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No. OF EMPLOYEES	127		
NOMBRE D'EMPLOYÉS	J.N.		

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE CUMIS GROUP LIMITED**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES**  
**INTERNATIONAL UNION**  
**LOCAL 290**

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Agreement entered into this 1st day of April, 1995, between the Office and Professional Employees International Union, Local 290, and The CUMIS Group Limited, its successors or assigns.

### **PREAMBLE**

Whereas, the parties hereto desire to co-operate in establishing conditions which will tend to secure to the employees concerned, a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operations of the office involved.

NOW THEREFORE, be it mutually agreed to as follows:

### **CO-OPERATION**

The Union agrees for its members that they will individually and collectively perform efficient work and service, that they will use their influence and best efforts to protect the property and information of the Employer, and that they will co-operate in improving and expanding the welfare of the Employer.

The Employer agrees that it will co-operate with the Union in the future as it has in the past in promoting harmony among all of its employees.

## ARTICLE 1 - DEFINITIONS

- 1.01 The term "Employer" as used herein means The CUMIS Group Limited.
- 1.02 The term "Union" as used herein means Local 290 of the Office and Professional Employees International Union.
- 1.03 The term "Bargaining Unit" as used herein consists of employees as defined in Article 2.01.
- 1.04 The term "employee(s)" shall mean all employees falling within the Bargaining Unit.
- 1.05 The term "part-time employee(s)" as used herein means all employees employed for not more than eighteen (18) hours per week, except as mutually agreed to by the Union and the Employer.
- 1.06 The term "temporary employee(s)" as used herein means employees as defined in Article 15 of this Agreement.
- 1.07 The term "spouse" as used herein means a person who is the employee's husband or wife, or a person who, although not married to, has continuously resided with the employee for not less than one (1) continuous year.
- 1.08 The term "immediate family" as used herein is defined as follows:  
Spouse  
Mother or Father (including in-laws)  
Step Mother or Step Father  
Brothers or Sisters (including in-laws)  
Step Brothers or Step Sisters  
Sons or Daughters (including in-laws)  
Step Sons or Step Daughters  
Grandparents  
Grandchildren
- 1.09 The term "ability" as used herein is defined as job-related experience and/or job-related education and acquired proficiency based on previous performance appraisals.
- 1.10 The term "earned vacation" as used herein is defined as 1/12 of the annual entitlement for each month worked.
- 1.11 Masculine pronouns used in this Agreement shall be understood to refer to persons of either sex.
- 1.12 The term "parent" as used in Article 9 is defined as including a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees of The CUMIS Group Limited in the Regional Municipality of Halton, Ontario, save and except Supervisors, persons above the rank of Supervisor, Research Analyst - Systems, Systems Analyst I - IV, Business Analyst, Marketing Consultant - CUISLink, Marketing Business Analyst, Marketing Assistant, VP Product Development, CUBDS Consultant, Director of Reinsurance, Director of CUMIS General, Senior Field Claims Adjuster, Master Policyholder Team Leader, Manager MemberCARE Financial Services, Actuary, Facilities Administrator, Director Internal Audit, Internal Auditor, Administrative Assistant, Director Special Projects, Fixed Income Portfolio Manager, Analyst Accounting Systems, Budget & Expense Analyst, Investment Accountant, Tax Manager, Manager Life Accounting, Regional Administration Manager Claims, Co-ordinator Conference & Special Events, Assistant to Corporate Secretary, General Counsel, Communication Consultant/Sr. Writer, Pension Consultant, Art Director/Sr. Designer, Communication Specialist/Corporate Writer, R&D System Consultant, Systems Analyst Technical/LAN Specialist, Data Base Analyst I - IV, Benefits Administrator, Human Resources Administrative Assistant, Job Evaluation Specialist, Employment & Development Specialist, Employee Development Consultant, Training Support Specialist, Director Actuarial P&C, Field Support Specialist, Executive Assistant to the President, Rating Analyst, Senior Buyer and Customer Service Representatives.
- 2.02 Notwithstanding Article 2.01, the Employer agrees that the Supervisor Mechanical/Electrical Systems position will be included in the Bargaining Unit effective immediately.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The management and the direction of the working force are vested exclusively in the Employer. Such management and direction shall include right to hire, recall, transfer, promote, demote, suspend and discharge for cause, and to release employees from duty because of lack of work or for any other just cause.

The Employer shall have the prerogative to establish rules of employment, assignment of work including temporary assignments and to change or modify methods, procedures and controls of the performance of work in a fair and consistent manner. Notification of any changes will be transmitted to a Steward of the Union,

The Employer recognizes that the above-mentioned provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

#### **ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF**

- 4.01 The Employer agrees that all employees shall maintain membership in the Union as a condition of employment and that all permanent employees hired hereafter shall within one (1) month be required to join the Union, and said new employees shall be subject to all clauses of this Contract, except that no clause of this Contract shall act to shorten the probationary period. The employment of any new/initial probationary employee may be terminated at any time for just cause or for any reason provided that in doing so it does not act in bad faith or contravene the Human Rights Code and this shall constitute a lesser standard for the purpose of Section 43.1 of the Labour Relations Act. It is agreed that the Union shall have no recourse in this connection to Article 27 of this Agreement.
- 4.02 The Employer agrees to deduct Union Initiation Fees and Union Dues from the wages of each employee. The Employer agrees to obtain written authorization from employees for the deduction of such dues upon hiring and to forward such dues and initiation fees to the Union's authorized representative monthly.
- 4.03 All temporary employees working more than two (2) weeks, except part-time employees, shall **pay** a work permit fee equal to the regular monthly Union dues. Students employed under any Student Employment Program will be required to pay a work permit fee equal to fifty percent (50%) of the work permit fee. The Employer agrees to forward fees in accordance with this Article and Article 4.02 to the Union's authorized representative monthly.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.01 Notwithstanding Appendix C, no employee shall be required to work more than eight (8) hours per day, or more than seventy-two (72) hours in any two (2) week period, except as otherwise provided for in this Article. The work schedule provided by the Employer will be defined as a nine (9) day cycle on a Monday to Friday basis.
- 5.02 The Employer will provide a Flextime program which will include Core Hours, Flexible Working Hours, Normal Office Hours, provisions for accumulation and use of surplus flextime, administration of flextime deficits and employee Work Schedules as defined in Appendix B of this Contract.
- 5.03 If the Employer finds it necessary to run his office in excess of the hours prescribed in Article 5.01, employees will receive one and one-half (1 1/2) times their normal hourly rate of pay for all time in excess of the standard work day. Overtime shall not pyramid, and no overtime shall be paid on overtime. All work performed on any holiday referred to in Article 6, or on the seventh (7th) day shall be paid at two (2) times the employee's normal hourly rate of pay.
- 5.04 Notwithstanding anything prior to this Section, employees will not be paid overtime if, by mutual agreement with the Employer, they have elected to take flextime credits. They will be credited for one and one-half (1 1/2) times the hours worked provided their accumulated flextime is not in a deficit position, in which case, straight time will be credited.

