



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**RIGHT TIME HEATING AND AIR CONDITIONING
CANADA CALL CENTRE**

AND

**UNIFOR
LOCAL 1999**

NOVEMBER 18, 2014 - NOVEMBER 18, 2019

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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 an ability 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.

ARTICLE 2

RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees of Right Time Heating and Air Conditioning Canada Call Centre, working in and out of Ontario, save and except managers, those above the rank of manager and sales.
- 2.02 **It is agreed that the employees of the Company not covered by the scope of this Collective Agreement shall not perform the work normally performed by employees in the Bargaining Unit except during an Emergency, for Training Purposes or Geographical Cost Effectiveness.**

ARTICLE 3

NO DISCRIMINATION

- 3.01 The Company and the Union agree to observe and abide by the provisions of the current Ontario *Human Rights Code* at the time of ratification. 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 *Human Rights Code*.

ARTICLE 4

UNION SECURITY

- 4.01 The Company shall deduct the regular dues of the Union from each 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 during the period of the Agreement, the amount of Union dues for general Union purposes as designated by the Union.
- 4.03 As part of the Company's overall Orientation Program, the Company will allow a designated representative of the Union up to one-half (1/2) hour for the purpose of conducting the Unifor New Members' Orientation Program. Such meeting will be conducted on the 1st day of probationary employment prior to commencement of the probationary employee's regular duties and will be attended by the immediate supervisor. This meeting will be held on Company premises and shall take place during the employee's normally scheduled working hours with no loss of pay at their regular rate.
- 4.04 The parties agree that all bargaining unit Employees hired under this agreement shall become and remain members of the Union (Unifor Local 1999) as a condition of continued employment.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 Everything not expressly limited by the terms and conditions of this Agreement is a management right.

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. Such time for this leave will not be unreasonably requested.
- 6.04 The Company will recognize a negotiating committee of no more than two (2) Employees from the bargaining unit, the President of Local 1999 or his/her designate, plus the Union's National Representative, further the Union may have a third member attend negotiations if mutually agreed to by both the Company and the Union.
- 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 prior to posting.
- 6.06 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.

In the normal course, the Company shall follow the standard progressive discipline four (4) steps as follows:

- 1) Verbal warning (s)
- 2) Written warning (s)
- 3) Suspension (s) increasing in length
- 4) Termination

The Company shall not use the disciplinary record of an Employee which exceeds a twenty-four (24) month period, in matters of evidence during grievance or arbitration proceedings, or when assessing current discipline.

- 6.07 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.

6.08 An accredited representative of Unifor shall not enter the Company's premises without the Company's consent. This consent will not be unreasonably withheld, and requests will not be unreasonably made.

6.09 The Company and the Union agree that regular Union-Management communication is important in maintaining a good working relationship between them. To help achieve this objective, they agree to meet on a regular basis to discuss matters of mutual interest and concern. Best efforts will be made to schedule these meetings quarterly through the year. Items for discussion will normally be circulated to each of the parties one (1) week prior to the schedule date of the meeting.

The Company shall appoint two (2) representatives and the Union shall appoint two (2) representatives to the Union-Management Committee. The National Representative and the President of Local 1999 (or their designates) will also be in attendance. Employees attending these meetings will not suffer loss of pay.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 A grievance may arise only from a dispute concerning the interpretation, application, and administration of alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps.

7.02 **Step 1.** If an Employee has a grievance, the first step is to advise the appropriate Supervisor within five (5) working days of the Employee being aware of the act originating the grievance, shall accompanied by a Steward meet with and present the grievance in writing, to the supervisor or designate. The supervisor or designate shall render a decision, in writing, within five (5) working days following the meeting. If a settlement is not arrived at within five (5) working days, the Employee may proceed to the next step.

7.03 **Step 2.** An appeal from that decision may be made in writing within five (5) working days by the Union. Both parties agree that upon request by either party for a meeting, that such a meeting shall take place within ten (10) working days. In attendance for the Union will be the grievor the Steward and the Local President or his or her designate. The Unions National Representative may be at this meeting upon the request of either party. The Company will give its decision in writing within ten (10) working days after the date of such meeting. If the decision does not bring a satisfactory settlement of the grievance, either party may refer it to arbitration.

7.04 The Company and the Union, by mutual agreement, may waive the time limits provided in the above steps.

- 7.05 If the Company or the Union has a policy grievance concerning an alleged violation of this Agreement, or if the grievance arises out of the termination of employment, the complaint shall be lodged in writing starting at Step 2.

