

COLLECTIVE AGREEMENT

between

CISION CANADA, INC.
(hereinafter referred to as the “Company”)

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND LOCAL 4050**
(hereinafter called the “Union”)



Effective from: January 1, 2011 to December 31, 2013

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ARTICLE 1: PURPOSE

- 1.01 The purpose of this Agreement is to promote and maintain harmonious relationships between the Company and the employees; to define more clearly wages and conditions of employment with an amiable method of settling grievances which may from time to time arise; to promote the mutual interests of the Company and employees, and to provide for the carrying on of the business under methods which will further, to the fullest possible extent, the safety and welfare of employees, together with efficiency and economy of operation. It is recognized to be the duty of both the Company and the Union to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 2: RECOGNITION

- 2.01 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 4050 as the sole bargaining agent for a bargaining unit consisting of all full-time and regular part-time employees of Cision Canada Inc. in the City of Edmonton, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 The Company agrees to periodic visits for the purpose of legitimate interests of Union administration by a representative of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), to contact members of the Union and the representative will be permitted on Company property, provided permission of management has been granted.
- 2.03 The Union shall advise the Company in writing of the names of the members of its bargaining, grievance, negotiating and safety committees, and Stewards and any changes thereto as they occur.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that employees shall be governed by the Company's reasonable rules and regulations except in those cases in which the Company's rules and regulations conflict with this Agreement, in which case the provisions of this Agreement shall prevail. Subject to the terms of this Agreement, the Company retains all of the rights, functions and responsibilities vested in it as the Company including, but not restricted to:
- (a) the right to operate and manage the Company in accordance with its commitments and responsibilities and in such a manner as to give the highest possible standard of service and efficiency consistent with the law, and
 - (b) the right to select, hire, transfer, promote, demote, classify, lay-off, rehire, and to suspend or discharge for just cause, and to maintain discipline and the efficiency of the employees.

ARTICLE 4: UNION SECURITY

- 4.01 The Company agrees to deduct from the wages of each employee in the Bargaining Unit governed by the Rand Formula dues and assessments as directed by the Union in writing, and to transmit the amounts deducted - along with the existing form provided by the Union - no later than the 15th of the month following to the Secretary Treasurer of the National Union.
- 4.02 The Union will advise the Company of the amount of dues to deduct from each employee's pay.
- 4.03 The Union agrees to indemnify and save harmless the Company from any liability or action of any kind whatsoever that may arise out of the deductions made from the pay of an employee pursuant to Articles 4.01 and 4.02.
- 4.04 The Company agrees to record the total amount of Union dues deducted annually on each employee's T-4 slip.

ARTICLE 5: UNION RIGHTS AND UNION ACTIVITY

- 5.01 The Company shall provide the Local Union office with copies of all correspondence to an employee involving job postings, job awards, promotions, demotions, transfers, hiring, discharges, suspensions, written warnings and resignations.
- 5.02 The Company shall provide the Union with an updated mailing list on a quarterly basis.
- 5.03 Employees shall have access to their personnel records at reasonable times, provided that a representative of the Company is present. The Company will, upon an employee's request, provide that employee with a copy of his or her personnel record. If the Company agrees that information contained in that record is incorrect, it will correct the record.
- 5.04 The Company will provide one (1) bulletin board at an appropriate location on the Company's premises for the use of the Union. All notices on the Union's bulletin board must be official Union notices that do not advocate the contravention of this Agreement.
- 5.05 The Company will grant an unpaid Leave of Absence to an employee for the purpose of attending to Union business or attending Union conventions, provided that the employee provides the Company with at least two (2) weeks notice of the requested leave, and provided that the requested Leave of Absence would not significantly interfere with the Company's operations.
- 5.06 The Company will recognize and deal with elected or appointed local Union representatives. These representatives will be allowed time, as necessary during working hours and without loss of pay, to investigate and/or process grievances and complaints arising out of the interpretation or application of this Agreement. Time will be granted subject to operational requirements and provided the prior authorization of the Company is obtained. Such authorization shall not be unreasonably withheld.

- 5.07 The Company agrees to pay into a special fund effective January 1st, 2008 three cents (.03) per hour per employee for all compensated hours, for the purpose of providing Paid Educational Leave (PEL). Said paid employee leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies are to be paid on a one-time per year basis into a trust fund established by the National Union - CAW-Canada – and sent by the Company to the following address:

CAW Paid Education Leave Program
c/o CAW-Canada
205 Placer Court
North York, ON M2H 3H9

The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses will be granted Leave of Absence without pay for twenty (20) days class time, plus travel time where necessary, said leave to be intermittent over a twelve (12) month period from the first day of leave.

