

# COLLECTIVE AGREEMENT

BETWEEN

**NCR CANADA LTD.**

(hereinafter referred to as “the Company”  
or “The Employer”)

- and -

**LOCAL 636 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO; CLC)**

(hereinafter referred to as “the Union”)

## **ARTICLE 1           PURPOSE**

1.1     The general purpose of this Agreement is to maintain mutually satisfactory relations between the Company and its employees, to provide orderly collective bargaining relations and to secure prompt and equitable disposition of complaints with a view to maintaining mutually satisfactory hours, wages, working conditions and efficient operations under methods which will promote a competitive, flexible, and safe working environment – free from harassment, discrimination, bullying, violence or intimidation. Both parties recognize a duty to cooperate in good faith, individually and collectively, for the advancement of these purposes.

(a)     **Plural and Feminine**

Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used, where the context of the Agreement so indicates.

## **ARTICLE 2           RECOGNITION**

2.1     (a)     The Company recognizes the Union as the exclusive bargaining agent for negotiating working conditions, hours of work and wages for, and this Agreement applies to, all employees of the Company working in and out of the City of Toronto and the Region of Peel except computer operators, programmers, warehouse employees, students, temporary contract or project employees (as hereinafter defined), sales staff, office and clerical employees, field technical managers, customer service managers and all other managers and persons above these ranks.

- (b) “Temporary contract or project employees” are excluded from the bargaining unit. Such employees shall be defined as persons employed for a specific project for less than nine (9) months. If a contract or project employee is hired as a regular employee within 30 calendar days of finishing their contract or project, they will be given credit for up to sixty (60) calendar days worked as a contract or project person for purposes of the probationary period under Article 7.1.
- (c) An employee will not be transferred out of Ontario without the mutual agreement of the Employer, the Union and the employee.
- (d) The Employer will notify the Unit Chairperson in writing when new and/or Temporary Employees are hired (including their role and term of employment); when Probationary Employees have successfully completed their probationary period and: when Temporary Employees are released.

2.2 At negotiations for the renewal of this Agreement, the bargaining unit will be represented by a Union Negotiating Committee of a maximum of three (3) employees elected or otherwise appointed from the bargaining unit and the Union’s Business Representatives.

2.3 The Company will not interfere with the right of the employees to join the Union or engage in Union activities, and the Union agrees that such activities will not be carried on in the Company’s plant or property or on the Company’s time or in such a manner as to interfere with the efficient operation of the Company, except as hereinafter provided.

The Company will not discriminate against, interfere with, restrain or coerce any employee because of membership in or activities on behalf of the Union. Union Stewards, with the approval of their immediate supervisor, shall be permitted during their regular working hours, without loss of time or pay, to investigate a grievance in their respective jurisdiction.

Such leave will be paid for at the Employee’s regular base rate and will apply to the following circumstances:

- (a) 15 minute orientation of new Employees who are eligible to join the bargaining unit;
- (b) Management-Labour Relations Committee quarterly meetings.

#### 2.4 **Time Off for Union Activities/Other Union Business**

The Employer may grant a leave of absence of up to five working days, without pay, to not more than two employees at any one time for the purpose of attending Union conventions or for other legitimate Union business (including seminars; workshops or; attend to Union business outside the workplace). The employees so selected shall however, not be a part of the same branch operation. Such leaves of absence shall not exceed a total of ten working days in aggregate for the bargaining unit in each calendar year and must be applied for in writing two weeks prior to commencement of the requested leave, or so far in advance as is feasible, in order that arrangements might be made for the proper operation of the service.

2.5 **Labour/Management Committee**

- (a) The Employer and the Union will form a committee that will meet quarterly according to a schedule prepared by Human Resources to discuss items of mutual interest except grievances.
- (b) The Committee shall be comprised of normally up to four (4) members of the Union and normally up to four (4) representatives of the Employer. The Business Representative from Local Union 636, IBEW shall have the right to attend all Labour/Management Committee meetings.
- (c) Either party may submit specific topics for discussion to Human Resources for inclusion on the agenda up to twenty-four (24) hours prior to the meeting.
- (d) Committee members shall receive their normal straight time wage for all hours spent during the employees regularly scheduled hours of work in the Labour/Management Committee meetings.

- 2.6
- (a) New employees shall be advised of the name of their Steward, with an introduction within the first five (5) working days of employment.
  - (b) As part of the Employer's Orientation program, the Chairperson or his/her delegate of the Union will be notified in writing whenever a new employee is hired and invited to introduce himself/herself and explain any matter of interest to any such new employee or employees. This meeting will be no more that fifteen (15) minutes.

- 2.7 There shall be a maximum of two (2) shop stewards elected or otherwise appointed from the bargaining unit at each location covered by the Collective Agreement on the Union Committee, one (1) of whom shall be the Unit Chairperson.

