

COLLECTIVE AGREEMENT  
between



PROUDLY *Unionized* by **CUPE**

CANADIAN UNION PROMOTIONS INC.

and



THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5277

Term: January 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2018



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# CUPE Charter

*The Canadian Union of Public Employees  
grants this Charter to*

*Local 5277  
Employees of Canadian Union Promotions Inc.  
in the Province of Ontario*

*All chartered Local Unions shall be governed by  
the Constitution of the Canadian Union of Public Employees  
and the Constitution of the Canadian Labour Congress  
to which the Canadian Union of Public Employees is affiliated.*

*Signed and sealed on behalf of the  
Canadian Union of Public Employees.*

*Issued at Ottawa, this 6th day of July 2015.*

*Paul Martin.*

*National President*

*Charles Fleury*

*National Secretary-Treasurer*

**CUPE**



## **PREAMBLE**

Canadian Union Promotions Inc. operating as Union Marketing, otherwise known as the Employer.

The desire of this Agreement is to establish mutually satisfactory relations between Canadian Union Promotions Inc. and its employees; to provide for the prompt and equitable disposition of grievances; to establish and maintain safe, satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement; and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union. Both parties agree to act in a fair and reasonable manner.

This Agreement was negotiated as a Clear Language Agreement to ensure quick and easy interpretation and understanding.

## **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS**

# **ARTICLE 1 - MANAGEMENT RIGHTS**

## **1.01**

### **MANAGEMENT RIGHTS**

All matters concerning the operation, administration and conduct of Canadian Union Promotions Inc.'s business and affairs, not limited by the terms of this Agreement, shall be reserved to management and be its sole right and responsibility. The question of whether any of these rights is limited by this Agreement may be decided through the grievance and arbitration procedure. The Employer shall act in a reasonable manner concerning the operation, administration and conduct of business affairs.

The Employer agrees to abide by the principles of progressive discipline. The Employer shall not discipline or dismiss an Employee without just cause.

## **1.02**

### **NO DISCRIMINATION**

The Employer and the Union agree that all Employees will be protected against discrimination, respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, Union, physical appearance, residence, or the association with others similarly, protected, or any other prohibition of the Human Rights Act of Ontario.

## **ARTICLE 2 - RECOGNITION**

### **2.01**

#### **BARGAINING UNIT**

Canadian Union Promotions Inc. recognizes the Union as the sole bargaining agent for all employees employed by Canadian Union Promotions Inc. save and except supervisors and persons above rank of supervisor, student interns, students employed during the summer months, and office and clerical staff.

### **2.02**

#### **WORK OF THE BARGAINING UNIT**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, research and development, and training as mutually agreed upon in writing by the Parties.

### **2.03**

#### **NO OTHER AGREEMENTS**

No employee shall be required or permitted to make any written or verbal agreement with Canadian Union Promotions Inc. or their representatives which may conflict with the terms of the Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### **2.04**

#### **NO CONTRACTING OUT**

In order to provide job security for the members of the bargaining unit, Canadian Union Promotions Inc. agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee if this will result in a loss of work for any current bargaining unit Employee.

## 2.05

### REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES

When dealing or negotiating with Canadian Union Promotions Inc., the Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees. The Union shall also have the right to any advisors who shall have access to Canadian Union Promotion Inc.'s premises, with written consent, in order to deal with any matters arising out of this Collective Agreement. Such consent shall not be unreasonably denied.

## 2.06

### DEFINITION OF EMPLOYEE

- A)** A "full-time" employee shall be deemed to be an employee who regularly works thirty-five (35) hours or more per week, who makes a commitment to be available on a pre-scheduled basis as required within this agreement, and in respect of whom there is advance scheduling. Full-time employees shall be entitled to all employment benefits from this Collective Agreement.
- B)** A "part-time" employee shall be deemed to be an employee who regularly works twenty-four (24) hours or less per week, who makes a commitment to be available on a pre-scheduled basis as required within this agreement, and in respect of whom there is advance scheduling. Part-time employees shall be entitled to all employment benefits from this Collective Agreement.
- C)** A "contract" employee shall be deemed to be an employee who regularly works more than thirty-five (35) hours per week, who makes a commitment to be available on a pre-scheduled basis as required within this agreement, in respect of whom there is advance scheduling, and who works for a specified contractual period of time not to exceed six (6) months. Any contract employee retained for more than six (6) months or rehired after their contractual period for more than a cumulative six (6) months within a twenty-four (24) month period, shall be deemed to be a "full-time" employee.
- D)** An "intern" is an unpaid person who must have graduated from an educational institution in the twelve (12) months prior to being placed at Canadian Union Promotions Inc. in order to obtain experience and knowledge in a work environment. They may not do any work of the bargaining unit, but may participate and assist a bargaining unit worker in completing work. No more than two (2) interns may be placed in any department. No individual intern shall have more than one placement in Canadian Union Promotions Inc., and no placement shall exceed three (3) months in duration. The activities of interns may be a standing agenda item for Labour Management meetings.



## **ARTICLE 3 - NO STRIKES/LOCKOUTS**

### **NO STRIKES OR LOCKOUTS**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and Canadian Union Promotions Inc. agrees that there will be no lockout, in accordance with the Ontario Labour Relations Act.

## ARTICLE 4 - HARASSMENT

### 4.01

#### PERSONAL HARASSMENT

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known as unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

### 4.02

#### SEXUAL HARASSMENT

**A.** Definition: Sexual harassment shall be defined as any sexually-oriented practice that undermines an employee's health, job performance, workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but is not limited to:

- 1) Unnecessary touching or patting;
- 2) Suggestive remarks or other verbal abuse;
- 3) Leering at a person's body;
- 4) Compromising invitations;
- 5) Demands for sexual favours;
- 6) Physical assault.

**B.** Canadian Union Promotions Inc. agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action.

**C.** Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

**D.** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

**E.** No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

**F.** Canadian Union Promotions Inc. recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

### **5.01**

#### **UNION SECURITY**

All employees of Canadian Union Promotions Inc., excluding interns, as a condition of continuing employment, become and remain in good standing with the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. Canadian Union Promotions Inc. shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **5.02**

#### **DEDUCTIONS**

Deductions shall be made from the semi-monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 21<sup>st</sup> day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees hired or terminated during that month. A copy of this list shall also be forwarded to the Secretary-Treasurer of the Local Union. The Union agrees to hold harmless and indemnify Canadian Union Promotions Inc. against any liability incurred as a result of contributions made in accordance with this Article.