- 5.05 The Union will be advised by the Employer of overtime worked on specific positions as requested by the Union.
- 5.06 Overtime for employees will be based on the employee's salary at the time the overtime is worked, including any temporary compensation.
- 5.07 Any overtime work, including work during a paid holiday, will first be offered to the employees who normally perform the required job and then to other employees within the department who have the ability to perform that job or any special projects not normally performed on a daily basis.
- 5.08 Employees working three (3) hours or more of overtime will receive a meal or be reimbursed the actual cost of a meal up to Eight dollars (\$8.00) supported by a receipt.
- 5.09 The regular hours of work as outlined in Article 5 shall be between the hours of 8:00 a.m. and 5:00 p.m. Notwithstanding the foregoing, employees may at their option exercise flexible hours between 7:00 a.m. and 5:30 p.m. All hours of work shall be consecutive with the exception of a reasonable time off for meal periods.
- 5.10 Should the Employer find it necessary to close the office for any reason prior to the completion of the normal work day all employees in the office at the time of closure will receive credit for their standard work day.

## **ARTICLE 6 - PAID HOLIDAYS**

- 6.01 All employees shall receive the following holidays with pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, plus three (3) Floating holidays.
- 6.02 New employees are required to work a minimum of three (3) months before being entitled to Floating holidays. Employees hired between January 1st and March 31st will be entitled to three (3) Floating holidays that year. Employees hired between April 1st and June 30th will be entitled to two (2) Floating holidays that year. Employees hired between July 1st and September 30th will be entitled to one (1) Floating holiday that year.
- 6.03 Holidays falling on Sunday shall be observed on Monday, or on such other day as mutually agreed upon. Holidays falling on Saturday shall be observed on Friday or Monday, the specific day to be at the discretion of the Employer, or on such other day as is mutually agreed upon.
- 6.04 Floating holidays shall not be carried into the next vacation year.

## ARTICLE 7 - VACATIONS

- 7.01 The vacation year for all employees shall be January 1 through December 31. New employees hired between January 1 and December 31 shall be entitled to fifteen (15) working days vacation on a pro-rata basis for time worked to be taken anytime after completion of their probationary period, and fifteen (15) working days in each succeeding year thereafter.
- 7.02 During the year in which the third (3rd) anniversary of employment occurs, each employee shall be entitled to seventeen (17) working days vacation and in each succeeding year thereafter.
- 7.03 During the year in which the tenth (10th) anniversary of employment occurs, each employee shall be entitled to twenty-two (22) working days vacation and in each succeeding year thereafter.
- 7.04 During the year in which the fifteenth (15th) anniversary of employment occurs, each employee shall be entitled to twenty-seven (27) working days vacation plus one (1) day for each year of service following fifteen (15) years to a total of thirty-two (32) working days. Employees having an annual entitlement in excess of thirty-two (32) days as of the effective date of this Contract shall have their entitlement grandfathered at their current entitlement for future years.
- 7.05 (a) During the year in which the employee **has** their first (1st) anniversary of employment and fifteen (15) days of vacation, an employee may carry **up** to five (5) vacation days of their previous years vacation entitlement into the new vacation year.
- (b) Employees entitled to up to seventeen (17) days regular vacation must take a minimum of ten (10) days during the vacation year. The vacation days outstanding beyond the minimum at the end of the year may be paid out, or alternatively, up to five (5) days may be carried over to the next vacation year and the remainder paid out.
- (c) Employees entitled to more than seventeen (17) and up to twenty-two (22) regular vacation days must take a minimum of fifteen (15) days during the vacation year. Vacation days outstanding beyond the minimum at the end of the year may be paid out, or alternatively, up to five (5) days may be carried over to the next vacation year and the remainder paid out.
- (d) Employees entitled to more than twenty-two (22) and up to thirty-two (32) regular vacation days must take a minimum of twenty (20) days during the vacation year. Vacation days outstanding beyond the minimum at the end of the year may be paid out, or alternatively, up to five (5) days may be carried over to the next vacation year and the remainder paid out.
- (e) Days not taken under the minimum requirement provision will be lost.



- (f) Employees with grandfathered vacation entitlement in excess of thirty-two (32) days must take a minimum of twenty (20) days during the vacation year. Vacation days outstanding beyond the minimum at the end of the year may be paid out, or alternatively, up to five (5) days may be carried over to the next vacation year and the remainder paid out.

In the case of death or separation of employment any accumulated days of vacation will be paid as vacation due at that time.