The number of shop stewards shall be as follows:

Scarborough office	–	two (2) employees
Mississauga office	–	two (2) employees

**ARTICLE 3                      MANAGEMENT RIGHTS**

- 3.1 The Union recognizes that the management of the operations of the Company and the direction of the working force are fixed exclusively in the Company and shall remain solely with the Company. Without restricting the generality of the foregoing, the union acknowledges that it is the exclusive function of the Employer:

- (a) to conduct its business in all respects in accordance with its commitments and responsibilities including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of employees required at any or all operations, to determine the kinds of work assignments, to create and adjust shift

schedules, to approve shift exchanges between employees, to contract out work, to require employees to work overtime, to judge the qualifications of employees and to maintain order, discipline and efficiency, providing that any claim by the union that these rights are exercised in a discriminatory manner shall be considered a grievance, and shall be dealt with in accordance with the terms of this Collective Agreement.

- (b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees with just cause, provided that a claim of a seniority employee that he has been discharged without just cause shall be subject to the provisions of the grievance procedure;
  - (c) to make, alter from time to time, and enforce rules and procedure to be observed by the employees provided such rules and procedures do not violate or conflict with the express provisions of this Agreement.
- 3.2 The rights reserved to the Employer herein are subject to the provisions of this Collective agreement and it is agreed that these functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- 3.3 The Corporation will ensure that new or revised policies and procedures are posted for a minimum of one (1) month in each Department and that copies are available through the Department Manager. An up-to-date policy manual shall be made available for employee review.
- 3.4 The Company and the Union recognize that both employees and contractors / subcontractors each performs work, which is complementary/supplementary to each other, albeit under different terms and conditions. The current break-fix work will not be contracted out if it will directly result in the layoff of an employee who is on the current active payroll of the Company as of April 15, 2014 set forth on Appendix "C". The Company reserves the right to contract out project work without restriction.

#### **ARTICLE 4                    UNION SECURITY**

- 4.1 (a) All current and future employees in the bargaining unit shall be members of the Union as a condition of employment, and for all employees in the bargaining unit, the Company agrees to deduct regular Union dues as follows: The Company agrees to deduct, each regular pay, from the wages of all employees who have obtained seniority in the Bargaining Unit, Union dues as directed by the Union from time to time. The Union shall notify the Company, in writing, of the amount of such dues to be deducted under this section and, provide at least thirty (30) days written notice of any changes in the amounts thereof that may be directed from time to time.
- (b) The Company will deduct and remit an amount equivalent to the Union initiation fee from each new employee upon successful completion of their probationary period.

- (c) The Company shall forward these deductions to the Union once each month, together with an alphabetical listing of names showing the amount deducted from each employee.
- (d) Such remittances will be forwarded to the Union so that they are received not later than the fifteenth (15th) day of the month following the month in which the dues have been deducted.
- (e) Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).
- (f) In consideration of the deduction and forwarding of Union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claim or liability arising out of, or resulting from, the collection and forwarding of regular Union dues.

## **ARTICLE 5                    GRIEVANCES**

- 5.1 There shall be an earnest effort on the part of both parties to this agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application or administration of this agreement. Probationary employees cannot grieve their layoff or termination.
- 5.2 All grievances to be dealt with under Step One below shall be in writing, on forms supplied by the Union and signed by the employee having such grievance.
- 5.3 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change at later steps except by mutual agreement in writing with the Employer, or in the case of remedy, an Arbitrator or Grievance Settlement Officer.
- 5.4 In determining the time which is allowed in the various steps of Articles 5 and 6, Saturday, Sunday and Statutory Holidays shall be excluded and any time limits may be extended by mutual agreement in writing.
- 5.5 If the employee or the union does not advance the grievance in accordance with Article 5 & 6 hereof within the time limits specified therein, or as may be extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be re-opened.
- 5.6 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

### **Step 1**

Within five (5) full working days after the circumstances giving rise to the grievance occurred or originated the aggrieved employee and/or a union representative, shall present the grievance in writing to the Territory Manager to handle grievances at this step. If a settlement satisfactory to the Union is not reached within two (2) full working days after presenting the grievance to the territory manager, the grievance may be presented as indicated in Step Two to the Services General Manager at any time within five (5) full working days thereafter.

### **Step 2**

A meeting between the Services General Manager (or his/her designate) and the Grievor and the Business Representative of the Union shall be convened within (10) full working days to deal with the grievance. Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration. The Union may process a written group grievance, which involves a number of employees of the Employer or the interpretation of the Agreement. Such grievances shall be commenced at Step Two of the above procedure.

- 5.7 Notwithstanding the above, a grievance concerning the payment or failure to pay wages may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated.
- 5.8 When the employer schedules a meeting for the purpose of investigating or imposing discipline, the Union Steward may be in attendance at the employee's request.
- 5.9 **Company Grievance**
- (a) The company may process a written grievance alleging a violation of the interpretation of this Agreement by the Union or a member of the bargaining Unit by presenting it to the Union's Business Representative within five (5) full working days after the circumstances giving rise to the grievance originated.
  - (b) A meeting between the Union's Business Representative and Company shall be convened within ten (10) full working days to deal with the grievance.
  - (c) Should no satisfactory settlement be reached within five (5) full working days after the meeting, the grievance may be submitted to arbitration.

