

# **COLLECTIVE AGREEMENT**

between



**RELIANCE COMFORT LIMITED  
PARTNERSHIP**

**OSHAWA CALL CENTRE**

and



**unifor**

**Local1999**

**January 1, 2017 through December 31, 2019**

(June 8, 2018 / 13:54:05)

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THIS AGREEMENT  
entered into the 21<sup>st</sup> day of February, 2017.

BETWEEN:

**RELIANCE COMFORT LIMITED PARTNERSHIP**  
**Oshawa Call Centre**  
(hereinafter referred to as the “Company”)  
OF THE FIRST PART

and

**UNIFOR, LOCAL 1999**  
(hereinafter referred to as the “Union”)  
OF THE SECOND PART

(June 8, 2018 / 13:54:05)

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**ARTICLE INDEX**

<b>Article</b>	<b>Subject</b>	<b>Page</b>
Article 1	.....Purpose.....	1
Article 2	.....Recognition.....	1
Article 3	.....No Discrimination.....	3
Article 4	.....Union Security.....	3
Article 5	.....Management Rights.....	4
Article 6	.....Representation.....	5
Article 7	.....Grievance Procedure.....	6
Article 8	.....Arbitration.....	8
Article 9	.....Strikes And Lockouts.....	9
Article 10	.....Seniority.....	10
Article 11	.....Job Posting.....	13
Article 12	.....Leaves Of Absence.....	14
Article 13	.....Hours Of Work And Overtime.....	16
Article 14	.....Paid Holidays.....	18
Article 15	.....Vacations.....	20
Article 16	.....Personal Paid Days.....	21
Article 17	.....Sick Pay Plan / Short Term Disability.....	22
Article 18	.....Employee Benefits and Pension Plan.....	23
Article 19	.....Wages.....	24
Article 20	.....Health & Safety.....	24
Article 21	.....Collective Agreement.....	25
Article 22	.....Duration.....	25
<b>Schedules</b>		
Schedule A	.....Job Classifications and Rates of Pay.....	26
Schedule B	.....Performance Bonus Program.....	30
<b>Letters of Understanding</b>		
#1	.....Absenteeism Administration.....	31
#2	.....Workforce Adjustments.....	32
#3	.....Training Multi-Skilled Agents.....	33
#4	.....Continuous Part-Time Employees.....	34
#5	.....Banking of Overtime Hours.....	36
#6	.....Disciplinary Records.....	37
#7	.....Job Postings (Article 11).....	38
#8	.....Work From Home Pilot.....	39

(June 8, 2018 / 13:54:06)

|108452-1\_RelianceLP\_Unifor1999\_p06.pdf |

**ARTICLE 1  
PURPOSE**

- 1.01 The purpose of this agreement is to provide orderly collective bargaining relations, to secure prompt and fair disposition of grievances, to ensure a high level of customer service, to provide the Company with the flexibility necessary to operate the business efficiently and profitably without interruption of work and to provide fair compensation, hours and working conditions for the Employees. It is recognized by this agreement to be the desire of the Company, the Union and the Employees to co-operate fully, individually and collectively for the advancement of these conditions.
- 1.02 The term day(s), unless specifically stated otherwise, shall mean calendar days.

**ARTICLE 2  
RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for a separate bargaining unit of all Employees of Reliance Comfort Limited Partnership working at the Call Centre located at 2 Simcoe Street South in the City of Oshawa, Ontario hired prior to April 2, 2014, save and except Supervisor, persons above the rank of Supervisor, confidential administrative personnel, and Temporary Employees. In the event all or a substantial portion of the Call Centre operations relocates within the City of Oshawa, this Collective Agreement will extend to those operations.
- 2.02 “Temporary Employees” shall mean those Employees hired to replace Employees absent due to illness, accident, vacation or leave of absence or hired to perform work on projects or assignments of limited

duration. The employment of a Temporary Employee shall be limited to a period of one hundred and eighty (180) calendar days in any twelve (12) month period, commencing from the date of hire or commencement of employment in such period. The Company will notify the Union in writing when a Temporary Employee is to be employed, together with the expected duration of the assignment.

The Company will notify the Union in writing when a bargaining unit Employee is assigned to special projects outside the Oshawa Call Centre.

- 2.03 Continuous Part-Time (CPT) Employees shall mean those employees normally working twenty-four (24) hours per week or less except when replacing absent employees.
- 2.04 It is agreed that Employees of the Oshawa Call Centre not covered by the scope of this Collective Agreement shall not perform work normally performed by the Employees within the bargaining unit except during an emergency or for training purposes.
- 2.05 **Students:**

The objective of this program is to afford an employment opportunity for the sons and daughters of Employees and Retirees of the Company who are currently attending university or college full time and who will be returning to full time attendance at university or college in the Fall.

Students hired for summer employment during the period April 1 to September 30 shall be paid the student rate as provided in Schedule "A".

Co-op students must be in a registered Co-op program and must be returning to their studies at the end of the co-op term. Co-op students will be paid at the student rate as provided in Schedule "A".



All students hired shall pay Union dues in accordance with the provisions of Article 4, Section 4.01 based on hours worked, but no other provisions of this agreement shall apply.

All students will be laid off prior to regular Employees.

### **ARTICLE 3 NO DISCRIMINATION**

- 3.01 The Company and the Union agree to observe and abide by the provisions of the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 as amended. In particular, the Company and the Union agree that there shall be no discrimination in the administration of the provisions of this agreement including the promotion, transfer, training, layoff, discharge or discipline of Employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap as defined under the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 as amended.

