

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SHOPPING CHANNEL  
DIVISION OF ROGERS BROADCASTING LIMITED**

**AND**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL  
AND SERVICE WORKERS INTERNATIONAL UNION  
ON BEHALF OF LOCAL 9042-102**



**EFFECTIVE: November 15, 2014**  
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**COPE-343**

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## **ARTICLE 1 – PURPOSE AND RECOGNITION**

- 1.01 It is the purpose of this Agreement to recognize a common interest between the Company and the Union.
- 1.02 The parties recognize that the business in which they are engaged is highly competitive and that the employer must be able to maintain an efficient cost-effective operation and improve itself in a highly competitive market. The parties agree to work together in attaining these objectives.
- 1.03 To set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties.
- 1.04 To provide a procedure for prompt and equitable adjustment of grievances.
- 1.05 The parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions of this agreement. To this end:
- (a) The Company agrees to instruct its supervisory and management staff, and will adhere to and enforce this agreement.
  - (b) The Union agrees to instruct its officers, stewards and members to cooperate with the Company in carrying out the terms and requirements for the agreement and to fulfil their responsibilities as employees of the Company.
- To this end, this Agreement is signed in good faith by the two parties.
- 1.06 The Company recognizes the Union as the bargaining agent for all employees of Rogers Broadcasting Limited, c.o.b. as THE SHOPPING CHANNEL, in the Cities of Toronto, Brampton and Mississauga, excluding supervisors, persons above the rank of supervisor, cyberagents, Information Technology employees, administrative employees, clerical employees, sales and marketing employees, merchandising employees, schedulers, transportation coordinators, programming employees and employees covered by Board Certification Order No. 7151-U and any employee for whom a trade union held bargaining rights as of the date of execution of this Memorandum of Settlement.
- The Union and the Company shall jointly apply to the CIRB to amend the existing certificate to replace it with this one. The Union will write its consent and agreement within seven (7) days from receiving the employer's letter to the CIRB requesting this amendment.
- 1.07 Supervisors and Managers employed by the Company, who are not members of the bargaining unit, shall be allowed to perform work on any jobs which are included in the bargaining unit provided it does not cause a layoff of bargaining unit employees or prevent the posting of a permanent vacancy.
- 1.08 The Company has the right to contract out any and all work, provided it does not cause a lay off of bargaining unit employees.

## **ARTICLE 2 – PROBATION**

- 2.01 An employee shall be on probation for their first 90 days worked. During the probationary period, the Company may release the employee at any time at its discretion. The probationary period may be extended by an additional thirty (30) days worked by mutual agreement of the Parties.
- 2.02 Employees – The term “employee” is used in this agreement to mean any person employed in the bargaining unit.
- 2.03 A part-time employee is defined as a person employed on a regular basis who works less than 24 hours per week on a regular basis.
- 2.04 Part-time employees will not receive benefits except those required pursuant to the provisions of the Canada Labour Code.
- 2.05 Part-time employees. The Company agrees that it will not reduce the regularly scheduled hours of work of part-time employees unless it is established there were bona fide business reasons and that such action was not arbitrary, discriminatory or made in bad faith.
- 2.06 The Company agrees to provide the Union with the names and start dates of all Personnel from an Employment Agency that are required in the NDC prior to the quarterly labour/management meetings.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the employer to manage the operations and direct the work forces and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:
- (a) maintain order, discipline and efficiency, and in connection therewith, to make, change and enforce, from time to time, rules and regulations, practices and policies to be observed by its employees which shall not be applied in any arbitrary or discriminatory manner.
  - (b) select, hire, classify, transfer, promote, demote, assign to shifts, assign to overtime, select for positions excluded from the bargaining unit, lay-off, recall, retire, schedule vacations, eliminate classifications, reorganize and also to suspend, discipline or discharge employees, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined, without just cause, may be subject of a grievance and dealt with as hereinafter provided.
  - (c) Establish and administer tests to assist the employer in determining the employee’s job qualifications, and require pre-employment medical examinations. In cases where the company questions the bona fide nature of the employee’s illness or absence of three (3) days or more, the

company reserves the right to request a doctor's certificate or a Rogers Medical Report or to require the employee to attend an independent medical specialist. Where the company requests such additional medical information or Rogers Medical Report, employees shall be reimbursed the full cost, if any.

