

# COLLECTIVE AGREEMENT

**BETWEEN**

**Freedom Mobile (Windsor)**  
Hereinafter referred to as the “Company”



**AND**

**United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and  
Service Workers International Union (United  
Steelworkers)** on behalf of its local, the  
Telecommunications Workers Union (TWU),  
United Steelworkers Local Union 1944  
Hereinafter referred to as the “Union”



**January 23, 2017 to January 22, 2019**

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## **ARTICLE 1 – SCOPE AND RECOGNITION**

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all call centre employees of Freedom Mobile Inc. in the city of Windsor, excluding managers, and people above the rank of manager, quality assurance employees, office and clerical staff.
- 1.02 It is the purpose of this Agreement to recognize a common interest between the Company and the Union as stated in the Article as well as :
- (a) To set forth conditions covering rates of pay, hours of work, and conditions of employment to be observed between the parties
  - (b) To provide a procedure for prompt resolution of grievances
- 1.03 Excluded employees of the Company, shall be allowed to perform work on any jobs which are included in the bargaining unit in accordance with past practice prior to certification provided such work does not result in a layoff, reduction in hours of work for an employee in the Bargaining Unit or prevent the posting of a permanent vacancy. The Union and the Employer agree that this practice will not affect the scheduling of the Bargaining Unit employees in accordance with past practice prior to certification.
- 1.04 The Company has the right to contract out any and all work, provided it does not directly cause a layoff of bargaining unit employees.

## **ARTICLE 2 – DURATION OF AGREEMENT**

- 2.01
- (a) This Agreement shall become effective on the 23<sup>rd</sup> day of January 2017, and shall continue in full force and effect until midnight the 22<sup>nd</sup> day of January 2019, and thereafter shall continue in full force and effect unless written notice of the intent to terminate or amend the agreement is given by either party pursuant to this article.
  - (b) Either party to this agreement may, not more than four (4) months prior to the expiry of the Agreement, present to the other party, in writing, notice of intent to terminate and commence collective bargaining for the purpose of renewing or revising the Agreement or entering into a new Agreement.
  - (c) During the period of negotiations for a new Agreement the provisions of Section 50 (b) of the Canada Labour Code shall be in effect.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function and responsibility of the employer to manage the operations and direct the workforces and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:
- (a) Maintain order, discipline and efficiency, and in connection therewith, to make, change and enforce, from time to time, rules and regulations, practices and policies to be observed by its employees which shall not be applied in any arbitrary or discriminatory manner.
  - (b) Select, hire, classify, transfer, promote, demote, assign to shifts, assign to overtime, select for positions excluded from the bargaining unit, lay-off, recall, retire, schedule vacations, eliminate classifications, reorganize and also to suspend, discipline or discharge employees, provided that a claim by an employee who has acquired seniority that has been discharged or disciplined, without just cause, may be subject of a grievance and dealt with as hereinafter provided.
  - (c) Establish and administer tests to assist the employer in determining the employee's job qualifications, individual agents performance. In cases where the company questions the bona fide nature of the employee's illness or absence the company reserves the right to request a doctor's certificate or to require the employee to attend an independent medical specialist.
- 3.02 The Union further acknowledges the right of the employer to reorganize positions, functions and hours of work as long as the newly classified functions remain in the bargaining unit entirely. The Union further recognizes the right of the employer to operate and manage its operations in all respects in accordance with the commitments and its obligations and responsibilities, the right to decide on the number of employees needed by the employer at any time, their right to use modern methods, machinery, equipment, and jurisdiction over all operations, building and equipment are solely and exclusively the responsibility of the Employer.
- 3.03 Except as limited by a provision of this agreement, the employer shall continue to have the undisputed right to take any action it deems appropriate in the management of the plant and the operation of the work force. All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a special provision of this agreement are retained and vested exclusively in the employer, and are not subject to the grievance procedure and/or arbitration. The Employer continues to have all of the legal and management rights which it enjoyed prior to the existence of this agreement which have not been explicitly curtailed by a specific term of the agreement.
- 3.04 It is understood and agreed that these rights shall not be exercised in a manner that clearly violates the specific terms of this agreement.

