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**New Collective Agreement Language  
CST Resource Pool (“Pool”)**



**Article 30A (NEW)**

Intention:

30A.01 The parties agree that there will be a CST Resource Pool (“Pool”) with working conditions which differ from those of regular and part-time employees, as set out in this Article.

**Composition of the CST Resource Pool**

30A.02 The size of the Pool may fluctuate, but at no time will the Pool have fewer than 20 CSTs who are scheduled for the minimum hours set out in 30A.16, unless there are no contractors doing the work of CSTs anywhere in the Ten Cities.

30A.03 The maximum size of the Pool will be 50% of the combined number of CSTs with Reporting Centres in the Ten Cities.

30A.04 The Pool may consist of both new hires (Pool CST I), and existing employees (Pool CST II).

30A.05 “Pool CST I”: New hires (meaning employees hired into the Pool after October 1, 2010) will have rights under this Article, and only under this Article. The parties recognize that Pool CST I’s will not have rights under the Collective Agreement other than what is specifically provided in this Article. A Pool CST I is not a “Regular Employee” within the meaning of the Collective Agreement.

30A.06 “Pool CST II”: Existing employees (meaning employees as of October 1, 2010) who enter the Pool will become Regular Part Time employees for all purposes under the Collective Agreement, unless specifically provided otherwise in this Article.

30A.07 Pool CSTs are part of the bargaining unit. Article 6 (Union Dues), Article 7 (Council Representation & Time Allowance), and Article 8 (Bargaining Procedures) apply with respect to Pool CSTs.

**Employees Entering the CST Resource Pool**

30A.08 Pool CST II’s may enter the Pool in accordance with the job posting process. However, if a relocation is required in order to

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accept the position, the Pool CST II will not be entitled to relocation costs.

- 30A.09 Pool CST I's hired into the Pool must have met the SELQs for a CST.
- 30A.10 Any employee who has retired from the Company during the previous 5 years will not be eligible to be hired into the Pool.
- 30A.11 When there is a need for an employee in the Pool, the position will be filled on a rotational basis as follows:
- a. The first position will be filled by an existing employee as a Pool CST II. New hires will only be considered if there is no existing employee who can fill the position.
  - b. The second position will be filled by a new hire as a Pool CST I. Existing employees will only be considered if the Company is unable to find a new hire.
  - c. This rotation (existing employee, new hire) will be maintained even if in any given case the position ends up being otherwise filled. That is, if the first position is filled by a new hire because there is no existing employee who can fill the position, the second position will still be filled by a new hire, and the next position by an existing employee, and so on.

#### Wages for the CST Resource Pool

- 30A.12 Pool CST II's will have the following wage treatment:
- a. They will be grandfathered onto Wage Scale 13.
  - b. They will receive progression increases in accordance with the Collective Agreement.
  - c. If Wage Scale 13 is higher or lower than their existing wage when they enter the Pool, their wages will be adjusted in accordance with Articles 13.06 and 13.07 of the Collective Agreement.
- 30A.13 Pool CST I's will have the following wage treatment:
- a. They will be placed on Wage Scale 13a.
  - b. They will progress through the steps of the Wage Scale every 6 months.

#### Work of the CST Resource Pool

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- 30A.14 Pool employees will only be assigned by the Company to do CST work which is within the Ten Cities, and will not be temporarily reassigned to other classifications or to management without the consent of the Council.
- 30A.15 Pool employees will have a Reporting Centre within the meaning of the Collective Agreement. Article 19 applies with respect to any travel and expenses.

#### Hours & Other Working Conditions for the CST Resource Pool

- 30A.16 Pool CST II's will be scheduled for a minimum of twenty-two and one half (22.5) hours per week. Pool CST I's, when scheduled, will be scheduled for a minimum of twenty-two and one half (22.5) hours per Scheduling Period. However, no Pool CST I will have a guarantee that they will be scheduled for those minimum hours for any given Scheduling Period. For greater certainty, Article 30.04(b) does not apply to Pool CSTs.
- 30A.17 Scheduling of Pool employees will be done separately for each of the Ten Cities. Scheduling will be according to a two-week Scheduling Period. Articles 27.02(a),(b), (d), and (h) will apply with respect to the scheduling of Pool employees. Hours will be scheduled fairly and equitably among the members of the Pool, with every effort made to respect the following principles:
- a. All Pool CST II's must be scheduled to their minimum guaranteed twenty-two and one half (22.5) hours per week.
  - b. Where possible, Pool CST I's who are scheduled will be scheduled for more than the minimum hours in 30A.16.
  - c. Seniority and length of service will be taken into account in the assignment of hours.
  - d. Pool employees will be scheduled a maximum of eighty (80) hours in a Scheduling Period.
- 30A.18 Pool employees will be entitled to receive overtime after they have worked more than the Standard Working Day for the CST classification, or more than their actual scheduled hours, whichever is greater. When a Pool employee has worked or been scheduled to work ten (10) days in a Scheduling Period, and is required to work on additional days, they will be paid overtime rates for the additional days. However, if overtime hours are available and all CSTs in the relevant city have worked at least full-time hours, Regular CSTs will have preference over Pool CSTs for access to overtime.

