

PROPOSED
AMENDMENTS

BETWEEN

SERCO DES

-AND-

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS UNION)**



THE BARGAINING COMMITTEE
UNANAMOUSLY RECOMMEND
REJECTION OF THESE
AMENDMENTS

Company's Final Offer for Settlement of All Outstanding Items November 1st, 2009

The company offers the following collective agreement changes as a complete package for full and final settlement of all outstanding items.

Restrictions on Supervisors Doing Bargaining Unit Work

NEW ARTICLE 2.4:

- 2.4 a) Non-bargaining unit employees will not perform bargaining unit work when the direct result of that is to:
- i) cause the lay-off of a seniority employee, or
 - ii) cause the delay of the recall of a laid-off seniority employee, including where such lay-off or delayed recall is directly attributable to a prior assignment of bargaining unit work to a non-bargaining unit employee.
- b) However, non-bargaining unit employees are permitted to do bargaining unit work in the following situations:
- i) To address the concerns of an irate or disgruntled customer;
 - ii) For demonstration, training or orientation purposes;
 - iii) For testing of new equipment; or
 - iv) There are no other working or laid-off seniority employees available and qualified to immediately perform the work that is required.
- c) The Company agrees, on request by the Union, to use the Labour Management Committee process to review issues or concerns related to the administration of this Article 2.4.
- d) The Company's compliance with this Article 2.4 will be subject to the grievance and arbitration procedures specified in Article 8, however the onus of proof regarding such grievance in arbitration will be placed on the company.
- e) In the course of administering this Article 2.4, the parties acknowledge the Company's contractual obligations and requirement to be compliant with the MTO Delegation Agreement.

Minimum Part-time Hours

NEW ARTICLE 18.18: The minimum hours of work for a part-time seniority employee will be an average of 10 hours per week over any 2 week pay period. If it becomes necessary to reduce hours of work for a part-time employee to less than this minimum, the company shall follow the layoff and recall procedures as set-out in Article 15. For the purpose of complying with this article 18.18, the hours of work will include work leave including sickness, vacation, leave of absence, bereavement, holidays or hours of work that have been offered and refused. This Article 18.18 does not apply if an employee voluntarily accepts a work schedule that does not meet the minimum hours described above.

Transaction Deficiency Reports

UPDATE TO NEW LOU: The Letter of Understanding already agreed to for Performance Notes will be expanded to include Transaction Deficiency Reports as non-disciplinary.

Conversion of Part-Time to Full-Time

NEW ARTICLE 16.12: In the event that a seniority part-time employee works an average of 1,768 or more hours per year (34 hours per week) over 2 consecutive calendar years, the company will immediately convert that employee to full-time. If that employee does not wish to be converted to full-time, a full-time position will be posted in that DEC. If that full-time position is filled by an existing full-time employee, a full-time position will be posted in the DEC from which such existing full-time employee came.

- a) For the purpose of this Article 16.12, the hours worked will include hours paid for statutory holidays and paid sick leave under Article 25.
- b) This Article does not apply if that part-time employee was working longer hours because of a maternity/parental leave or some other extended leave of absence of another employee.
- c) On an annual basis, the company will provide the union with a list of employees who have worked more than the hours described above.

Increased Vacation for Part-time Employees after the Equivalent of 3 Full-time Years

NEW ARTICLE 24.4 b): Starting in January 2010, part-time employees who have worked a total of 5,850 or more hours (since their most recent date of hire) will be entitled to 3 weeks vacation, and their vacation pay will increase from 4% to 6% of their earnings. These hours will be as of the vacation year cut-off date of December 31st to align with the vacation entitlement cut-off for full-time employees. (Note: 5,850 hours worked is equivalent to 3 full-time years.)

Overtime Premium Starts at 37.5 Hours

AMEND ARTICLE 18.2 and 19.1 LOU "H" to reflect a decrease in the threshold for paying overtime premium from 40 hours to 37.5 hours. This will take effect in the first full pay period immediately following ratification of the collective agreement and is not retroactive.

Use of Cross-trained Employees During a Layoff

NEW ARTICLE 15.16: A cross-trained employee or employees in one Classification will not perform the work of any other employee or employees in another Classification within the same DEC, if such other employee or employees in the other Classification are laid-off. This article 15.16 only applies if the laid-off employees:

- have the skills, ability and qualifications to perform the work that is required to be performed at the DEC,
- are willing and able to accept the work hours and work schedule that is required to meet operational needs of the DEC as determined by the company, and
- are bilingual where this qualification is required to meet the operational needs of the DEC.

The Company must act reasonably in assessing these operational needs. For the purpose of this article 15.16, an employee with a particular Classification Level (e.g. DE4) will be deemed to have at least the same skills, ability and qualifications of an employee with the same or lower Classification Level (e.g. DE3).