## **ARTICLE 6            ARBITRATION**

- 6.1 (a) Except by mutual agreement, no matter which has not been properly carried through all previous steps of the grievance procedure may be submitted to arbitration. The referral to arbitration listing the names of three (3) potential arbitrators, must be presented by either the Company or the Union, not later than twenty (20) working days after the decision is rendered at Step Two.

- (b) Within five (5) days thereafter, the party receiving the request will advise the other party of their concurrence with one of the submissions or failing agreement, further submit the names of three (3) potential arbitrators.
  - (c) If the parties are unable to come to an agreement on the selection of a single arbitrator, the party submitting the grievance to arbitration shall then make application and request that the Minister of Labour appoint a sole arbitrator.
- 6.2 The arbitrator shall not have the power to add to or to subtract from, or change the provisions of the Collective Agreement, or to deal with any matter not covered by this Agreement.
- 6.3 The Union and the Company shall each pay one-half (1/2) of the remuneration and expenses of the single arbitrator, and each shall bear the expenses for their own appointees.
- 6.4 The legal decision of the single arbitrator appointed shall be accepted as final and binding on the parties of this Agreement and on any employee or employees affected.
- 6.5 Notwithstanding the above, the Union and the Company may mutually agree to reach settlement to a grievance through the services of a Grievance Settlement Officer or other mutually agreeable third party facilitator, including a Mediator/Arbitrator. The parties shall jointly bear the expenses of the Grievance Settlement Officer or other agreed to third party facilitator.

## **ARTICLE 7 SENIORITY**

- 7.1 (a) **“Seniority”** shall be defined as the length of continuous service with the Corporation as a member of the Union within the Bargaining Unit covered by this Collective Agreement.
- (b) **“Regular Employee”** shall be defined as a permanent full time employee who has successfully completed the probationary period and is normally scheduled to work forty (40) hours per week.
- (c) **“Regular Part Time Employee”** shall be defined as a permanent employee who has successfully completed his/her probationary period and is normally scheduled to work a maximum of twenty-four (24) hours per week.
- (d) **“Temporary Employees”** are those employees hired externally or transferred internally into the GTA for a temporary period of a fixed duration not to exceed nine (9) months throughout the term of this Collective Agreement. This clause shall have no application to subcontractors or their employees.
- 7.2 Company **“Service”** shall be defined as the length of continuous service with the Corporation and shall pertain to wages, benefits and vacation entitlement. Those transferred into the bargaining unit from locations outside the scope of the bargaining

unit shall be entitled to Company Service standing according to their total service with NCR.

- 7.3 For employees in the bargaining unit on the date of Certification (March 7, 2013), seniority and Company Service shall be the same (i.e. date of most recent hire). All other employees shall have no seniority unless and until they fill a vacancy in the bargaining unit whereupon, they shall thereafter be credited with seniority and service from their most recent date of hire.
- 7.4 Where two (2) or more employees have the same Company Service, their placement on the seniority list will be determined through an objective and transparent lottery system witnessed by the impacted employees and a representative of the union.
- 7.5 For the purpose of layoff/recall, vacation requests/scheduling, work assignment and shift scheduling/rotation and overtime, the Mississauga branch and the Scarborough branch will have separate seniority reflected on separate seniority lists.
- 7.6 Applications for a posted position at either Branch covered by the Collective Agreement will be accepted from all members of the Bargaining Unit and seniority of candidates will be as defined in 7.0 (a).
- 7.7 (a) There shall be a probationary period of 90 days worked for a Regular Employee hired into the Bargaining Unit. For employees hired into a Regular Part Time position in the Bargaining Unit, there shall be a probationary period of seven hundred twenty (720) hours worked.
- (b) An employee on probation shall not be entitled to any of the seniority rights granted by this Agreement, nor shall they or the Union be entitled to process a grievance with respect to discharge or lay-off of a probationary employee. The Company has full right to discharge probationary employees in its sole discretion.
- (c) Upon successful completion of the probationary period, employees shall be recognized as Regular Employees and the seniority of said employee will date back to the day on which employee was hired.
- 7.8 (a) An employee who has successfully completed the probationary period shall lose his/her seniority status, have his/her name removed from the seniority list and cease to be an employee of the Company if any of the following conditions occur:
- (i) if he quits his employment voluntarily or is discharged for cause and is not reinstated through the grievance procedure; or
- (ii) if he/she fails to report to work after a lay-off within five (5) working days after the recall. The Company shall notify such employee of this recall by telephone and by registered letter sent to him at his last address as shown in the Company's records, in which last mentioned event he shall be deemed to have been recalled on the third (3rd) business day (Monday to Friday) after mailing; or



- (iii) if he fails to report to work after an absence without permission for a period of three consecutive scheduled working days (This is not intended to penalize an Employee who is unable to contact the Employer because of reasons beyond their control (such as geo-political events/circumstances or natural disasters) or;
- (iv) on the expiration of twelve (12) months following a lay-off during which period the employee has not been recalled; or
- (v) if he remains away from work due to illness or disability, longer than a period equal to two months for each completed year of service to a maximum of thirty six (36) months after becoming eligible for the Long Term Disability plan in effect; or
- (vi) if he accepts employment elsewhere or engages in self-employment while on leave of absence, sick leave or in receipt of Workers' Compensation or;
- (vii) Retires in compliance with applicable legislation in Ontario; or
- (viii) if he fails to return to work (including available modified duties) from an illness or disability having been cleared to do so.

