

January 01, 2022 – December 31, 2023

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*The Canadian Union of Public Employees
grants this Charter to*

*Local 5277
Employees of Canadian Union Promotions Inc.
in the Province of Ontario*

*All chartered Local Unions shall be governed by
the Constitution of the Canadian Union of Public Employees
and the Constitution of the Canadian Labour Congress
to which the Canadian Union of Public Employees is affiliated.*

*Signed and sealed on behalf of the
Canadian Union of Public Employees.*

Issued at Ottawa this 6th day of July 2015.

Paul Martin

National President

Charles Fleming

National Secretary-Treasurer

CUPE

PREAMBLE

Union Digital Inc., otherwise known as the Employer.

The desire of this Agreement is to establish mutually satisfactory relations between Union Digital Inc. and its employees; to provide for the prompt and equitable disposition of grievances; to establish and maintain safe, satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement; and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union. Both parties agree to act in a fair and reasonable manner.

This Agreement was negotiated as a Clear Language Agreement to ensure quick and easy interpretation and understanding.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 MANAGEMENT RIGHTS

All matters concerning the operation, administration and conduct of Union Digital Inc.'s business and affairs, not limited by the terms of this Agreement, shall be reserved to management and be its sole right and responsibility. The question of whether any of these rights is limited by this Agreement may be decided through the grievance and arbitration procedure. The Employer shall act in a reasonable manner concerning the operation, administration and conduct of business affairs.

The Employer agrees to abide by the principles of progressive discipline. The Employer shall not discipline or dismiss an Employee without just cause.

1.02 NO DISCRIMINATION

The Employer and the Union agree that all Employees will be protected against discrimination, respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, Union, physical appearance, residence, or the association with others similarly, protected, or any other prohibition of the Human Rights Act of Ontario.

ARTICLE 2 – RECOGNITION

2.01 BARGAINING UNIT

Union Digital Inc. recognizes the Union as the sole bargaining agent for all employees employed by Union Digital Inc. save and except supervisors and persons above rank of supervisor, student interns, students employed during the summer months, and office and clerical staff.

2.02 WORK OF THE BARGAINING UNIT

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, research and development, and training as mutually agreed upon in writing by the Parties.

2.03 NO OTHER AGREEMENTS

No employee shall be required or permitted to make any written or verbal agreement with Union Digital Inc. or their representatives which may conflict with the terms of the Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 NO CONTRACTING OUT

In order to provide job security for the members of the bargaining unit, Union Digital Inc. agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee if this will result in a loss of work for any current bargaining unit Employee.

2.05 REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES

When dealing or negotiating with Union Digital Inc., the Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees. The Union shall also have the right to any advisors who shall have access to Canadian Union Promotion Inc.'s premises, with written consent, in order to deal with any matters arising out of this Collective Agreement. Such consent shall not be unreasonably denied.

2.06 DEFINITION OF EMPLOYEE

- A)** A "full-time" employee shall be deemed to be an employee who regularly works thirty-five (35) hours or more per week, who makes a commitment to be available on a pre-scheduled basis as required within this agreement, and in respect of whom there is advance scheduling. Full-time employees shall be entitled to all employment benefits from this Collective Agreement.

- B)** A "part-time" employee shall be deemed to be an employee who regularly works twenty-four (24) hours or less per week, who makes a commitment to be available on a pre-scheduled basis as required within this agreement, and in respect of whom there is advance scheduling. Part-time employees shall be entitled to all employment benefits from this Collective Agreement.

- C)** A "contract" employee shall be deemed to be an employee who regularly works more than thirty-five (35) hours per week, who makes a commitment to be available on a pre-scheduled basis as required within this agreement, in respect of whom there is advance scheduling, and who works for a specified contractual period of time not to exceed six (6) months. Any contract employee retained for more than six (6) months or rehired after their contractual period for more than a cumulative six (6) months within a twenty-four (24) month period, shall be deemed to be a "full-time" employee.

- D)** An "intern" is an unpaid person who must have graduated from an educational institution in the twelve (12) months prior to being placed at Union Digital Inc. in order to obtain experience and knowledge in a work environment. They may not do any work of the bargaining unit but may participate and assist a bargaining unit worker in completing work. No more than two (2) interns may be placed in any department. No individual intern shall have more than one placement in Union Digital Inc., and no placement shall exceed three (3) months in duration. The activities of interns may be a standing agenda item for Labour Management meetings.

ARTICLE 3 – NO STRIKES/LOCKOUTS

3.01 NO STRIKES OR LOCKOUTS

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and Union Digital Inc. agrees that there will be no lockout, in accordance with the Ontario Labour Relations Act.

ARTICLE 4 – HARASSMENT

4.01 PERSONAL HARASSMENT

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known as unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

4.02 SEXUAL HARASSMENT

- A.** Definition: Sexual harassment shall be defined as any sexually-oriented practice that undermines an employee's health, job performance, workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but is not limited to:
- 1) Unnecessary touching or patting;
 - 2) Suggestive remarks or other verbal abuse;
 - 3) Leering at a person's body;
 - 4) Compromising invitations;
 - 5) Demands for sexual favours;
 - 6) Physical assault.
- B.** Union Digital Inc. agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action.
- C.** Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- D.** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- E.** No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- F.** Union Digital Inc. recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 UNION SECURITY

All employees of Union Digital Inc., excluding interns, as a condition of continuing employment, become and remain in good standing with the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. Union Digital Inc. shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 DEDUCTIONS

Deductions shall be made from the semi-monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 21st day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees hired or terminated during that month. A copy of this list shall also be forwarded to the Secretary-Treasurer of the Local Union. The Union agrees to hold harmless and indemnify Union Digital Inc. against any liability incurred as a result of contributions made in accordance with this Article.

5.03 NEW EMPLOYEES

- A)** Union Digital Inc. agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

- B)** Union Digital Inc. agrees that a Local Union representative will be given the opportunity to provide an orientation session to each newly-hired employee who is not a member of the Union, once during the employee's first week of employment, for the purposes of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such orientation session may take place on Union Digital Inc.'s premises at a time and location designated by Union Digital Inc. for such orientation session and shall not exceed fifteen (15) minutes in duration.

5.04 T4 SLIPS

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 6 – CORRESPONDENCE

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or their designate and the Secretary of the Union with a copy sent to the Local President and National Representative of the Union.