### **ARTICLE 4 UNION SECURITY**

- 4.01 The Company shall deduct the regular dues of the Union from each bi-weekly pay of all Employees, commencing with an Employee's first full week of work following their start of employment, and shall remit deductions to the Union not later than the 10th day of each month. The remittance shall be accompanied by a list of those Employees from whom such deductions have been made and the Employees' classifications.
- 4.02 The Company agrees to deduct from the wages of all Employees covered by this agreement, and dur-

ing the period of the agreement, the amount of Union dues for general Union purposes as designated by the Union.

- 4.03 The parties agree that all bargaining unit Employees shall become and remain members of the Union as a condition of continued employment.

## **ARTICLE 5 MANAGEMENT RIGHTS**

- 5.01 The management of the business and its operations and the direction of the Employees are fixed exclusively in the Company and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline, efficiency, to make, alter and enforce rules and regulations, policies and practices to be observed by its Employees, and to discipline or discharge Employees, provided that non-probationary Employees may only be disciplined or discharged for just cause;
  - (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay off, or recall;
  - (c) determine the location of operations, the schedules of operations, the number of shifts; determine the methods of providing services, determine job content, new job classifications and their rates of pay, quality and quantity requirements, the qualifications of an employee to perform any particular job; equipment used, to change or discontinue existing products, services or processes; and when overtime shall be worked.
- 5.02 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.

**ARTICLE 6**  
**REPRESENTATION**

- 6.01 The Company acknowledges the right of the Union to appoint, elect or otherwise select non-probationary Employees to represent the Union as Shop Stewards for the purpose of representing Employees in the handling of complaints and grievances.
- 6.02 The Company shall be notified in writing by the Union of the names of the Union Stewards and the Company shall not be required to recognize any Union Steward until it has been so notified.
- 6.03 The Union acknowledges that Union Stewards have regular duties to perform as Employees of the Company and therefore will not leave their regular duties to perform Union-related tasks without first obtaining permission from their immediate Supervisor, or in his/her absence, the permission of the Manager or his/her delegate. Such permission will not be unreasonably withheld. The Stewards shall not lose pay for time spent in the workplace during their regular scheduled working hours assisting in the presentation of any grievances that may arise.
- 6.04 The Company will recognize a negotiating committee of no more than three (3) Employees from the bargaining unit plus the Union's National Representative, and a designated representative of Local 1999.
- 6.05 The Company agrees to provide a bulletin board, installed at a mutually acceptable location, for the purpose of posting seniority lists and notices of Union business. All such notices must be signed by a recognized representative of the Union, copies of which will be provided to the Company twenty-four (24) hours prior to posting.

- 6.06 An accredited representative of Unifor shall be entitled to participate in meetings between the Company and the Union, when so requested by the Local, provided at least forty-eight (48) hours prior notice has been given to Management.
- 6.07 A Union Steward shall be present when any disciplinary action is taken against an Employee, whether it be verbal or written warning, suspension or discharge. However, when the situation warrants immediate action and a Union Steward is not available, the Company reserves the right to discharge or suspend an Employee without a Union Steward being present.
- 6.08 When an Employee serves as a negotiating committee person during his/her normally scheduled working hours he/she will not suffer loss of pay at his/her regular rate for all such hours while attending negotiation meetings and the first two scheduled conciliation meetings.
- 6.09 An accredited representative of Unifor shall not enter the Company's premises without the Company's consent. This consent will not be unreasonably withheld.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

- 7.01 The purpose of this Article is to establish a procedure for the orderly settlement of grievances. A grievance shall be considered to exist when it is alleged that there is a violation of this agreement arising from the interpretation, application or failure to comply with the terms thereof. It shall be optional with the Company or the Union to consider any grievance, the alleged circumstances of which occurred more than ten (10) days prior to its written presentation. When a grievance arises, an earnest effort shall be made to settle it by the Company, the Employee concerned,

and the Union, and it shall be handled in the steps as hereinafter provided.

7.02 **Step 1**

Any Employee who has a grievance shall present the grievance verbally to their immediate Supervisor and will be accompanied by a Union Steward. The Supervisor shall state his/her decision verbally within five (5) days of such meeting. If this verbal decision does not satisfactorily adjust the grievance, it may be appealed to Step 2 following.

**Step 2**

Notice of appeal must be made within nine (9) days of the verbal decision, in writing, in triplicate, on forms supplied by the Union, and signed by the aggrieved Employee and the Union Steward. It shall be appropriately dated showing the date of the grievance, particulars of the incident giving rise to the grievance, the Article and Section of the Collective Agreement alleged to have been violated, the date of the submission, as well as the corrective action requested of the Company, and shall be presented to a more senior member of Management designated to handle Step 2. Within seven (7) days of receipt of the appeal or within any agreed upon extension, Management designated to handle Step 2 will meet with the grievor and the Union Steward in an attempt to resolve the grievance. A written decision shall be given by Management designated to handle Step 2 within seven (7) days of the date of such meeting. If this written decision does not satisfactorily adjust the grievance, it may be appealed to Step 3 following.

**Step 3**

Notice of appeal must be given in writing by dating and signing the grievance forms within twelve (12)

days from the written decision of Management or their designate, to the designated Human Resources representative, setting forth the areas or points of disagreement with the Step 2 written decision. The designated Human Resources representative will arrange to meet with a more senior member(s) of Management and the Union's designated representatives, within nine (9) days or a time mutually agreed upon to discuss the grievance. Management will render its decision in writing within nine (9) days from the date of such meeting to the Union. If the Management's decision does not bring about a satisfactory settlement, the Union may refer the matter to arbitration as provided for in Article 8 within twelve (12) days.

- 7.03 In the event of a policy grievance or should an Employee claim that he/she has been unjustly discharged and wishes to seek redress under the grievance procedure, he/she must present such grievance, in writing, within seven (7) days of the alleged violation and may do so at Step 3 of the grievance procedure.
- 7.04 An Employee and/or Union Steward shall obtain the permission of Management before interrupting or leaving his/her work to deal with a grievance. Permission will not be arbitrarily or unreasonably withheld.