### **5.03**

#### **NEW EMPLOYEES**

**A)** Canadian Union Promotions Inc. agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

**B)** Canadian Union Promotions Inc. agrees that a Local Union representative will be given the opportunity to provide an orientation session to each newly-hired employee who is not a member of the Union, once during the employee's first week of employment, for the purposes of advising such employee of the existence of the Union and of his/her rights and obligations under the terms of this Agreement. Such orientation session may take place on Canadian Union Promotions Inc.'s premises at a time and location designated by Canadian Union Promotions Inc. for such orientation session and shall not exceed fifteen (15) minutes in duration.

## **5.04**

### **T4 SLIPS**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **ARTICLE 6 - CORRESPONDENCE**

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President and National Representative of the Union.

## **ARTICLE 7 - UNION - MANAGEMENT RELATIONS**

### **7.01**

#### **A) REPRESENTATION**

No individual employee or group of employees shall undertake to represent the Union at meetings with Canadian Union Promotions Inc. without proper written authorization from the Union. In order that this may be carried out, the Union will supply Canadian Union Promotions Inc. with the names of its officers. Similarly, Canadian Union Promotions Inc. shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### **B) UNION OFFICERS AND COMMITTEE MEMBERS**

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including the investigation and processing of grievances and attendance at meetings with Canadian Union Promotions Inc. at the work site and for participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work on various committees, shall be considered as time worked.

### **7.02**

#### **BARGAINING COMMITTEE**

A Bargaining Committee shall be appointed and consist of not more than four (4) members of Canadian Union Promotions Inc. as appointees of Canadian Union Promotions Inc., and not more than four (4) members of the Union as appointees of the Union. The Union will advise Canadian Union Promotions Inc. in writing of the Union nominees to the Committee.

Canadian Union Promotions Inc. shall pay members of the Union Bargaining Committee up to thirty-two (32) hours in total for bargaining preparation. Such time will be at a time agreed to by Canadian Union Promotions Inc.

## 7.03

### LABOUR-MANAGEMENT COMMITTEE

A Labour-Management Committee shall be set up to discuss topics of general interest and overall conditions at Canadian Union Promotions Inc. Its purpose will be to provide an outlet for exchange of ideas between Canadian Union Promotions Inc. and its employees on matters of general interest and it shall, from time-to-time, as it sees fit, make recommendations, which will make for a greater degree of co-operation and understanding between the parties concerned. The Director, Labour Relations and Employee Services of Canadian Union Promotions Inc. or Recording Secretary of the Union shall notify the other party regarding scheduling a meeting of the Labour-Management Committee. An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall be comprised of up to three (3) Canadian Union Promotions Inc. officers and three (3) Union officers.

## 7.04

### WORKLOAD

An employee's workload may be the subject of a grievance.

## 7.05

### HEALTH AND SAFETY COMMITTEE

**A)** The parties agree to abide by the Occupational Health and Safety Act and its regulations. Canadian Union Promotions Inc. and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.

**B)** A joint management and employees' Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs, and obtain information from Canadian Union Promotions Inc. or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to Canadian Union Promotions Inc. and to the Union.

**C)** Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to Canadian Union Promotions Inc. on the nature and cause of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him or her on inspections. Scheduled time spent in all such activities shall be considered as time worked - regular or premium rates may apply.

**D)** The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose.

**E)** The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01**

#### **RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE**

In order to provide an orderly and speedy procedure for the settling of grievances, Canadian Union Promotions Inc. acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing and processing his/her grievance in accordance with the grievance procedure.

### **8.02**

#### **NAMES OF STEWARDS**

The Union shall notify Canadian Union Promotions Inc. in writing of the name of each Steward and the department(s) he/she represents before Canadian Union Promotions Inc. shall be required to recognize him/her.

### **8.03**

#### **GRIEVANCE COMMITTEE**

The Grievance Committee shall be composed of the President and Vice President of the Union, or their designates, plus the Union Steward directly involved with the grievance.

### **8.04**

#### **PERMISSION TO LEAVE WORK**

Canadian Union Promotions Inc. agrees that Stewards of the grievance shall not be hindered, coerced or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

A Union officer shall be entitled to leave their work for up to thirty (30) minutes at the end of the day, after the backup period stipulated in Article 14.01 (d), in order to carry out their functions under this Agreement - specifically the investigation and processing of grievances. Attendance at meetings with Canadian Union Promotions Inc. and participation in arbitration shall be permitted during work hours.

Permission to leave work during such hours shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.



## 8.05

### DEFINITION OF A GRIEVANCE

A Grievance shall be defined as any difference out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where Canadian Union Promotions Inc. has acted unjustly, improperly or unreasonably.

## 8.06

### SETTLING OF A GRIEVANCE

An earnest effort shall be made to promptly settle a grievance in the following manner.

**STEP 1** - If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek the dispute with the employee's Supervisor.

**STEP 2** - Failing to reach a satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall meet with the Grievance Committee within five (5) working days to hear particulars of the grievance(s) and then shall render his/her decision within five (5) working days after such meeting.

**STEP 3** - Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the President of Canadian Union Promotions Inc. The President of Canadian Union Promotions Inc. shall meet with the Grievance Committee within ten (10) working days to hear particulars of the grievance(s), then shall render his/her decision within ten (10) working days after such meeting.

**STEP 4** - Failing to reach a satisfactory settlement in Step 3, the Union may refer the dispute to arbitration.

## 8.07

### SETTLING OF A GRIEVANCE - MEDIATION

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

## **8.08**

### **SETTLING OF A GRIEVANCE - POLICY GRIEVANCES**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2, and 3 of this Article may be by-passed.

## **8.09**

### **SETTLING OF A GRIEVANCE - UNION MAY INSTITUTE A GRIEVANCE**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee or group of employees and seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

## **8.10**

### **SETTLING OF A GRIEVANCE - DEVIATION FROM GRIEVANCE PROCEDURE**

After a grievance has been initiated by the Union, Canadian Union Promotions Inc.'s representatives shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without consent of the Union. Violation of this section shall result in the grievance being allowed.

## **8.11**

### **SETTLING OF A GRIEVANCE - GRIEVANCE SAFETY**

An employee or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination), shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

## **8.12**

### **SETTLING OF A GRIEVANCE - REPLIES IN WRITING**

Replies to grievances stating reasons shall be in writing at all stages.

## **8.13**

### **SETTLING OF A GRIEVANCE - MEETING ROOMS FOR GRIEVANCES**

In order to facilitate an orderly and confidential investigation of grievances, Canadian Union Promotions Inc. shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

## **8.14**

### **SETTLING OF A GRIEVANCE - FAILURE TO ACT WITHIN TIME LIMITS**

All grievances shall be processed within time limits. Extensions to time limits will be granted by mutual agreement. Such agreement will not be unreasonably withheld.