ARTICLE 7 – UNION-MANAGEMENT RELATIONS

7.01

A) REPRESENTATION

No individual employee or group of employees shall undertake to represent the Union at meetings with Union Digital Inc. without proper written authorization from the Union. In order that this may be carried out, the Union will supply Union Digital Inc. with the names of its officers. Similarly, Union Digital Inc. shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

B) UNION OFFICERS AND COMMITTEE MEMBERS

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including the investigation and processing of grievances and attendance at meetings with Union Digital Inc. at the work site and for participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work on various committees, shall be considered as time worked.

7.02 BARGAINING COMMITTEE

A Bargaining Committee shall be appointed and consist of not more than four (4) members of Union Digital Inc. as appointees of Union Digital Inc., and not more than four (4) members of the Union as appointees of the Union. The Union will advise Union Digital Inc. in writing of the Union nominees to the Committee.

Union Digital Inc. shall pay members of the Union Bargaining Committee up to thirty-two (32) hours in total for bargaining preparation. Such time will be at a time agreed to by Union Digital Inc.

7.03 LABOUR-MANAGEMENT COMMITTEE

The Labour-Management Committee shall meet four times a year in order to discuss topics of general interest and overall conditions at Union Digital Inc. Its purpose will be to provide an outlet for exchange of ideas between Union Digital Inc. and its employees on matters of general interest and it shall, from time-to-time, as it sees fit, make recommendations, which will make for a greater degree of co-operation and understanding between the parties concerned. The Director, Labour Relations and Employee Services of Union Digital Inc. or Recording Secretary of the Union shall notify the other party regarding scheduling a meeting of the Labour-Management Committee. An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall be comprised of up to three (3) Union Digital Inc. officers and three (3) Union officers.

7.04 WORKLOAD

An employee's workload may be the subject of a grievance.

7.05 HEALTH AND SAFETY COMMITTEE

- A)** The parties agree to abide by the Occupational Health and Safety Act and its regulations. Union Digital Inc. and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.

- B)** A joint management and employees' Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs, and obtain information from Union Digital Inc. or other persons respecting the identification of hazards and standards elsewhere. The Committee shall meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to Union Digital Inc. and to the Union.

- C)** Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to Union Digital Inc. on the nature and cause of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on inspections. Scheduled time spent in all such activities shall be considered as timeworked - regular or premium rates may apply.

- D)** The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose.

- E)** The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE

In order to provide an orderly and speedy procedure for the settling of grievances, Union Digital Inc. acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing and processing their grievance in accordance with the grievance procedure.

8.02 NAMES OF STEWARDS

The Union shall notify Union Digital Inc. in writing of the name of each Steward and the department(s) they represent before Union Digital Inc. shall be required to recognize them.

8.03 GRIEVANCE COMMITTEE

The Grievance Committee shall be composed of the President and Vice President of the Union, or their designates, plus the Union Steward directly involved with the grievance.

8.04 PERMISSION TO LEAVE WORK

Union Digital Inc. agrees that Stewards of the grievance shall not be hindered, coerced or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

A Union officer shall be entitled to leave their work for up to thirty (30) minutes at the end of the day, after the backup period stipulated in Article 14.01 (d), in order to carry out their functions under this Agreement - specifically the investigation and processing of grievances. Attendance at meetings with Union Digital Inc. and participation in arbitration shall be permitted during work hours.

Permission to leave work during such hours shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

8.05 DEFINITION OF A GRIEVANCE

A Grievance shall be defined as any difference out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where Union Digital Inc. has acted unjustly, improperly or unreasonably.

8.06 SETTling OF A GRIEVANCE

An earnest effort shall be made to promptly settle a grievance in the following manner.

STEP 1 – If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek the dispute with the employee’s Supervisor.

STEP 2 – Failing to reach a satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall meet with the Grievance Committee within five (5) working days to hear particulars of the grievance(s) and then shall render their decision within five (5) working days after such meeting.

STEP 3 – Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the President of Union Digital Inc. The President of Union Digital Inc. shall meet with the Grievance Committee within ten (10) working days to hear particulars of the grievance(s), then shall render their decision within ten (10) working days after such meeting.

STEP 4 – Failing to reach a satisfactory settlement in Step 3, the Union may refer the dispute to arbitration.

8.07 SETTling OF A GRIEVANCE – MEDIATION

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.08 SETTling OF A GRIEVANCE – POLICY GRIEVANCES

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2, and 3 of this Article may be by-passed.

8.09 SETTling OF A GRIEVANCE – UNION MAY INSTITUTE A GRIEVANCE

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee or group of employees and seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.10 SETTling OF A GRIEVANCE – DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the Union, Union Digital Inc.'s representatives shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without consent of the Union. Violation of this section shall result in the grievance being allowed.

8.11 SETTling OF A GRIEVANCE – GRIEVANCE SAFETY

An employee or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination), shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

8.12 SETTling OF A GRIEVANCE – REPLIES IN WRITING

Replies to grievances stating reasons shall be in writing at all stages.

8.13 SETTling OF A GRIEVANCE – MEETING ROOMS FOR GRIEVANCES

In order to facilitate an orderly and confidential investigation of grievances, Union Digital Inc. shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.14 SETTling OF A GRIEVANCE – FAILURE TO ACT WITHIN TIME LIMITS

All grievances shall be processed within time limits. Extensions to time limits will be granted by mutual agreement. Such agreement will not be unreasonably withheld.

8.15 SETTling OF A GRIEVANCE – REFERRAL TO ARBITRATION

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.16 SETTling OF A GRIEVANCE - DEFINITION OF WORKING DAYS

“Working day” as used in the Grievance and Arbitration Procedure, shall mean a day other than Saturday, Sunday or a recognized holiday.

8.17 EMPLOYER GRIEVANCE

In the event that Union Digital Inc. has a grievance, they shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorized officers of the Union who shall confer with Union Digital Inc. within twenty (20) working days of the receipt of such grievance. In the event the authorized officers of the Union do not provide redress satisfactory to Union Digital Inc., they may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement.

ARTICLE 9 – ARBITRATION

9.01 REFERRAL TO ARBITRATION

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the Grievance Procedure, shall be settled by arbitration.

A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8. Such notice shall contain three (3) names of either party's choice of arbitrators. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party shall, in turn, provide its own three (3) names of arbitrators.

