

COLLECTIVE AGREEMENT

BETWEEN



NCR CANADA Corp.

(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”)

April 1, 2016 to March 31, 2019

TABLE OF CONTENTS

ARTICLE 1: PURPOSE 3

ARTICLE 2: RECOGNITION 3

ARTICLE 3: MANAGEMENT RIGHTS 6

ARTICLE 4: UNION SECURITY 7

ARTICLE 5: GRIEVANCES 8

ARTICLE 6: ARBITRATION 10

ARTICLE 7: SENIORITY 10

ARTICLE 8: JOB POSTING..... 12

ARTICLE 9: LAY-OFFS AND RECALL 13

ARTICLE 10: STRIKES/LOCKOUTS 15

ARTICLE 11: BULLETIN BOARDS 15

ARTICLE 12: FLEXIBILITY 16

ARTICLE 13: HOURS OF WORK AND OVERTIME 16

ARTICLE 14: LEAVE OF ABSENCE 18

ARTICLE 15: BENEFITS 19

ARTICLE 16: BEREAVEMENT LEAVE..... 19

ARTICLE 17: VACATION..... 20

ARTICLE 18: PAID HOLIDAYS..... 21

ARTICLE 19: MISCELLANEOUS PROVISIONS..... 23

ARTICLE 20: VEHICLES 24

ARTICLE 21: WAGES 25

ARTICLE 22: DURATION OF AGREEMENT 25

SCHEDULE A:WAGES 27

SCHEDULE B:CLASSIFICATIONS 30

SCHEDULE C:ACTIVE EMPLOYEES AT TIME OF RATIFICATION 31

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.
- 1.2 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.
- 1.3 In the event that legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts), invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms.

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 Company's Ottawa Branch (including employees serving the area covered by Brighton to the west, Pembroke to the north and Cornwall to the east) except computer operators, programmers, warehouse and sales staff, office and clerical employees, coordinators, field technical managers, customer service managers, all other managers and persons above these ranks.
- (b) Temporary employees hired for a fixed term of less than nine (9) months or project employees hired or assigned to the Ottawa Branch for less than nine (9) months are excluded from the bargaining unit ("Temporary or Project Employees"). If a Temporary or Project Employee is hired as a regular employee within 30 calendar days of finishing their fixed term contract or project, they will be given credit for up to sixty (60) calendar days worked as a Temporary or Project Employee for purposes of the probationary period under Article 7.1.
- (c) An employee will not be transferred out of Ontario by the Company without the mutual agreement of the Employer, the Union and the employee.
- (d) The Employer will notify the Unit Chairperson in writing, electronically or otherwise, when new and/or Temporary Employees are hired (including their role and term of employment), when Probationary Employees do not successfully complete their probationary period and when Temporary Employees are released.

- (e) Employees working in and out of the Company's Ottawa Branch are assigned to one of three territories, being:
 - (i) Territory CA101A - along Highway 401 from the province of Quebec to Brockville, going through Cornwall;
 - (ii) Territory CA101C - along Highway 401 from west of Brockville to Trenton, including Kingston and Belleville; or
 - (iii) Territory CA101D - the city of Ottawa and the Gatineau area in the province of Quebec.

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 regular pay, with:

- (a) up to 15 minutes orientation for new employees who are eligible to join the bargaining unit;
- (b) up to 60 minutes per grievance to investigate grievances in their territory; and
- (c) time to attend Management-Labour Relations Committee quarterly meetings,

such leave to be paid for at the Employee's Regular Rate.

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; attending to Union business outside the workplace). The employees so selected shall however, not be a part of the same territory 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 three (3) members of the Union and normally up to two (2) representatives of the Employer. The Business Representative from the Union shall have the right to attend all such Management-Labour 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 Regular Rate for all hours spent during the employees regularly scheduled hours of work in the Management-Labour 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 than fifteen (15) minutes.

- 2.7
- There shall be a maximum of three (3) shop stewards elected or otherwise appointed from the bargaining unit on the Union Committee, one (1) of whom shall be the Unit Chairperson.

