

# Collective Agreement

**Between**

**Connaught Laboratories Ltd  
A Pasteur Mérieux Company**

**AND**

**Communications, Energy and  
Paperworkers Union of Canada  
Local 1701**

**Begins:  
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## LETTER OF UNDERSTANDING AND AGREEMENT

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Whenever a Union or Company Official is detailed by title, it shall be considered when they are not available to include their designates, where the context so requires.

#### **ARTICLE I - PURPOSE**

- i It is the stated intent of both parties to co-operate to the fullest in the resolution of any and all problems arising between the parties.

## ARTICLE II - RECOGNITION

2.01 **The Employer recognizes the Union as the certified collective bargaining agent for all employees of the Employer employed at Connaught Laboratories Limited in Metropolitan Toronto and at Bolton, save and except persons at or above the rank of supervisors or research associates, senior and legal secretaries and administrative assistants to persons at or above the level of Director, secretary to the Comptroller, Accountant, persons employed in the Human Resource Division, Payroll Office and the M.I.S. Department, (save and except library administrators), Sales Representative, and persons covered by existing collective agreements.**

### **TICLE III - MANAGEMENT RIGHTS**

- 01 The Union acknowledges the exclusive function of the Employer generally to manage Connaught Laboratories Limited, and in particular to maintain order and efficiency and to hire, discharge, transfer, reclassify or discipline employees in accordance with the terms of this agreement and allocate work.
- 02 The Union further recognizes the right of the Employer to operate and manage its business and operations in all respects in accordance with its commitments and responsibilities. The locations of the plants, products and components to be manufactured, the schedule of production, the methods and processes and means of production, manufacturing and research are solely and exclusively the responsibility of the Employer.
- 03 The Employer shall have the right from time to time to make and enforce rules and regulations not inconsistent with this agreement. Such rules and regulations will be issued by policy through the Human Resources Department. On any policy which impacts the bargaining unit, the Union will be consulted at the policy draft stage.

## ARTICLE IV - STRIKES OR LOCKOUTS

4.01 The Company agrees to recognize a negotiating committee of five (5) employees and a Representative of the National Union

There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sitdown, slowdown or any other interference with service or operations by an employee or employees during the term of this agreement

4.02 The Company agrees to pay the cost of negotiations, including meeting rooms and lost time for the Negotiating Committee

## TICLE V - UNION ACTIVITY

- 01 The Union may appoint not more than thirty-five (35) Local Stewards.

The Union agrees to advise the Company in writing with the names and jurisdiction of each of the Stewards and the names of their Officers and members of the various committees and the Company shall not be required to recognize any such Steward, Officer or Committee person until it has been so notified.

- .02 No meeting of the Union, except Executive and committee meetings, shall be held on the premises unless permission of the Vice President, Human Resources is obtained. Guest Speakers may be invited from time to time as the Union/Local Executive deems necessary, with the approval of the Vice President, Human Resources required for all such guests other than the National Representative.
- 5.03 No officer of the Union shall distribute or cause to be distributed any handbills, pamphlets, Union publications or the like on the premises, except to Stewards or Executive members, without the permission of the Vice President, Human Resources.
- 5.04 The Union acknowledges that the Local Stewards will have regular duties to perform for the Employer and that such personnel will not leave their regular duties to engage in Union business without first obtaining permission of their immediate supervisor who will not refuse permission in the case of a grievance.
- 5.05 Provided the Union gives at least one (1) week's notice, leaves of absence without pay or penalty shall be granted for Union business. All applications for such leave shall be submitted to the Vice-president Human Resources for approval and such approval will not be unreasonably withheld.



- 5.06 There shall be no discrimination by the Employer by reason of any activity or lack of activity, past or present, of any employee with respect to Union affairs or membership, and there shall be no discrimination or recrimination against any member of the bargaining unit for exercising their rights under the collective bargaining agreement.
- 5.07 On the first of June every year, the Union shall submit a list of the Union members' names and addresses and the Company will, barring specific instructions from the Employee to the contrary, update the information to ensure its correctness.
- 5.08 (1) The Company will pay seventy-five percent (75%) of the cost for a full-time Union President. This **would be calculated** at the net average hourly earnings of a standard work week, plus benefits (Company and Statutory). Deceased employees, holidays, vacation, Union Management meetings and other L.O.A.'s will be subject to this cost formula of seventy-five percent Company, twenty-five percent Union.
- (2) Should the Union President relinquish this office for a reason, they will firstly displace back into the job classification in the Division which was held immediately prior to election to office following the procedure as detailed in Clause 7.10.
- (3) The Union President's normal hours of work will be 8:00 a.m. to 4:00 p.m., Monday to Friday inclusive.
- (4) The Union President, although full-time, will retain the status of an employee and will therefore have a reporting responsibility directly to the Vice-president, Human Resources.

- ) The Local Union President's hourly wage rate will be based on the result of a job evaluation.
- ) This agreement is reached on the understanding that the Union President will:
  - (a) give priority to Union/Management meetings and programs.
  - (b) effectively reduce the union activity of other Union Officers during normal working hours. This is not intended to interfere with the structure of the union and its elected officers who have specific areas of responsibility.
  - (c) will be the Union Representative at all layoff meetings and interviews in accordance with Article 7.
  - (d) be readily available to assist in resolving problems.
  - (e) not to be replaced during vacation or any other short term periods of absence by any other officer on a full-time basis.
  - (f) spend all other relevant time on matters pertaining to Local 1701, C.E.P.

The above is not intended to restrict the Union President's activities which are approved by the Local Executive Committee provided reasonable notice is given to the Company.

To facilitate the servicing of the membership of Local 170 C.E.P., the Company will provide an office from which the elected Representatives may conduct business pertaining to their responsibilities.

- 5.09** The Union shall be allowed to use the Employer's internal mail systems. All bargaining unit-wide mail will be forwarded to the Vice President, Human Resources, twenty four **(24)** hours in advance of the use of the internal mail systems whenever possible.

## ARTICLE VI - GRIEVANCE PROCEDURE

- .01 (a) It is the mutual desire of both parties hereto that complaints or problems of employees shall be adjusted as expeditiously as possible, and it is understood that an employee has no grievance until the Company has been first given an opportunity to adjust the complaint or problem.
- (b) All time limits as expressed in this Article shall be adhered to, unless mutually agreed otherwise. Should either party fail to comply with the time limits, the other party shall have the right to proceed to the next step without delay. Should any complaint or grievance not be submitted to the next step within the stated or otherwise agreed upon time limits, it shall be deemed to be abandoned.
- (c) Grievances relevant to the selection procedure under Clause 7.09 of the Layoff Procedure and Clause 17.03 of the Job Filling Procedure will proceed directly to **Step II of this procedure if the Grievor's immediate Supervisor** has not been involved in the selection process. In attendance at this step will be the grievor, the hiring supervisor and a member of the grievance committee.

An employee who is re-interviewed following the filing of a grievance for denial of a job posting has the right to representation by a Union Officer as an observer.

## 6.02 STEP I

If an employee has a problem or complaint which he wishes to discuss with the Company, he shall take the matter up with the immediate Supervisor in an effort to reach a satisfactory resolution. The employee may be accompanied by a **Stew** if so desired. The Supervisor shall give a verbal answer within two working days following completion of the shift in which the problem arose. Once the decision is made to proceed to Step II, the employee cannot personally settle the grievance without the approval of the Grievance Committee.

## 6.03 STEP II

If a satisfactory resolution is not obtained through Step I then the employee may submit a written grievance within two (2) working days following the completion of the shift in which the decision at Step I was given. This written grievance should be signed by the Grievor **and** countersigned by the Chief Steward or a member of the Union Executive, who in turn will file it with the Departmental Manager with a copy to the Vice President, Human Resources. In the absence of the **Grievor, the grievance may be submitted by the Chief Steward** or a member of the Union Executive.

Within two (2) working days from receipt of the grievance, a meeting shall be held. In attendance at this meeting will be the parties involved at Step I plus a member of the Grievance Committee and the Department Manager, who in some instances may be the employee's immediate Supervisor. A written decision shall be forwarded to the Chairperson of the Union Grievance Committee with a copy to the Vice President, Human Resources within five (**5**) working days of this meeting. If resolution is not satisfactory, the Union Grievance

Committee Chairperson shall within three **(3)** working days from receipt of the Company's decision, advise the Vice President, Human Resources, with a copy to the Departmental Manager, of its decision to proceed to Step III.

#### 6.04 STEP III

Upon receipt of the Union's written decision to proceed to Step III, a meeting shall be held within three **(3)** working days to further attempt settlement. In attendance at the meeting will be the Vice President Human Resources and the Chief Steward.

The Departmental Manager and Supervisor may attend for the Company and a maximum of two of the Grievance Committee may attend for the Union. The National Representative will attend at the request of either party.

A written decision will be given by the Company within five **(5)** working days of the meeting.

Failing settlement of the grievance at Step III, and if the grievance is one which concerns the application, administration, interpretation or alleged violation of the agreement, the grievance may be referred to arbitration by either party within five **(5)** working days after the decision has been rendered at Step III.

## 6.05 STEP IV - ARBITRATION

- (a) In order to proceed to arbitration, either party may notify the other party in writing and the notice shall contain the name of the first party's nominee.
- (b) The two nominees so selected shall appoint a third person who shall be Chairperson. If they fail to agree upon a Chairperson the appointment shall be made by the Minister of Labour for Ontario upon request of either party.
- (c) Should the Company and the Union agree, this provision shall not preclude the appointment of a single impartial arbitrator. Such arbitrator to be selected by mutual agreement of the parties.
- (d) No Arbitration Board or single arbitrator shall have jurisdiction to amend or add to any of the provisions of this agreement, to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms or provisions of this agreement.
- (e) No matter may be submitted to arbitration which has not properly been carried through all previous stages of the grievance procedure.
- (f) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board or single arbitrator will be final and binding upon the parties thereto.
- (g) Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will jointly bear the expense of the arbitrator or Chairperson.

#### 6.06 MANAGEMENT GRIEVANCES

It is understood that the Employer may bring forward a complaint or grievance in respect to the conduct of the Union Officers or its members. Such complaint will be introduced at Step III of the above procedure.

#### 6.07 POLICY GRIEVANCES

Where any difference between the Company and the Union arises from the interpretation of the agreement, the Union shall be entitled to file a grievance at Step III of the procedure.

#### 6.08 DISCHARGE OR SUSPENSION

Grievances dealing with discharge or suspension shall be filed at third step of the above procedure within five **(5)** days after the employee ceases to work. A union officer will be present when a meeting is held to notify the employees that they have been suspended or discharged. When an employee has been discharged or suspended they shall have the right to meet with a Union Officer for a reasonable period of time before leaving the Company premises.

Probationary employees may be discharged at the discretion of management.



## 6.09 DISCIPLINE - GENERAL

Whenever an employee is **reprimanded** which must be within seven (7) days of the discovery of the event, but no longer than ~~30~~ (thirty) days ~~from~~ the date of the event which precipitated the notation, a copy shall be sent simultaneously to the Chief Steward.

In the case of any correspondence being placed in an employee's file relative to discipline, a copy of such correspondence **shall be** given to the employee and Chief Steward.

Disciplinary notices will be removed **from an** employee's file, provided there has not been a recurrence of the notated incident, **after:**

6 months - counselling letter

6 months - verbal warning

12 months - written warning

18 months - suspension

## 6.10 HARASSMENT

**All** employees covered by this Agreement have a right to freedom from harassment in the workplace by the employer, agent of the employer **or another** employee on the **grounds** herein.

