

# **Collective Agreement**

Between

**Canon Canada Inc**

and

**United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and  
Service Workers International Union**

**Local 9185**

**Begins:**

**07/25/2005**

**Terminates:**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

- .01** The general purpose of this Agreement is to secure orderly **collective** bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union.

## ARTICLE 2 - GENERAL

### **.01** GENDER

Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.

- .02** Where the singular is used **throughout** the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural is applicable.

## ARTICLE 3 - RECOGNITION AND SCOPE

- .01** The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in Markham, save and except supervisors, persons above the rank of supervisor, office and sales staff and students employed during the school vacation period.

- .02** Should all or part of the existing operations (as at the date of ratification) of the Company in Markham be moved within **50 kms.** of the present location this Agreement shall be extended to cover such moved operation but **not** any other part of the Company's operation which shall be connected thereto.

- .03** Clause **.02** shall not cause bargaining rights to exist for or the application of this Agreement to extend to any new group of employees who become employees of the Company as a result of the acquisition of other companies or operations by the Company.

## ARTICLE 4 - MANAGEMENT FUNCTIONS

- .01** The union recognizes that the management of the Company and direction **of** the working forces are fixed exclusively in the Company, and without restricting the generality **of** the foregoing, the union acknowledges that it is the exclusive function of the Company to:

- (a)** maintain order, discipline and efficiency;
- (b)** hire, retire, assign, discharge, direct, evaluate, promote, demote, classify, transfer, layoff and recall and for just cause to suspend or otherwise discipline employees **subject to** the right of the employees to grieve to the extent and manner provided herein.
- (c)** determine the nature and kind of business conducted by the Company, the products to be manufactured, the services to be rendered, the kinds and **locations** of equipment and materials to be used, the process of manufacturing the engineering and design of its products, the control of materials and parts, the methods and techniques of work, the schedules of work, the standards of work performance, number of personnel to be employed, to make studies of and to institute changes in jobs and job **assignments**, the extension, limitation, curtailment or cessation of operations and to determine **all** other functions and prerogatives heretofore invested in and exercised by the Company except to the extent modified in this Agreement;
- (d)** make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

## ARTICLE 5 - STRIKES AND LOCKOUTS

- .01 The union agrees that there will be no strike, **slow-down**, work stoppage either complete or partial or other interruption or interference with operations during the term of this agreement. The Company agrees that there shall be no lockout by it during the term of the agreement.

## ARTICLE 6 - RELATIONSHIP

- .01 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees working hours except by agreement with the Company.

- .02 The Company shall introduce each new employee to his Union Steward and the Local Union President, who shall ~~be~~ allowed a one (1) hour Union orientation period once monthly with new employees in a suitable location on Company premises during the work day. Upon completion of a new employee's probationary period, the employee will be allowed one (1) day off, without pay, to participate in a Union seminar.

- .03 The Company agrees that the Local Union President or designate shall be allowed one (1) day per quarter, on the same day as the **pre-scheduled** Labor Management Committee meeting, to transact Union business."

- .04 The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised ~~or~~ practised by either ~~of~~ them or their representatives or members because of an **employee's** membership or non-membership in the Union or because of his activity or lack of activity in the Union.

- .05 The Company and the Union each agree that every employee has the right to equal treatment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, age, marital status, family status, handicap or sexual orientation.

### .06 FREEDOM FROM SEXUAL AND RACIAL HARASSMENT

- (a) The company shall maintain a working environment which is free from sexual and/or racial harassment.

- (b) For the purpose of this clause, "sexual harassment" includes:

- (i) Unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (ii) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (iv) Sexually oriented remarks **and/or** behaviour which may reasonably be perceived to create a negative psychological and/or emotional work environment.

- (c) For the purpose of this clause, "racial harassment" includes:

Engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the company supervisor, or a co-worker in the bargaining unit which disrespects or causes humiliation to a bargaining unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

- (d) In any arbitration case arising out of or relating to sexual or racial conduct, where an arbitrator finds that sexual or racial harassment has occurred and he/she determines that the action taken by the Company is inappropriate, then the arbitrator may at his/her discretion substitute a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority wages, etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees. The arbitrator may direct a transfer of the perpetrator without regard to his/her seniority.
- (e) The Company acknowledges and agrees that, for the purposes of a complaint alleging a break of Article 6.06, the Union's Sexual Harassment Complaints Counsellor or the Racial Harassment Complaints Counsellor, as the case may be, may service a complaint on behalf of a bargaining unit employee, instead of a Union Steward or member of the Union Grievance Committee.

### **ARTICLE 7 - UNION REPRESENTATION**

- .01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the presentation of grievances.
- .02 The Company agrees to recognise eight Union Stewards in total.
- .03 The Company shall be notified by the Union of the names of the Union Stewards and the areas, if any, they are representing and any subsequent changes made thereto. The Union shall also notify the Company of other Union Representatives in the Plant and their official capacity with the Union.
- .04 The Company agrees to recognise and deal with a Union Grievance Committee of not more than two employees plus the local Union President or Plant Chairman.
- .05 A Union Steward shall be allowed reasonable time off to attend grievance meetings provided for under the Grievance Procedure Article and which are scheduled during regular working hours, subject however, to first obtaining permission (which shall not be unreasonably withheld) from his immediate supervisor. Such time will include a reasonable allowance for preparation time prior to each grievance meeting, subject however, to first obtaining permission (which shall not be unreasonably withheld). A Union Steward shall receive his regular hourly rate for time lost during his regular working hours in connection with his attendance at such meetings.
- .06 Subject to the requirements of operations, if an authorized union official, not employed by the Company, wants to speak to a local union official employed by the Company about a grievance or other official union business which requires him to speak to the employee during working hours, he shall advise the Human Resources Manager or other designated representative of the Company. Permission to speak to the local Union Official in an appropriate place shall not be unreasonably refused.
- .07 (a) The Company agrees to recognize and deal with a Negotiating committee of not more than three employees plus the unit chairman or president, who shall be regular employees of the Company along with representatives of the International Union for the purposes of negotiating a renewal agreement
- (b) The Company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the committee is scheduled to meet with members of management.
- .08 The Company agrees to provide separate union bulletin boards in areas accessible to employees for the purpose of posting meeting notices and official union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit intended by this Agreement. All such notices must be approved by the Human Resources Manager prior to posting which permission shall not be unreasonably withheld.

### **ARTICLE 8 - UNION DUES**

- .01 The Company agrees to deduct Union dues, where applicable, initiation fees and assessments on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's constitution.
- .02 All dues, initiation fees and assessments shall be remitted to the Union no later than fifteen days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario M5W 1V7. The remittance will be accompanied by a completed form R-115. A copy of the dues remittance form R-115 will also be sent to the Union Office designated by the area coordinator.
- .03 The monthly remittance and the form R-115 shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount of dues deducted for the month. Such statement shall also list the names of employees from whom no deductions have been made.
- .04 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- .05 The Company agrees to record the total dues deductions paid by each employee on their annual T-4 slip.

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- .01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- .02 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor or in the case of a policy grievance, the Union, first became aware or ought to have become aware of the alleged violation of the Agreement.
- .03 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has given his immediate supervisor an opportunity to adjust the complaint.
- .04 If, after registering the complaint with the supervisor and such complaint is not settled within five (5) working days, then the following steps of the Grievance Procedure may be invoked:

The employee or a Steward may present the grievance to the employee's Department Manager. The grievance shall be in writing on a grievance form provided by the Union and shall include the nature of the grievance, the remedies sought and the provisions of the agreement which are alleged to have been violated. The Department Manager shall hold a meeting with the grievor and the Steward within five (5) days of the Manager receiving the grievance. The Department Manager shall deliver his decision in writing within five (5) days following the grievance meeting. Failing settlement at this step:

**Step #2**

Within five (5) days after the decision in which Step#1 is given or ought to have been given, the grievance may be submitted to the Manager, Human Resources or his designate. A meeting will then be held between the Department Director, or his designate and such others as may be chosen by him not to exceed three (3) in number and the grievor and the grievance committee (not to exceed three (3) in number). Such meetings shall be held within five (5) days of submission of the grievance at Step#2 unless extended by agreement of the parties. The Field Staff Representative of the Union may be present if requested by either party. The decision of the Director, Service or his designate shall be delivered in writing within seven (7) days following the date of such meeting.