## **ARTICLE 4 – DEDUCTION OF UNION DUES**

4.01

- (a) The Company shall deduct Union dues each pay day, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with Local 1944 By-Laws.
- (b) All dues must be forwarded to the Union by the fifteenth (15<sup>th</sup>) of the month following the month in which dues were deducted.
- (c) The Company shall forward the names of all new employees covered by this Agreement to the Secretary-Treasurer of the Union within fourteen (14) days from the first day such employees begin work, and agrees to deduct an amount equal to the prevailing Union dues from such employees' pay cheques on their first full pay period and thereafter.

4.02 The remittance shall be accompanied by a list of all bargaining unit employees, and include a statement containing the information from whom dues were deducted. The information provided will be name, earnings, status, and total dues deducted.

4.03 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

## **ARTICLE 5 – UNION SECURITY**

5.01 Each employee in the bargaining unit shall be and remain a member of the Union as a condition of employment.

5.02 The Company agrees to inform new employees that a Collective Agreement is in effect. New employees will be introduced to a Union Representative within five (5) workdays of reporting to work, and shall be allowed thirty (30) minutes with the Union Representative

## **ARTICLE 6 – UNION REPRESENTATION**

6.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Representatives for the purpose of representing employees in the handling of complaints and grievances. Further, the Company acknowledges the right of the Union to elect or appoint a Unit President, Unit Vice-President and Unit Secretary-Treasurer, plus five (5) Union Stewards.

6.02 The Steward's, and Executive Member's first obligation is the performance of their duties to their employer, it is agreed that union business, other than the processing of grievances, is to be conducted outside of that employee's working hours unless it cannot practically be done outside of those working hours. Union business conducted during working hours will be paid at straight time rates.

- 6.03 The Company shall be notified, in writing, by the Union of the names of the Union Stewards and Executive Members and the areas they are representing and any changes made thereto and the Company need not recognize them until this occurs.
- 6.04 When the legitimate business of the Union Stewards require them to leave their workstations and or departments, they shall first receive permission from their team manager. Such permission will not be unreasonably withheld.
- 6.05 The Union Steward or Executive Member will advise the team manager if they leave their work area to perform duties, and when they return to their work area under this article.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION**

- 7.01 The Employer and the Union agree that it is the purpose of the grievance procedure to settle any complaints and disagreements concerning the employees, the Union and the Employer.
- 7.02 A grievance shall be defined as any dispute or disagreement between the Company and the Union, or between the Company and one or more of its employees covered by this agreement in respect to any matters involving the interpretation, application, administration or alleged violation of any provisions of this Agreement, or any question as to whether any matter is grievable or arbitrable.
- 7.03 It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor, the opportunity of addressing his/her concern before filing a written grievance. If an employee has a concern, he/she will discuss it with his/her immediate supervisor, with or without a Union Representative within ten (10) calendar days after the circumstances giving rise to the complaint having occurred. The immediate supervisor will give his/her response within ten (10) calendar days after he/she has been advised of the concern. If a satisfactory solution is not reached then the employee, through the Union, may initiate the Grievance Procedure, within ten (10) calendar days from the receipt of the answer of the supervisor.
- 7.04 Procedure

All grievances shall be dealt with in the following manner:

### **STEP 1**

- 7.05 A grievance shall be submitted in writing, through the Union, signed by the employee, to the HR Business Partner or designate. The written grievance shall identify the article or articles of the Agreement alleged to have been violated and the remedies sought. The Local Union Representative, the Unit President (or his/her designate), and a Shop Steward shall meet with the employer at a mutually agreed time and place within ten (10) calendar days to discuss the grievance.

7.06 The Employer, shall reply in writing to the Unit President and the Local Union Representative within ten (10) calendar days after the grievance meeting.

## **STEP 2**

7.07 In the event that a grievance is not settled to the satisfaction of either party, the matter may then be referred to arbitration. If either party wishes to refer a grievance to arbitration the notice of referral to arbitration must be made in writing to the other party within twenty one (21) calendar days from the formal grievance decision of the party denying the grievance. The notice shall contain a copy of the grievance and the remedy sought and a list of three (3) arbitrators.

7.08 Within seven (7) calendar days thereafter the other party will select an arbitrator from the list or itself nominate three (3) different arbitrators. If, within a further period of seven (7) calendar days, the parties are unable to agree upon an arbitrator, either party may then request that the federal Minister of Labour appoint an impartial arbitrator.

7.09 No matter may be referred to arbitration which has not properly been carried through all requisite steps of the grievance procedure in the time, order and sequence outlined.