Harassment means engaging in a **course** of vexatious comment **or** conduct that **is** known **or** ought to be known to be unwelcome.

Every employee is protected ~~from~~ **and** shall not engage in, harassment because of race, **ancestry**, place of **origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, pregnancy,** disability, age, marital status, family status and record of offenses.

Harassment complaints will be investigated jointly by Human Resources and the Union. Grievances involving harassment will be filed at the third step.

**6.11 EVERY EMPLOYEE COVERED BY THIS COLLECTIVE AGREEMENT HAS A RIGHT TO BE FREE FROM:**

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advancement to the employee knows or ought to know that it is unwelcome.
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

**6.12** All current employees will receive mandatory human rights/diversity training no later than the end of 1994, to be conducted during regular working hours. The Company will include such training in its required orientation for new employees. The training will be co-instructed by a member of the Union Executive.

**6.13** The Company and the Union recognize the inherent right of every employee to work in an environment characterized by respect for individual dignity.

An employee alleging harassment in the workplace as described in 6.10 and 6.11 has the right, after informing the supervisor or manager, to leave the work area without loss of pay, rights or benefits, and to refuse to return to the work area until such time as an investigation of the complaint has been undertaken.

**Disciplinary action consistent with the principles of progressive discipline will be taken in the event that a false charge is laid with malicious intent.**

**The investigation shall be undertaken by Human Resource and the Union as detailed in 6.10.**

## ARTICLE VII - LAYOFF AND RECLASSIFICATION NOTIFICATION

- 7.01 The Employer agrees to advise the Union Executive in writing of the layoff **of** an employee or employees or probationary employees concurrent with or shortly after the employee has been advised. Such notice to be given at least five (5) working days in advance of the effective date of the layoff.
- 7.02 Individuals from outside the Bargaining Unit will not assume or undertake any activities with the express purpose or intent **of** displacing an employee covered by this agreement.
- 7.03 The Company **is** prepared to allow reasonable time off with pay during such period of notice to enable an employee to attend employment interviews, provided that Human Resources receives verification of the appointment.
- 7.04 Reclassification to a lower job classification will only occur when a seniority employee does not possess the necessary skills or the ability to acquire or assimilate the necessary knowledge following a change of job either through the layoff or job posting procedure.

In the above situation, an employee will be placed in layoff and will only be recalled if successful in obtaining a job through the job posting procedure or placed into an open vacancy by the Vice President of Human Resources in consultation with the Union **and** the Department Head. Should an employee grieve the situation, the employee will not be laid off until the problem has been resolved through the grievance procedure.

All situations, however, will be discussed with the Vice-President of Human Resources, the Department Head, and the Union.

**7.05** A seniority employee who has the necessary skills and ability but does not perform satisfactorily will not be demoted. The employee will be counselled and if the desired results are not achieved, then progressive disciplinary action will be taken which would eventually lead to termination of employment.

#### **7.06 SEVERANCE PAY**

- (a) An employee who is laid off shall be entitled to severance pay in the amount equivalent to two weeks of regular wages per year of service, prorated for the current year. Acceptance of severance pay will result in the employee being deemed a termination and forfeiting recall rights.
- (b) This provision would not apply to those employees who choose to go on the layoff recall list or who wish to exercise their bumping or displacement rights (as defined in clauses 7.09 and 7.10).
- (c) It is understood that there shall be no severance payment under Section 58 of the Employment Standards Act.

## LAYOFF PROCEDURE

### 1.07 Definitions

- (a) **LAYOFF** means the termination of work for an indefinite period, caused by a decision of the Company to reduce or eliminate the work upon which the employee was engaged.
- (b) **LAYOFF STATUS** occurs when an employee's job has been eliminated or is made redundant through a reduction of work or is in a bumped or displaced situation which allows the employee to exercise rights in accordance with this Article.
- (c) **LAI-D-OFF** is the status of an employee who is no longer actively employed due to a layoff.
- (d) **SENIORITY** is the status that an employee acquires in accordance with Clause 8.01 and after achieving seniority status shall also mean the length of continuous employment with the Company within the Bargaining Unit.

Exception: A seniority employee in the bargaining unit, or what is now the bargaining unit, who accepts a position with the Company outside of the bargaining unit and wishes to return to a job within the bargaining unit which is approved by the Company, will, upon reinstatement, be placed in an open vacancy provided the employee meets the job specification and has the physical ability to perform satisfactorily.

Should the period outside the bargaining unit not exceed six (6) months, the employee will be **granted the** seniority date.

Should the period outside the bargaining unit exceed six (6) months, **seniority for the purpose of this Article** will be the date of reinstatement into the bargaining unit.

In both instances above, the employee will retain the Company service date and will not be regarded as a probationary employee as defined in Clause 8.01.

- (e) **THE JOB SPECIFICATION** is a statement of the qualities or abilities that a worker must possess to perform the job to the specified standard including physical ability, education, licence, skill and knowledge.
- (f) **BUMP** means the displacement of an employee by another employee because of a layoff situation; in the bumped employee having to accept a job in a lower classification. "Bumped" is therefore a situation where an employee is still working but not in the former classification.
- (g) **DISPLACE** means the displacement of an employee by another employee because of a layoff situation, resulting in the displaced employee retaining the job classification but not performing the same activity or group of activities.
- (h) **A JOB VACANCY** occurs when the company wishes to fill a position created when an employee is terminated transfers by job posting, resigns, retires or when the establishment is increased.

- (i) AN OPEN JOB VACANCY is a vacancy which still exists after the procedures contemplated under Clause 8.02 and 17.03 have been exhausted leaving the Company in a position to fill the vacancy from external candidates or temporary employees.
- (j) Local 1701, UNION EXECUTIVE OFFICERS (as defined in the C.E.P. Constitution and By Laws) shall be considered to have the most seniority within their classification and will be retained in that classification so long as there is work to be performed in that classification and if the member of the Local Union Executive Board remaining is qualified and willing to perform the work available.

An Executive Officer who vacates office relinquishes protection under the above paragraph.

In the case of two Executive Board members in the same classification, seniority shall be determined by the C.E.P. Constitution and By Laws.

- 7.08 For the purposes of this Article only, a listing of the current departments and divisions within the organization will be available in the ~~Human~~ Resources Division and the Union office.
- 7.09 If a seniority employee is in a layoff status, it will be discussed with the Union and the following Procedure shall be observed:
- (a) The Company will give at least 30 days notice whenever possible.



- (b) Discuss the alternative of work sharing with the Union.
- (c) Displace, bump and layoff employees in accordance with the procedure detailed in the following Clause 7.10.
- (d) At any time during the procedure an employee may elect to be laid-off with the consent of the employer.
- (e) The parties may by mutual agreement in writing, alter or amend the procedure to accommodate special circumstances. This may include giving an employee who is in a layoff status, consideration for a job vacancy.
- (f) The decision by a seniority employee to elect being laid off, in these circumstances, will not disqualify the employee from entitlement to severance pay under Article 7.06.

- 7.10**
- (1) **In the following procedure, an employee may not displace or bump a more senior employee.**
  - (2) When a layoff occurs relative to a specific job classification, the Departmental Manager will place the employee in layoff status with the least seniority in the classification in the Department.
  - (3) An employee who is in layoff status shall be given first consideration for a **job** vacancy in their classification, or a lower classification within the same job category.

- (4) The employee may:
  - (a) Displace the employee in the Division with the least seniority in the employee's job classification, whose job specification the employee meets, or
  - (b) Bump within the Department to a lower job classification in the same job category, in which case it will be the employee in that job classification with the least seniority who will be placed in a layoff status.
  - (c) The process will continue until an employee is in a layoff status from the Division.
- (5) The employee in a layoff status from the Division will then either,
  - (a) Displace the least senior employee in the employee's job classification Company wide, whose job specification the employee meets, or
  - (b) Bump the least senior employee Company wide in a lower job classification in the same category or a previously held job classification provided the employee has the physical ability to perform satisfactorily.
  - (c) This process will continue until an employee is laid off.

**7.11 A Union Officer will be present as an observer at all layoff interviews.**

Provisional Job Categories For Article VII - Layoff Procedure

Classifications in Descending Order  
Subject to change through the Job Evaluation Program

Category	#	Job Classification
A	1	Technical Group Leader
	2	Technical Administrator
	3	Technologist
	4	Advanced Technician
	5	Technician
	6	Technical Student
B	1	Group Leader - Shipping
	2	Assistant Storekeeper
	3	Plant Operator
	4	Storeperson-Receiver
	5	Shipper
	6	Autoclave Operator
C	1	Animal Health Group Leader - Primate
	2	Animal Health Group Leader
	3	Advanced Animal Health Technologist
	4	Animal Health Technologist
	5	Advanced Animal Health Technician
	6	Animal Health Technician

- D
- 1 Packaging Mechanic C
  - 2 Group Leader
  - 3 Packaging Mechanic **B**
  - 4 Assistant Group Leader
  - 5 Packaging Mechanic A
  - 6 Filler
  - 7 Admin Support Pkg
  - 8 Utility Person Pkg
  - 9 Filling Support Operator
  - 10 Operator
- E
- 1 Administrative Group Leader
  - 2 Administrative Coordinator
  - 3 System Administrator
  - 4 Library Admin
  - 5 Admin Support III
  - 6 Accounting Admin II
  - 7 Admin Support **II**
  - 8 Data Entry Admin
  - 9 Accounting Admin I
- F
- 1 Utility Person/Driver Leadhand
  - 2 Cleaner Leadhand
  - 3 Utility Person
  - 4 Driver
  - 5 Mail Clerk Driver
  - 6 Cleaner
  - 7 Dietary Assistant

- G
  - 1 Steamfitter Leadhand
  - 2 Refrigeration Mech. Leadhand
  - 3 Machinist Leadhand
  - 4 Plumber Leadhand
  - 5 Electrician Leadhand
  - 6 HVAC Leadhand
  - 7 Carpenter Leadhand
  - 8 Refrigeration Mechanic
  - 9 Electronic Technician
  - 10 Machinist
  - 11 Steamfitter
  - 12 Plumber
  - 13 Electrician
  - 14 Sheet Metal Worker
  - 15 Carpenter
  - 16 Maintenance Service Person
  - 17 Maintenance Service Driver

#### RECALL PROCEDURE

- 7.12 Increase the hours to the normal work week if they had been reduced, through a work sharing program.
- 7.13 An employee who has been bumped will return to their former job classification in accordance with seniority rights in reverse order of the procedure detailed in Clause 7.10. A job vacancy will not initially be posted if there is a bumped employee whose former job classification is the same as the job classification of the vacancy. The intent of this procedure is to make every effort to return the employee to the former classification. At any time an employee may relinquish the right to bump back.

- 14 Recall laid-off employees in accordance with the following:
- (a) A job vacancy notice will not initially be posted if there is a laid-off employee within the job category whose former job classification is the same as or higher than the job classification of the vacancy.
  - (b) In such cases as defined in (a) above, the employee will be re-called by seniority into the job vacancy, providing the employee meets the job specification and can perform the job satisfactorily within a reasonable period of time.
  - (c) If the vacancy is not filled through (b) above, then the job will be posted in accordance with Clause 17.01 and all employees who are laid-off may apply along with eligible active employees as detailed in Clause 17.02.

#### SENIORITY GENERAL

- 7.15 An employee who is bumped will have their wages “Red Circled” for twelve (12) months or until transferred, recalled or refuses a bump back to the former job classification, whichever is the sooner. After the expiration of such period, the employee will be paid the maximum of the classification currently held.
- 7.16 Seniority lists will be revised every three (3) months and a copy of such lists will be posted in Building 83 and the Guard Houses and three copies will be given to the Union.
- 7.17 The names of employees who are laid-off will be retained on the Employer’s seniority list for a period of twenty four (24) months, or, for service of less than twenty four (24) months, equal to their length of service, after which their names will be struck from the list.