Sending Employees Home Early

NEW ARTICLE 15.17: If the company determines it is necessary to send employees home prior to the end of their scheduled shift due to a lack of work, the company will first ask for volunteers. If the number of volunteers is not sufficient to meet the operational need of the company, employees will be sent home in reverse classification seniority order following the same principles of meeting operational needs as set-out in Article 15.16.

Job Postings

AMEND ARTICLE 16.4: Article 16.4 will be amended by replacing the phrase “The company reserves the right to select an applicant who is the most senior applicant....” with “The company will select an applicant who is the most senior applicant....”.

Release of Medical Information to Third-Party Disability Claims Manager

NEW ARTICLE 26.3: A seniority employee who is eligible and would like to receive a top-up under the company’s Supplementary Employment Insurance Plan will be required to provide the company with a written medical consent. This consent will require the treating physician, acting on the employee's behalf, to provide relevant medical information to the company’s third-party disability claim manager. This information will only be in relation to the illness or injury for which the company is providing supplementary benefits.

- a) The company will not have access to any of the medical information provided to the company’s disability claims manager.
- b) The company will only be provided with information about the work the employee is able or unable to do so that alternate work arrangements could be considered.

Wage Increases

AMEND Appendix A to reflect wage rates increases as follows:

- a) Retroactive to Mar 2nd, 2009: 1%
- b) Effective Mar 2nd, 2010: 1%
- c) Effective Mar 2nd, 2011: 2%
- d) Effective Mar 2nd, 2012: 2%

Retroactivity specified in item a) above applies for all hours paid to employees who are employed as of the date of ratification.

4 Year Agreement

REPLACE ARTICLE 36.1: This Agreement shall become effective the date of ratification and shall remain in force up to and including March 1st, 2013.

Previously Agreed Articles

All changes noted in document entitled "As of October 30, 2009 Agreed upon Items"
(SEE BELOW) will be incorporated into the renewal collective agreement.

As of October 30, 2009 **Agreed Upon Items**

ARTICLE 3 – MANAGERMENTS RIGHTS

3.1(B) “.....and any such new rules will be communicated in writing to employees and to the Union

ARTICLE 4 - UNION DUES

4.01 It shall be a condition of employment that all employees pay Union dues as prescribed by the Union’s Constitution. The union shall be responsible for informing the employer, in writing, of any change in the amount of the dues, fees, or assessments.

4.02 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union’s Constitution.

4.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 20 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO/CLC, P.O. Box 13083 Postal Station . A., Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 shall also be sent to the Union office designated by the Area Coordinator.

4.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (b) A list of the names of all employees from whom no deductions have been made and reasons;
- (c) This information shall be sent to the following Union addresses in such form as shall be directed by the Union to the Company:

The International Secretary Treasurer of the United Steelworkers, AFL-CIO/CLC, P.O. Box 13083 Postal Station . A., Toronto, Ontario M5W 1V7 with a copy of the Dues Remittance Form to be sent to the Union office designated by the Area Coordinator.

4.05 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with the article.

4.06 The Employer, when preparing T-4 slips for the employees, shall enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 6 – UNION REPRESENTATION

- 6.4 Stewards shall continue to perform their regular duties on behalf of the Company unless permission from the Company is granted to investigate and process a complaint or grievance which permission shall not be unreasonably withheld (within the prescribed guidelines of the grievance procedure), and the granting of such permission shall be subject to the operational needs and business objectives of the Company. The Stewards' first obligation is to the fulfillment of their duties and responsibilities as an employee. During their working hours, Stewards are not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of complaints or grievances.
- 6.6 When a Steward is permitted to be temporarily absent from her/his regularly scheduled hours of work in order to attend to processing a complaint or grievance, she/he shall receive her/his regular rate of pay during such absence provided that the Company shall not be obliged to make any payment for time spent outside of her/his regular hours of work. The Company reserves the right to limit the length of any absence if it deems the time taken to be excessive, which right shall be exercised reasonably. It is understood that only one Steward is required to process a complaint or grievance under this Agreement. The parties hereto acknowledge that there may be times and/or circumstances which may require that a meeting that must be held between a member of management and a steward/Grievance Committee member should be held outside of the Steward's/Grievance Committee member's regular hours of work. When there is a mutual agreement to hold such a meeting outside of the Steward's/Grievance Committee member's regular work hours, the Company will pay the Steward or Grievance Committee member (as the case may be) for the time spent in such a meeting with the understanding that such hours are not counted as hours worked for the purposes of any overtime calculation or any other premium. For clarity, it is understood that lunch breaks are not considered to be regular work hours.