7.10 The finding of the arbitrator as to the facts and the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

7.11 The arbitrator shall determine his/her own procedures in accordance with applicable legislation, and shall give full opportunity to all parties to present evidence and make representation.

7.12 The Employer and the Union shall each bear their own costs and shall share equally the expenses of the arbitrator. The costs and allowances to be paid to witnesses or translators shall be paid by the party calling such witness or translator.

7.13 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in this article. Any grievance not submitted by the grievor or advanced to the next step within the applicable time limit shall be deemed abandoned. If a time limit for the giving of a reply is missed, the grievance shall proceed to the next step. Subject to this, time limits are mandatory, however the Arbitrator has the ability to vary the timelines on a reasonable basis.

7.14 Any and all of the time limits set forth in this article for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing, provided that such extension for any grievance will not be a waiver of the time limits for any subsequent grievances.

7.15 The Company or the Union can raise a grievance by way of informal discussion with its respective representatives or by resorting directly to setting the grievance out in writing and presenting it

within *five (5) calendar days* after the occurrence of the alleged grievance. If the grievance is a policy grievance, or a continuing issue, it shall be raised by either party within *ten (10) calendar days* of the occurrence or of the Company or the Union becoming aware of the grievance.

- 7.16 In the event that two (2) or more employees have grievances which are sufficiently common in nature that they may conveniently be dealt with together, such grievances may constitute a group grievance.
- 7.17 A grievance by the Employer shall be filed with the National President of Local 1944.
- 7.18 Where an employee has been discharged by the Company, he/she shall not remain in the employ of the Company while his/her grievance is being processed in accordance with the grievance procedure outlined in Article 7. A claim by an employee that has been unjustly discharged or suspended from employment shall be treated as a grievance if a written statement of such a grievance is filed with the Company within ten (10) calendar days after the employee is notified of his/her discharge or suspension. The grievance shall commence at Step 1 of the grievance procedure.
- 7.19 All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the affected employees.
- 7.20 Prior to proceeding to arbitration the parties may mutually agree to request the assistance of a grievance mediator in an attempt to resolve a grievance.

## **ARTICLE 8 – DISCIPLINE**

- 8.01 An employee has the option to have a Union Representative present at any discussion with more than one (1) supervisory or management personnel which may result in disciplinary action. If discipline is noted in the employee's file, the employee shall be so advised by the Company. The employee will have the option to advise or not advise the Union.

Employees shall be entitled to review their personnel files upon request and with reasonable notice to the Company of at least one (1) week.

After thirty-six (36) months, and provided there have been no further incidents of a disciplinary nature in the intervening time, except for those offences considered to be serious by the Company, the Company shall, upon written request from the employee, remove the record of discipline from the employee's file.

## **ARTICLE 9 – SENIORITY**

- 9.01 Seniority of each employee covered by this agreement shall be established after completion of their probationary period and shall count from the date of hire. Upon ratification of this agreement the seniority of each current member in the bargaining unit shall be established using their original date of hire with the Company. Bargaining Unit seniority shall be equal to the length of continuous

service in the bargaining unit, subject to article 9.07, and shall be call center wide. In the event two or more employees have the same seniority date, the order of seniority for those employees shall be determined by draw of a lanyard.

9.02 An employee shall be on probation for their first three (3) months. During the probationary period, the Company may release the employee at any time at its discretion with or without just cause and the employee will have no effective recourse, providing the decision to release the employee is not done in an arbitrary, discriminatory, or bad faith manner. The probationary period may be extended by an additional thirty (30) days by mutual agreement of the Parties.

9.03 Promotions, demotions, layoff, recall from layoff, and the scheduling of vacations within the bargaining unit subject to Article's 9.09 and 9.11 shall be based upon the following factors:

- (a) Seniority;
- (b) Skill, ability and qualifications.

Where the factors in (b) are relatively equal, then seniority shall govern.

9.04 Shift bids will be done once every four (4) months. The Company agrees to have the shift bidding process completed at least six (6) weeks in advance of the new shift schedules.

Shift bids and shift preferences will follow the Company practice based on the employee's performance and length of service.

9.05 Union Representatives will be issued an up to date seniority list on or about June 30<sup>th</sup> and December 31<sup>st</sup> of each year. A copy shall be posted on the bulletin board for employee inspection. Employees will have ten (10) days to bring any errors to the Company's attention.