## **ARTICLE 8 ARBITRATION**

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may, after exhausting any grievance procedure established by this agreement, notify the other in writing of

its desire to submit the difference or allegation to arbitration before an arbitrator agreed upon by the parties.

- 8.02 The arbitrator shall not have power to alter or change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 8.03 Where a grievance resulting from a discharge or suspension which is filed under Article 7 is not settled and duly comes before an arbitrator, the arbitrator may make a ruling:
- (a) confirming the Company's action;
  - (b) reinstating the Employee with compensation for regular time lost (except for the amount of any remuneration or compensation the Employee has received from any other source pending the disposition of his/her case); or
  - (c) disposing of the grievance in any other manner which may be deemed by the Board to be just and equitable.
- 8.04 The fees and expenses of the arbitrator shall be paid half each by the Company and the Union.

## **ARTICLE 9 STRIKES AND LOCKOUTS**

- 9.01 There shall be no strikes or lockouts during the term of this agreement. "strikes" and "lockouts" shall be as defined in the *Labour Relations Act, 1995*, as amended.
- 9.02 It is agreed that the Union and the Employees will not hold unauthorized meetings at any time at the workplace of the Company.

**ARTICLE 10**  
**SENIORITY**

- 10.01 The Company shall prepare and post a seniority list in a conspicuous place, showing the names, classifications and seniority dates of Employees who have completed the probationary period. A revised list shall be posted on January 31st and July 31st each year.
- 10.02 (a) New Employees will be considered probationary employees for the first six (6) months of their employment. Following the completion of the probationary period, an Employee shall have his/her name placed on a seniority list and he/she shall have seniority calculated from the date of commencement of employment in the bargaining unit.
- (b) The Company will allow a designated representative of the Union up to one-half ( $\frac{1}{2}$ ) hour for the purpose of conducting the Unifor New Members' Orientation Program with new permanent employees. Such meetings will be conducted during the probationary period and will be held on Company premises without loss of pay. Orientation Program meetings will be scheduled by Management and a Management representative may attend as an observer.
- 10.03 For purposes of determining seniority for existing Employees, the date of hire will be used. Accumulation of seniority will be based on the length of time an Employee is in the bargaining unit.
- 10.04 An Employee who accepts a transfer or promotion out of the bargaining unit shall retain any seniority acquired to the date of such appointment but will not continue to accrue seniority. However, such seniority



shall be lost if the Employee does not return to the bargaining unit within six (6) months from the date of such appointment.

- 10.05 It shall be the responsibility of each Employee to notify the Company promptly in writing of any change of address or telephone number. Failure to do so, alleviates the Company from any responsibility for failure of any notice to reach such an Employee.
- 10.06 An Employee's seniority and employment shall be deemed to have terminated if he/she:
- (a) voluntarily terminates his/her employment or retires;
  - (b) is discharged for just cause, and not subsequently reinstated;
  - (c) fails to report for work or notify his/her Manager or Supervisor of his/her intention to return to work within the ten (10) working days after being recalled by registered letter from the Company following a layoff; or fails to report for work on the date and at the time specified in the notice;
  - (d) fails to return to work on the date agreed upon after the completion of a leave of absence notifying his/her immediate Supervisor and providing an explanation acceptable in the opinion of the Company;
  - (e) is absent without permission for a period of two (2) days without notifying his/her immediate Manager and providing an explanation acceptable to the Company; or
  - (f) has been on layoff continuously for a period of twelve (12) months; or

- (g) is in receipt of Long Term Disability benefits beyond twenty-four (24) months, having given consideration to Ontario Human Rights legislation. Beyond this period of time, insured benefits shall cease but entitlement to Long Term Disability benefits will be based on the provision of further medical information as requested by the insurer to support an ongoing claim. Existing Employees in receipt of Long Term Disability benefits will not be affected by the introduction of this change.
- 10.07 In cases of layoff, the least senior Employee in the bargaining unit will be the first to be laid off provided there are available senior Employees who are sufficiently qualified, meet performance standards, and are willing and able to perform the work required. In the case of recall from layoff, the Employee with the greatest seniority, who meets performance standards, and who has the knowledge, skill, ability, and training to perform the normal required work will be the first to be recalled from layoff. For the purpose of this Article, a layoff means a layoff of more than five (5) working days.
- 10.08 In no event will the Company layoff seniority Employees while there are Temporary and/or Probationary Employees.
- 10.09 Seven (7) days prior to a layoff a list of Employees affected shall be given to the Union, and at that time, the Company will discuss the reason for the layoff with the Union. However, if the layoff is due to unforeseen circumstances, Employees shall receive up to a maximum of two (2) days' pay in lieu of notice.
- 10.10 Full time and Continuous Part-Time Employees will be combined into one seniority list.

## **ARTICLE 11 JOB POSTING**

- 11.01 When a vacancy in the bargaining unit occurs and the Company decides to seek a replacement Employee, or where there is a newly created position, the vacancy shall be posted for six (6) days on Company bulletin boards accessible to all Employees affected. Such bulletins will show the job title, qualifications required, rate of pay, normal work schedule, number of positions vacant and the designated management to whom the application will be directed. Copies of such bulletins shall be forwarded to the Union.
- 11.02 Any Employee desiring to fill such a vacancy shall, within the six (6) day posting period, forward his/her application to the designated management on forms provided by the Company.
- 11.03 An Employee who bids on a job vacancy and is the successful applicant need not be considered on a subsequent job vacancy for a period of six (6) months from being named as the successful applicant except by mutual consent of the Company and the Union.
- 11.04 In the filling of vacancies within the bargaining unit, an Employee with the greatest seniority shall be given preference, provided he/she has the necessary qualifications, skills and ability.
- 11.05 The Company specifically reserves the right to:
- (a) fill the permanent vacancy with a temporary Employee during the job posting procedure;
  - (b) hire a new Employee to fill the vacancy:
    - (i) if no applications are received within the period set out above; or
    - (ii) if the Employees who submitted applications within the period set out above are not suffi-

ciently skilled, qualified and able to perform the work in the judgement of the Company.