The selection of arbitrator should be selected based on agreement upon an arbitrator from either of these lists of arbitrators. Should any arbitrator appear on both lists, they should be appointed. Should either party fail to name their three (3) arbitrators within five (5) working days, either party shall be entitled to request the Office of Arbitration, Ontario Ministry of Labour, to make the appointment of an arbitrator.

9.02 PAYMENT OF THE ARBITRATOR

Union Digital Inc. and the Union agree the appointment and jurisdiction of the arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

9.03 POWERS OF THE BOARD

It is agreed and understood that the arbitrator shall have no authority to alter, modify or annul any part of this Agreement.

However, the arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as the arbitrator deems just and reasonable in all circumstances.

9.04 DECISION OF THE BOARD

The arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the arbitrator shall be final and binding on the parties in the absence of any error in law.

9.05 TIME LIMITS

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of both parties.

9.06 SINGLE ARBITRATOR

Union Digital Inc. and the Union agree that by mutual written agreement of the parties, a sole arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when necessary.

ARTICLE 10 – DISCHARGE, SUSPENSION

10.01 DISCIPLINE

A) PERSONNEL FILE

The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

B) ADVERSE REPORT

Union Digital Inc. shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with Union Digital Inc. whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

10.02 DISCIPLINE NOTICES

Whenever Union Digital Inc. or a representative of Union Digital Inc. deems it necessary to discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, Union Digital Inc. shall, within ten (10) working days of becoming aware of any event or complaint, give written particulars of such discipline to the Secretary of the Union, with a copy to the employee involved.

The copy shall be presented to the employee in the presence of their Steward.

10.03 DISCHARGE PROCEDURE

When an employee is discharged or suspended, the Employee and the Union shall be advised promptly in writing by Union Digital Inc. as to the reason for such discharge or suspension.

10.04 MAY OMIT GRIEVANCE STEPS

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

10.05 DESIGNATION OF SUPERVISOR

Every employee shall be notified of their immediate designated supervisor by means of an organizational chart provided to them every six (6) months. If no changes have occurred, the employer shall advise the Union that the current reporting structure remains in effect.

10.06 ACCESS TO PERSONNEL FILE

An employee shall have the right during normal business hours of the administration office, with forty-eight (48) hours' notice, to have access to their personnel file for review. The Employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein.

10.07 RIGHT TO UNION REPRESENTATION

Union Digital Inc. shall have the right to communicate with its employees in the normal course of supervision.

An employee shall have the right to Union representation at meetings with supervisory personnel which might result in disciplinary action. Where a supervisor intends to interview an employee, which could result in disciplinary action, the Supervisor shall notify the Employee in advance of the subject of the interview. Union Digital Inc. shall also notify the Employee of their right to have Union representation at the interview.

A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action, so long as it does not unreasonably forestall the process.

ARTICLE 11 – SENIORITY

11.01 SENIORITY DEFINED

Seniority is defined as the length of service with Union Digital Inc. in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

11.02 SENIORITY LIST

Union Digital Inc. shall maintain separate seniority lists for full-time and part-time employees, showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and June. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.03.

Seniority, as set out on the seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and lay-offs. For promotions and lay-offs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted or the notice of lay-off was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 PROBATIONARY EMPLOYEES

Newly-hired employees shall be considered on a probationary basis for a period of sixty (60) days worked from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment. Contract employees who have accumulated more than sixty (60) days worked for the Employer will be deemed to have served their probationary period.

11.04 LOSS OF SENIORITY

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by Union Digital Inc.

An employee shall only lose their seniority in the event:

- A)** They are discharged for just cause and is not reinstated.
- B)** They resign and does not rescind within three (3) days.
- C)** They are absent from work in excess of four (4) scheduled shifts without sufficient cause or without notifying Union Digital Inc., unless such notice was not reasonably possible.
- D)** They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep Union Digital Inc. informed of their current address.
- E)** They are laid off in excess of eighteen (18) months.

11.05 TRANSFERS AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without their written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by Union Digital Inc. to a position in the bargaining unit within twelve (12) months, they will be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an employee, transferred out of the bargaining unit, is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

11.06 CONTRACT TO FULL-TIME EMPLOYMENT

If an employee transfers from contract employee to full-time employee, they shall be awarded their seniority from the date they commenced their first contract with Union Digital Inc.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01

A) JOB POSTINGS

When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) working days of the vacancy, Union Digital Inc. shall post the notice to all employees and provide a notice to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be provided to the Union.

B) TEMPORARY VACANCIES

Temporary vacancies anticipated to be less than six (6) weeks in duration shall not be posted, unless otherwise agreed between Union Digital Inc. and the Union. Union Digital Inc. will endeavour to distribute shifts as equally as possible.

C) TEMPORARY JOB POSTINGS

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

D) SUCCESSFUL APPLICANT

The successful applicant for a permanent full-time vacancy will fill the vacancy within three (3) weeks from the date the employee was awarded vacancy unless there are circumstances beyond the reasonable control of Union Digital Inc.

The successful applicant for a temporary full-time vacancy will fill the vacancy within three (3) weeks from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of Union Digital Inc.

12.02 INFORMATION IN POSTINGS

The internal job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

12.03 INTERNAL AND EXTERNAL ADVERTISING

Postings may be advertised internally and externally at the same time.

No external candidate shall be considered unless there are no suitable internal candidates.

In the event of a newly created position, the employer may temporarily fill the vacancy for a period of up to six (6) weeks in accordance with Article 12.01(b).

12.04 RECOGNITION OF SENIORITY

Both parties recognize the principle of promotion within the service of Union Digital Inc., and that job opportunity should increase in proportion to length of service.

12.05 METHODS OF MAKING APPOINTMENT

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.06 TRIAL PERIOD

The successful applicant shall be placed on trial for a period of thirty (30) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) calendar days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority, wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority, wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.03/12.05. If there are no unsuccessful applicants, then the position would be reposted.

12.07 UNION NOTIFICATION

The Union shall be notified of all appointments, hirings, lay-offs, recalls, resignations, retirements and terminations of employment.

12.08 DISABLED EMPLOYEE'S PREFERENCE

An employee who has been incapacitated at their work by injury or compensable occupational disease or who, through advancing years or temporary disablement, is unable to perform their regular duties, will be employed in other work which they can do.