9.06 Seniority will accumulate during any approved leave of absence, except as provided in this Agreement. Seniority shall not accumulate during layoff.

9.07 **Loss of Seniority**

Seniority shall terminate and employment shall be terminated if the employee:

- (a) leaves of his/her own accord, or is retired;
- (b) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) fails to report to work at the termination of an authorized leave of absence without a valid excuse or uses a leave of absence for the purposes other than those for which the leave of absence was granted;
- (d) fails to return to work within seven (7) calendar days from the date the notice to return was delivered by registered mail to the employee's last known address. For the purpose of recall, it shall be the responsibility of the employee to keep the employer informed of his/her current address

- (e) is absent from work for three (3) consecutive days without sufficient cause without notifying the employer unless such notice was not reasonably possible. The employer reserves the right to request medical documentation confirming absence if absence is due to a medical illness;
- (f) is laid off for a period in excess of twelve (12) months.

9.08 The Employer shall act in a non-discriminatory manner when establishing qualifications for a job. These qualifications shall be clearly stated in the notice of job vacancy and shall be followed by the employer when evaluating candidates as per Article 9.

9.09

(a) Where a vacancy in a permanent position within the bargaining unit is to be filled, it shall be posted for a minimum of five (5) calendar days prior to permanently filling such vacancy from any other source. The notice of vacancy shall state the classification and primary qualifications required for the position. Within three (3) days of notifying the successful candidate, the name of the successful candidate will be posted.

(b) Promotions and transfers to jobs within the bargaining unit shall be based on skill, ability, and qualifications established by the employer. These qualifications may include: technical knowledge, work performance, and problem-solving skills.

Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Employer shall award the position to the best-qualified applicant. When the qualifications of two (2) or more applicants are relatively equal, seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Employer may hire from any source.

(c) Within sixty (60) days after an employee has been promoted or transferred to fill a vacancy in another classification, the Employee may return to their former classification with no loss of seniority, or the Employer may return the employee to their former classification with no loss of seniority.

9.10 A bargaining unit employee who transfers to a non-bargaining unit position will have their seniority in the bargaining unit suspended for the duration of a temporary or permanent assignment for a maximum of fifteen (15) months in the aggregate. In the event the employee returns to a bargaining unit position within fifteen (15) months or less, their seniority in the bargaining unit will be reinstated and adjusted to not include the length of time they were out of the bargaining unit. Any length of time longer than fifteen (15) months will result in the employee's seniority in the bargaining unit reset to zero. The fifteen (15) month time period may be extended by mutual agreement of both Parties.

#### 9.11 **Layoffs**

When layoffs of employees are to be made, the Employer shall determine the number of employees to be laid off and the jobs and functions affected. When employees are to be laid off such layoffs shall first be determined in inverse order of seniority within the jobs affected. Where, in the Employer's opinion, the senior employee within the job classification affected is best qualified for the remaining job or jobs, the senior employee shall be retained. Employees with

more seniority than the retained employee will be advised why the Company found them not to be best qualified based on the stated qualifications for the job or jobs.

#### 9.12 **Recall from Layoff**

When a permanent full-time vacancy occurs in a job for which a laid off employee is qualified, the Employer agrees to recall in the inverse order of layoff, those employees who were laid off. The Employer agrees to notify the employees concerned by registered mail to the laid off employee's last known address. The employee must return to work within seven (7) calendar days from the date the notification referred to herein was delivered.

It is understood and agreed that the employee will first be recalled to the position they were initially laid off from.

- 9.13 In the event a non-bargaining unit employee transfers into the bargaining unit they will retain their company service for vacation purposes only and their seniority in the bargaining unit shall commence as of the date of their transfer.

### **ARTICLE 10 – HOURS OF WORK**

#### 10.01

- (a) The regular work week for all employees shall be thirty seven and one half (37½) hours and the standard work day shall consist of seven and one half (7½) hours.
- (b) The regular work week will be any five (5) consecutive days, Sunday through Saturday for a total regular work week of thirty seven and one half (37½) hours, subject to the applicable premiums where provided in this agreement.
- (c) The regular work week for the Welcome Call Team will be any five (5) days Sunday through Saturday for a total regular work week of thirty seven and a half (37½) hours, subject to the applicable premiums where provided in this agreement.

- 10.02 All hours worked by an employee in excess of seven and one half (7½) hours in a day or thirty seven and one half (37½) hours in a week will be paid at the overtime rates one and one half (1½) the employee's base hourly rate.