- (d) Determine the location of operations, their transfer, expansion or curtailment, the direction of working forces, the subcontracting of work, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; create, combine or abolish job classifications in a reasonable manner revolving from the company's needs, from time to time; determine the qualifications of an employee to perform in a particular job; the nature of tools, equipment and machinery, used, and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; determine salaries, decide on the number of employees needed by the employer at any time, the number of hours to be worked, starting and quitting time, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and customer relations.
- 3.02 The Union further acknowledges the right of the employer to reorganize positions, functions and hours of work as long as the newly classified functions remain in the bargaining unit entirely. New classifications will be created and as a result, new wages will be negotiated or can be submitted to arbitration by the union. At the arbitration, the negotiated classification will be sole criteria for the new wage. The Union further recognizes the right of the employer to operate and manage its operations in all respects in accordance with commitments and its obligations and responsibilities, the right to decide on the number of employees needed by the employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment are solely and exclusively the responsibility of the employer.
  - 3.03 Except as limited by a provision of this agreement, the employer shall continue to have the undisputed right to take any action it deems appropriate in the management of the plant and the operation of the work force. All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.
  - 3.04 No non-exercise of a right by the employer shall be construed as a waiver of that right.
  - 3.05 All employees shall adhere to the responsibilities contained in their job descriptions, dress codes and training and policy guidelines.
  - 3.06 It is agreed that the Company will monitor the phone calls of Customer Care Centre employees on a random basis or on any other basis, which is not arbitrary.

- 3.07 It is understood and agreed that these rights shall not be exercised in a manner that clearly violates the specific terms of this agreement and it is understood that a claim by an employer or employees that the employer has so exercised those rights shall be a proper subject for a grievance.

#### **ARTICLE 4 – UNION SECURITY**

- 4.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 4.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 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 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1 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 will also be sent to the Union office designated by the Area Coordinator.
- 4.03 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 both Union addresses as identified by the Union.
- 4.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.
- 4.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

#### **ARTICLE 5 – USE OF BULLETIN BOARDS**

- 5.01 The Company agrees to the posting by the Union on a bulletin board of announcements regarding elections, meetings, negotiations, developments and internal affairs of the Union. There will be one bulletin board at each location upon which the Union can post notices with the Company's advanced consent. Such consent will not be unreasonably withheld.

## **ARTICLE 6 – UNION LEAVE**

- 6.01 Upon reasonable advance notice by the Union, the Company will release, without pay, up to four (4) employees named by the Union to attend negotiation meetings. The employees named by the union to attend negotiation meetings will each be granted one day in order to attend a pre-negotiation union meeting, during each round of bargaining. The Union will provide the Company with three weeks' notice of such pre-negotiation date.
- 6.02 Leave without pay will be granted for up to five (5) employees at a time, no more than one (1) from any department, duly authorized to represent employees in order to attend local, regional or national union meetings, or educational conventions for up to thirty (30) days per year. Request for such leave shall be submitted at least 15 calendar days in advance by the employees. A second employee from the same department may be granted leave under this Article if agreed to by the Company and it does not interfere with operational requirements.
- (a) One employee may be granted leave without pay to accept a position with the Union, for up to six months. Such leave shall be granted by the Company on receipt of a written request from the employee and the president of the Union. Unless mutually agreed otherwise, leave provided for in this Article shall be limited to one employee at any one time. In a year when a USW convention is scheduled, the maximum period of total days may be increased by five with the understanding that those days will be used to attend the convention.
- The leave provided for in this article shall not constitute a break in the continuity of service for the computation of seniority.
- 6.03 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.04 Since the Steward's first obligation is the performance of his duties to his employer, it is agreed that union business, other than the processing of grievances, is to be conducted outside of that employee's working hours unless it cannot practically be done outside of those working hours.
- 6.05 The Company agrees to recognize one (1) Union Steward for every fifty employees.
- 6.06 The Company shall be notified, in writing, by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto and the Company need not recognize them until this occurs.
- 6.07 The Company agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees including the Union Chairperson.

- 6.08 When the legitimate business of the Grievance Committee persons or Union Stewards requires them to leave their workstations and/or departments, they shall first receive permission from their foreperson (such permission shall not be unreasonably withheld).

#### **ARTICLE 7 – ACCESS TO PREMISES**

- 7.01 Accredited Union Officers, when they wish to visit the Company's premises for matters necessary to the carrying out of this Agreement, shall telephone the Vice President of that Area or his/her designate and arrange a convenient time, in advance, which does not interfere with normal operations of the Company.

#### **ARTICLE 8 – NON-DISCRIMINATION**

- 8.01 The parties will not interfere with, restrain or coerce employees covered by this Agreement because of membership or non-membership in or lawful activity on behalf of or inimical to the interest of the Union.
- 8.02 The Company agrees to abide by the Canadian Human Rights Act.