- .05** It is agreed that a grievance arising directly between the Company and the Union shall be originated under Step #2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the employee grievance procedure shall not be thereby by-passed.
- .06** Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step#2 and the time limits set out with respect to that Step shall appropriately apply.
- .07** Time limits after the grievance is initiated and before going to arbitration shall be considered directory and not mandatory. Any time limit may be extended by mutual written agreement. "Days" in this Article means working days.

**ARTICLE 10 - ARBITRATION**

- .01** If there is no settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) days after the decision under Step 2 is given or ought to have been given the grievance shall be deemed to have been abandoned.
- .02** The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator selected on a rotating basis from the following arbitrators:
- Gerald Charney  
Ross L. Kennedy  
Owen B. Shime
- .03** The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. If an arbitrator is unable to hear a grievance within 90 calendar days after the grievance has been referred to him then either party may elect in writing to proceed to the next arbitrator on the list.
- .04** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- .05** The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- .06** The decision of the Arbitrator shall be final and binding on the Parties and the employee or employees concerned.

## **ARTICLE 11 - DISCHARGE AND DISCIPLINARY ACTION**

.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two (2) of the Grievance Procedure within five (5) working days after the employee receives notice that he has ceased to work for the Company or is suspended.

Such special grievance may be settled by:

- (a) confirming the management's action to discharge or suspend the employee, or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (c) any other arrangement which in the opinion of the Parties or the Arbitrator is just and equitable.

.02 In the event an employee is to be suspended or discharged, the Company agrees to inform the Local Union President or designate to discuss the suspension or discharge.

.03 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Representative if available on site. Such discipline will be in writing, with a copy given to the Union. Any disciplinary warnings shall be withdrawn from the employee's file after a period of twelve (12) calendar months from date of issue and any notations of suspensions without pay shall be withdrawn after a period of eighteen (18) calendar months from the date of issue provided, in both cases, that there has been no further similar disciplinary action taken by the Company during the intervening period(s).

.04 No grievance may be submitted or accepted concerning the discharge or discipline of a probationary employee.

## **ARTICLE 12 - SENIORITY**

### **12.1. COMPUTATION**

.01 The seniority of an employee shall be lost and his employment automatically terminated for any of the following reasons:

- (a) he quits his employment;
- (b) he reaches age 65;
- (c) he is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;
- (d) he does not work for the Company for a period of twenty-four months;
- (e) if absent without permission for three (3) consecutive working days without notifying the Company, unless the employee is able to provide the Company with satisfactory reasons for the absence and failure to notify the Company;
- (f) the employee overstays a vacation or a leave of absence without securing the extension of such leave of absence or vacation from the Company, unless satisfactory reasons are provided to the Company for the failure to return and failure to contact the Company to secure the extension;

- (g) he is recalled to work but **fails** to return within fifteen (15) calendar days of mailing of notification to return. Such mailing shall be by registered mail to the last address of the employee that the Company has on its files for that employee:
  - (h) he fails to return to work after a medical absence as soon as possible after he is fit to resume his duties;
  - (i) the employee works for another employer while on a leave of absence, unless permission has been granted in writing, to the employee to do so.
- \* Subject to the **provisions of** the Ontario Human Rights Code and Workers' Compensation Act of Ontario

**.02** Subject to clause **.01** above, seniority shall be maintained and accumulated during:

- (a) absence due to layoff, sickness and accident and
- (b) authorized leave of absence

**.03** Seniority for two (2) employees with the same start date, the employee number in ascending order will govern for the purposes of determining who is more senior.

**.04** Seniority as referred to in this agreement shall mean length of continuous service within the bargaining unit and shall prevail on a bargaining unit wide basis. Seniority shall be considered per the applicable contractual language regarding the filling of job **postings**, vacations, **layoffs** and **recall** as set out in other provisions of this agreement. An employee shall not have any seniority and shall be considered a probationary employee until he has completed **60** days worked within any six (6) consecutive calendar months. The Company may discipline or discharge a probationary employee in its sole discretion for any reason during the probationary period.

**.05** The Company will prepare a seniority list quarterly, a copy of which will be posted on the bulletin boards and a copy will be provided to the Union. Such list will include the employee's name, his present classification, service date, and seniority date with the Company. Ten (10) working days after the posting, the list will be deemed to be conclusive.

**.06** The Company will provide the Union monthly with its official printout of new hires, recalls from layoff, **layoffs**, **terminations** and leave of absence **status** during the preceding month.

**.07** Employees promoted to supervisory or other positions which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and **should** such employees decide to return to the bargaining unit or are returned by the Company during the six (6) months period, they shall be **returned** to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining **unit** once the **six** (6) month period has expired, other than **as** a new employee.

## **12.2. PROMOTIONS AND VACANCIES - T.R. CLASSIFICATIONS**

**.01** In cases of filling **permanent** vacancies in the Field Specialist, Shop Specialist, Integrated Product Specialist and Tech. Specialist classifications the Company will consider the following factors:

- (a) Skill and Efficiency:
- (b) Ability to perform the requirements of the classification: and
- (c) Seniority

Where, with respect to skill, efficiency and **ability**, applicants are relatively equal, seniority will govern.

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**.02** Successful applicants will be afforded a training period in their new classification of not less than three (3) and not more than six (6) months.

**.03** (a) Permanent vacancies in the TR classifications set out in 12.2.04 (b) below, will normally be filled by progression of trainees within the applicable classification.

(b) Entry Level

Employees in other bargaining unit positions who satisfy the requirements for entry to the trainee level in any TR speciality shall upon written request be provided with the first opportunity to be considered for such program. If more employees so request than there are positions available, the employee with the greatest seniority will be given the first opportunity.

(c) Accelerated Entry Level

Employees in other bargaining unit positions who have completed stages of training equivalent to stages of training stipulated for a particular TR speciality and meet all other requirements relevant to a specific level in the progression of a classification, may apply in writing for accelerated entry, at the first available opportunity, into the classification. Employees thus entering the classification will thereafter be advanced in the progression (12.2.04 (b) below) commencing from the level at which they entered the classification.

(d) Advanced Entry Level

Notwithstanding the other provisions of this Agreement, external applicants who have completed stages of training equivalent to stages of training stipulated for a particular TR and are assessed to have equivalent standing in meeting all other requirements relevant to a specific level in the progression of a classification, may, in the event, of a vacancy, be hired directly into the appropriate level. Employees thus entering the classification will thereafter be advanced in the progression (12.2.04 (b) below) commencing from the level at which they entered the classification.

(e) An employee hired into an advanced entry level will serve the normal probationary period but will not be confirmed at the TR level until the Company has assessed that the employee has met all the requirements of the level. Such assessment of the employee will take place no later than ~~six~~ (6) months following the date of hire.

(f) In the event of the employee being unable to meet the requirements of the advanced entry level into which he has been placed, the Company may elect, at any time within the first six (6) months of employment, to assess the performance of the employee and place the employee at a TR level appropriate based on the assessment.

**.04** Progression

(a) Progression of an employee at the maximum time interval shall be automatic, subject to the employee, over a reasonable period of time meeting the Company's standards of knowledge and performance, which standards must be determined by the Company in good faith and issued to the employee.