Employees on such leave will continue to accrue seniority and benefits during such leave. Such leave will be granted to one (1) employee per year and the Company must receive thirty (30) days notice. Approval of such leave will be at the discretion of the Company and such requests will not be unreasonably withheld.

ARTICLE 6: SENIORITY

- 6.01 In cases where employees were hired on the same day, their seniority shall be determined by utilizing the last three (3) digits of their social insurance number with the lowest number(s) being placed on the seniority list ahead of the higher number(s).
- 6.02 Date of hire means the first day that the employee commences continuous employment in the bargaining unit. That day is the first day for which an employee is credited with time worked for pay purposes and time spent in training shall be considered as time worked.
- 6.03 An employee who was hired to fill a temporary vacancy and subsequently accepts permanent employment during or at the end of the term of their temporary vacancy shall have their seniority date determined by their date of hire into the temporary vacancy.
- 6.04 The Company shall maintain an up-to-date seniority list which will be posted quarterly on the Union bulletin board and a copy will be sent to the Union no later than June 1st of each year.
- 6.05 The seniority list shall be posted and kept open for requests for corrections up to and including June 21st of each year.
- 6.06 Seniority shall be retained and accrued during:
- (a) sickness or accident;
 - (b) authorized Leave of Absence to a maximum of 6 months;

- (c) absence due to layoff to a maximum of 6 months;
- (d) suspension without pay; and
- (e) strike or lockout.

6.07 An employee shall lose seniority, and their employment shall cease, and their name shall be removed from the seniority list for any of the following reasons:

- (a) when resigning from the Company;
- (b) when discharged and the employee is not reinstated pursuant to the provisions of the grievance and arbitration procedures;
- (c) absent from work for three (3) days without justification;
- (d) when laid off for a period of twenty-four (24) consecutive months;
- (e) when an employee is absent for reasons other than those declared and agreed upon for the leave in question; and
- (f) when the employee fails to report for work within two (2) weeks after being notified by registered mail or courier to return to work following a lay-off or fails to notify his supervisor within 48 hours after receipt of such notice of his intention to report for work.

6.08 If an employee is appointed to a position outside the Bargaining Unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Following an appointment to a position outside the Bargaining Unit, the employee may return to a vacant position within the Bargaining Unit provided the time period of absence from the Bargaining Unit does not exceed three (3) months.

ARTICLE 7: PROBATIONARY EMPLOYEES

7.01 A newly-hired employee will work on a probationary basis and will not be placed on the seniority list until he or she has completed the probationary period. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Company and such action by the Company is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties within the meaning of the Alberta Labour Relations Code provided that the Company does not discharge the employee for reasons that are arbitrary, discriminatory or in bad faith or for exercising a right under this Agreement.

7.02 A newly hired employee shall work on probation for a period of ninety (90) calendar days from the date of hiring.

7.03 A probationary employee is entitled to all of the rights and benefits provided in this Agreement, except for the right to grieve his or her discharge under Articles 15, 16 and 17, and except for the right to receive the benefits described in Article 20. Where an employee successfully completes his or her probationary period, that employee's seniority date shall be the date on which the probationary period commenced.

ARTICLE 8: LAYOFF AND RECALL

- 8.01 (a) An effected employee will be advised in writing fourteen (14) days in advance should the Company reduce its workforce. This employee will continue to receive full salary and will be expected to continue to work at their normal performance level.
- (b) Employees shall be laid off in the reverse order of seniority, subject to the employees' qualifications to immediately perform the remaining work.
- (c) A layoff is a change of status from full-time to part-time or cessation of work.
- (d) An employee who is displaced to a lower grade position shall maintain his or her current wage rate, and that wage rate will be red-circled until such time as it becomes equal to or lesser than the wage rate for the position into which he or she was displaced. At such time the displaced employee's wage rate shall revert to the wage rate for the position into which he or she was displaced.
- 8.02 No new employees shall be hired until laid-off employees who have the qualifications to do available work have been given the opportunity of recall.
- 8.03 Employees are responsible for leaving their current address and telephone numbers with the Company.
- 8.04 An employee who possesses the necessary qualifications shall be notified of the opportunity for recall, in order of seniority, to a position in the most expeditious manner possible including by telephone, fax or in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.
- 8.05 The employee shall indicate to the Company within forty-eight (48) hours of receipt of the recall notice the employee's intention to accept or decline the recall. If an employee who has been laid off fails to respond after the first permanent recall, he or she will be removed from the seniority list and their employment shall cease in accordance with article 6.07(f). If the employee accepts the recall, the employee must be available to return to the Company within two (2) weeks of the notice of recall.