- 10.03 Employees shall be allowed a paid fifteen (15) minute rest break during the first half of their shift, a thirty (30) minute unpaid lunch break midway through their shift and a fifteen (15) minute paid rest break during the second half of their shift.

#### 10.04

- (a) Day shift is defined as a shift that starts between 7:00 am and 10:59 am.
- (b) Afternoon shift is defined as a shift that starts between 11:00 am and 2:59 pm.
- (c) Night shift is defined as a shift that starts between 3:00 pm and 5:00 pm.

- 10.05 An employee called for work outside of his/her regular hours shall be paid a minimum of three (3) hours at his/her straight time rate, provided the employee is willing to perform any work

assigned to them. If overtime applies the employee will be paid the three (3) hours at the applicable overtime rate.

10.06 In the event an employee reports for work on his/her regular shift without having been notified not to report he/she will be given at least three (3) hours of work at his/her regular rate of pay or if no work is available he/she will be paid the equivalent of three (3) hours at his/her regular rate of pay in lieu of work.

## **ARTICLE 11 – PAID HOLIDAYS**

11.01 (a) Employees shall be entitled to pay at regular rates for statutory holidays as follows :

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

(b) \*Family Day is not a Federal Statutory Holiday but is being granted at the discretion of the company as paid day off. As such, holiday pay will not apply. Employees who are scheduled to work this day can select an alternative day to use as the Family Day Floater. The employee must provide advance notice of intent to use the Family Day Floater.

(c) \*\*Civic Holiday is not a Federal Statutory Holiday however it is being granted in lieu of Remembrance Day.

(d) All employees are entitled to two (2) personal days or fifteen (15) hours per year prorated according to the date of hire. Personal days must be used in the current calendar year or they will be forfeited. Personal days cannot be carried forward.  
Personal days may be used to be absent from work for reasons of religious observance, in the event of the death of a close family friend or for a personal day.

11.02 In order to be entitled to payment for holidays not worked an employee must work his/her regular scheduled shift immediately before and immediately following any of the above named holidays.

11.03 Employees will be paid at the rate of one and one half (1 ½) times the employee's regular rate of pay for hours worked in addition to Holiday Pay.

11.04 Holiday pay will be computed on the basis of the number of hours the employee would have worked on the holiday times their hourly rate of pay.

## **ARTICLE 12 – VACATIONS WITH PAY**

12.01 All current employees will continue to receive an annual vacation with pay based on their years of service on their anniversary date as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation Time</u></b>	<b><u>Accrual</u></b>
Up to 5 Years	15 days	1.25 days / month
5 to 10 Years	20 days	1.67 days / month
10 or more Years	25 days	2.08 days / month

Future employees hired on or after September 1, 2017 will be entitled to an annual vacation with pay based on their years of service on their anniversary date as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation Time</u></b>	<b><u>Accrual</u></b>
Up to 7 Years	15 days	1.25 days / month
7 to 15 Years	20 days	1.67 days / month
15 or more Years	25 days	2.08 days / month

- 12.02 In years where an employee is transitioning from one level of entitlement to the next, the employee entitlement will be prorated for the year based on the original hire date. For example an employee with a May anniversary will accrue five months vacation at the lower rate and seven months at the higher rate.
- 12.03 Employees are allowed to carry over five (5) days from one year to the next. This time must then be taken prior to March 31 of the following year or the days will be forfeited.
- 12.04 The vacation year runs from January to December.

### **ARTICLE 13 – UNION LEAVE**

- 13.01 Upon two (2) weeks advance written notice by the Union to the Regional Head of Care Operations and or the local HR Business Partner, or their designate, the Company will release up to three (3) employees named by the Union to attend negotiation meetings. These employees will be paid their basic wages when meeting with the Company. The amount paid to these employees shall be billed to the Union for reimbursement. Reimbursement must be forwarded to the Company within thirty (30) days of due and payable date.
- 13.02 Subject to operational requirements, leave without pay will be granted for up to five (5) employees at a time, duly authorized to represent employees in order to attend local, regional or national union meetings, or educational conventions for up to ten (10) days per year per employee. Request for such leave shall be submitted to the Regional Head of Care Operations and/or the local HR Business Partner or their designate at least thirty (30) calendar days in advance by the employees. Such leave shall not be unreasonably withheld. Further, it is understood and agreed that members of the negotiating committee shall be entitled to ten (10) days of Union leave referred to in Article 13.02 in addition to their days at the bargaining table with the employer. It is also understood that seniority will continue to accrue during such leave.