The number of shop stewards shall be from one or more of the following territories:

- (i) Territory CA101A - along Highway 401 from the province of Quebec to Brockville, going through Cornwall;
- (ii) Territory CA101C - along Highway 401 from west of Brockville to Trenton, including Kingston and Belleville; or
- (iii) Territory CA101D - the city of Ottawa and the Gatineau area in the province of Quebec.

- 2.8
- A shop steward may investigate and process grievances in accordance with the grievance procedure set out in this Agreement. Prior to an employee leaving their regular duties to function as a shop steward, they must first obtain the permission of the Company to do so.
- (a) If his/her duties as a shop steward make it essential for the steward to enter another department or location, he/she must first report to the Supervisor of that department or location before contacting any employee.

- (b) It is understood that shop stewards will not absent themselves from regular duties for longer than the time period provided above.
 - (c) Such time away from regular duties shall be granted by the Company provided there is no disruption of operations, as determined by the Company in its sole discretion.
 - (d) Such time away from regular duties will be considered excused and will be paid at the shop steward's Regular Rate.
 - (e) Notwithstanding the above, shop stewards shall endeavour to perform such functions, wherever possible, outside of normal working hours.
- 2.9 Employees will have the right to have a shop steward present at meetings when disciplinary action is being issued by the Company. Circumstances may require that a telephone conference call be used if a face-to-face meeting is not practical.

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, classify, transfer, promote, demote, lay off, and suspend, discharge or otherwise discipline employees for just cause. Without limitation, the following shall constitute just cause, which shall be subject to proof by the Company. The Company shall provide documentation that it will rely on in arbitration to the Union for (i) and (ii) within the timelines:
 - (i) any failure to follow customer key(s) management procedures that results in a loss of key(s); and
 - (ii) theft of money;

- (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 Company will ensure that policies and procedures applicable to Bargaining Unit employees are made available on HR Central. In addition, the Company shall make Bargaining Unit employees aware electronically or otherwise of any new or revised policies and procedures.
- 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 the date of ratification set forth in Schedule "C". The Company reserves the right to contract out any other 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 (a) The parties acknowledge that in the interests of promoting good working relationships, any differences should be dealt with and settled at the earliest possible stage. Generally the employee will seek to resolve the issue with the employee's Territory Manager.

(b) Should settlement not be reached between the employee and his/her Territory Manager, the Union may submit a grievance, which must be in writing, on forms supplied by the Union, signed by the Union and the employee having such grievance and setting out, among other particulars:

(i) the nature of the grievance,

(ii) the Article or Articles of the Agreement alleged to have been violated; and

(iii) 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.

5.3 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 only be extended by mutual agreement in writing.

5.4 If the employee or Union does not advance the grievance in accordance with Article 5 & 6 hereof within the time limits specified herein, 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.

5.5 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

Within five (5) full working weekdays 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. The Territory Manager will schedule to meet with the union representative within five (5) working weekdays of presentation of the written grievance. If a settlement satisfactory to the Union is not reached within two (2) full working weekdays after the meeting scheduled by 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 weekdays thereafter.

Step 2

Following presentation of the grievance to the Services General Manager within five (5) full working weekdays, the Services General Manager (or his/her designate) will schedule to meet with the union representative and grievor within ten (10) working weekdays. Should no satisfactory settlement be reached within five (5) full working weekdays after the meeting, the grievance may be submitted to arbitration.

5.6 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.

5.7 Union Group or Policy Grievance

The Union may process a written group grievance, which involves a number of employees of the Employer, or a policy grievance, which involves the interpretation of the Agreement. Such grievances shall be commenced at Step Two of the above procedure. Group grievances shall include the names of all employees claiming to be part of the affected group.

5.8 **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.

5.9 When the Company schedules a meeting for the purpose of investigating conduct that could lead to discipline of the employee, a shop steward may be in attendance at the employee's request as a designated observer only.

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 may 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 of a grievance through the services of a Third Party Mediator. The parties shall jointly bear the expenses of the Mediator.