12.09 POSTINGS WHILE ON VACATION OR LEAVE

When an employee will be absent on vacation and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.10 NEW CLASSIFICATION

When a new classification within the bargaining unit is established by Union Digital Inc., Union Digital Inc. shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) working days, Union Digital Inc. shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with Union Digital Inc. within ten (10) working days of receipt of notice of the projected rate. At such meeting, the parties will review the rate, Union Digital Inc.'s rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which Union Digital Inc. gave the Union notice of the new rate.

When Union Digital Inc. makes a substantial change in the job content of an existing classification which, in reality, causes such classification to become a new classification, the employer agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by the Board of Arbitration or Arbitrator, as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

ARTICLE 13 – LAY-OFFS AND RECALLS

13.01 LAY-OFFS AND RE-HIRING PROCEDURE

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 11 - Seniority. Employees shall be laid off in reverse order of seniority and be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 LAY-OFFS DEFINED

Lay-offs, under the provisions of this Collective Agreement, shall include the reduction of daily or weekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

13.03 NOTICE OF LAY-OFF

In the event of a proposed lay-off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, Union Digital Inc. will:

- A)** Provide the Union with at least sixty (60) days' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- B)** Provide affected employees with the required notice in accordance with the Employment Standards Act.
- C)** Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between Union Digital Inc. and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.

13.04 LAY-OFF PROCEDURE

- A)** In the event of lay-off, Union Digital Inc. shall lay off employees in reverse order of seniority within their classification, provided that there remain on-the-job employees who are able to meet the normal requirements of the job.
- B)** An employee who is subject to lay-off shall have the right to either:
- i) Accept the lay-off; or
 - ii) Displace an employee who has:
 - less bargaining unit seniority in a lower or identical-paying classification; and/or
 - who has scheduled hours less than or equal to the employee being laid off; and/or
 - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise Union Digital Inc. within seven (7) days of the date of the notice of lay-off issued by Union Digital Inc.
 - iv) In the event that an employee is laid off from the full-time bargaining unit, and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.05 RECALL PROCEDURE

- A)** An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work. In determining the ability and qualifications of an employee to perform the work, Union Digital Inc. shall not act in an arbitrary manner.
- B)** No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision or have been found unable to perform the work available.

- C)** It is the responsibility of the employee who has been laid off to notify Union Digital Inc. of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second day of mailing), and to return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

- D)** Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed four (4) weeks of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

ARTICLE 14 – HOURS OF WORK

14.01 NORMAL HOURS OF WORK

- A)** The normal hours of work shall be eight (8) hours per day (inclusive of a sixty (60) minute unpaid meal break), which shall occur between 7 am and 7 pm. The normal hours of work will be 9 am to 5 pm unless otherwise agreed between Union Digital Inc. and the Employee. The normal days of work shall be five (5) days per week from Monday to Friday.
- B)** In no instance will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed.
- C)** All hours shall be distributed equitably by seniority, provided that the employee is capable of performing the work required.
- D)** Each employee shall be afforded a period of fifteen (15) minutes at the end of each working day for the purpose of data back-up, saving of files, time sheet completion, and equipment shutdown.
- E)** The Employer may allow for flexible working hours that can accommodate the needs of both the Employee and the Employer. Working hours may be scheduled in advance by mutual agreement of the Employee and their Supervisor, and such arrangements shall be discussed at Labour-Management Committee meetings.

14.02 DAYS OFF

Days off shall be Saturday and Sunday unless otherwise agreed between Union Digital Inc. and the Employee.

Part-time employees may be hired to work on Saturdays and/or Sundays. These would be considered their normal days of work.

14.03 REPORTING PAY

Employees who report for or agree to work any shift other than their scheduled shift will be paid for all hours worked but shall be guaranteed at least three (3) hours of work. If no work is available, the employee will be paid at least three (3) hours. The reporting allowance outlined herein shall not apply whenever an employee has received twenty-four (24) hours of prior notice not to report for work.

14.04 TIME OFF BETWEEN SHIFTS

- A)** Employees are to be allowed a minimum of twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift, unless by mutual agreement. Under no circumstances shall the Employee have less than eight (8) hours free from work between shifts.

- B)** In special circumstances, such as conferences or special events, the Union and the Employer shall meet in advance to determine hours of work. Any variation to the articles set out in this Collective Agreement shall only occur by mutual agreement between Union Digital Inc. and the Union. Individual employees shall then have the option of accepting or declining the assignment under the negotiated terms.

14.05 ON-CALL PAY

Any employee assigned in writing, and who agrees to be available for work, other than during regular work hours, shall be paid an on-call allowance of **four dollars and fifty cents (\$4.50)** per hour for each and every hour they are available to do work. This rate shall be regularly adjusted as per the negotiated average wage increase.

Any employee performing actual work shall be paid the greater of their on-call pay or in accordance with Article 14.03 for all hours worked within the on-call period, whether remotely or at the workplace.

If the work requires the Employee to return to the workplace, the Employee shall be paid the greater of three (3) hours or from the time of the call back until their return home.

The Employer shall not unreasonably require the Employee to return to the workplace to perform work that could be reasonably performed at home.

ARTICLE 15 – OVERTIME

15.01 OVERTIME DEFINED

All time worked in excess of 8 hours on a regularly scheduled workday and all hours worked on Saturday and Sunday shall be considered as overtime.

All hours worked in excess of thirty-five (35) hours shall be agreed to by the Employee and authorized by the Employer in writing via email.

15.02 OVERTIME RATES

- A)** Time and one-half after the Employee has worked in excess of 8 hours on a regularly scheduled workday and all hours worked on Saturday and Sunday.
- B)** On regularly scheduled days off - Time and one-half for all hours worked if the Employee agrees to work.
- C)** On a holiday when the Employee was scheduled to work - Time and one-half in addition to holiday pay. The overtime pay outlined herein shall not apply whenever an employee has received twenty-four (24) hours of prior notice not to report for work.
- D)** On a holiday when the Employee was not scheduled to work - Double time in addition to holiday pay if the Employee agrees to work. The overtime pay outlined herein shall not apply whenever an employee has received twenty-four (24) hours of prior notice not to report for work.

15.03 NO LAY-OFF TO COMPENSATE FOR OVERTIME

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

15.04 DISTRIBUTION OF OVERTIME

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

15.05 TIME OFF IN LIEU OF OVERTIME

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the Employee and Union Digital Inc.