## **8.15**

### **SETTLING OF A GRIEVANCE - REFERRAL TO ARBITRATION**

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

## **8.16**

### **SETTLING OF A GRIEVANCE - DEFINITION OF WORKING DAYS**

"Working day" as used in the Grievance and Arbitration Procedure, shall mean a day other than Saturday, Sunday or a recognized holiday.

## **8.17**

### **EMPLOYER GRIEVANCE**

In the event that Canadian Union Promotions Inc. has a grievance, they shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorized officers of the Union who shall confer with Canadian Union Promotions Inc. within twenty (20) working days of the receipt of such grievance. In the event the authorized officers of the Union do not provide redress satisfactory to Canadian Union Promotions Inc., they may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement.

## **ARTICLE 9 - ARBITRATION**

### **9.01**

#### **REFERRAL TO ARBITRATION**

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the Grievance Procedure, shall be settled by arbitration.

A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8. Such notice shall contain three (3) names of either party's choice of arbitrators. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party shall, in turn, provide its own three (3) names of arbitrators.

The selection of arbitrator should be selected based on agreement upon an arbitrator from either of these lists of arbitrators. Should any arbitrator appear on both lists, they should be appointed. Should either party fail to name their three (3) arbitrators within five (5) working days, either party shall be entitled to request the Office of Arbitration, Ontario Ministry of Labour, to make the appointment of an arbitrator.

### **9.02**

#### **PAYMENT OF THE ARBITRATOR**

Canadian Union Promotions Inc. and the Union agree the appointment and jurisdiction of the arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

### **9.03**

#### **POWERS OF THE BOARD**

It is agreed and understood that the arbitrator shall have no authority to alter, modify or annul any part of this Agreement.

However, the arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as the arbitrator deems just and reasonable in all circumstances.

## **9.04**

### **DECISION OF THE BOARD**

The arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the arbitrator shall be final and binding on the parties in the absence of any error in law.

## **9.05**

### **TIME LIMITS**

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of both parties.

## **9.06**

### **SINGLE ARBITRATOR**

Canadian Union Promotions Inc. and the Union agree that by mutual written agreement of the parties, a sole arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when necessary.

# **ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

## **10.01**

### **A) PERSONNEL FILE**

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

### **B) ADVERSE REPORT**

Canadian Union Promotions Inc. shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with Canadian Union Promotions Inc. whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

## **10.02**

### **DISCIPLINE NOTICES**

Whenever Canadian Union Promotions Inc. or a representative of Canadian Union Promotions Inc. deems it necessary to discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his/her work up to a required standard, Canadian Union Promotions Inc. shall, within ten (10) working days of becoming aware of any event or complaint, give written particulars of such discipline to the Secretary of the Union, with a copy to the employee involved.

The copy shall be presented to the employee in the presence of his/her Steward.

## **10.03**

### **DISCHARGE PROCEDURE**

When an employee is discharged or suspended, the Employee and the Union shall be advised promptly in writing by Canadian Union Promotions Inc. as to the reason for such discharge or suspension.

## **10.04**

### **MAY OMIT GRIEVANCE STEPS**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

## **10.05**

### **DESIGNATION OF SUPERVISOR**

Every employee shall be notified of his/her immediate designated supervisor by means of an organizational chart provided to them every six (6) months. If no changes have occurred, the employer shall advise the Union that the current reporting structure remains in effect.

## **10.06**

### **ACCESS TO PERSONNEL FILE**

An employee shall have the right during normal business hours of the administration office, with forty-eight (48) hours notice, to have access to his/her personnel file for review. The Employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein.

## 10.07

### RIGHT TO UNION REPRESENTATION

Canadian Union Promotions Inc. shall have the right to communicate with its employees in the normal course of supervision.

An employee shall have the right to Union representation at meetings with supervisory personnel which might result in disciplinary action. Where a supervisor intends to interview an employee which could result in disciplinary action, the Supervisor shall notify the Employee in advance of the subject of the interview. Canadian Union Promotions Inc. shall also notify the Employee of their right to have Union representation at the interview.

A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action, so long as it does not unreasonably forestall the process.



## **ARTICLE 11 - SENIORITY**

### **11.01**

#### **SENIORITY DEFINED**

Seniority is defined as the length of service with Canadian Union Promotions Inc. in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

### **11.02**

#### **SENIORITY LIST**

Canadian Union Promotions Inc. shall maintain separate seniority lists for full-time and part-time employees, showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and June. An employee's name shall not be placed on the seniority list until he/she has completed his/her probationary period as outlined in Article 11.03.

Seniority, as set out on the seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and lay-offs. For promotions and lay-offs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted or the notice of lay-off was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

### **11.03**

#### **PROBATIONARY EMPLOYEES**

Newly-hired employees shall be considered on a probationary basis for a period of sixty (60) days worked from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment. Contract employees who have accumulated more than sixty (60) days worked for the Employer will be deemed to have served their probationary period.

## 11.04

### LOSS OF SENIORITY

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by Canadian Union Promotions Inc.

An employee shall only lose his/her seniority in the event:

- A)** S/he is discharged for just cause and is not reinstated.
- B)** S/he resigns and does not rescind within three (3) days.
- C)** S/he is absent from work in excess of four (4) scheduled shifts without sufficient cause or without notifying Canadian Union Promotions Inc., unless such notice was not reasonably possible.
- D)** S/he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep Canadian Union Promotions Inc. informed of his/her current address.
- E)** S/he is laid off in excess of eighteen (18) months.

## 11.05

### TRANSFERS AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without his/her written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by Canadian Union Promotions Inc. to a position in the bargaining unit within twelve (12) months, he/she will be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of his/her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an employee, transferred out of the bargaining unit, is returned to the bargaining unit within a period of six (6) calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.

## **11.06**

### **CONTRACT TO FULL-TIME EMPLOYMENT**

If an employee transfers from contract employee to full-time employee, they shall be awarded their seniority from the date they commenced their first contract with Canadian Union Promotions Inc.

# **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

## **12.01**

### **A) JOB POSTINGS**

When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) working days of the vacancy, Canadian Union Promotions Inc. shall post the notice to all employees and provide a notice to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be provided to the Union.

### **B) TEMPORARY VACANCIES**

Temporary vacancies anticipated to be less than six (6) weeks in duration shall not be posted, unless otherwise agreed between Canadian Union Promotions Inc. and the Union. Canadian Union Promotions Inc. will endeavour to distribute shifts as equally as possible.