## **ARTICLE 14 – JURY DUTY**

- 14.01 All permanent full time employees are eligible for jury duty and subpoenaed court attendance. When an employee is required by the court to act as a witness or as a member of a jury, he/she will receive the difference between his/her court pay and what he/she would have received in wages, based on normal hours of work.
- 14.02 The employee must present a formal receipt for the money paid to them by the Court. When they are not required to be present at Court, they must be available for work.
- 14.03 It is the responsibility of the employee to provide advance notice of their absence to their manager.
- 14.04 This article does not extend to employees who undertake legal action of a personal nature or are defending actions of a personal nature and are required to be present in court. Such time from work must be taken as unpaid leave or paid vacation.

## **ARTICLE 15 – BEREAVEMENT LEAVE**

- 15.01 All permanent employees who have completed three consecutive months of continuous employment are entitled to a bereavement leave and the accompanying pay in the event of a death in the immediate family in accordance with this article.

In the event of the death of an employee's spouse, common law spouse, child or parent – ten (10) paid days

In the event of the death of an employee's sibling, grandparent, grandchild, step child or step parent - five (5) paid days.

In the event of the death of an employee's in-laws, spouse/common law partner's in-laws - three (3) paid days.

In the event of the death of an employee's sister-in-law, brother-in-law, aunt, uncle, niece or nephew - one (1) paid day.

## **ARTICLE 16 – MATERNITY, PARENTAL, AND COMPASSIONATE LEAVE**

- 16.01 Maternity Leave, Parental Leave, and Compassionate Leave shall be provided and administered in accordance with the provisions of the Canada Labour Code.

## **ARTICLE 17 – LEAVES OF ABSENCE**

- 17.01 **Medical Leave**

When it is necessary for an employee during working hours to visit a doctor, dentist, clinic or hospital for an examination or treatment, the employee may be granted time off without pay from

scheduled basic hours. Employees must give their manager advance notice of any appointment for examination or treatment. Where possible every effort shall be made to book appointments outside their regular scheduled shift.

#### 17.02 **Personal Leave**

An unpaid leave of absence may be granted to an employee requesting such leave. The granting of this leave of absence is discretionary by the Employer, and shall not be unreasonably denied. Such requests must be made in writing, including reason for leave, start date, and expected return date. Personal leave requests must be made a minimum two (2) weeks in advance.

Seniority shall not accrue on leaves of absence of over six (6) months.

### **ARTICLE 18 – ACCESS TO PREMISES**

18.01 Representatives of the Union, when they wish to visit the Company's premises for matters necessary to the carrying out of this agreement, shall contact the Regional Head of Care Operations and or the Local HR Business Partner, or their designate and arrange a convenient time, in advance, which does not interfere with normal operations of the Company. Such request shall not be unreasonably withheld.

### **ARTICLE 19 – NO STRIKES OR LOCKOUTS**

19.01 During the life of this Agreement the Union will not cause, or permit its members to cause or take part in a strike or any other kind of slowdown, interference with or any stoppage, total or partial, of any of the Employer's operations. The Employer will not cause, engage in or permit a lockout in any of its operations.

### **ARTICLE 20 – SICK DAYS**

20.01 All employees are eligible for a maximum of five (5) paid sick days per calendar year to a maximum of thirty seven and one half (37½) hours.

20.02 In the event that an employee is unable to report to work due to illness or accident, they must notify their immediate supervisor or designate or the dedicated attendance hot line a minimum of two hours prior to the start of their shift by phone indicating the expected duration of the absence.

20.03 In the event that any absence is expected to last for more than three (3) days, an employee must then follow the Disability Management Program.

### **ARTICLE 21 – WORKPLACE HEALTH AND SAFETY**

21.01 The Company and the Union will meet their respective obligations pertaining to injured workers and occupational health and safety as set out in the Workplace Health and Safety Act and the Canada Labour Code, Part II.

21.02 The Company agrees that employees are allowed to end abusive calls without fear of being disciplined, suspended or terminated providing they are following the Abusive Call SOP. Employees should report repeated abusive callers to their manager.

