
COLLECTIVE AGREEMENT

between

 **COGECO**

Data Services

and



CANADIAN UNION OF PUBLIC EMPLOYEES

Local No. 1

February 1, 2013 – January 31, 2017

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ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and all employees and to provide amicable methods of settling differences. This relationship will ensure effective and efficient operations to meet the needs of our customers.
- 1.02 It is the intent and purpose of the parties to set forth here the agreement between the Employer and the Union concerning rates of pay, hours of work and all other conditions of employment.
- 1.03 The Employer and the employees are responsible for the quality of service to the customers of Cogeco Data Services and the employees are prepared to assist at all hours of the day or night in the provision of such services except when employee is on sick leave, vacation, WSIB, or any other approved leave.

ARTICLE 2

UNION RECOGNITION

- 2.01 a) The Employer recognizes the Union as the exclusive bargaining agent for its Employees in classifications listed in Schedule I of this Agreement for the establishments located in the City of Toronto.
- b) For greater certainty, but without expending Schedule I, the Union's bargaining unit excludes: supervisors; leaders; persons above the rank of supervisor, and leader; human resource staff; legal services staff; public relations staff; payroll staff; engineers; administrators; information technology staff; administrative assistants; analysts; sales staff; marketing staff; retail staff; coordinators; and consultants.

ARTICLE 3

NO DISCRIMINATION

- 3.01 a) The Employer agrees that it will not discriminate against its employees contrary to the provisions of the *Canadian Human Rights Act* or by reason of membership or activity in the Union.

- b) All rights and benefits conferred under this Collective Agreement to employees on the basis of a spousal relationship shall be equally conferred when the employee's partner is of the same sex.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 The Union recognizes that the management of the Employer and the direction of the work force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, set qualifications, promote, demote and suspend or otherwise discipline or discharge any employee for just cause;
- c) generally to manage the operation and undertaking of the Employee and take such measures as the Employer may determine for the order and/or economical operation of the Employer's business and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the Employer in its discretion deems necessary for the efficient and economical carrying out of the operations and undertaking of the Employer.

The Union further recognizes the rights of the Employer to make and alter from time to time reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

4.02 Management shall exercise its rights in a manner that is consistent with the terms of this Agreement.

ARTICLE 5

STRIKES & LOCKOUTS

- 5.01 The Union agrees it will not counsel or authorize any strike during the lifetime of this Agreement and the Employer agrees that there will be no lockout of Employees during the term of the Agreement.
- 5.02 Employees are not required to cross picket lines except to perform duties relative to the Employer's operation and the maintenance of service to equipment within the Employer's jurisdiction.

ARTICLE 6

UNION SECURITY & CHECK-OFF

- 6.01 Employees and students, as defined in 6.02, as a condition of employment, become members of the Union on hiring and retain membership for the duration of their employment in the bargaining unit.
- 6.02 Post-Secondary Students may be employed during their vacation periods and/or during their work term in a co-operative training program with a university or college. In addition to Article 6.03, the only provisions of the Agreement applicable to students are:
 - b) Union Representation
 - c) Grievance Procedure
 - d) Recognized Public Holidays
 - e) BereavementStudents required to wear safety footwear, shall be allowed up to fifty percent (50%) of the safety footwear allowance in Article 18.02 per contract year to obtain and maintain safety footwear. Footwear shall be approved by the immediate Supervisor.
- 6.03 The Employer hereby agrees that for all employees in the Bargaining Unit, they will deduct their Union dues or the equivalent thereof in accordance with the constitution of the Local Union and will remit such sums of monies to the Treasurer of the Local every pay day, along with a duplicate check-off list showing the names of the persons from whom the deductions were made.

- 6.04 The Employer will supply the Union with a list of current Bargaining Unit employees' names, addresses, and telephone numbers (unless an employee advises otherwise) annually in a format mutually agreed upon.
- 6.05 The Employer shall provide each employee with a T4 slip reflecting the amount of the Union dues paid by each Union member in the previous year.
- 6.06 All Bargaining Unit employees shall be paid bi-weekly by direct deposit according to earnings. The rate of the pay to which each employee covered by the terms of this Agreement shall be entitled in accordance with their classification and the wage rate set out in *Schedule 1*. On each pay day, each employee shall be provided with an itemized statement of *their* wages and deductions. *Employees shall have access to a time-keeping system which will show an up-to-date listing of vacation, floater, sick and lieu time balances, at any time.*

ARTICLE 7 STEWARDS

- 7.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or otherwise elect *four (4)* stewards whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure. The Union shall notify the Employer in writing of the names of the stewards. *If possible, the Stewards shall consist of one (1) Field employee, one (1) Shift employee and two (2) employees based out of the work centre.*
- 7.02 If proper discharge of grievance responsibility requires a Union Steward to be absent from work, in order that the work of the Employer shall not be unreasonably interrupted, the steward shall not leave work without obtaining the permission of the immediate supervisor. Such permission shall not be unreasonably withheld and such authorized absence shall be paid by the Employer.
- 7.03 When the Employer arranges a meeting with an employee and it is known that such meeting will result in disciplinary action, the Employer must first advise a Union Steward. The Employer will

contact the Union Office who may arrange for a Union Steward. No Employee *shall* be disciplined or discharged without just cause and no disciplinary meeting *shall* take place until the Union has had a reasonable opportunity to arrange for the presence of a Union Steward. A copy of any disciplinary letter issued will be sent to the Union Office.

ARTICLE 8 GRIEVANCE PROCEDURE & ARBITRATION

Grievance

- 8.01 Any employee or group of employees may refer grievances through the Union Steward. Grievances must be filed within fifteen (15) calendar days of the event(s) giving rise to the grievance unless both parties agree to an extension of time.
- When a difference arises relating to the alleged violation of this agreement, an employee must first discuss the matter with their immediate supervisor who will attempt to resolve the matter.
- 8.02 When a grievance is to be filed, a grievance form must be completed. The form shall contain a statement giving particulars of the grievance, a statement of the remedy sought and the provisions of the Agreement alleged to have been breached. Nothing herein precludes the grievor, the Union or Employer from relying upon other provisions of the Agreement.
- 8.03 Step 1. The grievance form must be completed in duplicate, signed by the Union Steward and presented to the Supervisor/Manager by the Union Stewards and employee(s) (at their option). Both copies must be returned by the Supervisor/Manager with signed comments to the Union Steward within *ten (10)* calendar days.
- 8.04 Once a grievance has been filed no Employer representative shall discuss the grievance with the affected employee(s) in the absence of a Steward or Union Official.
- 8.05 Step 2. If the grievance is not resolved at Step 1, the Union may within *ten (10)* calendar days, refer it to the *Director*, Human Resources or designate who shall meet with the Vice President of the Union or designate and the affected employee(s) (at their option). The Employer must render a decision in writing within *ten (10)* calendar days.

- 8.06 The Union or Employer shall have the right to initiate a grievance at Step 2, for issues arising out of the interpretation, administration or alleged violation of any provision of this Agreement. Such grievance shall be in respect of policy matters that affect the Union or Employer. A written answer must be provided within *ten (10)* calendar days after receipt of a policy grievance.
- 8.07 If either the Union or Employer fails to act within the time limits set out in the grievance procedure, the grievance shall automatically proceed to the next step.
- 8.08 The time limits fixed in Grievance Adjustment may be extended with consent of the parties.
- 8.09 Regular time absent from work for grievance representation shall be paid by the Employer.

