

COLLECTIVE AGREEMENT

BETWEEN



TOROMONT MATERIAL HANDLING INC.

- and -



Unifor Canada and its
Local 112

Expiring: February 7, 2025

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MEMORANDUM OF AGREEMENT made and entered into this 21st day of **March, 2022**.

BETWEEN:

TOROMONT MATERIAL HANDLING

hereinafter designated as the "Company"

OF THE FIRST PART;

- and -

UNIFOR CANADA AND ITS LOCAL 112

hereinafter designated as the "Union"

OF THE SECOND PART.

WHEREAS the Union was certified on the 5th day of May, 1970 as the bargaining agent of all employees of Toromont Material Handling, a division of Toromont Industries Ltd. (formerly "Hewitt Material Handling") at Metropolitan Toronto and Concord save and except foreperson, persons above the rank of foreperson and office and sales staff;

AND WHEREAS the parties to this agreement agree that the purpose of the agreement is to provide lawful and orderly collective bargaining relations between the Company and its employees covered by this agreement, through the Union, to secure prompt disposition of grievances, to eliminate interruption of work and interference with efficient operation of the Company's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in this agreement;

Now THEREFORE the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agency for all its employees employed at Metropolitan Toronto and Concord, (should the legal description of these boundaries change during the life of this contract the current geographical boundaries shall be taken as the parameters for the balance of the contract) and except for foreperson, persons above the rank of foreperson and office and sales staff.
- 1.02 "Employee" as used in this agreement shall mean those persons described in the bargaining unit set forth in Clause 1.01.
- 1.03 Use of the masculine gender in this contract shall include the feminine.

ARTICLE 2 - RELATIONSHIP

- 2.01 It is agreed that all employees of the Company who are members of the Union as of the date of signing of this agreement shall, as a condition of employment, remain members in good standing as provided in the Constitution and By-Laws of the Union. All employees hired after the date of signing of this agreement shall become members of the Union.
- 2.02 All employees covered by this agreement shall authorize the Company in writing to deduct an amount equivalent to regular bi-weekly Union dues for the term of this agreement from each pay.
- 2.03 The Company agrees during the term of this agreement, to the extent authorized in writing by each employee, to deduct all regular initiation fees and dues in amounts prescribed by the Constitution and By-Laws of the Union from the first pay due in the month following the day in which the employee was first hired and each bi-weekly pay thereafter and to remit same not later than the thirtieth (30th) day of the month the total amounts collected up to and including the thirtieth (30th) day to the Secretary Treasurer of Unifor Canada and its Local 112, 30 Tangiers Road, Toronto M3J 2B2 together with a list of the names of those employees from whom such deductions have been made and also the names of any employees who have left the employment of the Company since the last payment.
- 2.04 It is expressly understood and agreed that the Company shall not be required to discharge any employee for violation of the provisions of Articles 2.01 and 2.02 of this agreement for any reason other than the non-payment of regular monthly Union dues, notwithstanding anything to the contrary herein contained.
- 2.05 The Company and the Union agree that they will not discriminate against employees in respect to their training, benefits eligibility, upgrading, promotion, transfer, layoff, discharge or otherwise because of race, creed, colour, national origin, sex, marital status, political affiliation, union participation, age or sexual orientation.
- 2.06 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of his or their respective foreperson or supervisor.
- 2.07 The Company and the Union agree to establish and maintain a Labour Management Relations Committee consisting of two (2) employees appointed by the Union and two (2) representatives of Management appointed by the Company. The Committee shall meet at the request of either party subject to five (5) days

notice being given unless otherwise agreed, however not less than once per quarter. The requesting party must prepare and submit an agenda at such time as the meeting is requested.

Union Committee members shall be allowed time off with pay to attend such meetings. From time to time, such meetings may require scheduling after regular working hours. In such cases, the Union Committee members shall receive their regular rate of pay for attendance at such meetings.

The purpose of the Committee shall be for the interchange of ideas and information on matters of mutual interest and concern, such as, but not limited to, service opportunities, training, the introduction of new products or technological changes. Minutes shall be taken in all cases and approved by the members of the Committee.

Nothing in this Article shall be construed so as to infringe upon the rights of the Company or the Union as set forth in this agreement.

The Committee shall not have the power to bind either the Union or its members or the Company to any decisions or conclusions reached in their discussions.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer and suspend employees, and to discipline or discharge any employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, alter from time to time, and enforce rules and regulations to be observed by the employees provided such rules are not inconsistent with the terms and provisions of the agreement; all employees must sign the acknowledgement form of the Company Code of Conduct and the Rules of Conduct and return same to their supervisor, when requested.
- (d) determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedule of production, number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except specifically limited by the express provisions of this agreement;
- (e) the Company agrees that it will exercise these functions in a manner not inconsistent with the express provisions of this agreement.

3.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Plant Rules, or of any of the

provisions of this agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee; provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 4 - PLANT COMMITTEE

- 4.01 The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee composed of stewards, the basis of representation being one (1) steward per area supervised by one (1) foreperson or supervisor and in addition to appoint, or otherwise elect a Plant chairperson. All stewards shall be employees of the Company during their term of office.

The name and area of each of the stewards and the name of the Chairperson of the Plant Committee from time to time selected shall be given to the Company in writing and the Company shall not be required to recognize any such steward or Chairperson until it has been so notified.

- 4.02 The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this agreement.

- 4.03 The Union undertakes to instruct its officers, stewards and members to cooperate with the Company and with all persons representing the Company in a supervisory capacity.

- 4.04 Employees having grievances cannot discuss these with their respective stewards in working hours without obtaining prior permission of the foreperson or supervisor concerned and such permission shall not be unreasonably withheld.

- 4.05 The right of stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:

- (a) Such business must be between the Union and/or the employee and the management.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The steward concerned shall obtain the permission of the foreperson concerned before leaving his work. Such permission shall not be unreasonably withheld.
- (d) The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the steward is employed.

- 4.06 The Company agrees to grant reasonable time to stewards for the processing of grievances and the Union agrees that such right shall not be misused and the provisions of Section 4.05 sub-sections (c) and (d) shall apply.

- 4.07 The President of the Local Union, or in his absence the Vice President, will be recognized as an ex-officio member of all committees. The Company agrees to recognize them as such and the Local Union President or Vice President will be permitted to attend all meetings between Union and Management on all matters arising from the provisions of this agreement. In addition if the Local Union President desires access to the Company plant he shall notify the Company in

advance. He will then be granted access provided such access does not unreasonably interfere with the efficient operation of the Company's business.

