

Letter of Agreement

L2724

Re: Work-sharing Arrangement

As defined by the EI work-share program

The following particulars record the arrangements pertaining to the parties' agreement to enter into a formal Work-sharing Agreement commencing February 8, 2009 and terminating no later than August 8, 2009.

This agreement can be cancelled by written notice of either party and will terminate at 11:59 p.m. of the Saturday of the week that such notice is given.

This Letter of Agreement fully records all items agreed-to by the parties.


1. Regarding the Salaried Employees Pension Plan, the "Credited Earnings" for a Local 2724 employee who participates in the Work-sharing Agreement will be adjusted by the Company to reflect what the employee's basic pay and service would have been had they not participated in work-sharing for that month.
2. The parties agree that for the period of the Work-sharing Agreement no employee's vacation leave will be adversely affected as a result of the employee's participation.
3. An employee's Vacation Pay during the period of the Work-sharing Agreement will be determined using their unadjusted Basic Monthly Salary (i.e. the 'work-sharing days' will be omitted).
4. For the purposes of calculating an employee's Vacation Bonus, the parties agree for the purposes of Article 14.02, that the February salary to be used will be their unadjusted Basic Month Salary (i.e. the 'work-sharing days' will be omitted).
5. For the Purposes of Article 18 – Profit Sharing Plan, the parties agree that all hours missed by an employee as a result of their participation of the Work-sharing Agreement or by taking a day off will be included for in the eligible hour's calculation. For clarity, the profit-sharing amount paid to an employee will not be adversely affected by the Work-sharing Program.
6. The Company does not guarantee that there will be no layoffs during the period of the Work-sharing Agreement. If a layoff does become necessary, Local 2724 may give proper notice as defined in the EI Work Share program of the termination of this Letter of Agreement and the Work-sharing Agreement. The Company will not implement a lay-off while the E.I. Work-sharing Program remains in effect without the Unions agreement.

7. The Local Union will be provided with a listing of the positions of Local 2724 employees who will not be participating in the Work-sharing Agreement prior to the Local Union Membership vote on the Work-sharing Program. The company and union will agree which employee will be placed on each non-participating position
8. An employee, who does not want to partake in work-sharing, can use a vacation day or C-day or day without pay instead of submitting an Employment Insurance claim for a designated work-sharing day.
9. A non-Local 2724 employee will not perform the work of a Local 2724 employee while they are off on a work-sharing day.
10. A weekly review of the Local 2724 employee assignments and those non-Local 2724 personnel replacing a Local 2724 employee (if any) who is off will be held. The parties will attempt to re-assign available Local 2724 employees in such a manner that will minimize the need for non-Local 2724 employees to be required. In those situations where a non-Local 2724 employee is required to work on a Local 2724 occupation, the terms and conditions of this Letter of Agreement will apply.
11. Employees will be advised in writing prior to the commencement of each work week of their designated work-sharing day for the upcoming week. Employees in a vacation scheduling group will attempt to reach agreement on the rules pertaining to designating the work-sharing day.
12. An employee, who works on a day designated as one of their work-sharing days, will be paid his or her regular salary for such day. The provisions of Article 5.04.10 regarding the application of overtime rates is not amended by the Work-sharing Agreement.
13. For clarity wherever within the Collective Agreement the phrase 'base monthly salary' or 'normal hourly rate' is used it shall for the period of the Work-sharing Agreement be read to mean the unadjusted Basic Monthly Salary (i.e. the 'work-sharing days' will be omitted). By example this will apply to Articles 6.03.10, 15.06.10, 15.08, 15.09. In the Extended Health Benefit Agreement, Articles 3.02, and 3.07 are examples. In the Letters of Agreement, an example is the "Compensating Days Off" letter.
14. Any on call or overtime occurrences (other than emergency) will be discussed in advance with the union.
15. Any assignment or reassignment will be agreed to in advance with the union.
16. For those Local 2724 employees re-assigned in accordance with this Letter of Agreement, the replacement rate provisions of Article 15.06.20 will apply.


17. Any addition of functions to a job will be agreed to with the union in advance

18. Merit increases and cola will not be adversely affected by the work-share program.


19. A list of total hours worked and C Time earned for each 2724 employee will be provided to the union on a weekly basis.




For the Company



For the Company



For the Union



For the Union

Date: 27th Jan 2009