- 7.18 It shall be the duty of the employees to notify the Human Resources Department promptly of any changes in their name, address or telephone number, otherwise the Employer will not be responsible for failing to contact the employee or for notices not reaching the employee.
- 7.19 An employee will lose seniority and employment will be terminated for any of the following reasons:
- (1) Resignation.
  - (2) Discharge.
  - (3) Not recalled within the time limits as defined in **Clause 7.17**.
  - (4) Failure to return to work within seven (7) days after the Company has sent a registered letter of re-call to the employee's last recorded address. A copy of this letter shall be forwarded to the Union Recording Secretary. It is the responsibility of the employee to notify the Company of a contact address if the employee intends being away from their permanent address for a period in excess of seven (7) days.
  - (5) Failure to exercise re-call rights to fill a permanent vacancy within the job classification.

## ARTICLE VIII - SENIORITY

### UNDE

- 8.01 A new employee, excluding a replacement for an employee absent through maternity, sickness, or injury, shall be considered probationary and shall not acquire seniority rights until the employee has worked six (6) months. Such an employee will be eligible for benefits after three (3) months.

Any days lost due to sickness, non-work related injury, or shutdown will extend such probationary period by the actual days lost, but upon completion of such periods, seniority will coincide with the employee's service date.

Paid designated holidays shall be classed as days worked in the context of this clause. The Union will be notified in writing of the discharge of a probationary employee simultaneously or shortly after the employee has been advised.

- 8.02 (a) A replacement for an employee absent through maternity, paternity or an employee engaged for a specific term or task not to exceed 1 (one) year will be classed as a temporary employee and will not achieve seniority under this article.
- (b) A replacement for an employee absent through sickness or injury will be classed as a temporary employee until such time as the employee commences their thirteenth month of employment.



(c) Temporary employees as defined in (a) and (b) above will be eligible for the following benefits commencing their fourth month of employment:

- Health Insurance Plan
- Group Life Insurance
- 7 days paid sick leave
- Dental
- Optical
- Extended Health
- Designated and Float Holidays

Such a temporary employee will be given consideration as and when subsequent vacancies occur, under Clause 17.02. Provided there is no more than five (5) working days broken service, should a temporary employee obtain a permanent job within the bargaining unit, a six (6) month probationary period as defined in Clause 8.01 will be applied to the new job except when hired on a permanent basis into the job which the employee has been performing as a temporary, then such service will apply towards the probationary period. Upon completion of this probationary period the employee will achieve seniority and the seniority date will coincide with their initial hiring date as a temporary employee.

(d) A temporary employee will be terminated from employment at the end of the temporary assignment, or if displaced or bumped by a seniority employee through the layoff procedure. The union will be notified at the time of the termination.

3.03 An employee returning to work following an absence of up to two years due to L.T.D. or W.C.B. will return to the division in the classification held when the period of absence commenced with no loss of seniority, provided they meet the job specification.

If cleared to return to work following an absence in excess of two years due to sickness or injury, from the time the employee went on L.T.D. or W.C.B., the employee will be placed on the layoff list and exercise rights in accordance with the re-call procedure detailed in Clause 7.14.

#### 8.04 JOB ACCOMMODATION

Within the spirit and intent of the Ontario Human Rights Code, the Company will accommodate disabled employees. For the purposes of this Article, “disabled employee” is defined as an employee who is unable to perform the essential duties of their job due to a non-occupational medical or physical condition.

The accommodation, with due consideration given to the needs of the operation and the abilities of the employee, will be made in the following manner;

1. Accommodation will be made to the employee’s regular position including, but not limited to, such elements as work station modification, adaptation of tools and equipment, and adjustments to work schedules.

2. If necessary, accommodation may also include the Company's making every effort to provide suitable alternative employment, including any necessary training, within the classification structure of Schedule "A" of the C.L.A.
3. In all cases, an appropriate assessment of the employee's skills and abilities will be carried out to ensure a suitable placement.

#### 8.05 REINSTATEMENT COMMITTEE

A Reinstatement Committee of not more than four (4) representatives of C.E.P. Local 1701 and four (4) representatives of the Company will be established. Two of the Union representatives shall be the President of C.E.P. Local 1701 and the Chairperson Health and Safety of C.E.P. Local 1701.

In addition to the disposition of specific cases, the Committee mandate will also include the development of a framework for the accommodation, rehabilitation and reinstatement of injured and disabled workers as specified in article 20.07 and 8.04.

## **ARTICLE IX - LEAVE OF ABSENCE WITHOUT PAY**

**9.01** The Employer may at its discretion, grant a leave of absence without pay to any employee for personal reasons and any person who is absent with such written permission shall not be considered to be laid off and seniority shall continue to accumulate during the absence.  
Any authorization for leave of absence must be in writing and such authorization shall not be unreasonably withheld.

**9.02** An employee with 13 or more weeks of service shall be granted Maternity, Parental and/or Adoptive leave as defined in the Employment Standards Act for the natural or adoptive mother as follows:

17 weeks Maternity Benefits PLUS  
18 weeks Parental Leave.

The other parent is entitled to 18 weeks Parental Leave.

During this leave of absence, full benefits will be continued by the employer and current employee contributions to the benefit plan will be maintained by the employee.

When the employee returns to work they will be returned to their original position.

## ARTICLE X - LEAVE OF ABSENCE WITH PAY

10.01 An employee who through the death of the understated relationships finds it necessary to be absent from normal scheduled shifts will be paid for the time lost from such absence in accordance with a) and b) below, provided such days are taken consecutively.

a) Up to five (5) days for the following family members: parent, child, spouse, brother, sister and grandparent.

b) Up to three (3) days for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, and spouse's grandparents.

The above in-law relationships will continue to be recognized after death or separation of the spouse, until the employee records a new spouse with the Human Resources Department.

The Employer will use reasonable discretion regarding paid leave of up to one (1) day to an employee to attend the funeral of a close friend.

10.02 The Employer will allow any employee reasonable leave of absence with pay for the following reasons and amounts of time:

Marriage of the employee -	two	(2)	days
Citizenship application -	one	(1)	day
Citizenship confirmation -	one	(1)	day
Moving of employee's household -	one	(1)	day
Writing School Examination -	half	(1/2)	day
Birth of Child (Paternity Leave) -	three	(3)	days
Adoptive Leave * -	three	(3)	days
Compassionate Leave - (To be charged against sick time allotment)	three	(3)	days

\* See clause 9.02

10.03 An employee who is called for jury duty shall be paid the difference between the payment received for jury service and the normal rate of pay for each day partially or wholly spent in performing jury duty, provided the employee otherwise would have been scheduled to work for the Company on such day or days. The same shall apply to any employee who is subpoenaed to appear as a witness in court, except when subpoenaed by the Union for arbitration hearings, and the employee shall be required to produce the subpoena to the Human Resources Department.

#### 10.04 MEDICAL AND DENTAL APPOINTMENTS

The Company recognizes the fact that from time to time situations arise which require an employee to be absent from scheduled work for the purpose of attending Medical or Dental appointments.

The Company has the right to have such absence certified by medical certificate or equivalent satisfactory proof. Such requests will be made by the Occupational Health Centre and will not be unreasonably requested.

If it is not possible to schedule appointments outside of working hours, it is expected that every effort will be made to schedule the appointment at a time which would be the least disruptive to the operation of the employee's department.

Time lost for appointments will be charged against the sick leave entitlement of the employee.

When a medical certificate is requested, the Company will pay for the cost of any such certificate.

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## ARTICLE XI - BULLETIN BOARDS

- i 1.01 The Union will be allowed spaces on bulletin boards to be furnished by the Employer in a mutually satisfactory location on the premises for the purpose of posting notices regarding meetings and matters pertaining to the Union. Before posting, all notices shall be submitted to the Vice President, Human Resources for approval, which shall not be unreasonably withheld.



## ARTICLE XII • VACATIONS

- 12.01 An employee having more than one (1) year of continuous employment with the Company will be entitled to ten (10) working days' vacation with pay.
- 12.02 An employee with more than four **(4)** years but less than ten (10) years of continuous employment with the Company will be entitled to fifteen **(15)** working days' vacation with pay.
- 12.03 An employee with more than ten (10) years but less than nineteen (19) years of continuous employment with the Company will be entitled to twenty (20) working days' vacation with pay.
- 12.04 An employee with more than nineteen (19) years of continuous employment with the Company will be entitled to twenty-five (25) working days' vacation with pay.
- 12.05 An employee having more than twenty-five (25) years of continuous employment with the Company will be entitled to the following vacation days with pay:

25 years service	26 working days
26 years service	27 working days
27 years service	28 working days
28 years service	29 working days
29 years service	30 working days

After 29 years of continuous employment with the Company, an employee will accumulate one (1) day of vacation with pay for every subsequent year of employment.

- 2.06 The time at which the vacation of any employee shall be taken shall be at a time convenient to the Employer. The employee's selection of vacation timing will be met as stated in the vacation policy, provided that, in the opinion of the Employer, such selection will not prejudice the operation of the Company.
- 2.07 An employee may accumulate to one week of vacation entitlement, provided this is approved by the Employer in advance of the accumulation.
- 2.08 Employees will be paid vacation pay for the actual period of vacation time taken provided that written notice of vacation time has been given at least two (2) weeks in advance of the beginning of the vacation.
- 2.09 Reference should be made **to** the vacation policy **for** all other conditions relative to vacations not specifically covered by the Article.

## ARTICLE XIII - DESIGNATED AND FLOAT HOLIDAYS

13.01 The following designated holidays will be granted with pay to an eligible employee:

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

\*Should Heritage Day be designated a statutory holiday this day will revert to a float holiday as per 13.04

13.02 When any of the aforesaid holidays fall on other than a regular working day, the Company may designate another day upon which the said holiday will be celebrated in consultation with the Union.

### 13.03 ELIGIBILITY

An employee will not be eligible for pay on such holidays who,

- (a) has not worked three (3) months
- (b) Fails to work the full regular shift the day preceding or following the designated holiday, providing that an approved L.O.A. or lateness of up to one hour at the beginning of such shifts shall not cause the loss of such holiday pay. For the purpose of this clause only, such a designated holiday must be within the first thirty (30) working days of a continuous period of absence, except when in receipt of sick pay, maternity leave or W.C.B. benefits.

- (c) has agreed to work a designated holiday and, who without reasonable cause, fails to report for and perform the work.

#### 13.04 FLOATHOLIDAYS

In addition to the designated holidays detailed in Clause 13.01, an eligible employee will be granted a holiday with pay on three (3) float days each calendar year, which will be scheduled by the Company, in consultation with the Union.

#### 13.05 ELIGIBILITY - FLOATHOLIDAYS

Eligibility for such float holidays with pay shall be in accordance with Clause 13.03 (b) and (c).

#### 13.06 PAY - NORMAL

Pay for a designated or float holiday will be for the normal daily working hours at the straight time hourly rate.

#### 13.07 PAY - TEMPORARY TRANSFER

Should a designated or float holiday fall during a period when an employee is temporarily transferred and is in receipt of a higher rate of pay in accordance with Clause 14.10, then the higher rate will be paid for such day.