Employees shall not be entitled to process a grievance under this article and a complaint under the Canadian Human Rights Act at the same time.

#### **ARTICLE 9 – NO STRIKES OR LOCKOUTS**

- 9.01 It is agreed that there will be no strikes during the lifetime of this Agreement.
- 9.02 It is agreed that the Company will not lockout its employees during the lifetime of this agreement.
- 9.03 The word "Strike" and the word "Lockout" shall be deemed to have the meaning given those words in the Canada Labour Code.
- 9.04 The Union agrees that it will not involve or interfere with any other installation of the employer, its affiliates, parent or subsidiaries, as a result of any labour dispute it may have at the premises covered by this agreement.

#### **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement. However, no other grievance will be accepted, processed or arbitrated.



10.02 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

Step 1:

When a grievance arises the employee(s) and/or the Union Steward shall discuss the matter with the Department Manager concerned within seven (7) days from the date the employee knew or ought to have known of the incident which gave rise to the grievance. The Department Manager shall provide the grievor or steward with an oral answer before the end of the next work day.

Step 2:

In the event that the grievance is not resolved in the first step, the grievance shall be reduced to writing and a copy thereof delivered to the Department Manager (or his/her delegate) within seven (7) days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the Union as the chairperson of the Grievance Committee. The grievance shall be discussed at a meeting with the Director (or his/her delegate) the Union Chairperson, the Grievor and the Local Grievance Committee consisting of not more than two (2) members. Such meetings shall take place within seven (7) days of the request for a meeting. Appropriate records of such meetings shall be kept.

Step 3:

If the grievance is not recorded as settled within seven (7) days after the meeting described in Step 2, the dispute shall be referred to the Director of Operations or delegate, the Union Staff Representative, the Unit Chairperson and the grievor for further discussion and consideration. Such meetings shall take place within seven (7) days of the request for a meeting. Appropriate records of such meetings shall be kept.

Step 4

In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration within thirty (30) days after the meeting described in Step 3.

The parties shall, within seven (7) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, the Federal Minister of Labour can be requested to appoint the arbitrator.

10.03 Notwithstanding Article 10.2, any grievance concerning the suspension or discharge of an employee shall be submitted directly to the Director of Operations or delegate at Step 2, within seven (7) calendar days of the discharge.

- 10.04 The Company can grieve any action of the Union or of an employee commencing at Step 2 of the Grievance Procedure and the same individuals will be involved at each step as set out herein.
- 10.05 If either of the parties to this Agreement considers that the Agreement is being misinterpreted, or violated in any respect by the other party in a manner that affects the unit as a whole, the matter may be discussed between representatives of the Company and the Union and if not satisfactory settled, either party may refer the matter directly to Step 3 as a policy grievance. Similarly, any grievance by the employer is to commence at Step 3.
- 10.06 Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, Statutory Holidays and vacation or sick leave of the employee concerned and may be extended by mutual consent.
- 10.07 Employees shall suffer no loss of pay or other benefits if required to attend grievance meetings with the Company during their normal shift.
- 10.08 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, with the residual rights that management has or with management's exercise of those rights. The arbitrator shall not alter, modify or amend any part of this Agreement.
- 10.09 No matter may be submitted to arbitration, which has not been properly carried through all previous steps in the manner, time and order specified herein.
- 10.10 Any complaint or grievance which is not commenced or processed through to the next stage of the grievance or arbitration procedures within the time specified in the Agreement shall be deemed to have been dropped. However, the limits specified in the grievance procedure may be extended by the employer and the union, in writing, provided that such extension for any one grievance shall not be a waiver of the time limits for any subsequent grievances. If the responding party fails to respond to a grievance of the other party within the time allotted herein, the grieving party shall have the right to advance the grievance to the next step.
- 10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure within the timeliness specified. Any and all time limits referred to under the grievance and arbitration procedures herein are mandatory and may be extended only by written agreement between the Employer and the Union.
- 10.12 It is agreed that a settlement of any grievance under the grievance procedure shall not be construed as a precedent and shall not be binding on either party in respect to any other grievances.

#### **ARTICLE 11 – SENIORITY RIGHTS**

- 11.01 Company seniority shall be deemed to commence on the date of hiring by the Company and shall be equal to the length of continuous service with the Company. Subject to Articles 11.04 and 11.08, which shall prevail, Company

seniority should relate to the order of layoff, recall from layoff, promotions, and subject to Article 18.10 for the choice of vacation period. However, employees shall only be eligible to exercise their seniority rights as outlined herein in their own sectors specifically:

1. Customer Care Centre
2. National Distribution Centre

For employees employed at the National Distribution Centre, Company seniority should also pertain to shift preferences after one year of employment when there is a posted vacancy. However, an employee is precluded from bidding again for another shift in the same classification and section within three (3) months of having successfully bid for a new shift.