(b) The employee may be eligible for progression at accelerated time intervals within each level, but the maximum times are as stated below:

<u>Classification</u>	<u>Progression Time Intervals</u>
	maximum time interval
Trainee	6 months
TR1	11 months

TR2	9 months
TR3	9 months
TR4	16 months
TR5	no maximum

- (c) To be eligible to apply for progression at accelerated time intervals, an employee must consistently meet the Company's **pre-requisite** standards of knowledge and performance relevant to the new level and relevant to the job training to be provided at the new level.

### 12.3. VACANCIES • NON-TR CLASSIFICATIONS

- .01 In cases of filling permanent vacancies in the **Shipper/Receiver** classification, the Company will consider the following factors:

- (a) Skill and efficiency;
- (b) **Ability** to perform the requirements of the classification; and
- (c) Seniority

Where, with respect to skill, efficiency and ability, the applicants are relatively equal, seniority will govern.

- .02 In cases of filling permanent vacancies in other **non-TR** classifications (not covered in 12.3.01 above) seniority shall govern provided the Company may pass over an **employee** who does not have the ability to perform the work.

### 12.4. JOB POSTING

- .01 Announcements of opportunities for all permanent vacancies in new or existing classifications in the bargaining unit will be posted on the bulletin boards for a period of at least ten (10) working days.

Employees desiring consideration in the filling of the job vacancy shall **signify** their desire by signing the job notice during the period in which it's posted, or, in the event that this is impossible, by contacting the Manager of Human Resources or his designate.

- .02 If the successful applicant declines a posted position **which** has been offered to **him** or the successful applicant does not, after being awarded the job, meet the requirements of the position or after a sixty (60) day period in the position wishes to return to his previous classification, the employee shall **be** returned to his previous position and the Company shall not be required to consider his application for such position for a period of nine (9) months **from** the time of his return to his previous classification.

- .03 If no eligible employee applies or if no applying employee is qualified for the position, the Company may **fill** the vacancy by other means including outside hiring.

- .04 An employee who is bypassed in favour of an employee with less seniority to **fill** a vacancy shall be granted on request an interview as to the reasons why he was not selected. In any **internal** competition for a vacancy, the successful applicant's name shall be posted on the appropriate bulletin board.

- .05 The Company will endeavour to finalize an internal competition for a vacancy and post the **name/s** of the successful **applicant/s** within **thirty (30)** calendar days from the posting expiry date. In cases where this is not practical, the **Company** will advise the union of the anticipated conclusion date of the job posting process. In any event, any successful applicant will be awarded the classification within sixty (60) calendar days.

**12.5. LAYOFF, RECALL FROM LAYOFF - ALL CLASSIFICATIONS**

- .01** In cases of layoff and recall from layoff seniority shall govern provided the **employee(s)** remaining in the classification have the ability to perform the available work.
- .02** Notwithstanding the above provisions, it is agreed that employees in a technical representative classification (**TR** classification) shall not be deemed to have bumping rights with respect to **non-TR** classifications except those jobs defined in Appendix A attached as "entry level" non **TR** jobs and provided any employee attempting to exercise such right has the ability to perform the work without training. It is agreed further that employees in **non-TR** classifications shall not be deemed to have bumping rights with respect to **TR** classifications except those defined in Appendix A attached as "entry" level **TR** jobs and provided any such employee attempting to exercise such right meets the requirements of the particular classification.
- .03** If a layoff or layoffs results or would result in the layoff of all Local Union **Officers**, the senior Local Union Officer shall be retained, notwithstanding his seniority, and provided he is able to perform available work. "Local Union Officer" means President or Plant Chairman, Vice President or alternate to the Plant Chairman and Chief Steward.
- .04** Notice of Layoff -
- (a) When there is a reduction in the work force, employees shall be given one **(1)** week's notice in advance of the layoff or pay in lieu thereof. The layoff shall commence at the end of the employee's shift on Friday.
- (b) The Union shall be notified at the same time of the proposed layoff, its extent and expected duration.
- (c) The provisions of this clause **12.5.04** shall not apply to layoffs of short duration caused by events beyond the control of the Company such as natural disasters.
- .05** The provisions of this Seniority Article shall not apply to layoffs of **1** full shift or less.
- .06** In the event of a lay-off, the provisions of Article **12.5** are not deemed to confer the right of an employee to bump an employee in a posted position of a higher level standing.

**ARTICLE 13 – VACATIONS**

- .01** An annual vacation with pay shall be granted to each employee entitled thereto according to the following schedule and the following vacation pay:
- (a) Employees who have completed less than one year of full-time continuous service as of the previous December 31<sup>st</sup> shall be entitled to a vacation in the amount of one **(1)** day for each month of service (maximum **10** days) calculated from the day of hiring to December 31" together with vacation pay of four percent (4%) of salary earnings (exclusive of premiums and bonuses) during such **12** month period:
- (b) Employees who have completed ten (10) or more full calendar months continuous service as of December 31 in any year shall be entitled to a vacation of **two** weeks together with regular pay;
- (c) Employees who have completed more than five (5) years of continuous full time service in any one year but less than ten (10) years shall be entitled to a vacation of three (3) weeks together with regular pay;
- (d) Employees who have completed more than ten (10) years of full-time continuous service in any one year shall be entitled to a vacation of four (4) weeks together with regular pay.

- .02 Employees will be **entitled to full** vacation time pursuant to clause **13.01** whether their employment during the previous year was active or inactive. However, in order to be entitled to full vacation pay pursuant to clause **13.01(b), (c), (d)**, such employee must have worked **twenty-six (26)** weeks in the previous calendar year. Employees working less than **twenty-six (26)** weeks in the previous calendar year shall have their vacation pay prorated. In determining entitlement to vacation pay, time on maternity leave and parental leave shall be considered to be time worked.
- .03 There shall **be** no carry over of vacation from one (1) vacation year to the next except in extenuating circumstances in which case prior approval must **be** obtained in writing from management. Such approval shall not unreasonably be withheld. The request to **carry** over vacation into the following vacation year must outline the reasons and vacation dates requested.
- .04 Where an employee leaves the employ of the Company, the Company shall for each week of vacation entitlement pay as vacation pay two percent (2%) of gross earnings from the previous January 1<sup>st</sup> less any amount of vacation pay previously paid for that period.
- .05 The Company shall request and employees must submit vacation preference, if any, no later than **April 1<sup>st</sup>** for vacations in that calendar year. Where an employee requests a specific vacation period, the Company shall confirm or deny, in writing such request by May 1<sup>st</sup>. Where, in scheduling vacations in accordance with ~~the~~ foregoing, conflicts arise as to choice of vacation times, consideration shall **be** given to respective length of service, and the efficiency of operations in the final determination of a vacation schedule.
- .06 In the year an employee becomes eligible for additional vacation in accordance with **13.01 (c), 13.01 (d)**, such vacation is considered earned and may be taken from the date of the employee's **fifth** or 10<sup>th</sup> anniversary.
- .07 Vacation pay for each week of vacation entitlement shall be the greater of regular pay continuation or two percent (2%) ~~of~~ the employee's gross earnings (less car allowance and clothing allowance) in the preceding calendar year.
- .08 Employees are entitled to a bonus one (1) week vacation (paid at five (5) days' regular pay) to be taken within twelve (12) months following the date on which they obtained **fifteen (15)** or twenty (20) or twenty-five (25) years' service. The employee can elect within this period to take the cash equivalent in lieu of the bonus vacation.

## **ARTICLE 14 -HOLIDAYS**

- .01 Employees shall **be** entitled to the following holidays with pay:
- New Year's Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day
  - Two **Additional** Days (see clause 14.06)
- .02 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at the employee's regular straight time hourly rate of pay.
- .03 In order to qualify for holiday pay, the employee must work his full scheduled hours of work on his work day immediately preceding and immediately following the holiday unless excused by the company or the employee was absent due to:

- (a) regularly scheduled vacation:
- (b) an employee's regularly scheduled day off;
- (c) an authorized leave of absence or an illness or accident (established to the satisfaction of the Company) which absence lasted for a period of at least three (3) consecutive days, including the qualifying days.