8.07 If an employee who has been laid off elects to terminate their services following a Company initiated staff reduction they will receive severance pay in accordance with the following table:

In such cases, the employee shall receive severance pay in accordance with the following table in lieu of the severance pay mandated by the <i>Alberta Employment Standards Code</i> as amended from time to time:	
Length of Employment:	Severance Pay:
Less than 3 years	None
3 years or more but less than 10 years	1.5 weeks per completed year of continuous employment
10 years or more	2 weeks per completed year of continuous employment to a maximum of 40 weeks

ARTICLE 9: STAFF MOVEMENT AND PROMOTIONS

- 9.01 Should the Company decide to fill a regular job opening or a newly created position covered by this Collective Agreement, it shall post a notice to this effect on the board provided for this purpose and provide a copy to the Union.
- 9.02 The job opening shall be posted for a period of seven (7) calendar days.
- 9.03 The posting shall indicate the position title, hourly rate, duration of the work week and the work schedule, as well as the required qualifications for the job. The job requirements shall be pertinent and related to the position.
- 9.04 Any interested employee may submit an application.
- 9.05 The Company shall attribute the position to the candidate having the most seniority, provided that the employee has the necessary qualifications and ability to immediately do the job.
- 9.06 The Company shall provide the Union with the name of the selected candidate within seven (7) days of the close of the posting period.
- 9.07 An employee whose application was not retained can contest the Company's decision by way of the grievance procedure.

9.08 The person who obtains the position shall be entitled to a familiarization period of no more than fifteen (15) days worked. During the familiarization period, the Company can return the employee to their previous position if the Company is dissatisfied with the employee's performance. The employee can, within the same period, also choose to return to their previous position after having notified the Company of their intention to do so seventy-two (72) hours in advance.

ARTICLE 10: STATUTORY HOLIDAYS AND NON-WORKING DAYS

10.01 (a) Employees shall be entitled to one (1) paid non-working day on each of the following days:

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

Probationary employees shall be paid as per Alberta Labour Standards.

(b) Employees shall also be entitled to an annual additional floating holiday with pay to be taken at a mutually agreed time.

10.02 All employees are also entitled to one (1) paid non-working day corresponding with the employee's birthday. This paid non-working day can be taken one (1) week before or one (1) week after the employee's birthday, with the approval of the Department Manager. Employees wishing to avail themselves of this holiday must notify the Company two (2) weeks in advance. This holiday will only be granted to one (1) employee at a time.

10.03 An employee who works on a Statutory Holiday is entitled to payment for the holiday or a compensatory leave of one (1) day, in addition to receiving 150% of their hourly rate for the work performed.

10.04 In cases where a Statutory Holiday falls on an employee's weekly non-working day or during their vacation time, said Statutory Holiday shall be carried forward to a time to be agreed upon between the employee and the Company.

ARTICLE 11: LEAVES OF ABSENCE

11.01 "Leave of Absence" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for a personal Leave of Absence shall be made to the Manager, or his or her designate, in writing by the employee concerned. Any leave granted shall be in writing covering a specified period of time and shall not exceed six (6) months. The granting of any Leave of Absence shall be at the discretion of the Company and shall be without pay. Such requests will not be unreasonably withheld and the Company will consider extenuating circumstances.

11.02 Leave Without Pay:

- (a) In all cases of leave without pay, if such is the wish of the employee, the Company shall continue to pay the group insurance premium in order to maintain it in effect.

Employees wishing to avail themselves of this clause must provide the Company with a series of cheques post-dated for the last day of each month of the duration of the leave. In the event that an employee's cheque is not honoured the Company will cease paying the employee's group insurance premium.

- (B) In the case of a leave without pay, the procedures governing the employee's return to work shall be established in a written agreement with the Company before the employee's departure.
- (c) During their absence, the employee shall not advance in the wage scale.

11.03 Jury Duty:

When an employee is required to report for jury duty or is subpoenaed to appear in court as a witness in court proceedings, the employee will be paid for the lost time from work, provided the employee submits to the Company the amount received by way of juror or witness fees. The employee will be required to notify the Company immediately upon receipt of notice of jury duty or subpoena, and report to work on any day the employee is not required to attend court or is excused from court prior to 2 hours before the end of their shift.

11.04 Bereavement:

- (a) When a death occurs in the immediate family of an employee, the employee shall be granted bereavement leave up to seven (7) calendar days, at the employee's option, three (3) days of which will be with pay. Such leave will normally commence with the first day following the death or advice of death.
- (b) Immediate family is defined as: spouse (including common law spouse/partner) children of employee and spouse, parents of employee and spouse, grandparents of employee and spouse, grandchildren of employee and spouse, brothers and sisters of employee and spouse and including other relatives residing with the employee.
- (c) In unusual circumstances where the deceased is not a member of the immediate family (e.g. guardian), bereavement leave will be at the discretion of the Company.
- (d) Additional leave without pay up to a maximum of fifteen (15) calendar days may be granted.