6.7 In the event that a Steward represents employees at a DEC other than the DEC at which the Steward is actually employed or working at, and such Steward is required to assist an employee(s) who is located at a different DEC location, telephone communication will be considered to be an acceptable alternative to an in-person meeting. In these circumstances, in-person meetings are subject to Company approval. Teleconference facilities, if required, can also be provided by the Company and at the Grievors request, a separate room where available at the DEC, will be made available to conduct this teleconference call.

22.5(c) The Company will continue to provide the employees with her/his regular wages and benefits for the period of such leave (which will include time spent travelling to and from the Union Local meeting) and then submit an account to the Union for the employee's wages and benefits during the leave.

ARTICLE 7 – RELATIONSHIP

7.1 The Company and the Union agree that there shall be no discrimination, harassment, coercion or intimidation exercised against any employee covered by this Agreement on the basis of any prohibited ground that is prescribed by the Ontario Human Rights Code and/or the Company's harassment policies as amended from time to time.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.13 Change reference to 'DEC' to read 'Area'

ARTICLE 10- SUSPENSION AND DISCHARGE

10.7 An employee who has been dismissed for just cause, will be provided with a reasonable opportunity to meet with a Steward in a place designated by the Employer for a reasonable period of time before leaving the premises, unless there are circumstances which have caused the Employer to reasonably conclude that it is best for the employee to leave the premises immediately such as where there may be a potential disruption to the workplace or to the Employer's customers. If the employee is required to leave the premises immediately, a Union representative will have a reasonable opportunity to meet with the dismissed employee off the Employer's premises for a reasonable period of time.

10.8 An employee who wishes to review his/her personnel file will submit a request in writing to the Human Resources Manager. Arrangements will be made for the review to take place at a mutually convenient time that is on the employee's own unpaid time, fourteen business days following the date that the request was made. The Employer will arrange to have the file available at the DEC at which the employee has been assigned. The employee will be provided access to all disciplinary records in his/her personnel file in the presence of a member of management for the purpose of reviewing his/her disciplinary record. The employee will not remove any of the contents from the personnel file. A review of the personnel file will not occur more than once per calendar year for each employee. Upon request, the individual may request a photocopy of any items that are included in the file.

ARTICLE 11 - ARBITRATION

Norm Jesin – to be added to the list of arbitrators

11.4 The parties shall select arbitrators from the following list of arbitrators on a rotating basis, beginning with the first name at the top of the list. If that arbitrator is not available to schedule and start a hearing within sixty-five (65) days of the date of the referral to the arbitrator, the next arbitrator on the list shall be contacted, unless the parties mutually agree to engage the first arbitrator to schedule and start the hearing outside of the sixty-five (65) day period. This sequence shall continue until the first person on the list who is available to start a hearing within sixty-five (65) days, is appointed as the arbitrator, or within such longer period as the parties may so mutually agree. It is understood that an arbitrator on the list who is bypassed because she/he is not available within the sixty-five (65) day period referred to herein shall retain her/his position on the rotation until such time that such arbitrator has actually been appointed

ARTICLE 12 – PROBATION

12.1 A newly hired employee shall be known as a probationary employee until she/he has actually worked and successfully completed five **hundred and sixty two and one-half** (562.5) hours of work

12.2 (c)- Parties have now agreed that an employee who completes probation will be deemed to be a seniority employee and will then be placed at the bottom of the applicable seniority list and the position on the list will next be determined when the list is next posted in January or June as the case may be.

12.2 (d) Employer proposes that seniority tie in such circumstances be resolved by alphabetical order of employee's surname.

ARTICLE 13 – SENIORITY

13.4 **ADD:** Effective the period immediately following January 1st, 2010, “hours actually worked” for the purposes of this article will include statutory holidays that the part time employee was eligible to receive, and for time off in respect of which the employee is also receiving paid sick leave under Article 25.3.

13.8 (a) The Company shall post full-time and part-time seniority lists twice annually showing:

(a) seniority at the DEC by classification and by level at the DEC and

(b) within the Seniority Pool of DEC's (as referred to in 15.13). A **hard** copy shall be **provided to** the Local Union.

The Employer will also provide the Local Union with a list of Term Employees, Students, and Probationary employees at the same time that the seniority lists are provided.

13.8 In the event that **seniority lists** are posted while an employee is on an authorized leave of absence, such employee will have a period of ten (10) business days following his/her return to work within which to bring any error that affects him/her to the attention of the Employer and if a correction must be made, the Employer will make the correction to the seniority list. The effect of this correction will not be retroactive.