.04 In the event that any of ~~the~~ above holidays fall on a Saturday or Sunday, the Company agrees to schedule another day ~~off~~, with pay, in lieu of the holidays set out above.

.05 Where an employee is required to perform work on one of the abovementioned holidays, he shall be paid time and one-half his regular straight time hourly rate for all hours worked in addition to another day off with pay in lieu of the **holiday** as set out above.

.06 The Company will during each twelve (12) month period, schedule two (2) additional holidays, or four half days in lieu thereof, and such additional time ~~off~~ shall not be a premium day under para 5. The Company will notify the Union ~~of~~ the dates selected for the two (2) additional holidays.

.07 When any holiday is observed during an employee's scheduled vacation period he shall receive holiday pay as provided in clause **14.02** above and shall be granted an additional day ~~off~~.

.08 If an employee does not successfully complete his probationary period, any holiday pay which he has received during his employment pursuant to this Article, will be reimbursed to the Company and deducted from his last pay cheque.

.09 The Company will issue a schedule of holiday dates for the calendar year, prior to March **1st** that same year.

### ARTICLE 15 - HOURS OF WORK

.01 The standard work week for all employees shall be **36.5** or **37** hours per week (exclusive of lunch periods) as set out in Appendix B. Nothing in this Article shall be considered as a guarantee of the hours of work per day or the days of work per week. The present normal departmental starting and finishing times as set out in Appendix B may be varied by up to one ~~hour~~.

.02 Authorized hours worked in excess of **36.5** or **37** hours per week or **7.5** hours per day as the case may be, shall be compensated at time and one half (**1.5x**) the employee's regular straight time hourly rate. Such authorized excess hours worked on a Sunday shall be compensated at two times (**2x**) the employee's regular straight time hourly rate.

.03 There shall be no duplication or pyramiding of hours of work for the purpose of computing overtime or other premium payment.

.04 Shop and inside warehouse employees shall continue to be allowed a controlled fifteen minute rest period during each half shift and a five minute wash up period at the end of the shift. Outside service employees may, subject to the requirements of service, continue to take a break not in excess of 15 minutes in each half shift.

.05 Employees working overtime for three (3) or more hours will be permitted a thirty (**30**) minute paid meal break at some time during such three (3) hours.

.06 In distributing overtime work the Company will endeavour to follow the principle of distributing such work as equitably as possible among those normally performing the work in the department or territory. as the case may be, subject to the following:

- (a) the Company shall assign customer service work to be performed on an overtime basis to the first Tech Rep. in the territory who normally performs such work who calls in or is contacted after Company dispatch is authorized to assign the overtime;
- (b) a senior employee may decline an overtime opportunity if a junior employee who normally performs such work in the territory or department, as the case may be, is readily available to perform such work,
- (c) this clause 15.06 shall not apply to any overtime of an employee resulting from work commenced by such employee during normal working hours;
- (d) if an employee is not provided with the opportunity to work overtime as set out above such employee shall be given the opportunity to do so as soon as practicable.

.07 A shift premium of 10% of the employee's regular wage rate shall be paid for all hours worked on the afternoon shift. An afternoon shift is one that starts on or after 12 noon Monday to Thursday and 11.00 am. on Friday.

.08 Shift premiums and overtime premiums shall not be pyramided, that is employees who work overtime in conjunction with a shift which attracts a shift premium shall be entitled to both premiums but not calculated one on top of the other.

### ARTICLE 16 - LEAVES OF ABSENCE

.01 The Company may in its discretion grant leave of absence without pay or benefits for legitimate personal reasons. Requests for such leave shall be made in writing to the applicable Department Manager stating the reasons for such request and the proposed duration of the leave at least two (2) weeks in advance of the commencement of the leave except in cases of emergency.

.02 The Company will grant an employee leave of absence without pay or benefits for up to one (1) year to work in an official capacity for the Union provided such request is made by the employee and the Union in writing at least one (1) month in advance of the commencement of the leave.

.03 Subject to the requirements of operations, the Company shall grant casual leave of absence without pay or benefits to employees to attend Union conventions or seminars for not less than one (1) day or more than fourteen (14) consecutive calendar days provided a written request for such leave in each case is made by the Union to the applicable Department Manager at least fifteen (15) working days in advance. A maximum of sixteen (16) of the person-days leave shall be granted with continuation of pay for employees attending Union educational seminars.

.04 The Company agrees when requested in writing by the Union to continue the pay benefits of an employee absent from work pursuant to clause 16.03. The Union shall immediately reimburse the Company for such payment upon receipt of a statement from the Company showing the amount owing for such pay and benefits. The Company will only charge back benefits for individual leaves in excess of five (5) working days. The provisions of 16.04 will also apply to leaves of sixty (60) calendar days or less granted under 16.02.

.05 Maternity and Parental leave shall be granted in accordance with the terms set out in the Employment Standards Act. as amended. Where a medical condition arising from her pregnancy so requires, an employee may obtain an extension of her maternity leave without pay or benefits for a further period not exceeding three (3) months provided that within two (2) weeks from such condition arising the employee provides the Company with the certificate of a legally qualified medical practitioner stating that she is not able to perform her regular duties because of such condition and the expected duration of the incapacity. In scheduling the return of an employee following an approved Maternity or Parental leave, the Company will make every reasonable effort to assign the employee to a similar position within the same territory he/she was assigned to prior to the leave.

- .06** An employee may be required by the Company to substantiate the medical reasons of any absence. In any relevant case, the company may also require an employee to provide medical information with respect to the condition in question. Normally the Company will rely upon a report written by a physician of the employees choosing. Where however, the company has reason to seek further **information** specifically with respect to his fitness to perform the assigned work, it may require the employee to authorize the release of such information and attend at physician mutually agreed by the Company and the patient's physician.

### **ARTICLE 17 - BEREAVEMENT**

- .01** In the event of a death in the immediate family an employee will be granted up to three (3) consecutive working days leave of absence for compassionate reasons, commencing with the date of death and concluding with the day following the funeral. Such leave shall be without loss of pay from regular earnings. Immediate family shall mean spouse, spousal equivalent, child, step-son, stepdaughter, parent, **step-mother**, step-father, sibling, step-sister, **step-brother**, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.
- .02** In the event of the death in the immediate family of a spouse, spousal equivalent, child, parent, **step-son** or stepdaughter. siblings, the three (3) consecutive days leave of absence will be increased to five (5) consecutive days leave, for the purpose of arranging for and attending the funeral, subject to the provisions of 17.01 above.
- .03** In the event of a death during an employee vacation, then the employee's vacation will be extended to include the bereavement leave or the days off scheduled at a time agreed to by the Company.

### **ARTICLE 18 - JURY AND WITNESS D U N**

- .01** An employee shall be granted leave of absence with pay at his regular **hourly** rate, for the normally scheduled number of hours the employee would regularly have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown or as a subpoenaed witness in a court proceeding. Provided that the employee shall reimburse the Company to the full amount of jury pay **or** witness fees excluding the expense allowance received by him.

### **ARTICLE 19 - CALL-IN AND STANDBY PAY**

- .01** Where an employee is called in to work outside his regularly scheduled working hours, he shall receive time and one half (1.5x) his regular straight time hourly rate for all hours so worked with a minimum guarantee of three (3) hours pay at time and one half (1.5x) except to the extent that such three (3) hour period overlaps or extends into his regularly scheduled working hours. In such a case, the employee shall receive one and one half his regular straight time hourly rate for actual hours worked up to the commencement of his regularly scheduled working hours.