7.9 The Employer shall provide the Unit Chairperson annually, a current seniority list with names, positions and dates of commencement of service of Employees and shall forward such lists to the Union. A list of Temporary Employees will also be provided.

## **ARTICLE 8           JOB POSTING**

- 8.1 Where the Company determines in its sole discretion that there is a vacant position within the Service Technicians 1, 2 and 3 category at one of the branches covered by this Agreement, it will be posted on the NCR website for a period of seven (7) consecutive working days. The Company will also provide an electronic copy of the posting to the unit Chair at the time any Bargaining Unit vacancy is posted.
- 8.2 Applications by employees covered by this Agreement will be given first consideration, however, this shall not preclude the Employer from advertising externally for such vacant position. The Employer retains the right to fill such vacant position by selecting the applicant it considers best qualified and most suitable for the position based on the knowledge, skill, training ability of the applicant.
- 8.3 Where two or more applicants are fully qualified and relatively equal, the Company will select the most senior applicant. For the specific purpose of job posting "Seniority" as defined by Article 7 will apply.
- 8.4 Should the most senior applicant(s) for a posted position not be awarded a vacancy, the company will provide a written explanation for their decision to the unsuccessful applicant(s).

- 8.5 Only where there are no fully qualified and suitable candidates from the Bargaining Unit for the position will the Company fill the vacancy externally.

## **ARTICLE 9 LAY-OFFS AND RECALL**

9.1 In cases of lay-off and recall after lay-off, the following factors shall be considered:

- (a) Requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work.
- (b) Seniority at the specific branch.
- (c) When the qualifications in factor (a) are relatively equal, then factor (b) shall govern.

### **9.2 Bumping & Recall Process**

- (a) Probationary employees shall be the first to be laid off provided that employees with the necessary skill, ability and qualifications, in the judgement of the Employer, are available to perform the normal required work.
- (b) Nothing in this Article shall entitle Bargaining Unit employee at one branch of the Employer to displace a Bargaining Unit employee at the other branch except that:
- (c) When an employee has exhausted all bumping rights at his home branch as set out below and is about to be laid off to the street, he/she may bump the junior most employee at the other branch covered by this agreement whose work he is fully qualified to perform provided he has more seniority than the most junior employee.
- (d) Once the laid off employee has exercised his/her bumping rights for a position in the other branch, he will be given credit for bargaining unit seniority accrued at the first branch.
- (e) Employees who are to be laid off for more than three (3) consecutive work days will be laid off within their Classification at his/her branch (either Scarborough or Mississauga) in reverse order of seniority provided they have the knowledge, training, qualifications skill and ability needed by the Company for the remaining work.
- (f) The junior displaced employee(s) in the Classification affected will be able to displace/bump the junior employee in the next lower classification(s) at the same branch provided they have the Knowledge, training, qualifications, skill and ability and qualifications needed by the Company for the remaining work.
- (g) This process shall be repeated at each lower classification by the affected employee(s) until all such employee(s) have been placed into jobs or laid off.

- (h) If the last affected employee at such branch is to be laid off to the street, the procedure in 9.2(b) (i) above, will apply.
- (i) The posting procedure in the Collective Agreement shall not apply until the recall processing has been completed.
- (j) In determining the ability of an employee to perform the work for the purpose of the paragraphs above, the Employer shall not act in an unreasonable manner.

### 9.3 **TEMPORARY SERVICE REDUCTION**

- (a) When the Company intends to reduce services in whole or in part at a Branch for one (1) day, employees in their respective Branches will be informed as far in advance as *practicable* of the staffing implications so they may schedule vacation, lieu time, take an unpaid leave of absence or request a temporary transfer to the other Branch.
- (b) Such Temporary Service Reductions (of up to three (3) days in any calendar year) as defined herein, will not be considered a “lay-off” for the purpose of exercising bumping rights, however, the Company will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity by aligning employees who wish to work with other employees in the same classification who would be willing to take time off so that both could be accommodated by a temporary transfer.

In the event that there are no employees willing to take time off, those affected by the Temporary Service reduction will be allowed to take lieu time and/or vacation time (so long as such entitlements are standing to their credit) for the period of the reduction.

If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a Record of Employment indicating “a shortage of work” will be provided in accordance with the *Employment Standards Act* if requested.

- 9.4 An employee shall have opportunity of recall from a layoff to an available opening, at his/her home branch in order of seniority, provided that they have the knowledge, training, qualifications, skill and ability to perform the work.
- 9.5 Recalls of more than three (3) working days will be done on the same principles assuming they have knowledge, training, qualifications, skill and ability to perform the required work at their branch.
- 9.6
  - (a) Recalls will be done by phone to the laid off employee’s home number, to be followed by written notice of recall sent by registered mail.
  - (b) Employees must accept the recall within three (3) business days of the sending of the notice and, in the interim, the Company can cover the needed work as it determines, pending the employee’s return.