ARTICLE 7 SENIORITY

- 7.1 (a) “**Seniority**” shall be defined as the length of continuous service with the Company as a member of the Union within the Bargaining Unit covered by this Collective Agreement.
- (b) “**Employee**” shall be defined as a regular full time employee who has successfully completed the probationary period and is normally scheduled to work forty (40) hours per week.
- (c) “**Part Time Employee**” shall be defined as a regular 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 employees hired externally, assigned or transferred internally into the Company’s Ottawa Branch for a temporary period of a fixed

duration not to exceed nine (9) consecutive months. 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 Company 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 the Company.
- 7.3 For employees in the bargaining unit on the date of Certification (July 3, 2014), 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 for purposes of the Article will be determined through an objective and transparent lottery system witnessed by the impacted employees and a representative of the Union.
- 7.5 The Company will have separate seniority lists by territory.
- 7.6 (a) There shall be a probationary period of 90 days worked for an Employee hired into the Bargaining Unit. For employees hired as Part-Time Employees, 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 Employees and the seniority of said employee will date back to the day on which employee was hired.
- 7.7 (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, and an employee who has not successfully completed the probationary period shall cease to be an employee of the Company if any of the following conditions occur:
- (i) if he/she quits his/her 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/her last address as shown in the Company's records, in which last mentioned event he/she shall be deemed to have been recalled on the third (3rd) business day (Monday to Friday) after mailing; or

- (iii) if he/she 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/she 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/she accepts employment elsewhere or engages in self-employment while on leave of absence, sick leave or in receipt of Workers' Compensation; or
- (vii) if he/she retires or resigns; or
- (viii) if he/she fails to return to work (including available modified duties) from an illness or disability having been cleared to do so.

7.8 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 Bargaining Unit position in one of the territories covered by this Agreement, it will be posted on the Company website or intranet site for a period of seven (7) consecutive working days. The Company will also inform the Unit Chair of the posting electronically 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 and 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, the following process will apply:

- (a) In determining which employees shall be laid off, the following factors shall be considered by the Company:
 - (i) Requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work.
 - (ii) Seniority in the specific territory.
 - (iii) When the qualifications in factor (i) are relatively equal, then factor (ii) shall govern.
- (b) Employees who are to be laid off will be laid off within their Classification in his/her territory in reverse order of seniority provided they have the knowledge, training, qualifications skill and ability needed by the Company for the remaining work.
- (c) The junior displaced employee(s) in the Classification affected will be able to displace/bump the junior employee in the next lower classification(s) in the same territory provided they have the knowledge, training, qualifications, skill and ability and qualifications needed by the Company for the remaining work.
- (d) 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.
- (e) If the last affected employee in such territory is to be laid off to the street, the procedure in 9.2(f) below will apply.
- (f) Laid off employees in one territory are not entitled to displace or bump a Bargaining Unit employee in another territory except that:
 - (i) When an employee has exhausted all bumping rights in his/her home territory as set out below and is about to be laid off to the street, he/she may bump the junior most employee in another territory covered by this agreement whose work he is fully qualified to perform provided he has more seniority than the most junior employee.
 - (ii) Once the laid off employee has exercised his/her bumping rights for a position in another territory, he will be given credit for bargaining unit seniority accrued in the first territory.

- (g) In determining which employees shall be recalled from lay-off, the following factors shall be considered by the Company:
 - (i) Requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work.
 - (ii) Seniority in the specific territory.
 - (iii) When the qualifications in factor (i) are relatively equal, then factor (ii) shall govern.
- (h) 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.
- (i) 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.
- (j) It is the obligation of each employee to continue to provide an up to date phone number and address.
- (k) An employee who displaces or bumps a junior employee in a lower classification will receive the rate of pay of the lower classification.
- (l) The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (m) In determining the ability of an employee to perform the work for the purpose of the paragraphs above, the Company shall not act in an unreasonable manner.
- (n) TEMPORARY SERVICE REDUCTION
 - (i) When the Company intends to reduce services or experiences a drop in business in whole or in part in a territory for one (1) day, employees in their respective Territories 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 another territory.
 - (ii) Such Temporary Service Reductions (of up to three (3) days in any calendar year) 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, if requested.

9.2 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.

9.3 **Benefits on Layoff**

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

9.4 **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.

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*.

10.2 The Employer shall have the right to discipline or discharge any employee who participates in any unlawful work stoppage provided that a claim of unjust discipline or discharge may be the subject of a grievance and be dealt with as herein provided.