15.06 NO DUPLICATING OR PYRAMID OF OVERTIME

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

However, time worked on a paid holiday shall be counted as part of the normal workweek.

15.07 MEAL ALLOWANCE

An employee required to work more than two (2) hours of time beyond their normal hours of work shall be provided a meal or paid a meal allowance of **twenty (\$20.00)** dollars.

An employee required to work more than four (4) hours of time beyond their normal hours of work shall be provided a meal or paid a meal allowance of thirty (\$30.00) dollars.

This expense shall be payable out of petty cash or as an expense without receipt at the discretion of the employee.

ARTICLE 16 – HOLIDAYS

16.01 LIST OF HOLIDAYS

The following holiday pay provisions apply to all employees:

List of Holidays

Union Digital Inc. recognizes the following as paid holidays:

New Year's Day (January 1 st)	Canada Day (July 1 st)
Family Day	Civic Holiday (1 st Monday in August)
Labour Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day (when required by statute)	Christmas Day
Boxing Day	Victoria Day

(Eid or Yom Kippur may be substituted for Family Day, Labour Day or Canada Day.)

16.02 HOLIDAY QUALIFICATIONS

In order to be entitled to receive payment for these holidays, the Employee must work their scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absence due to illness.

Employees wishing to take other religious holidays off may offer to work both Christmas and New Year's Day and receive their selected holidays off instead.

16.03 PAYMENT FOR HOLIDAYS

An employee who is required to work on any of the above-named holidays will receive pay in accordance with 15.02 (c) in addition to pay for the holiday at the Employee's regular hourly rate. In the alternate, the Employee may be granted an alternate day off (lieu day) at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

16.04 HOLIDAYS FOR DAYS OFF

When any of the above noted holidays fall on an employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer or, by mutual agreement, a day's pay in lieu thereof.

ARTICLE 17 – VACATIONS

17.01 LENGTH OF VACATION

The vacation year shall be deemed to be January 1st to December 31st.

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one (1) year of service	10 working days	One (1) year of service
	15 working days	
Five (5) years of service	20 working days	

17.02 HOLIDAYS DURING VACATION

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday in addition to their regular vacation time.

17.03 VACATION PAY ON TERMINATION

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 PREFERENCE IN VACATIONS

Vacations shall be granted first come, first served on the basis of seniority.

17.05 VACATION SCHEDULES

Vacation requests submitted according to the timelines below, shall be granted based on seniority.

Vacation requests for the months of January, February and March shall be submitted by December 1st of the previous year.

Vacation requests for the months of April, May and June shall be submitted by March 1st.

Vacation requests for the months of July, August and September shall be submitted by June 1st.

Vacation requests for the months of October, November and December shall be submitted by September 1st.

Vacation requests may be made at other times of the year but will be subject to availability and shall be granted on a first come, first served basis. Vacation requests submitted in accordance with the provisions of this collective agreement shall not be unreasonably denied. No employee shall be denied more than one vacation request in any given calendar year.

Vacations, once granted, shall not be changed unless mutually agreed to by the Employer and the Employee.

17.06 UNBROKEN VACATION PERIOD

An employee shall be entitled to receive their vacation in an unbroken period of up to three (3) weeks if they so wishes. In order to take an unbroken vacation period of three (3) weeks, the Employee must request their vacation at least three (3) months in advance, unless otherwise mutually agreed upon between the Employee and the Employer. Such vacation requests shall not be unreasonably denied.

The Employer shall grant employees any or all of their vacation allotment should it be requested for a significant life event, such as the marriage of that employee, provided this vacation is requested at least three (3) months in advance.

17.07 ILLNESS DURING VACATION

Sick leave may be substituted for vacation where it can be proven by the Employee that a serious debilitating illness or accident occurred while on vacation. Medical evidence of the illness or the accident may be requested by Union Digital Inc. in order to make this substitution.

It is understood that Union Digital Inc. will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

17.08 VACATION NOT SCHEDULED

There shall be no vacation cash out. Employees may request to carry-over a maximum of 5 vacation days into the following calendar year. Such requests will not be unreasonably denied by the Employer. Prior to December 31st all carry-over vacation days shall be scheduled to be taken between January 1st and June 30th by mutual agreement between the Employee and Employer.

Should an employee not schedule their vacation during the year in which it is available to be taken, the employer shall schedule the entire vacation allotment in the period directly prior to December 31st of that year.

For clarity, an employee who has twenty (20) vacation days and has not scheduled vacation during the year, shall be scheduled to take their vacation from December 1st to December 31st (including the two Statutory Holidays).

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 SICK LEAVE DEFINED

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 ACCUMULATION OF SICK LEAVE

Sick leave shall be earned and prorated based on the chart in Appendix "C".

18.03 PROOF OF ILLNESS

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out their duties due to illness. If there is a cost to the Employee for the medical certificate, it will be paid for by the Employer.

18.04 NOTIFICATION TO UNION DIGITAL INC.

An employee who is unable to report for duty on their scheduled shift shall notify Union Digital Inc. of this fact in advance of the commencement of their scheduled shift provided that this requirement shall be waived by Union Digital Inc. where the Employee was unable to give such notice due to circumstances beyond their control. Employees may use sick days in half-day increments, for illness and/or medical and dental appointments.

18.05 DEFINITIONS

For the purpose of this Article, the word "month" shall mean a calendar month and the words "sick leave" shall include injury and/or any other physical or psychological incapacity.

18.06 INJURY PAY PROVISIONS

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the Employee is fit for further work on that shift.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 GENERAL LEAVE

Union Digital Inc. may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such request is to be in writing with as much notice as possible and approved by Union Digital Inc. Employees on approved leave of absence should not engage in any gainful employment without permission of Union Digital Inc. Such leave is not to be unreasonably denied.

19.02 LEAVE FOR UNION BUSINESS

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with Union Digital Inc. or with respect to a grievance.

Time spent at any interest or rights arbitration hearing, provided that employees shall be required to obtain the permission of Union Digital Inc. before leaving their employment, shall be paid to the Employee as regular hours.

The Union shall reimburse Union Digital Inc. for fifty (50%) percent of pay for hours spent at interest or rights arbitration.

19.03 LEAVE FOR UNION FUNCTION

Upon notification to Union Digital Inc., up to two (2) employees elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority.

The Union shall reimburse Union Digital Inc. for receipt of such pay.