(c) It is the obligation of each employee to continue to provide an up to date phone number and address.

9.7 An employee who displaces or bumps a junior employee in a lower classification will receive the rate of pay of the lower classification.

**9.8 Benefits on Layoff**

Employees who are laid off will have their benefits continued up to the end of the month following the month in which the lay-off occurs.

**9.9 Severance Pay**

In cases where an employee is laid off and such lay off will exceed thirteen (13) weeks, he/she may be offered, at the Company's discretion, any severance he/she may be entitled to under the *Employment Standards Act*. If the employee accepts such offer, he/she must relinquish in writing any recall rights he/she has under the Collective Agreement.

9.10 An employee placed into a new position as a result of layoff and/or recall process shall be provided with a training and familiarization period of up to ten (10) days.

**9.11 Tech Change**

An employee who is displaced from his job classification due to the introduction of technical change in the Company's operations covered by this Agreement shall be given due consideration for other available jobs in the bargaining unit, if qualified.

**ARTICLE 10 STRIKES/LOCKOUTS**

10.1 The Union agrees there will be no strike during the term of the Agreement and the Employer agrees that there will be no lockout. The word "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Ontario *Labour Relations Act*.

**ARTICLE 11 BULLETIN BOARDS**

11.1 The Employer will provide bulletin boards in main areas and smaller boards for other areas designated by the Union and Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union and initialled by management.

## **ARTICLE 12            FLEXIBILITY**

12.1 Employees may be assigned duties which they are qualified to safely perform regardless of their classification.

### **12.2 Assignments to Higher or Lower Position**

(a) Any Employee who is formally assigned to perform the full duties of a higher paid classification for short term periods expected to last less than six (6) months resulting from, but not limited to: illness, vacation, time off in lieu or approved leaves of absence, shall be paid the rate of the higher classification for any and all time served while acting in this capacity.

(b) In the event of an Employee being temporarily assigned work in a lower paid classification for three (3) months or less he or she shall continue to be paid the higher rate of his/her regular classification. If the transfer or assignment exceeds three (3) months, the employee will receive the rate of position assigned or transferred to.

## **ARTICLE 13            HOURS OF WORK AND OVERTIME**

13.1 The following sections shall not be construed as a guarantee of hours per day or per week, or of the days of work per week.

13.2 The work schedules shall be as determined by management from time to time. The regular hours of work for employees engaged in work covered by this Agreement are 8 hours per day plus a one hour unpaid lunch break.

13.3 Company initiated changes to the schedule will be announced as far in advance as practicable. However, it is recognized there may be situations where such notice is not possible.

13.4 Where employees are not notified in person or by a phone call to their home telephone number (whether answered or not, but with a message or an answering system, if any) prior to leaving for work, and where they attend at work, they be paid for actual hours worked subject to a minimum payment of 4 hours at the employee's regular rate. If additional hours are worked as a continuation of the employee's regular hours rather than being called in after completing those hours, those additional hours are not treated as call-in pay. This provision shall have no application to employees classified as "on call".

13.5 Overtime is paid once the employee works more than 40 hours per week. Overtime will be at 1 ½ times the employee's regular rate of pay.

13.6 There shall be no pyramiding of premiums. Overtime is not paid on premiums.

13.7 All employees may bank time off in lieu of overtime pay to a maximum of 40 hours subject to mutual agreement with management, on the basis of the prescribed overtime

rate per hour worked. Lieu time must be taken during non-peak times, at times mutually agreed upon and cannot be carried over from one calendar year to the next. In cases where the service technician has made requests for lieu time which management has been unable to accommodate, the employee will be paid out at the end of the year.

- 13.8 Employees who work rotating shifts shall receive a shift premium of \$1.31 per hour for all time worked during the second (2nd) shift commencing between 12 noon and 5:59 p.m. Employee working rotating shifts shall receive a shift premium of \$1.42 per hour for all time worked during the third (3rd) shift commencing between – 6 p.m. and 5:59 a.m.
- 13.9 An employee who is scheduled for standby duty shall be available during his/her period of standby at an NCR supplied communication device. If called, such employee must report for work as quickly as possible.
- 13.10 An employee who is scheduled for standby duty will be compensated at the rate of \$15 for every four hours of scheduled standby duty.
- 13.11 An employee called in to perform a service call will be paid a minimum of 2.5 hours at the overtime rate of time and one half. If an employee who is on standby is called out he/she will receive both his standby pay and call in pay.
- 13.12 If an employee receives a phone call outside of his assigned shift, from an NCR Manager or Manager designate, related to a business issue and he is not on standby, the employee will be paid a minimum of 15 minutes at the applicable hourly rate, in increments of 15 minutes. Service Technicians are not entitled to additional pay for purposes of completing omitted tasks and/or functions during their regular scheduled shift. This payment will not apply if the employee is contacted for the purposes of being asked to perform overtime or to schedule a shift change, or, to any call that is not from an NCR Manager or Manager designate.