- 4.08 The Plant Chairperson will be supplied on a monthly basis with written or electronic information listing new hires, including department and classification, discharges, resignations, lay-offs, recalls, changes in classification and transfers for employees covered by this agreement. Said information shall be provided no later than the 15th of any one month. Every six (6) months the Company will supply the Plant Chairperson with a complete current mailing list of the employees covered by this agreement. The Plant Chairperson will be provided with a telephone and filing cabinet in reasonably close proximity to his workstation.

The Plant Chairperson will be granted free access to other work areas during his working hours provided advance notification is given to his foreperson and provided the Plant Chairperson notifies the Supervisor of the work area he is visiting immediately upon entry to such area. It is understood and agreed that access may be delayed due to pressing customer or other business requirements.

The plant chairperson and JHSC Union Co-chair shall be notified when an employee files a WSIB claim or on Sickness and Accident (Short Term disability). Employee will receive a copy of WSIB form 7 at the time the form is filled out.

- 4.09 The Company will provide for up to **one (1)** hour orientation period for new employees to be held once per month.
- 4.10A An employee who is elected or appointed to a full-time office with the National Union or Local 112 will be granted Leave of Absence upon a sixty (60) days notice written application of the National Union or the senior officer of Local 112 as the case may be. Such Leave of Absence shall not be with accrual of Seniority and extended upon request. It is understood that the Company will receive written notice from the National Union or Local 112 respectively to this effect.
- 4.10B The National Union or Local 112 agrees also to advise the Company in writing and annually of the names of those employees who are engaged in full-time duties with the Union.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 The parties to this agreement are agreed that it is of utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the agreement as quickly as possible.
- 5.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance. A grievance shall be deemed to have occurred or originated at such time as the employee ought reasonably to have become aware of it.
- 5.03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1. The aggrieved employee with his steward shall present his grievance in writing (on a form supplied by the Union) to the Service Manager who shall consider it in the presence of the person or person(s) presenting same, and render his decision within five (5) working days following the presentation of the grievance to him. If a settlement

satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

Step No. 2. Within five (5) working days after the decision is given under Step No. 2, the aggrieved employee may submit his grievance to Labour Relations Manager, and the employee, accompanied by the Chairman of the Plant Committee and his steward, shall meet within ten (10) working days with such persons as management may desire, to consider the grievance. At this stage they may be accompanied by a representative of the National Union if his presence is requested by either party. The Labour Relations Manager will render his decision in writing within five (5) working days following such meeting.

- 5.04A If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the agreement, then the grievance may be referred in writing by either party to a Single Arbitrator as provided in Article 6 below at any time within ten (10) calendar days after the decision is given under Step No. 3 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.
- 5.04B If the employer has not answered to the grievance in five (5) working days, a second notice is sent by the Union to the Labour Relations Manager and an answer must be given in five (5) working days. If not, the matter is considered settled in the Union's favour. Time limits can be exceeded with the approval of the Union.
- 5.05 In the application of Sections 5, 7 and 8, time limit can be extended by mutual agreement.

ARTICLE 6 - ARBITRATION

- 6.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to an Arbitrator, at the written request of either of the parties hereto.
- 6.02 The decision of an Arbitrator, constituted in the above manner shall be binding on both parties.
- 6.03 The Arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 6.04 Notwithstanding the foregoing provisions, an Arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions, for any existing provisions nor to give any decision inconsistent with the terms and provisions of this agreement. It is further agreed that all grievances alleging unjust discipline or discharge from employment will be submitted to a Single Arbitrator. The parties agree to have the following names of arbitrators where nomination will be done on an alternate basis

Alan Hinnengan
Marilyn Silverman

If one of the above arbitrators is incapable to act as an Arbitrator the party that put up his name will replace him with another arbitrator

- 6.05 Each of the parties to this agreement will jointly bear the expenses of the Arbitrator.

ARTICLE 7 - MANAGEMENT GRIEVANCES - POLICY GRIEVANCES

- 7.01 Any grievances instituted by management may be referred in writing to the Plant Committee within **five (5) working** days of the occurrence of the circumstances giving rise to the grievance, and the Plant Committee shall meet within **five (5) working** days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred to an Arbitrator as provided in Article 6 at any time within ten (10) calendar days thereafter, but not later.
- 7.02 A Union policy grievance, which is defined as an alleged violation of this agreement, concerning all or a substantial number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, may be lodged by the Plant Chairperson in writing with the Service Manager at **Step No. 1** of the grievance procedure at any time within **five (5)** working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to **Step No. 2** and to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- 8.01 Where a formal review process has been undertaken for an employee over a specified period of time, the employee will be informed of the areas of concern on a regular basis throughout that period.
- 8.02 A claim by an employee who has completed the probationary period that he has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Service Manager at **Step No. 1** of the grievance procedure within two (2) working days after the employee ceases working for the Company. Such special grievances may be settled by:
- (a) confirming the management's action in dismissing or suspending the employee; or
 - (b) reinstating the employee with full compensation for time lost; or
 - (c) any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitrator as the case may be.
- 8.03 Where an employee is given a disciplinary warning which is to be recorded against him, the steward shall be present, and notice of the discipline will be given to the employee and to the Union.
- 8.04A It is agreed that any discipline for a minor offence shall not be used against an employee after twelve (12) discipline free months.
- 8.04B It is agreed that any discipline for any major offence shall not be used against an employee after eighteen (18) discipline free months.

8.04C Upon request, an employee is entitled to view his complete personnel file not more than one (1) time per year. The Company agrees that it will not rely on expired discipline in any future discipline/discharge.

ARTICLE 9 - NO STRIKES - NO LOCKOUTS

- 9.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, it is agreed that, during the life of this agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and that there will be no lockout.
- 9.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 5 above.
- 9.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at **Step No. 2** of the grievance procedure.
- 9.04 The Union agrees that it will not involve any employee of the Company or the Company either directly or indirectly in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE 10 - WAGES, CLASSIFICATIONS AND AUTOMATIC PROGRESSION

10.01 Schedule "A" hereto headed Wages and Classifications is hereby made a part of this agreement.

10.02A Progression duration in terms of months is as follows:

	Parts, Tool Room, Facilities and Battery Maintenance Technician	Shop Technician	Field Service Technician
Level 1	---	---	---
Level 2	24	14	18
Level 3	---	28	36
Level 4	---	42	54

This progression from one level to another will be based on the following general requirements:

- completion of time duration
- skills testing

An employee wishing to complete level testing procedures will be provided with the applicable test and eligible to take this test up to 6 months prior to the time expiration of his current level.

