. to 8:30 p.m.
½ hour lunch

Friday
1:00 p.m. to 8:30 p.m.
½ hour lunch

Shift 8:

Monday to Friday
8:30 a.m. to 1:00 p.m.

Shift 9:

Monday to Friday
1:30 p.m. to 6:30 p.m.

Shift 10:

Monday to Friday
10:00 a.m. to 3:00 p.m.

Shift 11:

Flexible Full-Time

Shift 12:

Flexible Part-Time

In the event that operational requirements change within the Contact Centre Services the Union will be advised and the shift start and end times may be modified in increments of fifteen (15) minutes to a maximum of thirty (30) minutes. In the event that a shift is split into different start times seniority employees within the shift will be given preference as to their start time in seniority order.

Should shift start time requirements require change in excess of thirty (30) minutes the shift will be declared redundant and new shift start times will be posted department-wide. Employees will be provided appropriate notice of any change in the shift start and end time but in no event will notice be less than thirty (30) calendar days without agreement of the Union.

15.01 **Rotating Three Shifts**

(a) The normal work week for each employee that rotates three (3) shifts shall consist of thirty-seven (37) hours and all employees who are required to work three (3) shifts, will work on a rotating shift basis.

(b) The shifts will be as follows:

Day Shift

Monday to Thursday
8:00 a.m. to 4:00 p.m.
½ hour

Friday
8:00 a.m. to 4:00 p.m.
1 hour lunch

Afternoon Shift

Monday to Thursday
4:00 p.m. to 12:00 a.m.
½ hour lunch

Friday
4:00 p.m. to 12:00 a.m.
1 hour lunch

Night Shift

Monday to Thursday
12:00 a.m. to 8:00 a.m.
½ hour lunch

Friday
12:00 a.m. to 8:00 a.m.
1 hour lunch

(c) Employees working on the afternoon and night shifts shall receive, in addition to their base pay for the pay period, shift premium as per Article 15.00 (c).

(d) Shift premium will be included on all hours scheduled on the afternoon and night shifts on paid holidays.

15.02 **Continental Shifts**

All employees who work on the Continental Shift schedule will receive the following:

(a) The shift differential on all compensated hours is twenty percent (20%).

(b) All hours worked on any holiday as defined in Article 16.01 of the Collective Agreement shall be paid for at a rate of one times the base hourly rate, in addition to the holiday pay for the day plus a day off in lieu of the holiday. The lieu day will be paid on the pay period when taken at the equal number of hours that was worked on the holiday.

- (c) (i) If any holiday as defined in Article 16.01 of the Collective Agreement falls on an employee's regular scheduled day off, they will be given a day off in lieu of the holiday.
- (ii) When an employee moves off of continental shift they will have the option to receive a pay out for any unused lieu days.
- (d) Sick and vacation time provisions will be as defined in Articles 14.04 and 16.00 respectively of the Collective Agreement. The equivalents are as follows:

Regular Days	Equivalent Continental Shift Days
10	7
15	10
20	13
25	16
30	19

- (e) Bereavement leave will be granted as indicated in Article 14.02. One (1) regular day equals one (1) continental shift day. In the event of a one (1) day bereavement, if scheduled, the bereavement day will be recognized as the preceding night shift.
- (f) All hours worked beyond the regular scheduled hours will be paid at base time plus one-half (½) time premium.
- (g) The lunch break is one-half (½) hour in duration and is non-paid.
- (h) They will be granted three (3) fifteen (15) minute paid rest periods per day.
- (i) The starting time of the shifts and beginning day of the week are as follows:
 - (i) SHIFTS
 - Days - 7:30 a.m. to 7:30 p.m.
 - Nights - 7:30 p.m. to 7:30 a.m.
 - (ii) The work week shall begin at 7:31 p.m. on each Sunday.
- (j) Each employee who works on the continental shift schedule is required to work thirteen (13) shifts in a four (4) week period. They will change from day shift to night shift every four (4) weeks.
- (k) This Article applies to employees in the classification of Computer Operator. The Company can also operate a "Help Desk" area according to these terms if they decide that is necessary.
- (l) If Computer Operators are required to remain in the workplace when the rest of the employees are sent home with full compensation, the Computer Operators will be compensated with an additional half-time premium for the remainder of their time on their shift. If the Computer Operators are required to remain on-duty after their shift has ended, they will be compensated at double time wages until they leave.

15.03 Overtime

All overtime shall be voluntary, however, each employee will be expected to work their fair share of overtime within their department.

- (a) Subject to the provisions of Article 15.00, all hours worked in excess of seven and one-half (7½) hours Monday through Thursday, and seven (7) hours Friday, shall be paid for at the rate of one and one-half (½) times the employee's base hourly rate.
- (b) Subject to the provisions of Article 15.00, all hours worked on Saturdays shall be paid for at the rate of one and one-half (1½) times the employee's base hourly rate.
- (c) All hours worked on Sundays shall be paid for at the rate of two (2) times the employee's base hourly rate.
- (d) All hours worked on any holiday as defined in Article 16.01 of this Agreement shall be paid for at the rate of two (2) times the employee's base hourly rate, in addition to their holiday pay for the day.
- (e) The employee's base hourly rate shall be determined by dividing their normal two weeks' salary by seventy-four (74).
- (f) Cost-of-living will be paid on the overtime premium, with the Cost-of-Living payment.
- (g) When an employee is called to work outside of their regular shift, or scheduled overtime, they will receive a minimum of four (4) hours' pay. The rate of pay would be in accordance with the overtime provisions outlined above.
- (h) Employees will be eligible to bank overtime on a one (1) hour for one (1) hour basis, up to five (5) days per year which can be used for additional leave time in quarter (¼), half (½), and one (1) day increments, subject to departmental staffing and vacation maximums. Banked overtime cannot be carried over from one calendar year to another. Banked overtime that is not taken, will be paid out at one and one-half (1.5) times base rate.
- (i) An employee may bank overtime after thirty (30) minutes of overtime worked.
- (j) All unused banked overtime must be paid out upon transfer to a new department.

15.04 **Notice of Overtime:**

If overtime is necessary, an employee will be notified as follows:

- (a) Daily Overtime
Notified four hours prior to the termination of their shift.
- (b) Saturday Overtime
Notified prior to the termination of their normal preceding Thursday shift.
- (c) Sunday Overtime
Notified prior to the termination of their normal preceding Friday shift.
- (d) Holiday Overtime
Notified forty-eight (48) hours prior to the Holiday.

15.05 **Offering of Overtime**

The offering of overtime is as follows: to employees who have posted into or have been assigned to the department/classification (except students), if it is not covered it will then be offered bargaining unit wide to persons who possess the immediate skills required to perform

the work and lastly to students who possess the immediate skills required to perform the work.

Overtime and extra time shall be distributed equitably among the employees willing and able to perform the available overtime work. Changes to overtime practices will be by mutual agreement.

15.06 **Rest Periods**

All employees will be granted two (2) fifteen (15) minute rest periods per shift with the exception of Contact Centre Services. For employees scheduled to work 8:30 a.m. to 4:30 p.m., the first rest period will be taken between 10:00 a.m. and 10:45 a.m., the second to be taken between 2:30 p.m. and 3:15 p.m.

Should the Company have to operate on an expanded hours' basis, rest periods will be scheduled to fall between the midpoint of a person's start and lunch time in the morning and the midpoint between their lunch and finish time in the afternoon.

The rest periods for Contact Centre Services will be equal to one (1) fifteen (15) minute rest period in the morning and one (1) twenty (20) minute rest period in the afternoon.

Claims Adjudicators – Production will typically not be scheduled more than four (4) hours per day for the CCS phone queue. If they are required more than four (4) hours per day due to business needs, they will receive a twenty (20) minute rest period. If an employee works a full day on the phone queue they will receive a full day off of phones in the same week.

Employees on the afternoon shift will be granted two (2) fifteen (15) minute rest periods per shift.

The first to be taken between 6:15 p.m. and 6:45 p.m., the second to be taken between 10:45 p.m. and 11:15 p.m.

15.07 **Systems Releases**

All employees who are required to start work prior to their regular scheduled start time to do work that is required for a systems release will be paid one-half (½) time premium in addition to their base hourly rate for all hours that they work prior to their regular scheduled start time.

15.08 **Flex-Time**

The Company agrees to flex-time schedules in both Toronto Offices and certain departments in the Windsor Office. Attempts shall be made to accommodate the employee's needs, however, we will have to ensure that these accommodations do not negatively impact our customer service requirements.

- (a) Start times can range from 7:00 a.m. to 9:30 a.m. and end times range from 3:00 p.m. to 5:30 p.m.
- (b) Where flex-time is approved for an employee, the employee cannot change the hour's day to day, it must be consistent.
- (c) Seniority will be considered in the granting of flex-time.
- (d) Requests for changes by employees require a minimum of twenty-four (24) hours' notice and can be denied.

- (e) Performance expectations must be met.
- (f) Casual appointments are expected to be scheduled, if possible, around the normal working hours or as late in the day as possible.
- (g) Work obligations such as training or meetings which are scheduled outside of an employee's flex-time will be given priority. The employee(s) will be required to change their flex-time schedule to accommodate these obligations.
- (h) The Company can change an employee's flex-time schedule due to vacations, illness and departmental staffing requirements.
- (i) An employee's flex-time schedule can change if an employee with higher seniority joins the department or submits a new request for flex-time. In this case, if employee(s) are bumped out of their flex-time, a notice/adjustment period will be given to the employee(s) affected, but it will not be longer than eight (8) weeks.

15.09 In the event an employee is required to be on call, it shall be in accordance with Article 32.04 on a voluntary basis and shall be offered by seniority within the classification.

ARTICLE 16 – VACATION WITH PAY

- 16.00 (a) Vacation with pay will be granted in accordance with the following provisions:
- (i) An employee who has less than one (1) year of seniority as of January 1st shall be eligible for a paid vacation in accordance with the following:

<u>Full Calendar Months as of January 1st</u>	<u>Amount of Vacation Allowance With Pay</u>
11 months	10 days
10 months	9 days
9 months	8 days
8 months	7 days
7 months	6 days
6 months	5 days
5 months	4 days
4 months	3 days
3 months	2.5 days
2 months	2 days
1 month	1 day

- (ii) An employee with one (1) or more years of seniority as of January 1st shall be eligible for a paid vacation in accordance with the following:

Year of Seniority as of January 1st	Amount of Vacation Allowance With Pay
1 year but less than 3	2 weeks
3 years but less than 7	3 weeks
7 years but less than 13	4 weeks
13 years but less than 24	5 weeks
24 years but less than 35	6 weeks
35 years or more	7 weeks

- (b) The vacation period shall be from January 1st of a calendar year through the last day of December of the same calendar year.
- (c) Vacations are to be taken during the vacation period as defined above. There is no payment in lieu of vacation not taken, nor can vacations be carried over into another vacation period except as provided that when an employee quits, is discharged, or terminates their employment by reason of retirement, any unused portion of their vacation will be payable as set forth in Section 16.00 (f).
- However, if an employee is unable to take all of their vacation because they are off work, on an approved WSIB, STD or LTD claim, any unused portion of their vacation will be carried over into the following vacation period or will be payable as set forth in Section 16.00.
- (d) An employee who is entitled to a vacation with pay may, if they submit their request to the payroll department in writing not less than two (2) calendar weeks prior to the commencement of said vacation, be entitled to receive their pay for the vacation period prior to taking their vacation.
- (e) In order to be eligible for vacation allowance, an employee must have worked and/or received WSIB lost time, paid sick leave, (maximum 20 days), casual leave, bereavement leave, jury duty leave, holiday pay, or approved Union leave, pregnancy/adoption leave (a maximum of an amount equal to maternity/paternity leave provisions under the Employment Standards Act will be credited for this leave), for at least nine hundred (900) hours during the twelve (12) calendar months immediately prior to the applicable January 1st.