- 11.06 Subject to the Company's existing job selection criteria, Data Entry Employees bidding on Customer Care Representative vacancies, shall be deemed to have the same skills and qualifications as a Customer Care Representative.
- 11.07 All employees filling a permanent vacancy shall be subject to a ninety (90) calendar day assessment period. Employees not meeting the minimum performance requirements of the new position shall be reverted back to their original position without loss of seniority, status and wage rate. If the original position has been filled, the reverting employee will displace the most junior employee in the original position.

## **ARTICLE 12 LEAVES OF ABSENCE**

### **General Leave of Absence**

- 12.01 The Company may, at its discretion, grant an unpaid leave of absence provided that the Employee has successfully completed the probationary period. The Employee's request must be made in writing and indicate the reason for, and length of the leave requested. All requests must be submitted to the responsible Manager not less than fourteen (14) days in advance of the requested date of commencement of this leave. No leave for a period of greater than thirty (30) days will be granted by the Company and only one leave shall be granted in any calendar year. Emergency requests will be considered.

### **Bereavement**

- 12.02 (a) In the event a seniority Employee shall suffer death of his/her immediate family, (parent,

spouse's parent, spouse, children, brothers, sisters, grandchildren) he/she shall be granted a leave of absence extending from the date of death to and including the date of the service. Such Employees shall be paid for each regularly scheduled day of work that occurs during such leave, subject to a maximum payment of three (3) days, provided the Employee attends the service. At the request of the Employee, such leave of absence may be extended without pay, to a maximum of fourteen (14) calendar days in total.

- (b) In the event of the death of a seniority Employee's grandparent, spouse's grandparent, sister-in-law, brother-in-law, aunt or uncle, the Employee shall be granted a leave of absence with pay for one (1) day, if required, to attend the service.

### **Jury Duty**

12.03 If an Employee is required to serve on a jury, he/she will be compensated the difference between the fee paid as a juror and the amount of pay lost for the hours he/she was scheduled to work but could not work because he/she was required to attend court, provided that he/she:

- (a) has successfully completed the probationary period;
- (b) notifies his/her Manager as soon as he/she becomes aware of the requirement to serve as a juror and provides the Jury Notice; and,
- (c) presents an itemized statement from the appropriate court official indicating the dates, time of service, and fees paid on each date.

The Employee is required to report to work, if scheduled, for any time that he/she is not actually required for jury duty.

**Pregnancy and Parental Leave**

12.04 The Company will abide by the provisions of the *Employment Standards Act*, S.O., 2000, as amended, for pregnancy and parental leave.

**Union Leave**

12.05 (a) Employees elected as officers of the Local or designated by the President of the Local to attend to authorized Union business will be granted leave of absence without pay provided that, in the opinion of Management, Company operating conditions permit.

(b) All such leaves of absence shall be requested by written notice to the Company at least three (3) days prior to the commencement of the period of leave.

**Emergency Leave**

12.06 The Company will abide by the provisions of the *Employment Standards Act*, S.O., 2000, as amended, relating to Emergency Leaves. Such days will not be counted against eligibility for performance bonus payments.

**ARTICLE 13  
HOURS OF WORK AND OVERTIME**

13.01 The following paragraphs and sections are intended to define the normal hours of work and nothing herein shall be construed as a guarantee of hours of work per day or week or days of work per week.

13.02 The parties agree that the nature of the Company's business requires flexible and varying hours of work.

13.03 The Company will post a shift bid by job classification up to five (5) times per year. Shifts will be select-

- ed in accordance with Company seniority of those Employees within each job classification. There will be separate shift bids for Continuous Part-Time Employees by department within each job classification.
- 13.04 If new shifts are introduced, the Company will provide both the affected Employees and the Union with two (2) weeks prior notice and with an explanation of the change.
  - 13.05 One and one-half (1½) times a full time Employee's regular hourly base rate of pay shall be paid for all hours paid in excess of forty (40) hours per week. The work week shall be deemed to begin at 12:00 o'clock midnight Saturday.
  - 13.06 Only actual hours paid will be included in the Employee's total weekly hours for the purposes of calculating overtime. For clarity, recognized holidays, vacation, PPD's, bereavement and Sick Paid Days will be counted for purposes of calculating overtime, but Short Term Disability, Long Term Disability and WSIB will be excluded.
  - 13.07 Overtime will be distributed on a rotational basis, skills and qualifications being sufficient. Where Employees choose not to work overtime, the Company reserves the right to assign overtime in reverse order of seniority.
  - 13.08 Employees who mutually agree to switch shifts will be allowed to do so from time to time provided they have received prior authorization from their Supervisor.
  - 13.09 Full time and Continuous Part-Time Employees working scheduled shifts in excess of six and one half (6½) hours will be entitled to two (2) fifteen (15) minute paid breaks in addition to a one half (½) hour unpaid lunch break.

- 13.10 Full time and Continuous Part-Time Employees working scheduled shifts of six and one half (6½) hours will be entitled to one (1) fifteen (15) minute paid break in addition to a one half (½) hour unpaid lunch break.
- 13.11 Continuous Part-Time Employees working less than five (5) hours per day will be entitled to one (1) fifteen (15) minute paid break.
- 13.12 Overtime rates for Continuous Part-Time Employees will be paid at a rate of one and one half (1½) times the Continuous Part-Time Employee's regular hourly rate of pay for all hours paid in excess of twenty-four (24) hours per week, except where a Continuous Part-Time Employee is acting as a replacement in which case they shall receive overtime after forty (40) hours per week.