- 7.06 New employees hired between July 1 and December 31 may save their vacation entitlement for that year, until the following year.
- 7.07 When an employee leaves the services of the Employer without having utilized his earned vacation time, he shall be entitled to pay for each day of vacation earned. Any time taken in excess of earned vacation time will be adjusted for on the employee's final pay cheque.
- 7.08 Employees going on maternity leave will be entitled to vacation earned up to the date the leave begins. Employees returning to work following their maternity leave will be entitled to the remainder of their annual entitlement.
- 7.09 Any paid holiday, as listed in Article 6, that occurs during an employee's vacation will allow that employee another day of vacation.
- 7.10 Vacation assignments will be based on the following guidelines:
  - (a) Any employee who wishes to take vacation during January, February or March and who schedules it prior to January 1st will receive preference in order of seniority, up to a maximum of four (4) weeks.
  - (b) Any employee who wishes to take vacation during the period April to December and who schedules it prior to April 1st will receive preference in order of seniority, up to a maximum of four (4) weeks, including that scheduled in (a) above.
  - (c) Once everyone has had an opportunity to schedule their vacation in accordance with (a) and (b) by order of seniority prior to April 1st, employees will be able to schedule the balance of their vacation entitlement.
  - (d) Any employee who does not schedule vacation in accordance with (a), (b) or (c) above will receive preference in order of their request.

## **ARTICLE 8 - SICK LEAVE**

- 8.01 During the first year of regular employment, each employee shall be entitled to a leave of absence due to illness with pay at the rate of one and one-quarter (1-1/4) working days for each full month worked. After one year (1) year of employment, each employee shall be allowed fifteen (15) working days illness leave with pay for each year. Such leave can be accumulative but shall not exceed a total of one hundred and twenty (120) working days.

8.02 In addition to illness, accumulated sick leave may also be used when it is necessary for an employee to be absent:

- (a) when a member of the employee's immediate family who is a resident of the same household is sick or injured.
- (b) to attend a funeral.
- (c) to appear in court, other than if subpoenaed.
- (d) when the office is open but the employee is unable to come to work, or should an employee deem it necessary to leave the office due to inclement weather.
- (e) as stated in Article 34.01.
- (f) because of other situations as mutually agreed upon between the employee and Employer.

For sick leave of three (3) or more consecutive working days, the Human Resources Department may request and receive from the employee involved, a statement from a medical doctor certifying the medical disability at the Employer's expense, to be provided within a reasonable time.

8.03 While an employee is on sick leave, it is considered that he worked these days and is entitled to one and one-quarter (1-1/4) days leave due to illness that month.

8.04 In the event a holiday, as listed in Article 6, occurs during any effective period of sick leave, for which sick leave benefits are payable, the employee shall be paid for this holiday, and this day shall not be deducted from the sick leave benefits accumulated by the employee.

8.05 Employees with a minimum of sixty (60) months of continuous employment shall be paid unused accumulated sick leave in an amount that shall not exceed sixty (60) days upon termination of employment. Continuous employment shall mean uninterrupted employment with the exception of an approved leave of absence. If an approved leave of absence has been granted, the employee shall work an additional period equal to the length of the leave of absence, if needed, to satisfy the above requirement before this provision shall become effective.

This section will only apply to those employees on staff at March 30, 1979.

- 8.06
- i) An employee on sick leave for 24 months or less will be returned to the position he most recently held with full seniority accumulated up to the date of the return from the sick leave, if the position exists. If the position no longer exists, at the time the employee is ready to return to work, the Employer shall reinstate the employee to a comparable position. If no comparable position exists, the employee will be reinstated in accordance with Article 13. Positions vacated as a result of absence due to sick leave may be filled temporarily only for the period of sick leave.
  - ii) Once the period of 24 months in i) above has expired, the position that was filled temporarily will be awarded on a permanent basis if the position was filled by an employee. Otherwise it will be posted for competitive selection.

- iii) An employee on sick leave for more than 24 months shall be reinstated in accordance with Article 13 upon their return to work.

The sick leave shall be certified by a licensed medical practitioner. The Employer reserves the right to retain an independent medical examiner or request an independent medical exam at the Employer's expense.

## **ARTICLE 9 - PREGNANCY AND PARENTAL LEAVE**

The following provisions are intended as an explanation of the provisions contained in the Employment Standards Act, R.S.O. 1990, chap. E.14, as amended, specifically Part (XI) - Pregnancy and Parental Leave, to the extent that the requirements of the Employment Standards Act are met.

- 9.01 Employees will be eligible for Pregnancy and Parental leave without pay in accordance with the provisions of the Employment Standards Act. Any future amendments to those provisions of the Employment Standards Act will be incorporated into this collective agreement. All notification required under the provisions of this article shall be made to the employer through the Human Resources Department.
- 9.02 A pregnant employee who starts employment with her Employer at least thirteen (13) weeks prior to the expected birth date is entitled to Pregnancy Leave of seventeen (17) weeks without pay under this Article. Pregnancy Leave may commence no earlier than seventeen (17) weeks before the expected birth date. The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date. In the event that an employee must stop working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that occurs during the term of the pregnancy, the provisions relating to such special pregnancy, or the provisions relating to such special circumstances contained in the Employment Standards Act will apply.
- 9.03 A pregnant employee who has been employed by the Employer for at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of seventeen (17) weeks without pay under this article. The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage, or earlier than the days provided for in this article if the employee gives the Employer at least four (4) weeks' written notice of that day.
- 9.04 An employee who has been employed by his or her Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of eighteen (18) weeks without pay under this article. If the employee has taken a pregnancy leave in accordance with Article 9.03, she will be entitled to this parental leave beginning at the end of her pregnancy leave unless the child has not yet come into her custody, care and control for the first time. Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The employee must give the Employer at least two (2) weeks' written notice of the date the leave is to begin.