### **C) TEMPORARY JOB POSTINGS**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

### **D) SUCCESSFUL APPLICANT**

The successful applicant for a permanent full-time vacancy will fill the vacancy within three (3) weeks from the date the employee was awarded vacancy unless there are circumstances beyond the reasonable control of Canadian Union Promotions Inc.

The successful applicant for a temporary full-time vacancy will fill the vacancy within three (3) weeks from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of Canadian Union Promotions Inc.

## **12.02**

### **INFORMATION IN POSTINGS**

The internal job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

## **12.03**

### **INTERNAL AND EXTERNAL ADVERTISING**

Postings may be advertised internally and externally at the same time.

No external candidate shall be considered unless there are no suitable internal candidates.

In the event of a newly created position, the employer may temporarily fill the vacancy for a period of up to six (6) weeks in accordance with Article 12.01(b).

## **12.04**

### **RECOGNITION OF SENIORITY**

Both parties recognize the principle of promotion within the service of Canadian Union Promotions Inc., and that job opportunity should increase in proportion to length of service.

## **12.05**

### **METHODS OF MAKING APPOINTMENT**

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

## **12.06**

### **TRIAL PERIOD**

The successful applicant shall be placed on trial for a period of thirty (30) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) calendar days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position and salary without loss of seniority, wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and salary without loss of seniority, wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.03/12.05. If there are no unsuccessful applicants, then the position would be reposted.

## **12.07**

### **UNION NOTIFICATION**

The Union shall be notified of all appointments, hirings, lay-offs, recalls, resignations, retirements and terminations of employment.

## **12.08**

### **DISABLED EMPLOYEE'S PREFERENCE**

An employee who has been incapacitated at his/her work by injury or compensable occupational disease or who, through advancing years or temporary disablement, is unable to perform his/her regular duties, will be employed in other work which he/she can do.

## **12.09**

### **POSTINGS WHILE ON VACATION OR LEAVE**

When an employee will be absent on vacation and/or a leave of absence, the employee may advise his/her manager, in writing, and no more than seven (7) days prior to beginning the vacation, that he/she wishes to be considered for any potential job posting which might arise during his/her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

## 12.10

### NEW CLASSIFICATION

When a new classification within the bargaining unit is established by Canadian Union Promotions Inc., Canadian Union Promotions Inc. shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) working days, Canadian Union Promotions Inc. shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with Canadian Union Promotions Inc. within ten (10) working days of receipt of notice of the projected rate. At such meeting, the parties will review the rate, Canadian Union Promotions Inc.'s rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which Canadian Union Promotions Inc. gave the Union notice of the new rate.

When Canadian Union Promotions Inc. makes a substantial change in the job content of an existing classification which, in reality, causes such classification to become a new classification, the employer agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by the Board of Arbitration or Arbitrator, as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

## **ARTICLE 13 - LAY-OFFS AND RECALLS**

### **13.01**

#### **LAY-OFFS AND RE-HIRING PROCEDURE**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 11 - Seniority. Employees shall be laid off in reverse order of seniority and be recalled in the order of their seniority, providing they are qualified to do the work.

### **13.02**

#### **LAY-OFFS DEFINED**

Lay-offs, under the provisions of this Collective Agreement, shall include the reduction of daily or weekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

### **13.03**

#### **NOTICE OF LAY-OFF**

In the event of a proposed lay-off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, Canadian Union Promotions Inc. will:

**A)** Provide the Union with at least sixty (60) days notice prior to its implementation. This notice is not in addition to required notice for individual employees.

**B)** Provide affected employees with the required notice in accordance with the Employment Standards Act.

**C)** Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between Canadian Union Promotions Inc. and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.



## 13.04

### LAY-OFF PROCEDURE

- A)** In the event of lay-off, Canadian Union Promotions Inc. shall lay off employees in reverse order of seniority within their classification, provided that there remain on-the-job employees who are able to meet the normal requirements of the job.
- B)** An employee who is subject to lay-off shall have the right to either:
- i) Accept the lay-off; or
  - ii) Displace an employee who has:
    - less bargaining unit seniority in a lower or identical-paying classification; and/or
    - who has scheduled hours less than or equal to the employee being laid off; and/or
    - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
  - iii) An employee who wishes to exercise his/her right to displace another employee with less seniority shall advise Canadian Union Promotions Inc. within seven (7) days of the date of the notice of lay-off issued by Canadian Union Promotions Inc.
  - iv) In the event that an employee is laid off from the full-time bargaining unit, and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

## 13.05

### RECALL PROCEDURE

- A)** An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the ability and qualifications to perform the work. In determining the ability and qualifications of an employee to perform the work, Canadian Union Promotions Inc. shall not act in an arbitrary manner.
- B)** No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- C)** It is the responsibility of the employee who has been laid off to notify Canadian Union Promotions Inc. of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second day of mailing), and to return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

## RECALL PROCEDURE CONTINUED

**D)** Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed four (4) weeks of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01**

#### **NORMAL HOURS OF WORK**

**A)** The normal hours of work shall be eight (8) hours per day (inclusive of a sixty (60) minute unpaid meal break), which shall occur between 7 am and 7 pm. The normal hours of work will be 9 am to 5 pm unless otherwise agreed between Canadian Union Promotions Inc. and the Employee. The normal days of work shall be five (5) days per week from Monday to Friday.

**B)** In no instance will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed.

**C)** All hours shall be distributed equitably by seniority, provided that the employee is capable of performing the work required.

**D)** Each employee shall be afforded a period of fifteen (15) minutes at the end of each working day for the purpose of data back-up, saving of files, time sheet completion, and equipment shutdown.

### **14.02**

#### **DAYS OFF**

Days off shall be Saturday and Sunday unless otherwise agreed between Canadian Union Promotions Inc. and the Employee.

Part-time employees may be hired to work on Saturdays and/or Sundays. These would be considered their normal days of work.

### **14.03**

#### **REPORTING PAY**

Employees who report for or agree to work any shift other than their scheduled shift will be paid for all hours worked but shall be guaranteed at least three (3) hours of work. If no work is available, the employee will be paid at least three (3) hours. The reporting allowance outlined herein shall not apply whenever an employee has received twenty-four (24) hours of prior notice not to report for work.

## 14.04

### TIME OFF BETWEEN SHIFTS

**A)** Employees are to be allowed a minimum of twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift, unless by mutual agreement. Under no circumstances shall the Employee have less than eight (8) hours free from work between shifts.