**ARTICLE 14  
PAID HOLIDAYS**

- 14.01 The following shall be recognized as Company holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve (½ day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

The Christmas Eve ½ day will only be recognized when it coincides with an employee's scheduled shift and shall be observed on either the earlier or latter half of the Employee's scheduled shift. Scheduling would be based on seniority and meeting operational requirements.

Eligibility for the above holidays and payment for the holidays will be in accordance with this Article.



- 14.02 Employees who qualify for holiday pay under Article 14.04, and who do not work on the holiday, will receive holiday pay equal to their normal shift hours at their base rate of pay.
- 14.03 If an Employee works on one of the above-named statutory holidays, he/she shall receive payment of one and one-half (1½) his/her regular hourly rate for the hours actually worked on such day in addition to pay he/she may be entitled to under Articles 14.02 and 14.04.
- 14.04 Notwithstanding any other provision of this agreement, an Employee will only be paid for a designated public holiday as defined by the *Employment Standards Act*, S.O., 2000, as amended, if the Employee:
- (a) works his/her last full scheduled shift before and after the holiday unless he/she is on an authorized absence;
  - (b) works on the holiday if he/she is scheduled to do so;
- 14.05 If any of the above holidays are observed during an Employee's vacation, he/she shall be given a day's pay, calculated in accordance with Article 14.02, provided he/she qualifies for pay under Article 14.04. In addition, the Employee will receive a day off with pay which will be taken at a time mutually agreeable between the Company and the Employee, but in any event, such lieu day(s) shall be taken within three (3) months following the month in which the day was granted and no later than the end of the calendar year in which the time was earned.
- 14.06 Continuous Part-Time Employees will be provided Paid Holidays in accordance with the regulations of the *Employment Standards Act*, S.O., 2000, as amended.

**ARTICLE 15  
VACATIONS**

15.01 The vacation entitlement is as follows:

<b><u>If your service is:</u></b>	<b><u>Your vacation entitlement is:</u></b>
Less than one (1) year	vacation pay equal to four percent (4%) of gross earnings from the Company
One (1) year but less than five (5) years	two (2) weeks vacation – vacation pay equal to four percent (4%) of gross earnings from the Company
Five (5) years but less than ten (10) years	three (3) weeks vacation – vacation pay equal to six percent (6%) of gross earnings from the Company
Ten (10) years or more	four (4) weeks vacation – vacation pay equal to eight percent (8%) of gross earnings from the Company

15.02 The vacation schedule shall be arranged by and is subject to management approval and shall be arranged with due regard first, to the general operating requirements, second, to departmental operating requirements, and third, to the Employees' preference. It is recognised that seniority cannot be used as a preference for more than one (1) week during any prime vacation time. Certain periods of the year may be designated by the Company as being unavailable or restricted for vacation.

Every effort will be made to post the approved schedules no later than April 30th in each respective calendar year and management will ensure that Employees are granted vacations in accordance with the approved vacation schedule.

15.03 A vacation year begins January 1 of one year and ends December 31 of the same year.

- 15.04 Vacation may not be taken until it is fully earned.
- 15.05 An Employee who has ceased to be employed by the Company before receiving his/her vacation pursuant to the provisions of this Article shall receive vacation pay in accordance with the provisions of the *Employment Standards Act, S.O., 2000*, as amended.
- 15.06 Vacation pay received in one year will not be included in the Employee's gross earnings from the Company for purposes of calculating vacation pay in the following year.

**ARTICLE 16**  
**PERSONAL PAID DAYS**

- 16.01 Employees who have completed one (1) continuous year of service shall be entitled to a maximum of thirty-seven and one half (37½) hours. Qualified employees will become eligible for five (5) personal paid days on January 1st of each year. Such hours shall be accumulated on the basis of three point seven five (3.75) hours per month of active service and must be taken within the calendar year in which they were earned, or are otherwise forfeited. Scheduling of Personal Paid Days will be by mutual agreement between the Company and the Employee and scheduled on either full or half day increments with pay based on their normally scheduled shift.
- 16.02 Continuous Part-Time Employees who have completed one (1) continuous year of service shall be entitled to Personal Paid Days based on an annual maximum of twenty-four (24) hours. Such hours shall be accumulated on the basis of two point four (2.4) hours per month of active service and must be taken within the calendar year in which they were earned, or are otherwise forfeited. Scheduling of Personal Paid Days will be by mutual agreement between the

Company and the Employee and scheduled on either full or half day increments with pay based on their normally scheduled shift.

**ARTICLE 17**  
**SICK PAY PLAN**

- 17.01 A Company Sick Pay Plan will be provided for the term of this Collective Agreement. Upon an Employee completing a six (6) month probationary period, such Employee will receive an entitlement to three and three-quarters ( $3\frac{3}{4}$ ) hours for each month of service to an annual maximum of forty-five (45) hours. Such sick time may accumulate to maximum of three hundred (300) hours.
- 17.02 Upon a Continuous Part-Time (CPT) Employee completing a six (6) month probationary period, such CPT Employee will receive an entitlement to two point four (2.4) hours for each month of service to an annual maximum of twenty-eight point eight (28.8) hours. Such sick time may accumulate to maximum of one hundred and ninety-two (192) hours.
- 17.03 Accumulated Sick Pay Plan time may be used for illnesses and/or non-occupational accidents resulting in absences from work.

Accumulated Sick Pay time may also be used by Employees, who qualify for Short Term Disability benefits as described in Article 17.04, to top up their sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) benefit to full wages. Such top up will continue for the full STD benefit period provided sufficient time has been accumulated.