- 9.05 (a) Commencement of Leaves described in Articles 9.02, 9.03 and 9.04 will not apply should a child come into the custody, care or control of a parent for the first time sooner than expected, in which case the Parental Leave will begin on the day the employee stops working. The employee will give the Employer written notice that the employee wishes to take leave within two (2) weeks after the employee stops working.
- (b) An employee who has a premature birth and whose child is hospitalized has the right to a discontinuous Pregnancy Leave. She may come back to work before the end of her Pregnancy Leave and finish the Pregnancy Leave when her child no longer requires hospital treatment. The Employer may request a doctor's certificate that the employee is fit to return to work.
- 9.06 In the event a female employee is disqualified to continue employment through the requested commencement date of her leave, either continuously or intermittently by her attending physician, then it is reasonable to extend such leave of absence in excess of two hundred and forty-five (245) days based upon a review of the merits of the specific request beyond the period provided above.
- 9.07 An employee who has given notice to begin Pregnancy or Parental leave may change the notice in accordance with the provisions of the Employment Standards Act.
- 9.08 If Unemployment Insurance Benefits are not available to the employee during Pregnancy and/or Parental Leave, the employee may use earned sick leave credits during the waiting period prior to the commencement of Unemployment Insurance Benefits, if the employee so desires.
- 9.09 An employee on Pregnancy/Parental Leave will be returned to the position he/she most recently held with full seniority accumulative up the date of the return from the leave of absence, if the position still exists. If the position no longer exists at the time the employee is ready to return to work, the Employer shall reinstate the employee to a comparable position. Positions vacated due to Pregnancy/Parental Leaves of absence may be filled temporarily only, for the period of the leave of absence. This section dealing only with Pregnancy/Parental Leaves shall in no way affect, add to, or take from, the other sections of the Agreement dealing with leaves of absences for other purposes.
- 9.10 During Pregnancy/Parental Leave, the Employer shall continue to make contributions for any benefit plan on behalf of the absent employee, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any.
- 9.11 Employees on Pregnancy/Parental Leave will advise the Human Resources Department in writing of any request for an extension to the Leave. The Employer and the Union will discuss and will mutually agree to any extension. The decision will be sent to the employee in writing prior to the original date of return to work.
- 9.12 Notwithstanding anything prior to this section, a female employee may elect a shorter Pregnancy leave of absence as specified in the **Employment Standards Act**.

## **ARTICLE 10 - PERSONAL LEAVE OF ABSENCE**

10.01 An employee who requests a personal leave of absence without pay must forward the request in writing to their manager for approval with a copy to the Senior Vice President, Human Resources. Requests will be considered on the basis of seniority, performance, attendance, and the reason for the request.

An employee taking a leave of absence up to and including three (3) months shall continue to accumulate seniority as outlined in Article 12.05. Employees taking a leave beyond three (3) months shall retain all accumulated seniority up to the end of the three month period.

## **ARTICLE 11 - BEREAVEMENT LEAVE**

11.01 In the event of death of a member of the immediate family of an employee, the employee will be entitled to three (3) days leave with pay for participation in the funeral and associated activities thereof.

Employees who are unable to attend the funeral but are attending an alternate service, will receive one day leave with pay.

## **ARTICLE 12 - SENIORITY**

12.01 Newly hired employees shall be considered to be on probation for six (6) calendar months from the date of hiring.

12.02 Even though a newly hired employee completed the probationary period, the employee will only occupy the position subject to the rights of the former holder of the position.

12.03 Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and such employee's seniority shall be effective as of the original date awarded the permanent position.

12.04 Seniority shall mean length of continuous service with the Employer and shall be cumulative on a company-wide basis.

12.05 Seniority shall continue to accumulate **if** an employee is on:

- (a) vacation, or
- (b) an approved leave of absence for a duration of less than three (3) months, or
- (c) sick leave or long term disability, or
- (d) Pregnancy or Parental leave, or
- (e) lay-off, subject to the terms of this Agreement.

- 12.06 Seniority shall be completely lost if an employee:
- (a) voluntarily quits, or
  - (b) is discharged and not reinstated in accordance with the provisions of this Agreement, or
  - (c) is on lay-off for more than twenty-four (24) months, or
  - (d) fails to return to work within fifteen (15) working days of notice of recall.
- 12.07 The Employer shall post a seniority list on all bulletin boards and send one (1) copy to the Union by December 1st of each year, showing the seniority date and band of each employee.
- 12.08 All employees who volunteer or are called to military or civilian duty for the Canadian Government shall be considered on leave of absence and shall retain all seniority rights cumulatively and without interruption. Each such employee shall on request be reinstated to the position he held upon entering the "service" provided such request is made within ninety (90) calendar days after such employee is discharged. If such position has been discontinued or eliminated then he shall assume other employment for which he is suited, in accordance with his seniority rights.

### **ARTICLE 13 - LAY-OFF AND RECALL**

- 13.01 In the event the Employer determines that employees must be laid off, or a job is eliminated, the Employer shall, thirty (30) days prior to, meet and discuss with the Union the implementation of such action. Such employees shall have the right to displace an employee with less seniority in a position in the same or lower band for which he or she has the ability to fill. Within a thirty (30) day period or one agreed to by Union and Management representatives, the displaced employee shall have the right to displace an employee with less seniority in a position in the same or lower band for which he or she has the ability to fill. The procedure will continue until the employee with the least seniority and ability is laid off.
- 13.02 During the thirty (30) day period referred to above, the Employer may employ affected employees in any temporary capacity.
- 13.03 During the thirty (30) day period referred to above, all part-time and temporary employees will be laid off before Bargaining Unit employees, provided such employees have the ability to perform the duties of the part-time and temporary employees.
- 13.04 Prior to the implementation of the lay-off procedure, the Employer and the Union agree to meet and discuss other possible alternatives that would be of mutual benefit to all parties.

- 13.05 When work picks up after a lay-off, employees still on the seniority list will be recalled to positions which existed prior to the lay-off or to any newly created position in an equal or lower band which he or she has the ability to fill. The employee with the most seniority, who prior to lay-off was in a position with the same or higher band and who has the ability to perform the position being refilled, will be recalled first. Employees will be recalled to work by registered mail sent to their last address on the Employer's records. Recalled employees who do not contact the Employer within five (5) working days of receipt of notification and arrange to return to work within fifteen (15) working days of receipt of notification, are deemed to have terminated their employment with the Employer.
- 13.06 Employees on lay-off will remain on the seniority list for a period of twenty-four (24) months.
- 13.07 No new employees shall be hired until employees laid-off have been given the opportunity of recall.

#### **ARTICLE 14 - BARGAINING UNIT WORK**

- 14.01 Employees who are excluded from the Bargaining Unit shall not be permitted to perform the regular work of employees in the Bargaining Unit on any job, to such an extent as to result in a lay-off of the employee or to prevent the recall from lay-off or to cause the elimination of a Bargaining Unit position.