**B)** In special circumstances, such as conferences or special events, the Union and the Employer shall meet in advance to determine hours of work. Any variation to the articles set out in this Collective Agreement shall only occur by mutual agreement between Canadian Union Promotions Inc. and the Union. Individual employees shall then have the option of accepting or declining the assignment under the negotiated terms.

## 14.05

### ON-CALL PAY

Any employee assigned in writing, and who agrees to be available for work, other than during regular work hours, shall be paid an on-call allowance of three dollars and fifty cents (\$3.50) per hour for each and every hour they are available to do work. This rate shall be regularly adjusted as per the negotiated average wage increase.

Any employee performing actual work shall be paid the greater of their on-call pay or in accordance with Article 14.03 for all hours worked within the on-call period, whether remotely or at the workplace.

If the work requires the Employee to return to the workplace, the Employee shall be paid the greater of three (3) hours or from the time of the call back until their return home.

The Employer shall not unreasonably require the Employee to return to the workplace to perform work that could be reasonably performed at home.

## **ARTICLE 15 - OVERTIME**

### **15.01**

#### **OVERTIME DEFINED**

All time worked in excess of forty (40) hours outside the normal workday or the normal workweek shall be considered as overtime.

All hours worked in excess of thirty-five (35) hours shall be agreed to by the Employee and authorized by the Employer in writing via email.

### **15.02**

#### **OVERTIME RATES**

- A)** On a regular workday - Time and one-half after the Employee has worked in excess of forty (40) hours in one week.
- B)** On regularly scheduled days off - Time and one-half for all hours worked if the Employee agrees to work.
- C)** On a holiday when the Employee was scheduled to work - Time and one-half in addition to holiday pay. The overtime pay outlined herein shall not apply whenever an employee has received twenty-four (24) hours of prior notice not to report for work.
- D)** On a holiday when the Employee was not scheduled to work - Double time in addition to holiday pay if the Employee agrees to work. The overtime pay outlined herein shall not apply whenever an employee has received twenty-four (24) hours of prior notice not to report for work.

### **15.03**

#### **NO LAY-OFF TO COMPENSATE FOR OVERTIME**

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

## **15.04**

### **DISTRIBUTION OF OVERTIME**

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

## **15.05**

### **TIME OFF IN LIEU OF OVERTIME**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the Employee and Canadian Union Promotions Inc.

## **15.06**

### **NO DUPLICATING OR PYRAMID OF OVERTIME**

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

However, time worked on a paid holiday shall be counted as part of the normal workweek.

## **15.07**

### **MEAL ALLOWANCE**

An employee required to work more than two (2) hours of time beyond their normal hours of work shall be provided a meal or paid a meal allowance of ten (\$10.00) dollars.

An employee required to work more than four (4) hours of time beyond their normal hours of work shall be provided a meal or paid a meal allowance of twenty (\$20.00) dollars.

This expense shall be payable out of petty cash or as an expense without receipt at the discretion of the employee.

## ARTICLE 16 - HOLIDAYS

### 16.01

#### LIST OF HOLIDAYS

The following holiday pay provisions apply to all employees:

##### List of Holidays

Canadian Union Promotions Inc. recognizes the following as paid holidays:

New Year's Day (January 1 <sup>st</sup> )	Canada Day (July 1 <sup>st</sup> )
Family Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Labour Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day (when required by statute)	Christmas Day
Boxing Day	Victoria Day

(EID or Yom Kippur may be substituted for Family Day, Labour Day or Canada Day.)

Canadian Union Promotions Inc. agrees to grant employees their birthday as a day off. The birthday must be taken on the calendar date and cannot be substituted for any other day off. If the birthday occurs on a weekend, statutory holiday, or vacation, no further day off or pay will be received by the Employee.

### 16.02

#### HOLIDAY QUALIFICATIONS

In order to be entitled to receive payment for these holidays, the Employee must work his/her scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absence due to illness.

Employees wishing to take other religious holidays off may offer to work both Christmas and New Year's Day and receive their selected holidays off instead.

## **16.03**

### **PAYMENT FOR HOLIDAYS**

An employee who is required to work on any of the above named holidays will receive pay in accordance with 15.02 (c) in addition to pay for the holiday at the Employee's regular hourly rate. In the alternate, the Employee may be granted an alternate day off (lieu day) at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

## **16.04**

### **HOLIDAYS FOR DAYS OFF**

When any of the above noted holidays fall on an employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer or, by mutual agreement, a day's pay in lieu thereof.



## **ARTICLE 17 - VACATIONS**

### **17.01**

#### **LENGTH OF VACATION**

The vacation year shall be deemed to be January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one (1) year of service	10 working days
One (1) year of service	15 working days
Five (5) years of service	20 working days

### **17.02**

#### **HOLIDAYS DURING VACATION**

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation with pay for each holiday in addition to his/her regular vacation time.

### **17.03**

#### **VACATION PAY ON TERMINATION**

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

### **17.04**

#### **PREFERENCE IN VACATIONS**

Vacations shall be granted first come, first served on the basis of seniority.

## 17.05

### VACATION SCHEDULES

Vacation requests for the months of January, February and March shall be submitted by December 1<sup>st</sup> of the previous year.

Vacation requests for the months of April, May and June shall be submitted by March 1<sup>st</sup>.

Vacation requests for the months of July, August and September shall be submitted by June 1<sup>st</sup>.

Vacation requests for the months of October, November and December shall be submitted by September 1<sup>st</sup>.

Vacation requests may be made at other times of the year but will be subject to availability and seniority. Vacation requests submitted in accordance with the provisions of this collective agreement shall not be unreasonably denied. No employee shall be denied more than one vacation request in any given calendar year.

Vacations, once granted, shall not be changed unless mutually agreed to by the Employer and the Employee.

## 17.06

### UNBROKEN VACATION PERIOD

An employee shall be entitled to receive his/her vacation in an unbroken period of up to three (3) weeks if he/she so wishes. In order to take an unbroken vacation period of three (3) weeks, the Employee must request their vacation at least three (3) months in advance, unless otherwise mutually agreed upon between the Employee and the Employer. Such vacation requests shall not be unreasonably denied.

The Employer shall grant employees any or all of their vacation allotment should it be requested for a significant life event, such as the marriage of that employee, provided this vacation is requested at least three (3) months in advance.

## **17.07**

### **ILLNESS DURING VACATION**

Sick leave may be substituted for vacation where it can be proven by the Employee that a serious debilitating illness or accident occurred while on vacation. Medical evidence of the illness or the accident may be requested by Canadian Union Promotions Inc. in order to make this substitution.

It is understood that Canadian Union Promotions Inc. will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

## **17.08**

### **VACATION NOT SCHEDULED**

There shall be no vacation carry-over or cash out.