Where an employee has accumulated less than nine hundred (900) hours during such period as outlined above, they shall receive a pro-rata vacation based on the following:

Number of Hours Worked/Compensated	Percentage of Eligible Vacation Time & Pay
900 and over	100%
810 - 899	90%
720 - 809	80%
630 - 719	70%
540 - 629	60%
450 - 539	50%
360 - 449	40%
270 - 359	30%
180 - 269	20%
1-179	10%
0	0%

In the pro-rata calculation of eligible vacation, the vacation allowance shall be calculated to the nearest half-day.

- (f) Where an employee quits, retires, or is discharged they shall receive their vacation pay entitlement not taken from the prior year in accordance with the applicable charts in Article 16.
- (g) They will also receive prorated vacation pay earned in the current year, based on the number of full calendar months worked at their applicable vacation allowance level in accordance with 16.00 (a) (ii).
 - (i) Every effort will be made to provide an employee with their allowance at the time requested.
 - (ii) There will be a qualification date that will apply to all vacation and eligible PPHs being requested for January to December of the following year. All requests must be submitted no later than October 15th at 11:59 p.m.
 - (iii) Employees may book their paid time off during the qualifying period. All requests will be considered in seniority order and the results will be published on department time off calendars. During the approval process, if requested dates become unavailable based on department allotments, the employee being denied will be asked for an alternative choice prior to moving to the next person in seniority order. Management will review and approve vacation requests, including sorting out conflicts, by November 1st.
 - (iv) Vacation requests received after October 15th will be approved on a first come, first served basis based on availability.
 - (v) Five (5) business days after the vacation qualifier closes employees may request vacation leaves of absence for the following year. Requests for vacation leaves of absence will be granted in seniority order and posted in five (5) working days. Vacation requests received during the vacation leave of absence period will be held and approved on a first-come, first-served basis based on availability after the vacation leaves of absence requests are complete.

- (h) (i) Consistent with departmental requirements, senior employees in the department will be given preference when selecting vacation time. The vacation allotment allows one (1) person to be off for every four (4) employees and additional day of overlap for every person over the allotment. For the period of May 1st to September 15th, one (1) person will be allowed off for every three (3) employees subject to the guidelines regarding overlap and students (except in extraordinary circumstances, e.g. Company emergency or a major change in business volume or process).
- (ii) Where an extraordinary circumstance exists, the Company will notify the Union with the greatest advance notice possible and prior to the vacation qualifier dates (e.g. November 1st), and will meet with the Union to discuss measures that might be taken to preserve this expanded vacation allotment.
- (iii) When vacation is requested outside the qualifier period it will be approved on a first-come, first-served basis.
- (i) Vacation payments shall be made at the employee's straight time hourly rate, exclusive of shift and overtime premiums excluding Computer Operators.
- (j) When a laid-off employee has been paid vacation pay as per the Provincial requirements and is subsequently returned to work, such payment will be deducted for their eligible vacation payment or entitlement for the applicable period.
- (k) The Company will grant vacation, lieu, PPH and Heritage Day as follows: It was agreed that a maximum of two (2) days can be taken in increments of one-quarter ($\frac{1}{4}$) day. All other time must be taken in increments of no less than one-half ($\frac{1}{2}$) day. A half day vacation does not count as a full body.

The granting of one-quarter ($\frac{1}{4}$) days is not subject to the provisions of Article 16.00 (h). Preference will be given to time off requests of whole and one-half ($\frac{1}{2}$) days scheduled prior to the mandatory scheduling cut-off dates indicated in 16.00 (g) above. Two (2), one-half ($\frac{1}{2}$) days in the same classification may be taken, however the one-half ($\frac{1}{2}$) day must be morning and afternoon.
- (l) In all cases vacation pay entitlement will be in accordance with the ESA 2000, or as may be amended thereto, or the Collective Agreement whichever provides the greater benefit.

16.01 Paid Holidays

No employee covered by this Agreement shall have their salary reduced by reason of observance of the following holidays:

Holiday	1st Year Mar. 1, 2018 to Feb. 28, 2019	2nd Year Mar. 1, 2019 to Feb. 29, 2020	3rd Year Mar. 1, 2020 to Feb. 28, 2021
Good Friday	March 30	April 19	April 10
Easter Monday	April 2	April 22	April 13
Victoria Day	May 21	May 20	May 18
Canada Day	July 2	July 1	July 1
Civic Holiday	August 6	August 5	August 3
Labour Day	September 3	September 2	September 7
Thanksgiving Day	October 8	October 14	October 12
Christmas Shutdown	Dec. 24, 25, 26, 27, 28, 29*,30*, 31, Jan. 1	Dec. 24, 25, 26, 27, 28*, 29*, 30, 31, Jan. 1	Dec. 24, 25, 26*, 27*, 28, 29, 30, 31, Jan. 1
Heritage Day	Float	Float	Float
1) Personal Paid Holiday	Float	Float	Float
2) Personal Paid Holiday	Float	Float	Float
Employee's Birthday	Float	Float	Float
* these days only apply to the employees who are working on the Continental Shift Schedule			

provided they meet all of the following eligibility rules, unless otherwise provided herein:

- (a) The employee has completed four hundred and seventy-five (475) hours of work as of the date of the holiday, unless they are entitled to holiday pay in accordance with the Employment Standards Act.
- (b) The employee must have worked the last scheduled work day prior to, and the next scheduled work day after such holiday.
- (c) An otherwise eligible employee absent without excuse on both the scheduled working day prior to, and the next scheduled working day after a Christmas holiday period shall be ineligible for holiday pay for all of the holidays within the Christmas holiday period. An otherwise eligible employee absent without excuse on either the last scheduled working day prior to, or the next scheduled working day after a Christmas holiday period shall be ineligible for two (2) of the holidays for which they would otherwise be eligible in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

16.02 When one of the above defined holidays falls within an eligible employee's approved vacation period and they are absent from work during their regularly scheduled work week because of such vacation, they shall take an additional day off in recognition of the holiday subject to work schedules.

16.03 Employees with the necessary seniority who have been laid off in a reduction of the work force, or who have gone on sick leave, or an approved leave of absence during the work month in which the holiday falls, or who are recalled from lay-off or who returns to work from

sick leave, or approved leave of absence, following the holiday during the month in which the holiday falls, shall be eligible for pay for that holiday.

- 16.04 Employees eligible under these provisions shall receive one (1) day's pay at their regular straight time hourly rate exclusive of shift and overtime premium for each holiday defined above.
- 16.05 Absences on either the last scheduled working day prior to the holiday or the first scheduled working day after the holiday will be excused provided that the employee presents a reason satisfactory to the Company and further provided that the employee works at least part of the pay period in which the holiday falls except in the case of approved leave of absence, sick leave, or vacation. An employee scheduled to work on a holiday who fails to report and cannot show just cause for their absence shall be denied holiday pay.
- 16.06 Employees who work on any of the above defined holidays shall receive holiday pay under this section of the Agreement and in addition, will be paid in accordance with the hours of work and overtime section of this Agreement.
- 16.07 Employees who work on any of the above defined holidays during their probationary period, shall be paid in accordance with the hours of work and overtime section of this Agreement.
- 16.08 **Christmas Shutdown**
- (a) For the Christmas Shutdown period, as identified in 16.01, a minimum level of sixty percent (60%) of regular staffing in the following departments: Claims Adjudication – Production, Claims Dental Services, Claims Health Services, Contact Centre Services, Claims Preparation, Plan Sponsor Administration, Plan Sponsor Offering Services, Provider Services, HBM+, Accounting, and Administrative Services is to be maintained.
 - (b) A notice will be posted and the employees can volunteer to make a commitment to work the days indicated. The Company will attempt to achieve its minimum staffing levels on a voluntary basis, failing which we will achieve our minimum levels with the lowest seniority people who are able to provide the necessary service. Efforts will be made to provide cross-training where it is reasonable and appropriate to achieve the minimum staffing levels.
 - (c) For departments listed in 16.08 (a), which have Bilingual posted roles, the minimum level of sixty percent (60%) is to be maintained in both the English and Bilingual positions.
 - (d) When possible flex-time hours will be honoured during shutdown.
 - (e) The Company agrees to not include December 24th as a necessary date to provide these services.
 - (f) The employee will be given a choice to be compensated for all hours worked on any of the dates defined bellows as follows:
 - (i) The employee can be paid at the rate of one time their base hourly rate in addition to their holiday pay for the day plus they will be given a day off in lieu of the holiday; or
 - (ii) The employee can be paid at a rate of two times their base hourly rate in addition to their holiday pay for the day.

- (h) The applicable days of the Christmas Shutdown will be determined by September 1st of each respective year.
- (i) Employees will be offered the opportunity to work Christmas Shutdown. Those who fail to respond by the deadline provided, after receiving a reminder, will be deemed to be working the Christmas Shutdown and will be compensated according to (f) (ii) above.

16.09 **Easter Monday**

- (a) On Easter Monday, as defined in Article 16.01, minimum staffing level will be sixty percent (60%) in the Contact Centre Services and is to be maintained in both the English and Bilingual classifications during its normal hours of operation.
- (b) A notice will be posted and the employees can volunteer to make a commitment to work the days indicated. The Company will attempt to achieve its minimum staffing levels on a voluntary basis, failing which we will achieve our minimum levels with the lowest seniority people who are able to provide the necessary service.
- (c) The Part-Time Contact Centre Representatives will not be required to work more than four and one half (4½) hours unless they volunteer to do so. Any Part-Time Representative who volunteers to work a full shift (7½) will be compensated for a lieu day at seven and one half (7½) hours.
- (d) Employees who work on Easter Monday will be given a choice to be compensated for all hours worked as follows:
 - (i) The employee can be paid at the rate of one time their base hourly rate in addition to their holiday pay for the day plus they will be given a day off in lieu of the holiday; or
 - (ii) The employee can be paid at a rate of two times their base hourly rate in addition to their holiday pay for the day.

16.10 Any employee scheduled to work on a designated shutdown period or holiday excluding Computer Operators, shall be compensated according to 16.08 – (f) (i) or (ii).

ARTICLE 17 – HEALTH & WELFARE BENEFITS

- 17.00 The Company agrees to pay the full cost of the following health and welfare plans for all employees, their spouse (including a partner of the same sex), and their dependent children, beginning the first day of the calendar month following date of hiring or recall:
- (a) The Ontario Health Insurance Plan.
 - (b) Green Shield Health Care Plan for Semi-Private Hospital.
 - (c) The Green Shield Apoth A Care Plan, with mandatory product selection with a \$2.00 co-pay for all active bargaining unit employees and a \$.35 co-pay for all Union retirees. Effective July 1st, 2008 the Company will replace the Apoth A Care Plan with the Conditional Formulary for active and retired bargaining unit employees and include prescription drugs introduced on or after July 1st, 2008. The Conditional Formulary will continue with a \$2.00 co-pay for active bargaining unit employees and \$.35 for retired bargaining unit employees. The Company agrees to pay up to \$200 per year towards any fees associated with forms being completed for the Conditional Formulary.

