

207 employees

Unit No. 172A

COLLECTIVE AGREEMENT

BETWEEN

THE NUANCE GROUP (CANADA) INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F.L., C.I.O., C.L.C.

EFFECTIVE: APRIL 1, 2001

EXPIRY: MARCH 31, 2004

13032(01)

INDEX

ARTICLE	PAGE
Article 1 General Purpose	1
Article 2 Bargaining Unit or Scope of Agreement	1
Article 3 Recognition	1
Article 4 Relationship	2
Article 5 Check-off of Union Dues. Etc.	2
Article 6 No Strikes or Lockouts	2
Article 7 Reservation of Company Management Functions ..	3
Article 8 Negotiating Committee	3
Article 9 Union Administrative Committee and Stewards ..	4
Article 10 Grievance Procedure	5
Article 11 Arbitration	6
Article 12 Discharge Cases	7
Article 13 Seniority	7
Article 14 Lay-off and Recall Procedure	7
Article 15 Probationary Period	8
Article 16 Job Posting	9
Article 17 Pay Day	9
Article 18 Hours of Work and Overtime	9
18.07 Part-time Hours	10
Article 19 Vacations	10
Article 20 Paid Holidays	11
Article 21 Health and Welfare	12
Article 22 Minimum Allowance and Paid Parking	12
22.02 Transportation Allowance	12
Article 23 Call Back	12
Article 24 Leave of Absence	13
24.02 Pregnancy and Parental Leave	13
24.04 Leave of Absence for Union Business	17
Article 25 Bereavement Leave	17
Article 26 Greater Toronto Airport Authority	18
Article 27 Bulletin Boards and Miscellaneous	18
27.03 Uniforms	18
Article 28 Contracting Out	18
Article 29 Duration. Renewal and Termination	19
Schedule "A" Wages	20

COLLECTIVE AGREEMENT

BETWEEN

THE NUANCE GROUP (CANADA) INC.
(hereinafter referred to as the "Company")

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
Affiliated with Service Employees International Union
A.F. of L., C.I.O., C.L.C.
(hereinafter referred to as the "Company")

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Company and the classifications of employees represented by the Union.

ARTICLE 2 - BARGAINING UNIT OR SCOPE OF AGREEMENT

2.01 The Employer recognizes Service Employees International Union, Local 204, as the bargaining agent of all employees of The NUANCE Group (CANADA) Inc., in the City of Mississauga, save and except supervisors, persons above the rank of supervisor, office and clerical staff, persons regularly employed for more than 24 hours per week and students employed during the school vacation period.

2.02 The parties agree to recognize the collective agreement should it become necessary to change the name of the company.

ARTICLE 3 - RECOGNITION

3.01 The Union is hereby established as the sole collective bargaining agency for all those employees described in Article 2.01. The Company undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of the agreement.

ARTICLE 4 - RELATIONSHIP

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 5 - CHECK-OFF OF UNION DUES, ETC.

5.01 All employees covered by the certification shall pay union dues or an amount equivalent to such dues, as determined by the Union from time to time as a condition of Employment.

Probationary employees shall pay in accordance with the foregoing effective the month following their date of hire.

5.02 It is mutually agreed that arrangements will be made by the Union for a Union representative to interview each new employee in the month following completion of his probationary period for the purpose of informing such employees of the existence of the Union in the Company and the benefits accruing from membership in the Union. The Company shall advise the Union monthly as to the names of the persons listed for interview. In all cases these interviews will be held outside of working hours the duration of which shall not exceed ten (10) minutes. The Company may, if it so desires, have a representative present at any such interview.

5.03 The monies described in 5.01 shall be deducted from the first pay during each calendar month, the appropriate amount of which shall be as certified by the Service Employees International Union, Local 204. The Company shall remit the sum deducted to the Secretary-Treasurer of the local Union before the 30th day of the month, along with the names for whom such monies were deducted.

5.04 The Company will provide a list of all employees who complete their probationary period, and will request the written consent of such employees to provide home addresses and telephone numbers for the Union.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 There shall be no strikes or lockouts so long as this collective agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended from time to time.

ARTICLE 7 - RESERVATION OF COMPANY MANAGEMENT FUNCTIONS

7.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause provided that a claim of improper classification, promotion, demotion or transfer or claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- (c) Establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this agreement.
- (d) Generally to manage and operate the Company in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, including the scheduling of shifts, overtime, and vacations, the standards of performance of all employees, the extension, limitations, curtailment or cessation of operations or any part thereof including the closing of any store or part thereof or any part of the operation, and all other matters concerning the Company's operations, not otherwise specifically dealt with elsewhere in this agreement.