11.05 Pregnancy and Parental Leave:

Pregnancy and parental Leave of Absence shall be granted in accordance with the Alberta Employment Standards Act and Regulations.

11.06 Sick Leave:

- (a) Full-time employees shall accrue sick leave at the rate of 0.67 days per completed month of service to a maximum of eight (8) days of sick leave per year. Sick leave shall not accrue in the event the employee is absent from work due to illness, work injury, leave of absence exceeding 30 days (other than a leave of absence mandated by the *Alberta Employment Standards Code* (as amended from time to time)), layoff, strike or lockout. In the event the employee is absent from work because of illness or injury, the Company may require him or her to document his or her absence from work with an acceptable medical certificate. Unused sick days will be accumulated, up to a maximum of twenty-five (25) days, and shall only be paid if the employee retires, which means that the employee does not accept employment with any other employer or does not provide any services for remuneration. If the employee resigns and provides the Company with two (2) weeks' written notice of resignation, the Company shall pay 50% of the employee's accrued but unused sick days to a maximum of twelve and a half (12.5) days.

Part-time employees will receive an additional 2% of his/her regular straight time wage for each hour worked in lieu of sick days.

- (b) Days of sick leave may be taken as half days.
- (c) Excessive use of sick leave will be discussed with the employee and action taken on a case-by-case basis.

11.07 The Company agrees to pay the Union Bargaining Committee members, of not more than two (2) employees, their regular wages for one (1) day of preparation time and for days in actual negotiations for the renewal of the Collective Agreement provided the employee is scheduled to work on the days of negotiation.

ARTICLE 12: VACATION

- 12.01 (a) An employee who has less than one (1) year of service shall be entitled to one (1) day of vacation per month worked, up to a maximum of ten (10) working days.
- (b) After one (1) year of service, an employee shall be entitled to two (2) weeks of vacation with vacation pay accrual of four percent (4%).
- (c) After four (4) years of service, an employee shall be entitled to three (3) weeks of vacation with vacation pay accrual of six percent (6%).
- (d) After eight (8) years of service, an employee shall be entitled to four (4) weeks of vacation with vacation pay accrual of eight percent (8%).

- (e) After eighteen (18) years of service, an employee shall be entitled to five (5) weeks of vacation with vacation pay accrual of ten percent (10%).
- (f) An employee may take up to a maximum of two (2) weeks vacation during the period from June 1st to August 31st of each year unless the Company and the employee agree otherwise.
- (g) Vacation pay shall be paid to part-time employees on a regular basis as four percent (4%) of their total earnings during a pay period.

12.02 January 1st shall be the date used for the purpose of calculating the number of weeks or days of vacation to which the employee is entitled.

12.03 In the event of an employee's departure, retirement or death, all vacation credits shall be paid in full to the employee or to his heirs.

12.04 Before May 1st of each year all employees shall notify the Company of the dates on which they wish to take their summer vacation. The list of each employee's vacation dates shall be posted no later than May 15th. All vacation greater than five (5) days needs to be booked by the May 1st deadline. Before October 1st of each year all employees shall notify the Company of the dates on which they wish to take vacation between December 8th and January 15th. The list of each employee's vacation dates shall be posted no later than October 15th. The Company shall allocate vacation dates on the basis of seniority subject to operational requirements. The Company may limit the number of employees who take their vacation at the same time.

12.05 However, in the case of vacation time taken outside the summer/ winter period as outlined in article 12.04, employees shall notify the Company of their choice of vacation dates one (1) month in advance subject to the provisions in Article 12.04.

12.06 An employee may carry over one (1) week of vacation from his or her current vacation year to the following calendar year.

ARTICLE 13: WORK WEEK

13.01 The duration of the regular work week for full-time employees is thirty-six and one-quarter (36¼) paid hours.

- 13.02 (a) The employees' hours of work are distributed in accordance with the Company's needs.
- (b) Employees are entitled to a fifteen (15) minute paid rest period for each four (4) hours of work. The employees' use of these rest periods shall not disrupt the Company's operations.
- (c) Employees must avail themselves of a forty-five (45) minute unpaid lunch break. Employees cannot work through their lunch and leave early or bank time.

- 13.03 The Company will monitor production quality standards in the operational areas and match those with set Company standards. Should an employee consistently perform under Company standards, the Company will take corrective action.
- 13.04 Employees are allocated a set schedule and are expected to assume diligent responsibility for their attendance and promptness. If an employee is unable to report to work on time, he or she must notify their supervisor at least one (1) hour in advance of their scheduled starting time. Employees are also expected to advise their supervisors of the reason for lateness and estimated arrival time.
- 13.05 Employees who are absent or late for work for reasons unacceptable to the Company or who leave prior to the end of their shift without prior authorization from their supervisor will be subject to corrective action.