.02 Where an employee is required to remain available by telephone or other device provided by the Company so that he/she may be called in outside his/her regularly scheduled working hours he/she shall receive:

**Weekdays:**

Between the hours of 5:00 PM to Midnight \$6.25 for each hour required to standby.

Between the hours of Midnight to 8:30 AM - \$7.25 for each hour required to standby.

**Weekends and Statutory Holidays**

Between in hours of 8:30 AM to Midnight - \$7.25 for each hour required to standby.

Between the hours of Midnight to 8:30 AM - \$8.25 for each hour required to standby.

For the purpose of this article weekdays are from 12:01 AM Monday to Midnight Friday. Saturday, Sunday, and Statutory Holidays begin at 12:01 AM and end at Midnight.

.03 Where an employee is called in to perform a service call outside his regularly scheduled working hours, the Company will pay the employee half an hour (1/2) travel time for the return trip home except to the extent that such service call overlaps or extends into his regularly scheduled working hours.

**ARTICLE 20 - REPORTING ALLOWANCE**

.01 If an employee reports for work on his regular shift, without having been notified prior to three (3) hours before the commencement of his shift not to report, he will be given at least four (4) hours work at his regular rate of pay or, if no work is available he will be paid the equivalent of four hours at his regular rate of pay in lieu of such work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

**ARTICLE 21 - SAFETY AND HEALTH**

.01 The Company and the Union agree to maintain the highest standards with respect to health, safety and the environmental concerns in order to prevent occupational illness and injury within the workplace. In this regard, the parties agree that their respective representatives shall act in a co-operative and responsible manner so as to further the health, safety and environmental needs of the workplace and its workforce.

.02 The Company and Union shall maintain a Joint Occupational Health and Safety Committee consisting of not more than four (4) members elected or appointed by the Union and not more than four (4) members appointed by the Company. The Committee shall be co-chaired by one union representative. The Company further agrees that there shall be two (2) certified worker representatives of whom one (1) shall be the designated person and the other will be designated in the event that the designated person is not at work.

.03 The Company shall post the names and the work locations of the Committee members. The names shall be posted in a conspicuous place or places where they are most likely to come to the attention of the workforce.

.04 The Joint Occupational Health and Safety Committee shall meet once per month, and shall have as its primary purpose, the prevention of accidents, the elimination of unsafe working conditions, and the prompt investigation of the nature and cause of accidents or injury including review of the status of W.S.I.B claims in process or pending. The Company agrees that the responsibility of the Joint Occupational Health and Safety Committee includes review of formal occupational health and safety training developed for bargaining unit employees. Minutes of all meetings shall be kept.

Prior to the regular monthly meeting, the Committee shall inspect the workplace for the purpose of identifying hazardous conditions or unsafe practices.

Members of the Committee shall be permitted up to one (1) hour preparation time, with no loss of pay or benefits, prior to each monthly committee meeting. The schedule of such preparation time will be mutually agreed.

The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the workplace.

Reports of all inspections performed under this article as well as information relating to workplace accidents and occupational illness claims shall be made available to the Joint Occupational Health and Safety Committee.

The Company also agrees to make available to the Committee, M.S.D.S information including the trade name and or technical description (including chemical analysis if available) of relevant compounds and substances used in the workplace.

.05 Where an employee, after he/she has commenced work, is injured in the performance of his/her duties, he/she shall, to the extent that he/she is required to stop work and receive treatment, be paid for wages for the remainder of his/her shift. If necessary, the Company will provide or arrange for suitable transportation for the employee to the doctor or hospital and back to the Plant and/or to his/her home as is necessary. If it is necessary because of such accident for an employee to receive medical treatment subsequent to his/her return to work, he/she shall be paid for any time lost from regular working hours to attend such appointment. This provision will apply to partial shifts only where it is not possible to arrange such medical appointment outside of regular working hours. Information concerning such medical services available will be maintained on file by Human Resources in order to assist an employee to arrange such medical appointment outside of regular working hours.

.06 Employees required to wear safety shoes in the performance of their work, will be entitled, subject to proof of purchase, to an allowance of \$120.00 towards the purchase of one (1) pair of safety shoes per year.

.07 The ongoing functions of the committee will be guided by the terms of reference as may be amended from time to time by mutual agreement between the parties.

.08 EMPLOYEE DISABILITY

In the event that it has been determined that an employee is temporarily or permanently unable to perform his/her regular work due to age, disease or injury, the Company and Union will meet to discuss a plan of accommodation (i.e. reclassification to available work for which the employee is qualified and physically able to perform). In making any accommodation it is understood that the seniority provisions of the collective agreement may be disregarded except that such incapacitated employee shall not be assigned to take over a job occupied at the time by another employee.

.09 The Company agrees to allow one certified worker representative the day off with pay to participate in the National "Day of Mourning" ceremonies sponsored by the Union.

.10 RIGHT TO REFUSE UNSAFE WORK

The Company acknowledges that employees have the right to refuse unsafe work subject to, and in accordance with the provisions of the Occupational Health and Safety Act, RSO 1990 as amended.

The Union acknowledges that the right to refuse unsafe work is to be exercised in a responsible and good faith manner and agrees that the procedures set forth in the Occupational Health and Safety Act, RSO, as amended, will be followed.

### ARTICLE 22 - WAGE RATES

- .01 On July 25, 2005, the employees in classifications set out in Appendix C and Appendix D, will receive a general wage increase of 3.0% of his/her current rate.
- .02 On July 25, 2006, the employees in classifications set out in Appendix C and Appendix D, will receive a general wage increase of 3.0% of his/her current rate.
- .03 The Company will endeavour to pay employees bi-weekly on Friday by cheque or bank deposit
- .04 The Company will make arrangements to ensure that payments of \$200 or more, made through payroll (excluding regular pay, allowances, overtime) will be paid as separate payments.

### ARTICLE 23 - PAY FOR TEMPORARY ASSIGNMENTS

- .01 An employee temporarily assigned to work in the classification carrying a higher rate of pay than the classification from which he was assigned shall receive such higher rate of pay provided the time spent in the new classification is one (1) hour or more in which event the higher pay shall be from the first hour.
- .02 An employee temporarily assigned to work in a classification carrying a lower rate of pay than the classification from which he was assigned shall be paid:
- (a) where such transfer is due to lack of work, he shall be paid the rate of the classification to which he is assigned;
  - (b) where such transfer is at the convenience of the Company, he shall continue to be paid at the rate applicable to the classification from which he was assigned.

### ARTICLE 24 - VEHICLE ALLOWANCE

- .01 If the Company requires an employee to use his motor vehicle in connection with his work, an allowance shall be paid on the following basis:
- (a) In respect of an employee using his vehicle regularly (currently Field Service Techs) a monthly allowance of \$580.00 plus 11¢ per kilometre of business use. Effective July 25, 2006, the monthly allowance will increase to \$588 plus 11¢ per kilometre of business use. In consideration of this allowance the employee shall provide for his/her daily use a suitable vehicle taking into account the allowance and the assumptions on which it is based. Effective January 01, 1995, business use will include travel to and from work with the exception of Technical Specialists who, effective October 1, 2003 may only claim daily business kilometres in excess of the round trip kilometres from home to office, office to home.
  - (b) In respect of an employee who is required to have a vehicle available, if so notified, not later than the preceding work day (currently Shop Techs. and Electro-Mechanical Technicians) the Company will pay 37¢ per kilometre (or applicable corporate rate if higher) plus parking when the employee's own car is used for business.
  - (c) Vehicle allowance will cease in the following circumstances:
    - (i) In the event that the employee's regular work changes and the use of a vehicle, per 24.01 (a) above, is no longer applicable, except for the duration of a temporary assignment.
    - (ii) For the duration of an approved leave of absence granted in accordance with Article 16.01.

(iii) In any event when the employee ceases to be **actively** working and on the Company payroll, except when this is as a result of sickness or injury or occupational **injury/disability**, in which case the allowance will continue for a maximum of seventeen (17) weeks.