19.04 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

19.05 BEREAVEMENT LEAVE

- A)** In the event of death of an employee's spouse (including same sex or common-law spouse and fiancé), child or parent, the Employee shall be entitled to leave of absence without loss of pay for five (5) days.
- B)** In the event of death of an employee's grandparent, aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, mother-in-law, father-in-law, son-in-law, daughter-in-law or cousin, the Employee shall be entitled to leave of absence without loss of pay for three (3) days.
- C)** Where the burial occurs at a locale in excess of 500 kilometers, such leave shall include reasonable traveling time, the latter not to exceed one (1) day with pay. Additional days without pay may be granted. The Employee shall be paid for scheduled hours during the leave which they otherwise would have worked.

The Employee will be allowed to reserve one day of bereavement leave in order to attend the memorial service.

The Employer shall allow one-half (1/2) day of paid leave to an employee, upon request, to attend a funeral.

The Employer reserves the right to request for suitable proof for taking of bereavement leave.

19.06 COMPASSIONATE LEAVE OR FAMILY LEAVE

Leave with pay shall be granted up to a maximum of four (4) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

19.07 FAMILY LEAVE

Employees shall be granted a leave without pay of twelve (12) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, Union Digital Inc. will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances

warrant. Approval of an extension shall not be unreasonably denied. During an extended leave, the Employee shall continue to accrue all benefits and seniority.

19.08 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

A)

- (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks, as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give Union Digital Inc. four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish Union Digital Inc. with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- (ii) The Employee must have started employment with Union Digital Inc. at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The Employee shall give at least four (4) weeks' notice of their intention to return to work. The Employee may shorten the duration of the leave of absence requested under this Article upon giving Union Digital Inc. four (4) weeks' notice of their intention to do so and furnishing Union Digital Inc. with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 19.08 h) Parental Leave.

- B)** An employee who is on pregnancy or parental leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to a twenty (20%) percent top up of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-six (26) weeks for a maximum per month of one thousand dollars (\$1000.00). The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave multiplied by their normal weekly hours.

The Employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments, in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits, are not reduced or increased by payments received under the plan.

- C)** An employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

- D)** An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job and former shift if their shift was designated.

All employees who fill vacancies as a result of the above absences shall, likewise, be returned to their former permanent positions.

- E)** When Union Digital Inc. has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, Union Digital Inc. shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established

seniority system or practice of Union Digital Inc. in existence at the time the leave of absence began and, in the absence of such a system or practice, shall reinstate the employee in accordance with the provisions of 19.08 d).

- F)** Such absence is not an illness under the interpretation of this agreement and sick leave benefits cannot be used.
- G)** Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- H)** Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave as provided under the Parental Leave provisions of this agreement. The Employee shall give Union Digital Inc. at least four (4) weeks' notice in writing that they intend to take parental leave.

19.09 PARENTAL LEAVE

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.
- (iv) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (v) For the purposes of Parental Leave, the provisions under 19.08 a), b), d), e), f) and g) shall also apply.

Union Digital Inc. will continue to pay its share of the contributions of the

subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the Employee is on pregnancy leave.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the Employee's normal regular hours of work would have been.

Union Digital Inc. will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

- (vi) Any person not taking parental leave shall be permitted three (3) days of paid personal leave to attend the birth of their child.

19.10 JURY OR COURT WITNESS DUTY

Union Digital Inc. shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. Union Digital Inc. shall pay such an employee the difference between their normal earnings and the payment they receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for Union Digital Inc. and at the request of Union Digital Inc., in a matter arising out of their employment, shall be considered as time worked and shall be paid at the appropriate rate of pay.

19.11 EDUCATION LEAVE AND PROFESSIONAL CONFERENCES

Where employees are required by the employer to take courses to upgrade or acquire new employment qualifications, Union Digital Inc. shall pay the full cost associated with the courses or conferences upon receiving certificate of course completion.

19.12 PERSONAL LEAVE DAYS

All employees are allowed one (1) Personal Leave days with pay per year for religious, family, ethno-cultural or personal purposes. These days are not to be carried over from year to year and will not be paid out upon leaving the employ of Union Digital.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 EQUAL PAY FOR EQUAL WORK

The principle of equal pay for equal work shall apply, regardless of gender.

20.02 PAY DURING TEMPORARY TRANSFERS

When an employee temporarily relieves or performs the principle duties of a higher-paying position, they shall receive the rate for that job if assigned for four (4) hours or more. Should the Employer require an employee to do the principle duties of a higher classification, such direction shall be in writing.

When an employee is temporarily assigned to a lower-paying position than their own, their rate shall not be reduced.

20.03 RESPONSIBILITY ALLOWANCE FOR WORK OUTSIDE THE BARGAINING UNIT

When Union Digital Inc. temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the Employee shall receive an allowance of twenty-five dollars (\$25.00) for each shift from the time of the assignment.

Should the Employer require an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit, such direction and mutual agreement shall be in writing.

20.04 PAY DAYS

Union Digital Inc. agrees that wages will be paid semi-monthly on the 15th and last day of the month.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is underpaid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, Union Digital Inc. will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to Union Digital Inc.'s attention.

Errors for lesser amounts will normally be corrected on the next pay.

20.05 PENSION PLAN

The Employer will contribute on a basis of 2% of straight time earnings and the employee will make a matching contribution of 2% effective January 1st, 2023 contingent upon CUPE National registering a jointly approved MSPP

ARTICLE 21 – EMPLOYEE BENEFITS

21.01

The employer shall provide health benefit plan MEDAVIE BLUE CROSS policy #0031320001 for the duration of this Collective Agreement.

The benefit plan shall include at a minimum:

Vision care at 100% coverage, to maximum of \$150 every two (2) years as per the plan, in addition, the employer will reimburse up to an additional \$200 every two (2) years (including dependents) upon production of receipts.

21.02 LONG TERM DISABILITY

The health benefit plan shall include an LTD plan providing for sixty-six point six-seven percent (66.67%) of basic salary for disability claims. Such long-term disability benefit to be payable after the employee has exhausted Employment Insurance sickness benefits or seventeen (17) weeks absent from the workplace, whichever comes first.

21.03 PREMIUMS

The premiums of the Health Benefits and LTD plan will be paid one hundred percent (100%) by the employer.

21.04 WSIB

The Employer shall provide Workplace Safety Insurance coverage for the duration of this agreement.