His wage rate will be adjusted on the Monday following the date all of the requirements for this new level having been achieved.

10.02B Both parties have mutually agreed to:

- a) Develop the testing content and criteria for qualification standards to determine progression from level to level
- b) A performance appraisal review will be done on **an annual** basis and is not to be used for discipline but for development of the employee. An employee can request the presence of a Union Representative during the performance review. The performance evaluation criteria are as follows:
 1. Objectives set between the immediate supervisor and the employee.
 2. Organizational values:
 - Health, Safety, and Environment
 - Integrity
 - Teamwork
 - Commitment
 - Accountability
 3. Specific skills:
 - Attendance and punctuality
 - Planning and organization
 - Administrative and technical knowledge
 - Communication
 - Quality Orientation/Attention to detail
 - Analysis and evaluation
 - Initiative
 - Results and accountability
 - Department

10.03 SGV

Level 1 – SGV System Operator
Entry level SGV System Operator

Level 2 – SGV System Specialist
After 36 to 48 months in level 1 SGV and capable of performing road system design and implementation, gem troubleshooting and debug, complete SGV electronic diagnostic ability, customer application file set up and debug, target system design and implementation.

Level 3 – Senior SGV System Coordinator
After 36 to 48 months of level 2 SGV experience and capable of coordinating all active SGV suppliers, monitor system for cost effectiveness, produce analysis for Customer on proposed system changes when necessary, advise level 1 and 2 of updates, perform training as necessary for updates, software changes, direct liaison with customer management on system issues or invoicing issues, direct and coordinate new projects as required. This position is limited to one (1) employee per project site.

Training :

- Trainer/TC
Starting position for trainer/TC
- Senior Trainer/TC
Minimum of sixty (60) months of experience performing in Trainer/TC
Position and approval of his direct supervisor.

- 10.04 Testing for transition from level to level as well the definition of a passing grade will be developed as per Article 2.07. 70% will be considered a passing grade. The time from a failed test to eligibility for re-test will be six (6) months from the initial eligibility date or the date of the testing which ever is later.
- 10.05 Testing summary results will be reviewed by the individual, Supervisor and Training department within 1 month of the test date to promote future development and understanding.
- 10.06 Employees who hold a 282E Certificate of Qualification are required to keep it valid with the applicable government ministry at all times.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 11.02 The standard workweek shall consist of forty (40) hours per week, Monday through Friday, comprised of five (5) eight (8) hour shifts unless otherwise defined. There shall be one (1) unpaid lunch break of thirty (30) minutes' duration, as scheduled by the Company, during each eight (8) hour shift. The said hours shall be scheduled between the hours of 6:00 a.m. and 5:30 p.m. except for second shift and third shift.
- 11.03 Where a second shift is operated, it shall consist of either forty (40) hours per week, Monday through Friday, comprised of five (5) eight (8) hour shifts, or forty (40) hours per week, comprised of four (4) consecutive ten (10) hour shifts scheduled Monday to Thursday inclusive, or Tuesday to Friday inclusive, unless otherwise defined. There shall be one (1) unpaid lunch break of thirty (30) minutes' duration, as scheduled by the Company, during each eight (8) or ten (10) hour shift. If a five (5) days second shift is operated, the hours of work for such second shift shall be scheduled to commence between 12:30 p.m. and 5:30 p.m. If a four (4) days second shift is operated, the hours of work for such second shift shall be scheduled to commence between 12:30 p.m. and 4:00 p.m.
- 11.04A Where a third shift is operated, it shall consist of forty (40) hours per week, Monday through Friday, comprised of five (5) eight (8) hour shifts unless otherwise defined. There shall be one (1) unpaid lunch break of thirty (30) minutes' duration as scheduled by the Company during each eight (8) hour shift. The hours of work for the third shift shall be scheduled to commence between 10:00 p.m. and 12:00 a.m. For shifts starting on Sundays employees shall be paid the appropriate premiums as described in Article 11.06 for those hours worked.
- 11.04B The second and third shift will be staffed by at least one (1) experienced employee. Experienced is defined as:
 - Shop Level 3 or 4
 - Field Level 3 or 4
 - SGV Level 2 or 3

If not enough SGV Level 2 or 3 technicians exist, then status quo remains.

- 11.05 Overtime at the rate of time and one-half (1½) the employees regular hourly rate shall be paid for all work performed in excess of the shift hours as set forth in

Articles 11.02, 11.03 and 11.04 above; for the first four (4) hours of work performed on the sixth consecutive shift an employee on a five (5) days workweek is scheduled to work; and for the first four (4) hours of work performed on the fifth consecutive shift an employee on a four (4) days workweek is scheduled to work.

11.06 Overtime at the rate of double the employee's regular hourly rate shall be paid for all worked performed as follows:

- (i) Employees on a day shift as described in Article 11.02: For the work performed in excess of four (4) hours overtime on the sixth consecutive shift an employee is scheduled to work, and for any work performed **on the seventh (7th) shift.**
- (ii) Employees on a second shift scheduled on a five (5) days workweek as described in Article 11.03: For work performed in excess of four hours overtime on the fifth consecutive shift an employee is scheduled to work, for work performed in excess of four (4) hours overtime on the sixth consecutive shift an employee is scheduled to work, and for work performed on the seventh consecutive shift an employee is scheduled to work. Such employees may be required to work overtime on the sixth consecutive day shift as described in Article 11.06. (i) subject to the conditions therein set out.
- (iii) Employees on a second shift scheduled on a four (4) days workweek as described in Article 11.03: For work performed in excess of four (4) hours overtime on the fourth consecutive shift an employee is scheduled to work, for work performed in excess of four (4) hours on the fifth consecutive shift an employee is scheduled to work, and for all work performed on the sixth and seventh consecutive shift an employee is scheduled to work.
- (iv) Where overtime commences on an employee's seventh consecutive shift and continues into the following day, the employee shall be paid at the rate of double time.

11.07 Premiums shall not be paid more than once for any hours worked and there shall be no pyramiding of overtime.

11.08 The Company will endeavor to distribute overtime work as equitably as is reasonably possible among employees on the shift who normally perform the work to be done.