#### **ARTICLE 15 - TEMPORARY EMPLOYEES**

- 15.01 A temporary employee shall be an employee who is hired for a position not to exceed sixty (60) calendar days. The Union shall be notified in writing at the commencement of all temporary assignments. In cases where job duties determine the position is temporary for a duration of time in excess of sixty (60) calendar days, it is to be extended only upon mutual agreement between the Union and the Employer.

The Employer agrees not to use any temporary employees when employees with the ability to perform the work are available.

- 15.02 The Employer will notify the Union by way of a listing, monthly, of the status of temporary employees performing Bargaining Unit or related work.

This listing will include the name of the employee, department, assignment, start and end dates.

## ARTICLE 16 - FILLING POSITIONS, PROMOTIONS, DEMOTIONS AND TRANSFERS

### Permanent Positions

- 16.01 If a permanent position is created by the Employer within the Bargaining Unit, it may be filled temporarily by the Employer but must be posted for competitive selection within five (5) working days.
- 16.02 If a permanent position within the Bargaining Unit becomes vacant, it may be filled temporarily by the Employer but must be posted for competitive selection within five (5) working days.
- 16.03 In the event the Employer determines that a position within the Bargaining Unit is no longer necessary, or will not be posted within five (5) working days, the Employer will meet with the Union to discuss the reasons.
- 16.04 Permanent positions available for competitive selection shall be posted for a period of three (3) working days and such posting shall include the job related experience and education desired for the position. In addition, a copy of such notice will be presented to an authorized Union representative at the time of posting.
- 16.05 An employee desiring a posted position must make application in writing to the Human Resources Department within the posted period. Applicants shall be considered on the basis of ability and seniority, in that order, and shall include consideration of the employee's performance on his previous job(s). Where the employee junior in seniority is selected, his ability shall be significantly and demonstrably greater than candidates who have more seniority.
- 16.06 The Employer will not consider applications from employees who have been in their position less than six (6) months.
- 16.07 If there are no applicants with the ability, the Employer will re-post all positions for one (1) working day for employees who were originally ineligible to bid.
- However, newly hired employees who have not satisfied their initial six (6) month probationary period will not be permitted to bid.
- 16.08 **If** there are no applicants with the necessary ability, the Employer reserves the right to re-state the duties of the position and then re-post the position after it has been re-evaluated.
- 16.09 The Employer shall fill job vacancies from within the Company before hiring a new employee, providing suitable employees are available to fill the vacant position.
- 16.10 In the event there are no applicants for a position posted for competitive selection with the ability, the Union shall be so informed in writing by the Employer prior to proceeding with hiring a new employee.



- 16.11 When the Employer fills the position which is posted for competitive selection, it must be awarded within ten (10) days after it is posted, unless otherwise agreed by the Union and the Employer.
- 16.12 Any employee awarded a position as a result of a job posting will have a probationary period of six (6) months in order to meet the performance requirements of the position.
- In the event an employee does not successfully pass the probationary period, such employee will be given his former position without loss of seniority but at the rate of salary to which he would be entitled had he not left the position. The Employer may arrange for placement of the employee in a position other than his former position which will be mutually agreeable with the Union, the employee and the Employer.
- 16.13 Any employee awarded a position as a result of competitive selection within or outside the Bargaining Unit, may voluntarily return to his former position at his former rate of salary at any time during the probationary period for the awarded position.
- 16.14 Any employee awarded a position will only occupy the position subject to the rights of the former holder of the position.

#### **Temporary Positions**

- 16.15 In the event of a temporary vacancy, it may be filled by the Employer for a period of not more than sixty (60) calendar days.
- 16.16 In the event a temporary employee is awarded a permanent position, his seniority date will be the date he is awarded the permanent position.
- 16.17 Temporary vacancies due to Pregnancy/Parental leaves of absence will be posted for competitive selection. However, should the employee on such leave decide not to return to his/her position, the Employer will not re-post the position for Competitive selection provided it has been filled by an employee, otherwise the position will be re-posted for competitive selection.
- 16.18 An employee filling such temporary vacancies either by temporary appointment or competitive selection shall occupy such position subject to the rights of the former holder of such position.
- 16.19 Permanent employees who fill a temporary vacancy shall be given their former position at the rate of salary to which they would be entitled had they not left the position. The period worked by the permanent employee in the temporary vacancy will be included when determining the employee's seniority date,
- 16.20 If a temporary position is reclassified as a permanent position it will be filled by competitive selection as per Article 16.01. A temporary employee will not be considered an employee for the purpose of competitive selection.

## **ARTICLE 17 - NEW POSITIONS**

17.01 When a new position is created, the Employer will meet and/or consult with the Union five (5) days prior to posting the position to determine, based on the following criteria whether or not the position will be included or excluded from the Bargaining Unit. Failing agreement on the position being included or excluded from the Bargaining Unit, the Employer reserves the right to make the final decision. The Employer agrees that such decisions will not be arbitrary or made in bad faith.

The criteria shall be as follows:

- corporate confidentiality
- management positions and related management functions
- corporate data security as it relates to the job requirements to change or modify existing systems and systems applications or create new systems or applications
- labour relations

Should the operations of the business change to such an extent that there is a need to amend the criteria identified above, the Union and the Employer will meet to make the necessary revisions.

In the event a significant portion of duties of an existing position are amended, the Employer will provide the Union with a job description. The amended position will be subject to the review identified in Article 17.01 to determine whether it is to be included or excluded from the Bargaining Unit.

## **ARTICLE 18 - DISCHARGE AND DISCIPLINE**

18.01 Each employee will be provided in writing with all notations of derogatory or disciplinary action which are to be placed in his personnel file. Unless such notation is made in writing to the employee, the Employer will not use such incident as part of the employee's past record to justify later actions. Such notice will be given to the employee within five (5) consecutive days of the discovery of the occurrence giving rise to the action and such notice will be filed with an authorized Union representative. Should the employee be unavailable, the Employer may contact an authorized representative of the Union to request an extension of this five (5) days.

18.02 In the event the Employer finds it necessary to take action referred to in Article 18.01, the Employer will be accompanied by Management in the Human Resources Department. The employee will be accompanied by a Shop Steward or any available Union representative, to witness the reprimand proceedings.