ARTICLE 14: OVERTIME

- 14.01 No employee shall perform overtime work unless granted prior authorization to do so by the Company.
- 14.02 All hours of work performed by an employee in excess of seven and one-quarter (7¼) hours in a day or thirty-six and one-quarter (36¼) hours in a week shall be paid at a rate that includes an additional 50% of the employee's regular hourly wage rate.
- 14.03 Unscheduled overtime shall be offered to the employee who is performing the work at the time when the overtime is required.
- 14.04 Scheduled overtime shall be offered to the employee qualified to carry out the work on the basis of seniority.
- 14.05 If overtime is posted and no employee accepts the hours, than it will be allocated using reverse seniority.
- 14.06 An employee requested to work any time not consecutive with his or her shift shall be compensated with a minimum of four (4) hours' pay at the employee's hourly rate, or paid time and one-half at the employee's regular rate for the hours that he or she works, whichever is greater.

ARTICLE 15: GRIEVANCE PROCEDURE

- 15.01 The parties hereto desire that every grievance shall be dealt with in a just and equitable manner and as quickly as possible as provided herein.
- 15.02 An employee who has a grievance must discuss it within five (5) calendar days of the event giving rise to the grievance with his or her immediate supervisor. The employee must be accompanied by a Shop Steward or designate. If there is no resolution following the discussion with the immediate supervisor, the following procedure shall apply:

STEP 1:

The Shop Steward or designate may submit a grievance, in writing to the immediate supervisor of the aggrieved employee. The grievance shall be submitted within seven (7) calendar days of the event giving rise to the grievance. The immediate supervisor shall be required to furnish his written answer within seven (7) calendar days.

STEP 2:

Should the grievance still remain unresolved, the Chief Steward or designate shall present the written grievance to the Manager within seven (7) calendar days of the immediate supervisor's response, who shall investigate the grievance. If the Manager interviews the grievor or other members of the bargaining unit, the Shop Steward and/or Chief Steward shall be present. The Manager (or their designate) shall hold a meeting with the Chief Steward (or their designate), at which the grievor may be present, to attempt to settle the grievance. The Manager shall give a written decision within ten (10) calendar days of the conclusion of such investigation, interview or meeting.

STEP 3:

Should the grievance still remain unresolved, the Chief Steward, Local or National Representative shall present the written grievance to the General Manager or his or her designate within ten (10) calendar days of the reply from the Manager. The General Manager may hold a meeting of all parties involved and shall give a written decision.

- 15.03 Should the grievance still remain unresolved, written notice of the intention to refer it to arbitration must be given within twenty-five (25) calendar days of the General Manager's written decision.
- 15.04 All steps and time limits in articles 15.02, 15.05 and 15.06 shall be mandatory and not directory; requests for extension must be in writing and be mutually agreeable to both parties.
- 15.05 Company grievances or Union policy grievances will be initiated at Step 3, with Company grievances being presented to the Local or National Representative and Union policy grievances to the General Manager. These grievances will be presented within seven (7) calendar days of the event giving rise to them unless a request for extended time is made and granted in writing.
- 15.06 The Union may file a grievance on behalf of an employee with seniority who feels that they have been discharged without just cause. Such grievance must be presented within seven (7) calendar days of the discharge at Step 3 of the grievance procedure.

ARTICLE 16: ARBITRATION

- 16.01 No matter shall be submitted to arbitration by the parties hereto unless and until they have attempted to arrive at a settlement by the means provided in Article 15.

- 16.02 The parties agree that the grievance shall be heard by a single arbitrator.
- 16.03 The notice of arbitration shall be accompanied by the name of an arbitrator suggested by the referring party. The party receiving the notice shall indicate within ten (10) working days whether they agree to the suggested arbitrator and, if not, shall propose an alternative. Should the parties fail to agree upon the selection of an arbitrator within ten (10) days of receipt of the name proposed, the Minister of Labour may be asked by either party to make the appointment.
- 16.04 The arbitrator shall render the decision within thirty (30) calendar days from the final date of the hearing, and the decision will be final and binding on the parties.
- 16.05 The arbitrator shall not have the power to modify or amend, add to, delete from or modify any provisions of this Agreement.
- 16.06 The fees and expenses of the arbitrator shall be divided equally between the Company and the Union.