11.09 (a) A premium of \$2.37/hour of the employee's basic hourly rate shall be paid for all hours worked on regularly scheduled second shift, and a premium of \$2.50/hour of the employee's basic hourly rate shall be paid for all hours worked on regularly scheduled third shift.

(b) An employee working on a second shift who is required to work overtime shall receive a premium of \$2.37/hour and also overtime premium of one and one half (1½) times his basic hourly rate and an employee working on a third shift who is required to work overtime shall receive a premium of \$2.50/hour and also overtime premium of one and one half (1½) times his basic hourly rate.

(c) Where an employee is required to work beyond a double shift and there are less than eight (8) hours from the time he completes the overtime until the starting time of his regular shift, he shall be paid at straight time rate for the hours which encroach on his regular shift to a maximum of four (4) hours provided he works the balance of his regular shift.

- (d) A premium of \$3.50/hour will be paid to employees when working on specialized heavy material handling equipment.
- 11.10 All employees shall be paid a meal allowance of \$15.00 (including taxes) after completion of three (3) hours of overtime worked beyond the normal work shift provided the allowance is supported by an official receipt including details of purchase and dated for the period the overtime was worked.
- 11.11 Where a second shift is being operated on a four (4) days workweek as provided in 11.03 and a statutory holiday occurs during an employee's normally scheduled workweek, the employee will be granted his normal statutory holiday pay. In the event that a statutory holiday occurs on a Monday or on a Friday which has been scheduled as a day off for an employee, the employee will be granted the previous normally scheduled workday off; in the case of a statutory holiday occurring on a Monday, second shift employees scheduled to work Tuesday to Friday will be granted off on the Tuesday following the holiday, (not the Friday preceding the Monday holiday).
- 11.12 When an employee is to be on call and in a state of readiness to respond to a customer need during that on call period and equipped with a cell-phone, pager, or other device the employee shall be paid four (4) hours a week (**Tuesday to Monday**) at his regular rate of pay.

A work schedule with a minimum of fifteen (15) Field Service Technicians staffed on a voluntary basis supplemented by the force of bottom up seniority in rotation will be posted at the beginning of the year where being on call will be mandatory. All changes to the schedule must be submitted in writing to the Field Service Supervisor.

The Field Service Technician on duty must be available and able to work.

Company will provide an email contact list to employees on call.

ARTICLE 12 - VACATIONS WITH PAY

- 12.01 **All employees will be granted vacation upon date of hire and annually on January 1st of each year thereafter.**
- 12.02 **Upon hiring, employees will receive vacation entitlement of two (2) weeks' vacation, pro-rated based on time to be worked in the current year, with pay at a time convenient to the Company and shall receive as vacation pay an amount equivalent to vacation time at the employee's current hourly rate, or four percent (4%) of earnings, whichever is greater.**
- 12.03 **All employees who have been steadily employed by the Company for less than five (5) years prior to January 1st in any year, shall be entitled to two (2) weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay an amount equivalent to two (2) weeks' pay the employee hourly rate or four percent (4%) of earnings, whichever is greater.**
- 12.04 **All employees who have been steadily employed by the Company for more than five (5) years, but less than ten (10) years prior to January 1st in any year, shall be entitled to three (3) weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay an**

amount equivalent to three (3) weeks' pay the employee hourly rate or six percent (6%) of earnings, whichever is greater.

- 12.05 All employees who have been steadily employed by the Company for more than ten (10) years but less than twenty (20) years prior to January 1st in any year, shall be entitled to four (4) weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay an amount equivalent to four (4) weeks' pay the employee hourly rate or eight percent (8%) of earnings, whichever is greater.
- 12.06 All employees who have been steadily employed by the Company for more than twenty (20) years prior to January 1st in any year, shall be entitled to five (5) weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay an amount equivalent to five (5) weeks' pay the employee hourly rate or ten percent (10%) of earnings, whichever is greater.
- 12.07 In the year when an employees' service anniversary causes an increase in vacation entitlement, the increased entitlement will be granted on January 1st of the anniversary year, prorated from the anniversary to the end of the year.
- 12.08 An employee who has ceased to be employed by the Company will have their vacation pay and entitlement reconciled at the time of termination. Any vacation pay adjustment will be made on the employees' final pay check.
- 12.09 In computation of an employee's earnings for the purpose of vacation pay, any vacation pay paid by the Company to the employee shall be included.
- 12.10 Company and Union proposes mandatory full utilization of vacation. The Company and the Union will provide relief from this clause in emergency situations.
- 12.11 Vacation pay top-up will be paid out on the first pay of February.
- 12.12 An employee with greater than two (2) weeks vacation entitlement may take vacations in four (4) hour increments at at time or times convenient to the Company. The employee must take two (2) forty (40) hour blocks of entitlement in a calendar year. The employee may us up to a maximum of eighty (80) hours in four (4) hour increments per calendar year.

For the purpose of Article 12.12, if the Company shuts down its operations between Christmas and New Year's for a full week, that week will be considered as a vacation block.

ARTICLE 13 – PLANT HOLIDAYS

- 13.01 The following plant holidays, regardless of when they fall, will be granted with pay to all employees:

New Year's Day	Civic Holiday
Family Day	Good Friday
Labour Day	Victoria Day
Thanksgiving Day	Canada Day
Christmas Day	Boxing Day
Five (5) floating holidays	

Attached to this agreement as Schedule "C" is a listing of the dates upon which it is agreed the foregoing holidays will be celebrated during the life of this agreement.

In the case the Company requires employees to work on the days between Christmas Day and New Year's Day for business reasons it is agreed that no more employees than required will be obligated to work during such a day.

Payment for such holidays shall be based on the employees' regular hourly rate multiplied by the number of hours he would normally have worked on each day.

- 13.02 To be eligible for holiday pay, an employee must have worked his last full scheduled working day immediately preceding the holiday and his first full scheduled working day immediately following the holiday. Any employee on lay-off at the time a holiday falls, must have performed work for the Company within ten (10) days before or within ten (10) days after the holiday to be eligible for pay for such holiday.

An employee receiving Workers' Compensation or Company Weekly Disability benefits for either of the qualifying days shall be paid the difference between the statutory holiday pay and whatever benefit for that holiday he may receive from either source.

- 13.03 If an employee works on one (1) of the above named paid holidays, he will receive payment at double time for the time actually worked by him in addition to receiving his holiday pay. See 18.02.