(d) The Green Shield C.A.W. Extended Health Services Plan with:

- A vision benefit of \$450 every 24 months. An additional \$50 will be paid after 12 months if there is a change in the prescription
- Private Duty Nursing to an annual maximum of \$10,000 per benefit year
- Private Hospital Room Accommodation to an annual maximum of \$1,000 per benefit year
- The services of a Registered Clinical Psychologist, Social Worker, or Marriage Counsellor to a maximum of \$750 per benefit year
- The services of a Registered Chiropractor to a maximum of \$650 per benefit year.
- Emergency transportation to a maximum of \$300 per disability
- The Green Shield Hearing Aid H7 Plan, plus ear mold replacements. Digital hearing aids will be paid for up to the usual and customary fee for such devices
- The services of a Registered Masseur to an annual maximum of \$600 per benefit year
- The services of an Acupuncturist to an annual maximum of \$200 per benefit year
- The services of a licensed Speech Therapist to an annual maximum of \$300 per benefit year
- Nursing Home Benefit, plus Homes for the Aged that are provincially approved long term care facilities. Payment will be made upon proof of eligibility and of payment to an approved long term care facility up to the semi-private accommodation rate as approved by the province
- The usual and customary charge for an Obus form, and arch supports once every three years
- The services of a Registered Podiatrist, Osteopath, Chiropodist to an annual maximum of \$500 per benefit year, per specialist
- The services of a Naturopath to a maximum of \$250 per benefit year.
- Diabetic supplies, including glucometer/dextrometer and lancets.
- Ground ambulance
- One (1) eye exam, payable to the usual and customary fee, every two (2) years, if it is not covered by OHIP
- Lab and blood tests, if required to determine an illness
- Diagnostic tests/X-rays, if required to determine an illness
- Hearing tests
- Blood pressure monitors
- Wigs if required due to cancer, neurosurgery or alopecia
- Incontinence supplies

- (e) The Green Shield Deluxe Group Out-of-Province Hospital, Surgical and Medical Expense Benefit with repatriation. This plan is subject to a \$1,000,000 annual maximum.
- (f) The Company agrees to pay into a fund to provide a Legal Fee Assistance/Access Plan for all seniority employees. The rate of funding will be three cents (\$0.03) per compensated hour per employee. The fee schedule for services will be updated as follows: Consultation \$350, Will for employee \$300, for employee and spouse \$400 and Power of Attorney \$300 for employee and \$400 for the employee and spouse and the legal fees associated with the sale/purchase of real estate to a maximum of \$700 every three (3) years, Family Law \$300 and Adoption \$300.
- (g) The PPN will be introduced effective April 1st, 2018 under the agreed to terms and conditions.

17.01 The Company agrees to pay the full cost of the Green Shield Dental Plan 28 for all employees, their spouse / partner and their dependent children effective with the first day of the calendar month following the month in which they have completed the probationary period. This plan is subject to a \$4314 annual maximum effective March 1st, 2018 and will be adjusted annually by the ODA average percentage increase. It is also understood that the lifetime maximum for orthodontic care will be \$3250.

In addition to the Green Shield Dental Plan 28 the Company will cover pit and fissure sealants, athletic mouth guards (one (1) per year), porcelain veneers (restrictions currently in place) at 100% and dentures at 80%. In addition, dental implants will be covered up to the cost of a bridge and based on administrative guidelines with the exception that the Company will allow services / work done on teeth adjacent to dental implants. Payment for covered dental expenses will be based on the applicable percentage of the lesser of the dentist's usual charge, or the current year's applicable schedule of fees for general practitioners.

- 17.02 The Company agrees to provide an Employee & Family Assistance Program (E.F.A.P.) for all employees, their spouse/partner and their dependent children through a carrier selected by the Company.
- 17.03 The Company agrees to pay the full cost of premiums for the eligible employee only, for Life and Accidental Death and Dismemberment Insurance in the amount equivalent to one times their current annual salary. The amount of this coverage will be reduced in accordance with the group insurance policy for employees who continue to work beyond sixty-five (65) years of age. The Company agrees to pay the full cost of premiums for a retired employee only, for Life Insurance in the amount of \$10,000.
- 17.04 (a) Coverage under the above health and welfare plans shall cease on the last day of the calendar month in which the employee terminates their employment with, or is terminated by the Company.

(b) In the event an employee is placed on layoff, coverage under the above health and welfare plans as set out in Article 17.00, 17.01 and 17.02 and 17.03 will continue until the last day of the third calendar month immediately following the month in which the lay-off occurred. For those employees with more than three (3) years seniority, all benefits as set out in Article 17.00 will be continued on the basis of one month of coverage for every full year of seniority over three (3) years, up to a maximum of nine (9) months (twelve (12) months in total). Coverage may be extended beyond this, for a period equal to the

employee's seniority at the time of layoff, up to a maximum of twenty-four (24) months, by remitting the monthly premiums to the Company on or before the 10th day of each month for the covered benefits. At no time will an employee be permitted to continue benefits if they accept full-time employment while on layoff.

- (c) In the event an employee deceases, coverage under the above health and welfare plans, as set out in Article 17.00, 17.01 and 17.02 will be continued for the deceased employee's eligible dependents for a lesser of three (3) years or the ability to obtain coverage through other means. After three (3) years, dependants can opt to pay premium costs.

ARTICLE 18 – COST OF LIVING ALLOWANCE

18.00 In addition to the salary rates as set out in Article 22, each employee covered by this Agreement shall receive a Cost-of-Living Allowance as set forth in this section.

- (a) The Cost-of-Living Allowance shall be based on the increase or decrease in the Consumer Price Index as published by Statistics Canada (1992=100), or the equivalent.
- (b) The Cost-of-Living Allowance will be calculated on the basis of one (1) cent per hour, for all compensated hours, for each point zero, seven, four, seven (.0747) in the Consumer Price Index.

In no event will a decline in the Consumer Price Index cause a negative allowance or provide the basis for a reduction in the negotiated salary schedules.

- (c) The Cost-of-Living Allowance will be adjusted, either upwards or downwards, April 1983 and at quarterly intervals thereafter.
- (d) The Cost-of-Living Allowance will be paid bi-weekly. The C.O.L.A. amount paid bi-weekly will be adjusted quarterly by using the change in the CPI up to the end of the 2nd month in the past quarter to the end of the 2nd month in the previous quarter.

The adjusted cost of living allowance will be paid commencing with the first full payroll cycle following the adjustment date.

- (e) For the purposes of this Agreement, the term "all compensated hours" shall be deemed to include all hours for which the employee is remunerated by the Company (i.e. straight time hours, overtime hours and overtime premium hours, holiday hours, vacation hours, sick hours, bereavement hours, jury duty hours, etc.).
- (f) Effective March 1st, 2018, forty-eight cents (\$0.48) of the Cost-of-Living Allowance shall be incorporated into the basic salary rates.

ARTICLE 19 – JURY DUTY/COURT SUBPOENAED APPEARANCE

19.00 An employee who is called to and reports for jury duty, or is subpoenaed by the court as a witness and appears, shall be compensated by the Company for the difference between the amount paid by the court for such jury duty or witness appearance (exclusive of monies paid for mileage, meals, or other incidental expenses) and the amount they would have earned at their (normal) hourly rate for work scheduled by the Company.

Such compensations shall be payable only if the employee:

- (a) Gives the Company prior notice of such jury duty or subpoena call.
- (b) Presents proper evidence as to the jury duty or witness appearance performed.

ARTICLE 20 – BULLETIN BOARDS

20.00 The Company will provide a bulletin board for the joint use, located by the Company in its office for the posting of Union and Company notices. All notices to be posted must have the prior approval of the Human Resources.

ARTICLE 21 – HEALTH & SAFETY

21.00 Committee

- (a) The Company and the Union agree that a Joint Health & Safety Committee (JHSC) will deal with such safety problems which may arise on the Company premises. The Company, the Union and employees agree to abide by the Ontario Health and Safety Act.

The Union may at any time draw Safety hazards to the attention of this Committee. The Company will not require employees to work under conditions which are unsafe or injurious.

The JHSC will have equal representation from the Union and the Company (in no case less than four (4) Committee members) and will work cooperatively on health and safety issues.

The Co-Chairperson of the JHSC will be appointed by the Chairperson of the Union Committee.

JHSC has Terms of Reference which shall be reviewed annually.

Local 673 will have the required amount of representatives for their site as per the OHSA and follow the Terms of Reference outlined for Green Shield Canada workplaces.

Minutes will be signed by the Co-Chairs for all health and safety meetings and will be posted on the Intranet. Meetings will be held quarterly. Additional meetings will not be unreasonably denied if the need arises.

On the day of the quarterly meeting, the Co-Chairperson or Committee Member of the JHSC will have the time to tend to Health and Safety business. Additional Health and Safety time will not be unreasonably denied.

The Company will continue to provide a desk and computer in the Health & Safety office for the use of the JHSC.

- (b) Health and Safety Representatives from the Union and Management will:

- (i) Inspect the workplace on a monthly basis to recognize and identify workplace risks and develop recommendations to the Company to address these risks.
- (ii) Prepare for Committee meetings.
- (iii) Inspect newly installed equipment prior to start up for safety concerns and other matters that fall under the responsibility of Health and Safety.
- (iv) Inspect new work areas prior to employees occupying the area.
- (v) Accompany a Labour Inspector should they visit the premises.
- (vi) Be present at the beginning of any health and safety related testing in the workplace.
- (vii) Consult on ergonomic related issues.
- (viii) Proactively institute health and safety programs to prevent repetitive strain injuries.
- (ix) Participate in wellness programs and mental health initiatives.

Data to be Supplied to the Joint Health and Safety Committee:

Management has an obligation as per the Act to provide specific data to the JHSC. Any other information related to Health and Safety in relation to bargaining unit employees will be provided upon request.

Where Protective Equipment is of Concern the Company will:

All employees working in areas with machinery or who operate machines will be provided the option of protective hearing equipment and protective eyewear. In the event an area has protective equipment as a requirement, the Health and Safety act will be followed.

Sick Room

- (c) The Company agrees to provide proper rest room facilities and will post a notice on the Intranet which indicates the location of this room. The sick room will have a bed, first aid supplies, disposable blankets and pillows.

Training

- (d) A total of five (5) days per year will be allowed for the Health and Safety Committee members to attend approved Health and Safety courses. The Company will be responsible for associated costs, i.e. mileage, accommodations, meals and lost time. This is in addition to the time and cost of each member becoming certified.

The employer will continue its practice of providing annual training and/or refreshers as required for First-aid, CPR and Defibrillation training.

All Union Health and Safety Representatives will have certification training as outlined in the Occupational Health and Safety Act.

Their certification training and any other required training will be done by The Workers Health and Safety Centre or a provider as mutually agreed.

With mutual agreement, a member of the JHSC who is a certified instructor may be used to provide internal training.

Days to be Observed

- (e) The Company agrees to recognize April 28th, or when it falls on a weekend, the

immediate preceding workday as a day in support of the “National Day of Mourning”, and, as such, will have one minute of silence at 11:00 a.m.

- (f) The Company agrees to recognize December 6th, or when it falls on a weekend, the immediate preceding or following workday, as a day in support of the “Eradication of Violence Against Women”.