ARTICLE 11 BULLETIN BOARDS

11.1 The Employer will provide bulletin boards in one lock-up area per territory 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 by the Company in writing to perform all of the duties set out in the Company's job description for a higher paid classification shall be paid the rate of the higher classification for any and all time served while assigned to and acting in this capacity. Neither temporary performance of higher rated work nor performing some but not all tasks within a higher rated job classification entitle the employee to promotion or sustainable pay treatment.
- (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.
- (c) An Employee who is temporarily assigned by the Company to a duty manager shall receive the standby pay referred to in article 13 of this Collective Agreement, as well as 1 ½ times the employee's Regular Rate for time spent required to deal with escalations.

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, in its sole discretion, 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 Where all employees in a territory request in writing (and sign such request) assignment to a schedule consisting of four (4) ten (10) hour days, management will consider the request and make a decision based on factors such as business, customer and coverage needs.

13.4 Schedules will be posted by December 31st of each year. The schedule revised by the Company will be re-posted in rolling 28-day intervals on a weekly basis. Thereafter, 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.

13.5 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 that they are not needed to work, and where they attend at work, they

will be paid for actual hours worked subject to a minimum payment of 4 hours at the employee's Regular Rate.

- 13.6 It is acknowledged that from time to time it may be necessary for employees to perform work outside of their scheduled hours at all hours of the day or night and the Company has the right to authorize such work as required. An employee who has been authorized to work overtime will appropriately submit their time for this work. 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.
- (a) Employees are only eligible for overtime when the hours are pre-approved by their manager.
 - (b) To calculate overtime, only actual "work" hours, statutory holidays and time-in-lieu are included in the total hours per week.
 - (c) The workweek is defined as 12:00 a.m. Sunday until 11:59 p.m. Saturday. For associates working on shifts, the workweek begins at the start of their weekly shift.
- 13.7 There shall be no pyramiding of premiums. Overtime is not paid on premiums.
- 13.8 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.
- 13.9 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. Employees 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.
- 13.10 An employee who is scheduled for standby duty shall be available during his/her period of standby at a Company-supplied communication device. If called, such employee must report for work as quickly as possible.
- 13.11 An employee who is scheduled for standby duty will be compensated at the rate of \$15 for every four hours of scheduled standby duty.
- 13.12 An employee called in to perform service calls will be paid a minimum of 2.5 hours at the overtime rate of time and one half. If an employee is called in to perform an additional service call, the employee will only be paid more than 2.5 hours that shift if the employee works more than 2.5 hours that shift (i.e., the minimum call-in pay is not a minimum per call). If an employee who is on standby is called out he/she will receive both his/her standby pay and call in pay.

- 13.13 If an employee receives a phone call outside of his/her assigned shift, from a Company 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 Regular 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 a Company Manager or Manager designate.
- 13.14 All standby duty and standby pay must be approved by an employee's manager.
- 13.15 With the exception of occasions on which an employee is assigned to work outside the employee's assigned Territory, time spent commuting to an employee's first job site and from an employee's last job site of the day is not considered hours of work.
- 13.16 The Employer shall comply with the free time from work between shifts and the weekly or biweekly free time requirements set out in the *Employment Standards Act*.
- 13.17 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".
- 13.18 Mutual shift exchanges between employees of the same level are permitted, so long as the employees are qualified to perform the work in question; but require prior approval by the Company.

ARTICLE 14 LEAVE OF ABSENCE

- 14.1 The Company shall grant leaves provided for pursuant to the Ontario *Employment Standards Act, 2000* without pay in accordance with the provisions of the Ontario *Employment Standards Act, 2000*. Examples of such leaves include pregnancy, parental, family medical, organ donor, family caregiver, critically ill child care, crime-related child death or disappearance, personal emergency and reservist leaves.
- 14.2 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.
- 14.3 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.

- 14.4 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.
- 14.5 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.
- 14.6 Medical Appointments
- (a) Employees will make every effort to schedule medical and dental appointments outside their normal work hours.
 - (b) In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work.
 - (c) Notwithstanding the above, employees will provide as much advance notice as possible to their immediate Supervisor of the date and time of the appointment.