Arbitration

- 8.10 *Step 3.* If satisfaction is not obtained at Step 2, either party may within fifteen (15) calendar days refer a grievance to arbitration in accordance with the arbitration provisions of this Agreement. Notice in writing will be provided by the party making application for arbitration within the prescribed time limit.
- 8.11 Any grievance, not otherwise resolved, relative to the interpretation, application or administration of this Agreement, may be referred to the Federal Minister of Labour with a request for appointment of an Arbitrator, whose decision is final and binding on the parties. An Arbitrator dealing with grievance concerning discipline or discharge may amend or modify any penalty.

ARTICLE 9 SENIORITY

- 9.01 Seniority shall be defined as the length of service in the bargaining unit with the Employer and includes length of service with the predecessor Employers Toronto Hydro and Toronto Hydro Telecom.
- 9.02 A seniority list shall be posted on the bulletin board and a copy of it shall be provided to the Union by the Employer by May 1st of each year.

- 9.03 Any employee disagreeing with the seniority standing may refer the concern to the *Director*, Human Resources. If it is not resolved, the employee may refer it to the Grievance Procedure. In any event, employees who commence work on the same day shall be assigned seniority by lottery.
- 9.04 Seniority shall be lost and employment will be terminated in the event that:
- a) The employee is dismissed and not reinstated subsequently;
 - b) The employee voluntarily leaves the employment of the Company;
 - c) The employee is laid off for the period of twelve (12) months.
- 9.05 When *an* Employee is granted a leave of absence *for reasons other than compassionate grounds or Union business* without pay of over twenty (20) working days, time absent shall be deducted from their employment seniority standing, *and vacation will be prorated*, unless agreed upon by the parties or prohibited by law.
- 9.06 An employee may transfer out of the bargaining unit for a period not to exceed *three (3)* months without loss of seniority. Following the *three (3)* month period the said employee shall lose their seniority. Upon written agreement by the Union and the Employer, the transfer period can be extended.

ARTICLE 10

JOB POSTING & VACANCY

- 10.01 a) Where the Employer determines that a permanent vacancy exists, it will be posted. The Employer agrees to post notice of such vacancy for the period of five (5) working days. The posting shall state the location, department and section where the vacancy exists. A copy of the posting will be sent to the Union. On request, the *Director*, Human Resources *or designated representative* shall explain the reason why the employee was not selected to fill the permanent vacancy.
- b) The name(s) of the successful employee(s) will be posted within thirty (30) days of the selection.

Promotion

10.02 In all cases of permanent transfer or promotion to positions within the bargaining unit, the following factors shall be considered:

- a) Qualifications
- b) Level of Current Performance Appraisal
- c) Seniority

Where a) and b) are relatively equal, seniority shall govern.

“Qualifications” shall include but not be limited to *related* experience, related education and, where applicable, satisfactory completion of work tests.

If none of the applicants are qualified, the Employer may fill the job in its discretion.

10.03 Grievance(s) from senior unsuccessful applicant(s) may be initiated within ten (10) working days of the notice of appointment. The grievance shall be initiated at the *Director*, Human Resources level.

10.04 Where a new job is established, or where existing job duties are substantially changed or merged such that an employee is incorrectly classified, the appropriate classification, wage rates, wage ranges and progressions shall be negotiated and the applicable conditions of this agreement shall apply. If no agreement is reached on the wage rate and/or progression the matter may be submitted to arbitration. If a wage change results, it shall be retroactive to the date that the job duties were changed, or new job created.

The Arbitrator appointed to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate relative to other rates within the bargaining unit. The current job classifications are set forth in Schedule I hereof.

10.05 On transfer due to promotion, the following shall apply:

The employee shall receive a wage rate as follows:

- a) If the present rate is below the minimum rate of the new classification, the employee shall receive the minimum rate of the new classification and shall be given a new anniversary date.

- b) If present rate is within the wage range of the new classification, the employee shall not receive rate wage change until the next schedule increase; and shall be given a new anniversary date.

Probation

10.06 a) An employee shall be on probation in a new classification for a period of five (5) months worked in that new classification. At any time, until the employee completes their probationary period, it may be determined by the Employer that the employee is unsatisfactory in the new classification and shall be reverted to the immediately previous classification and rate without loss of seniority.

- b) An employee who successfully bids for a posted bargaining unit position shall be given an opportunity to revert to their former position if they make a request within four (4) weeks from the date of assumption of new duties. Shift workers, however, will have eight (8) weeks to exercise this right. In these circumstances the Employer shall not be required to repost the position but rather fill the vacancy from the original pool of candidates.

10.07 The probationary period for a new employee is *five (5) months. Upon written agreement by the Union and the Employer, the probationary period may be extended.*

10.08 A new employee, while on probation, may be discharged for failing to meet management’s standards without recourse to the grievance and arbitration provisions. The Employer agrees not to act in an arbitrary or discriminatory manner in the evaluation of probationary employees.

10.09 New employees may be permitted to transfer to another job classification during the probationary period.

10.10 When a driver’s *license* which is required to discharge a responsibility in a classification and when the *driver’s license* of an employee in such classification is suspended for not more than thirteen (13) months, *the employee will be demoted into a position of lower classification if it is available and if they are qualified. If an alternate position is not available the employee shall be considered on layoff without pay.*

If while on layoff, a temporary position is available, the Employer shall offer the position to the employee on the condition that she/he meets all normal requirements of the position. It is understood that a driver's license will not be required to perform the duties of the temporary position. The employee shall continue to maintain seniority during this layoff period.

If the driver's license of said employee is suspended for a period greater than thirteen (13) months, the employee shall be terminated.

10.11 *Article 10.10 does not apply to employees on probation.*

Job Description

10.12 All Wage Classifications listed in Schedule I shall have job descriptions *summarizing* the present duties and responsibilities pertaining to the jobs covered in this Agreement. Any new job descriptions or changes to existing job descriptions may be made by the Employer in accordance with the Management *Rights* Article of this Agreement *and the Union will be notified in writing.*

ARTICLE 11

LAYOFF & RECALL

11.01 When the Employer reduces the workforce for reasons other than technological change or shortage of work, the Employer will layoff the employee with the least seniority in the classification where the reduction is necessary provided that the remaining employees have the qualification to perform the work required. An employee to be laid off shall be given at least forty-five (45) days' notice of the said layoff.

11.02 An Employee who is laid off may bump the employee with the least seniority in the classifications identified below provided that the employee is qualified and able to perform the work following a trial period of ten (10) working days. The employee who wishes to bump must advise the Employer within *three (3) days* from the lay off notice. The Employer will then prepare a list of all classifications *in* which the employee is qualified to bump into. The employee will be given five (5) working days to select from the provided list. An employee may bump into *any classification for which they are qualified.* If an employee is not

able to perform the work in the classification after the trial period the Employee shall be laid off.

11.03 Employee will be recalled in the reverse order from which they were laid-off. Senior employees will be recalled first, providing they are qualified and able to immediately perform the work required in the classification to which they are being recalled. The employee shall be provided a trial period of ten (10) working days to demonstrate that they are qualified and able to perform the work.

11.04 If none of the Employees on the recall list have the required qualifications for a classification for which there is a recall, the Employer may hire a person from outside the bargaining unit.

11.05 When it is necessary to reduce the workforce, co-op students and students shall be laid off before probationary employees and all probationary employees in the affected classification shall be laid off before any employee with seniority.

11.06 Employees not actively at *work* on the day of notice of layoff will be advised by telephone or mail at their last known address or telephone number.

11.07 A copy of each layoff notice shall be provided to the *Union Office.*

11.08 An employee displaced from their regular classification due to bumping may return to their former classification if sufficient work develops. No new permanent vacancy shall be deemed to exist in that classification until all former employees in that classification have been afforded an opportunity to return to their classification.