ARTICLE 22 – SALARIES

Classification and hourly rate schedule paid bi-weekly with accumulated seniority. As a result of these negotiations, the Company agrees to roll-in \$0.48 of the COLA into the base rate salaries. Also, the Company agrees to increase salaries as follows, subject to the progression wage schedule below:

March 1, 2018	\$0.25 per hour
March 1, 2019	\$0.25 per hour
March 1, 2020	\$0.25 per hour

The progression wage schedule is determined as follows:

Start	75% of 4 year rate
Seniority	80% of 4 year rate
1 Year	85% of 4 year rate
2 Year	90% of 4 year rate
3 Year	95% of 4 year rate
4 Year	100% of 4 year rate

(a)		Employees hired prior to Mar 1, 2017					
Classification	Eff. Date	Start	Seniority	1 Year	2 Year	3 Year	4 Year
Computer Operator Plan Sponsor Offering Administrator Coordinator, Contact Centre Services Special Authorization Processor Coordinator, Dental Services Coordinator, Health Services Coordinator, Claims Production	Mar 1, 2018	26.50	28.17	29.85	31.52	33.20	34.87
	Mar 1, 2019	26.69	28.37	30.06	31.75	33.44	35.12
	Mar 1, 2020	26.87	28.57	30.27	31.97	33.67	35.37
Accounting Section Leader	Mar 1, 2018	26.43	28.10	29.77	31.44	33.11	34.78
	Mar 1, 2019	26.62	28.30	29.98	31.66	33.35	35.03
	Mar 1, 2020	26.80	28.50	30.19	31.89	33.58	35.28
Coordinator, Plan Sponsor Administration Coordinator, Client Administration-HBM +	Mar 1, 2018	26.41	28.08	29.74	31.41	33.08	34.75
	Mar 1, 2019	26.59	28.28	29.96	31.64	33.32	35.00
	Mar 1, 2020	26.78	28.48	30.17	31.86	33.56	35.25
Drug Pricing Administrator	Mar 1, 2018	26.33	27.99	29.65	31.32	32.98	34.64
	Mar 1, 2019	26.51	28.19	29.87	31.54	33.22	34.89
	Mar 1, 2020	26.70	28.39	30.08	31.77	33.45	35.14
CCS Representative Claims Adjudicator - Dental Services Claims Adjudicator - Health Services Claims Adjudicator - Production Claims Adjudicator - Production PM Shift	Mar 1, 2018	26.24	27.90	29.55	31.21	32.87	34.52
	Mar 1, 2019	26.43	28.10	29.76	31.43	33.10	34.77
	Mar 1, 2020	26.61	28.30	29.98	31.66	33.34	35.02
Accountant	Mar 1, 2018	26.21	27.87	29.52	31.18	32.83	34.49
	Mar 1, 2019	26.40	28.07	29.73	31.40	33.07	34.74
	Mar 1, 2020	26.59	28.27	29.95	31.63	33.31	34.99
Coordinator, Provider Services Admin	Mar 1, 2018	26.13	27.78	29.43	31.07	32.72	34.38
	Mar 1, 2019	26.31	27.98	29.64	31.30	32.96	34.63
	Mar 1, 2020	26.50	28.18	29.86	31.52	33.20	34.88
Plan Sponsor Administrator Client Administrator - HBM+	Mar 1, 2018	26.07	27.72	29.36	31.01	32.65	34.30
	Mar 1, 2019	26.26	27.92	29.57	31.23	32.89	34.55
	Mar 1, 2020	26.44	28.12	29.79	31.46	33.13	34.80
Secretarial Clerk Office Service Administrator	Mar 1, 2018	25.99	27.63	29.28	30.92	32.56	34.20
	Mar 1, 2019	26.18	27.83	29.49	31.14	32.79	34.45
	Mar 1, 2020	26.37	28.03	29.70	31.37	33.03	34.70
Provider Services Administrator	Mar 1, 2018	25.87	27.50	29.13	30.76	32.39	34.03
	Mar 1, 2019	26.05	27.70	29.34	30.99	32.63	34.28
	Mar 1, 2020	26.24	27.90	29.56	31.21	32.87	34.53
Coordinator, Administrative Clerk Coordinator, Claims Preparation	Mar 1, 2018	25.52	27.13	28.73	30.34	31.95	33.56
	Mar 1, 2019	25.70	27.33	28.95	30.57	32.19	33.81
	Mar 1, 2020	25.89	27.53	29.16	30.79	32.43	34.06
Administrative Clerk Maintenance Clerk Claims Preparation Clerk	Mar 1, 2018	25.30	26.89	28.49	30.08	31.68	33.27
	Mar 1, 2019	25.49	27.09	28.70	30.31	31.91	33.52
	Mar 1, 2020	25.67	27.29	28.91	30.53	32.15	33.77

Employees hired between Mar 1, 2017 and Feb 28, 2018						Employees hired after Mar 1, 2018					
Start	Seniority	1 Year	2 Year	3 Year	4 Year	Start	Seniority	1 Year	2 Year	3 Year	4 Year
26.27	27.99	29.71	31.43	33.15	34.87	26.15	27.90	29.64	31.39	33.13	34.87
26.46	28.19	29.93	31.66	33.39	35.12	26.34	28.10	29.85	31.61	33.37	35.12
26.65	28.39	30.14	31.88	33.63	35.37	26.53	28.30	30.07	31.84	33.60	35.37
26.20	27.92	29.63	31.35	33.06	34.78	26.08	27.82	29.56	31.30	33.04	34.78
26.39	28.12	29.85	31.57	33.30	35.03	26.27	28.02	29.77	31.53	33.28	35.03
26.58	28.32	30.06	31.80	33.54	35.28	26.46	28.22	29.99	31.75	33.51	35.28
26.18	27.90	29.61	31.32	33.04	34.75	26.06	27.80	29.54	31.27	33.01	34.75
26.37	28.10	29.82	31.55	33.27	35.00	26.25	28.00	29.75	31.50	33.25	35.00
26.56	28.30	30.03	31.77	33.51	35.25	26.44	28.20	29.96	31.72	33.49	35.25
26.10	27.81	29.52	31.23	32.93	34.64	25.98	27.71	29.45	31.18	32.91	34.64
26.29	28.01	29.73	31.45	33.17	34.89	26.17	27.91	29.66	31.40	33.15	34.89
26.48	28.21	29.94	31.68	33.41	35.14	26.36	28.11	29.87	31.63	33.39	35.14
26.01	27.72	29.42	31.12	32.82	34.52	25.89	27.62	29.35	31.07	32.80	34.52
26.20	27.92	29.63	31.34	33.06	34.77	26.08	27.82	29.56	31.30	33.04	34.77
26.39	28.12	29.84	31.57	33.30	35.02	26.27	28.02	29.77	31.52	33.27	35.02
25.99	27.69	29.39	31.09	32.79	34.49	25.87	27.59	29.31	31.04	32.76	34.49
26.17	27.89	29.60	31.31	33.02	34.74	26.05	27.79	29.53	31.26	33.00	34.74
26.36	28.09	29.81	31.54	33.26	34.99	26.24	27.99	29.74	31.49	33.24	34.99
25.90	27.60	29.30	30.98	32.68	34.38	25.78	27.50	29.22	30.93	32.66	34.38
26.09	27.80	29.51	31.21	32.92	34.63	25.97	27.70	29.44	31.16	32.89	34.63
26.28	28.00	29.72	31.43	33.15	34.88	26.16	27.90	29.65	31.38	33.13	34.88
25.84	27.54	29.23	30.92	32.61	34.30	25.72	27.44	29.15	30.87	32.58	34.30
26.03	27.74	29.44	31.14	32.85	34.55	25.91	27.64	29.37	31.09	32.82	34.55
26.22	27.94	29.65	31.37	33.08	34.80	26.10	27.84	29.58	31.32	33.06	34.80
25.77	27.45	29.14	30.83	32.51	34.20	25.65	27.36	29.07	30.78	32.49	34.20
25.96	27.65	29.35	31.05	32.75	34.45	25.84	27.56	29.28	31.00	32.73	34.45
26.14	27.85	29.57	31.28	32.99	34.70	26.02	27.76	29.49	31.23	32.96	34.70
25.64	27.32	29.00	30.67	32.35	34.03	25.52	27.22	28.92	30.62	32.33	34.03
25.83	27.52	29.21	30.90	32.59	34.28	25.71	27.42	29.14	30.85	32.56	34.28
26.02	27.72	29.42	31.12	32.82	34.53	25.90	27.62	29.35	31.07	32.80	34.53
25.29	26.95	28.60	30.25	31.91	33.56	25.17	26.85	28.53	30.21	31.88	33.56
25.48	27.15	28.81	30.48	32.15	33.81	25.36	27.05	28.74	30.43	32.12	33.81
25.67	27.35	29.02	30.70	32.38	34.06	25.55	27.25	28.95	30.66	32.36	34.06
25.07	26.71	28.35	29.99	31.63	33.27	24.95	26.62	28.28	29.94	31.61	33.27
25.26	26.91	28.56	30.22	31.87	33.52	25.14	26.82	28.49	30.17	31.84	33.52
25.45	27.11	28.78	30.44	32.11	33.77	25.33	27.02	28.71	30.39	32.08	33.77

22.00 (b) **Salaries – IT – Technical Grade Adjustment**

A technical grade adjustment has been applied to the IT classifications below effective for March 1, 2018, March 1, 2019 and March 1, 2020 as follows:

Software Developer \$0.10 per hour

Senior Software Developer \$0.30 per hour

This adjustment would only be paid to those employees who do not have a historical “marketplace” adjustment.

		Employees hired prior to Mar 1, 2017					
Classification	Effective Date	Start	Seniority	1 Year	2 Year	3 Year	4 Year
Senior Software Developer	Mar 1, 2018	32.22	33.84	36.34	38.39	40.45	42.50
	Mar 1, 2019	32.64	34.28	36.80	38.89	40.97	43.05
	Mar 1, 2020	33.05	34.72	37.27	39.38	41.49	43.60
Software Developer	Mar 1, 2018	29.00	30.84	32.68	34.52	36.36	38.20
	Mar 1, 2019	29.26	31.12	32.98	34.83	36.69	38.55
	Mar 1, 2020	29.52	31.40	33.27	35.15	37.03	38.90
Quality Assurance Tester	Mar 1, 2018	26.43	28.10	29.77	31.44	33.11	34.78
	Mar 1, 2019	26.62	28.30	29.98	31.67	33.35	35.03
	Mar 1, 2020	26.81	28.50	30.20	31.89	33.35	35.28
Junior Software Developer	Mar 1, 2018	26.03	27.68	29.32	30.96	32.61	34.25
	Mar 1, 2019	26.22	27.88	29.53	31.19	32.85	34.50
	Mar 1, 2020	26.41	28.08	29.75	31.41	32.85	34.75

		Employees hired between Mar 1, 2017 and Feb 28, 2018					
Classification	Effective Date	Start	Seniority	1 Year	2 Year	3 Year	4 Year
Senior Software Developer	Mar 1, 2018	32.00	34.10	36.20	38.30	40.40	42.50
	Mar 1, 2019	32.41	34.54	36.67	38.80	40.93	43.05
	Mar 1, 2020	32.82	34.98	37.14	39.29	41.45	43.60
Software Developer	Mar 1, 2018	28.77	30.66	32.54	34.43	36.32	38.20
	Mar 1, 2019	29.03	30.94	32.84	34.74	36.65	38.55
	Mar 1, 2020	29.30	31.22	33.14	35.06	36.98	38.90
Quality Assurance Tester	Mar 1, 2018	26.21	27.92	29.64	31.35	33.07	34.78
	Mar 1, 2019	26.39	28.12	29.85	31.58	33.30	35.03
	Mar 1, 2020	26.58	28.32	30.06	31.80	33.54	35.28
Junior Software Developer	Mar 1, 2018	25.81	27.50	29.19	30.87	32.56	34.25
	Mar 1, 2019	26.00	27.70	29.40	31.10	32.80	34.50
	Mar 1, 2020	26.18	27.90	29.61	31.32	33.04	34.75

		Employees hired after Mar 1, 2018					
Classification	Effective Date	Start	Seniority	1 Year	2 Year	3 Year	4 Year
Senior Software Developer	Mar 1, 2018	31.88	34.00	36.13	38.25	40.38	42.50
	Mar 1, 2019	32.29	34.44	36.60	38.75	40.90	43.05
	Mar 1, 2020	32.70	37.04	37.06	39.24	41.42	43.60
Software Developer	Mar 1, 2018	28.65	30.56	32.47	34.38	36.29	38.20
	Mar 1, 2019	28.91	30.84	32.77	34.70	36.62	38.55
	Mar 1, 2020	29.17	31.12	33.07	35.01	36.96	38.90
Quality Assurance Tester	Mar 1, 2018	26.09	27.83	29.56	31.30	33.04	34.78
	Mar 1, 2019	26.27	28.03	29.78	31.53	33.28	35.03
	Mar 1, 2020	26.46	28.23	29.99	31.75	33.52	35.28
Junior Software Developer	Mar 1, 2018	25.69	27.40	29.11	30.83	32.54	34.25
	Mar 1, 2019	25.88	27.60	29.33	31.05	32.78	34.50
	Mar 1, 2020	26.06	27.80	29.54	31.28	33.01	34.75

22.00 (c) IT employees while in the Lead capacity shall be paid an hourly premium in addition to the regular rate of pay for all compensated hours. The amount of the hourly premium for the Lead Quality Assurance Tester is two (2) dollars per hour and the Lead Senior Software Developer is three (3) dollars per hour.