- 13.04 At the beginning of each calendar year **five (5) floating holiday** days are credited. In February of each year, if the **floating holiday** has not been taken during the preceding year, the day or days will be forfeited. **Floating holiday** days are inclusive of the paid Personal Emergency Days provided under Employment Standards.

- 13.05 **Employees requesting time off between Christmas and New Year's shall submit such requests prior to November 1st. The Company will approve such requests based on seniority such that the minimum number of employees are available to fill anticipated work opportunities for the referenced time period. Requests submitted after November 1st will be approved on a first come, first served basis.**

ARTICLE 14 - SENIORITY

- 14.01 Fundamentally, seniority provisions are designed to provide an employee with an equitable measure of security based on length of service. Seniority, as referred to in this agreement, shall mean length of continuous service in the employ of the Company and shall be on a plant-wide basis.

- 14.02 An employee will be considered on probation for the first six (6) months and will have no seniority rights during that period. After six (6) months' service, his seniority shall date back to the day on which his employment began. The dismissal, lay-off or failure to recall after lay-off of a probationary employee shall be deemed to be for just cause.

In the event of an absence of **ten (10) days or longer, in the aggregate**, during the probation period the probation period shall be extended by the same amount of time.

14.03A The Company agrees that there shall be three (3) Seniority lists as follows:

- (a) SGV Group
- (b) Field and Shop Group
- (c) Service Group

Seniority lists will be revised each six (6) months; a copy of the lists will be posted in the plant. If an employee does not challenge the position of his name on his seniority list within the first ten (10) working days from the date his name first appears on the seniority list or, if absent from the plant at the time of posting, within the first five (5) working days after his return, then he shall be deemed to have proper seniority standing.

14.03B An employee may not bump into or out of the Service list.

14.04A Lay-offs will be by seniority within each Seniority list.

14.04B Recalls will be in reverse order.

14.05A In the event of a lay-off in the SGV group, the SGV technician with the least seniority will be permitted to bump the employee with the least seniority in the Field and/or Shop group.

14.05B In the event of a lay-off in the Field group, the Field technician with the least seniority will be permitted to bump the employee with the least seniority in the Shop or SGV group.

14.05C In the event of a lay-off in the Shop group, the Shop technician with the least seniority will be permitted to bump the employee with the least seniority in the Field or SGV group.

14.05D In order to exercise bumping rights, you must have greater seniority than the party you wish to displace.

14.05E An employee will be granted a demonstration period of ten (10) working days in order to demonstrate that he fulfills the skill and ability of the requirement of the new classification. It is agreed that such period may be prolonged by mutual agreement to assess such demonstration.

14.05F If this demonstration period is unsuccessful, the said lay-off will take effect.

14.05G An employee who successfully exercises bumping rights to avoid a lay-off must return to his original position when given notice of a recall.

14.06A Promotions to Field service, Trainer/TC, Senior Trainer T/C and Lead Hand positions will be made at the discretion of the Company, taking into account such matters as:

- 1) Department
- 2) Communication Skills (skill, competence, efficiency, ability and reliability)
- 3) Technical Skills

14.06B Where qualifications in 14.06A are relatively equal, seniority shall govern.

- 14.07 The Company will advise affected employees and the appropriate Union representatives of anticipated lay-off at least **four (4)** working days prior to the lay-off. The notice period will apply only to the original employees affected and not to subsequent employees utilizing the bumping procedure.
- 14.08 Seniority shall accumulate in the following circumstances only:
- (a) when off the payroll due to lay-off, sickness or accident;
 - (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the period of an authorized leave of absence;
 - (c) when absent on vacation or on plant holidays;
 - (d) when actually at work for the Company.
- 14.09 Seniority shall terminate and an employee shall cease to be employed by the Company when he:
- (a) voluntarily quits his employment or retires from the Company;
 - (b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) a trade employee is laid off for a period of two (2) years;
 - (d) a service employee is laid off for a period of five (5) years;
 - (e) fails to signify his intention to return to work within two (2) working days after being notified by the Company by registered mail following a layoff, and failure in fact to return to work within a further five (5) working days without reason satisfactory to the Company;
 - (f) fails to return to work upon the termination of the authorized leave of absence without reason satisfactory to the Company;
 - (g) accepts gainful employment while on a leave of absence without first obtaining the consent of the Company in writing.
- 14.10A An employee covered by this agreement who is transferred to a position outside of the bargaining unit that involves the exercise of supervisory authority over bargaining unit employees, shall be permitted to return to a bargaining unit position with seniority previously acquired if he returns within six (6) months of the transfer. In such circumstances, the Union and the Company agree to waive the job posting provisions of the Collective Agreement. However, no bargaining unit employee shall be displaced from his classification as a result of the move. After six (6) months, such employee may only return to the bargaining unit as a new hire.
- 14.10B An employee covered by this agreement who is transferred to a position outside of the bargaining unit, or that does not involve the exercise of supervisory authority over bargaining unit employees, shall be permitted to return to a bargaining unit position at any time with his seniority previously acquired. In such circumstances, the Company and the Union agree to waive the job posting provisions of the Collective Agreement. However, no bargaining unit employee shall be displaced from his classification as a result of the move.

- 14.11 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.
- 14.12 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested by the company, a certificate from a physician that he is fully recovered from his sickness which caused his absence. The company will reimburse the employee a maximum of \$50 per request.
- 14.13 In cases of lay-offs, the Chairperson of the Plant Committee and Stewards will not be laid off as long as there is work and as long as they are willing and qualified to perform it, regardless of seniority.
- 14.14 In the event of lay-off, at the employer's discretion, senior employees will be asked and may volunteer to accept temporary lay-off.

ARTICLE 15 - TEMPORARY TRANSFERS

- 15.01 Any employee who, for the convenience of the Company is temporarily transferred to another job classification in which the rate of pay is different from that in effect on such employee's regular job, shall be paid, while so employed, as follows:
 - (a) If the rate of pay for the job classification to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate of pay;
 - (b) If the rate of pay for the job classification to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay for the job to which he is temporarily transferred;
 - (c) An employee who temporarily transfers from the shop to SGV shall be paid at SGV level 1;
 - (d) An employee who temporarily transfers from the shop to the field or satellite operations shall be paid at the first wage rate above his current wage rate.
- 15.02 An employee who, for the convenience and benefit of the employee, is temporarily transferred to another job classification instead of being laid off due to lack of work, breakdown of machinery, or other like cause, shall be paid, while so employed as follows:
 - (a) if the rate of pay for the job classification to which he is transferred is less than the employee's regular rate of pay, he shall receive the lower rate paid on the job to which he is transferred;
 - (b) if the rate of pay for the job classification to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay except in job classifications where more than one level of competence is established in which case he will receive the first level of the job title to which he is assigned.
- 15.03A A temporary transfer made pursuant to Section 15.01 other than those made for the purpose of filling a job because of sickness, accident or a leave of absence, shall not exceed six (6) months.