ARTICLE 8 - NEGOTIATING COMMITTEE

8.01 It is mutually agreed that the Union has the right to elect or otherwise select a negotiating committee consisting of four (4) representatives, one (1) of which shall be the Chief Steward. All members of the committee shall be regular employees or the Company who have completed their probationary period. The time spent negotiating the renewal or amendment to this Collective Agreement shall be paid by the Union.

ARTICLE 9 - UNION ADMINISTRATIVE COMMITTEE AND STEWARDS

- 9.01 (a) The Company will recognize a Union administrative committee which shall consist of a chief steward and three (3) stewards selected by the Union, no more than two (2) of which committee members shall meet with management at any one time.
- (b) The right of stewards to leave their work without loss of pay to investigate or adjust grievances in their own departments is granted on the following conditions:
- (i) The steward shall obtain the permission of his supervisor before leaving his work, and report to his supervisor to advise that he has returned.
- (ii) The time off shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending Grievance Step meetings and any preliminary meetings with the management. Except in the case of a discharged employee, employees having grievances shall not discuss these with the stewards in working hours.
- (iii) The Company reserves the right to limit such time if it deems the time so taken to be excessive.
- (c) A labour management committee shall meet not more often than quarterly to discuss matters of mutual concern. Each side shall have a maximum of three (3) representatives and will meet at a time and place mutually agreed upon. **An** agenda shall be provided no later than one (1) week in advance of the meeting. The Employer shall pay wages of attending employees for a maximum of two hours only. Any other costs of the meeting shall be shared equally by the parties.
- 9.02 (a) The Company and the Union agree that they mutually desire to maintain standards of safety and health in the Company in order to prevent accidents, injury and illness.
- (b) The Company agrees to accept as a member of its Accident Prevention Health and Safety Committee one (1) representative selected or appointed by the Union from among bargaining unit employees together with one (1) outside Union representative, if desired by either party.

- (c) The Company shall make and maintain reasonable provisions for the safety and health of employees during working hours.
- (d) The Union will co-operate in the enforcement of safety rules and regulations.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

10.02 It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity has been given to adjust the complaint. The Company shall keep the Union advised of the names of its sales supervisors or deputy supervisors.

10.03 **If** an employee or group of employees has an unsettled complaint it may be taken up as a grievance within five (5) full days of the events giving rise to the grievance in the following manner and sequence:

Step No. 1

By the aggrieved employee or employees who may request the assistance of his department steward, with his immediate supervisor. The grievance shall be submitted in writing to a supervisor and shop manager and Union representative immediately and a decision shall be given, by the Company, in writing within not more than three (3) full days after receipt of the written grievance. Failing satisfactory settlement then:

Step No. 2

Within three (3) full days following the decision under Step No. 1 the Union may submit the grievance to Step No. 2. A meeting will be held within three (3) days after receipt of the resubmitted written record of the grievance between a sub-committee composed of two (2) members of the Union committee and the Personnel Department or any person or persons designated by the Company, and a decision shall be given in writing within not more than three (3) days after such meeting. An official representative of the Union shall be entitled to be present at this step.

10.04 Whenever any difference arising from the interpretation, application, administration or alleged violation of this agreement including any questions as to whether a matter is arbitrable, cannot be settled within the three (3) days after it has been discussed at the meeting at Step No. 2 between the Union committee and the Company's representatives, such difference or questions may be submitted to arbitration as hereinafter provided if the request is made in writing within ten (10) days after the decision is given in Step No. 2, as set out in paragraph one.

10.05 Any grievance arising directly between the Company and the Union as to the interpretation, application, administration or alleged violation of this agreement may be submitted in writing by either party at Step No. 2 within five (5) days of events giving rise to the grievance and the procedure provided thereby shall appropriately apply to both parties.

10.06 All time limits in this collective agreement are mandatory, but the parties may in exceptional circumstances extend the time limits by mutual agreement in writing.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing to the other party to the agreement and shall contain the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall within ten (10) days thereafter notify the other party in writing of the name of its nominee to the Arbitration Board.

The two nominees shall endeavour within ten (10) days to agree upon a third member and a Chairman of the Arbitration Board and it is understood that if the two nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Ontario Labour Management Arbitration Commission.