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 Company-provided benefits plan. Any changes to the Company-provided benefits plan implemented by the Company 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 the Company in the Company's sole discretion. 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 Benefits will be administered in accordance with Company policies 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 of the death of any other relative (i.e. aunt, uncle, nephew, cousin - including in-laws) time off without pay may be granted, not to exceed one (1) day, for the purpose of attending the funeral.

ARTICLE 17 VACATION

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

- (a) an employee with less than one year of service with the Employer shall receive vacation in accordance with the Ontario Employment Standards Act, 2000, as amended;
- (b) 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 and vacation pay paid in accordance with the Ontario Employment Standards Act, 2000, as amended;
- (c) 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 and vacation pay paid in accordance with the Ontario Employment Standards Act, 2000, as amended;
- (d) an employee with ten (10) years or more total length of service with the Employer shall receive four weeks' vacation per year and vacation pay paid in accordance with the Ontario Employment Standards Act, 2000, as amended.

Employees who have completed twenty (20) or more years of service will be entitled to the following additional vacation per year and corresponding vacation pay paid in accordance with the Ontario Employment Standards Act, 2000, as amended:

<u>Years of Service</u>	<u>Additional Vacation</u>
20 but less than 21 years	1 day
21 but less than 22 years	2 days
22 but less than 23 years	3 days
23 but less than 24 years	4 days
24 years or more	5 days

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

- 17.2 When customer service needs (for example, during holiday shopping periods) require limiting the number of employees allowed on vacation at a given time, a reasonable effort will be made to satisfy employee requests.
- 17.3 Vacation selection will be determined by bargaining unit seniority in the territory within the classification in the work group and must be completed by December 31st of the preceding year.
- 17.4 If an employee does not submit their vacation by the December 31 deadline, their vacation will be determined on a first come first served basis.
- 17.5 A copy of the Vacation calendar will remain available either by posting or e-mail as appropriate.
- 17.6 An employee's vacation is accrued daily. An employee may not take vacation in advance of it accruing unless the employee obtains the written approval of the Company.
- 17.7 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.
- 17.8 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.
- 17.9 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.
- 17.10 An employee who, in any calendar year,
- (a) terminates his/her service with the Company; or
 - (b) is on short term disability at the end of the calendar year,

shall be paid for the accrued unused vacation indicated above based on their earnings from the Company in that year shortly following the date of termination or the end of the calendar year, respectively, 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 paid 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 Rate and, in addition, receive payment for any hours worked at a rate of one and one-half times (1 ½ x's) the Regular Rate; or
 - (b) take a lieu day of eight (8) hours off with pay (at the Regular Rate) at a time determined by the Company and, in addition receive payment for those hours worked at a rate of one and one-half times (1 ½ x's) the Regular 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 Regular Rate; or
 - (b) take a lieu day of eight (8) hours off with pay at the Regular Rate at a time determined by the Company. 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.

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 and/or 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 review the contents of their physical personnel file kept in the Human Resources Department, on the employee's own time. At the conclusion of the appointment, 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).

19.4 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 Company 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.
- (e) The Company acknowledges employees' right to refuse to work in accordance with the Ontario *Occupational Health and Safety Act*.

19.5 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 up to a maximum of \$150, inclusive of HST, per calendar year.
- (c) When employees are required to work in the winter within the Arctic Circle, the Company will provide a suitable Winter Jacket for the Employee to wear during this assignment.

19.6 Training and Professional Development

- (a) Training will be provided at the discretion of the Company.
- (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 the Company 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 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 WAGES

- 21.1 Employees will be paid an hourly rate as set out in Schedule “A” (the “Regular Rate”).
- 21.2 When an employment relationship is terminated by the Employer or the employee, the employee shall receive wages in accordance with the timeframes set out in the Ontario Employment Standards Act.

ARTICLE 22 DURATION OF AGREEMENT

- 22.1 This Agreement shall be in full force and effect from April 1, 2016 to March 31, 2019 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.