**Short Term Disability**

- 17.04 When an illness and/or non-occupational accident results in an absence from work in excess of six (6)

working days, and upon provision of appropriate medical documentation, a seniority Employee may receive, commencing on the seventh (7th) day, an additional seventeen (17) weeks of pay at (66 2/3%) of their regular earnings. Medical updates may be required periodically throughout the disability period to ensure continued coverage.

**ARTICLE 18**  
**EMPLOYEE BENEFITS AND PENSION PLAN**

- 18.01 Effective January 1, 2009 the Employees will commence participation in the Corporate Flexible Benefit Program.

The Company agrees to provide each seniority Employee with Flex Credits on an annual basis, to purchase benefit coverage from the Company's flexible benefit program "Choices". All of the benefit plans described in the Company booklets shall be as more particularly described and set forth in the respective benefit plans and policies which plans and policies shall be made available for inspection by the Union.

During the term of this agreement, the Company will maintain the same selection and level of benefits and the cost-sharing ratio as is currently in place.

- 18.02 Any dispute over payment of benefits under any benefit plan or policy under this Collective Agreement shall be adjusted between the Employee and the insurer concerned and the parties agree that such disputes are inarbitrable under this agreement and shall not be subject to the Arbitration Procedure of this agreement. The Company will use its best efforts to adjust and settle any such disputes.
- 18.03 Employees hired after April 1, 2002 will participate in the Reliance Comfort Limited Partnership Defined

Contribution Registered Pension Plan for HVAC Employees. For purposes of determining vesting, all continuous service with Reliance and any predecessor company will be used. Existing Employees wishing to join the Pension Plan must elect to do so prior to the expiry of this Collective Agreement.

New Full time and Continuous Part-Time Employees will become participants in the Pension Plan upon successful completion of the probation period.

#### **ARTICLE 19 WAGES**

- 19.01 Attached hereto and forming part of this agreement is Schedule "A" which establishes the wage rates and job classifications applicable during the term of this agreement.
- 19.02 Attached hereto and forming part of this agreement is Schedule "B" which establishes the Performance Bonus Program potential target payments that are applicable during the term of this agreement.

#### **ARTICLE 20 HEALTH & SAFETY**

- 20.01 The Company shall maintain appropriate measures to ensure the safety, health and well-being of Employees during the course of their employment including the establishment of a Joint Union/Management Health & Safety Committee which will meet to address any health or safety issues which may arise.
- 20.02 Following an accident or injury, the Company may require an Employee to provide proof of functional ability certified by a health professional (a physician or other professional acceptable to the Company) before returning to his/her own normal duties.

**ARTICLE 21  
COLLECTIVE AGREEMENT**

21.01 The Company shall prepare the original copies of the Collective Agreement for signature and issue a copy to each employee and new employee upon induction into the Company. This agreement shall be printed in booklet form.

**ARTICLE 22  
DURATION**

22.01 This agreement will become effective on January 1, 2017 and continue in full force and effect until December 31, 2019. Notice that either party wishes to amend the terms hereof or terminate the said agreement may only be given during a period of ninety (90) days preceding December 31, 2019.

**Dated** at Ajax this 16th day of February, 2017.

  
\_\_\_\_\_  
Rahim Shamji

  
\_\_\_\_\_  
Bruce Teran

  
\_\_\_\_\_  
Leanne Park

  
\_\_\_\_\_  
Jason Charbonneau

  
\_\_\_\_\_  
Tracey Dillon

  
\_\_\_\_\_  
Carol Rogers

  
\_\_\_\_\_  
Jennifer Lee-Plevnik

  
\_\_\_\_\_  
Roxanne Irvine

  
\_\_\_\_\_  
Nancy Bilson

**SCHEDULE "A"**  
**OSHAWA CALL CENTRE**  
**JOB CLASSIFICATIONS AND BASE RATES OF PAY**

The following straight-time hourly rates shall be in effect from January 1, 2017 through December 31, 2017.

<b>Job Classification</b>	<b>New Hire</b>	<b>3 Mths.</b>		<b>6 Mths.</b>		<b>12 Mths.</b>		<b>24 Mths.</b>		<b>36 Mths.</b>	
		<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>
Filing / Mail Room	\$14.00	\$14.00	\$14.14	\$14.65	\$15.15	\$15.66	\$16.67	\$17.68	\$18.33	\$18.69	\$19.39
Data Entry	\$14.65	\$14.90	\$15.15	\$16.31	\$16.67	\$17.32	\$18.33	\$18.69	\$19.39	\$20.20	\$21.21
Cust Care (multi skill)	\$15.30	\$15.55	\$15.81	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Administrative	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Customer Resolution Spec.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



**SCHEDULE "A"**  
**OSHAWA CALL CENTRE**  
**JOB CLASSIFICATIONS AND BASE RATES OF PAY**

The following straight-time hourly rates shall be in effect from January 1, 2018 through December 31, 2018.

<b>Job Classification</b>	<b>New Hire</b>	<b>3 Mths.</b>		<b>6 Mths.</b>		<b>12 Mths.</b>		<b>24 Mths.</b>		<b>36 Mths.</b>	
		<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>
Filing / Mail Room	\$14.00	\$14.03	\$14.28	\$14.79	\$15.30	\$15.81	\$16.83	\$17.85	\$18.51	\$18.88	\$19.58
Data Entry	\$14.79	\$15.05	\$15.30	\$15.96	N/A	N/A	\$16.84	\$17.49	\$18.51	\$18.88	\$19.58
Cust Care (multi skill)	\$15.45	\$15.71	\$15.96	N/A	N/A	N/A	\$16.84	\$17.49	\$18.51	\$18.88	\$19.58
Administrative	N/A	N/A	N/A	N/A	N/A	N/A	\$16.84	\$17.49	\$18.51	\$18.88	\$19.58
Customer Resolution Spec.	N/A	N/A	N/A	N/A	N/A	N/A	\$16.84	\$17.49	\$18.51	\$18.88	\$19.58
Subject Matter Expert	N/A	N/A	N/A	N/A	N/A	N/A	\$16.84	\$17.49	\$18.51	\$18.88	\$19.58

**SCHEDULE "A"**  
**OSHAWA CALL CENTRE**  
**JOB CLASSIFICATIONS AND BASE RATES OF PAY**

The following straight-time hourly rates shall be in effect from January 1, 2019 through December 31, 2019.