**ARTICLE 22 – BULLETIN BOARDS**

22.01 The Company agrees to the posting by the Union on a bulletin board to be placed in a mutually agreeable location, of announcements regarding elections, meetings, negotiations, developments and internal affairs of the Union . There will be one bulletin board upon which the Union can post notices with the Company's advanced approval. Such approval will not be unreasonably withheld.

**ARTICLE 23 – WAGES**

23.01 Employees will be paid an hourly rate of pay for hours worked based on their job classification, performance and tenure.

Individual wages shall be determined in accordance with the following table subject to 23.03.

Level	Role Title	Starting Rate	Upon Successful Completion of Probation	Year 1	Year 2	Year 3	Year 4+
Level A	Customer Service Representative Technical Support Representative	\$11.65	\$12.15	\$12.64	\$13.14	\$13.67	\$14.21
	Bilingual Level A Roles	\$12.65	\$13.15	\$13.68	\$14.22	\$14.79	\$15.38
Level B	Retail Support Representative Social Media Representative Back Office Representative Customer Loyalty Representative	\$12.65	\$13.15	\$13.68	\$14.22	\$14.79	\$15.38
	Customer Loyalty Representative - Bilingual	\$13.65	\$14.15	\$14.72	\$15.30	\$15.92	\$16.55
Level C **	Team Lead Real Time Adherence Trainer	\$15.15	\$15.65	\$16.28	\$16.93	\$17.60	\$18.31
	Team Lead - Bilingual	\$16.15	\$16.65	\$17.32	\$18.01	\$18.73	\$19.48

\*\* Based on tenure in position

- 23.02 New employees will receive a \$0.50 increase to their base wage at the completion of their probationary period, conditional upon meeting quality assurance standards set out by the company.
- 23.03 Employees are entitled to a discretionary base wage merit increase of up to 4% per year based on achievement of quarterly metrics set out by the company. Once an employee has reached the maximum base wage for their role, they will be eligible for a lump sum pay-out up to a maximum of 1.00% each quarter, paid semi-annually.
- 23.04 Employees who work Flex shifts will be entitled to a shift premium of \$0.50 per hour.
- 23.05 Employees are eligible to earn up to 4% of their monthly gross earnings as a performance bonus.
- 23.06 Hourly rates in above table will increase by 1.5% effective September 1, 2017, and September 1, 2018.
- 23.07 2 year term expiring January 22, 2019.

**ARTICLE 24 – GROUP INSURANCE BENEFITS**

- 24.01 The Employer agrees to continue to provide the current group insurance benefits as provided under the Great West Life Insurance Plan.
- 24.02 Benefits summary is to be listed in agreement.
- 24.03 The group insurance benefits are incorporated by reference and are part of the collective agreement.
- 24.04 The employer agrees to arrange benefit presentations by the group benefits provider for all staff during the employee’s regular working hours.

Benefits	Details	Freedom Core	Freedom Enhanced	Freedom Elite
Life and AD&D	Percentage of Annual Earnings	100%	200%	300%
	Maximum	\$300,000	\$500,000	\$500,000
	Reduction – 50% at Age 65	✓	✓	✓
	Termination – Age 70 or retirement	✓	✓	✓
Dependent Life	Spouse	\$5,000	\$10,000	\$15,000
	Child	\$2,500	\$5,000	\$7,500
	Termination – Age 70 or retirement	✓	✓	✓