22.01 **Temporary Transfer**

The Company may temporarily transfer employees in situations to cover unplanned and/or unexpected absences/leaves of up to one hundred and twenty (120) days. This language is not intended for day to day moves between classifications or shifts. It must be for a business need that is imperative to be addressed.

(a) An employee may decline a temporary transfer that would result in an excess of one hundred and twenty (120) days outside of their job classification in a calendar year. Such transfers shall be offered by seniority to employees with the ability and qualifications from the classification selected. An employee may decline such transfer if there is another employee with less seniority who has the ability and qualifications in the same classification that the selected transfer is from or if they have already been transferred for one hundred and twenty (120) days.

(b) Any employee who, is temporarily transferred to another job, a transfer being a period of one hundred and twenty (120) days or less, for which the rate of pay is different from that in effect for such employee's regular job, shall be paid, while so employed as follows:

(i) If the rate of pay for the job to which they are transferred is less than the employee's regular pay, they shall receive their own higher rate of pay.

(ii) If the rate of pay for the job to which they are transferred is higher than the employee's regular pay, they shall receive the higher rate of pay for all hours compensated on the job to which they are temporarily transferred.

(c) Time limits may be extended by mutual agreement between the Union and the Company.

(d) Transfers will not be used to circumvent the job posting procedures.

(e) A temporary transfer for any other reason must be by mutual agreement with the Union and the Company.

22.02 (a) All employees will be paid bi-weekly on Friday for the payroll period ending on the preceding Sunday.

In the event that a paid statutory holiday falls on a regular pay day, employees will be paid on the day immediately preceding the normal pay day. Employees will be paid by direct deposit.

(b) Any payroll error made in calculating payment shall be corrected and paid on the following pay day, unless the error is greater than one hundred dollars (\$100.00) owed to the employee in which case an employee may request a separate deposit which will be made within two (2) business days.

(c) The Company agrees to provide a payroll deduction for credit union purposes.

ARTICLE 23 – SEVERANCE PAY PLAN

23.00 The Company shall provide severance pay benefits as follows:

SEPARATION PAYMENT TABLE	
Years of Seniority Last Day on the Active Employee Rolls	Number of Hours' Pay
1 but less than 2	60
2 but less than 3	80
3 but less than 4	110
4 but less than 5	145
5 but less than 6	180
6 but less than 7	220
7 but less than 8	265
8 but less than 9	310
9 but less than 10	360
10 but less than 11	410
11 but less than 12	465
12 but less than 13	520
13 but less than 14	580
14 but less than 15	640
15 but less than 16	710
16 but less than 17	780

An additional 70 hours of pay will be paid for each additional year of service. Once that amount is calculated, an additional ten (10) hours will be added to the total hours.

The following shall govern payment of severance pay:

If the government institutes a plan that will cause the Company to go out of business, the Company goes out of business, except, however if the Company is sold or is taken over as a going concern, only those employees whose employment is terminated will be entitled to severance pay.

Anyone who claims severance under the above terms shall have no further claim against the Company or any right of recall under the provisions of the Collective Agreement. Moreover, the employee will receive the severance outlined in the above table or that required pursuant to the Employment Standards Act.

ARTICLE 24 – TERMINATION/EXPIRY OF COLLECTIVE AGREEMENT

24.00 This Agreement shall commence on the 1st day of March, 2018 and end on the 28th day of February, 2021 and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days, or more than ninety (90) days prior to the expiration date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE 25 – EDUCATIONAL ASSISTANCE

- 25.01 The Company agrees to reimburse a seniority employee one hundred percent (100%) of the cost of tuition, books or course related materials (hard or soft copy) and fees incidental to approved courses of study up to a maximum of two thousand dollars (\$2,000) per school year provided the employee receives a passing grade for any course or courses for which they claim educational assistance.
- 25.02 All other expenses incurred in connection with any such courses of study shall be borne entirely by the employee.
- 25.03 The hours at which the courses of study are scheduled must not conflict with the employee's regularly scheduled working hours.
- 25.04 A course of study will be approved if it is generally related to the employee's current work assignment, or to a type of work to which they could subsequently be assigned in the normal course of events. Approval of courses shall be restricted to those conducted by a recognized, non-profit college or university, although where circumstances warrant, employees may study special courses, provided such courses are not normally taught on the university level. Personal development courses may be approved if the Company feels it is beneficial. These courses, if approved, will be subject to a course maximum of seven hundred and fifty dollars (\$750), as well as the two thousand dollars \$2,000 annual maximum. Microsoft Certification course costs will be considered under the personal development maximum. Secretarial courses, and courses conducted by industrial firms or associations are not approvable herein. Correspondence courses and extension courses may be approved under this Article only if they are conducted by a recognized, non-profit college or university.
- 25.05 The outline or description of a seniority employee's desired course of instruction must be submitted to Human Resources on forms provided by the Company, and must be approved before the start of the course in order to be eligible for reimbursement. Reimbursement as provided herein shall be made upon completion of each semester, quarter session, term or other similar period in use at the particular college or university, and only after the employee has presented evidence of having received a passing grade in the subject for which educational assistance is being claimed.
- 25.06 An employee is not eligible for Educational Assistance under this Article; if they are eligible to receive benefits under any type of a scholarship or fellowship offered by any educational institution or government educational assistance.

25.07 If, prior to completion of an approved course, an employee leaves the employ of the Company for any reason, they shall be ineligible for reimbursement for Educational Assistance.

ARTICLE 26 – UNION PAID EDUCATION LEAVE

26.00 The Company agrees to pay into a special fund five cents (\$0.05) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, Unifor. A confirmation of such payment will be sent to Unifor Local 240.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will each be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 27 – TECHNOLOGICAL CHANGE

27.00 In the event of any technological change which will adversely affect the rights of an employee, their wages, or their working conditions:

- (a) The Company will notify the Union at least twelve (12) months before the introduction of any such change, if at all possible;
- (b) Such change will not be introduced until the Company and the Union have reached an Agreement regarding the measures to be taken to protect the employee from these adverse effects;
- (c) Any employee who is rendered redundant, or who is displaced from their job as a result of any such change shall have the opportunity to fill any job posting for which they can qualify under Article 13 of the Agreement. If there is no job posting for which they can apply, they shall have the right to displace employees with less seniority provided that they have the ability to perform the duties related to the particular job;
- (d) The Company will assume responsibility for the retraining process of an employee who lacks the necessary skills to continue his job duties after such change. The employee will be given a reasonable period of time during which they may attempt to acquire these skills;
- (e) The Company will not hire any additional employee into a classification covered by this Agreement until any employee affected by such a change, or on layoff, has been notified of the proposed job opening, and has been allowed a reasonable period of time to attempt to acquire the necessary knowledge or skills to retain or resume their employment;
- (f) An employee will not be dismissed as a result of such a change.

ARTICLE 28 – RETIREMENT PLAN

- 28.00 (a) Effective March 1st, 1999, the Company agrees to set-up a new Defined Benefit Level Pension Plan. The terms and conditions of the new Plan will be the same as the CWIPP Plan.

The Company will be responsible for the funding of the Defined Benefit Level Pension Plan and will be responsible for funding any deficits in the Plan and will be entitled to any surpluses in the Plan. The \$0.15 per hour of the past diverted C.O.L.A. monies will continue to provide part of the on-going funding of the new Plan.

The Company will assign the trustees, actuaries, investment managers and administrator of the Plan.

The Company shall amend the Pension Plan for bargaining unit employees of Green Shield Canada (the “Plan”) as follows effective March 1st, 2018:

The sum of the Member’s monthly pension is determined by calculating the value for each Period of Participation. The amount is based on the applicable Basic Monthly Pension for each period divided by 1800 and multiplied by the hours worked in that period.

Period of Participation	Basic Monthly Pension
March 1, 2018 to February 28, 2019	\$65.00
March 1, 2019 to February 29, 2020	\$66.50
March 1, 2020 onward	\$68.00

- (b) An employee may request early retirement at any time provided such request is within the terms and conditions as set out in the Pension Plan.
- (c) The Company shall pay the full cost of all benefits as set out in Article 17.00 and 17.01 for all eligible retired employees and their eligible dependents. Effective for retirements after March 1st, 2008 in order to be eligible for benefits included in Article 17 and 17.01, a retiree must be fifty-five (55) years of age and have ten (10) years of service upon retirement.
- (d) An employee will continue to accrue service under the Pension Plan for the period of time equal to the maternity/paternity leave provisions under the Employment Standards Act.
- 28.01 The Company shall amend the Pension Plan for bargaining unit employees of Green Shield Canada (the “Plan”) as follows effective March 1st, 2005.
- (a) A Member who retires prior to the Normal Retirement Date shall receive a pension payable in the Normal form commencing on the Early Retirement Date reduced by one-half of one percent ($\frac{1}{2}\%$) for each month the Early Retirement Date precedes the date the member’s age plus Continuous Service would have totalled eighty-five (85) years.
- The maximum Early Retirement pension shall not exceed the amount permitted under the Income Tax Act, Canada.
- (b) The Normal Form of pension for a Member who has a Spouse on the date the payment of the first instalment of the pension is due, and who is not living separate and apart from such Spouse on that date, shall be payable in a joint and sixty-six and two thirds percent survivor (Joint & 66 and $\frac{2}{3}\%$ Survivor) pension. The amount of pension shall be

determined as the greater of ninety-five percent (95%) of the Normal Form of pension without a Spouse (lifetime pension) and the Actuarial Equivalent to the Normal Form pension without a Spouse.

If a Member with a Spouse elects an optional Joint and Survivor pension, such pension shall be determined as the Actuarial Equivalent to the Normal Form with a Spouse.

ARTICLE 29 – TRANSFER RIGHTS

29.00 In the event the Company elects to expand/transfer its operations to a new location which results in a laying off of seniority employees, those employees who are permanently displaced as a result of such moving of operations may, within thirty (30) days, elect to be transferred to the new location and carry with them their seniority and seniority rights and be covered by the Collective Agreement in force at that location, where such Agreement exists.