- 15.03B All temporary transfer will be voluntary from top down, mandatory from bottom up as long as the employee has the skill and ability to perform the job.
- 15.04 The Company agrees, that it will not use temporary transfers to circumvent the job posting procedure as outlined in Article 19.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 The Company may grant leave of absence without pay and without loss of seniority to employees, retroactively when necessary, for legitimate personal reasons provided that this discretion shall not be used in an arbitrary manner after discussion with the employee, his immediate supervisor and manager.
- 16.02 The Company will grant leave of absence without pay to not more than three (3) employees to attend Union conventions and conferences for a period or periods not exceeding in the aggregate five (5) working days for any one (1) employee in any one (1) calendar year provided this shall not interfere with the efficient operation of the Company and further provided that the Company is requested in writing for such leave of absence at least two (2) weeks before such anticipated leave. The Company may grant an extension of the five (5) working days referred to under this clause provided such an extension does not unreasonably interfere with the efficient operation of the plant, and further provided that the Company is requested in writing for such extension at least two (2) weeks before such anticipated leave.
- 16.03 The Company agrees to abide by the Employment Standards Act for maternity, paternity and adoption leave of absence.
- 16.04 The employer agrees to pay Pension Continuation for employees when on union leave of absence. It is agreed that the local union will reimburse the employer for said payments.

ARTICLE 17 - BULLETIN BOARDS

- 17.01 The Company will allow officially signed Union bulletins to be posted on bulletin boards to be provided for the sole use of the Union **and/or emailed to bargaining unit members using the Company email system**, after such notices have been approved by the Manager, Employee Relations or his designate.

ARTICLE 18 - REPORTING PAY AND CALL-IN ALLOWANCE

- 18.01 An employee who reports in accordance with his assigned schedule shall be given a minimum of four (4) hours work, or if no work can be provided he shall be paid for four (4) hours at the applicable rate unless he has been previously notified by the Company not to report for the shift in question.

This provision shall not apply if the failure to receive notice was caused by the employee's absence on the previous day or if the failure to provide work is caused by reason of machinery breakdown, fire, flood, power failure or other causes beyond the control of the Company, or if it is due to absence of other employees in his Department.

- 18.02 An employee who was called into work having completed his regular shift and left the plant premises, or who is called into work on his scheduled day off, shall be paid at the appropriate rate for hours worked and shall be guaranteed a minimum of four (4) hours pay at his straight time hourly rate.
- 18.03 Call-in after 12:00 midnight will be treated as in Article 11.09(c)

ARTICLE 19 - JOB POSTING

- 19.01 All permanent vacancies in new classifications and in existing classifications shall be posted, including a rate of pay and classification, in the plant for a period of five (5) working days and any employee in the bargaining unit in a lower or equally rated classification may make application for such vacancy. In the filling of the vacancies, the Company shall not be limited to selecting employees who have made application, but the Company shall be subject to the same limitations as set forth in Articles 14.06A or 14.06B, whichever is applicable relating to cases of promotion. Nothing herein shall prevent the Company from hiring persons from outside the bargaining unit when no qualified employee applies. Any vacancy may be filled at the discretion of the Company on a temporary basis after prior consultation with the Plant Committee or a member thereof. In the event that an employee has been selected to fill such a permanent vacancy, then at any time within five (5) working days after being assigned to such vacancy he may elect to revert to his old classification, and if he does so then he shall be precluded from applying for any new vacancy for a period of six (6) calendar months.

Only the original vacancy shall be posted and all vacancies which may occur as a result of having filled the original vacancy shall be filled at the discretion of the Company.

It is agreed that the Company shall endeavor to interview all applicants within five (5) working days after the posting procedure is completed and that the name of the successful applicant, if any, shall be posted within a further five (5) working days. If no person is selected to fill the posting, then this result will also be posted. Applicants for job postings who are rejected must be given a reason or cause for rejection in writing.

Any permanent vacancy not filled within three (3) months that continues to exist shall be reposted.

The Local Union Committee shall be supplied with a copy of any correspondence defined in 19.01.

- 19.02 Employees will apply for job postings through either the Company's internal or external website. Employees will receive email confirmation that applications have been successfully received.

ARTICLE 20 - INJURY ON THE JOB

- 20.01 An employee injured at work shall be paid his occupational rate in full for the day of the accident if he is unable to resume work and does not receive pay from the Workplace Safety Insurance Board for this day.
- 20.02 The Company shall provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment required as a

result of an industrial accident or industrial disease which occurred in the course of employment with the Company.

- 20.03 It is agreed and understood between the parties that the Company shall not be responsible for the payment of such time and transportation which is compensated by the Workplace Safety Insurance Board.
- 20.04 When an employee is compensated by the Workplace Safety Insurance Board, the employer has to pay CWIPP contribution up to a maximum of twelve (12) months.

ARTICLE 21 - WORK LIMITATION

- 21.01 Employees not included in the bargaining unit shall not perform work normally assigned to employees included in the bargaining unit except under the following conditions:
 - (a) instruction or training of employees;
 - (b) in the performance of necessary work when difficulties or emergencies are encountered on the job;
 - (c) when it is necessary to meet emergency requirements to customers and normal direct labour is unavailable (after the Company has made reasonable effort to inform the regular employee that such work is available);
 - (d) where a job has to be performed outside of standard work hours which it is expected will require less than one (1) hour to complete. Similar jobs must not accumulate to more than one (1) hour per day.

ARTICLE 22 - JURY DUTY

- 22.01 Any employee who is required to serve on jury or who has been subpoenaed as a Crown witness shall be paid the difference between the amount paid for such service and his normal pay computed at his normal hourly rate for hours lost from work up to forty (40) hours in a week subject to the following provisions:
 - (a) Employees must notify the Employee Relations Department or his immediate supervisor, within one (1) working day after receipt of notice selection for Jury Duty or after having been subpoenaed as a Crown Witness.
 - (b) Any employee called for Jury Duty or having been subpoenaed as a Crown Witness and who is temporarily excused from attendance at Court, must report for work if a reasonable period of time remains to be worked in his shift.
 - (c) Employees selected for Jury Duty or who have been subpoenaed as a Crown Witnesses and who are on other than the day shift, shall be assigned to the day shift for those days they are required to serve as jurors, or serve in the capacity of Crown witnesses.