11.09 Employees who are permanently laid off and are paid severance in accordance with the *Canada Labour Code* shall forfeit recall rights.

11.10 Employees who are laid off as a direct result of a contracting out shall be paid severance at the rate of five (5) days pay at the then current rate for each completed year of service.

11.11 Employees who are laid off for all other reasons shall be paid severance at the rate of three (3) days at the then current rate for each completed year of service.

11.12 Articles 11.10 and 11.11 must satisfy the *Canada Labour Code* requirements

ARTICLE 12

TEMPORARY TRANSFER

12.01 When the Employer determines that relief of more than *two (2)* weeks or less is required, it shall be offered to the senior qualified employee in the department at the location. If there are no qualified employees available, the Employer may fill the position at its discretion.

Payment

12.02 All employees *relieving* into a higher classification shall receive a one step increase over their existing wage band within the higher classification they are relieving into for all hours worked provided that they have been in the higher classification for at least one (1) day. If the employee's current wage band is higher than relieving wage band, the employee shall continue to receive their current wage rate.

ARTICLE 13

LEAVES OF ABSENCE FOR UNION BUSINESS

13.01 Leave of absence shall be granted to Union Officials for Union business when requested, provided that such leave does not interfere with the Employer's operation. The decision as to whether the Employer's operation is disrupted is at the Employer's sole discretion. The Union is required to provide the Employer with *seven (7) working days'* notice of a request for leave of absence under this Article. Under unusual circumstances, a shorter notice period may be considered. Approval for such requests shall not be unreasonably withheld. A leave of absence under this provision will not be granted to more than *four (4)* employees at a time. *Union Officials shall be comprised of employees from different classifications if possible.*

13.02 In the event an employee is elected or appointed to a full-time Union position, the Employer shall grant such a leave of absence for the period of time such person is a full-time Union official,

without loss of seniority and with the right to return to their position at the end of their term(s) of office.

13.03 Time absent from work by Union representatives in attendance at meetings with the Employer shall be paid by the Employer at straight time.

13.04 If a Union *Official* is off on Union business, the whole cost of wages and benefits shall be maintained by the Employer. The Union shall reimburse the Employer the whole cost of wages and benefits by the 15th of the month following the month in which detailed billing is received.

13.05 Employees granted leave of absence without pay for any purpose other than Union business shall reimburse the Employer the full cost of medical, hospital and insurance coverage for the period of absence unless otherwise legally required. During a leave of absence an employee shall not be entitled to any benefits contained under this Collective Agreement except as provided by law.

13.06 The Union Bargaining Committee shall be comprised of two (2) employees from different classifications and shall be given time off during working hours without loss of pay or seniority while actually attending negotiation meetings with the Employer. In no circumstances shall the Employee be entitled to overtime pay.

13.07 The Employer will also provide, without pay, a maximum of three (3) days for each of two (2) Union Bargaining Committee members, to be used for contract negotiations preparation. Arrangements for time off will be made through the *Director, Human Resources or designated representative.*

13.08 The Employer agrees that within four (4) weeks of date of *hiring* a new employee, the Union will be provided with the opportunity to meet with new employee, for a period not to exceed thirty (30) minutes, for purpose of acquainting the new employee with the benefits and duties of Union membership. The cost of Union representation at such meeting will be at the Union's expense.

ARTICLE 14

ABSENCE

- 14.01 Employees shall report absences to their Department Head at least one (1) hour before the commencement of the shift.
- 14.02 Employees absent without leave for more than two (2) working days shall be deemed to have resigned.
- 14.03 *Employees must make every reasonable attempt to contact the employer regarding an absence.*

ARTICLE 15

BULLETIN BOARDS

- 15.01 Bulletin *boards* provided by the Union, will be erected in such locations as are mutually acceptable to the Employer and the Union.

ARTICLE 16

JURY & WITNESS DUTY

- 16.01 If employee is required for jury duty or subpoenaed as a witness, there shall be no loss of pay or seniority. The Employer will make up the difference between any fee paid to the employee as a witness or juror and the normal rate of wages for the period during which the Employee served as a juror or witness, provided that the employee produces satisfactory evidence respecting entitlement. An employee acting as a voluntary witness is not paid for such absence.
- 16.02 If employee is required to serve as a subpoenaed witness outside of regular working hours, and the requirement resulted directly from employment with the Employer, the Employee shall be paid the difference between the witness fee and the appropriate overtime rate plus travel time.

ARTICLE 17

BEREAVEMENT LEAVE

- 17.01 An employee shall be granted bereavement leave, without loss of straight-time pay of:

- a) *Five (5) consecutive working days to assist with arrangements and/or to attend the funeral in case of death of employee's parent, step-parent, partner/spouse or child and step-child. However, in the event where the funerals are scheduled at a later date, one (1) of the five (5) days can be moved.*
 - b) *Three (3) consecutive working days to assist with arrangements and/or to attend the funeral in case of death of employee's brother, sister, grandparent, parent-in-law, grandchild, son-in-law, daughter-in-law or relative residing in the employee's home. However, in the event where the funerals are scheduled at a later date, one (1) of the three (3) days can be moved.*
 - c) The day of the funeral for attendance at the funeral in the case of the death of employee's brother-in-law, sister-in-law, or upon Employer's approval for a relative other than those listed above.
 - d) Consideration may be given for an extension of time under abnormal circumstances or if extensive travel is necessary. The employee will be entitled to use vacation or lieu bank time for extension time. It is understood that weekends or scheduled 'off' days are not included in entitlement of consecutive working days.
- 17.02 The President of the Union or a delegate is permitted without loss of pay to attend the funeral of Union members and retired Union Members. Arrangements must be made beforehand with the Department Head.
 - 17.03 Up to six (6) employees shall be permitted to serve as pallbearers at a funeral of a fellow employee or a retired employee and there shall be no loss of pay in connection with the absence.
 - 17.04 When an employee is on vacation and a relative listed in article 17.01 dies, that portion of the employee's time resulting from the bereavement in accordance with the provisions of Article 17.01, shall be changed from vacation or sick time to bereavement leave. Employees are required to notify their Department Head immediately on receipt of notification of a death.

- 17.05 For employees working other than an eight (8) hour day the number of hours scheduled for the day on which the absence occurs shall be considered one (1) day for the purpose of this Article.

ARTICLE 18

SAFETY FOOTWEAR ALLOWANCE

- 18.01 The Employer will supply safety equipment other than safety footwear that it considers necessary, at no cost to the employees. Safety equipment shall be replaced if it is damaged, is outside of the manufacturer's specifications or beyond its useable life. Employees are responsible to ensure that their required safety equipment is in good working condition, fit for use, and worn as required either by law or by the Employer.
- 18.02 Employees, who are required to wear safety footwear, shall be allowed up to *one hundred and eighty dollars (\$180.00)* per contract year to obtain and replace safety footwear that has been approved by the employee's immediate Supervisor. Employees shall be reimbursed upon production of satisfactory receipts. There shall be no carry over on this item.
- 18.03 Employees who require safety footwear shall not be permitted to work unless they are wearing it.
- 18.04 The Employer shall pay the full cost of the purchase, replacement or repair of safety footwear that a full time employee must have made-to-measure.