#### 13.08 WORK ON A DESIGNATED OR FLOATHOLIDAY

An eligible employee, who works on a designated or float holiday as detailed in Clauses 13.01 and 13.04, shall be paid, in addition to pay under Clause 13.06, at a rate equivalent to time and one half (1 1/2) for the hours worked on that day, except that double time (2) will be paid for all hours worked on Christmas Day, New Year's Day and Canada Day.

Any employee may waive payment under 13.06 and receive a day off in lieu for the holiday worked.

#### 13.09 DESIGNATED HOLIDAY OR FLOAT DAY DURING VACATION PERIOD

A designated holiday or float day falling within an employee's scheduled vacation will not be counted as vacation and the vacation day will be rescheduled on a day mutually agreed between the employee and supervisor.

#### 13.10 DESIGNATED HOLIDAY SUBSTITUTED TO ANOTHER DAY

When another day is substituted for a designated holiday, all conditions, such as eligibility, pay, work, etc., will only apply to the day on which the designated holiday is now recognized.

#### 13.11 LEAVES OF ABSENCE DESIGNATED HOLIDAYS

An employee will receive holiday pay if the designated holiday falls within the first thirty (30) working days of an approved leave of absence, except when in receipt of sick pay or W.C.B. benefits.

An employee who is eligible to return to work on a designated holiday following an approved leave of absence in excess of thirty (30) working days, will be paid for the holiday, provided the employee works the full regular shift following such holiday.

#### FLOAT HOLIDAYS

An employee will receive holiday pay for the float holidays in accordance with Clause 13.04, provided that the total remuneration (wages and benefits) for float holiday shall not exceed the normal straight time hourly earnings for the day.

#### 13.12 LAYOFF

For the purpose of this article only, an employee, who is laid off, will be regarded as being terminated.

#### 13.13 TERMINATION OF EMPLOYMENT

A terminated employee will not be eligible for payment for any designated holiday falling after the last day worked.

Notwithstanding the above, if a public holiday, as detailed in the Employment Standards Act, is substituted by another day, an employee will be paid for the day if terminated after the public holiday but before the substituted day.

## ARTICLE XIV - HOURS OF WORK, RATES OF PAY

14.01 The standard work week for the various categories of employees shall be thirty-seven and one half (37.5) hours.

The standard workday shall be seven and one half (7.5) hour. or as contemplated under Clause 14.02.

14.02 (a) All requests for changing of the work week will be channelled through the Vice President, Human Resources who will involve the Union Negotiating Committee for exploration and discussion of the factors necessitating such change. Every effort will be made to arrive at a mutually satisfactory conclusion. If and where possible the voluntary concept of change will be adopted.

(b) Where such changes require the addition of a shift or shifts, the necessary complement will be filled through new hires and volunteers whenever possible. When this is not possible, the shift will be staffed in reverse order of seniority with qualified employees from within the department and classification(s) required.

14.03 The wage rates set forth in Schedule "A" here to, with increases as set forth in such schedule, shall be paid during the life of this agreement.

14.04 Where the Employer wishes an employee to work overtime, the supervisor shall make best efforts to notify the employee as far in advance as is practicable.

14.05 Hours worked in excess of the standard work day of an employee or in excess of 37.5 hours per week inclusive of hours paid for sickness, vacation or holiday, shall be recognized as overtime and shall be paid at a rate equivalent to one and one-half (1.5) times the regular hourly or weekly rate for such employee provided that hours paid on a daily overtime basis shall not be counted toward entitlement for weekly overtime.

Time off in lieu of pay for overtime worked, at the employees' request, and with the agreement of the supervisor, shall be credited at the appropriate overtime rates. The time taken will be as mutually agreed upon between the employee and the supervisor.

Lieu time banked will not exceed one week.

14.06 Overtime hours worked on Sundays shall be paid at a rate equivalent to two (2.0) times the regular hourly rate.

Overtime hours worked on Saturdays shall be paid at a rate equivalent to one and one half (1.5) times the regular hourly rate.

14.07 Overtime shall be offered as fairly and equitably as practicable among the employees and the following general principles shall apply:

(a) It will be offered by seniority in the following order:

i/ to the employees in the department in the job classification who normally perform the **work**



- ii/ to the employees in the department in the same job category who can ~~perform~~ the work
- iii/ to other employees in the department capable of performing the work
- iv/ to any other employee capable of performing the work

- (b) Overtime will be equitably assigned within the classification with seniority employees having the right of first refusal. The Company agrees to maintain ~~an~~ overtime roster within each department to monitor this.
- (c) Employees for their part will use their best efforts to make themselves available for overtime ~~work~~ but will not be required ~~to~~ do so. Where the Company is unsuccessful in obtaining employees to work overtime on ~~an~~ emergency basis, then it will be assigned on a reverse ~~seniority~~ basis. ~~An~~ employee will not be required to work in emergency situations if the employee has a valid reason.

14.08 Employees who are called to work or who are scheduled to work overtime hours, provided such hours worked are not continuous with their normal hours of work shall be paid for the actual hours worked or four hours, whichever is the greater, at the applicable overtime rate of pay.

4.09 An employee required to be on standby shall receive standby pay in the amount \$2.50 per hour for each hour that the employee is actually on standby or until the employee is called in. If an employee is called back to work while on standby duty, the provisions of Clause 14.08 shall apply. For the purposes of the clause, "standby" is defined as a prearranged commitment between the Employer and the employee, that the employee will be available to be reached during the specified standby period and that, when called, the employee will be available to perform the duties required.

#### 4.10 **PAY DIFFERENTIAL AND BONUSES**

- (1) **Cold** room or incubator workers are to be paid a bonus of \$2.70 per day. The bonus will only be paid for the day providing the employee worked in the cold room or incubators for a minimum of three hours.
- (2) The cafeteria employees shall receive lunches at no cost to the employee.
- (3) A shift bonus of \$0.55 per hour will be paid to all employees for all continuous hours worked provided at least 50% of the shift hours worked are between 4:00 p.m. and 12:00 midnight, and \$0.60 per hour will be paid to all employees for all continuous hours worked provided at least 50% of the shift hours worked are between 12:00 midnight and 8:00 a.m.

The same principle will apply to hours actually worked in accordance with Clause 14.08.

- (4) An employee who has completed a regular work day and is telephoned at home by a supervisor or the person on duty at the Gate House, regarding a business matter at the Company, will be paid five dollars (\$5.00) for each call. This telephone premium will not be paid if the employee is required to report for duty under Clause 14.08.
- (5) An employee who continues to work more than two (2) hours of overtime immediately following scheduled hours of work shall be provided with a free meal.

## ARTICLE XV - UNION SECURITY

- 15.01 The Company agrees to deduct from the pay of each employee regular bi-weekly Union dues as determined by the Local Union, provided, however, that such deductions are in accordance with the Constitution and By-Laws of Local 1701, C.E.P.

The monies so collected will be remitted **to** the Secretary Treasurer of Local 1701 within ten (10) days of the date they were deducted and the list of names from whom such monies were deducted shall be issued monthly.

It is understood and agreed that the Union shall save the Company harmless from any and all claims which may be made against the Company by any employee for amounts deducted from wages as herein provided.

The Company further agrees to show on the T-4 slips of all employees the amount of Union dues deducted.

- 15.02 All employees who are presently Union members shall be required to maintain their Union membership and all new employees shall be required **to** become Union members. 'Presently' means as of the date of signing this memorandum of settlement.

## **ARTICLE XVI • CLASSIFICATION OF JOBS**

**16.01** The classification of a new job or reclassification of an existing job will only be done with the agreement of the union, by a Memorandum of Understanding and Agreement.

## ARTICLE XVII - JOB POSTING AND FILLINGS

17.01 When a vacancy occurs on any permanent job vacancy as defined in Clause 7.07 (h) and is not filled through the procedure as contemplated in Clauses 7.13 and 7.14, it shall be posted for (3) working days. The Union will be provided with a copy of such job posting one day prior to the date of posting.

(a) A seniority employee desiring the job will complete a Job Posting Request Form. Such requests will only be accepted up to twenty-four (24) hours following the completion of the job posting time limit as detailed in 17.01.

The green copy will be retained by the employee and the remaining three copies will be promptly forwarded to the Human Resources Department.

(b) An employee on an approved leave of absence may notify Human Resources in advance of the leave if they wish to be considered for any jobs which may be posted during their leave. The Company reserves the right to decline such a candidate should the time remaining on the leave prevent the candidate from commencing in the position as required.

(c) The Human Resources Department will forward the pink copies of the Job Posting Request Form together with all the relevant documents as defined in Article 17.06 to the Company official responsible for making the selection.

- (d) Selection will normally be made within three (3) working days from the closing time of such job posting and the pink copies of the Job Posting Request Form, will be returned to the Human Resources Department duly completed once the selection has been made.
- (e) The white and blue copies of the Job Posting Request Form will be completed by the Human Resources Department, then forwarded to the Union and the employee respectively. The Job Posting showing the name of the successful applicant will be exhibited for three (3) working days.

17.02 Applications from outside the bargaining unit and temporary employee applicants shall not be considered until it has been determined that there are no seniority, qualified bidders within the Bargaining Unit. If an open vacancy exists as defined in Clause 7.07 (i), temporary employees will be interviewed in order of seniority prior to external candidates, provided that their qualifications meet the requirements of the job specification.

Temporary employees with more than one (1) month remaining on their temporary contracts will be excluded from posting into permanent vacancies unless otherwise agreed to by the Company.

17.03 Applicants applying for a job posting shall be interviewed in seniority order. If they so request, applicants will be given at least twenty four (24) hours notice of the interview. The first applicant, who meets the requirements of the job specification and, in the considered opinion of the selection officer, could perform the job satisfactorily with on the job training as indicated within the training period indicated in the Skills & Knowledge Analysis, should be awarded the job.

17.04 A successful applicant will normally be transferred within one month of being accepted into the new position. Should the successful applicant not be moved within one month, such delays will be discussed with the Union and the applicant will be paid the appropriate rate of the job classification for which they were accepted.

17.05 An employee who has been accepted for a job through the job posting procedure, will not be considered for other jobs which the employee may have applied for unless the employee relinquishes the right to the job for which the employee was accepted.

Effective on the date of hire, a new employee will be ineligible to post for a job outside of their division for a period of one year.

Upon acceptance into a new job, through the job posting procedure, a seniority employee would be ineligible to apply for a posted position outside of their division for a period of one year, unless the position was filled through the lay off procedure.

17.06 The only documents that will accompany an application in response to a job posting for scrutiny by the Hiring Supervisor making the selection, will be the following:

- (a) Education and Training records
- (b) Record of Employment for the past ten (10) years.
- (c) Disciplinary notations issued during the previous twelve (12) months on approval by the Vice President, Human Resources.

17.07 The individual(s) who will be conducting the interview will be specified on the job posting.



## ARTICLE XVIII • TRANSFER

18.01 The Company may temporarily transfer any employee to a different job classification in a different Department or Division resulting from temporary operations requirements, provided the period shall not exceed ninety (90) working days unless such period of time is extended by agreement of the Company and the Union. At the end of the temporary transfer period, unless the time is extended by mutual agreement, the opening in the job classification shall be filled in accordance with the job posting procedure.

The employee temporarily transferred shall then be returned to the job classification or Division from which the transfer was made when the period of the temporary transfer is ended.

18.02 The ninety (90) day limitation shall not apply to cases resulting from leave of absence, illness or accident, or maternity leave provided that an employee may decline a transfer of more than ninety (90) working days. If in order of seniority, all employees decline the transfer, the Company will assign the junior employee who is qualified to perform the work in question.

18.03 In case of any transfer for more than one week the Company shall:

- (a) Notify the employee affected as soon as reasonably possible after the decision is made.
- (b) Explain the reasons for the transfer immediately or as soon thereafter as possible.