ARTICLE 17: DISCIPLINE AND DISCHARGE

- 17.01 No employee shall be disciplined or discharged except for just cause.
- 17.02 Disciplinary or discharge action will not be initiated without prior discussion with the employee of the alleged offence. At the commencement of the discussion the employee will be accompanied by their Union Shop Steward or designate.
- 17.03 When disciplinary action such as a disciplinary letter or suspensions without pay is taken, the employee shall be advised in writing of the discipline with a copy to the Union.
- 17.04 Except where an employee has been disciplined for workplace harassment or violence, or any other ground that raises a concern for safety in the workplace, implementation of a suspension without pay shall be withheld until all appeal procedures requested in accordance with Article 15.02 have concluded.
- 17.05 All disciplinary notations will be removed from an employee's personnel file after eighteen (18) months from the date of the last one, provided that there has been no intervening disciplinary notation for similar misconduct.

ARTICLE 18: HEALTH AND SAFETY

- 18.01 The Company, the Union and the employees shall comply with the requirements of the Alberta Occupational Health & Safety Act. In the event that the Occupational Health & Safety Act as it read on January 1st, 2003 is repealed or amended to provide employees with lesser rights and benefits, the Company, the Union and the employees shall continue to comply with the Occupational Health & Safety Act as it read on January 1st, 2003.

- 18.02 The Joint Health and Safety Committee shall have the functions, rights and obligations provided by the Occupational Health & Safety Act. In the event that the Occupational Health & Safety Act as it read on January 1st, 2003 is repealed or modified to provide the Joint Health and Safety Committee with more limited functions or lesser rights and obligations, the Joint Health and Safety Committee shall have the functions, rights and obligations prescribed by the Occupational Health & Safety Act as it read on January 1st, 2003.
- 18.03(a) During the term of this Agreement, the Company shall grant the Union's two (2) representatives on the Joint Health and Safety Committee paid Leaves of Absence to attend conferences or courses related to occupational health and safety. In the first year of this Agreement, the Company will provide each of the Union's representatives on the Joint Health and Safety Committee with one (1) week leave for this purpose, and in subsequent years of this Agreement the Company will provide each of the Union's representatives on the Joint Health and Safety Committee with one (1) day leave per year for this purpose. The Union will provide or select the training and pay for the cost of the training.
- 18.03(b): If it is necessary due to the introduction of new equipment or staff turnover, the Company shall provide annual training to the employees.
- 18.04 The Union's occupational health and safety staff or consultants shall, after notifying the Company, be permitted at reasonable times that do not interfere with the Company's operations, to enter the workplace to attend meetings of the Joint Health and Safety Committee and to inspect, investigate or monitor the workplace.
- 18.05 The Company agrees to stop work and to provide a minute of silence for all employees at 11:00 a.m. on April 28th in memory of workers killed or injured on the job.
- 18.06 (a) The Company shall make its best efforts to ensure that an employee or supervisor who has completed first-aid training is present on each shift.
- (b) The Company shall initially pay for two (2) individuals (employees or supervisors) from each shift (a total of six [6] individuals) to attend and successfully complete first-aid training. The Company shall provide first-aid training thereafter on an as-needed basis. The Company and the Union shall jointly select the individuals who will receive the first-aid training.
- 18.07 The Company will provide an employee who is injured during working hours and who must leave work due to his or her injury with his or her regular straight-time wages for the balance of his or her shift, and will provide that employee with transportation to receive medical treatment or to his or her home.

ARTICLE 19: HUMAN RIGHTS

19.01 The Company and the Union agree that there will be no discrimination, interference, bullying, restraint or coercion exercised or practiced by the Company or the Union or any of their representatives with respect to any employee because of race, national or ethnic origin, colour, religion, age, sex, marital status, sexual orientation or political affiliation, or because of an employee's Union membership or non-membership.

19.02 Employees shall comply with the Company's business conduct guidelines.

ARTICLE 20: BENEFITS

20.01 The Company will pay the premiums for group insurance coverage required to provide the employees with the following benefits:

- (a) group extended health care insurance;
- (b) group dental care insurance;
- (c) employee and dependent life insurance; and
- (d) employee and dependent accidental death and dismemberment insurance.
- (e) Vision care of \$350.00 effective January 1st, 2012.

The Company will pay the premiums to maintain the benefits for full-time and eligible permanent part-time employees (as defined in Equitable Life Group Policy No. 811528) provided under Equitable Life Group Policy No. 811528 as it existed on August 1st, 2010.

If the Company changes its insurance provider, it will arrange for and pay the premiums for group insurance that provides benefits equivalent as a whole to those that it provided under Equitable Life Group Policy No. 811528 as it existed on August 1st, 2010.

The Company will provide the Union advanced notice of any changes to the benefit carrier.