11.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.03 Each of the parties to this agreement shall bear the fees and the expenses of their own nominee and witnesses and the fees and expenses of the Chairman shall be shared equally between the parties.

11.04 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this agreement nor shall it alter, modify or amend any part of this agreement.

11.05 The decision of the majority of the Arbitration Board shall be final and binding on both parties as well as upon all employees affected, but in the event there is no majority decision the decision of the Chairman shall then be the decision of the Board.

11.06 All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 12 - DISCHARGE CASES

12.01 A claim by a permanent employee that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Company at Step No. 2 of the Grievance Procedure within two (2) days after the employee ceases to work for the Company.

12.02 Such special grievance may be settled by confirming the Company action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by other arrangements which are just and equitable in the opinion of the conferring parties.

12.03(b) Each employee shall have the right to make an appointment at a mutually agreeable time to access her file for the purpose of reviewing her file.

ARTICLE 13 - SENIORITY

13.01 Management will provide a seniority list to the Union every six (6) months.

ARTICLE 14 - LAY-OFF AND RECALL PROCEDURE

14.01 In the event that it is necessary to lay off employees, departmental seniority shall apply. On recall, the reverse procedure shall apply, providing however, that employees remaining are qualified and capable of performing the jobs required without further training.

The departments are Sales/Delivery, and Warehouse.

14.02 Layoffs which are anticipated to exceed five (5) working days and recalls after such layoffs shall be based upon the following terms:

Departmental Seniority, skill, competence, efficiency, ability and reliability.

14.03 Seniority shall terminate and an employee shall cease to be employed by the Company when he:

- (a) Voluntarily quits his employment with the Company;
- (b) **Is** discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off work on account of illness or accident for eighteen (18) months or the length of the employees seniority whichever is shorter, or is off work for any other reason for six (6) months or the length of the employee's seniority whichever is shorter;
- (d) fails to report for work within seven (7) calendar days after being notified by the Company of recall;
- (e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Company is given;
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Company in writing;
- (g) is absent from work for two (2) consecutive days without notifying the Company.

ARTICLE 15 - PROBATIONARY PERIOD

15.01 New employees shall be on probation for a period of (3) months. The discharge of a probationary employee shall be deemed to be just cause, and there shall be no recourse to the grievance procedure.

ARTICLE 16 - JOB POSTING

16.01 When a vacancy occurs in a department, a notice will be posted on the bulletin board for three (3) days.

Employees may apply for the vacancy in question, and where the following qualifications are equal, seniority shall govern:

- (a) Skill,
- (b) Competence,
- (c) Efficiency,
- (d) Ability, and
- (e) Reliability.

It is understood that employees may apply for the same position only once in any six (6) month period, and if unsuccessful in their bid, told why they were unsuccessful. If the job is not filled in this manner, outside help may be hired.

ARTICLE 17 - PAY DAY

17.01 Wages shall be paid on Thursday and no later than Friday of every second week.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 All employees will be scheduled a maximum of five (5) days per seven (7) day pay week. Employees will be offered a minimum of sixteen (16) hours in a week. A part time employee shall declare on a monthly basis their availability. One weekend off in every four (4) shall be allowed if the employee so chooses.

The Employer is to provide at least one week's notice when there is a change in shift.

Any temporary change in shift with less than 48 hours notice will be voluntary on the part of the employee. Should the Employer require a temporary change of shift, any volunteers will be given preference. If there are no volunteers, the most junior employee shall be selected for the temporary change of shift.

Subject to supervisor approval, which will not be unreasonably withheld, employees may exchange shifts providing they give the supervisor one (1) week's notice. Schedules shall be posted with at least one-week notices.

18.02 Overtime at the rate of 1 1/2 times the hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or eighty (80) hours in each pay period.

18.03 The lunch break shall be 30 minutes unpaid.

18.04 If an employee works more than two (2) hours in excess of eight (8) hours in any shift he shall be paid \$5.00 meal allowance.

Payment is to be in cash upon the commencement of the eleventh (11th) hour of work.

18.05 There shall be one (1) twenty (20) minute coffee break per shift.

18.06 The Employer will provide product knowledge programs with pay.

18.07 Part-time Hours

Verification will be provided to the union of part-time hours worked on an individual employee basis, upon request.

18.08 Part time employees will be able to work at all terminals, they will be assigned to a home base but will get call ins from all terminals.