FOR THE UNION:

DATE:



Barry Brown

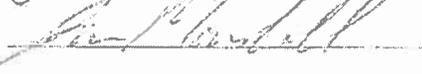
NOV 7/16



Mike Preston

OCT 18, 2016



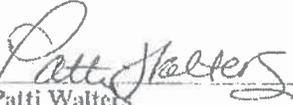


OCT 20, 2016.

NOV 3, 2016

FOR THE COMPANY:

DATE:



Patti Walters

NOV 10, 2016



Dianne Bateman

NOV 10, 2016

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

March 21, 2017

Lonnie Stephenson, President
This approval does not make the
International a party to this agreement.

SCHEDULE "A"

WAGES

1. Regular Hourly Rate of Pay

At the date of ratification, employees will receive the hourly rate of pay that they received immediately prior to ratification.

Employees employed following the date of ratification shall receive the hourly rate of pay in accordance with the Wage Rates below.

WAGE RATES	
CLASSIFICATION	HOURLY RATE OF PAY
Senior Service Technician	\$23.00
Service Technician 2	\$17.50
Service Technician 1	\$16.50

2. Pay Increases

The Company shall provide Employees with the following pay increases:

Effective Date	Across-the-Board Increase	Performance Increase
April 2016	1.7%	0% to 1.3%
April 2017	1%	0% to 2%
April 2018	1%	0% to 2%

3. Performance Increases

- (a) In determining the Performance Increase, if any, to which an employee is entitled, the Company shall use the following factors:

Break-Fix Service Technicians:

Measure	Detail	Weighting
Revisit(s)	Revisit - All Service call types are included. Serial number based, on second call generated on that serial number within three days (72 hours), upon closing of the first call.	40%
Parts Management	Defective Parts over 7 days (% of weeks over target). Surplus Parts (% of weeks over target).	30%
Compliance Report/Process	Work Order Compliance, including without limitation real-time updating of comments and appropriate work order call code closure Daily Key Audits Quarterly Key Audits Work Order when Completed	30%

Install Technicians:

Measure	Detail	Weighting
Quality	No P1 work orders within 72 hours of the install completion.	40%
Parts Management	Daily management of install parts to ensure accurate record keeping of parts usage and status	30%
Compliance Report/Process	Work Order Compliance, including without limitation real-time updating of comments and appropriate work order call code closure WP Time vs. PAT Install procedure compliance and preparedness (install guide, tools and safety equipment)	30%

- (b) On a monthly basis employees shall be provided with a spreadsheet setting out their performance in respect of the above factors. Employees shall be allowed time to discuss the results on the spreadsheet upon request.

4. Pay upon Promotion

Upon promotion to a higher classification, employees shall receive the greater of:

- (a) the hourly rate of pay for the higher classification in accordance with the Wage Rates chart above; or
- (b) the hourly rate of pay that they received immediately prior to promotion.

SCHEDULE “B”

CLASSIFICATION	
Senior Service Technician	As set out in job descriptions as developed by the Company in its sole discretion and subject to change from time to time.
Service Technician 2	As set out in job descriptions as developed by the Company in its sole discretion and subject to change from time to time.
Service Technician 1	As set out in job descriptions as developed by the Company in its sole discretion and subject to change from time to time.

SCHEDULE “C”

Employees on active payroll of the Company as of the date of ratification (being September 27, 2016) as referred to in Article 3.4:

1. Stevenson, Hugh
2. Berryman, Steven
3. Khedr, Ahmed
4. Turnbull, Garry
5. Simser, Joshua
6. Careau, Francois
7. Power, Patrick
8. Houssein, Liban
9. Banze, Joe
10. Clouthier, Jordan
11. Runions, Joseph
12. Alamir Ahmed, Mustafa
13. Geiger, Benjamin
14. Niang, Moctar
15. Williams, Chris L
16. Chaaraoui, Mohamad
17. Marshall, Ivan
18. Oriol, Apolon
19. Drouillard, Jason
20. Erickson, Bob
21. Alaarg, Raed
22. Thibert, Paul
23. Malagon, Leonardo
24. Al Ghrawi, Fawaz
25. Gaidamasciuc, Alexandr
26. Boucher, Raymond
27. Amin, Ahmed
28. Sierra, Alvaro
29. Carriere, Daniel
30. Locke, Steven