.02 Clause **24.01(a)** will be modified to allow the employees who are currently, as at the date of ratification, receiving an annual allowance in lieu of the calculation set out in **24.01 (a)** to be grandparented and to continue to receive the annual allowance in lieu of the allowance set out in Clause **24.01 (a)**. Grandparented employees who continue to receive the annual allowance will receive the amount of **\$8500.00** per year (payable by **26 bi-weekly** payments of **\$326.92**) in lieu of the allowance set out in Clause **24.01 (a)**. Such grandparented employees may elect to change to the other system of calculation set out in Clause **24.01 (a)** from which point any rights to return to the grandparented basis of calculation will cease.

.03 Quarterly adjustment of **km.** rate based on revised data. Revised data sheet outlining the new **km.** rate to be provided to the union on a quarterly basis.

.04 In recognition of accelerated depreciation, business kilometres in excess of **32,000** will be reimbursed at an additional twelve (**12**) cents per kilometre, based on the total business kilometres paid in the calendar year.

### **ARTICLE 25 - CLOTHING ALLOWANCE**

.01 In consideration of an employee in a **TR** classification (except trainees) being required to comply with the Company's Dress Code, in addition to the hourly rates set out in Article **22**, an employee shall receive for each month worked an allowance equivalent to **\$35.00 bi-weekly**..

.02 In consideration of employees in the classifications of parts clerks, parts co-ordinators being required to comply with the Company's Dress Code, such employees shall receive for each month worked the current clothing allowance.

.03 In consideration of employees in the classification of warehouse labourers being required to comply with the Company's Dress Code, such employees, effective January 1, 1995, shall receive for each month worked the current clothing allowance.

.04 The parties agree that employees who are supplied with a uniform by the Company will not be paid the clothing allowance. However, in the event that the Company ceases to supply the uniform, then such employees, who were covered under the CBA effective July, 2005, will be paid the clothing allowance.

### **ARTICLE 26 - INSURED BENEFITS**

#### **01 Eligibility and Participation**

All **permanent** employees who have completed the sixty (60) working day probationary period are eligible and required to join the Company **Benefit** Plan. Participation in the Dental Care Plan, however, will take effect only **after** the employee has completed twelve (**12**) months of continuous service.

#### **02 Contribution**

(a) The Company shall contribute **100%** of the premiums for Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Plan and Dental Plan.

(b) The Company shall contribute the full cost of the Short Term Disability Plan.

(c) The employee shall contribute, by payroll deduction, the **full** cost of the Long Term Disability **Plan**.

.03 Summary of Benefits

The following benefit descriptions are in summary only. The full extent of the coverage and the terms and provisions of the plans are contained in the insurance carriers contract.

- (a) Life Insurance - One times (1x) Regular Earnings
- (b) Accidental Death and Dismemberment - One times (1x) Regular Earnings
- (c) Extended Health Plan  
semiprivate hospital coverage 100% no deductible  
prescription drugs, 100% reimbursable subject to an annual deductible of \$25 per employee and an additional \$25 per family.  
vision care, \$200 each 24 months (12 months if under age 18).
- (d) Dental Care Plan  
deductible, \$25 per employee and an additional \$25 per family  
routine and preventative treatments 100% reimbursable  
major dental treatments, 80% reimbursable  
expenses re'mbursed are limited to the ODA current schedule of fees  
dental expenses are subject to a limit of \$2000 per calendar year per employee
- (e) Short Term Disability (Effective January 1, 1991)  
commences from the 8th consecutive day of disability due to accident or sickness  
maximum period of disability during which benefit is payable - 17 weeks  
bi-weekly benefit, 66 2/3% of base salary
- (f) Low-Term Disability Insurance  
commences following 17 weeks disability  
monthly benefit 66 2/3% gross earnings to a maximum of \$3000.00  
based on current legislation, the premiums being paid by the employee, renders the benefit non-taxable
- (g) Optional Spousal Life Insurance  
Will be available to employees at their expense in \$10,000.00 increments to a maximum of \$100,000.00

.04 Present employees not members of such Plan shall be provided with the opportunity once in each twelve (12) month period to join the Plan.

.05 Retirement Savings Plan

- (a) It is agreed that the application of the Company-wide retirement savings plan for employees shall continue to apply to eligible bargaining unit employees on the active payroll in conformity with their general application throughout the Company as amended from time to time during the currency of the collective agreement and subject to the terms and conditions of the plan. The application of the plan shall also be subject to the payment by eligible employees of any contribution through payroll deduction.
- (b) While the application of the retirement savings plan to employees may be the subject of a grievance (if the benefits of the Plan are improperly withheld), it is understood and agreed that the plan does not form part of this collective agreement and is not itself subject to the grievance procedure or arbitration.

**ARTICLE 27 – SICK LEAVE**

.01 Effective January 1, 2002, and on each anniversary thereafter an employee who has completed his probationary period shall be credited with eight (8) days' sick leave for the calendar year. Such sick pay shall be paid to the employee from the first day of hospitalization or injury or any other disability or illness. In addition, if an emergency arises, requiring an employee to take time off and permission is obtained from the Company, which permission shall not be unreasonably withheld, the employee can use the sick days for that purpose.

**.02 Sick Days Carry-Over**

- (a) At the end of each calendar year, fifty percent (50%) of unused credited sick days for that calendar year (to a maximum of four (4) days) will be carried forward to provide additional income protection.
- (b) For the purpose of calculating **carry-over**, unused credited days may include **carry-over** days from the previous year, but the maximum of four (4) **carry-over** days to the following year will still apply.
- (c) The maximum sick time available in one (1) year is twelve (12) days.

**.03 Cash Payment for Unused Sick Time**

- (a) in the Payment for unused sick time will be calculated at the end of each calendar year, commencing December 31, 2002. Fifty percent (50%) of the employee's unused credited sick days for that calendar year will be paid to the employee form ~~of~~ a cheque.
- (b) For the purpose of calculating payment for unused sick time, unused sick days may include carry-over days from the previous year.

**.04** The employee must be employed for the **full** contract year to be eligible under the 27.02 and 27.03 provision. Calculation of **carry-over** and cash payment will be made on a pro rata basis for employees on extended absences for any reason other than **maternity**.

**ARTICLE 27A - PERSONAL DAYS**

**.01** On January 1, 2002 and on each anniversary thereafter, an employee who has completed his probationary period shall be credited with two (2) paid personal days for the calendar year.

**.02** There shall be no **carry-over** of unused personal days from year to year, nor shall there be any payout of unused personal days.

**ARTICLE 28 - LABOUR-MANAGEMENT RELATIONS COMMITTEE**

A **Labour-Management** Relations Committee shall be formed consisting of four (4) representatives from the Company and four (4) representatives from the Union. The Committee shall meet at least once per month. Time spent by employees in carrying out functions ~~of~~ the Committee shall be considered time worked.

The purpose of this committee will be to **discuss** matters ~~of~~ concern, to deal with problems arising from the administration ~~of~~ the collective agreement and to improve communications between the parties. It is agreed by the parties that any concerns on issues relevant for discussion by the Committee be **communicated** without delay to the other party in order to facilitate prompt resolution.

Furthermore, these meetings will provide an opportunity to discuss product and service issues and an opportunity to discuss the implementation of new programs designed to improve job satisfaction and efficiency, and the application of this agreement to such programs.

**ARTICLE 29 - INTERNATIONAL AID & DEVELOPMENT**

The Company shall deduct on a **bi-weekly** basis 75¢ from wages of each employee for the Humanity Fund and shall forward to the Union **before** the 15th of the month following indicating the **employees** from whom such deduction has been made. It is a condition of such deduction and the Union so states that the Humanity Fund monies are being used for famine **relief** and other similar humanitarian purposes and not for partisan political purposes. The first deduction shall commence from the first pay cheque in the second **month following** ratification. Such deduction may be discontinued on receipt by the Company (copy to the Union) of **the** employee's written direction to discontinue such deduction which discontinuance will be effective from the **first** pay period in the month following.