<b>Job Classification</b>	<b>New Hire</b>	<b>3 Mths.</b>		<b>6 Mths.</b>		<b>12 Mths.</b>		<b>24 Mths.</b>		<b>36 Mths.</b>	
		<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>	<b>Service</b>	<b>Rate</b>
Filing / Mail Room	\$14.00	\$14.17	\$14.42	\$14.94	\$15.45	\$15.97	\$17.00	\$18.03	\$19.06	\$19.78	\$21.63
Data Entry	\$14.94	\$15.20	\$15.45	\$15.97	\$17.00	\$18.03	\$19.06	\$19.78	\$20.60	\$21.63	
Cust Care (multi skill)	\$15.61	\$15.87	\$16.12	\$16.64	\$17.67	\$18.70	\$19.78	\$20.60	\$21.63		
Administrative	N/A	N/A	N/A	\$17.00	\$18.03	\$19.06	\$19.78	\$20.60	\$21.63		
Customer Resolution Spec.	N/A	N/A	N/A	\$17.00	\$18.03	\$19.06	\$19.78	\$20.60	\$21.63		
Subject Matter Expert	N/A	N/A	N/A	\$17.00	\$18.03	\$19.06	\$19.78	\$20.60	\$21.63		

**UEI Testing Administrator** duties are assigned according to business needs, and are paid at straight time, \$21.00/hr.

**Bilingual French Customer Care Representatives** receive a \$0.50 premium to the Customer Care Representative hourly rate based on the above schedules. The filling of such positions shall be restricted to Employees classified as Customer Care Representatives (multi-skilled) or Customer Resolution Specialists.

**Overnight shift premium** of \$0.75 per hour for hours worked from 9:00 p.m. through 6:00 a.m.

**SCHEDULE “B”  
OSHAWA CALL CENTRE  
PERFORMANCE BONUS PROGRAM \***

	<b>Annual Potential Target Bonus **</b>
Filing / Mail Room	\$ 800
Data Entry	\$1,200
Customer Care	\$1,200
Administrative	\$1,200
Customer Resolution Specialist	\$1,200
Subject Matter Expert	\$1,800

\* The Performance Bonus Program is subject to the terms and conditions as released by the Company.

\*\* All bonus payments are subject to required statutory deductions.

Continuous Part-Time Employees will participate in the Performance Bonus Program and payout will be pro-rated at sixty-six and two thirds percent (66 2/3%) of the target bonus.

**LETTER OF UNDERSTANDING # 1**

February 21, 2017

Mr. Bruce Teran,  
National Representative, Unifor,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1


**Re. Absenteeism Administration**

Dear Bruce:

During the negotiations to renew the Collective Agreement effective January 1, 2017, it was mutually agreed to renew the Letter of Understanding relating to Absenteeism Administration on the following terms:

1. The Emergency Days as provided in the *Employment Standards Act*, S.O., 2000, as amended, are to be integrated with the six (6) paid sick days under Article 17 of the current Collective Agreement to a yield a combined maximum of ten (10) days.
2. The ten (10) Emergency Days as described in Item # 1 above, will be administered in accordance with the *Employment Standards Act*, S.O., 2000, as amended, and will not adversely affect Employees in the Job Posting Selection Criteria.
3. The parties recognize the need to significantly improve the overall attendance within the Oshawa Call Centre and will jointly support the application of the Company's Schedule Commitment Policy and the valid and rightful use of the Company's medical benefit plans including Short and Long Term Disability.

Yours truly,

  
Rahim Shamji  
Manager, Labour Relations

## LETTER OF UNDERSTANDING # 2

June 27, 2008

Mr. Dan Valente,  
National Representative,  
Communications Energy & Paperworkers Union,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1

### **Re. Workforce Adjustments**

Dear Dan:

During the 2004-2005 negotiations to renew the Collective Agreement, and the subsequent 2008 Collective Agreement negotiations, the parties mutually agreed that should a condition develop whereby it is determined by management that within a thirty (30) day period, a significant workforce reduction is required, the Company will review the situation with the Union with a view to discussing the alternatives and reaching agreement on how the reduction can best be implemented to ensure a minimum impact on the employees involved. For clarity, a significant work-force adjustment would be limited to the indefinite layoffs of bargaining unit employees in excess of 50% of any one classification in the Oshawa Call Centre. This commitment to mitigate Employee disruption in the Oshawa Call Centre shall include voluntary severances.

Should there be no agreement within 30 days of the commencement of these discussions, the Company will utilize layoff or other procedures as provided in the Collective Agreement.

The Company indicated that although there are no immediate plans past the 2nd Quarter of 2008 to alter the workforce, it is acknowledged that it is not possible to predict the future.

Yours truly,

  
Linda Morgan

Vice-President, Human Resources & Labour Relations

**LETTER OF UNDERSTANDING # 3**

July 19, 2011

Mr. Bruce Teran,  
National Representative,  
Communications Energy & Paperworkers Union,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1

**Re. Training Multi-Skilled Agents**

Dear Bruce:

This letter shall confirm the Company's commitment to continue to train and coach any remaining Customer Care agents who are not currently skilled in performing the multi-skilled Customer Care position.