Article 13.12 - Paid Presidents Day- The Employer is prepared to agree to the inclusion of the following language with the understanding that Grievance Number Brampton 02-N31-2008 is withdrawn on a without prejudice and without precedent basis:

The Company and the Union recognize the role of the Local President to promote harmonious relations and the need to allow the Local President time to discuss complaints and potential grievances while meeting with a designated representative of the Company at mutually agreed upon times. The Local President will be allowed to discuss complaints and potential grievances and to meet with a designated representative of the Company in accordance with Article 6.6 of the Collective Agreement. It is understood that meetings between the Local President and the Company's representatives will be scheduled by the Company based on the Company's operational requirements.

The Company will provide the Local President with two paid days off per week for the purpose of performing Union duties that are related to the Company and bargaining unit employees (including without limitation, attendances at grievance meetings as required by the collective agreement), with one of the days paid by the Company and the other day to be paid by the Union.

The Local Union President will initially submit a three calendar month proposed schedule in respect of each full calendar month immediately following the date of ratification, for the Company to consider in the course of considering the times during which the two days of leave may be taken each week. Thereafter, the Local President will submit a full monthly schedule which will be submitted at least one full calendar month in advance of the calendar month in which the days off are requested. It is understood that the two days leave will be scheduled on Wednesdays and Thursdays in any given week unless the Company agrees otherwise. Furthermore the president may bank a maximum of 7 Presidents Days that can be used consecutively.

The Parties agree to renew Letter of Understanding **P**

ARTICLE 14 – LOSS SENIORITY AND DEEMED TERMINATION

14.1 An employee's seniority rights once acquired shall cease to exist and the employee shall be deemed to be terminated, if an employee:

(d) is laid off for a period of fifteen (15) consecutive months;

ARTICLE 15 – LAY-OFFS

15.1 Status Quo

15.2 Union maintains its position that the current language of the collective agreement should be maintained as is.

“If the Company determines that one (1) or more employees in a DEC will be laid off for six **(6)** consecutive days or more on which days such employees would normally be scheduled to work, the Company will lay off employees by laying off Students first, followed by Term Employees, followed by employees who are on Probation. “ **(Current language with new amendment)**

15.3 The company will respect union seniority in the lay-off and recall process. Therefore, the company will not lay-off a seniority employee if a seniority employee with less seniority at the same DEC and in the same Classification (e.g. DE) is not laid off, regardless of either employee's part-time or full-time status or their classification level (e.g. DE3). Displacement will continue to be based on union seniority regardless of full-time or part-time status.

- i) This Article 15.3 only applies if the higher seniority employee:
 - has the skills, ability and qualifications to perform the work that is required to be performed at the DEC,
 - is willing and able to accept the work hours and work schedule that is required to meet operational needs of the DEC as determined by the company, and
 - is bilingual where this qualification is required to meet the operational needs of the DEC.**
- ii) The company must act reasonably in assessing these operational needs.**
- iii) For the purpose of this article 15.3, an employee with a particular Classification Level (e.g. DE4) will be deemed to have at least the same skills, ability and qualifications of an employee with the same or lower Classification Level (e.g. DE3).**

15.4 Delete in its entirety

15.5 In the event that a seniority employee is about to be laid off at her/his own DEC, the employee may use his/her seniority within his/her classification to displace another employee within their DEC. Failure to secure employment via this manner, the effected individual shall have the opportunity to bump within the seniority pool an employee with the least seniority in the same job classification level or lower than their own level provided that the displacing employee is ready willing and available to work at such other DEC.

15.6 Deleted

15.7 Deleted

15.8 Deleted

15.10 In the event of any layoff, the Company shall layoff employees on the basis of the following classifications, provided that there always remain on the job employees who have the ability (including without limitation, the ability to immediately perform their duties bilingually when the Company determines that it is necessary for employee to be bilingual), qualifications, and availability to perform the work that is required by the Company at a DEC.

The classifications that will be referred to for the purposes of this Agreement are as follows:

Driver Examiners
Customer Service Agents
Lead Hands

15.10 (a) An employee who is subject to lay-off shall have the right to either:

- (i) accept the layoff; or
- (ii) An employee who is subject to layoff will be entitled to exercise her/his seniority in order to displace an employee with the least seniority in the same job classification provided that the more senior employee is ready, willing, and available to work the shifts that were being worked by the displaced employee, and has the qualifications required to perform the work and is bilingual where such qualification is necessary.
- (iii) An employee who is displaced as a result of lay off as set out in 15.10 (a) (ii) above, will be entitled to exercise her/his seniority in order to displace an employee with the least seniority in an equal or lower paid job classification provided that the employee is ready, willing and available to work the shifts that were being worked by the displaced employee, and has the qualifications required to perform the work and is bilingual where such qualification is necessary.