Should an employee not schedule their vacation during the year in which it is available to be taken, the employer shall schedule the entire vacation allotment in the period directly prior to December 31<sup>st</sup> of that year.

For clarity, an employee who has twenty (20) vacation days and has not scheduled vacation during the year, shall be scheduled to take their vacation from December 1<sup>st</sup> to December 31<sup>st</sup> (including the two Statutory Holidays).

## **ARTICLE 18 - SICK LEAVE PROVISIONS**

### **18.01**

#### **SICK LEAVE DEFINED**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **18.02**

#### **ACCUMULATION OF SICK LEAVE**

Sick leave shall be earned and prorated based on the chart in Appendix "C".

### **18.03**

#### **PROOF OF ILLNESS**

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out his/her duties due to illness. If there is a cost to the Employee for the medical certificate, it will be paid for by the Employer.

### **18.04**

#### **NOTIFICATION TO CANADIAN UNION PROMOTIONS INC.**

An employee who is unable to report for duty on his/her scheduled shift shall notify Canadian Union Promotions Inc. of this fact in advance of the commencement of his/her scheduled shift provided that this requirement shall be waived by Canadian Union Promotions Inc. where the Employee was unable to give such notice due to circumstances beyond his/her control.

### **18.05**

#### **DEFINITIONS**

For the purpose of this Article, the word "month" shall mean a calendar month and the words "sick leave" shall include injury and/or any other physical or psychological incapacity.

## **18.06**

### **INJURY PAY PROVISIONS**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the Employee is fit for further work on that shift.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01**

#### **GENERAL LEAVE**

Canadian Union Promotions Inc. may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such request is to be in writing with as much notice as possible and approved by Canadian Union Promotions Inc. Employees on approved leave of absence should not engage in any gainful employment without permission of Canadian Union Promotions Inc. Such leave is not to be unreasonably denied.

### **19.02**

#### **LEAVE FOR UNION BUSINESS**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with Canadian Union Promotions Inc. or with respect to a grievance.

Time spent at any interest or rights arbitration hearing, provided that employees shall be required to obtain the permission of Canadian Union Promotions Inc. before leaving their employment, shall be paid to the Employee as regular hours.

The Union shall reimburse Canadian Union Promotions Inc. for fifty (50%) percent of pay for hours spent at interest or rights arbitration.

### **19.03**

#### **LEAVE FOR UNION FUNCTION**

Upon notification to Canadian Union Promotions Inc., up to two (2) employees elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority.

The Union shall reimburse Canadian Union Promotions Inc. for receipt of such pay.

## 19.04

### LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

## 19.05

### BEREAVEMENT LEAVE

**A)** In the event of death of an employee's spouse (including same sex or common-law spouse and fiancé), child or parent, the Employee shall be entitled to leave of absence without loss of pay for five (5) days.

**B)** In the event of death of an employee's grandparent, aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, mother-in-law, father-in-law, son-in-law, daughter-in-law or cousin, the Employee shall be entitled to leave of absence without loss of pay for three (3) days.

**C)** Where the burial occurs at a locale in excess of 500 kilometres, such leave shall include reasonable traveling time, the latter not to exceed one (1) day with pay. Additional days without pay may be granted. The Employee shall be paid for scheduled hours during the leave which he/she otherwise would have worked.

The Employee will be allowed to reserve one day of bereavement leave in order to attend the memorial service.

The Employer shall allow one-half (1/2) day of paid leave to an employee, upon request, to attend a funeral.

The Employer reserves the right to request for suitable proof for taking of bereavement leave.

## 19.06

### COMPASSIONATE LEAVE OR FAMILY LEAVE

Leave with pay shall be granted up to a maximum of four (4) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

## 19.07

### FAMILY LEAVE

Employees shall be granted a leave without pay of twelve (12) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, Canadian Union Promotions Inc. will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave, the Employee shall continue to accrue all benefits and seniority.

## 19.08

### PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

**A)** (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks, as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give Canadian Union Promotions Inc. four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish Canadian Union Promotions Inc. with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(ii) The Employee must have started employment with Canadian Union Promotions Inc. at least thirteen (13) weeks prior to the expected date of birth.

(iii) The Employee shall give at least four (4) weeks' notice of her intention to return to work. The Employee may shorten the duration of the leave of absence requested under this Article upon giving Canadian Union Promotions Inc. four (4) weeks' notice of her intention to do so and furnishing Canadian Union Promotions Inc. with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 19.08 h) Parental Leave.



**B)** An employee who is on pregnancy or parental leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to a twenty (20%) percent top up of his/her regular weekly earnings and the sum of his/her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-six (26) weeks for a maximum per month of one thousand dollars (\$1000.00). The Employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave multiplied by his/her normal weekly hours.

The Employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments, in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits, are not reduced or increased by payments received under the plan.

**C)** An employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

**D)** An employee who intends to resume his/her employment on the expiration of the leave of absence granted to his/her under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to his/her former job and former shift if his/her shift was designated.

All employees who fill vacancies as a result of the above absences shall, likewise, be returned to their former permanent positions.

**E)** When Canadian Union Promotions Inc. has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, Canadian Union Promotions Inc. shall upon resumption of operations, reinstate the employee to his/her employment or to alternate work in accordance with the established seniority system or practice of Canadian Union Promotions Inc. in existence at the time the leave of absence began and, in the absence of such a system or practice, shall reinstate the employee in accordance with the provisions of 19.08 d).

**F)** Such absence is not an illness under the interpretation of this agreement and sick leave benefits cannot be used.

**G)** Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

**H)** Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave as provided under the Parental Leave provisions of this agreement. The Employee shall give Canadian Union Promotions Inc. at least four (4) weeks' notice in writing that she intends to take parental leave.

## **19.09**

### **PARENTAL LEAVE**

(i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his/her own.

(iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

(iv) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

(v) For the purposes of Parental Leave, the provisions under 19.08 a), b), d), e), f) and g) shall also apply.

Canadian Union Promotions Inc. will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the Employee is on pregnancy leave.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the Employee's normal regular hours of work would have been.

Canadian Union Promotions Inc. will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

(vi) Any person not taking parental leave shall be permitted three (3) days of paid personal leave to attend the birth of their child.

## **19.10**

### **JURY OR COURT WITNESS DUTY**

Canadian Union Promotions Inc. shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. Canadian Union Promotions Inc. shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for Canadian Union Promotions Inc. and at the request of Canadian Union Promotions Inc., in a matter arising out of his/her employment, shall be considered as time worked and shall be paid at the appropriate rate of pay.