**ARTICLE 30 - EDUCATIONAL ASSISTANCE**

Subject to obtaining written management approval in advance, employees who voluntarily enrol for approved courses on their own time to increase knowledge and skills relevant to the job function, will be reimbursed for the course fees on successful completion of the course and submission of applicable receipts and documentation evidencing successful completion.

The Company may, at its sole discretion, authorize and arrange for such training to take place during normal working hours in which case the cost of the course will be paid by the Company and the employee will suffer no loss of regular earnings for time so spent in attending the authorized training.

**ARTICLE 31 - MOVING DAY**

An employee who has completed the probationary period is entitled to a maximum of one (1) paid day per year to move household goods to a new address. Granting of this leave is subject to an approved request form and must be in conjunction with the physical move of the employee's household goods and an official change of the address on record with the Company.

**ARTICLE 32 - MARRIAGE LEAVE**

An employees who has completed one (1) year of service is eligible, one time only, to a marriage leave calculated as below:

One year but less than 3 years:	2 days
3 years but less than 4 years	3 days
4 years but less than 5 years	4 days
5 years or more	5 days

Request should be at least one (1) month in advance and include the date of marriage and requested Marriage Leave dates. The leave must be taken in a single block of consecutive working days scheduled in conjunction with the actual date of the marriage.

**ARTICLE 33 - LIFELINE FOUNDATION**

The Company and the Union agree to cooperate in encouraging employees with mental illness, alcohol, drug or personal problems to avail themselves of the assistance of "Lifeline", and further the Company agrees to such membership in the Lifeline Foundation and to contribute financial support on the following basis:

The Company agrees to match the contribution of the Union Local towards Lifeline, up to a maximum amount of seven dollars (\$7.00) per year, per employee.



**APPENDIX A**

**ENTRY LEVEL JOBS**

**TR Classifications:** Trainee

**Non-TR Classification:** Parts Clerk, Warehouse Labour, Helper, Van Driver, Truck Driver, Utility/Driver & Installer

APPENDIX B

<u>DEPARTMENT</u>	<u>HOURS</u>	<u>DAYS</u>	<u>TOTAL HOURS</u>
Warehouse	<b>8:00-4:30</b>	Mon.-Thurs.	<b>7.5 x 4 = 30.0</b>
	<b>8:00-3:30</b>	Friday	<u><b>6.5</b></u>
			Total <b>36.5</b>
Warehouse 2nd Shift	<b>12:00-8:30</b>	Mon.-Thurs.	<b>7.5 x 4 = 30.0</b>
	<b>11:00-6:30</b>	Friday	<u><b>6.5</b></u>
			Total <b>36.5</b>
Inside Service	<b>8:00-4:30</b>	Mon.-Thurs.	<b>7.5 x 4 = 30.0</b>
	<b>8:00-3:30</b>	Friday	<u><b>6.5</b></u>
			Total <b>36.5</b>
Outside Service	<b>8:30-5:00</b>	Mon.-Thurs.	<b>7.5 x 4 = 30.0</b>
	1/2 hr. extra on parts day may be required by company at regular rates=		<u><b>.5</b></u>
	<b>8:30-4:00</b>	Friday	<u><b>6.5</b></u>
			Total <b>37.0</b>
Parts 2 Shifts	7:30-4:00	Mon.-Thurs.	<b>7.5 x 4 = 30.0</b>
	<b>7:30-3:00</b>	Friday	<u><b>6.5</b></u>
			Total <b>36.5</b>
	<b>9:30-6:00</b>	Mon.-Thurs.	<b>7.5 x 4 = 30.0</b>
	<b>8:30-4:00</b>	Friday	<u><b>6.5</b></u>
			Total <b>36.5</b>

**APPENDIX C**

## HOURLY WAGE RATES

## NON-TR CLASSIFICATIONS

<u>EFFECTIVE</u>	<u>JULY 25/2005</u>	<u>JULY 25/2006</u>
• Parts Clerk	\$ 18.07	\$ 18.61
Parts Coordinator	20.57	21.18
Shipper/Receiver	21.16	21.79
Warehouse Labourer	18.07	18.61
• Helper	17.28	17.79
• Van Driver	18.38	18.93
• Truck Driver	18.63	19.18
* Utility/Driver	19.75	20.34
• Installer	23.02	23.71

## RULES RE APPENDIX C

- \* An employee hired into entry positions (\*) above will be paid \$1 per hour below the rate above (Appendix C) during the probationary period.
- Applicable only to employees in the Installer classification at October 6, 1998.

APPENDIX DHOURLY WAGE RATESTR CLASSIFICATIONS

<u>EFFECTIVE</u>	<u>JULY 25/2005</u>	<u>JULY 25/2006</u>
Trainee	\$ 14.82	\$ 15.26
L 1	16.18	16.66
L 2	17.54	18.06
L 3	20.13	20.73
L 4	23.19	23.88
L 5	25.81	26.58
TS/FS/SS/IPS	29.55	30.43
DSS	32.95	33.93

\* An employee who assumes the DSS position will for the first twelve (12) months be paid \$1 below the rate above.

**APPENDIX E**

EXTENDED HEALTH CARE BENEFITS FOR EMPLOYEES & DEPENDENTS

Covered Expenses Not Subject to Cash Deductible

Hospital Care (semi-private hospital).

Covered Expenses Subject to Cash Deductible

Nursing care  
Ambulance, Laboratory and Outpatient Charges  
Prescription Drugs  
Paramedical Care  
Appliances  
Excess Billings  
Special Limited Dental Care

Cash Deductible

The Cash Deductible required to be satisfied each calendar year before benefits are payable is **\$25.00** for each individual, **subject** to an overall limit of **\$50** for each family. The accumulation period with respect to the cash deductible is **twelve** (12) months on a calendar year basis.

Benefit Percentage

After application of the Cash Deductible, the covered expenses listed on the following pages are reimbursed at **100%**.

Paramedical Care Limits

Eligible charges are subject to the following limits:

**\$20** per visit (waived if visit is for surgical procedure) and **\$400** incurred in any continuous period of **twelve** (12) months for each category of practitioner per person (20 visits per year).

Maximum Benefit

Unlimited in respect of each insured person.

**APPENDIX F**

## DENTAL EXPENSE BENEFIT FOR EMPLOYEES AND DEPENDENTS

<b>Covered Items Subject To Cash Deductible</b>	<b>Benefit Percentage</b>	<b>Provincial Dental Assoc. Code Numbers</b>
<b>BASIC BENEFITS</b>		
Diagnostic and preventive services	<b>100%</b>	<b>00001 to 19999 plus 43310</b>
Restorative services	<b>100%</b>	<b>20000 to 23999 plus 39930</b>
Surgical services (extractions)	<b>100%</b>	<b>70000 to 72399</b>
General services	<b>100%</b>	<b>90000 to 99999</b>
Endodontic services	<b>100%</b>	<b>30000 to 39999</b>
Periodontic services	<b>100%</b>	<b>40000 to 49999</b>
Extensive surgical services	<b>100%</b>	<b>72400 to 79999</b>
Prosthodontic services (repair)	<b>100%</b>	<b>55000 to 59999 plus 54250</b>
<b>MAJOR BENEFITS</b>		
Prosthodontic services	<b>80%</b>	<b>50000 to 54999</b>
extensive restorations	<b>80%</b>	<b>24000 to 29999 and 60000 to 69999</b>

**Schedule of Fees**

Current Ontario Dental Association Fee Schedule.

**Cash Deductible:**

Cash Deductible applicable to each individual insured hereunder is \$25 (subject to an overall family limit of \$50). The accumulated period with respect to the Cash Deductible is twelve (12) months on a calendar year basis.