18.03 The Employer agrees to remove from the employee's personnel file any notations referred to in 18.01 after twelve (12) months provided no further related notations have been issued within that period.

18.04 It is hereby agreed that the Employer has the right to discharge for just cause, but no employee will be dismissed with less than two (2) weeks notice, except when for grave cause the Employer deems it necessary to dismiss an employee on shorter notice. The Employer agrees to notify the Union of any discharge and the reasons therefore prior to such action.

#### **ARTICLE 19 - NO STRIKES OR LOCK-OUTS**

19.01 The employer agrees there shall be no lock-outs of its employees while this Agreement is in effect.

The Union agrees that neither it nor its members will cause, permit or take part in any strike against the Employer while this Agreement is in effect.

19.02 In the event of a duly authorized strike against the Employer by a Bargaining Unit properly certified to the Employer, Union members shall not be required to pass through picket lines established by such Union.

#### **ARTICLE 20 - EMPLOYEE BENEFITS**

20.01 It is agreed that the Employer shall provide and administer a plan of hospital and medical insurance for the benefit of all employees covered by this Agreement. The Employer shall pay the full cost of said Plan. The Employer shall bear all other costs and may receive any and all dividend participation credits which may accrue.

20.02 The Employer shall provide a Long Term Disability Plan at no cost to the employees which will provide a monthly benefit of not less than seventy percent (70%) of their base salary to a maximum of five thousand dollars (\$5,000) per month subject to a qualification period of fourteen (14) days or until the expiration of the employee's sick leave; whichever is later, subject to such terms, conditions and qualifications as outlined in the contract, and the Certificate of Insurance supplied to the employee.

20.03 The Employer will reimburse employees one hundred percent (100%) of the cost of prescribed eye glasses up to a maximum of one hundred dollars (\$100.00) in each calendar year.

Provided no benefit has been claimed in the preceding calendar year, the Employer will reimburse employees one hundred percent (100%) of the cost of prescribed eye glasses up to a maximum of two hundred dollars (\$200.00).

20.04 It is agreed that the Employer shall provide and administer a dental plan for the benefit of employees covered by this agreement. The employer and the employee shall share the cost of this said plan equally,

## **ARTICLE 21 - NOTICE OF RESIGNATION**

- 21.01 The Union agrees that employees shall give at least two (2) weeks notice prior to the date on which employment will be terminated, unless it is mutually agreed between the Employer and the employee concerned to terminate employment on shorter notice, satisfactory to both parties.

## **ARTICLE 22 - BULLETIN BOARD**

- 22.01 Bulletin boards will be made available to the Union by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general union activities. All notices are subject to the Employer's approval, but such approval shall not be withheld unreasonably by the Employer.

## **ARTICLE 23 - NON-DISCRIMINATION**

- 23.01 The Employer agrees that he will not discriminate against an employee because of his activity as a member of the Union.
- 23.02 Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate because of race, colour, creed, national origin, age, sex, or sexual orientation.

## **ARTICLE 24 - UNION COMMITTEES**

- 24.01 Regular working time lost by Union representatives in negotiating labour agreements with Management, attending meetings or otherwise carrying on duties of union representatives as permitted by the Employer will be counted as time worked in computing service and attendance records. This time will also be counted as time worked for pay purposes.

## **ARTICLE 25 - WAGES**

- 25.01 Part-time employees as defined in Article 1.05 shall be paid the hourly rate based on the relative value of the work being performed in comparison to the Bargaining Unit positions being performed.
- 25.02 The salary schedules set forth in Appendix A shall apply during the term of this Agreement.
- 25.03 a) A meal allowance of \$15.00 will be paid to employees scheduled to **work** at least one (1) hour beyond regular office hours, as defined in Article 5.09.
- b) Any employee working on a schedule between 2:00 in the afternoon and 7:30 in the morning shall receive a shift premium of five percent (5%).

Employees shall be paid in accordance with either Article 25.03 a) or b), but under no circumstance will employees be paid both.

Furthermore, employees receiving compensation in accordance with Article 25.03 a) or b) shall not receive compensation as described in Article 5.08.

- 25.04 If an employee is transferred to a position in a higher band, he will go to the minimum of the new band if the minimum is greater than his current salary. In the event his salary exceeds the minimum of the new band, he will be moved to the next closest step in the band which results in an increase in salary not to exceed the job rate. Employees will be placed on six (6) month automatic increase steps until job rate is attained.
- 25.05 If an employee voluntarily bids and is accepted into a position in a lower band, the employee shall receive his current salary or the new band maximum, whichever is lower.
- 25.06 If an employee's position is re-evaluated to a higher band, he will go to the minimum of the new band, if the minimum is greater than his current salary. In the event his salary exceeds the minimum of the new band he will be moved to the next closest step in the band which results in an increase in salary not to exceed the job rate. Employees will be placed on six (6) month automatic increase steps until job rate is attained.
- 25.07 If an employee's position is re-evaluated to a lower band, there will be no decrease in the employee's salary.
- 25.08 As a transitional benefit, no employee will have his salary reduced other than as outlined in 25.05.
- 25.09 It is agreed that employees covered by this Agreement shall receive no less than the minimum salary for their band as set forth in Appendix A during the term of this Agreement.
- 25.10 New employees may be hired at a salary not to exceed the minimum salary for his band plus fifty percent (50%) of the difference between the minimum and job rate. In the event the Employer is unable to hire within that range, the proposed salary will be submitted to the Union for discussion and mutual agreement. Notification of all salary changes resulting from hiring or band changes will be supplied to the Union as applicable.
- 25.11 All employees shall on an annual basis, be personally appraised by their Supervisor or Department Manager as accurately and honestly as is possible, to determine for the Employer the value of the employee. A copy of the completed performance appraisal shall be supplied to the employee for review for a period not to exceed three (3) days.
- 25.12 All employees shall be paid bi-weekly by direct deposit to an account of their choice at a financial institution. Salaries shall not be withheld for any cause whatsoever nor shall employees be subject to any salary deductions except as may be required by any Provincial or Federal law or as authorized by the employee in writing.