20.02 It is agreed and understood that eligibility and benefits under the group insurance plan(s) are to be determined by reference to the policies through which the Company has secured the coverage. Disputes relating to eligibility or benefits under the group insurance plan(s) shall not constitute a difference between the Company and the Union arising from the interpretation, application, administration or alleged violation of this Agreement and shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 21: JOB SECURITY

- 21.01 Individuals who are not in the Bargaining Unit will not perform what would otherwise be considered bargaining unit work if such performance of work would cause the lay-off or reduction in hours of any employee.
- 21.02 (a) In the event that the Company decides to introduce a technological change which will result in a reduction in staffing, it will notify the Union in writing at least thirty (30) days prior to the date on which it intends to introduce the technological change.
- (b) Within twenty (20) days of the delivery of the Company's notice to the Union that it intends to introduce a technological change, the Company shall meet with the Union's representatives in order to discuss appropriate employee training and upgrading measures, as well as any other suggestions aimed at minimizing the repercussions of the change for the employees.
- (c) The Company shall offer an upgrading and/or training program to employees affected by a technological change as defined in subsection (e). Such upgrading and/or training program shall not exceed thirty (30) calendar days.
- (d) Where staff redundancies result from a technological change, the Company may lay off employees.
- (e) For the purposes of this Article, "technological change" means a change in the Company's operations due to an introduction of new equipment or production processes that will cause a reduction in staffing.
- 21.03 The upgrading and/or training program shall be provided at the Company's expense and employees shall continue to be paid during this period.

ARTICLE 22: LABOUR MANAGEMENT COMMITTEE

- 22.01 A Labour Management Committee shall be appointed consisting of two (2) representatives from the Union and two (2) from the Company. The purpose of the committee will be to discuss work place issues of mutual concern to the parties.
- 22.02 The Labour Management Committee shall meet once each month or at such other times as are mutually agreed to between the parties.
- 22.03 Time spent by employees in Labour Management Committee meetings shall be considered time worked.

ARTICLE 23: WAGES

- 23.01 Employees will be paid in accordance with the wage scale in Appendix “A” to this Agreement.
- 23.02 An employee with an hourly wage rate that is currently greater than the wage rate that he or she would receive under Appendix “A” to this Agreement will maintain his or her hourly wage rate until it becomes equal to the wages that he or she would receive under Appendix “A”. For each year in which that employee’s hourly wage is greater than the wage rate that he or she would receive under Appendix “A”, that employee shall receive a percentage wage increase equal to the percentage increase received, if any, by the bargaining unit employees in the relevant year.
- 23.03 In the event of the creation of a new classification, the Company and the Union will meet to discuss the hourly rate of pay for that classification.

ARTICLE 24: PREMIUMS

- 24.01 An employee whose shift starts on or after 1500 hours and prior to 2300 hours shall receive a premium equal to forty-five cents (45¢) per hour for each hour worked in the shift.
- 24.02 An employee whose shift starts on or after 2300 hours and prior to 0530 hours shall receive a premium equal to seventy-five cents (75¢) per hour for each hour worked in the shift.
- 24.03 There shall be no pyramiding of overtime rates and/or premium rates of pay.

ARTICLE 25: STRIKES AND LOCKOUTS

- 25.01 The Company agrees that it will not cause or direct any lock-out of its employees during the term of this Agreement. The Union agrees that it will not cause or direct, nor will any member of the Union to take part in, any strike during the term of this Agreement. The term “strike” or “lock-out” is as defined in the Alberta Labour Relations Code.

ARTICLE 26: WORKPLACE HARASSMENT

- 26.01 The Company and the Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known, or ought reasonably be known, to be unwelcome and that denies individual dignity and respect on the basis of grounds such as gender, disability, race, colour, sexual orientation or other grounds prohibited by the Alberta Human Rights and Multicultural Act. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, restrooms and conference rooms.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat, or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- (a) unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- (b) posting or circulation of offensive photos or visual materials;
- (c) refusal to work or converse with an employee because of their racial background or gender;
- (d) unwanted physical conduct such as touching, patting, pinching, etc.;
- (e) unwelcome invitations or requests of a sexual nature;
- (f) backlash or retaliation for lodging a complaint or participating in an investigation under this Article.

Harassment is *not*:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a Complaint:

If an employee believes that he or she has been harassed or discriminated against on the basis of any prohibited ground of discrimination, he or she should take the following steps to put a stop to it. First, the employee should request that the unwanted behaviour stops. The employee should inform the individual engaged in the unwelcome behaviour that the behaviour is unwanted and unwelcome. It is advisable to document the events complete with times, dates, location, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harassers or may fear reprisals from the harasser, lack of support from their work group, or disbelief by the supervisor or others. In a case where the employee is reluctant to confront the individual engaged in the unwelcome behaviour, the employee should bring the incident to the attention of his or her Supervisor and/or Committee Person.