18.04 The employer shall not transfer as a disciplinary sanction.

- 18.05 An employee who is transferred, as per this agreement, shall be paid their rate or the starting rate of the classification to which transferred, whichever is higher.

In each and every job there is a prime activity(s) and the wage is determined by the skill, knowledge and ability required to perform this prime activity(s). Each and every job classification should have its own prime activity(s). However, in most jobs there are often more menial activities which require less skill, knowledge and ability than is required for the prime activity(s) of a lower classification.

Therefore on this understanding, claims under this clause will not be entertained unless the prime activity(s) is performed and the responsibility is accepted for such activity in a higher **job** classification.

The higher rate **of** pay will not be paid when **an** employee is undergoing training in a higher job classification, or for a period **of** less than half a day. This training will not exceed the training period indicated in the Skills & Knowledge Analysis.

## ARTICLE XIX - HEALTH AND SAFETY

19.01 In addition to complying with all applicable legislation the Company shall make all necessary and reasonable provisions for the safety and health of its employees at the work place.

To ensure the health and safety of employees, the Company will utilize engineering controls. Whenever this is not feasible, the Company shall furnish protective equipment and other safety devices in accordance with the legislation and its present practices.

Workers will use issued equipment in accordance with their responsibilities under current legislative and Company regulations.

The Union will co-operate with the Company in ensuring that employees comply with all safety regulations and policies. All employees are responsible for reporting unsafe conditions to the Company and taking such steps to remedy the same as properly directed by Management.

19.02 The parties agree to make every effort to improve and promote safety and health conditions in all ~~work~~ areas. The functions, powers and terms of reference of the Joint Health and Safety Committee shall be ~~as~~ outlined in the Occupational Health and Safety Act and the internal procedures for the committee will be as outlined in the working Guidelines for the Structure and Function of the Joint Health and Safety Committee dated June 4/91 or as amended from time to time under the procedure contemplated.

- (a) Two (2) bargaining unit members of the Joint Health and Safety Committee shall be certified as defined in the Occupational Health and Safety Act and its regulations. One certified member will be maintained at all times.
- (b) Only one (1) of the certified members shall be delegated to exercise the powers/responsibilities described in the act and its regulations at any given time.
- (c) The Company shall immediately be informed of any change in the member delegated through 19.02 (b). Such change shall only be for a valid absence from the worksite of the primary member or due to the primary member leaving the Committee.
- (d) Training for the certification of members of the Joint Health and Safety Committee shall be paid for by the Company and delivered by an organization which is approved by the Union.

19.03 The Joint Health and Safety Committee shall review all accident and occupational illness reports and any other relevant reports or studies. All accident and incident reports will be copied to the Chairperson of the C.E.P. Local 1701 Occupational Health and Safety Committee.

19.04 The Company will purchase appropriate foot protection on a once a year basis for the use of employees in those areas or classifications where such protection is deemed necessary. If such foot protection becomes unserviceable through normal usage, it will be replaced without regard to the length of time which has passed since purchase.

- 19.05** In all areas where required, the Company will provide adequate eye protection. For employees who are unable to wear goggles, the Company will supply safety glasses. Employees currently wearing prescription glasses will be provided with prescription safety glasses. The Company will also purchase any replacement lenses for such glasses should the Employee's prescription change.
- 19.06** It is understood that foot and eye protection purchased under the above arrangements remain the property of the Company and as such are for use during the periods of work which necessitate their use. Such items must not be removed from the Company property and should the Employee transfer into an area or classification in which their use is not mandatory, or if the Employee terminates, such items will be turned into the Company.
- 19.07** After each hour of continuous operation of a VDT, an employee shall spend ten minutes on an alternate activity.
- 19.08** (a) A pregnant employee whose normal duties may have a negative impact on her pregnancy, may request reassignment for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that the employee is pregnant.
- (b) Upon receipt of the written request specified in **19.08** (a), the Employer shall where possible, assign the employee to a vacancy provided that she is able to perform the required duties. The employee will retain her current rate of pay.

(c) Where it is not possible to assign an employee in accordance with 19.08 (b), the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence maternity leave.

19.09 Where an employee is required to work in an area which is at an elevated temperature, as defined by the American Council of Governmental and Industrial Hygienists, and a complaint is received by the Safety Department, the environment shall be evaluated for heat stress and this shall be referred to the Joint Health and Safety Committee for action.

19.10 No employee shall suffer wage loss due to a work refusal or work stoppage as per the Occupational Health and Safety act or its regulations. Any employee involved in a work stoppage or work refusal may be assigned alternative **work**.

## **ARTICLE XX - OCCUPATIONAL INJURY AND ILLNESS - WORKER'S COMPENSATION**

- 20.01 (a) **An** employee who is injured in the **course** of duties and is treated in the Health Centre, will **be** paid for **the** time lost while in the Health Centre. If the employee is sent home on the day of the incident, the **employee** will be paid straight time average earnings for the normal hours lost on **that day**.
- (b) The Employer will ensure that suitable transportation to and **from a medical** facility is provided for **a** worker injured on **the** job.
- 20.02 An employee who loses **time** as a result of **an industrial** injury or disease will be paid by the Company **an** amount equal to the benefit entitlement approved **by** the Workers' Compensation Board. Such **benefits** will **be** paid on the employee's normal pay day. Form-7 submitted to the W.C.B. will be suitably endorsed to the effect that all W.C.B. cheques should **be** made payable **to** the Company. Adjustments **will** be made as and when the Company is officially advised by the W.C.B. of the amount of the benefit which the employee has been **awarded**.

Employees are responsible for submitting all forms requested by the W.C.B. **with failure to comply** being **viewed as** abandonment **of** the claim.

**Employees will be required to repay the Company outstanding advances in the event that a claim is denied or abandoned.** In the case of denial, repayment will be required only after the appeals process **has been** exhausted.

- 20.03 An employee will be regarded as being on a Leave of Absence during any period of absence in accordance with this Article XX.
- 20.04 The Union will receive a copy of all W.C.B. Form-7 which are submitted on behalf of its members.
- 20.05 The Company shall inform the W.C.B. of any wage increase which may affect the benefits paid to any injured member.
- 20.06 The Company shall maintain all benefits currently paid for by the Company for an employee who is receiving Workers Compensation lost-time benefits. The employee will continue to pay their portion of benefit contributions.
- 20.07 The Company agrees that every employee who suffers injury by accident or illness arising out of and in the course of employment (within the meaning of the Workers' Compensation Act) shall be reinstated in the position held on the date of injury or provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date. The Company agrees further to modify the job if necessary to comply with the employee's capabilities.





## ARTICLE XXI - DURATION OF AGREEMENT

21.01 This agreement shall be effective from October 1, 1993, to September 30, 1995 and from then, year to year thereafter unless either party requests negotiation of a new agreement, giving written notice to the other party not less than sixty (60) days before the date of termination of this agreement, in each subsequent year.

The parties shall meet as soon as practicable after a notice to bargain has been given and commence to negotiate a new agreement.

Duly executed by the parties hereto at Toronto, Ontario, this 25th day of August, 1993.

**C.E.P., Local 1701**

**CONNAUGHT  
LABORATORIES LTD.**

D. van Nostrand  
R. Land  
R. Gardner  
S. Auger

J. E. Harack  
R. Widdis  
S. Sanhueza  
P. Green  
P. Austin

## SCHEDULE "A" - CATEGORIES, CLASSIFICATION AND WAGES

1.
  - (a) Effective 1 October 1993 a wage increase of 2% (two percent) shall be paid to all employees.
  - (b) Effective 1 October 1994 a wage increase of 2% (two percent) shall be paid to all employees.
2.
  - (a) The schedule of wages will be based on the length of active service in the job, as shown in the following schedule with rates for 0-12 months and 12+ months.
  - (b) Employees posting into a job classification which is at a lower wage rate than their current classification will post in at the 12+ month increment.
  - (c) An employee posting into a job classification which has been previously held will be paid at a rate which reflects the months of service previously completed in that classification.

An employee who moves to a job in the same group, with the same base rate, shall remain at the same pay level and time shall accumulate as if no job change had taken place.

**SCHEDULE "A"**

**HOURLY RATES  
OCTOBER 1, 1993**

**MONTHS OF SERVICE**

		<b>ENTRY RATE (0-12)</b>	<b>JOB RATE (12 +)</b>
LABOUR CLASS			<b>CATEGORY A - LABORATORY GROUP 1</b>
501	TECHNICALSTUDENT	14.38	-
502	TECHNICIAN	15.43	16.24
503	ADV. TECHNICIAN	17.69	18.62
504	TECHNOLOGIST	20.24	21.30
506	TECHNICALGROUPEADER	22.99	24.20
606	TECHNICALADMINISTRATOR	20.24	21.30
LABOUR CLASS			<b>CATEGORY B - PRODUCTION GROUP 2</b>
507	AUTOCLAVE OPERATOR	13.66	14.38
511	SHIPPER	15.14	15.94
512	STOREPERSON-RECEIVER	15.14	15.94
514	PLANT OPERATOR	15.43	16.24
515	ASSIST. STOREKEEPER	17.30	18.21
518	GROUPEADER - SHIPPING	19.84	20.88

		ENTRY RATE (0-12)	JOB RATE (12 +)
LABOUR CLASS			
	CATEGORY C - AN SERVICES GROUP 6		
20	ANIMAL HLTH. TECHNICIAN	15.14	15.94
22	ADV. ANIMAL HLTH. TECHNICIAN	16.96	17.85
25	ANIMAL HLTH. TECHNOLOGIST	18.76	19.75
26	ANIMAL HLTH. G.L.	20.99	22.09
27	ADV. ANIMAL HLTH. TECH.	20.62	21.70
28	ANIMAL HLTH. G.L.-PRIMATE	22.98	24.19

LABOUR CLASS			
	CATEGORY D - F & P GROUP 14		
31	OPERATOR	12.56	13.22
32	ADMIN. SUPPORT PKG.	14.35	15.11
41	FILLING SUPPORT OPERATOR	14.03	14.77
33	FILLER	14.72	15.49
34	UTILITY PERSON (PKG.)	14.03	14.77
35	ASSISTANT G.L.	16.22	17.07
37	GROUP LEADER	18.44	19.41
36	PKG. MECHANIC A	15.14	15.94
39	PKG. MECHANIC B	16.58	17.45
40	PKG. MECHANIC C	19.12	20.13

	<b>ENTRY RATE (0-12)</b>	<b>JOB RATE (12 +)</b>
<b>LABOUR CLASS</b>	<b>CATEGORY E - OFFICE GROUP 14</b>	
562 DATA ENTRY ADMIN.	15.14	15.94
545 ACCOUNTING ADMIN. I	15.14	15.94
551 ACCOUNTING ADMIN. II	16.96	17.85
552 ADMIN. SUPPORT II	15.14	15.94
565 ADMIN. SUPPORT III	17.30	18.21
566 LIBRARY ADMINISTRATOR	17.30	18.21
611 SYSTEM ADMINISTRATOR	18.05	19.00
617 ADMINISTRATIVE CO-ORD.	18.05	19.00
618 ADMINISTRATIVE G.L.	18.76	19.75

<b>LABOUR CLASS</b>	<b>CATEGORY F - SERVICE GROUP 27</b>	
569 DIETARY ASSISTANT	12.56	13.22
570 CLEANER	13.31	14.01
571 CLEANER L.H.	18.44	19.41
573 MAIL CLERK DRIVER	14.35	15.11
575 DRIVER	15.88	16.72
576 UTILITY PERSON	15.88	16.72
605 UTILITY PERSON DRIVER L.H.	18.44	19.41