15.10 (b) re: Recall:

In the event of a recall, laid off employees with seniority shall be recalled in the reverse order of their displacement through layoff to the DEC, classification, category from which they were laid off or, to another equal or lower paid classification, provided that the employee is ready, willing and available to work the shifts that were being worked by the displaced employee, and has the qualifications required to perform the work and is bilingual where such qualification is necessary. No new employees shall be hired until all laid off seniority employees have been given an opportunity of recall to their former positions. Where an employee has exercised the right to bump or displace an employee in order to avoid a layoff and remains in a position at any DEC, the right contained in this article also includes the right to return to their pre-layoff DEC, classification and category.

15.10 (c) status quo

15.10(d) If a seniority employee is recalled from layoff, such employee shall be credited with the amount of seniority that the employee accrued prior to the date of layoff.

15.14 **NOTE: PARTIES AGREE THAT THE FOLLOWING SENIORITY POOL OR, STATUS QUO WILL BE MAINTAINED IN RENEWAL AGREEMENT. UNION TO ADVISE EMPLOYER.**

Seniority Pool #	DEC's Included	# of DEC's Included
1	Aurora, Barrie, Brampton, Burlington, Downsview, Etobicoke, Hamilton, Metro East, Oakville, Orangeville, Orillia, Oshawa, Port Union, St. Catherines, Woodbridge	15
2	Bancroft, Belleville, Brockville, Cornwall, Hawkesbury, Kingston, Lindsay Ottawa Canotek, Ottawa Walkley, Pembroke, Peterborough, Renfrew, Smiths Falls, Winchester	14
3	Brantford, Chatham, Clinton, , Guelph, Kitchener, London, Owen Sound, Sarnia, Simcoe, Stratford, Tillsonburg, Walkerton Windsor, Woodstock	14
4	Dryden, Espanola, Fort Frances, Huntsville, Kapuskasing, Kirkland Lake, Kenora, New Liskeard, North Bay, Sault Ste. Marie, Sudbury, Thunder Bay, Timmins	13

15.15 In the event of layoff of more than **six (6)** days, the Union will be provided with a list of employees to be laid off in advance. Where full-time seniority employees are to be laid off, the Union will be provided with fourteen (14) calendar days advance notice, and where part-time seniority employees are to be laid off, the Union will be provided with seven (7) calendar days advance notice. **ARTICLE 16 – JOB POSTING**

16.6 Notwithstanding what is referred to above, the Company can hire qualified candidates for a vacancy from candidates who previously applied for a vacancy of the same level of the same classification at the same DEC, provided that a competition was held during the previous **nine (9)** months. The Company in these circumstances is not required to post or advertise the vacancy or new position. If there are no successful applicants for a vacant position that has been posted by the Company, the Company may

secure applications for the vacant position from outside its existing workforce.

16.8 ~~Except for a vacancy occasioned by the placing of a successful applicant in the position so posted, any further vacancy may be filled by the Company without posting.~~

Delete the entire article

16.9 An employee who is selected or appointed to the position of DEC Manager or higher with the Company will lose her/his seniority upon leaving the bargaining unit in order to accept such position. An employee who is selected or appointed to any other position that is outside of the bargaining unit, will **retain** seniority after leaving the bargaining unit for a period not to exceed **nine (9)** months following the date of the selection or appointment. Following the expiry of the said **nine (9)** month period, the employee's name will be considered deleted from any seniority list. If the employee returns or is returned to the bargaining unit by the Company within the **nine (9)** month period, he/she will be returned to a vacant position for which she/he is qualified, or if there is no such vacancy, for the first vacant position that may become available for which she/he is qualified. This provision shall apply only once during the life of the collective agreement to each employee.

16.10 When a candidate has been selected as a result of the job posting process, the successful applicant's name will be communicated in writing to the all DTC's and with a copy to the Union on a monthly basis, assuming that there have been job postings in such month.

The Employer will provide the following letter of understanding:

Notwithstanding anything that is indicated in Article 16.11 of the collective agreement, the Employer confirms that it has recorded and will continue to record all time that is spent in the employee's pay period in the course of calculating the days worked for determining eligibility for the supervisor's premium

ARTICLE 17 – TEMPORARY TRANSFERS

17.1 Temporary vacancies that are expected to be for greater than **eight (8)** consecutive weeks (i.e. **fifty six (56)** calendar days) in duration and that are required by the Company to be filled, shall be filled as set out in this Article. Vacancies that are expected to be for less than ten (10) weeks duration may be filled as the Company deems appropriate.

- 17.6 **Notwithstanding anything that is indicated in Article 17.6 of the collective agreement**, the Employer confirms that it has recorded and will continue to record all time that is spent in the employee's pay period in the course of calculating the days worked for determining eligibility for receiving the higher rate of pay.