Investigation:

Upon receipt of the complaint, the Supervisor or Committee Person contacted will immediately inform his or her Union and Company counterpart. The Supervisor and the Chief Steward will then interview the employee and advise him or her if the complaint can be resolved immediately or if the complaint should be reduced

to writing or processed through another procedure. Copies of the written complaint will be forwarded to the Manager and the Local Union Service Representative.

The Local Union Service Representative and the Manager will then determine if the complaint requires a special investigative team comprised of one (1) representative appointed by the Company and one (1) appointed by the Union. In the event of a complaint involving sexual harassment, the investigative team will, if possible, include at least one (1) woman.

A formal investigation of the complaint will then begin. The investigation may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

Resolution:

The Company and the Union investigators will then complete a report that sets out the findings of the investigation. They will forward a copy of their report to the Manager and the Local Union Service Representative, who will make a determination on an appropriate resolution. The Manager and the Local Union Service Representative will attempt to resolve the matter within ten (10) days of their receipt of the report.

At the conclusion of this step the complaint, if unresolved, will be considered to be a grievance for the purposes of the Grievance Procedure and will be dealt with as though it were at the Third Step of the Grievance Procedure. In the event that the complaint is not resolved by the parties at the Third Step of the Grievance Procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and as a complaint to the Alberta Human Rights Commission.

The pursuit of frivolous allegations through this procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Right to Refuse:

A Bargaining Unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that in serious cases, or when the safety of the employee is being threatened, it may be necessary for that employee to leave his or her job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above be developed by the Union and the Company and will be implemented as part of this procedure.

This procedure in no way precludes the complainant's right to seek action under the Alberta Human Rights and Multicultural Act. However, the Union and the Company urge employees to use the procedure set out above before initiating a complaint under said Act.

ARTICLE 27: GENERAL

27.01 Taxi Fares:

The Company will reimburse taxi fare of up to twelve dollars and fifty cents (\$12.50) per trip to employees who are required to start and finish work during hours when there is no downtown bus service.

27.02 The Company will supply orthopedic chairs, footstools, etc. with proper medical documentation from the employee concerned.

27.04 Effective January 1st, 2008, the employer agrees to provide employees, on a quarterly basis, their entitlements for vacation and sick days, including float days and any other entitlements referred to in the Collective Agreement.

ARTICLE 28: SEVERANCE – Agreed to delete 30 days after ratification (Feb 20/11)

28.01 In the event of the Company's closure of its operation, or a reduction of thirty percent (30%) or more of its staff within any eighteen (18) month period, affected employees shall receive severance pay of two (2) weeks' regular straight-time wages for each full year of service. For a part-time employee, a week's severance pay will be equivalent to the number of hours worked in the last thirteen (13) weeks divided by thirteen (13).

ARTICLE 29: DURATION

29.01 This Agreement shall become effective (except as otherwise provided herein) on January 1st, 2011 and shall expire on December 31st, 2013.

29.02 Within ninety (90) days prior to December 31st, 2013, either party may advise the other of its desire to commence negotiations for a new Agreement to take effect after the expiry of this Agreement.

29.03 Upon such notice being given, the parties shall agree upon a date for the first meeting to be held within twenty (20) working days of the receipt of the notice.

IN WITNESS WHEREOF the parties have executed this Agreement this ??? day of ???, 2011.

FOR THE EMPLOYER:

FOR THE UNION:

H. Hofmann

K. Partridge

B. Golightly

G. Falkenstein

P. Crompton

T. Romanow

APPENDIX "A" - HOURLY WAGES FOR EMPLOYEES

PRODUCTION EMPLOYEES				
FROM	TO (Seniority)	JANUARY 1st 2011 0%	JANUARY 1st 2012 2.5%	JANUARY 1st 2013 2.5%
Start	471 hours	14.02	14.37	14.73
472 hours	1,885 hours	15.18	15.56	15.95
1,886 hours	3,770 hours	16.36	16.77	17.19
3,771 hours	9,425 hours	16.95	17.37	17.80
9,426 hours	13,195 hours	17.53	17.97	18.42
Over 13,195	hours	18.11	18.56	19.02
CSR EMPLOYEES				
FROM	TO (Seniority)	JANUARY 1st 2011 0%	JANUARY 1st 2012 2.5%	JANUARY 1st 2013 2.5%
Start	471 hours	16.35	16.76	17.18
472 hours	1,885 hours	16.94	17.36	17.94
1,886 hours	3,770 hours	17.52	17.96	18.41
3,771 hours	9,425 hours	18.11	18.56	19.02
9,426 hours	13,195 hours	18.69	19.16	19.64
Over 13,195	hours	19.35	19.83	20.33