ARTICLE 30 – PART-TIME EMPLOYEES

30.00 (a) Part-time employees will be defined as:

(i) Part-time (Permanent)

An employee who is not a Student who has attained a Permanent Part-time position, with set hours and is scheduled twenty-five (25) hours per week or less, or

(ii) Part-time Flexible (Permanent)

An employee who is not a Student, who has attained a part-time position with variable shifts of twenty-five (25) hours per week or less.

(iii) Paid as per Article 30.00 and in accordance with Article 22 for the applicable classification.

(b) Part-time employees as defined in 30.00 (a) (ii) will be scheduled as follows:

(i) Employees will receive their two (2) week schedule one (1) week prior to the start of the 2 week period.

(ii) Employees shall not be regularly scheduled for less than four (4) hours of work.

(iii) The Company will give employees twenty-four (24) hours verbal notice of any cancellation of a shift. Should twenty-four (24) hours verbal notice not be provided for the cancellation of a shift the employee will be provided four (4) hours of work.

(iv) Hours shall be distributed fairly and equitable for flexible part-time employees.

(v) Part-time employees will be offered additional hours prior to students.

(c) Progression through the wage rate schedule, will be based on hours worked (1 year=1924 hours).

(d) Part-time employees will receive benefits as follows:

(i) Eligible for Company paid:

(a) OHIP

(b) Green Shield

(c) Pension Contributions (based on compensated hours)

(d) Life Insurance (equal to estimated Annual earnings)

- (ii) Shift differential for hours worked during afternoon shift time schedule (as per Collective Agreement).
- (iii) Overtime payable when hours worked exceed the normal scheduled working days as outlined in the Collective Agreement.
- (iv) Union dues payable as outlined under the Collective Agreement, with the exception as noted in this outline.
- (v) Vacation entitlement will be calculated as follows:
 - (a) Vacation Allowance for permanent part-time as per the Collective Agreement pro-rated based on the regular scheduled work week. For example, a Permanent Part-time employee working three (3) days a week and entitled to two (2) weeks vacation as per the Collective Agreement will be entitled to six (6) days.
 - (b) Vacation Allowance for employees providing relief will be based on the entitlement as per the Collective Agreement pro-rated based on hours worked in the prior year divided by the standard hours per year (1924). For example, an employee providing relief worked seven hundred (700) hours in the prior year and is entitled to two (2) weeks vacation is entitled to $((10 \times 700)/1924) =$ four (4) days.
 - (c) Vacation entitlement for an employee who goes from part-time to full-time or from full-time to part-time will be based on a pro-rated calculation of their eligible remaining vacation days to determine the new equivalent of their vacation entitlement in their new position.
- (vi) Vacation payment will be calculated as follows:
 - (a) Vacation pay for permanent part-time employees who worked more than their regular scheduled hours in the previous year will be calculated based on the total hours worked in the previous year divided by fifty-two (52). This equates to the number of hours of vacation pay per week. Further divided by their regular scheduled days to determine the daily pay.
 - (b) Vacation pay for permanent part-time employees who did not work more than their regular scheduled hours in the previous year or for employees providing relief will be based on the number of hours of their regularly scheduled work day.
 - (c) Vacation pay for employees going from full-time to part-time or from part-time to full-time will be as per a full-time employee.
- (vii) Holiday entitlement will be as per the Collective Agreement. Holiday payment will be calculated as follows:

The total hours compensated in a twenty (20) day period prior to the holiday divided by the number of full-time hours in a twenty (20) day period for the full-time equivalent position multiplied by the regular daily full-time hours. If the Employment Standards Act 2000 or as may be amended thereto has a greater benefit than the Collective Agreement, the Act will be followed.

A lieu day, when taken will be paid at the equal number of hours that were worked on the day of the holiday.

If a holiday as per the Collective Agreement falls on a non-scheduled day for a part-time computer operator, they will be given a day off in lieu of the holiday.

(viii) Will be paid for bereavement, sick time and casual time as follows:

Bereavement Leave:

Not to exceed the limitations set forth in Article 14.02 for any days they are scheduled for at the time of the death or any days they would have been scheduled for if they were not on bereavement leave and is to commence from the time of death and ends with the day of the funeral.

Sick Time:

A Part-time employee with continuous service of one (1) year or over, as of January 1st, will be eligible for ten (10) of their regular scheduled working days as sick days.

Employees with less than one (1) year of continuous service will be entitled to such pro-rated leave from date of hire, after the employee has achieved seniority up to a maximum of ten (10) of their regular scheduled working days as sick days.

A Part-time Computer Operator with continuous service of one (1) year or over, as of January 1st, will be eligible for seven (7) of their regular scheduled working days as sick days. Employees with less than one (1) year of continuous service will be entitled to such pro-rated leave from date of hire, after the employee has achieved seniority up to a maximum of seven (7) of their regular scheduled working days as sick days.

Casual Time:

If they work four (4) consecutive weeks at thirty-seven (37) hours per week, they will be entitled to paid casual time if the casual time was taken during the aforementioned four (4) consecutive week period. Any eligible casual time will be paid in the first pay following the four (4) consecutive week period.

(ix) COLA (Cost of Living Allowance) payable bi-weekly, based on compensated hours.

ARTICLE 31 – WORKPLACE HARASSMENT & BULLYING

31.00 Definitions

(a) “Harassment” is recognized to mean engaging in a course of vexatious comments or conduct that is known or ought to be reasonably known to be unwelcome.

Harassment includes any behaviour which denies individuals dignity and respect, is embarrassing, humiliating, or offensive. This definition includes actions or discrimination based on race, ethnicity, age, gender, creed, physical or mental disability, marital status and sexual orientation. Harassment incorporates bullying.

(b) “Bullying” is the persistent mistreatment of an Employee that negatively impacts the Employee’s personal well-being and their ability to perform. Examples of workplace harassment and/or bullying include, but are not limited to:

- Intimidation or unjust criticism;
- Spreading malicious rumours;
- Engaging in verbally abusive behaviour, such as yelling or name calling;
- Practical jokes which repeatedly and/or inappropriately are directed toward a single employee or group of employees;
- Intentionally and repeatedly isolating an Employee;
- Engaging in physically abusive or assertive behaviour, such as pushing, finger pointing, invading an Employee's personal space, or tampering with an Employee's workspace or belongings;
- Undermining an Employee's effort to work; and/or
- Any form of verbal or non-verbal communication (words, gestures, actions, emails) that embarrasses, humiliates or intimidates an Employee privately or publicly.

Harassment is not to be construed as properly conducted supervisory responsibilities including delegation of work assignments, assessment, discipline, or constructive feedback/coaching.

- (c) "Sexual Harassment" includes, but is not limited to, any action, joke, innuendo, comment, or conduct of a sexual nature which is degrading and causes or may cause embarrassment, tension, anger, awkwardness or discomfort.
- (d) Matters related to harassment and bullying in the workplace are addressed in the Company's Workplace Anti-Harassment Policy which abides by the Ontario Human Rights code.
- (e) Notwithstanding, the information contained in the Article, with respect to an Employee's right to file a complaint, an Employee shares the right to file a complaint with the Ontario Human Rights Tribunal.
- (f) Matters related to violence in the workplace are dealt with in the Company's Workplace Anti-Violence Policy, which abides by the Occupational Health and Safety Act.

31.01 **Right to File an Internal Complaint**

- (a) Any employee who considers that they have been subjected to workplace harassment as defined in the Company's Workplace Anti-Harassment Policy and this section of the Collective Agreement is entitled to lodge a complaint. Complaints should be lodged through at least one member of the Joint Workplace Anti-Harassment Committee.
- (b) Any Employee who feels that they have been subjected to retaliation for having brought forward a complaint of workplace harassment may lodge a complaint. Complaints of this nature should be lodged directly with the Vice President, Human Resources and the Union Chairperson who will take immediate action to investigate and act on the complaint.
- (c) The Chief Human Resources Officer (CHRO) is responsible for ensuring that workplace harassment complaints are dealt with quickly, fairly, confidentially and in accordance

with GSC's Policy and this Article and will take action to ensure accountability by all parties and to eliminate the potential for a negative, poisoned or unproductive work environment. The Company will work to ensure that employees do not experience low self-esteem, unhealthy stress, or loss of personal well-being or productivity as a result of workplace harassment.

31.02 **Joint Workplace Anti-Harassment Committee**

- (a) A Joint Workplace Anti-Harassment Committee (hereinafter called the Committee) will be created consisting of up to four (4) individuals representing Management and appointed by the CHRO and four (4) individuals representing the Union and appointed by the Union (three (3) from Local 240 and one (1) from Local 673). Committee members will be provided training by the Company to handle complaints under this Policy.
- (b) All internal complaints should be directed to one of the members of the Committee.
- (c) Both parties agree to and are committed to follow the process as outlined. No independent or separate approaches or investigations will be encouraged.
- (d) The same Committee members that are assigned to handle a complaint will complete the process from beginning to end (step 4 – step 12), where possible.

31.03 **Internal Complaints**

Any Employee (hereinafter called the Complainant) who considers that he or she has been subjected to workplace harassment as defined in this Policy must follow the steps outlined below:

1. Tell the alleged harasser(s) (hereinafter called the Respondent(s)) to stop and make known that the behaviour is unwelcome and objectionable.
2. Initial Investigation – if the Complainant cannot approach the Respondent(s) directly due to the threat of violence, or after repeated incidents or events, the Complainant should lodge a complaint with a member of the Committee. Complaints should be reported in as timely a manner as possible.
3. Upon receipt of a complaint the Committee member will immediately advise the CHRO, where a Union employee is involved the CHRO will advise the Union Chairperson.
4. One (1) Committee Management member and one (1) Committee Union member, as appointed by the CHRO and where a Union employee is involved the Union Chairperson, will first address the conflict through information investigation where together the Committee members will meet with the complainant and the alleged harasser(s) separately, to obtain more detailed information about the situation. This step will begin within two (2) working days of receiving the complaint.
5. If both Committee members agree that early resolution is possible, the parties (Complainant and Respondent(s)) will attend a resolution meeting with the appointed Committee members. The purpose of the meeting will be to understand and resolve the issue(s). If both parties agree that the issue(s) have been resolved during this meeting, no further action is required. Mediation may also be used to achieve resolution.

6. If a resolution is not secured through Step 5, or the appointed Committee members decide to bypass Step 5, the Committee members will proceed by determining whether or not the alleged activity constitutes workplace harassment as defined in the Policy. If after this review, it is determined that the allegation is unsubstantiated, the complainant will be advised that a formal investigation is not required. If the parties disagree, or if it is determined that workplace harassment appears to have occurred, the delegated Committee representatives will consult with the CHRO. The CHRO in consultation with the Union Chairperson, will determine if the complaint will move forward to step 7.
7. Formal Investigation - If the complaint proceeds to Step 7, the CHRO will advise the Chief Executive Officer.
8. There may be situations where the expertise of an external third party is deemed necessary to conduct or partake in an investigation. The CHRO and Chairperson will consult with each other if necessary. The Unifor National Representative and/or Local Union President or designate may participate in the investigation.
9. A formal investigation may include the following steps: interviews of the Complainant and the Respondent(s), interviews with witnesses and a review of relevant files and records. All investigations will be handled quickly, fairly, and confidentially. The joint investigation will begin within two (2) working days of the decision that a formal investigation is started and will be completed within fifteen (15) calendar days after the formal investigation is started, where possible.
10. The appointed Committee members will present their findings to the CHRO and will complete a written report. The CHRO will share the report with the Union Chairperson where the matter involves a Union member.
11. The CHRO will consult with the appointed Committee members and determine appropriate disciplinary or other corrective action in consultation with the Union Chairperson. If discipline of a Union employee is required, it is understood that it may still be subject to the grievance procedure.
12. The CHRO will notify the Chief Executive Officer of the recommended resolution.
13. The CHRO and the allocated Committee members will present the final report separately to the Complainant and the Respondent(s) of the results of the investigation. The Union Chairperson will be invited to attend meetings involving Union members.
14. Where workplace harassment has been substantiated, the Company will take appropriate corrective or disciplinary action to resolve the complaint. Where workplace harassment has not been substantiated, no action will be taken against a Complainant who has made a complaint in good faith.
15. The CHRO will take steps to implement the decisions and actions outlined in the final report.
16. Records and notes in relation to the investigation and resolution of the incident will be filed in Human Resources and access will be granted to the Union Committee upon request.