Add to the existing language:

- 17.8 If an employee's drivers license is downgraded for any reason whatsoever, the affected employee will be permitted to perform the job duties that are permitted within the employee's downgraded drivers license at the prescribed rate of pay for the classification and classification level into which such employee has been downgraded, and provided that the Employer determines that there is a vacancy for the classification and classification level which the employer needs to fill.

ARTICLE 18 – HOURS OF WORK

- 18.1 (a) With respect the definition of Hours Worked which appears in Article 34.8(f), the Employer is prepared to agree that for seniority part-time employees, only hours of work actually worked by a part-time employee and time that otherwise would have been worked on statutory holidays (based on the calculation set out in the ESA) will be counted as hours worked for the purposes of Article 34.8.
- 18.4 Employer will agree that employee's who are scheduled to work less than five hours will be given a paid fifteen minute break

- 18.7 Article to be deleted as it is currently not used at any of the DTCs

ARTICLE 19 – OVERTIME

- 19.2- An employee will submit a time off request form to the Employer with respect to compensatory time and the Employer will provide a response within 14 calendar days with respect such request.
- 19.3- The Employer will agree to consolidate the language of 19.3 with Article 31.

19.5 (c) – Assignment of Overtime-

ADD: The Company will agree to pay mileage and travel time when employees are required to travel by the Employer

ARTICLE 21 – HEALTH AND SAFETY

21.4 The Employer acknowledges that the Union's health and safety representatives will be selected by the Union and the Company's health and safety representatives will be selected by the Employer. The Employer will agree to provide the requisite health and safety training to representatives within six months of being elected/appointed to the position.

ARTICLE 22 – BEREAVEMENT LEAVE:

22.1 For employees spouse and child change three (3) days to read five (5) days

This will become effective the first full pay period

22.2 agree with the renumbering
delete 'full time and part time' and replace it with 'Seniority'

When a death occurs in a seniority employee's immediate family as defined in Article 22.1 hereof and where such seniority employee would be required to travel in excess of 500 kilometres (one-way) in order to attend the funeral, the employee shall be granted two (2) unpaid days of travelling time in addition to the days granted under Article 22.1 for the purposes of attending the funeral and provided that the employee actually attends the funeral.

No other changes to Bereavement Leave provisions.

Jury Duty

22.2 (b) If employees are released from court, before the end of the workday, employees are expected to return to work. In order to receive jury duty pay, employees must provide proof of service issued by the court, and submit all monies paid by the court **with the exception of expense related items for which the employee is being compensated such as mileage, meals, accommodation, and/or** by the party who served the jury duty summons, in respect of the attendance required under the jury duty summons.

Effective the first full pay period immediately following the date of ratification

Witness Leave

22.3 (b) If employees are released from court, before the end of the workday, employees are expected to return to work. In order to receive witness pay, employees must provide proof of service issued by the court, and submit all monies paid by the court or by the party who served the subpoena, **with the exception of expense related items for which the employee is being compensated such as mileage, meals, accommodation, and/or** in respect of the attendance required under the subpoena.

UNION LEAVE:

delete the existing Article 22.5 (a) and (b) and replace with the following language:

It is agreed that upon making a written request to the Company, a leave of absence without pay shall be granted to not more than two (2) Full Time or Part-time employees who have completed their probationary period, at the same time (with each employee being from a different Area) in order to attend Union conventions, conferences, or other Union business such leave shall not be unreasonably denied. The Union shall make a written request for such a Union leave of absence to the Employer not less than four (4) weeks prior to the commencement date of the leave and shall also identify the employee(s) from the Areas and DEC's in respect of which the leave is sought. Employees shall not be on such leave for more than five (5) consecutive days at any one time and the total aggregate of such leaves shall not exceed twenty-five (25) days in each year of the term of this Agreement.

The Company agrees that it will however, consider granting leaves of absence for the purpose set out above to more than two (2) employees, and for more than 25 days in the aggregate if the Union event occurs during the Company's Slow Period or, if the Company determines that in the course of granting such leaves, the Company's operations and ability to properly staff its DEC's, shall not be jeopardized or disrupted.

Article 22.5 (d)- Re: Unpaid Union Leave- The Employer would be prepared to consider granting a leave without any cost to the Company of one year (increased from 8 weeks in expired agreement) provided that the Union pays the employee wages and provides benefits during the period of the leave. The Employer will "invoice" the Union for the cost of all wages and benefits during this leave. Within the Company, the employee will be treated as being on an unpaid LOA. The request for such a leave of absence must be submitted three months in advance and must indicate the duration of the leave so that the Employer can make alternative arrangements. Such employee shall also accumulate seniority during his/her absence

ARTICLE 23- PAID HOLIDAYS.