21.05 CHANGE OF CARRIER

It is understood that Union Digital Inc. may at any time substitute another carrier for any plan, provided the benefits remain of similar or equal value subject to agreement between the parties.

Before making such a substitution, Union Digital Inc. shall notify the Union to explain the proposed changes.

Upon request by the Union, Union Digital Inc. shall provide to the Union full specifications of the Benefit Programs contracted for and in effect for employees covered herein.

21.06 MASTER POLICY

Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits.

ARTICLE 22 – GENERAL CONDITIONS

22.01 BULLETIN BOARD

Union Digital Inc. shall provide a physical and electronic locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities. This bulletin board will be updated, as required, by the Union.

22.02 WORK PORTFOLIO

Employees may submit a written request for having a selection of the work they created on behalf of the employer for the purpose of building their professional portfolio. Collective written requests should be submitted to HR at the end of each calendar month. The employer will review and provide written approval for the number of requested items by the 21st of the following month. Such requests shall not be unreasonably denied.

The employer reserves the right to withdraw any of the previously-approved projects from being displayed. In this case, written notice will be sent and withdrawal from publicly published portfolios shall be made within two (2) business days.

ARTICLE 23 – EMPLOYMENT-RELATED EXPENSES

23.01

A)

- i) Mileage – The Employer shall pay to the Employee fifty-eight cents (\$0.58) per kilometer for all mileage when an employee is required to report for work anywhere other than their regular workplace.
- ii) Parking – The Employer shall provide parking without cost to the employees at their regular place of work. Any parking expenses incurred on behalf of the Employer’s business shall be reimbursed to the Employee as an expense.
- iii) Travel – The Employer shall reimburse the Employee for any travel expenses (air, train, bus, as reasonable), other than regular home to normal workplace travel, where the Employee does not use their own vehicle.
- iv) The Employer shall pay **sixty dollars (60)** per month toward employee business smartphones.

B) All employment-related expenses shall be pre-approved.

23.02 REMOTE WORK MEAL ALLOWANCE

An employee required to work away from their regular place of work in their home city, and not working from home, shall be provided with a meal or an allowance of twenty-five dollars (\$25.00) by the Employer.

23.03 ACCOMMODATION EXPENSES

The employer will cover all accommodation expenses as pre-approved.


23.04 OUT OF TOWN PER DIEM

The employer will **pay one hundred dollars (100.00)** out-of-town per diem to employees. Employees will pay for their own meals.

ARTICLE 24 – TERM OF THE AGREEMENT

Union Digital Inc. and the Union herein agree that the said Collective Agreement shall be from **January 1st, 2022 to December 31st, 2023.**

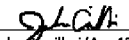
For the Union:


Errin Weatherup (Aug 23, 2022 17:39 EDT)


Oleksandr Boletskyi (Aug 24, 2022 10:45 EDT)

Faiz Ahmed
Faiz Ahmed (Aug 24, 2022 12:21 EDT)

For the Employer:


John Camilleri (Aug 12, 2022 19:47 EDT)

Robert S Eaton
Robert S Eaton (Aug 23, 2022 15:24 EDT)

ARTICLE 25 – LUNA SOFTWARE

The Union bargaining committee and Management team agree to utilize the LUNA software platform bargaining module for purposes of collective bargaining for all future negotiations. There will be no cost to the bargaining unit for the use of this software which will be provided and installed at no charge.

MOU Proposal

The parties agree to establish a Joint Evaluation Process within 90 days of ratification of this Collective Agreement. Said process will examine all remaining job classifications (save and except ad Product Specialist and Web Application Engineer).

LETTER OF AGREEMENT

between

UNION DIGITAL
(hereinafter called the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 5277 (CUPE Unit) (hereinafter called the "Union")


RE: Job Descriptions

During the term of this agreement the Employer and the Union shall institute a committee to develop a job description for all classifications in Schedule A. This committee shall be constituted of two participants from the Union and two participants on the part of the Employer. This Committee shall meet monthly, during office hours as necessary, until all necessary job descriptions are created.

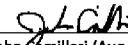
Any new jobs introduced into the bargaining Unit shall also have a job description produced by this committee within 90 days.

For the Union:

For the Employer:



Errin Weatherup (Aug 23, 2022 17:39 EDT)



John Camilleri (Aug 12, 2022 19:47 EDT)



Oleksandr Baretzkyi (Aug 24, 2022 10:45 EDT)

Robert S Eaton

Robert S Eaton (Aug 23, 2022 15:24 EDT)

Faiz Ahmed

Faiz Ahmed (Aug 24, 2022 12:21 EDT)

MEMORANDUM OF AGREEMENT

BETWEEN

UNION DIGITAL

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 5277**

July 7th, 2022

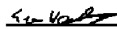
The parties agree to wage correction for Digital Products Operation Lead Classification to following effective July 4th, 2022 and not subject to retroactivity:

Classification	2022 WAGE SCALE			2023-4.5% Increase		
	Hourly Wage 0-1 years	Hourly Wage 1-2 years	Hourly Wage 2+ years	Hourly Wage 0-1 years	Hourly Wage 1-2 years	Hourly Wage 2+ years
Digital Products Operation Lead	40.62	42.04	43.30	42.45	43.93	45.25


It is also agreed upon that this classification's hours of work will be 8hr per day / 40hr per week with half an hour unpaid lunch break – from 9 am to 5:30 pm or 8:30 am to 5 pm.

Signed this 7th day of July, 2022.

For the Union




Errin Weatherup (Jul 8, 2022 10:49 EDT)



Kirill Blagodatnykh (Jul 8, 2022 10:51 EDT)

For the Employer



John Camilleri (Jul 8, 2022 11:17 EDT)

MEMORANDUM OF AGREEMENT

BETWEEN

UNION DIGITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 5277

July 26th, 2022

The parties agree to wage correction for local, full-time Web Application Engineer Classification to following effective July 18th, 2022 and not subject to retroactivity:

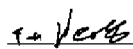
Classification	2022 WAGE SCALE			2023-4.5% Increase		
	Hourly Wage 0-1 years	Hourly Wage 1-2 years	Hourly Wage 2+ years	Hourly Wage 0-1 years	Hourly Wage 1-2 years	Hourly Wage 2+ years
Web Application Engineer	40.62	42.04	43.30	42.45	43.93	45.25

It is also agreed upon that this classification's hours of work will be 8hr per day / 40hr per week with half an hour unpaid lunch break – from 9 am to 5:30 pm or 8:30 am to 5 pm.