ARTICLE 19

PUBLIC HOLIDAYS

- 19.01 Public Holidays shall be New Year's Day, Family Day, Good Friday, Victoria Day, July 1st, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- 19.02 Each regular employee shall be entitled to two (2) additional days holiday with pay during the calendar year and such day(s) shall be mutually agreed to by the supervisor and employee. These days may be taken in half days.
- 19.03 When Christmas, New Year's Day or July 1st or *Remembrance Day* falls on a Saturday or Sunday, the following Monday shall

be observed as the Public Holiday. When Christmas falls on a Saturday or Sunday, the following Tuesday shall be observed as the Boxing Day Public Holiday. When Christmas falls on Friday, the following Monday shall be observed as the Boxing Day Public Holiday.

- 19.04 A shift employee scheduled to work on any observed Public Holiday shall be allowed one day in lieu for the Public Holiday unless the employee is permitted to take the day off as a Public Holiday. When a shift employee's scheduled day off falls on an observed Public Holiday the employee shall receive one day lieu. A shift employee shall be allowed to accumulate lieu days for a period of twelve (12) months from the date it was earned.
- 19.05 Employees are not entitled to pay for Public Holidays when they are absent, without pay, the work day before or the work day after the Public Holiday. For the purpose of this Article only, an employee absent on Union business shall be deemed to have been at work.
- 19.06 An Employee who is required to work on a Public Holiday but unable to do so because of illness, shall be allowed a lieu day as in Article 19.03
- 19.07 When a Public Holiday occurs during an employee's vacation period, that day shall be charged to Public Holiday and not to the employee's vacation time.
- 19.08 Hours worked on a Public Holiday are paid at double time (2x) and the employee shall receive a day in lieu.

ARTICLE 20

VACATION

- 20.01 In the first year of employment, an employee shall be entitled to one (1) day of vacation, to a maximum of ten (10) days, for each completed month of service.
- 20.02 In and from the calendar year following the commencement of employment, the employee shall be allowed fifteen (15) days of vacation.
- 20.03 In and from the calendar year following the completion of the *six* (6th) years of employment, the employee shall be allowed twenty (20) days of vacation.

Example: An employee hired at any time during 2008 shall be entitled to twenty (20) days of vacation as of January 1st, 2014.

20.04 In and from the calendar year following the completion of fifteen (15) years of employment, the employee shall be allowed twenty-five (25) days of vacation.

Example: An employee hired at any time during 2008 shall be entitled to twenty-five (25) days of vacation as of January 1st, 2023.

20.05 In and from the calendar year following the completion of twenty-five (25) years of employment, the employee shall be allowed thirty (30) days of vacation.

Example: An employee hired at any time during 2008 shall be entitled to thirty (30) days of vacation as of January 1st, 2033.

20.06 Vacation shall be scheduled at the Employer's discretion. The Employer shall post a vacation preference list for June, July and August (summer vacation) prior to April 15 and employees may express their vacation preference. The Employer will attempt to accommodate such preference on a first come, first serve basis. Employees shall not be entitled to more than two (2) consecutive weeks of summer vacation unless the Employer can accommodate such requests.

20.07 The Employer will reply to vacation requests following April 15th, and will attempt to accommodate such requests subject to its overriding operational requirements. For all other vacation requests, the Employer will respond within ten (10) working days of receipt of such request.

20.08 An employee shall be allowed to carry over one week of one (1) year's vacation provided that the vacation carried over is taken within four (4) months from the start of the new vacation year.

Sick leave may be substituted for vacation when the employee has established, to the satisfaction of the Employer, that a serious illness or serious injury due to accident occurred while on vacation.

20.09 When employment is terminated, and vacation taken has exceeded the vacation entitlement, the Employer is authorized and entitled to recover the overpayment.

ARTICLE 21

DRIVER'S LICENCE, TRADE & PROFESSIONAL FEES

21.01 The Employer shall pay the annual OACETT membership for Technicians and Technologists. The Employer shall also pay any fees related to a trade certification recognized under the Apprenticeship and Trades Qualifications Act or any annual membership for professional or trade *certification* under the Apprenticeship and Trade Qualifications Act of Ontario so long as such membership is required as a condition of employment.

21.02 The Employer shall pay one-hundred percent (100%) of the cost of a *G* driver's Licence *for employees assigned to a dedicated company vehicle* and the cost of a medical examination associated with it, for employees who are required to operate a company vehicle that requires such specialized licence.

ARTICLE 22

WORK CLOTHING

22.01 The Employer may require employee(s) to wear work clothing identified with the Employer's name and/or logo. The Employer shall supply work clothing in sufficient quantities to Employees who require them and will replace them when necessary.

ARTICLE 23

TOOL REPLACEMENT

23.01 The *Employer* shall provide *all* tools to Employees *as* necessary to carry out their duties. Broken or worn out tools will be replaced by the Employer but must be turned in before replacement is made. *The Employee is responsible for the upkeep and safe keeping of the tools provided.* The Employer may reimburse Employees for hand tools lost in the performance of their duties. *If the damage or loss is due to carelessness or negligence, the replacement cost and payment plan will be mutually agreed upon by the parties.*

ARTICLE 24

HEALTH, WELFARE & INSURANCE BENEFITS

Pregnancy, Adoption, Parental and Family Medical Leave

24.01 Pregnancy, Parental and Family Medical Leaves will be granted to employees under the terms of the *Canada Labour Code and the laws that govern Ontario employees.*

Prior to or returning from maternity, parental or adoption leave an employee must provide at least four (4) weeks written notice to their Manager. Any employee who wishes to modify the date of her/his return to work must notify their Manager in writing at least four (4) weeks in advance.

- a) *Seniority and unpaid vacation credits continue to accrue during any maternity, parental and adoption leave.*
- b) *Where a scheduled increase or progression occurs during the absence, the employee will receive such increase or progression upon return.*
- c) *An employee whose spouse or partner gives birth is entitled to one (1) paid day off on the day the child is born or the following day. In the event where a spouse/partner decides to take a parental leave, this day off can be used on the business day which immediately precedes the start date of the leave, or on the business day immediately following the parental leave.*
- d) *An employee who has worked and completed five (5) months of continuous employment before a maternity, parental or adoption leave shall be reinstated in the position she/he held before leaving, or in a comparable position if her/his position no longer exists at no loss of wages.*

Group Insurance

Subject to co-insurance reflected in the Employer's Group Insurance Policy, the Employer agrees to pay the premiums for a medical hospital and dental plan in accordance with company policy.

24.02 Any regular employee who has completed the eligibility period of three (3) months provided for the Group Insurance Policy shall be entitled access the group insurance policy. The

Employer reserves the right to make non-material changes to the Group Insurance Policy.

24.03 Short-term and long-term income insurance premiums shall be paid by the employee. An adjustment in premium costs may be made on September 1st of each year.

24.04 The Employer undertakes to deduct from each pay, in equal increments, the insured employee's part of the group insurance premium, and to send the total premium, i.e. the employee's part and Employer's part, to the designated insurance company.

24.05 The Employer shall provide the Union, with a copy of the Group Insurance Policy contract along with any amendment(s) to it.

Pension Plan

24.06 The Employer's pension plan is a defined contribution plan, which is effective retroactively to August 1st, 2008. Enrolment in this defined contribution plan is mandatory for any employee who has completed twelve (12) months of continuous employment. Enrolment shall take place on the 1st of the month following completion of the twelve (12) month period of continuous employment.

24.07 The Employee may decide to direct the investment of both employee and Employer contributions between different investment vehicles contained within the pension plan.

24.08 The Employer agrees to form a committee to discuss the development of an *MSPP* Benefit Plan based on the existing contribution levels. If any Target Benefit Plan is agreed upon it will be implemented *upon agreement of changing to MSPP in 2013* for all employees under this agreement.