For employees employed at the Customer Care Centre, Company seniority should also pertain to shift preferences and shift bids. Shift bids will be done once every three (3) months. The Company agrees to have the shift bidding process completed at least two (2) weeks in advance of the implementation of the new shift schedules.

The Company retains the right to initiate an out of cycle shift bid when it is required with the support of the impacted defined area provided that the majority vote in favour. The Union will be notified in advance of the vote.

- 11.02 Company seniority shall be computed separately for part-time employees as a group distinct from full-time employees.
- 11.03 Committee persons and Union Stewards will be issued an up-to-date seniority list on or about June 30<sup>th</sup> and December 31<sup>st</sup> of each year. A copy shall be posted on the bulletin board for employee inspection. Employees will have ten (10) days to complain of any errors. A copy of such seniority list shall be mailed to the Peel-Halton area office of the Union and such Union list shall contain the employee's job classification, current rate of pay as well as the employee's current address and phone number on file with the Company.

All employees' names shall appear on the seniority list after they have successfully completed their probationary periods.

- 11.04 In making a selection to fill a job vacancy, whether it be a lateral transfer or promotion, the employer shall consider:
  - (a) The qualifications, productivity and ability of the employee to immediately do the job without training; and,
  - (b) The seniority of the employees involved.

When the factors in (a) above, are equal between the employees, seniority shall govern. If there are not qualified internal applicants, the Company may hire a qualified person from outside the bargaining unit.

- 11.05 An employee shall lose all seniority and his employment shall be deemed terminated if he/she:
- (a) voluntarily leaves the employ of the Company;
  - (b) is discharged and is not re-instated through the grievance procedure;
  - (c) fails to return to work promptly upon completion of an authorized leave of absence (unless prior arrangement acceptable to both the employee and the Company has been made for an extension of such leave) or utilizes a leave of absence for purposes other than those for which the leave of absence was granted. In demonstrated emergency situations, or, if it is otherwise impossible to return, the employee must provide the Company with a reasonable explanation, for the delay in returning to work.
  - (d) Is laid off for a period equal to the lesser of his period of seniority or twelve (12) months;
  - (e) After notice of recall from lay off is sent by registered mail to his last address on file with the Company, he fails to advise the Company of his intention to return within five (5) calendar days following mailing of such notice or fails to return to work on the date and time specified in the notice;
  - (f) Is absent from work for three (3) or more scheduled working days without having obtained an authorized leave of absence, unless a reasonable explanation is provided;
  - (g) Is absent from work due to sickness or disability for three (3) or more working days and fails, upon his return to work, to produce a Rogers Medical Report from a duly qualified medical practitioner verifying such reason for the absence from work, when so requested by the Company;
  - (h) Fails to return to work following an illness or accident after he is able to return to work, unless he provides an explanation acceptable to the Company and additional medical information, if requested.
  - (i) The refusal to provide a medical Rogers Medical Report when the company has the right to request one, pursuant to this agreement, shall be deemed terminated.
- 11.06 Job vacancies shall be posted for five (5) days. A notice shall be posted on the bulletin boards listing the name of the successful applicants. Copies of all notices regarding job postings shall be given to the union chairperson, upon request.
- 11.07 (a) An employee promoted or transferred to fill a vacancy in another classification shall be on a trial period in such classification for a period of up to three (3) months. The Company may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period, the employee will be advised in writing the promotion or transfer is confirmed.

- (b) A bargaining unit employee who transfers to a non-bargaining unit position will have their union seniority suspended for the duration of a temporary or permanent assignment for a maximum of one (1) year. In the event the employee returns to a bargaining unit position within one (1) year or less, their seniority will be reinstated and adjusted to not include the length of time they were out of the bargaining unit. Any length of time longer than one (1) year, the employee union seniority will be reset to zero (0).

11.08 If the employer decides to decrease the workforce within a sector as defined by Article 11.1, employees to be laid off will be laid off in reverse order of seniority if the qualifications and ability of the affected employees to perform the work without training are relatively equal.

An employee selected for layoff may avoid layoff by bumping an employee with less seniority within their sector where their qualifications and ability to perform the work without training are relatively equal.