Yours truly,



Kelly DeGurse  
Director, Organizational Development

**LETTER OF UNDERSTANDING # 4**

July 19, 2011

Mr. Bruce Teran,  
National Representative,  
Communications Energy & Paperworkers Union,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1

**Re. Continuous Part-Time Employees**

Dear Bruce:

During the 2004 – 2005 negotiations to renew the Collective Agreement, and the subsequent 2007 – 2008 Collective Agreement negotiations, the parties agreed to incorporate the Memorandum of Agreement regarding Continuous Part-Time Employees (CPT), dated December 3, 2002, into the Collective Agreement. In addition to specific reference to CPT's in the Collective Agreement, the following terms continue to apply:

- 1) The Company guarantees existing Full-time Employees as of the date of this Memorandum of Agreement, December 3, 2002, will not see their status changed from Full-time to Part-time as a result of introducing Part-time Employees to the workforce.
- 2) The Company guarantees existing Full-time Employees as of the date of this Memorandum of Agreement, December 3, 2002, will not have their regular hours cut or see a reduction in their wage rate as a result of introducing Part-time Employees to the workforce.
- 3) Part-time Employees will supplement the existing Full-time workforce. The number of Part-time Employees will not exceed 45% of the total Union workforce.
- 4) Although the Company cannot guarantee the availability of existing Full-time shifts, best efforts will be made



to minimize the disruption to Full-time Employees as a result of the introduction of a Part-time workforce.

Yours truly,



Kelly DeGurse  
Director, Organizational Development

**LETTER OF UNDERSTANDING # 5**

February 21, 2017

Mr. Bruce Teran,  
National Representative,  
Communications Energy & Paperworkers Union,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1

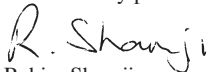
**Re. Banking of Overtime Hours**

Dear Bruce:

During the 2017 negotiations, the Company and the Union confirmed their intent to trial the banking of overtime as lieu time.

It was agreed that banking overtime would be established under the following terms and conditions:

1. An employee may elect to bank overtime hours worked as time off in lieu of pay. Employees are permitted to bank up to eighteen and three-quarters (18.75) hours in each calendar year.
2. Employees must receive prior management approval to take time off using lieu time hours. When approval is given, the employee will be paid for the scheduled time off at his/her regular rate of pay.
3. By September employees shall be expected to have booked any lieu time to be utilized by the end of that calendar year. Lieu time un-booked or accumulated between September and December will be approved by management on a case by case basis. Any remaining lieu time at the end of the calendar year shall be automatically paid out.



Rahim Shamji  
Manager, Labour Relations

**LETTER OF UNDERSTANDING # 6**

July 19, 2011

Mr. Bruce Teran,  
National Representative,  
Communications Energy & Paperworkers Union,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1

**Re. Disciplinary Records**

Dear Bruce:

This letter is to confirm an understanding reached between the Company and the Union in respect to the disciplinary record of employees.

Where an employee has not received more than one verbal warning in a period of three (3) years, any disciplinary notation(s) recorded on the employee's Personnel File shall be null and void.

Yours truly,



Kelly DeGurse  
Director, Organizational Development

**LETTER OF UNDERSTANDING # 7**

July 19, 2011

Mr. Bruce Teran,  
National Representative,  
Communications Energy & Paperworkers Union,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1

**Re. Job Postings (Article 11)**

Dear Bruce:

This letter is to confirm an understanding reached between the Company and the Union in respect to Job Postings (Article 11).

The Company agrees that the results of job postings will be made available as soon as possible. Where the company cannot provide the results within thirty (30) days from the date of posting, the management designate will confer with the Unit Chair of CEP Local 1999 Oshawa Call Centre.

Yours truly,



Kelly DeGurse  
Director, Organizational Development

## LETTER OF UNDERSTANDING # 8

February 21, 2017

Mr. Bruce Teran,  
National Representative, Unifor,  
5915 Airport Road, Suite 510,  
Mississauga, Ontario L4V 1T1

### **Re. Work from Home Pilot**

Dear Bruce:

During the 2017 negotiations the company and the Union confirmed their intent to renew the Work from Home Pilot.

It was agreed the Work from Home Pilot would be established under the following terms and conditions:

This pilot is for all Call Handling Job Classifications only

- Reliance will run the pilot program with up to 9 employees
- The hourly base pay is based on the New Hire Agreement
- A variety of assigned hours and shifts within the current Call Centre hours
- Benefits remain per current level – FT or CPT
- No paid sick days. Employee will still be entitled to STD/ LTD plan
- Vacation with pay at current level as per the Collective Agreement
- No Personal Paid Days
- There is a company provided laptop and headset.
- Employees must have a quiet work area where background noise will not be heard through the phone.

- Employee is responsible to pay for their monthly phone line invoice as well as their hard wired broadband data line monthly invoice. The company will pay for the installation costs.
- Criteria for Selection:
  - Volunteer basis
  - Performance
  - Attendance
  - Seniority will be a consideration
  - Final decision at Management discretion
- Review within 6 months of entering the pilot
- While the expectation is that this is a permanent move to work from home, the employee shall be provided the opportunity to return to their position at the Call Centre at the end of 6 months.
- Notwithstanding Management reserves the right to request any employee to return back to work at the Call Centre.
- At Management's discretion, under special circumstances, employees may work from home up to a maximum of three (3) months maintaining their pay and benefits at current level as per the Collective Agreement.
- Union and Management will get together six (6) months following implementation of the pilot to review effectiveness and to give consideration to make it permanent

Yours truly,



Rahim Shamji  
Manager, Labour Relations

**NOTES**

**NOTES**



**NOTES**

**NOTES**

(June 8, 2018 / 13:54:20)

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