25.13 Each employee on the anniversary date of ten (10) working years of continuous service, and on each anniversary date thereafter, shall receive a three percent (3%) longevity bonus calculated on their then current annual rate of pay.

## **ARTICLE 26 - JOB EVALUATION**

- 26.01 When a new position is created or revisions are made to an existing position, it will be subject to evaluation to determine the proper band on the salary schedule by an Evaluation Committee. The evaluation system to be used will be the modified Aiken system, or some other system that is mutually agreed to by Management and representatives authorized by the Union.
- 26.02 Evaluations determined by the Committee shall become binding. The Committee shall consist of members selected by the Employer and three (3) members elected by the Union. One (1) member representing the Employer and two (2) members representing the Union shall constitute a quorum.
- 26.03 (a) The Employer reserves the right to request the re-evaluation of any position if work requirements have been changed subject to notification to the employee and the Union. If such review results in a salary increase, such increase shall be retroactive to the nearest Monday to the date of notice to the employee representative by the Employer.
- (b) The employee, through his representative, shall have the right to request a review of his job evaluation if he feels there has been a change in job requirements. He may, if he desires, prepare his own statement of duties subject to review by the Employer for any necessary adjustments. If such review results in a salary increase, such increase shall be retroactive to the nearest Monday to the date of notice to the Employer by the employee representative.
- 26.04 (a) In the event of the creation of a new position within the Bargaining Unit, after evaluation, the position shall be made available for competitive selection.
- (b) Existing positions which are revised and the position evaluation changed shall not be subject to competitive selection.

## **ARTICLE 27 - GRIEVANCE AND ARBITRATION PROCEDURE**

27.01 A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of salaries, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

27.02 The following steps shall be followed in the handling of grievances:

**Step 1**

The employee, accompanied by his Steward, shall present to Management in the Human Resources Department his grievance within thirty (30) days of the occurrence of the event giving rise to the grievance.

**Step 2**

If the grievance is not settled within three (3) working days thereafter, the employee and Steward shall submit it in writing for the consideration of management in the Human Resources Department.

**Step 3**

If the grievance is not settled within seven (7) working days thereafter, it shall then be referred, as originally submitted in writing for consideration by General Management.

**Step 4**

If the grievance is not satisfactorily settled within seven (7) working days thereafter, it shall be submitted to an arbitration board which shall be selected as follows:

1. The Employer will select a representative within five (5) working days of the termination of the grievance procedure.
2. The Union will select a representative within the same time limit.
3. The two representatives thus selected shall select an impartial arbitrator within five (5) working days.
4. If an impartial arbitrator is not agreed upon as stated above, he shall be selected from a list of five (5) arbitrators supplied by the Ontario Labour Relations Board. Upon failure of either representative to join in such request the other party shall be empowered to make the request. Each of the parties shall have the privilege of crossing off two (2) names on the list. In the absence of agreement, the Ontario Labour Relations Board shall appoint an arbitrator from the remaining names on the list,

**Step 5**

The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the Union and the Employer.

In the event the Employer should feel aggrieved by any action of the employees of the Union, or shall claim violation, abuse or disregard of any provision of this Agreement, he shall report this claim to the President of the Union and the procedure herein provided for the adjustment of other disputes shall thereafter also be followed.

**ARTICLE 28 - TRANSFER OF OPERATIONS**

28.01 Employees shall have the right to go with the Employer **if** such offices are moved to another city, without loss of any rights.

## **ARTICLE 29 - USE OF UNION LABEL**

29.01 The Union agrees to supply the Employer with the official stamp of the Union. The Employer is hereby granted the right to affix this Union Label to all of his office correspondence and other work during the period of his compliance with this Agreement.

## **ARTICLE 30 - TECHNOLOGICAL CHANGES**

### **30.01 Discussion of Change**

In the event of proposed technological changes, such as the introduction of data processing equipment, computer or other automated office machines, the Employer agrees to discuss such changes with the Union representative six (6) months prior to change.

### **30.02 Training Programs**

In the event training programs, up to a maximum of six (6) months, are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the Bargaining Unit are hired to fill the resultant jobs.

30.03 In the event technological change does not result in displacement of any employees, training on new equipment will be provided on the basis of the highest band affected first, and company seniority second.

30.04 When all employees are trained, the opportunity to work on the new equipment will then be offered to employees of equal bands according to seniority.

### **30.05 Posting Positions**

Any job created by virtue of the installation of such equipment will be posted for competitive selection.

## **ARTICLE 31 - CONTRACTING OUT**

31.01 The Employer shall give ninety (90) days written notice to the Union before contracting out Bargaining Unit work. Such notice shall state:

- i) the reason(s) for contracting out; and
- ii) the nature of the change; and
- iii) the effective date of the change; and



- iv) the number, classification and department of employee(s) affected; and
- v) other information that relates to the affected employee(s).

31.02 In the event that **an** employee is rendered redundant or displaced from his job as a result of contracting out, the employee(s) shall exercise their rights under Article 13.

31.03 Notwithstanding the foregoing, the Employer may offer a severance package to employees for consideration. Employees accepting the severance package shall waive all further rights to recall as provided for in the Collective Agreement.

### **ARTICLE 32 - HEALTH AND SAFETY COMMITTEE**

32.01 The Company and the Union agree that a joint health and safety committee, consisting of Union and Management personnel, will be established. This committee will meet quarterly or as requested.

### **ARTICLE 33 - SEPARABILITY PROVISION**

33.01 If any section of this Agreement is held to be invalid, the remainder shall not be affected hereby, and the parties shall enter negotiations forthwith to draft a new section to supplement the one held invalid.

### **ARTICLE 34 - COURSE EXAMINATIONS**

34.01 For an approved course, the Employer shall allow an employee, who is scheduled to write a registered exam, the working day off prior to the examination using accumulated flextime, vacation time or sick time at the option of the employee.