In a case where there is no employee within their sector with less seniority, the employee selected for layoff may avoid layoff by bumping an employee with less seniority in another sector, if they previously held that position and their qualifications and ability to perform the job without training are relatively equal.

11.09 The opposite procedure to 11.08 and the same criteria will apply to recall from layoff.

11.10 In recalling employees, the Company's responsibility will be fulfilled if the Company gives notice in writing by registered mail to the last address left by the employee with the Company. Employees must notify the Company of their intention within seven (7) days of receipt at the address of the notice from the Company and must report for duty within seven (7) calendar days of acceptance of the offer of recall, unless mutually agreeable arrangements are made in writing between the employee and the Company.

11.11 The Union Chairperson shall be notified in advance of the names of any employee slated for layoff and the expected duration of same if known.

## **ARTICLE 12 – LEAVE OF ABSENCE**

12.01 An employee requesting leave of absence shall make application in writing to his/her Supervisor. The same shall be dealt with by management at its discretion. The employee shall be notified in writing of the disposition of the application and a record shall be kept in the Human Resources Department. Leave of absence may be extended at the discretion of management provided written application is made for same.

- (a) Leaves of absence of thirty (30) days or more must be applied for at least ten (10) days in advance. The Company shall respond to the request for leave within three (3) business days, Monday to Friday.

- (b) If Rogers leave of absence policy changes so as to entitle an employee to a leave of absence, such new leave of absence policy will apply to employees in the bargaining unit.
- 12.02 The Company will grant pregnancy and parental leave to employees in accordance with the Canada Labour Code.
- 12.03 When an employee, who has completed his/her probationary period is absent from work due to a death in the immediate family, he/she will be granted up to three (3) days leave with pay. Immediate family is deemed to mean spouse, child, parent, brother, sister, father-in-law and mother-in-law, grandparents and any relative permanently residing in the employee's household or with whom the employee resides.

Requests for additional time off due to special or unusual circumstances (e.g. an employee who has to travel great distances) may be granted up to two (2) additional paid days, for a total of five (5) days of bereavement leave, on an exceptional basis only. Any time exceeding five (5) days is unpaid.

#### **ARTICLE 13 – REPORTING ALLOWANCE**

- 13.01 In the event that an employee reports for work on his/her regular shift, without having been notified, prior to the end of his/her previous shift not to report, he/she will be given at least four (4) hours work at his/her regular rate of pay or if no work is available, he/she will be paid the equivalent of four (4) hours at his/her regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation which is beyond the control of the Company.

#### **ARTICLE 14 – CALL-IN PAY**

- 14.01 An employee called for work outside his regular working hours shall be paid a minimum of four (4) hours at his straight time rate, provided the employee is willing to perform any work assigned to him. If overtime applies, the employee will be paid the four (4) hours at the applicable overtime rate.

#### **ARTICLE 15 – WORKPLACE HEALTH AND SAFETY**

- 15.01 The Company and the Union will meet their respective obligations pertaining to injured workers and occupational health and safety as set out in the Workplace Health and Safety Act and the Canada Labour Code, Part II.
- 15.02 The Company agrees to reimburse employees required to wear safety shoes \$150.00 per year towards the purchase of safety shoes.

The wearing of safety shoes is compulsory in all areas as designated by the Company. Employees will be required to provide a receipt in order to claim for reimbursement of the cost of safety shoes.

**ARTICLE 16 – JURY DUTY/WITNESS DUTY**

16.01 An employee shall be granted leave of absence with pay at his/her regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty/witness duty, provided that the employee shall reimburse the Company to the full amount of jury duty/witness duty pay, excluding the expense allowance received by the employee. An employee who is not required to be in attendance at court shall report for work.

Any employee called for jury duty/witness duty shall be transferred to day shift during the period he/she is required to serve.

Employees shall be required to provide proof of Jury Duty/Witness Duty on request by the Company.

**ARTICLE 17 – PLANT HOLIDAYS**

17.01 Employees in the bargaining unit will receive the holidays provided to employees of the employer as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Floater Day*
	Floater Day**

\* Company designated holiday.

\*\* Floater Day #2 – Employee's choice each calendar year.

If one of these holidays falls on an employee's day off or during an employee's vacation, that day will be granted to the employee at another time, mutually convenient to the employee and the Company.

If an employee is asked to work on one of these days, the employee will receive either:

- (a) Time and one half for all hours worked on the holiday in addition to the holiday pay; or
- (b) Regular pay for all hours worked on the holiday and another day off with pay at a mutually convenient time.

The company agrees that employees will be able to schedule a lieu day (Plant Holidays) with two (2) weeks advance notice of the request.