24.09 Employee Contributions:

A member of the Plan is required to contribute four percent (4%) of base salary up to the Year's Maximum Pensionable Earnings (YMPE), and five percent (5%) of base salary in excess of the YMPE.

24.10 Company Contributions:

The Employer will match the required mandatory employee contributions at one hundred percent (100%).

24.11 Optional Contributions:

A member may make optional contributions to the Pension Plan up to the limits in the Income Tax Act. There shall not be a corresponding Employer contribution in connection with such optional contribution.

ARTICLE 25

LABOUR MANAGEMENT COMMITTEE

25.01 The Union and Management recognize that effective labour relations depend upon co-operation and good communications. The Labour Management Committee is an important vehicle and provides structure to support such communications. The parties will meet *monthly*, or as required, and if they feel that it is necessary or appropriate, will create a schedule for future meetings.

The Committee will operate openly with the free exchange of ideas to encourage understanding and lead to the resolution of issues.

The Committee shall not have authority to change, delete, or modify any terms of the Collective Agreement nor to settle grievances. The parties intend that this Committee will work towards improving relations. Minutes of Committee meetings shall be recorded and a copy sent to each of the members within ten (10) days of each meeting.

25.02 The Committee will consist of *three (3)* members of Management and *three (3)* members from the Union. Both parties may bring subject matter experts as may be required. Agenda items will be exchanged, in writing, five (5) days prior to a meeting. No grievance matters shall be discussed at these meetings.

25.03 The Union Representatives shall be given time to be absent from work, at the Employer's expense, in order to attend meetings.

ARTICLE 26

HEALTH & SAFETY

Cogeco Data Services and CUPE Local One acknowledge their joint and separate responsibilities under the Occupational Health and Safety section, of the **Canada Labour Code**. Both parties have established a

Joint Health and Safety Committee to discuss health and safety matters of mutual concern.

The Employer recognizes the Union's Health and Safety Representative or designate as having authority to act in all Health and Safety matters for the Union.

The Workplace Committee

26.01 The Workplace Committee will have an equal number of Union and Management representatives not *less than* three (3), one of which on the Union side shall be the Union Health and Safety Representative, and will have Co-Chairpersons. The Committee will meet *as per legislative requirement* or more frequently with joint Co-Chairpersons' approval.

Terms of Reference

26.02 The terms of reference for the Workplace Committee will include the following:

- a) Identify, evaluate and make recommendations to all matters pertaining to health and safety in the workplace.
- b) Review and make recommendations on health and safety concerns which have been forwarded by the Employer or the Union.
- c) Inspect the workplace, as required by the Occupational Health and Safety section of the Canada Labour Code.

26.03 The Union Committee members shall be allowed reasonable time between the termination of the meeting to return to their normal duties for meals, clothing change, and travel. Time absent from work will at the Employer's expense.

26.04 Committee members will receive the certification training in accordance with the Employee Education program outlined in the Canada Labour Code and the applicable jurisdictional statutes at Employer's expense. The training must be associated with the requirements of the Employer's workplace and determined by the Health and Safety Committee. Training shall be provided as soon as reasonably practicable and should be within three (3) months of election or selection to the Committees.

26.05 Committee meeting minutes shall be *taken* by the Employer and submitted for approval to the Co-Chairpersons.

Safety

26.06 An employee who has been ordered to work in violation of the Employer's safety rules may refuse to perform that work.

**ARTICLE 27
ACCOMMODATION**

27.01 The Employer and Union are jointly committed to the reintegration of employees who have suffered an Occupational or non-Occupational injury or illness into the workplace. In addition to that commitment, they agree to work together to achieve an orderly reintegration process and will comply with all applicable legislation in order to achieve this goal. *The Union will be notified of all accommodation meetings related to occupational illness or injury.*

**ARTICLE 28
TRAINING**

28.01 When the Employer determines that employees require additional knowledge and/or skill, the Union shall be notified. The Employer may provide the necessary facilities and instruction to enable such employees to acquire the additional knowledge and/or skills at no loss in wages. During this training period the Employer will compensate employees for reasonable travel *related costs, accommodation and* meal expenses.

**ARTICLE 29
JOB SECURITY**

29.01 If an employee's job is eliminated as a direct result of contracting out by the Employer, and if another job within the bargaining unit for which they are qualified is vacant, the Employer shall place the most senior affected employee in such job and the job posting clause shall be waived. The employee will be red circled at her/his current rate of pay for the remainder of the term of the Collective Agreement or the wage rate of the new job, whichever is higher.

29.02 If there are no jobs available, the employee can exercise their bumping rights.

29.03 Only Employees in the bargaining unit shall perform bargaining unit work except in the case of training or emergency.

**ARTICLE 30
TECHNOLOGICAL CHANGE**

Advance Notice

30.01 When the Employer has determined that technological change, which will eliminate or significantly change a job, will be introduced, the Union will be provided with both four (4) weeks advance notice and an opportunity to discuss the change before implementation.

Priority Rights

30.02 During the advance notice period, as described in Article 30.01, employees who are so affected will have priority rights to fill any posted vacancy of an equivalent or lower classification level, provided they are qualified, with the employee with the greatest employment seniority having first priority rights. Should the posted vacancy be at a level lower than the employee's technologically-impacted position, the employee will retain her/his current rate of pay for a period of three (3) months.

New Job

30.03 If a job is eliminated due to technological change and a new job created, the Employer will provide the affected employees, on an employment seniority basis, up to four (4) weeks' training. Additional training may be provided by the Employer in its discretion.

If there are an insufficient number of newly created jobs or if no new jobs are created, or if the affected employees choose not to accept the training, then the employees will be placed in other positions by the Employer, if available, failing which they will be laid off.

Significant Change

30.04 If a job is significantly changed due to technological change, the Employer will provide the incumbents up to four (4) weeks' retraining. Additional training may be provided by the Employer in its discretion.

If there are an insufficient number of newly created jobs or if no new jobs are created, or if the affected employees choose not to accept the training, then the employees will be placed in other positions by the Employer, if available, failing which they will be laid off.

30.05 If the affected Employees cause displacement of other employees, the Employer will not be required to provide notice, maintenance of wages or other payments to the displaced employees.

ARTICLE 31

PERFORMANCE APPRAISAL AND EMPLOYEE FILE

31.01 The Employer shall prepare an annual performance Appraisal Review for each employee following the assessment performed in respect of the probation period. The Performance Appraisal Review shall be made out by employee's immediate Supervisor. The Performance Appraisal Review shall not be independently used for disciplinary purposes. *If there is a formal disciplinary notation on file, the Employer reserves the right to suspend step increases for up to three (3) months until there is demonstrated and sustained improvement in performance.*

31.02 If an Employee is not satisfied with the performance Appraisal Review they shall have the right to grieve it. Each Employee shall be supplied with a copy of the Performance Appraisal Review.

31.03 Each employee shall have the right to review their personnel record at a time convenient to both the Department Supervisor and the Human Resources office.

No evidence from the Employee's record may be introduced as evidence in any hearing unless the Employee has been provided with a notice with respect to the incident in question.

An employee may request copies of any material contained in their personnel record.

31.04 Any disciplinary notation in an employee's personnel file shall be removed two (2) years after its date provided that there have not been any intervening disciplinary notations.

ARTICLE 32

HOURS OF WORK & OVERTIME

32.01 For employees not on shift work, the work week shall be five (5) days, Monday to Friday with staggered starting times from 7:30 a.m. to 9:30 a.m. The present hours of work are thirty-five (35) and forty (40) hours per week.