#### **ARTICLE 14 LEAVE OF ABSENCE**

- 14.1 The Employer may grant a leave of absence of up to six (6) months without pay to employees for legitimate personal reasons. The employee must renew such a leave of absence at the end of each three month period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere. Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 14.2 Work and other operating conditions permitting, an employee's request to his immediate supervisor for any leave of absence (not otherwise provided for) will be given consideration. Application to his immediate supervisor for temporary leave of absence shall be made in writing giving reasons and length of time for such leave.
- 14.3 The current benefit package will continue for leaves of up to four weeks provided that the employee pays his share of necessary premium contributions.

**14.4 Maternity/Parental Leave**

The company shall grant Maternity/Parental Leave without pay in accordance with the provisions of relevant statutory obligations.

14.5 During a leave of absence, the employee will be responsible for full payment of all health and welfare benefits (as applicable) in which the employee is participating.

14.6 To ensure continued coverage, the employee may arrange with the Insurer to prepay the full premium of such benefits in which the employee is participating for the entire period of the leave to ensure continued coverage.

**ARTICLE 15 BENEFITS**

15.1 During the term of this Collective Agreement, all bargaining unit employees who have completed their probationary period will participate in the "NCR Single Benefit" Plan. The Union acknowledges having received and understood the enrolment guide for this program. Any changes to the Plan implemented by management during the term of this Agreement will be communicated to the employees in writing. The employees shall take these benefits subject to the terms and conditions of the respective Plan, as may be amended from time to time by management. Any dispute an employee has regarding benefit entitlement will be a matter between the employee and the insurer and will not be subject to the grievance and arbitration process.

15.2 This benefit will be administered in accordance with NCR policy as may be amended by the Company from time to time.

**ARTICLE 16 BEREAVEMENT LEAVE**

16.1 Bereavement leave is applicable only to those days where an individual is scheduled to work. Absence from work of an employee due to the death in the immediate family (defined to mean parent, husband, wife, child, sibling, grandparent or grandchild, including both step and in-law relations) shall entitle a full-time regular or probationary employee to three (3) days' leave of absence with pay.

16.2 In the event that there is no funeral for any of the persons identified herein, the employee will be granted a leave of absence with pay on the day marked to celebrate the life of that person for whom bereavement leave would be otherwise be entitled.

16.3 The number of paid bereavement leave days will be prorated based on hours worked for part-time regular or probationary employees.

16.4 In the event that funeral arrangements require travel outside the GTA, requests for additional unpaid leave shall not be unreasonably withheld by the Company.

16.5 In the event the death occurs during the employee's vacation, or on a Paid Holiday they will be entitled to an extension of their vacation equal to the time they would have been granted had they not been on vacation or an additional day with pay.

**ARTICLE 17 VACATION**

17.1 An employee on the active payroll of the Employer as of January 1<sup>st</sup> in the year will be granted vacation with pay as follows:

- (a) an employee with one year or more total length of service with the Employer but less than three (3) years total length of service with the Employer shall receive two weeks' vacation per year with pay equal to 4% of the amount of the employee's total pay in the previous vacation year;
- (b) an employee with three (3) years or more total length of service with the Employer but less than ten years total length of service with the Employer shall receive three weeks' vacation per year with pay equal to 6% of the amount of the employee's total pay in the previous vacation year;
- (c) An employee with ten (10) years or more total length of service with the Employer shall receive four weeks' vacation per year with pay equal to 8% of the amount of the employee's total pay in the previous vacation year.

For purposes of clarification the previous vacation year will be January 1<sup>st</sup> to December 31<sup>st</sup>.

(d) Employees who have completed twenty (20) or more years of service on July 1st annually will be entitled to the following Paid Absence Day(s):

20 years of service	one (1) Paid Absence Day
21 years of service	two (2) Paid Absence Days
22 years of service	three (3) Paid Absence Days
23 years of service	four (4) Paid Absence Days
24 or more years of service	five (5) Paid Absence Days



- 17.2 Customer service needs (for example, during holiday shopping periods) may require limiting the number of employees allowed on vacation at a given time. During blackout periods, the Company will permit up to five percent (5%) of those employees in each service technician classification to be on vacation. The Company will supply the Union with a list of blackout periods annually. Notwithstanding the maximum of five percent (5%), at its sole discretion, management may allow, where it determines that business demands will permit, one additional technician from each location off on vacation during the black out period.
- 17.3 Vacation selection will be determined by bargaining unit seniority at the Branch within the classification in the work group and must be completed by December 31st of the preceding year.
- 17.4 Vacation pay differential will be paid to the employees no later than July 31st of each calendar year of which payment is due or at another date designated by the Company having provided the Union with three (3) months' notice.
- 17.5 For those employees who have booked their vacation but were forced to cancel due to business reasons; they will be paid for any such outstanding earned entitlement at the prevailing hourly rate – no later than the first pay period in January the following year.
- 17.6 Part-time employees shall have their vacation entitlement pro-rated based on hours of work subject to a minimum entitlement to 2 weeks of vacation and 4% vacation pay for employees with one or more years of service by July of that year.
- 17.7 An employee who, in any calendar year, terminates his service with the Company or is absent from work on a short term disability shall be paid for the accrued unused vacation indicated above based on their earnings in that year, and any amounts owing to or by the employee shall be reconciled by a payment to the employee or payment to the employer through payroll deduction.