17.02 Any employee scheduled to work on Christmas Eve will be paid for their full shift regardless if the company ceases broadcasting that day.

- 17.03 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday, including shift premium.
- 17.04 The plant holidays listed in Article 17.01 shall be considered as time worked for the purposes of calculating overtime.

**ARTICLE 18 – VACATION WITH PAY**

- 18.01 The vacation year is based on the calendar year.
- 18.02 During the first year of employment, vacations may only be taken after six (6) months of service. If employment starts on or before the 15<sup>th</sup> of a month, one day will be credited for that month, and if the employee starts on or after the 16<sup>th</sup> of a month, there is no vacation time accredited for that month.
- 18.03 Employees are required to take their vacation in the year in which it is earned. The Company only permits carry-over into the following year upon the express written permission of the Human Resources department. Payment in lieu of vacation is not permissible.
- 18.04 Employees will not be paid in lieu of vacation unless they are owed vacation upon retirement or termination of employment.
- 18.05 Employees, who terminate their employment and have taken more vacation than actually earned in the current calendar year, will have their final pay appropriately adjusted to reflect the vacation over payment.
- 18.06 When regular full-time salaried employees take their allotted vacation time, they receive vacation pay based on their regular base earnings (not including overtime, bonuses or commissions). If an employee earns overtime, bonuses or commissions, they may be entitled to additional vacation pay, which is calculated at the end of each calendar year-end, and if applicable, is paid by the first pay in February of the next calendar year.

To determine if additional vacation pay is warranted:

The Company compares the legislated statutory minimum vacation pay entitlement (which applies to the employee's total "gross" earnings – including overtime, bonuses and commissions against the Company provided vacation pay entitlement (which applies to the employee's regular base earnings. If the statutory minimum vacation pay entitlement is higher than the Company provided entitlement, the employee will receive the difference as additional vacation pay.



18.07 Vacation entitlement for regular full-time salaried and hourly employees will be based on the following:

SERVICE	TIME OFF	VACATION PAY
6 months to 1 year	1 week	2.0%
After 1 years service	2 weeks	4.0%
After 3 years service	3 weeks	6.0%
After 6 years service	3 weeks plus 1 day	6.4%
After 7 years service	3 weeks plus 2 days	6.8%
After 8 years service	3 weeks plus 3 days	7.2%
After 9 years service	3 weeks plus 4 days	7.6%
After 10 years service	4 weeks	8.0%
After 12 years service	4 weeks plus 1 day	8.4%
After 14 years service	4 weeks plus 2 days	8.8%
After 16 years service	4 weeks plus 3 days	9.2%
After 18 years service	4 weeks plus 4 days	9.6%
After 20 years service	5 weeks	10.0%
After 21 years service	5 weeks plus 1 day	10.4%
After 22 years service	5 weeks plus 2 days	10.8%
After 23 years service	5 weeks plus 3 days	11.2%
After 24 years service	5 weeks plus 4 days	11.6%
After 25 years service	6 weeks	12.0%

18.08 Part-time and temporary employees will receive vacation pay in accordance with the provisions of the Canada Labour Code.

18.09 Requests for Vacation pay shall be made in writing on a form provided by the Company at least three (3) weeks prior to the payday immediately preceding the employee's requested vacation period. Vacation pay will be paid on the regular Company payday immediately preceding the employee's vacation. Vacation pay will be paid on eligible earnings to the payday occurring two (2) weeks prior to the payday on which vacation pay is to be paid. Vacation pay will be subject to statutory deductions and will be paid by direct deposit with the employee's regular earnings for the relevant pay period. A payout of vacation pay may be requested a maximum of two (2) times in any calendar year. Earned vacation pay to December 31 that has not been paid to the employee will be paid on the last pay day in March of the following year in which vacation pay was earned. Vacation pay requests are irrevocable.

18.10 A notice giving employees an opportunity to select their vacation period for the upcoming year will be posted by the Company from October 15<sup>th</sup> to December 15<sup>th</sup>. The vacation schedule shall be finalized by December 15<sup>th</sup>. The Company will endeavour to accommodate employees who so select, preferred vacation periods by order of seniority, in the following defined areas within the Customer Care Centre; Customer Care Associate, Resolution Associate and Customer Care Associate E-Care; and within the National Distribution Centre: Jewelry, Returns and Fulfillment and Shipping/Receiving/TSCD. The Company reserves the right to make final approval of the vacation schedule, including a plant shutdown, vacation blackout period, having consideration for operating and staffing requirements.