ARTICLE 8

ARBITRATION

- 8.01 (a) 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. The notice shall contain the name of the first party's appointee to an Arbitration Board and shall be delivered to the other within fifteen (15) days of the reply under Step 2 of the Grievance Procedure. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board. The two appointees so selected shall appoint a third person who shall be the Chairman. If the recipient party fails to appoint its member or if the two appointees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour upon the request of either party. In appropriate cases, the parties may agree on the selection of a single Board Chairperson for the purpose of expediting the Arbitration process.
- (b) The Arbitration Board shall hear the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any Employee affected by it. The decision of a majority shall be the decision of the Arbitration Board.
- 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 Ontario *Labour Relations Act*.
- 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 Within thirty (30) days following the signing of this Agreement, 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 New Employees will be considered probationary employees for the first three (3) months worked in 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, further any employees hired on the same day shall have their seniority based on the time stamp of their acceptance of the original letter of offer.
- 10.03 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.
- 10.04 An Employee’s seniority shall be lost 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) has been on layoff continuously for a period of twelve (12) months, or

- (f) if, as a result of a transfer or promotion, the Employee does not return to the bargaining unit within six (6) months, from the date of the appointment.
- 10.05
- (a) The Company agrees to provide five (5) working days' notice of any layoff.
 - (b) In cases of layoff, if Employees within the classification are relatively equal in their qualifications and ability to perform the required work, seniority will govern.
 - (c) If layoffs are required during blackout periods, company will offer voluntary layoff in order of seniority with the understanding that layoff period could be covered with available vacation or banked-time hours.
- 10.06 In no event will the Company layoff seniority Employees while there are subcontracted workers and/or Probationary Employees in the same classification.
- 10.07 Subcontracted workers shall mean individuals 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. Subcontracted workers may be retained during peak periods or in instances where a required skill is not available within the bargaining unit.

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 the 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 fill the permanent vacancy on a temporary basis until such time as the permanent vacancy has been filled.

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) working days in advance of the requested date of commencement of this leave. No leave for a period of greater than thirty (30) calendar days will be granted by the Company and only one (1) 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 funeral. 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 funeral. At the written 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 and brother-in-law, close acquaintance, the Employee shall be granted a leave of absence with pay for one (1) day, if required, to attend the funeral, provided the Employee does attend the funeral.
- At the written request of the Employee, such leave of absence may be extended without pay, to a maximum of fourteen (14) days in total.
- (c) The Company may, in its judgement, seek proof of funeral attendance as described in Article 12.02 (b) above.

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* (Ontario) for pregnancy and parental leave. An Employee may request, and the Company shall approve, for the leave to be extended beyond the current statutory period of leave to a duration of up to one (1) year.

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 a leave of absence without pay provided that Company operating conditions permit, reference Letter of Understanding on Unifor Paid Education Leave.
 - (b) All such leaves of absence shall be requested by written notice to the Company as far in advance as possible prior to the commencement of the period of leave. Permission will not be unreasonably withheld.

ARTICLE 13

HOURS OF WORK AND OVERTIME

- 13.01 For the purpose of computing pay only, the work week is from 12 o'clock Midnight on Saturday to 12 o'clock Midnight the following Saturday.

- 13.02 Each party to this agreement understands that the success of the business is dependent upon satisfying customer needs for products and services. In order to meet the normal customer requirements for products and services, the core hours of work will be 7:00 a.m. to 11:00 p.m. each day of the week. In addition, the Company and its employees must be prepared to provide service when necessary on a twenty-four hour basis.
- 13.03 Nothing herein shall be construed as a guarantee of hours of work per day or week or days of work per week
- 13.04 (a) The Company will make every reasonable effort to provide a work week of forty (40) hours spread over five (5) consecutive days.
- (b) Hours of shift work will be as follows;
- Customer Service Representatives “A” Shift – 7:00 am to 3:30 pm, “B” Shift – 3:00 pm to 11:30 pm and “C” Shift – 11:00 pm to 7:30 am. Each full time shift to include a half hour unpaid lunch and two paid 15 minute breaks, each part time shift of 5 hours or less will be provided with 1 paid 15 minute break, part time employees working greater than 5 hours will be provided 2 paid 15 minute breaks which may be combined into 1 break at the employees option.
- Branch Customer Service Representative – “A” Shift
- Customer Service Administrative Representative – “A” Shift
- (c) The Company and Union agree that work schedules can be altered by the mutual consent of both the Company and the Employee, however work schedules can be advanced or retarded by up to 1 hour at the applicable rate of pay, due to a change in workload.
- (d) The Parties Agree that no rolling layoffs shall exist in the Call Centre.
- 13.05 Any Employee required to work between the hours of 11:00 p.m. and 7:30 a.m. will receive a Shift premium of five percent (5%) of their hourly rate of pay.
- 13.06 Employees will qualify for overtime at a rate of one and one half (1 ½) times the hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) per week.
- 13.07 Any overtime hours worked can be banked up to two hundred (200) hours in total, to be paid out annually on or about April 15 at the Employee’s current regular hourly base rate, or for purposes where an employee requests in advance that his/her hours be topped up to forty (40) hours of pay for the week, or at any such time that the employee desires to be paid out. For clarity, one (1) hour of overtime worked will be banked at the appropriate overtime rate.