In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served, and the amount of pay received.

ARTICLE 23 - BEREAVEMENT PAY

- 23.01 The Company agrees that in the event of a death of a member of an employee's family, it will grant three (3) days' leave of absence with pay at the employee's straight time hourly rate. The term "family" means brother or sister, parent-in-law, stepbrother, stepsister, grandparent and grandchild.
- 23.02 The Company agrees that in the event of a death of a member of an employee's immediate family, it will grant five (5) working days' leave of absence with pay at the employee's straight time hourly rate. The term "immediate family" means Spouse, parent, child and stepchild.

ARTICLE 24 - REST AND WASH-UP PERIODS

- 24.01 The Company will allow a period of five (5) minutes for the purpose of washing up, putting away tools prior to the end of the first half ($\frac{1}{2}$) and last half ($\frac{1}{2}$) of each shift.
- 24.02 There shall be one ten (10) minute rest period in the first half ($\frac{1}{2}$) of each shift and one ten (10) minute rest period in the second half ($\frac{1}{2}$) of each shift. The time the rest periods are to be taken is to be determined by management, but so that they will be approximately in the middle of each shift.

ARTICLE 25 - BENEFITS

- 25.01 Schedule "B" hereto headed Benefits is hereby made part of this agreement.

ARTICLE 26 - COST OF LIVING ALLOWANCE

- 26.01 Schedule "D" hereto headed Cost of Living Allowance is hereby made a part of this agreement.

ARTICLE 27 - UNION CONTRIBUTIONS

- 27.01 The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours for the purpose of providing PEL. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor Canada and sent by the Company to the following address:

**Unifor Paid Education Leave,
115 Gordon Baker Road,
Toronto, Ontario
M2H 0A8**

The Company further agrees that up to two (2) members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first days of leave. The Union will endeavor to submit leave requests a minimum of fourteen (14) days prior to the requested leave, and such requests shall not be unreasonably denied by the Company.

- 27.02 The Company agrees to contribute one cent (\$0.01) per hour, per employee for all compensated hours for the purpose of contributing to Unifor Canada Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and International non partisan, non governmental relief and development organizations. Such monies are to be paid on a quarterly basis into a fund established by its Board of Directors and sent by the Company to the following address:

**Unifor Social Justice Fund
115 Gordon Baker Road,
Toronto, Ontario
M2H 0A8**

ARTICLE 28 - HEALTH AND SAFETY

- 28.01 A Safety Committee to include representatives of the bargaining unit and representatives of management will be constituted and operate under provisions of the Occupational Health & Safety Act.

- 28.01A Employer shall comply in a timely manner with Occupational Health and Safety Act, its regulations, codes of practice and guidelines, and all relevant environmental laws, regulations, codes and practices and guidelines in effect on June 1, 1995.

- 28.02 The Company will contribute towards the cost of safety shoes for each employee to the total of **\$190.00** per year over the term of the contract.

In addition, a further allowance toward a second pair of safety shoes will be provided in those areas the Company considers necessary.

- 28.03 Any employee who has been incapacitated at his work by injury or compensatable occupational disease while employed by the Company, or suffers a physical or mental disability as defined by his physician, and confirmed by the Company physician, and such disability restricts him in the performance in the work of his normal classification will be employed in other work on a job that is operating in the plant which he can do without regard to any seniority provisions of this Collective Agreement, except that such employee may not displace an employee with longer seniority. The above exceptions shall be made by agreement between the Company and the Bargaining Committee.

- 28.04 Employees will be permitted to observe a one (1) minute silence on April 28th of each year at 11:00 a.m. This one minute silence is to honour the memory of those workers who have died or been injured on the job.

- 28.04B Employees will be allowed to observe one (1) minute of silence on December 6, in recognition of National Day of Commemoration and Action to End Violence against Women.

- 28.05 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and Union have a strong interest in encouraging early treatment and assisting employees toward full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. The Company will promote assistance as defined in the benefits portion of this agreement.

The Company will continue to provide normal benefit coverage while under a medically prescribed course of treatment as defined in the benefits portion of this agreement.

- 28.06 The Company will supply safety eyewear for those involved in activities that require the use of such protection. This shall include prescription type eyewear with sideshields and Company approved frames. These shall be replaced on an as required basis from a supplier approved by the employer with approval of the employee's direct supervisor.
- 28.07 Right to refuse unsafe work. The Company and the Union agree to respect the Right to refuse unsafe work under the Ontario Occupational Health and Safety Act and Regulations for Industrial Establishments R.S.O. 1990. The Company and the Union also agree to let the appropriate Government Authority maintain the jurisdiction in the application of the above. No arbitrator nominated as per the collective agreement shall have any jurisdiction over this section.

ARTICLE 29 - NEGOTIATING COMMITTEE

- 29.01 Prior to the expiry date of the Collective Agreement, and for the thirty (30) calendar days following the expiry date, **a maximum of three (3)** members of the Bargaining Committee will be compensated for the time spent during regular working hours in negotiating with the Company representatives for renewal of the Collective Agreement. If the parties meet for part of a day, the Bargaining Committee shall be compensated for the full day. The Company will pay the cost of a meeting room during Collective Agreement renewal negotiations.

ARTICLE 30 - APPRENTICESHIP

- 30.01 The employer agrees to provide an appropriate test within thirty (30) days of apprentices hours being completed.

The equivalency test may consist of written, multiple choice, verbal and practical. On the test a grade of 70% shall be considered a passing Grade. In the event of unsatisfactory results, the above test may be re-written after six (6) months. All tests will be reviewed by the training department with the employee to promote "future positive development".

- 30.02 The rate of pay for Apprentice Service Technicians shall be based on hours of work completed within the specified trade (Powered Lift Truck) or the equivalent based on experience. Advancement will be based on hours worked from the defined start position at the Company. After completing the required hours for the apprenticeship the apprentice will remain at **90%** of Shop Service Technician Level 1 wage until the 282E Certificate of Qualification is achieved. For clarification purposes the Apprentice will remain as such until the successful completion of all required tests by Government authorities. Cases where this training/testing process is unavailable will be dealt with on a case by case basis, using article

30.04B, with the intent not to negatively impact the apprentice's ability to progress to the next level.