Employees not indicating their vacation preference by December 15<sup>th</sup>, shall be required to give two weeks notice in advance of their vacation request. The Company reserves the right to make the final approval of the vacation schedule.

Vacation will not be granted to employees during the employee's probation period as defined in Article 2.01 or to employees on a graduated or modified return to work program, unless the employee had previously scheduled and had the vacation approved.

- 18.11 Employees may schedule one (1) vacation day during each period from January to April; May to August; and September to December with a minimum of ninety (90) minutes notice prior to their shift.

Article 18.11 does not apply to employees during an employee's probation period as defined in Article 2.01 or to an employee on a graduated or modified return to work program.

- 18.12 Upon the termination or resignation of employees, vacation pay will be calculated per the vacation entitlements on year to date earnings, less any vacation pay received or time taken within the current calendar year.
- 18.13 Effective date of ratification all employees other than existing salaried employees will be classified as hourly employees. For further certainty and clarification, only those employees currently classified as salaried employees will be designated as salaried employees for the duration of this Collective Agreement. Further entitlement, if any will be negotiated at the next round of bargaining.

## **ARTICLE 19 – WAGES**

- 19.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.
- 19.02 The Company agrees that all employees shall be paid bi-weekly in accordance with the Company's regular pay schedule.

The company will provide a computer and printer in each worksite for the purpose of allowing employees to print their pay stubs.

- 19.03 (a)  
Customer Care Centre employees who commence their shifts at 11:00 a.m. or later will be eligible for a shift premium of \$1.00 per hour on Monday to Thursday and \$2.00 per hour on Friday to Sunday for all hours worked after 4:00 p.m. and of \$3.00 per hour for all hours worked after midnight.

Employees working on Saturday and Sunday shall receive a minimum shift premium of \$1.00 per hour for all hours worked. Article 19.03 does not apply to those employees who work the 40 hour Friday to Monday shift.

19.03 (b)

National Distribution Centre employees, who have a shift commencing after 2 p.m. or later, will be eligible for a shift premium of \$1.50 per hour. A shift premium of \$3.00 per hour will be paid to an employee when his/her shift commences at 11.00 p.m. or later. The above premiums are for shifts Monday to Friday.

All hours worked on a Saturday or Sunday will receive a premium of \$1.00 per hour.

There will be no pyramiding of premiums as per article 20.05.

19.04 The fact of the inclusion of wage classifications in this agreement in no way impacts on the Company's absolute right to assign work to its employees.

19.05 Employees who are temporarily transferred to another classification and actually work 4 consecutive hours or more in such classification shall receive the greater of his rate or the 1 year job rate within the classification to which he has been temporarily transferred.

19.06 Sick Days

Each full time hourly employee and full time salaried employee shall receive eight (8) paid sick days per calendar year. All sick days not taken as of December 31 of each year will be paid out on the last pay in January of the following year.

Employees who commence employment will have the Sick days prorated from date of hire for the first year of employment.

Employees are not eligible to take sick days during their probationary period.

19.07 An employee's absence will be categorized as:

- Sick – an employee is unable to attend work due to a personal illness
- Personal Responsibility Day – employee has requested and been granted this time off for personal reasons
- Vacation – employee has requested and has been granted vacation time
- Floater – employee has requested and has been granted a Floater day off
- Short Term Disability (STD) – employee has provided documented medical evidence to support absence, and such documentation has been reviewed and deemed to have supported the absence.
- Long Term Disability (LTD) – employee has an ongoing medical condition that prevents them from performing their job and has qualified for LTD benefits from our insurance carrier.
- Approved Absence Without Pay – an employee has requested in writing and received written approval for an absence of a determined time and will be returning to work at the end of absence.

Should an employee have used all of their sick, floater, vacation and personal responsibility days, and is not able to come to work for whatever reasons, this time will not be paid and the absence may be subject to discipline.

19.08 Personal Responsibility Days (PRD)

Each calendar year, all employees covered by this Agreement will receive two (2) Personal Responsibility Days.

These days are provided to accommodate personal responsibilities such as attending or taking a family member to a medical appointment, conducting personal business or providing for the care and nurturing of a family member. These days cannot be used to extend vacation or other approved leave.

The employee must contact their immediate supervisor or manager ninety (90) minutes in advance of their regular shift to advise of their absence.

In the first year of an employee's employment, Personal Responsibility Days are prorated to date of hire. Employees are not eligible to take Personal Responsibility Days while on probation.