17. The pursuit of frivolous allegations through this procedure could have a detrimental effect on the spirit and intent for which this policy was rightfully developed and such allegations will not be allowed.
18. On an annual basis the number of harassment complaints investigated and resolved will be reported to the Human Resources Committee of the Board of Directors.

ARTICLE 32 – INFORMATION TECHNOLOGY EMPLOYEES

32.00 Application

- (a) This section only applies to employees in the following classifications – Senior Software Developer (SSD), Systems Developer (SD), Junior Software Developer (JSD) and Quality Assurance Tester (QAT).
- (b) Where a particular subject is not covered within this section of the Collective Agreement the provisions of the Collective Agreement found outside this section shall be applicable.

32.01 Lunch and Break Periods

- (a) IT employees covered by this section will receive one one-hour lunch period composed of one thirty (30) minute period that is paid by the employer and one 30 minute period which is not paid by the employer. These employees will receive no additional rest periods during their regular working hours.
- (b) The normal lunch period will be scheduled at 12:00 p.m. each day and run for sixty (60) minutes. Changes to the regularly scheduled start time of the normal lunch period to provide another consistent lunch period time (example 11:30 a.m. to 12:30 p.m. each day) will be approved by the Supervisor.
- (c) The start time of an employee's lunch period may be changed by the employee or Supervisor on a day giving consideration to business requirements such as meetings or team work on a project. Where the employee wishes to change their lunch period start time on a day for a personal reason, approval will not be reasonably withheld.

32.02 Vacation

- (a) Vacation requests are submitted in accordance with the vacation qualifier provisions and dates outlined in Article 16.
- (b) Vacation allowances are approved in consideration of business needs including scheduled releases and IT project commitments. IT projects and regularly scheduled releases are planned by the Company to reflect that vacations will be granted throughout the year.
- (c) Where multiple employees in the same job classification are working on the same technology in a project and/or release and business constraints require a limitation on the number of vacations that can be granted, vacation will be approved on a seniority basis.

32.03 Job Posting and Selection

- (a) Posting of SSD, SD, JSD and QAT jobs will all be carried out in accordance with the following procedure.

- (i) When an opening occurs, the Company will post a notice on the job posting voice message box and on the Company's HR accessible Intranet for two (2) consecutive working days.
- (ii) Each notice of opening shall contain the rate of pay for the position and a proper description of the responsibilities of the position, as well as the qualifications, skills, abilities and experience required for the position.
- (iii) Such opening will not be filled before the expiry of the two (2) day period.
- (iv) If a job posting is not filled within six (6) months, the job posting will be expired and, if required, it will need to be reposted.
- (v) The Company will select the successful applicant based on overall qualifications, skills, ability and experience. If the selection is to be made from two or more applicants whose qualifications, skills, abilities, and experience are considered equal, the employee with the greater seniority will be the successful applicant.
- (vi) When an employee is not the successful applicant for the posted position they will be notified by the hiring Manager, who shall also, if requested, meet with the employee to provide feedback and discuss development opportunities which may enhance the employee's opportunities for future postings.
- (vii) The Company will also advise the Union of the names of unsuccessful applications.
- (viii) The Company has committed to providing training to IT employees. The Company and Union acknowledged that communications between Management and Employees regarding training requirements and progress is important.

(a) **Newly Recruited Employee Wages**

- (i) The Company in its discretion may offer newly recruited SSD, SD and QAT candidates a starting salary at the Year 1, 2, 3, 4 Level, based on their overall qualifications, skills, and continuous applicable experience, as well as considering their salary in their previous position(s).
- (ii) The Company will provide the Union, in writing, any offers made to employees using the above section.

(c) **Newly Recruited Employee Vacation Entitlement**

- (i) The Company in its discretion may offer newly recruited IT employees vacation according to the vacation schedule to a maximum of three (3) weeks, and prorated for the first year. In making this determination the Company will consider the continuous applicable experience of the candidate, and their vacation entitlement in their previous position.
- (ii) Vacations would then follow the vacation entitlement in Article 16 of the Collective Agreement.
- (iii) The Company will provide the Union, in writing, any offers made to employees using the above section.

32.04 **On Call**

Employees who work in Information Technology may be required to be on-call to be available to deal with system issues as they arise. An employee, who is on-call must be available to respond immediately when paged or contacted and must remain capable to resolve system problems. In some cases, the employee may be able to resolve the problem from home, however, if not, they will be required to come to the workplace to resolve the problem.

If an employee is scheduled to be on-call, they will be compensated as follows:

Day	Rate of Pay
Monday to Friday (For these purposes, a day is defined as the period of time from the end of their regular schedule and the beginning of their next scheduled shift.)	\$20.00 per day
Saturday and Sunday	\$30.00 per day
Holidays (as defined in Article 16.01)	\$40.00 per day

If the employee is contacted while on-call, they will be paid the applicable overtime rate in accordance with Article 15.03 (a), (b), (c), or (d) for a minimum of two (2) hours or the period of time they work to resolve the problem.

If an employee is contacted and they are not on call, they will be paid in accordance with Article 15.03 (g).

32.05 **Information Technology Employees - Leads**

- (a) The Company will appoint Lead Senior Software Developers and Lead Quality Assurance Testers at their discretion. The appointment of Leads will be done in a fair and equitable manner where possible subject to skill and ability. Seniority will be considered.
- (b) The Leads will be responsible for leading their team (Development or Quality Assurance) towards the successful delivery of IT Projects that are medium to complex in nature.
- (c) The Company shall notify the Union of any newly appointed Leads with the start date and projected finish date and will be notified upon completion of the appointment.
- (d) The Lead premium will be paid in accordance with Article 22.00 (c).

32.06 **IT Contractors**

The Company may use IT contractors on Provincial, Federal government, and related business or pertaining to special projects according to the following:

- (a) IT contractors will not be used as a means of avoiding permanent, full-time employment opportunities.
- (b) The Company will notify the Union in advance where there is a requirement for contract work and will provide the Union with information about the reason for this requirement and indicate the projected start and end dates.

- (c) IT contractors are required in order to fill specific IT skill requirements where bargaining unit members do not have the knowledge.
- (d) IT contractors are used to deliver short-term projects of no longer than twelve (12) months.
- (e) IT contractors will have work terms of no longer than twelve (12) months.
- (f) No bargaining unit IT Developers will be on layoff during the tenure of the IT contractors.
- (g) After the completion of the project, bargaining unit IT employees will be responsible for the ongoing maintenance of the software systems created where such maintenance work is work that Green Shield has been awarded as part of their contract.
- (h) The Company will inform of the IT contractors on the Union dues cheque report, and pay Union dues on behalf of these IT contractors.
- (i) Where IT technology developed by an IT contractor must be maintained, such technology shall be maintained by bargaining unit IT employees.
- (j) Training will be provided in a timely manner to transition the work and maintenance of IT contractor work to a bargaining unit IT employee.
- (k) Extensions may be granted upon mutual Agreement between the Union and the Company.

ARTICLE 33 - ASSIGNMENT POOL

33.01 Assignment Pool will be defined as:

A permanent full-time employee assigned to the following identified classifications who are entitled to all terms and provisions in the Collective Agreement.

- (a) Assignment Pool employees can be utilized for the following positions:
 - (i) Contact Centre Services (12:30 p.m. – 8:30 p.m. shift or latest shift in CCS).
 - (ii) Claims Adjudicator – Production (PM shift)

It is understood that for training and/or mentoring purposes employees may be on an earlier shift for no more than two (2) months.

- (b) Assignment Pool employees can be utilized for the following purposes in accordance with (a) above:
 - (i) Fill in for leaves not otherwise filled by any other provision in this Collective Agreement.
 - (ii) Fill in for any absence or vacancies.
 - (iii) Fill eventual anticipated vacancies due to growth and/or attrition in the business.
 - (iv) Any other use of Assignment Pool employees will be by mutual agreement with the Union.
 - (v) It is not the intent to utilize Assignment Pool employees to circumvent the creation of net new bargaining unit positions.

- (c) Assignment Pool employees will be scheduled/assigned as follows in accordance with (a) above:
 - (i) Upon hire, Assignment Pool employees will be assigned to a specific position.
 - (ii) Employees may have shift and role changes as a result of the needs of the business. If a shift change is needed proper notice will be provided.
- (d) Assignment Pool employees will receive the rate of pay of the classification they are assigned to fill,
- (e) Assignment Pool employees will be granted vacation selection within the classification they are working in at the time of vacation qualifier or when requested, subject to availability.

ARTICLE 34 – STUDENTS

34.01 Student Program

Students will be defined as:

Employees who are utilized to backfill planned absences such as vacation and leave of absences.

- (a) Students can be used as follows when additional hours are offered to part-time employees:
 - (i) During the period of March break and the period of May 1st to September 15th to support an increase in vacation.
 - (ii) During the Christmas shutdown period to mitigate force-ins.
- (b) Students can be used throughout the remainder of the year when additional hours and overtime are offered bargaining unit wide.
- (c) Student Terms and Conditions:
 - (i) Students are not part of the bargaining unit and will not accrue seniority.
 - (ii) Students will pay union dues as per Article 3.
 - (iii) The student rate will be \$19.22 in year one, \$19.32 in year two and \$19.42 in year three of the Collective Agreement.
 - (iv) Students must be enrolled full-time in an accredited College or University to qualify for a Student position.
 - (v) Students will not do the full scope of the classification assigned, and will not be used to circumvent the hiring of permanent employees.
 - (vi) Students will not be entitled to benefits and entitlements outlined in the Collective Agreement other than representation and provisions outlined in the Employment Standards Act.

34.02 Cooperative Student Program

Cooperative Students will be defined as:

Employees on a cooperative work program through Colleges and Universities to provide them the opportunity to gain the work related experience they require to graduate from their program.

Cooperative Student Terms and Conditions:

- (i) Cooperative Students will pay union dues as per Article 3.
- (ii) Cooperative Students are not part of the bargaining unit and will not accrue seniority.
- (iii) A Cooperative Student's rate of pay will be decided in consultation with the Union.
- (iv) The Company will secure Union agreement for any program that is developed which would involve cooperative students doing bargaining unit work.
- (v) Cooperative Students will not be entitled to benefits and entitlements outlined in the Collective Agreement other than representation and provisions outlined in the Employment Standards Act.