## **19.11**

### **EDUCATION LEAVE AND PROFESSIONAL CONFERENCES**

Where employees are required by the employer to take courses to upgrade or acquire new employment qualifications, Canadian Union Promotions Inc. shall pay the full cost associated with the courses or conferences upon receiving certificate of course completion.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

### **20.01**

#### **EQUAL PAY FOR EQUAL WORK**

The principle of equal pay for equal work shall apply, regardless of gender.

### **20.02**

#### **PAY DURING TEMPORARY TRANSFERS**

When an employee temporarily relieves or performs the principle duties of a higher-paying position, he/she shall receive the rate for that job if assigned for four (4) hours or more. Should the Employer require an employee to do the principle duties of a higher classification, such direction shall be in writing.

When an employee is temporarily assigned to a lower-paying position than his/her own, his/her rate shall not be reduced.

### **20.03**

#### **RESPONSIBILITY ALLOWANCE FOR WORK OUTSIDE THE BARGAINING UNIT**

When Canadian Union Promotions Inc. temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the Employee shall receive an allowance of twenty five dollars (\$25.00) for each shift from the time of the assignment.

Should the Employer require an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit, such direction and mutual agreement shall be in writing.

### **20.04**

#### **PAY DAYS**

Canadian Union Promotions Inc. agrees that wages will be paid semi-monthly on the 15<sup>th</sup> and last day of the month.

On each payday, each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is underpaid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, Canadian Union Promotions Inc. will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to Canadian Union Promotions Inc.'s attention.

Errors for lesser amounts will normally be corrected on the next pay.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

### **21.01**

The employer shall provide health benefit plan MEDAVIE BLUE CROSS policy #0031320001 for the duration of this Collective Agreement.

### **21.02**

#### **LONG TERM DISABILITY**

The health benefit plan shall include an LTD plan providing for sixty-six point six-seven percent (66.67%) of basic salary for disability claims. Such long-term disability benefit to be payable after the employee has exhausted Employment Insurance sickness benefits or seventeen (17) weeks absent from the workplace, whichever comes first.

### **21.03**

#### **PREMIUMS**

The premiums of the Health Benefits and LTD plan will be paid one hundred percent (100%) by the employer.

### **21.04**

#### **WSIB**

The Employer shall provide Workplace Safety Insurance coverage for the duration of this agreement.

## **21.05**

### **CHANGE OF CARRIER**

It is understood that Canadian Union Promotions Inc. may at any time substitute another carrier for any plan, provided the benefits remain of similar or equal value subject to agreement between the parties.

Before making such a substitution, Canadian Union Promotions Inc. shall notify the Union to explain the proposed changes.

Upon request by the Union, Canadian Union Promotions Inc. shall provide to the Union full specifications of the Benefit Programs contracted for and in effect for employees covered herein.

## **21.06**

### **MASTER POLICY**

Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits.

## **ARTICLE 22 - GENERAL CONDITIONS**

### **22.01**

#### **BULLETIN BOARD**

Canadian Union Promotions Inc. shall provide a physical and electronic locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities. This bulletin board will be updated, as required, by the Union.

### **22.02**

#### **PLURAL AND FEMININE TERMS MAY APPLY**

Whenever the singular or masculine or feminine terms are used in this Agreement, it shall be considered as if the plural or feminine or masculine has been used where the context of the party or parties hereto so requires.

## 22.03

### WORK PORTFOLIO

Employees may submit a written request for having a selection of the work they created on behalf of the employer for the purpose of building their professional portfolio. Collective written requests should be submitted to HR at the end of each calendar month. The employer will review and provide written approval for the number of requested items by the 21<sup>st</sup> of the following month. Such requests shall not be unreasonably denied.

The employer reserves the right to withdraw any of the previously-approved projects from being displayed. In this case, written notice will be sent and withdrawal from publicly published portfolios shall be made within two (2) business days.

## ARTICLE 23 - EMPLOYMENT-RELATED EXPENSES

### 23.01

#### A)

i) Mileage - The Employer shall pay to the Employee fifty-eight cents (\$0.58) per kilometre for all mileage when an employee is required to report for work anywhere other than their regular workplace.

ii) Parking - The Employer shall provide parking without cost to the employees at their regular place of work. Any parking expenses incurred on behalf of the Employer's business shall be reimbursed to the Employee as an expense.

iii) Travel - The Employer shall reimburse the Employee for any travel expenses (air, train, bus, as reasonable), other than regular home to normal workplace travel, where the Employee does not use their own vehicle.

iv) The Employer shall pay forty-five dollars (\$45.00) per month toward employee business smartphones.

**B)** All employment-related expenses shall be pre-approved.

### 23.02

#### REMOTE WORK MEAL ALLOWANCE

An employee required to work away from their regular place of work in their home city, and not working from home, shall be provided with a meal or an allowance of twenty dollars (\$20.00) by the Employer.

## **23.03**

### **ACCOMMODATION EXPENSES**

The employer will cover all accommodation expenses as pre-approved.

## **23.04**

### **OUT OF TOWN PER DIEM**

The employer will provide a seventy-five dollar (\$75.00) out-of-town per diem to employees. Employees will pay for their own meals.



## **ARTICLE 24 - TERM OF THE AGREEMENT**

Canadian Union Promotions Inc. and the Union herein agree that the said Collective Agreement shall be from January 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2018.

LETTER OF AGREEMENT

between

CANADIAN UNION PROMOTIONS  
(hereinafter called the "Employer")

- and -


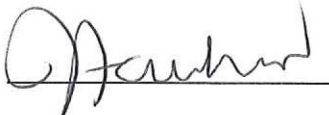

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 416 (CUP Unit)  
(hereinafter called the "Union")

RE: Job Descriptions

During the term of this agreement the Employer and the Union shall institute a committee to develop a job description for all classifications in Schedule A. This committee shall be constituted of two participants from the Union and two participants on the part of the Employer. This Committee shall meet monthly, during office hours as necessary, until all necessary job descriptions are created.

Any new jobs introduced into the bargaining Unit shall also have a job description produced by this committee within 90 days.