32.02 The Company business requires around the clock availability by Shift employees whose start times are as follows:

8 Hour Shift

Days: 07:00 to 09:00
Afternoons: 15:00 to 17:00
Nights: 23:00 to 01:00

10 Hour Shifts

Days: 07:00 to 09:00
Afternoons: 15:00 to 17:00
Nights: 23:00 to 01:00

12 Hour Shift

Days: 06:30 to 07:30
Nights: 18:30 to 19:30

The Employer is entitled to change the above hours for operational purposes. Any changes will be consistent with the other provisions of the agreement.

Schedules

32.03 (a) All shift employees' hours of work and days off shall follow the posted Master Schedule, except for those employees designated as spares. *There is a maximum of two (2) spares per eight (8) employees in a classification or up to four (4) spares with more than eight (8) employees in a classification.* Master Schedules shall be posted for a minimum of six (6) months.

(b) Changes to the Master Schedule for operational purposes may be made after three (3) weeks notice in writing to the Union and the affected employees unless the affected employee(s) otherwise agree to a shorter period.

(c) Changes to the master schedule for training purposes may be made after two (2) weeks notice to the affected employ-

ees or some shorter period of time with the consent of the affected employee. These changes shall only affect the employee being trained.

- (d) With the approval of the Employer, qualified employees may trade shifts provided notice is submitted, in writing, to their Supervisor and signed by both affected employees twenty-four (24) hours in advance of the requested shift change. Approval for requested shift changes shall not be unreasonably withheld.
- (e) The summer work schedule for all shift employees shall be posted by May 1st of each year.
- (f) Changes to a designated spare's shift schedule for the hours of work can be made by the Employer by the end of the day Wednesday for the following week of shifts in order to either accommodate vacation requests received prior to 12 noon on Wednesday or when operationally required.
- (g) The posted master structural shift schedule will contain for the following information:
 - regular shift employees' names;
 - start and stop time of the shifts;
 - spares;
 - assigned shifts;
 - scheduled off days.

32.04 Subject to Employer approval, which will not be unreasonably withheld, non-shift employees may select an Alternative Working Schedule which permits an employee to voluntarily complete weekly hours of work within a compressed work week of four (4) *consecutive ten (10) hour weekdays*.

Payment Practice

32.05 For the purposes of the bereavement Article, a day for non-shift workers shall be defined as either seven (7) hours for all thirty-five (35) hours per week employees or eight (8) hours for all other normally scheduled work hours per week. Shift workers shall be paid their shift amount of pay for Bereavement under Article 17.05.

Shift Differentials

32.06 Rates listed in Schedule I for shift employees who work on a rotating shift schedule shall be increased by a shift differential of six percent (6%) for all hours worked.

Standby Period

32.07 Each employee in a rotating standby schedule is entitled to a standby pay of *fifty dollars (\$50)* per weekday, and *seventy-five dollars (\$75)* for Saturdays, Sundays and *public* holidays.

Employees on standby have an obligation to remain ready to report to work or to the intervention site as soon as possible, but in any event, no later than one and one-half (1 ½) hours following any call. The affected employee is also required to be available to resolve work related problems by way of other means (such as telephone, computer or fax) outside of regular hours.

The employee is required to carry and respond to a communication device (such as a cell phone or pager) when on standby.

Standby pay is the compensation that an employee shall receive when they are required to be on standby status during their off duty hours, whether or not they are called into work.

An employee who answers a call from *their* residence and is not required to report shall receive compensation for thirty (30) minutes at regular rates.

An employee who must report to the office or to a customer site or network site to answer a call is paid a minimum of three (3) hours of overtime at the rate of (1 ½) times his regular hourly rate. An employee will be paid at the applicable overtime rate for the time actually worked in excess of three (3) hours. Employees are not paid travel time.

Overtime

32.08 Regular work of the Employer is conducted seven days a week and overtime results when employee is required to work beyond *their* regular work, (see Hours of Work) or as defined in the following overtime Articles. An Employee on overtime work is not expected to work longer than is necessary to legally, safely and efficiently perform the work.

Termination of the work period is at the discretion of the Supervisor, but no employee shall work continuously for more than twenty-four (24) hours.

An employee on overtime for a minimum of six (6) hours, terminating between four (4) and seven (7) hours preceding her/his normal starting time of a regular working day, shall remain away from work until the beginning of the latter half of her/his regular work day.

An employee on overtime for a minimum of six (6) hours, terminating less than four (4) hours preceding her/his normal starting time of a regular work day shall remain away from work for the balance of that day. Employee(s) so absent shall not suffer any loss of straight time pay for the scheduled work hours not worked in her/his regular day.

Subject to employer approval, the employee may work some or all of the hours of their regularly scheduled shift at time and one-half (1 ½ x). If the employee does not work any part of that regularly scheduled shift the time will be at their straight time pay.

Employees on overtime shall notify the Manager or designate in writing when exercising absence with pay (AWP).

- 32.09 Overtime shall be allotted among employees as equitably as practicable among the employees who regularly perform the work. *If the overtime remains unassigned, the Employer has the right to offer the overtime elsewhere in the bargaining unit.*

The Employer shall give access to overtime data to the Steward. When an employee declines overtime, she/he shall be recorded as having had the overtime opportunity.

Non-Shift (Monday to Friday)

- 32.10 An employee shall be paid at the rate of time and a half (1 ½x) for time worked beyond the regular shift between Monday and Friday.
- 32.11 Time worked Sunday and Public Holidays shall be paid at the rate of double time (2x) and Saturdays at the rate of time and one half (1 ½x).

Shift (Regular Working Day)

- 32.12 An employee shall be paid at the rate of time and one half (1 ½x) for time worked beyond the regular shift.
- 32.13 Time worked on scheduled off-days (exclusive of Public Holidays) is paid at time and a half (1 ½x). Payment for Public Holidays is described in Article 19.08.

Meal Allowance

- 32.14 (a) *The meal allowance shall be \$14.00. Effective February 1, 2014 the meal allowance shall be \$14.50.*
- (b) A meal allowance is paid after 2 hours of consecutive work following the end of the employee's regular shift. The meal allowance applies only when the work is not pre-arranged. *When work due to a call-out or pre-arranged activity exceeds eight (8) hours, the employee shall receive an additional meal allowance.*

Mileage Allowance

- 32.15 The Employer shall provide employees who are directed to use their own automobile with reimbursement at forty-six cents (\$0.46) per kilometre for all kilometres travelled while on the Employer's business.

Break Periods

- 32.16 Two (2) fifteen (15) minutes break periods will be allowed for all employees each regular working day. For shift employees whose normal work day is more than eight (8) hours an additional break of fifteen (15) minutes will be allowed. These periods will be arranged in such a way as to prevent either inconvenience to the customers or disruption of work.

Parking

- 32.17 The Employer shall reimburse the cost of parking meter or parking lot charges incurred by the employee while operating a vehicle on the Employer's business.

ARTICLE 33

AGENCY WORKERS

33.01 Personnel supplied through a temporary personnel agency and performing work done by employees covered by this Agreement will be used only in cases of Pregnancy, Adoption, Parental Leave, sickness or any such other reason that's equally temporary in nature.

The Employer *will* provide the Union with a list detailing agency personnel employed in bargaining unit positions every month.

ARTICLE 34

CRIMINAL RECORD CHECKS

34.01 The Employer shall identify job classifications of employees who are required to furnish duly executed authorization in respect of the release of particulars regarding their own criminal record. The Employer shall be responsible for the cost of a criminal record check. The Employer may also require those employees to declare that they have not been convicted of a criminal offence in the preceding twelve (12) month period. The Employer, acting reasonably, may determine that a clean criminal record shall be a condition of continued employment and such determination may be the subject of a grievance and arbitration.