ARTICLE 35 – TORONTO OFFICE

35.01 For the Toronto employees, the Company agrees to pay a monthly transportation allowance of \$160.

ARTICLE 36 – PAY EQUITY

36.01 The Company and the Union will have a Joint Pay Equity Committee comprised of four (4) members from the Union and four (4) members from the Company to fulfil their responsibilities related to the Union Pay Equity Maintenance Plan under the Pay Equity Act. Said Committee will ensure the following:

- (a) Establish and maintain compensation practices that provide for pay equity in accordance with Section 7 of the Pay Equity Act.
- (b) Ensure that the Union Pay Equity Plan between the parties is appropriately amended to reflect any change of circumstances which subsequently render the Plan to be no longer appropriate within the meaning of the Act.
- (c) The Company will provide relevant information regarding pay equity matters to the Joint Pay Equity Committee.
- (d) The Joint Pay Equity Committee will review the Union Pay Equity Maintenance Plan a minimum of every three (3) years, or as required based on the above.
- (e) The Joint Pay Equity Committee may be represented by Local, Regional and/or National representatives.

LETTER OF UNDERSTANDING – BARGAINING UNIT WORK

During 2018 bargaining, the Company and the Union discussed the importance of recognizing bargaining unit work, while the business continues to evolve, and especially as it continues to experience technological change. The parties agreed to meet within ninety (90) days of ratification to discuss and confirm what work properly and feasibly belongs in the bargaining unit. These discussions will be done with the intention of maintaining similar work within the bargaining unit, either in existing or new classifications.

It is not the intent of the Company to move bargaining unit work to non-bargaining unit work, and the Company is committed to work with the Union to mitigate overlaps.

This letter cannot be used to bar the Union from exercising their right to proceed throughout the grievance and arbitration procedure in the Collective Agreement.

LETTER OF UNDERSTANDING – HUMAN RIGHTS TRAINING

The Company will continue to provide all new employees with Human Rights Training as part of the Company provided Orientation Program.

LETTER OF UNDERSTANDING – BILINGUAL POSTINGS – CCS

The Company and the Union agree to the following for the term of the 2018 Collective Agreement for employees hired on or after March 1st, 2018;

1. Employees hired into Assignment Pool – Contact Centre Services (Bilingual) are only permitted to secure a role in Contact Centre Services (CCS) that is designated as Bilingual.
2. Once secured, the employee must remain in a designated Bilingual position for twelve (12) months.
3. This does not negate the employee's right to apply for earlier CCS Bilingual shifts and for alternate classifications in other departments.
4. Amendments during the term of the Collective Agreement will be done with mutual agreement of the parties.

LETTER OF UNDERSTANDING – APRIL 1st, 2018 – VACATION QUALIFIER

The Company and the Union agreed to one vacation qualifier during 2018 negotiations, starting in the 2019 vacation year.

The parties discussed and agreed that the April 1st, 2018 vacation qualifier was needed. The April 1st, vacation qualifier would apply to all vacation requests for May 1st to December 31st, 2018.

The Company will review and approve vacation requests in accordance with the existing practices, including sorting out conflicts in five (5) working days after the request period closes, and approving vacation leaves of absence requests.

Seniority will prevail for any vacation requests submitted in writing by the qualification dates for the respective time periods and afterwards, requests will be approved on a first-come, first-served basis.

LETTER OF UNDERSTANDING – COMPUTER OPERATORS – JULY 1st, 2018

The Company and the Union agree that for Sunday, July 1st, 2018, only those Computer Operators who work on this date shall receive holiday pay and a lieu day. As per Article 16.01, the Company is observing Monday July 2nd, 2018 and all Computer Operators shall receive the applicable lieu and holiday pay as outlined in the Collective Agreement.

LETTER OF UNDERSTANDING – COORDINATOR CCS

During 2018 bargaining, the Company and the Union agreed to review the Coordinator, CCS classification to validate the responsibilities. The parties further agreed that following validation of the responsibilities, a further review would be done to determine if a salary adjustment of this classification would be warranted. The parties are committed to complete this review not later than June 1st, 2018.

LETTER OF UNDERSTANDING – CONTACT CENTRE SERVICES TASKS

During 2018 negotiations the Company and Union had discussions about the Contact Centre Services.

The Company and Union agreed on the importance of the Contact Centre Services to the business and the need for the Contact Centre Services to provide a consistent high level of service to Green Shield's clients, providers and plan members.

The Company will continue to provide job rotation and required training within the Contact Centre Services Representative classification for off phone work which will include duties in relation to:

- E-mail
- Front counter which includes answering voice mail, distributing faxes
- Relief for front counter
- Peer mentoring
- Any other new or existing duties that provides off phone work

It was understood that training will need to be developed and provided to employees in some cases to give employees the skills required. Training will be provided to all employees that are selected by seniority when canvassed.

The Company and the Union agree to meet to discuss the future of off phone tasks three (3) months after the Omni system implementation and/or any new technology that will create new off phone work or change the intent of the rotation. These meetings will be to ensure there is a fair and equitable distribution of off phone tasks once this new system is completely implemented. These meetings will continue every three (3) months thereafter until both parties mutually agree.

Further to the above there will also be discussion regarding the training plans for the Contact Centre Representatives to ensure the training mandate is fair equitable.

LETTER OF UNDERSTANDING – RETIREE LUMP SUM

Retirees as of March 1st, 2018 will be paid a one-time lump sum payment of \$500 (subject to required statutory deductions) not later than April 15th, 2018.

LETTER OF UNDERSTANDING – MANDATORY RETIREMENT

During negotiations the Company and Union discussed government legislation dealing with the matter of mandatory retirement, including current provisions that impact the availability of life and disability insurance for employees working past age 65 years. The parties discussed the possibility that these legislative provisions may be challenged in court or before a human rights tribunal in terms of their constitutionality.

The Company and Union have agreed that if legislative changes and/or a ruling by a superior court or a human rights tribunal serve to broaden the availability of life and/or disability insurance coverage from the providers of this insurance the parties will meet to review the applicability of these changes and their impact on Green Shield's benefits plans.

LETTER OF UNDERSTANDING – COMPUTER OPERATORS

The Company and Union will continue to have dialogue and to work together when issues arise in Computer Operations to develop solutions that address the interests of Management and employees. (e.g. Part-Time Computer Operators, Computer Operator lieu days, vacation overlap, and job security).

LETTER OF UNDERSTANDING – COMMITMENT TO IT TRAINING

During 2018 Collective Bargaining the Company and the Union discussed the Company's ongoing commitment to providing bargaining unit IT employees with training and development.

The Company and Union acknowledged that communications between Management and Employees regarding the training plan for current and future skill requirements at GSC is important.

LETTER OF UNDERSTANDING – DISABILITY CARRIER

It is important that there be good communications and cooperation between the Company, employee, Union and Disability Carrier. The most productive way to reduce the incidence of disputes is to further strengthen the disability management process, as well as communications. The Company and Union agree to work together to achieve this objective by:

1. The Company will ensure that employees who are facing a disability claim receive a package of information about their job and the Company's return to work program (i.e. willingness to accommodate restrictions or modification to support return to work) so that this information, along with disability claim forms, are provided to the doctor upfront.
2. The Company will advise the Union Chair about new disability claims and provide appropriate updates on continuing claims.
3. Employees will have the option of signing a 3-way consent that allows the Carrier to share information about the status of their disability claim with the Union Chair.
4. In cases where there are problems in relation to the timeliness or completeness of medical information the Carrier will immediately advise the Company, and the Union

where employee consent has been provided. The parties will discuss the situation and develop an action plan to ensure that the problem is resolved.

5. In cases where there is a problem with regard to a claim the Carrier will advise the Company and the Union where employee consent has been provided. The parties will discuss the situation and develop an action plan to ensure that the problem is resolved. Actions plans will include, as required, the following:

- Ensure the employee's doctor has a job description and/or a Physical Demands Assessment and is aware that workplace accommodations are available.
- Ensure that the medical information required by the Carrier is secured.
- Facilitate a discussion between the employee's doctor and the Carrier to ensure a full exchange of information, including a discussion between the employee's doctor and the Carrier's medical consultant where this is appropriate.
- The parties will discuss the employee's options, including appeals, and work together to expedite the agreed-upon process. As part of this process the Company may ask the Carrier to consider delaying the suspension of benefits until the expedited process is completed.

6. In any case where a claim has been denied or further payment will be ended the Carrier will advise the Company and the Union where employee consent has been provided. The Company shall request from the Carrier all documentation upon which it relied upon in denying the claim to provide copies of the same to the Union.

7. If the claim cannot be resolved to the satisfaction of all parties, it is agreed that an Independent Medical Examination (IME) can be used when there is conflicting medical opinions on file, conflicting medical opinions are on file that do not support the employee's stated symptoms or restrictions and limitations, or there are issues around diagnosis and where it is determined that an employee is not eligible for benefits by reason of the employee's inability to meet the definition of disability set out in the policy. Any report prepared by a physician conducting an IME will include a statement as to whether the employee is able to work, not able to work, or able to work with restrictions (which will be detailed). Unless the physician conducting the IME believes it would be medically contraindicated, they shall give a copy of their report to the employee. The insurer will review the IME report and reconsider its decision based on the recommendation outlined in the report of the IME. Subsequent reassessments of the claim may be required from time to time. The unavailability of modified work will not be a factor in terminating an employee's disability claim. The physician chosen to conduct the IME must be acceptable to the Company and the Union.

LETTER OF UNDERSTANDING – DRESS CODE

During 2018 collective bargaining the Company and the Union discussed the existing Professional Presentation (dress code) policy, and the mutual desire to review and determine an alternate approach regarding dress code protocols. The Company acknowledged that a review of the existing policy is in process and will be complete by the end of 2018.

AMENDMENT- MEMORANDUM OF SETTLEMENT

BY AND BETWEEN

GREEN SHIELD CANADA

AND

UNIFOR

LOCALS 240 & 673

The following constitutes a basis of settlement of all outstanding issues arising out of the current negotiations between the parties for a new Collective Agreement.

The attached amendments will form and become part of the new Collective Agreement subject to ratification by the respective parties.

This Collective Agreement will be effective from March 1, 2018 and will expire subject to the provisions of the Termination Article on February 28, 2021.

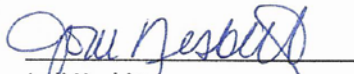
It is further agreed, that any clause not altered or amended in the course of negotiations will remain as is, from the prior Collective Agreement.

The parties agree to implement the amendments provided for in this Memorandum of Settlement upon ratification, unless specifically stated otherwise.

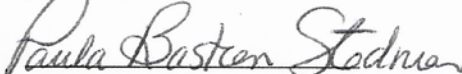
DATED at Windsor, Ontario this 28th day of February 2018.


Jack Robinson



Mila Lucio

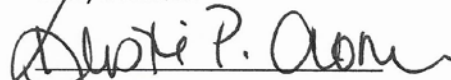

Jodi Nesbitt

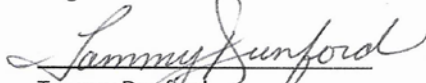

Julie Radlin

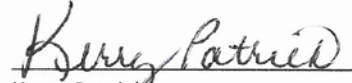

Paula Bastien Stedman

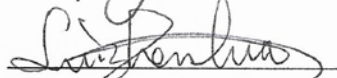

Cathy Morrison

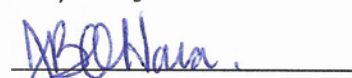

Angela Divitaris

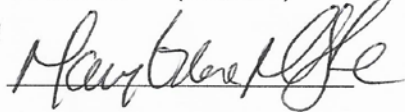

Kristie Cronin


Tammy Dunford


Kerry Patrick


Watson Liu (Local 673)


Jen Beaudrie-O'Hara


Mary Ellen McIlmoyle (Local 673)