## **ARTICLE 18 PAID HOLIDAYS**

- 18.1 All employees shall be granted the following holidays and any other day proclaimed a statutory holiday by the provincial government with pay, calculated in accordance with the criteria under the Employment Standards Act:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Victoria Day
  - (d) Canada Day
  - (e) Civic Holiday
  - (f) Labour Day

- (g) Thanksgiving Day
- (h) Christmas Day
- (i) Boxing Day
- (j) Family Day

provided the employee meets the qualifying criteria under the Employment Standards Act.

If the paid holiday is observed by the Company as a holiday on an alternate day, the alternate day shall be treated as a paid holiday for the purposes of this Agreement in lieu of the day on which the holiday actually falls.

If a paid holiday falls within an employee's vacation, it is not counted as vacation.

If a paid holiday falls within an employee's bereavement leave, they will be given another day off with pay – to be scheduled at a time mutually agreeable to the employee and the Company.

- 18.2 Paid holidays falling on a Saturday shall be observed the previous Friday; paid holidays falling on a Sunday shall be observed the following Monday, or unless otherwise directed by the Company.
- 18.3 The Employer may determine the number and classification of employees who are required to work on any paid holiday or the day agreed to as its alternative.
- 18.4 For each of the paid holidays or those days observed as the effective paid holiday all employees shall either:
  - (a) Receive a day's pay of eight (8) hours at the regular hourly rate and, in addition, receive payment for the hours worked at a rate of one and one-half times (1 ½ x's) the regular hourly wage or;
  - (b) Take a lieu day of eight (8) hours off with pay (at the regular hourly rate) at a time mutually agreed upon by the employee and management and, in addition receive payment for those hours worked at a rate of one and one-half times (1 ½ x's) the regular hourly rate. Should a mutually agreed upon time for use of lieu time not be achieved by March 31st of the following year, then payment for such hours will be made.
- 18.5 It is agreed that when a holiday or those days observed as the effective paid holiday falls upon the normally scheduled day off of a shift employee, said employee shall either:
  - (a) Receive an additional eight (8) hours pay at the normal rate; or
  - (b) Take a lieu day of eight (8) hours off with pay at the regular hourly rate at a time mutually agreed upon by the employee and management.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **19.1 Jury Duty Selection and Crown Witness**

An employee who is summoned and reports for jury duty or Jury Duty selection is subpoenaed by the Crown to appear as a witness shall be granted leave of absence with pay for any time lost from his normal work week provided:

- (i) he has notified his supervisor immediately upon receiving such jury duty summons or subpoena; and
- (ii) he shall have deposited with the Employer, the full amount of compensation received for such jury duty.

19.2 Whenever an employee who has been granted leave of absence pursuant to this Article, is released from jury duty in the forenoon of any day he shall, as a condition of receiving full pay for that day, return to work at the commencement of his afternoon scheduled hours of work.

19.3 By appointment employees may during normal business hours – review the contents of their personnel file.

19.4 An employee may request a copy of the contents of his/her personnel file (in whole or in part) and such request cannot be denied so long as the employee agrees to pay for such copies (at the per page rate charged to the employer).

### **19.5 Discipline, Suspension, Discharge**

- (a) No employee shall be disciplined, suspended, demoted or discharged without just cause.

### **19.6 Workplace Health and Safety**

- (a) The Company will be responsible for making reasonable provisions for the safety and health of employees during hours of employment.
- (b) All employees must be aware of and work in compliance with the Company's health and safety policies and procedures. The Company will make said policies and procedures available on the NCR website and will also advise of any changes as they occur.
- (c) Any accident that results in a workplace injury (no matter how slight) or could cause a disabling injury or property/equipment loss (near-miss) must be reported immediately to the Immediate Supervisor and the Joint Occupational Health & Safety Committee.

- (d) A Joint Health and Safety Committee shall be established and operate as set out in the Occupational Health and Safety Act. The number of the Committee members shall be determined as two (2) Union employees and two (2) from the Company and shall meet on a bi-monthly basis.

#### **19.7 Protective Clothing and Equipment**

- (a) Employees, who are required by the company to have personal protective equipment and/or safety clothing, will have same supplied by the company.
- (b) Employees, who are required by the Company to wear safety shoes or boots will be reimbursed by the Company upon presentation of receipts in accordance with Company policy which will stipulate a maximum amount.

#### **19.8 Training and Professional Development**

- (a) Training will be provided in accordance with Company policy.
- (b) Training will normally be scheduled during working hours, however, upon mutual agreement between the employee and management, it may be completed outside working hours and paid at the appropriate hourly rate. For payment outside the normal workweek, the course must be passed and completed in the prescribed time frame.