ARTICLE 19 - VACATIONS

19.01 Employees who have acquired one year's seniority with the Company, shall receive two weeks' vacation at a time convenient to the Company and shall receive as vacation pay an amount equivalent to 4% of gross earnings.

19.02 Employee's who have acquired five year's of seniority or more with the Company, shall receive three (3) weeks vacation at a time or times convenient to the Company and shall receive as vacation pay, an amount equivalent to 6% of gross earnings.

19.03 Vacation preference shall be made, in writing, by April 30 and vacation schedules posted by May 15 of each year. All vacation periods will be arranged with the Personnel Department,

with consideration being given to the employee's wishes on a departmental seniority basis. Any other requests shall be on a first come, first served basis.

19.04 Vacation pay will be paid the same time as the regular pay.

ARTICLE 20 - PAID HOLIDAYS

20.01 The recognized Holidays, with pay, for this agreement shall be:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Day	

In order to be entitled to payment for a holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day following the holiday, provided that the employee who fails to **so** work due to lay-off, or illness which is verified to the satisfaction of the company, shall not thereby be disqualified from receiving holiday pay, provided he has worked on one or more of the five (5) working days prior to the holiday and returns to work on any of the five (5) working days following the holiday.

If an employee is off work and is compensated in any way for the day of the holiday, he shall not receive holiday pay hereunder.

20.02 Employees who are required to work on any of the Statutory holidays listed in 20.01 will be paid double time and one-half (2 1/2) their regular rate of pay for time worked on such holidays.

Holiday pay shall be considered to be the equivalent of an average days pay of two (2) previous pay periods.

20.03 The Employees shall be given Christmas Eve. Christmas day and boxing day off or New Years eve and New Years day. Employees shall not be required to work both.

20.04 After one year of service an employee will be given one (1) float holiday to be taken at a time mutually agreeable to the employee and employer. Agreement shall not be unreasonably withheld but the float holiday cannot be taken during a peak travel period.

ARTICLE 21 - HEALTH AND WELFARE

21.01 Employees that have completed one year of service shall be entitled to the benefit package at the current benefit.

The company will continue its current dollar contribution per employee towards the premiums for benefits. The company endeavours to provide a comparable plan. The Employer will provide the employees and the Union with updated benefit brochures, as benefit changes occur.

21.02 A short-term sick plan providing three days after 1 year of service. Sick pay will be the average pay per shift of the last two pay periods.

Sick days will not be carried over from year to year and there is no buy out of **sick** days.

ARTICLE 22 - MINIMUM ALLOWANCES AND PAID PARKING

22.01 Employees who are scheduled to and report to work for any shift will be guaranteed at least four 4 hours of work or if no work is available, will be paid at least four hours. This does not apply in case of any labour dispute or conditions beyond the control of the Company.

22.02 Transportation Allowance

The employer will pay fifteen dollars (15.00) per month to all employees.

ARTICLE 23 - CALL BACK

23.01 When employees are called back to work after leaving the Company premises upon completion of their shift, such employees will receive a minimum of three (3) hours pay. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 The Company may grant leave of absence without pay to any employee for valid personal reasons including sickness and accident. The application for such personal leave must be in writing and the Company must inform the employee in writing of its decision regarding the request.

24.02 Pregnancy and Parental leave

- (a) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (b) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (c) The employee must give the employer,
 - (i) at least two weeks written notice of the date the leave is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner stating the expected birth date.
- (d) 24.02(c) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

An employee described in 24.02(d) must, within two weeks of stopping work, give the employer:

- (a) written notice of the date the pregnancy leave began or **is** to begin; and
- (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or

(ii) in any other case, states the date **of** the birth, still-birth or miscarriage and the date the employee was expected to give birth.

- (e) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (f) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (e) or (f) if the employee gives the employer at least four weeks written notice of that day.

- (g) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent **of** a child is entitled to a parental leave of absence without pay following,
 - (a) the birth of the child; **or**
 - (b) the coming **of** the child into the custody, care and control **of** a parent for the first time.
- (h) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (i) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (j) The employee must give the employer at least two weeks written notice of date the leave is to begin.
- (k) The parental leave of an employee begins on the day the employee stops working.