	<b>ENTRY RATE (0-12)</b>	<b>JOB RATE (12 +)</b>
ABOUR :LASS		
		CATEGORY G - TRADES GROUP30
02 MAINT. SERVICE DRIVER	14.35	15.11
04 MAINT. SERVICE PERSON	16.96	17.85
32 SHEET METAL WORKER	20.24	21.30
33 CARPENTER	19.12	20.13
39 CARPENTER L.H.	21.69	22.83
55 ELECTRONIC TECHNICIAN	20.24	21.30
34 ELECTRICIAN	20.24	21.30
90 ELECTRICIAN L.H.	22.99	24.20
35 PLUMBER	20.24	21.30
91 PLUMBER L.H.	22.99	24.20
36 STEAMFITTER	20.24	21.30
12 STEAMFITTER L.H.	22.99	24.20
37 MACHINIST	20.24	21.30
92 MACHINIST L.H.	22.99	24.20
07 REFRIGERATION MECHANIC	20.24	21.30
96 REFRIGERATION MECH. L.H.	22.99	24.20
16 HVAC TECHNICIAN	16.96	17.85
15 HVAC LEAD HAND	22.99	24.20

**SCHEDULE "A"**

**HOURLY RATES  
OCTOBER 1, 1994**

**MONTHS OF SERVICE**

		<b>ENTRY RATE (0-12)</b>	<b>JOB RATE (12 +)</b>
<b>LABOUR CLASS</b>	<b>CATEGORY A - LABORATORY GROUP 1</b>		
501	TECHNICAL STUDENT	14.67	-----
502	TECHNICIAN	15.73	16.56
503	ADV. TECHNICIAN	18.04	18.99
504	TECHNOLOGIST	20.64	21.73
506	TECHNICAL GROUP LEADER	23.45	24.68
606	TECHNICAL ADMINISTRATOR	20.64	21.73
<b>LABOUR CLASS</b>	<b>CATEGORY B - PRODUCTION GROUP 2</b>		
507	AUTOCLAVE OPERATOR	13.94	14.67
511	SHIPPER	15.45	16.26
512	STORE PERSON-RECEIVER	15.45	16.26
514	PLANT OPERATOR	15.73	16.56
515	ASSIST. STOREKEEPER	17.64	18.57
518	GROUP LEADER - SHIPPING	20.24	21.30

		<b>ENTRY RATE (0-12)</b>	<b>JOB RATE (12 +)</b>
LABOUR CLASS			
	CATEGORY C - AN SERVICES GROUP6		
'20	ANIMAL HLTH. TECHNICIAN	15.45	16.26
'23	ADV. ANIMAL HLTH.TECHNICIAN	17.30	18.21
	ANIMAL HLTH.TECHNOLOGIST	19.14	20.15
'26	ANIMAL HLTH. G.L.	21.40	22.53
'27	ADV. ANIM. HLTH. TECH.	21.02	22.13
'28	ANIMAL HLTH. G.L.-PRIMATE	23.44	24.67

LABOUR CLASS			
	CATEGORY D - F & P GROUP14		
'31	OPERATOR	12.81	13.48
32	ADMIN. SUPPORT PKG.	14.64	15.41
41	FILLING SUPPORT OPERATOR	14.32	15.07
33	FILLER	15.01	15.80
34	UTILITY PERSON (PKG.)	14.32	15.07
35	ASSIST. G.L.	16.54	17.41
37	GROUP LEADER	18.81	19.80
36	PKG. MECHANIC A	15.45	16.26
39	PKG. MECHANIC B	16.91	17.80
40	PKG. MECHANIC C	19.50	20.53



		<b>ENTRY RATE (0-12)</b>	<b>JOB RATE (12 +)</b>
LABOUR CLASS		CATEGORY E - OFFICE <b>GROUP 14</b>	
562	DATA ENTRY ADMIN.	15.45	16.26
545	ACCOUNTING ADMIN. I	15.45	16.26
551	ACCOUNTING ADMIN.II	17.30	18.21
552	ADMIN. SUPPORTII	15.45	16.26
565	ADMIN. SUPPORTIII	17.64	18.57
566	LIBRARY ADMINISTRATOR	17.64	18.57
611	SYSTEM ADMINISTRATOR	18.41	19.38
617	ADMINISTRATIVE CO-ORD.	18.41	19.38
618	ADMINISTRATIVE G.L.	19.14	20.15

LABOUR CLASS		CATEGORY F - SERVICE <b>GROUP 27</b>	
569	DIETARY ASSISTANT	12.81	13.48
570	CLEANER	13.58	14.29
571	CLEANER L.H.	18.81	19.80
573	MAIL CLERK DRIVER	14.64	15.41
575	DRIVER	16.20	17.05
576	UTILITY PERSON	16.20	17.05
605	UTILITY PERSON DRIVER L.H.	18.81	19.80

LABOUR CLASS	ENTRY RATE (0-12)	JOB RATE (12 +)
	CATEGORY G - TRADES GROUP 30	
502 MAINT. SERVICE DRIVER	14.64	15.41
504 MAINT. SERVICE PERSON	17.30	18.21
582 SHEET METAL WORKER	20.64	21.73
583 CARPENTER	19.50	20.53
589 CARPENTER L.H.	22.13	23.29
595 ELECTRONIC TECHNICIAN	20.64	21.73
584 ELECTRICIAN	20.64	21.73
590 ELECTRICIAN L.H.	23.45	24.68
585 PLUMBER	20.64	21.73
591 PLUMBER L.H.	23.45	24.68
586 STEAMFITTER	20.64	21.73
512 STEAMFITTER L.H.	23.45	24.68
537 MACHINIST	20.64	21.73
592 MACHINIST L.H.	23.45	24.68
507 REFRIGERATION MECHANIC	20.64	21.73
596 REFRIGERATION MECH. L.H.	23.45	24.68
516 HVAC TECHNICIAN	17.30	18.21
515 HVAC L.H.	23.45	24.68

## SCHEDULE "B" - BENEFITS

### 1. LONG **TERM** DISABILITY PLAN

The Employer will pay 100% of the costs of the long term disability insurance plan which provides benefits equal to 70% of the basic wage (to a maximum of \$3,000 per month). Employees drawing benefits will be eligible for an annual adjustment.

### 2. HEALTH INSURANCE PLAN

The Employer will pay the Provincial Health Tax.

### 3. PENSIONS

The Employer will include in its pension plan, subject to regulations governing such plan, all employees covered by this agreement who qualify in accordance with such regulations. Each employee will be given an annual financial statement of standing in regard to the Pension Plan.

The core of the Pension Plan material is available in the personalized Benefits Booklets. The Plan Text is also available to any employee who wishes to view this Document.

4. **GROUP LIFE INSURANCE**

The Employer shall provide basic group life insurance for each employee of 2 (two) times their salary.

The Employee may voluntarily have additional coverage to a maximum of \$200,000 dollars. The Company will introduce a new optional plan.

Group life insurance of \$5,000 for the employee's spouse and \$2,500 coverage for each dependant child will be provided by the Employer.

5. **SICK LEAVE PLAN**

(a) Sick leave eligibility shall accumulate at the following schedule:

7 days in the fourth to twelfth month of employment.

10 days in the second year of employment.

15 days in the third year of employment.

(b) Commencing the fourth year of continuous service, employees are eligible to receive their basic weekly salary in the event of illness until such time as they qualify for Long Term Disability Insurance benefits. The maximum continuous sick leave payment is therefore 3 months. Sick leave eligibility is fully reinstated upon the employee's return to active work following a period of illness for which sick benefits have been paid, provided that periods of disability due to the same cause will be treated as the same period of disability unless the employee has recovered and returned to full-time work performing the full duties of their job, for a period of three (3) months.

(c) Commencing the tenth year of continuous service, employees are eligible to receive their weekly salary in the event of illness until such time as they qualify for Long Term Disability Insurance benefits. The maximum continuous sick leave payment is therefore 6 months. Sick leave eligibility is fully reinstated upon the employee's return to active work following a period of illness for which sick benefits have been paid, provided that periods of disability due to the same cause will be treated as the same period of disability unless the employee has recovered and returned to full-time work performing the full duties of their job, for a period of three (3) months. The Employer reserves the right to have Sick Leave absence certified by medical certificate, or equivalent satisfactory proof. Sick Leave payments will cease when a Long Term Disability Claim has been accepted or rejected.

(d) Compassionate Leave

Sick days for Compassionate Leave shall be granted to a maximum of three days per year. This benefit is designed to address issues arising from sick children, elder care, and other compassionate issues.

## 6. DENTAL PLAN

Effective the first of the month following the date of the signing of this agreement, the Employer will pay 80% of the premiums of the Dental Insurance Plan based on the current Ontario Dental Association Schedule of Fees. An employee who does not wish to be insured on the date on which first eligible, will have to satisfy a six month eligibility period from the date of application, if wishing to join the Plan at a later date.

7. OPTICAL PLAN

When eyeglasses or contact lenses are purchased, provided they are obtained on a written prescription by a qualified practitioner recognized by the Provincial Health Insurance Commission to perform eye examinations, the plan will provide a benefit of up to a total amount of \$100.00 (one hundred dollars) for the employee and each of the dependents in any period of 12 (twelve) consecutive months.

8. EXTENDED HEALTH

Effective the first of the month following the date of signing this agreement, the Employer will pay 100% of the premiums for the Extended Health Care plan.

Effective one month after the signing of this agreement, the Employer will pay 100% of the premiums for a Pre-Administered Extended Health Care plan employing the current benefits.

9. ELIGIBILITY FOR SCHEDULE "B" BENEFITS

All employees are eligible for the above Benefits, items 1 to 8, on the first of the month following the day on which they achieve seniority.

The Company will recognize a same sex spouse for all benefits pertaining to Schedule "B".

10. SICK LEAVE & LONG TERM DISABILITY PLANS - SUBROGATION

Where an employee or dependent receives Sick Pay or L.T.D. Benefits or payments for surgical or medical expenses by

reason of bodily injury or sickness in respect of which some third party is under legal liability, the Company or Insurer at the Company's option shall be subrogated to the employee's dependent's right to compensation for the cost of benefits and/or services provided in respect of such bodily injury or sickness to the extent of the amount paid by the Company or Insurer whether directly or indirectly, or through coverage provided by the Insurance policy, in respect thereof, and the employee by acceptance of the benefits will undertake that the employee or the dependent so entitled to compensation shall prosecute such claim against the Third Party at the expense of, and to the extent directed by the Company and pay over to the Company what it is entitled to receive as aforesaid together with any expenses it may have paid or incurred, from any monies recovered from such Third Party and the employee or the dependent will do all acts and execute all documents necessary to permit the Company to obtain the benefit of this Clause.

Any employee who is involved in a Third Party accident where recovery of Company paid benefits are required under this clause, may contact the Human Resources Department for advice and if necessary and requested, the Company will recommend the services of a solicitor to assist in the employee's claim settlement.

Costs for the recovery of the Company's portion of the claim will be borne by the Company and costs for the employee's personal claims will be borne by the employee.

It is understood by the above procedure that the Company cannot be held responsible or liable for any resulting claims as the solicitor would be acting on behalf of the employee for personal recovery of costs involved in the accident.

## SCHEDULE “C” - ALTERNATIVE WORK SCHEDULES

This schedule details job sharing, part-time work agreement, weekend work crew and flextime.