- 13.08 In circumstances where the Company deems training or employee meetings to be mandatory, Employees will be paid in accordance with *Employment Standards Act (Ontario)*, at the applicable hourly rate of pay for the duration of such training or meetings, including travel to and from such meetings away from the employee's home base.
- 13.09 Non-mandatory product training, skill development and general employee meetings will be attended by the Employee, should he/she choose to do so, without pay.
- 13.10 In an effort to distribute overtime in an equitable manner, the Company will post on a quarterly basis, a list of Employees and the overtime hours worked during that quarter. Provided skills, abilities and qualifications being equal, overtime will be distributed on a rotational basis. In the event an Employee declines the offered overtime, the next Employee on the list will be offered the overtime. If no Employee accepts the offer of overtime, management will direct the most junior qualified Employee to work the overtime required.

ARTICLE 14

PAID HOLIDAYS

- 14.01 The following shall be recognized as Company holidays:

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

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 based on the average hourly pay over the last five (5) days up to a maximum of eight (8) hours.
- 14.03 If an Employee works on one of the above-named statutory holidays, he/she shall receive payment of two (2) times his/her regular wages 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 (Ontario)* 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 or booked within one (1) month following the month in which the day was granted.

ARTICLE 15

VACATIONS

15.01 The vacation entitlement is as follows:

<u>IF YOUR SERVICE IS:</u>	<u>YOUR VACATION ENTITLEMENT IS:</u>
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.

The Company will make best efforts to notify Employees as far in advance as reasonably possible by way of a notice posted on the Company bulletin boards, and communications at general meetings of peak periods and restricted vacation periods.

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

Upon satisfactory completion of probation, new employees shall be entitled to vacation with pay on the basis of one (1) day for each thirty-six (36) calendar days of employment completed during the calendar year in which they were hired.

15.04 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 vacation schedule.

15.05 The Company will calculate vacation pay throughout the year as an add-on adjustment each pay and any unpaid vacation pay shall be paid out by January 31st of the following year for the previous twelve (12) months (Jan. 1st to Dec. 31st).

ARTICLE 16

SHORT TERM DISABILITY

16.01 When an illness does not require hospitalisation and results in an absence from work in excess of six (6) working days, and upon provision of appropriate medical documentation, a seniority Employee will receive, commencing on the seventh day, an additional seventeen (17) weeks of pay at 66 2/3% of their regular earnings.

If a seniority Employee is hospitalised or suffers a non-occupational accident, which results in an absence from work, the Employee will receive STD benefits as stated above commencing on the 1st day.

Further, it is agreed that all employees covered by this Collective Agreement after 1 year of perfect attendance will earn 1 sick day and after each subsequent year of perfect attendance an additional sick day, up to a maximum of 5 sick days.

ARTICLE 17

EMPLOYEE BENEFITS AND PENSION

17.01 The Company agrees to provide group insurance benefits as described in the Company booklets, benefit plan documents or policies of insurance for the duration of the Agreement. All of the benefit plans described and set forth in the respective benefit plans and policies which plans and policies shall be made available for inspection by the Union if requested to do so.

- 17.02 Any dispute over payment of benefits under any benefit plan or policy under this Collective Agreement shall be adjudicated 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.
- 17.03 All Employees shall become eligible to participate in the Right Time Group Savings Plan upon successful completion of the probationary period. A presentation shall be made on Company time to explain the options available in the Right Time Group Savings Plan to all Employees. The Employer match of up to 3% of Employee contributions shall be maintained.

ARTICLE 18

TOOLS AND BOOT ALLOWANCE

- 18.01 For as long as the Call Centre is located within the Mr. Furnace premises, Call Centre Employees will be eligible to receive payment for the purchase of CSA approved footwear up to a maximum of \$155.00 per year based upon proof of purchase.