19.09 Prorating of Sick and Personal Responsibility Days

In the first year of employment an employee's Sick Day and Personal Responsibility Day entitlement is prorated to date of hire as outlined below:

Date of Hire	Sick Days	PRD	Total
If hired prior to February 1	8	2	10
If hired prior to March 1	7	2	9
If hired prior to April 1	6	2	8
If hired prior to May 1	5	2	7
If hired prior to June 1	4	2	6
If hired prior to July 1	3	2	5
If hired prior to August 1	2	2	4
If hired prior to September 1	1	2	3
If hired prior to October 1	0	2	2
If hired prior to November 1	0	1	1

**ARTICLE 20 – HOURS OF WORK AND OVERTIME**

20.01 (a) The standard work-week for all full time employees shall be forty (40) hours.

(b) Part-time employees will be scheduled to work no less than sixteen (16) hours per week and no more than forty (40) hours per week subject to the operational requirements.

20.01 (c) Part-time employees who are enrolled in an education program shall only be scheduled to work a minimum of sixteen (16) hours per week subject to the employee's official school schedule.

20.02 The Company's present practice respecting the provision of lunch and rest breaks will continue.

If the employer refuses to allow an employee to take a lunch or rest break during a shift, and refuses to reschedule it during that shift, the employee will be remunerated for the equivalent time at the rate of 1.5 times.

20.03 All hours worked by an employee in excess of eight (8) hours in a day, or forty (40) hours in a week, will be paid at the overtime rate of one and one-half times the employees base hourly rate. Employees who are on modified hours (Return to Work Plan) will not be eligible for overtime.

20.04 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.

20.05 There shall be no pyramiding of premium rates.

20.06 Premiums:

Customer Care Associate Mentor: \$1.00 per hour

Material Handling Powered Equipment: \$1.00 per hour \*\*

\*\* Other employees will be paid a \$1.00 premium for those hours spent driving Material Handling Powered Equipment

## **ARTICLE 21 – INSURANCE-WELFARE BENEFITS AND PENSIONS**

21.00 Clothing Allowance

Each year of the Agreement, all NDC staff covered by this Agreement will receive a one time payment of \$50.00 – not taxable – which is to offset the cost of "specialized" clothing due to the non metal policy at this location.

The Clothing Allowance will be paid on the first pay of December each year.

21.01 The following benefits, in the form provided generally to Rogers' employees from time to time, will be provided to full-time employees.

Life Insurance  
AD & D  
STD – as per Article 19.06  
LTD  
Extended Health Care  
Dental  
Pension

Educational Assistance  
TSC Discount  
Employee Service Recognition Program  
Effective November 15, 2015: Add – Employee Share  
Accumulation Plan

The Company reserves the right to change the plan design and its components but will maintain the overall existing benefit level.

Within three (3) months of ratification the Company will provide the Union with a copy of the company's then current benefits handbook.

**ARTICLE 22 – TERMINATION**

- 22.01 This Agreement shall become effective on the 15<sup>th</sup> day of November, 2014 and shall continue in effect up to and including the 14<sup>th</sup> day of November, 2019.
- 22.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.
- 22.03 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Canada Labour Code until a new agreement is arrived at.

Duly Executed by the Parties hereto this day of *March 13, 2015*

**FOR THE COMPANY**

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**FOR THE UNION**

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**SCHEDULE "A"**

**WAGES AND CLASSIFICATIONS**

The minimum rate for all jobs in the bargaining unit shall be as follows effective November 15, 2014:

SECTOR	CLASSIFICATIONS	MINIMUM RATE
Customer Care Centre	Customer Care Representative	\$12.85
	Customer Care E-Care Associate	\$13.85
	Customer Care Resolution Associate	\$14.85
National Distribution Centre	Warehouse Associate	\$12.85
	Warehouse Lead Hand Associate	\$13.85
	Warehouse Power Equipment Operator	\$13.85
	Warehouse Maintenance Associate	\$18.00

Effective November 15, 2015 increase all minimum rates 1.0%

Effective November 15, 2016 increase all minimum rates 1.0%

Effective November 15, 2017 increase all minimum rates 1.0%

Effective November 15, 2018 increase all minimum rates 1.0%

**WAGE RATES**

Annual increases will be based on the employee's current rate of pay.

Effective November 15, 2014 increase all employee wages in all classifications 2.0%.

Effective November 15, 2015 increase all employee wages in all classifications 1.75%.

Effective November 15, 2016 increase all employee wages in all classifications 1.75%.

Effective November 15, 2017 increase all employee wages in all classifications 2.25%.

Effective November 15, 2018 increase all employee wages in all classifications 2.5%.