Optional Life Insurance	Units	\$10,000	\$10,000	\$10,000
	Maximum	\$500,000	\$500,000	\$500,000
	Termination - Age 70 or retirement	✓	✓	✓
Critical Illness	Amount	-	\$10,000	\$25,000
	Termination - Age 70 or retirement	-	✓	✓
Optional Critical Illness	Units	-	\$10,000	\$10,000
	Maximum	-	\$250,000	\$250,000
	Termination - Age 70 or retirement	-	✓	✓
Short Term Disability Benefits	Waiting Period	14 days	14 days	14 days
	Maximum Benefits Period	15 weeks	15 weeks	15 weeks
	Amount	66.67% of your weekly earnings to a maximum benefit of \$750	66.67% of your weekly earnings to a maximum benefit of \$750	66.67% of your weekly earnings to a maximum benefit of \$750
Long Term Disability Waiting Period	Amount	60% of Monthly Earnings	67% of the first \$2,500 of monthly earnings, 50% of balance	67% of the first \$2,500 of monthly earnings, 50% of balance
	Maximum	\$6,000	\$6,000	\$6,000
	Elimination Period	120 days	120 days	120 days
	Own Occupation	24 months	24 months	24 months
	All Source Maximum	85%	85%	85%
	NEM	\$6,000	\$6,000	\$6,000
	Taxability - Non-taxable	✓	✓	✓
	Termination - Age 65 or retirement	✓	✓	✓
Healthcare	Deductible - Nil	✓	✓	✓
	Coinsurance - 100%	✓	✓	✓
	Aggregate Maximum Unlimited	✓	✓	✓
Health	Deductible	-	-	Nil
	Coinsurance	70%	80%	90%
	Hospital	-	-	Semi-Private
	Paramedical - Per Practitioner	-	\$500	\$750
	Orthotics /Ortho Shoes - per calendar year	-	\$300	\$500
	Private Duty Nurse - \$10,000 per 12 months/condition	-	✓	✓
	Out of Country - Unlimited	-	✓	✓
	OOC Referrals	No coverage	No coverage	No coverage
	Travel assistance	No limitation	No limitation	No limitation

Vision	Eyeglasses, Contact Lenses & Laser - every 24 months	\$100	\$200	\$300
	Eye Examinations - Reasonable & Customary once every 24 months	✓	✓	✓
Dental	Deductible - Nil		✓	✓
	Basic Coverage - Basic, Periodontics, Endodontics	✓	✓ Plus Major Restorative	✓ Plus Major Restorative
	Coinsurance - Basic, Periodontics, Endodontics	50%	80%	90%
	Coinsurance - Major Restorative	-	50%	60%
	Coinsurance - Orthodontics	-	50%	60%
	Maximum	\$1,000 per calendar year for basic services	\$1,500 per calendar year for basic and major, \$1,500 lifetime - Ortho	\$1,750 per calendar year for basic and major, \$2,000 lifetime - Ortho
	9 months	9 months	9 months	6 months
	Fee Guide	Current	Current	Current
6 Units	6 Units	6 Units	6 Units	

## **ARTICLE 25 – SEVERANCE PAY**

- 25.01 In the event the Employer reduces the workforce an employee shall have the option to retain recall rights or receive severance pay in accordance with the provisions of the Canada Labour Code Part III.
- 25.02 In the event the Employer permanently closes the call center employees who have completed twelve consecutive months of continuous employment shall receive eight (8) days of severance pay for each year of service.
- 25.03 Notice of any planned closure of the call center will be in accordance with the provisions of the Canada Labour Code Part III.

## **ARTICLE 26 – HUMANITY FUND**

- 26.01 The employer agrees to deduct on the first pay period of October in each year of the agreement twenty dollars (\$20.00) from the wages of those employees who advise the Company and the Union to deduct the said amount and, prior to the fifteenth (15<sup>th</sup>) day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to the United Steelworkers, National Office, 7<sup>th</sup> Floor, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7 and to advise, in writing, both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The amount deducted from employees' wages shall be sent to the Humanity Fund by no later than December 15<sup>th</sup> of each year. Further, each year the Employer agrees to report the amount deducted from each employee's pay and the total amount for the previous year contributed to the Humanity Fund on the T-4 as a charitable contribution.

The annual enrollment date will be September 1<sup>st</sup> of each year.

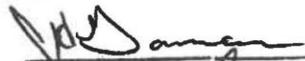
**ARTICLE 27 – DOMESTIC VIOLENCE**

- 27.01 The Company acknowledges that domestic violence exists. Requests for leave under this article will not be unreasonably denied.
- 27.02 Workers experiencing domestic violence will be able to access up to three (3) days of paid leave (utilizing their sick leave) for attendance at medical appointments. Personal days and vacation days may be used for attendance at legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as a consecutive or single days or as a half day, upon approval. Employees that have exhausted their existing leave entitlements can have the option to request a personal leave of absence.
- 27.03 The employee and the employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

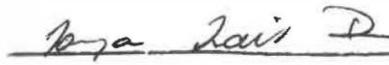
Dated this 24 day of October, 2017

  
Walker Peters  
Freedom Mobile Inc.

  
John Hockley  
TWU, USW Local 1944

  
Jason Gannon

  
Christian Poisson

  
Tanya Travis Dunn

  
BRYAN ADAMCZYK ON BEHALF  
OF UNITED STEELWORKERS