23.1 **ADD: Family Day** to the current list

23.2 To be eligible for holiday pay, employees must work their regularly scheduled shift before and the regularly scheduled shift after the holiday, in order to be paid for that holiday. **Unless they are absent due to reasonable cause as per the provisions of the ESA, injury, or on approved leave.**

23.3 Employer would agree to Union Proposal to include “unless the employee is absent due to reasonable cause as set out in the Employment Standards Act or is on an Employer approved leave of absence

23.4 Holiday pay will be calculated on the basis of the employee's normal daily hours and her/his regular hourly rate. In the case of **part time** employees with variable daily hours of work, the employee's average daily hours shall be calculated based on the amount of public holiday pay to which an employee is entitled on the following basis: All of the regular wages plus all of the vacation pay, which is payable to the employee in the four (4) work weeks ending immediately preceding the work week with the public holiday divided by twenty (20). If the employee has earned a substitute day off with public holiday pay, this calculation is done with respect to the four (4) work weeks before the work week in which the substitute day falls. Regular wages do not include any overtime or premium pay payable to an employee.

Float Holidays

The Employer undertakes to educate its management so as to ensure that managerial employees understand that float holidays may be scheduled at a mutually agreed upon time after the employee becomes eligible for the float holiday which may also include during the Peak Season while having due regard for the Employer's operations.

ARTICLE 24 – VACATIONS

24.5 Effective January 1, 2010 :

“Employees can take vacation entitlement before it is actually earned to a limit of 37.5 hours (one week). It is understood however that The Company may authorize an employee to take an advance on his/her vacation entitlement before it is actually earned. It is understood however, that such employee's vacation and pay will be adjusted so as to reflect the advance that has been made. If the employee terminates his/her employment before the vacation pay overpayment can be recovered, the Company may withhold the amount of the overpayment from the employee's final pay.

24.8 Unless otherwise approved by the Company, all employees shall be required to use their earned vacation time. Employees shall be permitted to carry over a maximum of five (5) days, with management's written acknowledgement. It is further understood that the carried over vacation must be used in the calendar year immediately following the year in which it was earned.

24.10 (a) An answer shall be provided within fourteen (14) calendar days for all vacations that are requested outside of the prescribed timeframes for submitting vacation requests

ARTICLE 25 – SICK LEAVE

25.8It is understood that notification of an employee's impending absence due to an illness or injury must be communicated verbally by the employee to the employee's supervisor or his/her designate and not to another bargaining unit employee.

At those DTC's at which voicemail has been used by employees to notify the Employer of an impending absence, the practice will be continued

ARTICLE 27 – PAYMENT OF WAGES

27.1 Any errors or omissions that are made on an employee's pay and which are brought to the attention of a representative of the Employer in a timely manner will be rectified as soon as reasonably possible.

Retroactivity - It is understood that retroactivity will be applied to wage increases only for all hours paid. All other changes to the Collective Agreement will become effective following the date of ratification or as otherwise expressly indicated in the agreement.

ARTICLE 29 – UNIFORMS

29.2 The Company will provide uniforms that it requires employees to wear while attending at work. Employees will be responsible for the replacement cost of either lost or damaged uniform articles that are provided by the Company to employees, where the loss or damage is due to the employee's gross negligence. It is understood that employees will not be responsible for damage that is caused by normal wear and tear.

Employer agrees that it will place a copy of the uniform policy at all DEC's

ARTICLE 30 – LABOUR MANAGEMENT COMMITTEE

30.9 Union members of the Committee shall suffer no loss in their pay while attending Labour Management Committee meetings **and the company agrees that it shall pay for all wages of the Union members and that the Union shall not be responsible for any payment of wages.** In the event that a Union Committee member is required by the Company to travel to a scheduled Committee meeting from their home DEC, the mileage costs **and parking (if held at head office)** associated with travel to the Committee meetings shall be paid by the Company in accordance with the established mileage policy.

ARTICLE 34 – GENERAL

34.3 In determining timelines or the time within which any action is to be taken or completed under the terms of this Agreement, such time limits will not include **Saturdays**, Sundays or statutory holidays.

34.8 (f) It is understood that hours of work for a seniority full-time employee will include time not worked while such employee is on a layoff or while on an authorized leave of absence, vacation, or paid holiday. **It is understood that hours of work for a part time employee shall include hours actually worked as well as paid hours for Statutory Holidays and paid sick leave under the Article 25.**

34.11- **ADD TO THE EXISTING ARTICLE:** Will pay for employee's lunch for travel to the following Travel Points for as long as they remain at current location as at date of ratification: **Mattawa, Hearst, Thessalon, Rainy River, and Little Current and maintain current language**

34.13 The Company will reimburse employees for the costs of driver abstracts and criminal reference checks that are required by the Company. The Company will reimburse Driver Examiner 4 employees for medical reports that are required by the Company in order for the DE 4 employee to hold their licence. The Company will also pay for the knowledge test portion of the renewal as required for DE 4 employees.

in addition, the above will apply to all eligible trained DE's who are qualified to and requested by the Company to perform DE 4 duties for medical reports.....