**Annual Maximum Benefit**

\$2,000 in respect of each insured person as per current plan.

**APPENDIX G**

Standard Vehicle – 2005 Chev. Cavalier

Location: GTA

**Operating Cost Standards**

Performance – Litres Per 100 Kilometres	<u>9.50</u>	
Fuel Price – Cents Per Litre	<u>78.18</u>	
Fuel – Cents Per Kilometre		<u>7.43</u>
Maintenance & Oil – Cents Per Kilometre		<u>3.44</u>
Tires Per Kilometre		<u>0.77</u>
Operating Costs – Cents Per Kilometre		<u>11.64c</u>

Assumption:

32,000 business km (71.4% business usage)

## **LETTERS OF UNDERSTANDING**

The following letters were agreed to and/or renewed.

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### **Letter of Understanding**

1. **RE: CONTRACTING OUT - Article 3 (Renewed)**

The following outlines the agreement reached between the Company and the Union with respect to contracting out work.

(a) The Company confirms that it is not the practice nor the intent of the Company to contract out work that is normally performed by employees in the bargaining unit where the **result** of such contracting out would result in the layoff or prevent the recall of employees in the bargaining unit

(b) **D & M**

It is understood and agreed that the Company currently **employs** the services of D & M. The parties agree that the specific work currently being performed by D & M is not work that is normally performed by employees in the bargaining unit

(a) **Other Work**

When the Company is considering contracting out work which is normally performed by employees in the bargaining units, the Company agrees to notify the union as far as possible in advance of its intention to contract **out** such work with a detailed description of the work to be contracted **out**, disclosing all foreseeable effects and repercussions on employees.

Where the Company has notified the **Union** of its intention to contract out work, the parties will hold a **Labour/Management** Committee meeting to engage in constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from the intended contracting out.

### **Letter of Understanding**

2. **RE: WAREHOUSE CHANGES (Renewed)**

The Company agrees that no D & M office will be located on the Company's premises nor D & M personnel based on the Company's premises. The Company further agrees to provide the union with updates concerning D & M activity on a monthly basis through the **Labour-Management** Relations Committee.

### **Letter of Understanding**

3. **RE: PROMOTIONS AND VACANCIES - T,R, CLASSIFICATIONS (Renewed)**

Further to Article 12.2(.01), it is confirmed that the **TS/FS/SS/IPS** are separate classifications and vacancies in such classifications will be posted separately for the applicable classification.

Letter of Understanding4. RE PICKET LINES - Article 5 (Renewed)

The Company confirms its current practice of recognizing that from time to time specific circumstances may occur when an **employee** has reasonable concerns in the course of **his/her** work when it is **necessary** to cross a legal picket line.

In such cases the employee may request that **he/she** be relieved of the assignment and the Company may agree to the request. Such agreement will not be unreasonably withheld. The Company will make appropriate alternative arrangements to ensure that service requirements of customers are met.

Letter of Understanding5. RE: PRE-DISCHARGE REVIEW (Renewed)

In cases where termination of an employee is being considered by the Company as the result of progressive discipline, the Union will be notified that such action is being considered and may request a review meeting with the Company prior to the disciplinary action being taken. Such meeting will be scheduled within five (5) days of notification and be attended by the Union President and designates, representatives of management and the Field Staff Representative if requested by either party. Such meeting will not be scheduled when immediate termination is deemed appropriate where retention of the employee presents concerns for the safety of employees or Company property or when the termination is due to fighting, theft, refusal to perform work, gross insubordination or other similar serious infractions.

Letter of Understanding6. RE: UNION BUSINESS (Renewed)

In order to provide confidentiality for conducting Union business as referred to in Article 7.05 and as otherwise agreed by the Company, an office with a telephone will be made available for the Union with provision for a locked filing cabinet, for the duration of this collective agreement as defined in Article 33 - Termination, and subject to review and agreement thereafter. The telephone line provided will be compatible for dial-in to the Union's internet provider. The office will be provided on the condition that it remain a standard Canon office and normal requirements applicable to employee users of all Canon offices are met and maintained.

Permission for use of the office will be granted subject to Article 7.05 of the collective agreement.

Letter of Understanding7. RE: ARTICLE 13- 5<sup>th</sup> WEEK VACATION PROVISION (Renewed)

The Company agrees that should a fifth (5<sup>th</sup>) week vacation provision be implemented for Canon BSD non-bargaining unit employees it would also be implemented for the bargaining unit employees.

Letter of Understanding8. RE: UTILITY/DRIVER (Renewed)

The Utility/Driver classification will be scheduled to work Monday to Friday, but may, based on business requirements, be scheduled to work on a Tuesday to Saturday work week in which case overtime worked on Sunday will be paid at double time and Monday will be considered the second rest day for which overtime at time and one half (1.5x) will be paid.

Notwithstanding Article 15 - Hours of Work, the daily starting time for the Utility/Driver may be scheduled to start between 8:00 a.m. and 12:00 p.m., subject to the Utility/Drivers being notified the prior week of the scheduled starting time which will be applicable for the full week following.

Letter of Understanding (Renewed)9. RE: SCHEDULING OF TRAINING, TERRITORY ASSIGNMENT -SERVICE TECHNICIANS (Renewed)

Assignment of territories and scheduling of technical training is an ongoing responsibility of the Company in order to have teams which are balanced in terms of skills necessary to meet the requirements of customers within each of the territories.

When it is necessary for the Company to transfer an employee to another territory and based on the criteria established by the Company there is a choice of employees who may be transferred, the least senior employee will be considered first. In such cases, the Company will meet With the employee affected to explain the reasons for the decision.

In scheduling training, it is the intent of the company to ensure that appropriate skills are attained by employees based on skills required in the job. If a number of employees require the same training based on job requirements and meet the training pre-requisites, to the extent practical, seniority will be taken into account in developing the schedule of training for each employee.

It is understood that these issues shall be the subject of ongoing discussion and review at the Labour Management Relations Committee.

Letter of Understanding10. RE WSIB/STD BENEFITS (Renewed)

The following outlines the agreement between the Company and Union with respect to advancing workers' compensation or short-term benefits.

The Company agrees that it will advance workers' compensation benefit payments and short-term disability benefit payments to an injured or ill employee, upon submission by the employee of his claim for such benefits, during the period in which the employee is awaiting the processing of his claim. In such case, the employee will provide the Company with an assignment of the benefits he ultimately receives to offset any company advances.

As a precondition to receiving such advances, the employee agrees to provide the Company with a written authorization permitting the Company to set-off any payments so advanced against the employee's wages or any statutory termination payments, if the employee's claim for benefits is denied or if the employee leaves the Company's employ without the repayment of all such advances.

Letter of Understanding11. RE: CANON, BUSINESS SOLUTIONS DIVISION MARKHAM (Renewed)

It is not the Company's intent to move all or part of its existing operation (as of the date of ratification) beyond the scope of existing union bargaining rights or beyond any potential extension of those rights under Article 3.02 during the term of the Collective Agreement.

Letter of Understanding12. RE: HARASSMENT TRAINING (Renewed)

The Company agrees to provide harassment education training sessions to all bargaining unit employees and their management in Markham. It is agreed that the Company and the Union will discuss the plan for training within the term of the Collective Bargaining Agreement.

Letter of Understanding

13. RE: TEMPORARY ASSIGNMENT TO SHIPPER RECEIVER (Renewed)  
The Company agrees to meet with the **Union** within forty-five (45) days of ratification of the Collective Agreement to discuss temporary assignment to Shipper Receiver process.

Letter of Understanding

14. RE: ARTICLE 12.5 - LAY-OFF PROCEDURE (Renewed)  
The Company and the Union agree to meet through **Labour/Management** to discuss and develop a process.

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