ARTICLE 35

TERM OF AGREEMENT

35.01 This Agreement is effective from the first (1st) day of February 2013, to the thirty-first (31st) day of January 2017, and from year to year thereafter unless either party give notice in writing not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of January 31, 2017.

35.02 Job classifications, wage rates, progressions and classification conditions for employees are set forth in Schedule I, attached and form part of this Agreement.

35.03 Effective February 1, 2013, there will be a general wage increase of two percent (2%) on the rates in effect on January 31, 2013. Effective February 1, 2014, there will be a general wage increase of two percent (2%) on the rates in effect on January 31, 2014.

Effective February 1, 2015, there will be a general wage increase of two percent (2%) on the rates in effect on January 31, 2015. Effective February 1, 2016, there will be a general was increase of two percent (2%) on the wages in effect on January 31, 2016. These adjustments to wages shall apply to all employees on the payroll in the bargaining unit.

Printing of the Agreement

35.04 Printing of this Agreement shall be in a Union shop and is at Employer's expense and the Union is supplied in sufficient quantity for distribution to Union membership.

35.05 This Agreement is executed and delivered this 13th day of December, 2012.

Signed on behalf of Cogeco Data Services:

Original signed by:

Erin O'Flynn, Director, Human Resources
Modestino Pellecchia, Manager, Field Services
Navaid Khan, Director, Accounting Operations

Signed on behalf of Local No. 1 Canadian Union of Public Employees:

Original signed by:

John Camilleri, President
Daljeet Matharu, Union Steward and Sr. Maintenance & Restoration Technician
Trevor Sin, Sr. Field Technician, Installation

SCHEDULE 1
JOB CLASSIFICATIONS AND WAGE RATES
(effective February 1, 2013 to January 31, 2017)

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Schedule 1 — February 1, 2013 – January 31, 2014								
Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
1A	Receptionist/Office Clerk Warehouse Assistant	35 40	\$21.41	\$21.84	\$22.28	\$22.73	\$23.18	
1	Inventory Assistant	40	\$23.47	\$25.01	\$27.40	\$31.27		
2A	Accounting Clerk-Level 1 Customer Service Representative	35 35	\$24.13	\$24.61	\$25.10	\$25.60	\$26.11	
2	Change Management Assistant Billing & Customer Support Clerk	40 35	\$27.30	\$29.11	\$32.75	\$36.40		
3A	Accounting Clerk-Level 2 Work Order Clerk, Implementation Work Order Clerk, Field Services	35 35 35	\$27.16	\$27.70	\$28.25	\$28.82	\$29.40	
3	Utility & Mark-Up Specialist	35	\$27.84	\$29.36	\$32.45	\$35.55	\$38.63	
	Credit & Collections	35						
	Change Management Technologist	40						
	Support & Project Clerk	35						
	Sr. Work Order Clerk, Field Services	35						
	Billing & Work Flow Advisor	35						
Sr. Work Order Clerk	35							
Facilities Assistant	40							
4A	Fibre Allocations Technician	40	\$24.89	\$25.39	\$25.90	\$26.42	\$26.95	
4	Accounting Clerk-Level 3	35	\$29.21	\$30.71	\$33.69	\$36.67	\$39.66	\$42.65
	Implementation Projects Advisor	35						
	Sr. Fibre Allocations Technician	35						

—35—

Schedule 1 — February 1, 2013 – January 31, 2014								
Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
5A	Permit & Fibre Planner Field & Contract Inspector	35 35	\$30.33	\$30.94	\$31.55	\$32.19	\$32.83	
5	Sr. Permit & Fibre Planner	35	\$31.41	\$33.01	\$36.23	\$39.43	\$42.65	\$45.86
6A	Project Designer	35	\$39.75	\$40.54	\$41.35	\$42.18	\$43.02	
6	Sr. Project Designer	35	\$34.14	\$35.88	\$39.37	\$42.88	\$46.35	\$49.84
	Structure Specialist	35						
7A	Help Desk Analyst Provisioning, Test & Acceptance Technician	40 40	\$28.78	\$29.36	\$29.94	\$30.54	\$31.15	
7	Sr. Help Desk Analyst	40	\$25.64	\$28.72	\$31.88	\$35.08	\$36.62	
	Sr. Provisioning, Test & Acceptance Technician	40						
8A	Data Centre Technician	40	\$32.38	\$33.03	\$33.69	\$34.36	\$35.05	
	Field Technician, Installation	40						
	NOC Technologist	40						
8	Sr. Data Centre Technician	40	\$26.95	\$31.57	\$35.42	\$39.37	\$40.87	
	Sr. Field Technician, Installation	40						
	Sr. NOC Technologist	40						
9A	Field Technician, Maintenance & Restoration NOC Technology Support	40 40	\$33.89	\$34.57	\$35.26	\$35.96	\$36.68	
9	Sr. Field Technician, Maintenance & Restoration	40	\$31.21	\$34.97	\$38.81	\$42.68	\$44.71	
	Sr. NOC Technology Support	40						
	Students-Technical	40	\$15.00					
	Students-Field	40	\$15.00					
	Students-Clerical	35	\$13.00					

Note: The positions listed under the levels 'A' are in effect as of February 1, 2013.

Schedule 1 — February 1, 2014 – January 31, 2015								
Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
1A	Receptionist/Office Clerk Warehouse Assistant	35 40	\$21.84	\$22.28	\$22.73	\$23.18	\$23.64	
1	Inventory Assistant	40	\$23.94	\$25.51	\$27.95	\$31.90		
2A	Accounting Clerk-Level 1 Customer Service Representative	35 35	\$24.61	\$25.10	\$25.60	\$26.11	\$26.63	
2	Change Management Assistant Billing & Customer Support Clerk	40 35	\$27.85	\$29.69	\$33.41	\$37.13		
3A	Accounting Clerk-Level 2 Work Order Clerk, Implementation Work Order Clerk, Field Services	35 35 35	\$27.70	\$28.25	\$28.82	\$29.40	\$29.99	
3	Utility & Mark-Up Specialist Credit & Collections Change Management Technologist Support & Project Clerk Sr. Work Order Clerk, Field Services Billing & Work Flow Advisor Sr. Work Order Clerk Facilities Assistant	35 35 40 35 35 35 35 40	\$28.40	\$29.95	\$33.10	\$36.26	\$39.40	
4A	Fibre Allocations Technician	40	\$25.39	\$25.90	\$26.42	\$26.95	\$27.49	
4	Accounting Clerk-Level 3 Implementation Projects Advisor Sr. Fibre Allocations Technician	35 35 35	\$29.79	\$31.32	\$34.36	\$37.40	\$40.45	\$43.50
5A	Permit & Fibre Planner Field & Contract Inspector	35 35	\$30.94	\$31.56	\$32.18	\$32.83	\$33.49	
5	Sr. Permit & Fibre Planner	35	\$32.04	\$33.67	\$36.95	\$40.22	\$43.50	\$46.78