ARTICLE 19

WAGES

- 19.01 Attached hereto and forming part of this Agreement is Schedule "A" and which establishes the wage rates and job classifications applicable during the term of this Agreement.
- 19.02 The parties agree to strike a committee during the negotiation of the current Collective Bargaining Agreement between Mr. Furnace Heating & Air Conditioning (A Division of Right Time Heating & Air Conditioning Canada Inc.) and Unifor Local 1999 for the purpose of negotiating general wage increases jointly, applicable to both the Right Time Heating & Air Conditioning Canada Call Centre and the Mr. Furnace Heating and Air Conditioning(A Division of Right Time Heating & Air Conditioning Canada Inc.) Collective Bargaining Agreements, see letter of understanding # 4 for intent.
- 19.03 The Company will introduce an Incentive Program which is **TO BE DETERMINED** and introduced on or before July 1st, 2015.
- 19.04 In the event there is a change to a timesheet submitted by an Employee, the Company will notify the affected Employee of the reason for such change prior to the applicable pay date.

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. In doing so, it will comply with no less than the current legislation governing Health & Safety matters in the workplace.
- 20.02 Following a workplace accident or injury, the Company may require an Employee to provide proof of functionality, or lack thereof, certified by a health professional 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 November 18th, 2014 and continue in full force and effect until December 31st, 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 the expiration date in 2017, 2018 & 2019.

DATED at St. Catharines, this 18th day of November, 2014.

FOR THE COMPANY:

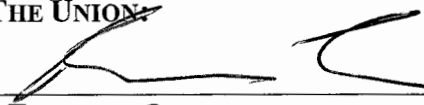


Vaughn Goettler

per Jeremy Hetherington

Jeremy Hetherington

FOR THE UNION:



Bruce Teran



Jason Charbonneau

per Randy Boulton

Randy Boulton

JOB CLASSIFICATIONS

1. Continuous Part-Time
 - a. Starting wage \$14.11, after 90 days - \$ 15.68
 - i. Normal wage progression (on Schedule A)
 - b. Minimum 20 hours per week – Overtime paid after 40 hours.
 - c. Benefits:
 - I. Retirement: normal match up to 3%
 - ii. Health Plan: 20 Hour Minimum
 - iii. Vacation: pro-rated based on hours worked.
 - d. Shift – Flexible between 7:00 am – 11:00 pm Sun – Sat (20 hour minimum).

SCHEDULE "A"

Schedule "A" - Progressions			
Customer Service Representative			5% Late Shift
Branch Customer Service Representative			
Customer Service Administrative Rep			
Probationary Rate	15.68		16.46
Day 91- 365	16.29		17.10
Year One	17.92		18.82
Year Two	19.33		20.30
Year Three	20.15		21.16
Continuous Part Time CSR			5% Late Shift
Probationary Rate	14.11		14.82
Days 91 - 180	15.68		16.46
Days 181 - 365	16.29		17.10
Year One	17.92		18.82
Year Two	19.33		20.30
Year Three	20.15		21.16

LETTER OF UNDERSTANDING # 1 - USE OF PERSONAL VEHICLE

For the purpose of this Letter of Understanding the term base shall refer to the location at which the Employee either normally commences his-her workday or the first job site to which the Employee has been directed to attend. An Employee who is required and agrees to use his-her own vehicle, as directed by Management, shall be reimbursed at the rate of **\$0.40** per kilometre or the current rate as established in the Right Time Canada reimbursement policy, whichever is greater.

LETTER OF UNDERSTANDING # 2 – UNIFOR PAID EDUCATION LEAVE

The Employer, Right Time Heating & Air Conditioning Canada Call Centre agrees to pay into a special fund an amount of \$0.03 (3 cents) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL). Such Payments will be remitted on a quarterly basis into a trust fund established by Unifor National Union effective the date of ratification. Payments will be sent by the employer to the following address:

Unifor Paid Education Leave Program

205 Placer Court

Toronto ON M2H 3H9

The Employer shall approve Education Leave for the members of the bargaining unit at the request of the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on the PEL leave of absence will continue to accrue seniority and service.

LETTER OF UNDERSTANDING # 3 – JOINT HEALTH & SAFETY COMMITTEE

An Elected Member will represent the Call Centre unit on the Mr. Furnace / Local 1999 Joint Health and Safety Committee until such time as a Joint Health and Safety Committee can be formed within the Call Centre.

LETTER OF UNDERSTANDING # 4 – GENERAL WAGE INCREASE JOINT BARGAINING 2015

Any and all general wage increases agreed to between Mr. Furnace Heating & Air Conditioning and Unifor Local 1999 during the next round of negotiations (2015) will also apply to the collective agreement and all members covered by Local 1999 and employed by Right Time Heating & Air Conditioning Canada Call Centre.