- (l) An employee described in subsection (k) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
- (m) Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.
- (n) An employee who has given notice to begin pregnancy leave or parental leave may change the notice.
 - (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (o) **An** employee who has given notice to end leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.
- (p) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (o) that is related to his or her employment unless he or she elects in writing not to do so.
- (q) For the purpose of subsection (p) the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefits plans that are prescribed.
- (r) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (q) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

- (s) The period of an employee's pregnancy leave or parental leave is included in any calculation of his or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.
- (t) The period **of** an employee's pregnancy leave or parental leave **is** not included when determining whether the employee has completed any probationary period of employment.
- (u) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- (v) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.
- (w) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
 - (a) the wages the employee was most recently paid by the employer; or
 - (b) the wages that the employee would be earning had the employee worked throughout the leave.
- (x) **An** employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.
- (y) Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer **shall** take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.

24.04 Leave of Absence for Union Business

- (a) The Company shall grant leave of absence to employees to attend Union conventions, seminars, education classes or other Union business where such leave of absence is reasonable having regard to the requirements for proper operation of the Company. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than two (2) employees at one time, and that the Union shall be responsible for the payment of wages during the time of absence.
- (b) Upon application by the Union, in writing, the Company will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable premiums in which the employee is participating during such leave of absence.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 In the event of a death of a member of an employee's family (family to be limited to wife, husband, child, mother, father, brother or sister) the employee may request bereavement leave and shall be granted up to four (4) days paid leave of absence.

Bereavement leave shall not be more than four (4) consecutive calendar days immediately following the date of death and the employee shall be paid for shifts which he is scheduled to work on those four (4) days.

25.02 In the event of a death of an employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent, the employee shall be granted one (1) day leave of absence without **loss** of pay to attend the funeral.

ARTICLE 26 - GREATER TORONTO AIRPORT AUTHORITY

26.01 The Union recognizes that the Company operates at Lester B. Pearson International Airport under the general jurisdiction of GTAA, and that the Company is obliged to adhere to all changes to rules and regulations as specified by the GTAA.

The Union recognizes that **all** articles in this Agreement are therefore subject to change in accordance with GTAA decisions. The Company recognizes the right of the Union to make its own reference to the GTAA on such matters.

ARTICLE 27 - BULLETIN BOARDS AND MISCELLANEOUS

27.01 The Employer will provide the Union with adequate bulletin boards visible to all employees for the purpose of posting Union notices. No notice will be posted on such boards without the approval of the Union President or designate.

27.02 Vacuums will be supplied in each shop.

27.03 Uniforms

The employer will supply and replace uniforms as needed, including safety shoes/boots to employees. Uniforms must be maintained by the employee. Uniform coat/cape will be provided to go to the gate. Appropriate boots may be worn to the gate. Shop coats will be made available for stocking.

27.04 Employer is to provide locker space.

ARTICLE 28 - CONTRACTING OUT

28.01 The Employer will not contract out sales and delivery work if as a result of such contracting out a lay-off of any employee results.

ARTICLE 29 - DURATION, RENEWAL AND TERMINATION

29.01 This agreement shall continue in effect until March 31, 2004 and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other, in writing, within ninety (90) days next preceding the expiry date that it desires to amend or terminate this agreement.

29.02 In the event of such notification being given as to amendment of the agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed to following such notification.

29.03 If, pursuant to such negotiations an agreement on the renewal or amendment of this agreement *is* not reached prior to the current expiration date, this agreement shall automatically be extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act of the Province of Ontario.

DATED AT TORONTO, THIS *29th* DAY OF *July* 2002

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 204

THE NUANCE GROUP (CANADA) INC.

K. Chrysler

Paul Johnson

S. Brye

S. Brye, GM
K. Kendall

K. Kendall, Corporate Secretary

KC/RB

22

SCHEDULE "A" - WAGES

April 1, 2001

	Start	After 1248 Hrs.	After 1848 Hrs.	After 2496 Hrs.
Sales and Delivery/ Warehouse	\$10.00	\$11.00	\$11.25	\$13.76

April 1, 2002

	Start	After 1248 Hrs.	After 1848 Hrs.	After 2496 Hrs.
Sales and Delivery/ Warehouse	\$10.25	\$11.15	\$11.50	\$14.01

April 1, 2003

	Start	After 1248 Hrs.	After 1848 Hrs.	After 2496 Hrs.
Sales and Delivery/ Warehouse	\$10.45	\$11.35	\$11.70	\$14.31

Miscellaneous

1. The employer shall not require part-time employees to be keyholders.