Schedule 1 — February 1, 2014 – January 31, 2015								
Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
6A	Project Designer	35	\$40.55	\$41.35	\$42.18	\$43.02	\$43.88	
6	Sr. Project Designer Structure Specialist	35 35	\$34.82	\$36.60	\$40.16	\$43.74	\$47.28	\$50.84
7A	Help Desk Analyst Provisioning, Test & Acceptance Technician	40 40	\$29.36	\$29.95	\$30.54	\$31.15	\$31.77	
7	Sr. Help Desk Analyst Sr. Provisioning, Test & Acceptance Technician	40 40	\$26.15	\$29.29	\$32.52	\$35.78	\$37.35	
8A	Data Centre Technician Field Technician, Installation NOC Technologist	40 40 40	\$33.03	\$33.69	\$34.36	\$35.05	\$35.75	
8	Sr. Data Centre Technician Sr. Field Technician, Installation Sr. NOC Technologist	40 40 40	\$27.49	\$32.20	\$36.13	\$40.16	\$41.69	
9A	Field Technician, Maintenance & Restoration NOC Technology Support	40 40	\$34.57	\$35.26	\$35.97	\$36.68	\$37.41	
9	Sr. Field Technician, Maintenance & Restoration Sr. NOC Technology Support	40 40	\$31.83	\$35.67	\$39.59	\$43.53	\$45.60	
Students-Technical		40	\$15.00					
Students-Field		40	\$15.00					
Students-Clerical		35	\$13.00					

Schedule 1 — February 1, 2015 – January 31, 2016								
Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
1A	Receptionist/Office Clerk	35	\$22.28	\$22.73	\$23.18	\$23.64	\$24.11	
	Warehouse Assistant	40						
1	Inventory Assistant	40	\$24.42	\$26.02	\$28.51	\$32.54		
2A	Accounting Clerk-Level 1	35	\$25.10	\$25.60	\$26.11	\$26.63	\$27.16	
	Customer Service Representative	35						
2	Change Management Assistant	40	\$28.41	\$30.28	\$34.08	\$37.87		
	Billing & Customer Support Clerk	35						
3A	Accounting Clerk-Level 2	35	\$28.25	\$28.82	\$29.40	\$29.99	\$30.59	
	Work Order Clerk, Implementation	35						
	Work Order Clerk, Field Services	35						
3	Utility & Mark-Up Specialist	35	\$28.97	\$30.55	\$33.76	\$36.99	\$40.19	
	Credit & Collections	35						
	Change Management Technologist	40						
	Support & Project Clerk	35						
	Sr. Work Order Clerk, Field Services	35						
	Billing & Work Flow Advisor	35						
	Sr. Work Order Clerk	35						
Facilities Assistant	40							
4A	Fibre Allocations Technician	40	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	
4	Accounting Clerk-Level 3	35	\$30.39	\$31.95	\$35.05	\$38.15	\$41.26	\$44.37
	Implementation Projects Advisor	35						
	Sr. Fibre Allocations Technician	35						
5A	Permit & Fibre Planner	35	\$31.56	\$32.19	\$32.82	\$33.49	\$34.16	
	Field & Contract Inspector	35						
5	Sr. Permit & Fibre Planner	35	\$32.68	\$34.34	\$37.69	\$41.02	\$44.37	\$47.72

Schedule 1 — February 1, 2015 – January 31, 2016								
Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
6A	Project Designer	35	\$41.36	\$42.18	\$43.02	\$43.88	\$44.76	
6	Sr. Project Designer	35	\$35.52	\$37.33	\$40.96	\$44.61	\$48.23	\$51.86
	Structure Specialist	35						
7A	Help Desk Analyst	40	\$29.95	\$30.55	\$31.15	\$31.77	\$32.41	
	Provisioning, Test & Acceptance Technician	40						
7	Sr. Help Desk Analyst	40	\$26.67	\$29.88	\$33.17	\$36.50	\$38.10	
	Sr. Provisioning, Test & Acceptance Technician	40						
8A	Data Centre Technician	40	\$33.69	\$34.36	\$35.05	\$35.75	\$36.47	
	Field Technician, Installation	40						
	NOC Technologist	40						
8	Sr. Data Centre Technician	40	\$28.04	\$32.84	\$36.85	\$40.96	\$42.52	
	Sr. Field Technician, Installation	40						
	Sr. NOC Technologist	40						
9A	Field Technician, Maintenance & Restoration	40	\$35.26	\$35.97	\$36.69	\$37.41	\$38.16	
	NOC Technology Support	40						
9	Sr. Field Technician, Maintenance & Restoration	40	\$32.47	\$36.38	\$40.38	\$44.40	\$46.51	
	Sr. NOC Technology Support	40						

Students-Technical	40	\$15.00
Students-Field	40	\$15.00
Students-Clerical	35	\$13.00

Schedule 1 — February 1, 2016 – January 31, 2017

Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
1A	Receptionist/Office Clerk Warehouse Assistant	35 40	\$22.73	\$23.18	\$23.64	\$24.11	\$24.59	
1	Inventory Assistant	40	\$24.91	\$26.54	\$29.08	\$33.19		
2A	Accounting Clerk-Level 1 Customer Service Representative	35 35	\$25.60	\$26.11	\$26.63	\$27.16	\$27.70	
2	Change Management Assistant Billing & Customer Support Clerk	40 35	\$28.98	\$30.89	\$34.76	\$38.63		
3A	Accounting Clerk-Level 2 Work Order Clerk, Implementation Work Order Clerk, Field Services	35 35 35	\$28.82	\$29.40	\$29.99	\$30.59	\$31.20	
3	Utility & Mark-Up Specialist Credit & Collections Change Management Technologist Support & Project Clerk Sr. Work Order Clerk, Field Services Billing & Work Flow Advisor Sr. Work Order Clerk Facilities Assistant	35 35 40 35 35 35 35 40	\$29.55	\$31.16	\$34.44	\$37.73	\$40.99	
4A	Fibre Allocations Technician	40	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	
4	Accounting Clerk-Level 3 Implementation Projects Advisor Sr. Fibre Allocations Technician	35 35 35	\$31.00	\$32.59	\$35.75	\$38.91	\$42.09	\$45.26
5A	Permit & Fibre Planner Field & Contract Inspector	35 35	\$32.19	\$32.83	\$33.48	\$34.16	\$34.84	
5	Sr. Permit & Fibre Planner	35	\$33.33	\$35.03	\$38.44	\$41.84	\$45.26	\$48.67

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Schedule 1 — February 1, 2016 – January 31, 2017

Level	Title	Hours	Start	6 Months	18 Months	30 Months	42 Months	54 Months
6A	Project Designer	35	\$42.19	\$43.02	\$43.88	\$44.76	\$45.66	
6	Sr. Project Designer Structure Specialist	35 35	\$36.23	\$38.08	\$41.78	\$45.50	\$49.19	\$52.90
7A	Help Desk Analyst Provisioning, Test & Acceptance Technician	40 40	\$30.55	\$31.16	\$31.77	\$32.41	\$33.06	
7	Sr. Help Desk Analyst Sr. Provisioning, Test & Acceptance Technician	40 40	\$27.20	\$30.48	\$33.83	\$37.23	\$38.86	
8A	Data Centre Technician Field Technician, Installation NOC Technologist	40 40 40	\$34.36	\$35.05	\$35.75	\$36.47	\$37.20	
8	Sr. Data Centre Technician Sr. Field Technician, Installation Sr. NOC Technologist	40 40 40	\$28.60	\$33.50	\$37.59	\$41.78	\$43.37	
9A	Field Technician, Maintenance & Restoration NOC Technology Support	40 40	\$35.97	\$36.69	\$37.42	\$38.16	\$38.92	
9	Sr. Field Technician, Maintenance & Restoration Sr. NOC Technology Support	40 40	\$33.12	\$37.11	\$41.19	\$45.29	\$47.44	

Students-Technical	40	\$15.00
Sudents-Field	40	\$15.00
Students-Clerical	35	\$13.00

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