### JOB SHARING

- 1.0 (a) Any two employees doing similar work may propose to share a full-time job. Such arrangements will be subject to Management and Union approval, taking into account the needs of both the employees involved and the Company.
- (b) Employees involved in job sharing arrangements shall, for the duration of the arrangement, be classified as regular part-time employees and shall be covered by the part-time article in this contract.
- (c) **If one** of the employees participating in a **job** sharing arrangement leaves the employ of the employer or returns to a full-time position, the other participant must fill the former job shared position on a full-time basis until Human Resources finds the employee an alternate partner.
- (d) This work schedule shall be implemented at the time of the first employee request for job sharing and shall be reviewed six (**6**) months following the implementation.



## PART-TIME

### 2.01 PURPOSE AND INTENT

The intent of the article is to modify or provide alternative work schedules and is not intended to replace full-time jobs on a permanent basis.

2.02 This article is intended to apply to permanent part-time employees only. The understanding contained in this Article shall supersede certain standing provisions of the Collective Labour Agreement, only as they apply to an employee employed on a part-time basis. It is further understood that this Agreement is necessary to clarify the conditions and terms of employment under which an employee will work part-time.

### 2.03 WORK WEEK

For the purpose of part-time workers the normal work week shall be the Standard Work Week of thirty seven and one half (37 1/2) hours.

### 2.04 HOURS OF WORK AND RATES OF PAY

The normal hours of work for the part-time employees shall be a maximum of seven and one half hours (7 1/2) per day to a maximum of twenty four hours (24) per week, or as mutually agreed between the Union and the Company and the employee.

Payments for such hours will be at straight time and in accordance with the rate structure established in Schedule "A".

## 2.05 OVERTIME HOURS AND PAY

An employee must make oneself reasonably available for overtime if required. Payment for overtime hours in excess of seven and one half hours (7 1/2) on any day Monday to Friday or any hours in excess of thirty seven and one half (37 1/2) in a week will be paid at the rate of time and one half (1 1/2).

## 2.06 LEAVE OF ABSENCE WITH PAY

- (a) An employee who through the death of the relationships as defined in clause 10.01 a) of Article X who find it necessary to be absent from the normal scheduled shifts will be granted a leave of absence with pay at straight time.
- (b) Should the funeral occur on an employees scheduled shifts for all other relationships as defined in clause 10.01 b) of Article X the employee will be granted a leave of absence of pay at straight time for the day.

## 2.07 DESIGNATED HOLIDAYS

Apart-time employee will be granted the following designated holidays with pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

For the purpose of this Clause they will be observed on the specific date or day on which they fall unless negotiated otherwise.

2.08 **An employee will be allowed leave of absence with pay at straight time for the following reasons and amount of time:**

Marriage of the employee	Two (2) days
Birth of a Child (Paternity Leave)	One (1) day
Adoptive Leave*	One (1) day

\* See Clause 9.02 of Article IX.

2.09 A part-time employee is ineligible for jury duty pay unless specifically required to serve on a jury during normal scheduled days of work. In such cases, the provisions of Clause 10.03 of Article X will apply.

#### 2.10 JOB POSTING AND FILLING

A part-time job will be posted in accordance with Article XVII.

#### 2.11 LAYOFF AND RECALL PROCEDURE

Due to the fact that the part-time concept is totally voluntary, no full-time employee will be forced to work part-time.

2.12 A full-time employee who is in a layoff status may displace a part-time employee in accordance with Clause 7.10 of Article VII.

2.13 Payment in accordance with Clauses 2.07, 2.08, and 2.09 will not be considered as time worked for overtime purposes.

2.14 A part-time employee who is in a layoff status may only displace another part-time employee in accordance with the principle of Clause 7.10 of Article VII.

2.15 Recall procedure will be in accordance with Clauses 7.12, 7.13 and 7.14 of Article VII.

2.16 Part-time employees will be eligible for benefits as they attain seniority according to Article 8.01 and 8.02.

1. Long term Disability Plan - As per Schedule

2. The Company will pay the Provincial Health Tax.

3. Sick Leave Plan

Sick leave eligibility shall accumulate at the following schedule:

4th to the 12th month of employment- 21 hours

2nd year of employment- 30 hours

3rd year of employment- 45 hours

4th year of employment- 195 hours

10th year of employment- 390 hours

4. Vacation Entitlement

Vacation entitlement follows the following prorated schedule:

4th month to the 4 year of employment- 4%

4th year but less than 10 years- 6%

10th year of but less than 19 years- 8%

19th year and on- 10%

5. 100% Extended Health Care Plan

6. Dental Plan

Prorated according to the number of hours worked rounded to the nearest (1) one per cent above. i.e. Normal work week 10 hours.

$(10 / 37 \frac{1}{2} \text{ of } 80\% = 21.33)$  Company will pay 22% of the monthly premium.

7. Life Insurance - 100% Company paid

8. Pension Plan Eligibility

- (a) The employee shall have worked at least 700 hours in each of two consecutive calendar years or have earned at least 35% of the CPP Maximum Salary applicable to such years, or if employee is employed for more than 24 hours a week, in which event such employee will be considered a full-time employee for pension purposes.

**WEEKEND WORK CREW**

3.01 PURPOSE AND INTENT

The object of this Agreement is three fold and is intended to address the following:

- (a) to increase the efficiency of the operation to better protect the security of all employees.
- (b) to recognize and assist the plight of the laid-off employees and the unemployed.
- (c) to afford the opportunity for pre-training for permanent openings in the weekday operation.

It is not designed to replace full-time weekday employees with part-time weekend employees on a permanent basis.

- 3.02 The understandings contained in this Article shall supersede certain standing provisions of the Collective Labour Agreement, only as they apply to an employee employed as part of the weekend work crew. It is further understood that this Agreement is necessary to clarify the conditions and terms of employment under which an employee will work on weekend work crew.
- 3.03 It is understood that the Company may institute or discontinue such weekend work shifts at their discretion in reaction to business and market conditions and the improvement of efficiency in any specific area or department.
- 3.04 Seniority for the purpose of the schedule will be as defined in Article VIII.

#### WORK WEEK

- 3.05 For the purpose of this weekend work crew agreement, the week shall be the seven (7) day period commencing at 12:01 a.m. Saturday to midnight Friday, and the normal work week shall be 12:01 a.m. Saturday to midnight Sunday.

#### 3.06 HOURS OF WORK AND RATE OF PAY

The normal hours of work for the weekend crew will be a minimum of eight (8) hours to a maximum of twelve (12) hours per day Saturday and Sunday and a minimum of sixteen (16) hours to a maximum of twenty four (24) hours per work week, depending on the operation. Payments for such hours will be at straight time in accordance with the rate structure established in Schedule "A".

### 3.07 OVERTIME HOURS AND PAY

**An** employee should make themselves readily available to work up to seven and one half (7-1/2) hours on any day Monday to Friday up to a total of thirty seven and one half (37-1/2) hours for the week.

Payment for overtime hours in excess of the normal shift on a Saturday or Sunday or in excess of seven and one half (7-1/2) hours on any day Monday to Friday or any hours in excess of thirty seven and one half (37-1/2) hours in a week will be paid at the rate of time and one half.

### 3.08 LUNCH AND BREAK PERIODS

Such periods will be recognized on the basis of two (2) paid break periods of fifteen (15) minutes each and a thirty (30) minute unpaid lunch period.

### 3.09 DESIGNATED HOLIDAYS

A weekend work crew employee will be granted the following designated holidays with pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, ~~Christmas~~ Day and Boxing Day.

For the purpose of this Clause they will be observed on the specific date or day on which they fall unless negotiated otherwise.

**An** employee on the weekend work crew will receive the rate pay for the hours of the normal shift for all such holidays which fall on a weekday Monday to Friday. Should a holiday fall on a Saturday or a Sunday, a weekend crew employee will be expected to work on such a holiday and will be paid time and one half (1-1/2) for all hours worked.

The foregoing provisions concerning payment for designated holidays shall not apply unless the employee works the full regular shift immediately preceding and immediately following each holiday, provided that lateness of up to one hour at the beginning of such shifts shall not cause the loss of such holiday pay. An approved leave of absence or sick leave shall not deprive an employee of payment for such holiday.

### 3.10 VACATIONS

Vacation entitlement follows the following prorated schedule:

4th month to the 4th year of employment-	4%
4th year but less than 10 years-	6%
10th year of but less than 19 years-	8%
19th year <b>and</b> on-	10%

An employee shall be expected to take vacation during the departmental shutdown unless otherwise agreed by the Department Manager. If there is not a declared departmental shut down an employee may not take more than two weeks' vacation regardless of entitlement but will be paid in lieu of time off for additional vacation periods.

### 3.11 LEAVE OF ABSENCE WITHOUT PAY

The conditions of Article IX shall apply.

### 3.12 LEAVE OF ABSENCE WITH PAY

- (a) An employee who through the death of the relationship as defined in Clause 10.01 (a) of Article X who find it necessary to be absent from the normal scheduled weekend shift will be granted a leave of absence with **pay** at straight time.



(b) Should the funeral occur on an employee's scheduled weekend shift for all other relationships as defined in Clause 10.01 (b) of Article X, the employee will be granted a leave of absence with pay at straight time for the day.

3.13 **An** employee will be allowed leave of absence with pay at straight time for the following reasons and amount of time:

Marriage of the employee	Two (2) days
Birth of a Child (Paternity Leave)	One (1) day
Adoptive Leave*	One (1) day

\* See Clause 9.02 of Article IX.

3.14 A weekend work crew employee is ineligible for jury duty pay unless specifically required to serve on a jury during normal weekend scheduled days of work. In such cases, the provisions of Clause 10.03 of Article X will apply.

3.15 The provisions of Clause 10.04 of Article X will not apply to a weekend crew employee.

3.16 Payment in accordance with Clauses 3.11, 3.12, 3.13 will be considered as time worked for overtime purposes.

3.17 **JOB POSTING AND FILLING**

(a) The weekend crew job will be posted in accordance with Article XVII of the Collective Labour Agreement.

(b) Weekend work crew employees may post into full time positions in accordance with Article XVII of the Collective Labour Agreement.

- (c) The seniority date for interview purposes will be based on hourly prorated service.
- (d) Weekend work crew employees who are successful in posting into full time positions will have their seniority based on hourly prorated service.

### 3.18 LAYOFF AND RECALL PROCEDURE

Due to the fact that the weekend work crew concept is totally voluntary, no weekday employee will be forced to work on the weekend work crew.

- 3.19 A weekday employee who is in a layoff status may bump a weekend work crew employee in accordance with Clause 7.10 of Article VII.
- 3.20 A weekend work crew employee who is in a layoff status may only bump another weekend work crew employee in accordance with the principle of Clause 7.10 of Article VII.
- 3.21 Recall procedure will be in accordance with Clauses 7.12, 7.13 and 7.14 of Article VII.

### 3.22 ATTENDANCE POLICY

It is the responsibility of each and every employee to report to work on time for the scheduled shift. It is further recognized that an employee whose work week is normally only two (2) days must of necessity report for work on a regular basis. It is recognized that should an employee be absent for whatever reason, that the Company should be notified as soon as possible so that no unnecessary burden is placed on coworkers who must cover for the absence or on supervisory personnel who are responsible for scheduling the operation.

Failure to notify the Company as detailed above unless there is an acceptable reason will be grounds for termination of employment.

### 3.23 BENEFITS

Part-time employees will be eligible for benefits as they attain seniority according to Article 8.01 and 8.02.