For the Union

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For the Employer



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LETTER OF AGREEMENT

between

CANADIAN UNION PROMOTIONS  
(hereinafter called the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 416 (CUP Unit)  
(hereinafter called the "Union")

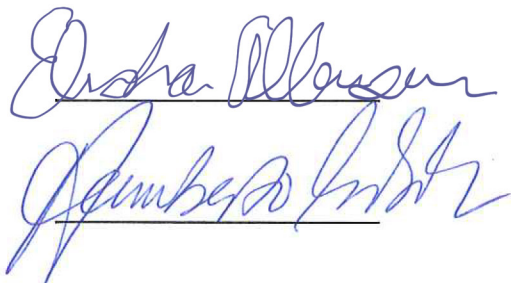
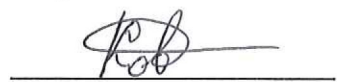
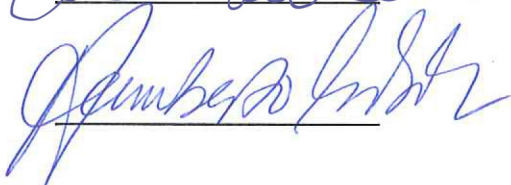
RE: Student Loan Retirement and Pension Plan

During the term of this Agreement the Union shall present to the Employer a hybrid plan for a matched contribution to the retirement of Employee student debt. This system shall be linked to a pension plan for those who do not have student debt, or for those whose student debt is completely eliminated through the program.

This plan would be the subject of negotiation into a future agreement.

For the Union

For the Employer

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## APPENDIX "A"

### CANADIAN UNION PROMOTIONS INC. WAGE SCALE

<b>Percentage Increase July 1<sup>st</sup>, 2016 +1%</b>	<b>Hourly Rate 0-1 year</b>	<b>Hourly Rate 1-2 years</b>	<b>Hourly Rate 2+ years</b>
<b>Classification</b>			
Web Developer	\$18.39	\$19.04	\$19.61
Photographer/Videographer	\$16.98	\$17.57	\$18.10
2D Animator/Illustrator	\$19.82	\$20.50	\$21.12
Chief Editor	\$21.51	\$22.26	\$22.93
Interactive Media Writer	\$16.98	\$17.57	\$18.10
Printing Press Operator	\$19.82	\$20.50	\$21.12
Creative Writer/Editorial Assistant	\$19.82	\$20.50	\$21.12
Conceptual Designer	\$19.82	\$20.50	\$21.12
Web Administrator	\$16.98	\$17.57	\$18.10
Graphic Designer	\$19.82	\$20.50	\$21.12
Web Developer (e-commerce)	\$19.82	\$20.50	\$21.12
3D Animator/Illustrator	\$19.82	\$20.50	\$21.12
Support Technician	\$16.98	\$17.57	\$18.10
Field Journalist	\$19.82	\$20.50	\$21.12
Web Application Engineer	\$25.25	\$26.14	\$26.92

<b>Percentage Increase Jan 1<sup>st</sup>, 2017 +4%</b>	<b>Hourly Rate 0-1 year</b>	<b>Hourly Rate 1-2 years</b>	<b>Hourly Rate 2+ years</b>
<b>Classification</b>			
Web Developer	\$19.13	\$19.80	\$20.40
Photographer/Videographer	\$17.66	\$18.27	\$18.82
2D Animator/Illustrator	\$20.61	\$21.32	\$21.96
Chief Editor	\$22.37	\$23.15	\$23.85
Interactive Media Writer	\$17.66	\$18.27	\$18.82
Printing Press Operator	\$20.61	\$21.32	\$21.96
Creative Writer/Editorial Assistant	\$20.61	\$21.32	\$21.96
Conceptual Designer	\$20.61	\$21.32	\$21.96
Web Administrator	\$17.66	\$18.27	\$18.82
Graphic Designer	\$20.61	\$21.32	\$21.96
Web Developer (e-commerce)	\$20.61	\$21.32	\$21.96
3D Animator/Illustrator	\$20.61	\$21.32	\$21.96
Support Technician	\$17.66	\$18.27	\$18.82
Field Journalist	\$20.61	\$21.32	\$21.96
Web Application Engineer	\$26.26	\$27.19	\$28.00

<b>Percentage Increase Jan 1<sup>st</sup>, 2018 +3.5%</b>	<b>Hourly Rate 0-1 year</b>	<b>Hourly Rate 1-2 years</b>	<b>Hourly Rate 2+ years</b>
<b>Classification</b>			
Web Developer	\$19.80	\$20.50	\$21.11
Photographer/Videographer	\$18.28	\$18.91	\$19.48
2D Animator/Illustrator	\$21.33	\$22.07	\$22.73
Chief Editor	\$23.15	\$23.96	\$24.68
Interactive Media Writer	\$18.28	\$18.91	\$19.48
Printing Press Operator	\$21.33	\$22.07	\$22.73
Creative Writer/Editorial Assistant	\$21.33	\$22.07	\$22.73
Conceptual Designer	\$21.33	\$22.07	\$22.73
Web Administrator	\$18.28	\$18.91	\$19.48
Graphic Designer	\$21.33	\$22.07	\$22.73
Web Developer (e-commerce)	\$21.33	\$22.07	\$22.73
3D Animator/Illustrator	\$21.33	\$22.07	\$22.73
Support Technician	\$18.28	\$18.91	\$19.48
Field Journalist	\$21.33	\$22.07	\$22.73
Web Application Engineer	\$27.18	\$28.14	\$28.98

## **APPENDIX "B"**

### **CANADIAN UNION PROMOTIONS INC. SENIORITY LIST**

UNION MEMBERS - CUPE LOCAL 5277

JUNE 2016

<b>SEN#</b>	<b>EMPLOYEE</b>	<b>CLASSIFICATION</b>	<b>START DATE</b>
1	Elisha Busby	Chief Editor	May 1/11
2	Errin Weatherup	Interactive Media Specialist	Jan 1/12
3	Nicolas Tejada	Graphic Designer	Mar 15/12
4	Jennifer Foresheew	2D Animator/Illustrator	June 12/12
5	Alex Kovalenko	Support Technician	Mar 1/13
6	Masoud Moradveisi	E-Commerce Web Developer	Mar 25/13
7	Anthony Aligaen	Photographer/Videographer	April 10/13
8	Adam Chow	Software Developer	Jan 13/14
9	Jason Costa	Field Journalist	June 9/14
10	Sandy John	Graphic Designer	June 16/15
11	Arnold Seloterio	Web Application Engineer	Mar 1/16

## APPENDIX "C"

### PAID SICK LEAVE CHART

0-1 YEARS	5 DAYS
1-3 YEARS	6 DAYS
3-5 YEARS	9 DAYS
5+ YEARS	12 DAYS

In the event of hospitalization, serious illness or catastrophic health event, the amount of paid sick leave will be extended by 5 days with medical documentation.

### SICK DAY ACCUMULATION CHART

UNUSED SICK DAYS DECEMBER 31 <sup>st</sup>	CARRY FORWARD
1	1
2	1
3	1
4	2
5	2
6	2
7	3
8	3
9	3
10	4
11	4
12	4
13	5
14	5
15	5