### **ARTICLE 20 VEHICLES**

- 20.1 All employees, as a condition of employment, must maintain a valid driver's license. Mileage allowance and use of Company vehicles is subject to applicable Company policies as amended from time to time. If the employee no longer meets the eligibility requirement for operating a company vehicle, or if the Employer so directs for any reason, the vehicle will be turned back in to NCR within twenty-four (24) hours. The Company reserves the right to terminate the employment of an employee whose licence is suspended.
- 20.2 In the event that an employee ceases to have a valid license due to medical reasons, the Company will meet with the Union to determine what options are available.
- 20.3 An employee who decides not to take the Company provided vehicle home and/or use the vehicle for personal use and has completed all scheduled work requirements including standby, may elect to park the said Company provided vehicle at the Company premises (in those locations that the Company has premises that allow for parking of vehicles) when not in use.
- 20.4 Any revisions to the above-noted vehicle policy to be nationally implemented shall be provided to employees in the bargaining unit at the time of implementation in the rest of Canada.

**ARTICLE 21 DURATION OF AGREEMENT**

- 21.1 This Agreement shall be in full force and effect from ratification until three (3) years from ratification and shall continue in force from year to year thereafter unless in any year thereafter, not more than ninety (90) days and not less than sixty (60) days before the date of its termination, either party shall furnish the other with written notice of termination of or proposed revision of this Agreement, in which latter case the party submitting notice of proposed revision of this Agreement shall set out the revisions which it proposes.
- 21.2 If such notice is given the parties shall meet to exchange proposed amendments to be included in a renewal of the Agreement not less than thirty (30) days before the expiry date.
- 21.3 During the re-negotiation of this Agreement, the Agreement shall remain in full force and effect until mutually acceptable terms of settlement have been agreed upon between the parties or until the conciliation process available from time to time under the *Labour Relations Act* (or successor legislation) has been exhausted.
- 21.4 The Union and the Company desire every Employee to be familiar with the provisions of this Collective Agreement and his or her rights and obligations under it. For this reason, the Company and the Union shall share in the expense to print (at a Union Shop) and distribute sufficient copies of the Collective Agreement to all Employees no later than ninety (90) working days following ratification.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hand of their proper officers.

Dated this 16<sup>th</sup> day of January, 2014 5 & R.

**FOR THE COMPANY:**

**FOR THE UNION:**

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 \_\_\_\_\_  
 \_\_\_\_\_

By                      BM/FS  
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**APPROVED**  
 INTERNATIONAL OFFICE - I.B.E.W.  
  
**07/15/2015**  
  
 Lonnie Stephenson, President  
 This approval does not make the  
 International a party to this agreement.

**SCHEDULE "A"**

**WAGES**

**Classification Rates and Progression**

**Ratification**

<b>ST 1</b>		<b>ST 2</b>		<b>ST 3</b>	
Current Classification Base Rate	\$15.50	Current Classification Base Rate	\$17.50	Current Classification Base Rate	\$22.30
12 months	\$15.50	12 months	\$17.85	12 months	\$22.75
7 years	\$16.32	7 years	\$18.36	7 years	\$23.46
15 years	\$16.83	15 years	\$18.87	15 years	\$23.97

**Year 2 - 2015**

<b>ST 1</b>		<b>ST 2</b>		<b>ST 3</b>	
Current Classification Base Rate	\$15.50	Current Classification Base Rate	\$17.85	Current Classification Base Rate	\$22.75
12 months	\$16.13	12 months	\$18.21	12 months	\$23.20
7 years	\$16.65	7 years	\$18.73	7 years	\$23.93
15 years	\$17.17	15 years	\$19.25	15 years	\$24.45

**YEAR 3 - 2016**

<b>ST 1</b>		<b>ST 2</b>		<b>ST 3</b>	
Current Classification Base Rate	\$15.50	Current Classification Base Rate	\$18.21	Current Classification Base Rate	\$23.21
12 months	\$16.45	12 months	\$18.57	12 months	\$23.66
7 years	\$16.98	7 years	\$19.10	7 years	\$24.45
15 years	\$17.51	15 years	\$19.63	15 years	\$24.94

**RED CIRCLING:** Any employee who is currently receiving an hourly rate higher than the Collective Agreement rate above, will not receive a negotiated percentage across the board increase as set out above, but will receive lump sum amounts as follows:

Lump Sums

Effective date of ratification: ST III - \$1,000.00, minus deductions

Effective date of ratification: ST II - \$675.00, minus deductions

Effective date of ratification: ST I - \$500.00, minus deductions

Such lump sum amounts will also be paid on the anniversary dates on the second and third years of the collective agreement until the negotiated rate for the classification equals or exceeds the hourly rate currently received by that employee.

**SCHEDULE "B"**

<b>CLASSIFICATION</b>	
Service Technician 3	As set out in job descriptions as developed by Management and subject to change from time to time.
Service Technician 2	As set out in job descriptions as developed by Management and subject to change from time to time.
Service Technician 1	As set out in job descriptions as developed by Management and subject to change from time to time.



**SCHEDULE “C”**

Employees on active payroll of Company on April 15, 2014 as referred to in Article 3.4.