34.14 A Seniority employee who has attained the age of 65 or older and who is required to obtain a medical report for the purposes of maintaining his/her drivers license classified standing as required by the Ministry of Transportation of Ontario will be reimbursed for the cost of obtaining this report upon providing a confirmation of receipt of payment to the Employer. The Employer will agree to pay for the prescribed applicable written test fee and road test fee. In addition, the affected employee may also elect to use a rental vehicle for the road examination (arranged by the employee) the cost of which will be reimbursed to the employee provided that the Employer has approved the cost of the rental vehicle in advance of the rental and, provided that the employee submits a confirmation of receipt of payment to the Employer.

ARTICLE 35 – DEFINITIONS

Delete reference to 'Hub' change to read 'Area'

ARTICLE 36 - DURATION

Amend all references in the collective agreement from DEC's to read **DTC's (Drive Test Centres)**

NOTE 1

(b) For greater clarity it is understood that the entry level CSA 2 rate is as shown above and that all CSA 2 employees will move to the CSA 3 start rate after they have successfully completed the **five hundred and sixty two and one-half** (562.5) hour probation period.

NOTE 4

Trainers Premium

Employees who are required by the Company to conduct formal training (i.e. in-class training or in-car training) will be paid an amount of One Dollar (\$1.00) in respect of each hour spent actually delivering the training, in addition to their regular hourly rate of pay. It is understood that this premium is in addition to but not included in the employee's regular hourly rate of pay.

The parties recognize that there will continue to be a distinction between monitoring a new employee's job performance ("Monitoring"), mentoring a new employee ("Mentoring"), having a new employee "shadow" or observe an experienced employee so as to allow the new employee an opportunity

to observe how that experienced employee performs his/her duties (“Shadowing”) and, providing formal training that is approved by the Employer and provided to a new employee pursuant to a structured, established and formal training regimen or program that has been established by the Employer and which regimen or program has an established predetermined and calculable number of hours of formal training (“Formal Training”).

It is acknowledged and agreed that Monitoring, Mentoring, and Shadowing do not fall within the definition of Formal Training as that term is referred to in Note 4 of Appendix “A” of the Collective Agreement and as indicated above. The Trainers Premium will only be paid to an employee who provides actual Formal Training to an employee(s) (as defined above), when the employee is required by the Employer to cease performing his/her normal duties and responsibilities and, to attend to providing actual Formal Training in a classroom, or actual Formal Training at the front counter of a DEC, or Formal Training inside of an automobile. The Employer will in its discretion, determine the length of any Formal Training that it requires any employee to provide from time to time. The Formal Training that the Employer will provide through employees or otherwise will be determined by the Employer while also having due regard to the training requirements as established by the Ministry of Transportation from time to time. It is also understood that Formal Training will also continue to be provided by the Employer through its Supervisors as required by the Employer from time to time

Shadowing Premium:

Immediately following the date of ratification, Employees in the Driver Examiner classification who are required by the Company to conduct Driver Examination on-the-job shadowing will be paid an amount of fifty (50) cents per hour in respect of each hour spent actually shadowing another employee, in addition to their regular hourly rate of pay for up to a maximum of 5 consecutive days of shadowing.

NEW: TECHNOLOGICAL CHANGE

In the event that there is a technological change in equipment which will adversely affect the employment of any seniority employee, the Employer will meet with the Union to discuss ways by which such effects can be minimized.

Letter of Understandings- Employer proposes to delete Letter of Understandings, G, I

PERFORMANCE NOTES

Employer would acknowledge in a letter of understanding as follows:

The parties acknowledge that the Company's Employee Performance Notes are non disciplinary written notices and are not included in an employee's record of discipline.

New Article-Lead Hands

During the term of the collective agreement, the Employer reserves the right to create and fill a new bargaining unit classification of Lead Hand in respect of which the Employer will develop the necessary qualifications and experience. If and when the Employer wishes to fill the newly created Lead Hand bargaining unit position, it will post the position in accordance with Article 16.4 of the collective agreement.

The Lead Hand if and when selected by the Employer, will be paid a Lead Hand rate that is the greater of \$21.00 per hour or \$1.00 per hour on top of the Employee's regularly hourly rate that is in effect at the time of the appointment into that position. The \$21.00 per hour rate will be in effect for the first year of the term of the collective agreement, and in years two and three the general rates of increase set out below will be applied to this rate.