**ARTICLE 35 - TERMINATION**

35.01 THIS AGREEMENT, signed at Burlington, Ontario, shall become effective <sup>\*</sup> April 1, 1995 and shall remain in full force **and** effect until midnight March 31, 1998 and shall continue to be in **full** force and effective immediately thereafter, provided, however, that either party may terminate this Agreement at any time after March 31, 1998, by giving to the other party at least ninety (90) days prior, written notice **by** registered mail of its election to terminate.

SIGNED THIS 7<sup>th</sup> DAY OF March, 1996

**FOR THE EMPLOYER**

[Signature]  
Gayle Hodgson  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

[Signature]  
[Signature]  
[Signature]  
Cheryl A Norton

**APPENDIX A (I)**  
**SALARY SCHEDULE**  
**APRIL 1, 1995**

<u>BAND</u>	<u>MINIMUM</u>	<u>6 MTHS</u>	<u>12 MTHS</u>	<u>18 MTHS</u>	<u>24 MTHS</u>	<u>JOB RATE</u>
1	415	431				<b>431</b>
2	416	426	436			<b>436</b>
3	426	436	446			<b>446</b>
4	460	470	480			<b>480</b>
5	500	510	520			<b>520</b>
6	580	590	600			<b>600</b>
7	635	655	675	695		<b>695</b>
8	635	655	675	695		<b>695</b>
9	649	669	689	709		<b>709</b>
10	650	674	699	724	749	<b>749</b>
11	655	679	704	729	754	<b>754</b>
12	660	684	709	734	759	<b>759</b>
13	665	689	714	739	764	<b>764</b>

Effective April 1, 1995 employees shall receive either a 2.1% increase (salary not to exceed job rate of current band) or **an** amount equal to its value or combination thereof.

- 2.1% increase,
- 2.1% lump sum based on salary, **or**
- a combination of increase and lump sum **not** to exceed 2.1% of their current salary.

**APPENDIX A (11)**  
**SALARY SCHEDULE**

**APRIL 1, 1996**

<u>BAND</u>	<u>MINIMUM</u>	<u>6 MTHS</u>	<u>12 MTHS</u>	<u>18 MTHS</u>	<u>24 MTHS</u>	<u>JOB RATE</u>
1	415	431				<b>431</b>
2	416	426	436			<b>436</b>
3	426	436	446			<b>446</b>
4	460	470	480			<b>480</b>
5	500	510	520			<b>520</b>
6	580	590	600			<b>600</b>
7	635	655	675	695		<b>695</b>
8	635	655	675	695		<b>695</b>
9	649	669	689	709		<b>709</b>
10	650	674	699	724	749	<b>749</b>
11	655	679	704	729	754	<b>754</b>
12	660	684	709	734	759	<b>759</b>
13	665	689	714	739	764	<b>764</b>

**All** current employees **will** reach the 1996 job rates by April 1, 1996, with the exception of those employees who have not been in their position long enough to reach job rate (eg. on automatic step increases within the band).

APPENDIX A (111)  
 SALARY SCHEDULE  
 MARCH 31, 1997

<u>BAND</u>	<u>MINIMUM</u>	<u>6 MTHS</u>	<u>12 MTHS</u>	<u>18 MTHS</u>	<u>24 MTHS</u>	<u>JOB RATE</u>
1	424	440				440
2	425	435	445			445
3	435	445	455			455
4	470	480	490			490
5	511	521	531			531
6	592	602	613			613
7	635	655	675	695		695
8	648	669	689	710		710
9	663	683	703	724		724
10	664	688	714	739	765	765
11	669	693	719	744	770	770
12	674	698	724	749	775	775
13	679	703	729	755	780	780

Effective March 31, 1997 employees shall receive either a 2.1% increase (salary not to exceed job rate of current band) or an amount equal to its value or combination thereof.

- 2.1% increase,
- 2.1% lump sum based on salary, or
- a combination of increase and lump sum not to exceed 2.1% of their current salary.

**APPENDIX B**  
**FLEXTIME PROGRAM**

Definitions relating to the Flextime Program.

1. **CORE HOURS** is a block of six hours which will be the fixed period during which employees are expected to be in their work place. This includes the lunch period and will be at least two and a half (2 1/2) hours less than Normal Office Hours; one (1) hour in the morning and the balance in the afternoon.
2. **FLEXIBLE WORKING HOURS** provide time periods before and after Core Hours when employees have a choice of being at work subject to the limitations of Item **six (6)** referring to scheduling. The flexible hours will be a minimum of two (2) hours before Core Hours and two and a half (2 1/2) hours following Core Hours.
3. **NORMAL OFFICE HOURS** relate to 8:00 a.m. to 5:00 p.m., the time that the switchboard at the Burlington Head Office is open which makes all departments available to service our clients.
4. **ACCUMULATION AND USE OF SURPLUS FLEXTIME** - Within the limits established as Company Policy, employees will be permitted to accumulate surplus flextime credits. Employees will be able to schedule use of these credits in accordance with Company policy within the limits required by Item six (6) of this Appendix or receive a payout at straight time. Any accumulation of flextime in excess of twenty (20) hours must be eliminated by the end of an "accounting period" (an accounting period is defined as 4 consecutive weeks or 150 hours).
5. **FLEXTIME DEFICITS** may also be accumulated within limits, to a ten (10) hour maximum. Outstanding deficits will restrict the availability of overtime pay and may be recovered in accordance with Company Policy. Outstanding deficits must be eliminated by the end of the "accounting period" in which the deficit was established.
6. **WORK SCHEDULE** - All employees will be scheduled so that quality service can be provided to our clients during Normal Office Hours.

## **APPENDIX C**

### **LETTER OF UNDERSTANDING**

#### **SATURDAY WORKING HOURS**

In the event the Employer may find it necessary after April 1, 1995 to run his office in excess of the Monday to Friday basis as described in Article 5.01, a pilot program will be established.

The extended hours in the pilot will be limited to Saturdays from 9:00 a.m. to 1:00 p.m. Working on Saturdays will be on a voluntary basis. Any employee working on Saturdays will do so on a straight time basis as long as the total hours worked are within those prescribed in Article 5.01.

This Appendix will expire March 31, 1998.