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- 30A.19 Pool CSTs are entitled to the differentials and premiums in Article 24 and to the call-out provisions in Article 23.08.
- 30A.20 The schedule for Pool employees will be posted at least seven (7) days in advance. Pool employees may be required to work additional hours beyond their scheduled hours. If the change is made less than seven (7) days prior to the day the hours are to be worked, this will be deemed a change of scheduled tour and the employee will be compensated as per Article 27.04.
- 30A.21 A Pool employee who works a full basic tour on any day is entitled to the same paid rest periods as provided to full time employees in accordance with Article 27. A Pool employee, whose complete tour is four (4) hours without a meal break, will receive a fifteen (15) minute paid rest period scheduled as close to the midpoint of the tour as possible. A Pool employee, whose complete tour is more than five (5) hours, will be entitled to the same rest periods and meal breaks as an employee who works a full tour.
- 30A.22 For Pool employees, holiday pay for a statutory holiday provided by the Canada Labour Code means the greater of one-tenth (1/10) of their regular earnings for the pay period immediately preceding the holiday or one-twentieth (1/20) of their regular earnings for the two (2) pay periods immediately preceding the holiday. A Pool employee who is required to work on a statutory holiday provided by the Canada Labour Code will be paid holiday pay as provided above, and will be paid on a time-and-a-half basis for hours actually worked.
- 30A.23 Pool CST II's will accrue seniority on the basis set out for Part Time employees. Pool CST I's will not acquire seniority while in the Pool, but on posting into a non-Pool position, the employee's time in the Pool will be bridged for the purposes of seniority, in accordance with the bridging rules in Article 11.10(a). For greater certainty, the employee's time in the Pool refers to actual hours worked as a Pool CST I.
- 30A.24 Vacation:
- a. Pool CST II's will be entitled to vacation as per Article 26. However, for a period beginning June 1 and ending September 30, the requirement to allow ten percent (10%) to take vacation is waived with respect to Pool CST II's.
  - b. Pool CST I's will be paid in lieu of vacation on a bi-weekly basis at four percent (4%) of their earnings or at the rate specified in the Canada Labour Code, whichever is greater.

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30A.25 Sickness Disability Benefit: Pool employees will be entitled to SDB. The weekly compensation rate for a Pool employee will be prorated based on the weekly average of the regular earnings during the twenty-six (26) preceding pay periods. If an employee has been employed by the Company for less than one (1) year, the weekly compensation rate will be prorated based on an average of the weekly regular earnings during the period of employment.

For greater certainty, Pool CST I's are not entitled to paid sick leave under Article 28.08.

30A.26 Pool CST I's are entitled to any leaves provided under the Canada Labour Code or otherwise by law. Any other leaves must be agreed to by the supervisor in their sole discretion.

30A.27 Pool CST I's will have the option to participate in the Group Insurance, Dental and Medical, and Group RRSP plans by paying both employer and employee premiums.

30A.28 The Company has the discretion to terminate a Pool CST I on the basis that they are not suitable for work. The Pool CST I may grieve that the decision is arbitrary, discriminatory, or in bad faith.

30A.29 Where a Pool CST is subject to discipline, Articles 14.02-14.04 apply.

30A.30 Where a Pool CST grieves any issue that arises from this Article, they will have access to the grievance and arbitration procedure under Articles 15 & 16.

30A.31 Article 9 (Discrimination), Article 10 (Health & Safety), Article 29 (Miscellaneous Working Conditions), and Article 32 (Training) apply to Pool CSTs.

#### Employees Posting Out of the CST Resource Pool

30A.32 Once a Pool employee has worked 3000 hours in the Pool, they will be eligible to apply to other regular posted positions (including regular CST positions.)

30A.33 Regular CST positions will be posted according to the job posting process, with the following modification:

- a. Once there are Pool employees with 3000 hours worked, CST postings will be done on a rotational basis.

- b. Every third regular CST posting will be guaranteed to a Pool employee (provided that there is a Pool employee who has met the 3000 hour threshold.) Such postings will clearly identify that preference will be given to Pool employees.
  - c. This rotation (regular posting, regular posting, guaranteed position for Pool employee) will be maintained even if in any given case the position ends up being otherwise filled. That is, if the third position is filled by a regular posting because there is no Pool employee who can fill the position, the next posting will still be a regular posting, and so on.
  - d. For greater certainty, a Pool employee may still apply on a posting which is not guaranteed for a Pool employee, and may be awarded the posting if they are otherwise entitled to it under the regular job posting process. Pool CSTs will have the same consideration as temporary employees for the purposes of Article 13.03.
- 30A.34 Where a Pool employee on Wage Scale 13a posts into a CST position, other than as a Community or Combination Technician, they will continue on Wage Scale 13a, with progressional increases every six months if they have not reached the top of the Wage Scale.
- 30A.35 Where a Pool employee on Wage Scale 13a posts into a role other than a CST role, or posts to a Community or Combination Technician role, they will be placed on the appropriate Wage Scale in accordance with the Collective Agreement.
- 30A.36 Where a Pool employee posts into a role which requires a relocation, that location will be considered their first Reporting Centre, and they will only be entitled to relocation costs up to the maximum stated in Article 34.02 of the Collective Agreement.
- 30A.37 Where a Pool CST I with more than 1040 hours in the Pool posts into a regular position, they will be deemed to have passed the probationary period in the new position. If the Pool employee has not reached 1040 hours, the probationary period in the new position will be pro-rated to account for the hours the employee has worked in the Pool.
- 30A.38 For greater certainty, Pool CSTs are entitled to all rights under the Canada Labour Code.