1. Long term Disability Plan - As per Schedule.
2. The Company will pay the Provincial Health Tax.
3. Sick Leave Plan.

Sick leave eligibility shall accumulate at the following schedule:

4th to the 12th month of employment-	21 hours
2nd year of employment-	30 hours
3rd year of employment-	45 hours
4th year of employment-	195 hours
10th year of employment-	390 hours

4. 100% Extended Health Care Plan
5. Dental Plan

Prorated according to the number of hours worked rounded to the nearest (1) one percent above. i.e. Normal work week 10 hours.

**(10 / 37 1/2 of 80% = 21.33)**

Company will pay 22% of the monthly premium.

6. Life Insurance - 100% Company paid
7. Pension Plan Eligibility
  - a) The employee shall have worked at least 700 hours in each of two consecutive calendar years or have earned at least 35% **of** the CPP Maximum Salary applicable **to** such years, or if employee is employed for more than 24 **hours** a week, in which event such employee will be considered a full time employee for pension purposes.

## **FLEX-TIME**

The Company and the Union recognize both the need to maximize productivity and operating efficiency while recognizing the needs of employees for flexibility in work schedules.

Accordingly, the parties agree to adopt on a trial basis a flexible working hours arrangement which, to be deemed successful, meets the Company's business and operating needs while maximizing job flexibility as far as is practicable. The flexible working hours arrangement (Flextime) will include the following key features:

1. Core Time - A block (or blocks) of time during which everyone must be present on the job. This may vary from division to division or department to department.
2. Flex Time - Flexible bands during which employees can, subject to receiving permission from their Divisional Director, commence and/or leave work, as the case may be. This also may vary from division to division or department to department.
3. Work Week - It is understood that the implementation of Flextime will not affect the standard work week of 37 1/2 hours. Departments may however, subject to the approval of the Divisional Director, select one of the following work week schedules to which core times and flexible bands will be assigned:

### Schedule I

Five days per week at 7.5 hours per day scheduled between 6:00 AM and 6:00 PM. Earliest starting shift to be 6:00 AM - 2:00 PM; latest starting shift to be 10:00 - 6:00 PM.

### Schedule II

Four days per week: 9.5 hours per day Monday - Wednesday; 9 hours on Thursday, this shall be subject to Ontario Ministry of Labour.

### Schedule III

Four and a half days per week: 8.25 hours per day Monday -Thursday: 4.5 hours on Friday.

4. Overtime -Overtime hours worked by employee and required approved by the supervisor shall be paid at time and one half. However, overtime will be defined in accordance with the flextime schedule selected from those schedule listed in #3 above.

### Overtime Schedules

- I Overtime will be paid in excess of 7.5 hours per day or 37.5 hours in a week.
  - II Overtime will be paid in excess of 9.5 hours Monday to Wednesday inclusive, and in excess of 9 hours on Thursday.
  - III Overtime will be paid in excess of 8.25 hours Monday to Thursday-inclusive, and 4.5 hours on Friday.
5. Adequate Backup - Employees and supervisors must agree on appropriate work schedules which ensure that the required work is done as scheduled. This will include reaching understandings to ensure that capable and qualified employees are on the job at the times required by the supervisor.

6. Determination of Starting and Quitting Times - Employees will be asked for their input in determining their individual starting and quitting times. Such schedules must be approved by the employee's Divisional Director prior to implementation.
7. Termination of Trial Period - The Company or Union can terminate the flexible working hours arrangement on the issuance of thirty (30) days written notice.
8. Implementation - This schedule will be implemented within six months of ratification and the mechanisms for implementation will be developed by the Company and discussed with the Union.

## LETTER OF UNDERSTANDING AND AGREEMENT

Subject: Informal Performance Review Guidelines  
September 18, 1991

This process is intended to be informal and voluntary. The review will not be recorded on a performance appraisal form and no discipline will follow. The goal of the review is to provide feedback on job performance. It should take place on an annual basis. Interview guidelines will include:

1. Emphasize the positive aspects of the employee's performance.
2. Identify where employee is performing effectively and give specific examples.
3. Formulate positive goals to assist the employee to function more effectively.
4. Identify specific actions to improve performance, if necessary.
5. Conduct session in private with no interruptions.
6. Emphasize willingness to assist the employee's efforts to improve performance.



**Subject: Card Access System  
September 18, 1991**

**The card access system will not be used for daily time reporting. All requests for data generated by the system will be made by the Vice President, Human Resources. When data is used to verify times in dispute, for bargaining unit members, the Union will be notified.**

Subject: Video Surveillance Equipment  
September 30, 1991

In response to your concerns about the use of video surveillance equipment on Company premises, the Company will only use such devices for the following purposes:

- (a) security of the property perimeter
- (b) monitoring construction sites and building exteriors after normal working hours
- (c) checking procedures during production
- (d) training of employees

It is recognized that circumstances other than those detailed may arise. The Company and the Union will discuss these circumstances and reach an agreement on the utilization of video surveillance equipment prior to its implementation.

The Union and affected employees will be notified prior to the introduction of video surveillance equipment and video surveillance equipment will not be used indiscriminately.

Subject: Health and Safety Training  
September 18, 1991

Connaught Laboratories Limited is committed to providing and maintaining safe and healthy working conditions. Part of this commitment is the development and implementation of training and education programs aimed at the reduction, prevention or control of injuries.

- a) Health and Safety I courses, offered through accredited educational institutions, will be paid for by Connaught Laboratories Limited through the educational assistance program.
- b) Health and Safety II courses will be offered at Connaught. C.E.P. Local 1701 will choose 6-8 members to receive training, for each course.

Courses will be scheduled during normal company hours of operation and attendees will be paid at their normal rate of **pay**.

Health and Safety **11**; Committees: will be accredited through the program established by the Workers Centre and George Brown College.

- c) Trainers for Health and Safety II will be accredited through the program established by the Workers Centre and George Brown College.

Subject: Health and Safety  
July 22, 1993

The Union and the Company recognize that excessive heat and humidity can affect productivity and efficiency. In order to address this issue and clarify any actions required, this letter will serve as an adjunct to the existing CLA Article 19.09.

1. Connaught-specific guidelines will be developed as adjuncts to existing A.C.G.I.H. standards to define acceptable working levels of heat/humidity. These guidelines will be developed by the Joint Health and Safety Committee within three (3) months following ratification of the CLA.
2. Areas which are subject to elevated heat and humidity will be identified by the Joint Health and Safety Committee.
3. Members of the Joint Health and Safety Committee will be trained in the use of equipment for monitoring elevated temperatures and humidity.
4. Members will also be trained regarding the terminology used and application of the guidelines as developed in section 1.

Subject: W.C.B. Form Letter  
July 27, 1993

Within 30 days of ratification, the Union and Company will jointly draft a form letter that will be mailed to all employees when a W.C.B. Form-7 is filed on their behalf.

The purpose of this letter is to advise employees of their obligations under Article XX of the CLA and to clarify employee expectations as to the normal course of a W.C.B. claim.

Subject: Education and Training  
July 28, 1993

- 1) The Union and the Company recognize that in order to maintain a leadership position in the biological health care industry, they must ensure that employees possess the required skills and knowledge to develop, produce and market products of the highest quality. Accordingly, the Company and the Union hereby confirm their commitment to providing employees with needs-based training opportunities through the establishment of a joint training committee.
- 2) The Joint Training Committee will consist of eight (8) members, four (4) appointed by the Union, one (1) of whom will be the President of C.E.P. Local 1701 and also act as co chair, and four (4) appointed by the Company, one (1) of whom will be the Manager, Education and Training, who will **also** act as co-chair.

Minutes of each meeting will be supplied to each Committee member.

The Joint Training Committee will meet not less than twelve (12) times per year. A quorum shall exist when two members are present from each of the Union and the Company.

The terms of reference of the Committee shall include the following:

1. Review of education and training statistics.
2. Identification of education, training and retraining issues associated with the bargaining unit.
3. Agreement on education and training designed to be accessed by bargaining unit staff.
4. Basic skills upgrading.
5. The development of policies and procedures with respect to educational leave.
6. The facilitation of prior learning assessment for employees wishing to continue their education.

Within 60 days of ratification of the C.L.A., the Committee shall meet to define its mandate and establish its priorities in detail.

Subject: Sabbatical or Educational Leave  
September 18, 1991

A seniority employee, on the active payroll, may elect to be paid at a rate of 80% of their normal rate for a period of four years. In the fifth year, the employee will be entitled to a leave of absence with pay at 80% plus full benefits. Seniority will accrue as if the employee was active within the job classification for that year.

A position left temporarily vacant by the taking of this leave will be filled by temporarily transferring and upgrading, by seniority, employees in lower classifications and hiring in at the lowest classification.

On returning, the employee shall be offered their original position, which would result in all temporarily transferred employees being returned **to** their original positions.

**For** the purposes of this Memorandum of Understanding and Agreement, the temporary transfer clause of Article 18.01 will not **apply**.



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**Subject: Pension Advisory Committee  
July 28, 1993**

**The Pension Advisory Committee will have two Union Representatives as part of the Committee.**

**Any recommendations which the Pension Advisory Committee feels are appropriate will be submitted to the Compensation Committee of the Board of Directors for consideration and final determination.**

Subject: Pension Review  
July 28, 1993

The Company and the Union agree to have the Pension Advisory Committee explore the feasibility of implementing the following issues raised during negotiations:

1. Formula change  $2.0 \times$  Final Average (36 months)  $\times$  years of service.
2. Early retirement after 30 years service below age 60 (Early Retirement Window)
3. Phased retirement after age 55 with reduced work week.
4. Yearly augmentation
5. Stacked plan vs Integrated plan.

The Pension Advisory Committee will have this feasibility study completed no later than March 01, 1994 upon which implementation decisions will be based.

Subject: Employment Equity Work Placements  
July 20, 1993

Connaught Laboratories Limited and C.E.P. Local 1701 are committed to the concept of Employment Equity and ensuring Connaught has a fair and representative workforce.

To enhance outreach activities and increase awareness amongst employees and members, the Company and the Union agree to training work placements for designated group members. These designated groups are Women, Aboriginals, Racial Minorities, and Persons with Disabilities. The work placements shall have the following criteria:

1. The term of the placements would not be more than 6 months.
2. Candidates for the training assignments will be sourced from recognized non-profit agencies.
3. Incumbents will not receive pay or benefits. Out of pocket expenses may be reimbursed.
4. Work placements will not be used to replace bargaining unit work.
5. There will be a limit of 2 persons per designated group.

This process will be reviewed by the Negotiating Committee and the Company 6 months after its initiation. Either party will have the right to withdraw from the project at that time.

Subject: Joint Labour Management Committee  
July 28, 1993

Upon ratification of this Collective Agreement, a Labour/Management Committee will be established to discuss workplace issues. The Committee will be comprised of five representatives from Senior Management, one of whom will be the Vice President of Human Resources, and the Negotiating Committee of C.E.P. Local 1701.

This Committee will meet on a quarterly basis, or on a more frequent basis if required.

STATUTORY HOLIDAYS FOR 1994

Heritage Day..... Monday. February 21, 1994  
Good Friday..... Friday. April 1, 1994  
Victoria Day..... Monday. May 23, 1994  
Canada Day..... Friday. July 1, 1994  
Floater 1..... Monday. July 4, 1994  
Civic Holiday..... Monday. August 1, 1994  
Labour Day..... Monday. September 5, 1994  
Thanksgiving Day..... Monday. October 10, 1994  
Christmas Day..... Monday. December 26, 1994  
Boxing Day..... Tuesday. December 27, 1994  
Floater 2..... Wednesday. December 28, 1994  
Floater 3..... Thursday. December 29, 1994  
New Year's Day..... Friday. December 30, 1994

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