Signed this 26th day of July, 2022.

For the Union

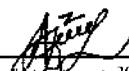
For the Employer



Errin Weatherup (Jul 26, 2022 12:13 EDT)



John Canillo (Jul 26, 2022 12:20 EDT)



(Jul 26, 2022 12:18 EDT)

APPENDIX "A"

UNION DIGITAL INC. WAGE SCALE

Percentage Increase January 1st, 2022 +4.5%	Hourly Rate 0-1 year	Hourly Rate 1-2 years	Hourly Rate 2+ years
Classification			
Web Developer	\$22.83	\$23.64	\$24.34
Photographer/Videographer	\$21.08	\$21.80	\$22.46
2D Animator/Illustrator	\$24.59	\$25.45	\$26.21
Chief Editor	\$26.69	\$27.63	\$28.46
Interactive Media Writer	\$21.08	\$21.80	\$22.46
Printing Press Operator	\$24.59	\$25.45	\$26.21
Creative Writer/Editorial Assistant	\$24.59	\$25.45	\$26.21
Conceptual Designer	\$24.59	\$25.45	\$26.21
Web Administrator	\$21.08	\$21.80	\$22.46
Graphic Designer	\$24.59	\$25.45	\$26.21
Web Developer (e-commerce)	\$24.59	\$25.45	\$26.21
3D Animator/Illustrator	\$24.59	\$25.45	\$26.21
Support Technician	\$21.08	\$21.80	\$22.46
Field Journalist	\$24.59	\$25.45	\$26.21
Web Application Engineer	\$33.90	\$35.09	\$36.15
Production Assistant	\$17.91	\$18.53	\$19.08
Product Specialist	\$22.83	\$23.64	\$24.34
Mobile Application Developer	\$28.98	\$29.99	\$30.89
Quality Assurance Analyst	\$25.36	\$26.25	\$27.03

Percentage Increase January 1st, 2023 +4.5%	Hourly Rate 0-1 year	Hourly Rate 1-2 years	Hourly Rate 2+ years
Classification			
Web Developer	\$23.86	\$24.70	\$25.43
Photographer/Videographer	\$22.03	\$22.78	\$23.47
2D Animator/Illustrator	\$25.70	\$26.59	\$27.39
Chief Editor	\$27.89	\$28.87	\$29.74
Interactive Media Writer	\$22.03	\$22.78	\$23.47
Printing Press Operator	\$25.70	\$26.59	\$27.39
Creative Writer/Editorial Assistant	\$25.70	\$26.59	\$27.39
Conceptual Designer	\$25.70	\$26.59	\$27.39

Web Administrator	\$22.03	\$22.78	\$23.47
Graphic Designer	\$25.70	\$26.59	\$27.39
Web Developer (e-commerce)	\$25.70	\$26.59	\$27.39
3D Animator/Illustrator	\$25.70	\$26.59	\$27.39
Support Technician	\$22.03	\$22.78	\$23.47
Field Journalist	\$25.70	\$26.59	\$27.39
Web Application Engineer	\$42.45	\$43.93	\$45.25
Production Assistant	\$18.72	\$19.36	\$19.94
Product Specialist	\$23.86	\$24.70	\$25.43
Mobile Application Developer	\$30.28	\$31.34	\$32.28
Quality Assurance Analyst	\$26.50	\$27.43	\$28.25
Digital Products Operation Lead	\$42.45	\$43.93	\$45.25

The parties agree to wage correction for Digital Products Operation Lead Classification to following effective July 4th, 2022 and not subject to retroactivity.

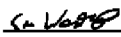
It is also agreed upon that this classification's hours of work will be 8hr per day/40hr per week with a half hour unpaid lunch break – from 9 am to 5:30pm or 8:30 am to 5 pm.


The parties agree to wage correction for local, full-time Web Application Engineer Classification to following effective July 18th, 2022 and not subject to retroactivity.

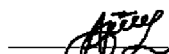
It is also agreed upon that this classification's hours of work will be 8hr per day / 40hr per week with half an hour unpaid lunch break – from 9 am to 5:30 pm or 8:30 am to 5 pm.

For the Union:

For the Employer:


 Errin Weatherup (Aug 23, 2022 17:39 EDT)


 John Camilleri (Aug 12, 2022 19:47 EDT)


 Oleksandr Baberskyi (Aug 24, 2022 10:45 EDT)

Robert S Eaton
 Robert S Eaton (Aug 23, 2022 15:24 EDT)

Faiz Ahmed
 Faiz Ahmed (Aug 24, 2022 12:21 EDT)

APPENDIX "B"

UNION DIGITAL INC. SENIORITY LIST

UNION MEMBERS – CUPE LOCAL 5277 April 2021

Sen #	Employee Name	Classification	Hire Date	Rate of pay on April 1 2021
1	Elisha Allensen	Chief Editor	01-May-11	\$ 27.23
2	Errin Weatherup	Interactive Media Writer	01-Jan-12	\$ 21.49
3	Jason Costa	Field Journalist	09-Jun-14	\$ 25.08
4	Sandy John	Graphic Designer/Illustrator	16-Jun-15	\$ 25.08
5	Mark J Nicolas	Web Developer	23-Aug-16	\$ 23.29
6	Edward Pigulski	Product Specialist	06-Sep-16	\$ 23.29
7	Darwin Marcelo	Production Assistant	03-Apr-17	\$ 18.26
8	Kirill Blagodatnykh	Web Application Engineer	03-Apr-17	\$ 34.59
9	Oleksandr Baletskyi	Web Application Engineer	01-Oct-17	\$ 34.59
10	Maksym (Max) Tymofeiev	Web Application Engineer	21-May-19	\$ 33.58

APPENDIX "C"

PAID SICK LEAVE CHART

0-1 YEARS	5 DAYS
1-3 YEARS	6 DAYS
3-5 YEARS	9 DAYS
5+ YEARS	12 DAYS

In the event of hospitalization, serious illness or catastrophic health event, the amount of paid sick leave will be extended by 5 days with medical documentation.

SICK DAY ACCUMULATION CHART

UNUSED SICK DAYS DECEMBER 31 st	CARRY FORWARD
1	1
2	1
3	1
4	2
5	2
6	2
7	3
8	3
9	3
10	4
11	4
12	4
13	5
14	5
15	5