Rate of pay for apprentices shall be based on Shop Service Technician Level 1 rate for calculations. Rate of pay for apprentices **are as follows:**

Apprentice Level 1	70% of Shop Service Technician Level 1 rate
Apprentice Level 2	77% of Shop Service Technician Level 1 rate
Apprentice Level 3	84% of Shop Service Technician Level 1 rate
Apprentice Level 4	90% of Shop Service Technician Level 1 rate

Progression between levels will be based on successful completion of applicable courses, acceptable annual performance review, and 2,000 hrs work experience at each level.

Expectation is that apprentice will have approximately 8,000 hrs work experience at time they write for Journeyman status.

30.03 As a condition of employment, the Company requires all apprentices to register in the 282E Powered Lift Truck Technician program and obtain their certification through the appropriate government agency.

30.04A A schedule of training will be attached and form part of the Collective Agreement.

30.04B Apprentice Training will be reviewed semi-annually by committee; committee will be : Trainer, Trainee, Supervisor and Union representative, if requested.

ARTICLE 31 - TERMINATION

31.01 This agreement shall remain in force until the 7th day of February **2025** and shall continue in force from year to year thereafter unless not more than ninety (90) days, and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination thereof, or proposed revision of this agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED at Concord, this 17nd day of **March, 2022.**

FOR THE COMPANY

Alan Smith
Connor Casciato

FOR THE UNION

Shayne Fields
John Turner
Dwight Brown
Piero Zappia
Mark Connarty

SCHEDULE "A" - WAGES AND CLASSIFICATIONS

Job Title	8-Feb-22			8-Feb-23			8-Feb-24		
	Wage	Adj-CWIPP \$2.02	Adj-DC	Wage	Adj-CWIPP \$2.02	Adj-DC	Wage	Adj-CWIPP \$2.02	Adj-DC
Service Group Level 1	\$23.19*			\$23.54*			\$23.89*		
Service Group Level 2	\$24.78*			\$25.15*			\$25.53*		
Shop Service Tech Level 1	\$30.48	\$0.67	\$1.11	\$31.24	\$0.91	\$1.30	\$32.02	\$1.16	\$1.50
Shop Service Tech Level 2	\$32.65	\$0.85	\$1.18	\$33.47	\$1.09	\$1.37	\$34.31	\$1.35	\$1.58
Shop Service Tech Level 3	\$34.86	\$1.05	\$1.26	\$35.73	\$1.31	\$1.47	\$36.62	\$1.60	\$1.70
Shop Service Tech Level 4	\$37.06	\$1.24	\$1.34	\$37.99	\$1.52	\$1.56	\$38.94	\$1.82	\$1.80
Field Service Tech Level 1	\$32.74	\$0.87	\$1.19	\$33.56	\$1.12	\$1.39	\$34.40	\$1.38	\$1.60
Field Service Tech Level 2	\$34.98	\$1.06	\$1.27	\$35.85	\$1.34	\$1.49	\$36.75	\$1.61	\$1.71
Field Service Tech Level 3	\$37.38	\$1.27	\$1.35	\$38.31	\$1.55	\$1.58	\$39.27	\$1.85	\$1.82
Field Service Tech Level 4	\$39.76	\$1.49	\$1.45	\$40.75	\$1.80	\$1.70	\$41.77	\$2.02	\$1.86
SGV Level 1	\$39.76	\$1.49	\$1.45	\$40.75	\$1.80	\$1.70	\$41.77	\$2.02	\$1.86
SGV Level 2	\$40.66	\$1.57	\$1.48	\$41.68	\$1.87	\$1.72	\$42.72	\$2.02	\$1.81
SGV Level 3**	\$40.66	\$1.57	\$1.48	\$41.68	\$1.87	\$1.72	\$42.72	\$2.02	\$1.81
Trainer/TC	\$40.66	\$1.57	\$1.48	\$41.68	\$1.87	\$1.72	\$42.72	\$2.02	\$1.81
Senior Trainer/TC**	\$40.66	\$1.57	\$1.48	\$41.68	\$1.87	\$1.72	\$42.72	\$2.02	\$1.81
Battery Mtce Tech Level 1	\$25.81	\$0.26	\$0.94	\$26.46	\$0.45	\$1.09	\$27.12	\$0.66	\$1.26
Battery Mtce Tech Level 2	\$28.91	\$0.53	\$1.05	\$29.63	\$0.75	\$1.23	\$30.37	\$0.99	\$1.42

* Service Group wage for employees hired after March 20, 2022

** Leadhand premium \$1.00/hour

Notes:

1. All incumbents grandfathered in the Service Group Level 4 classification will receive a wage adjustment of 1.0% effective February 8, 2022, 1.0% effective February 8, 2023 and 1.0% effective February 8, 2024.
2. All incumbents classified within the Service Group hired on or after February 8, 2018 and before March 20, 2022 will receive a wage adjustment of 1.0% effective February 8, 2022, 1.0% effective February 8, 2023 and 1.0% effective February 8, 2024.

SCHEDULE "B" BENEFITS

The Union and the Company agree to a single carrier to be determined by the Company. Benefits will be maintained as per current benefits with Greenshield policy number 5349 and will incorporate the mutually agreed changes.

1. The Company agrees to pay for the term of this agreement, the cost of the premiums for a weekly indemnity insurance plan with weekly benefits equivalent to 60% of the employees weekly earnings at regular hourly rate for a period of fifty-two (52) weeks, effective February 8, 2012 payable on the first day of disability resulting from non-occupational accidents and on the fourth day of disability resulting from sickness.
2. The Company agrees to provide a group life insurance plan with a benefit of one and a half (1.5) times employee's regular annual wage (\$40,000 minimum), life insurance for each employee, plus \$10,000 benefit for spouse and \$5,000 benefit for each dependent child up to the age of 18, and the Company agrees to pay the premiums for such life insurance. This benefit shall remain in effect throughout the duration of the agreement.
3. The Company agrees to pay for the term of this agreement, the cost of the premium for a major medical and drug plan to include a prescription drug plan based on a three (3) dollar deductible per prescription. It is agreed that this coverage will include; \$9 cap for dispensing fees and shall exclude over the counter prescribed medication. The company will provide coverage for generic medications at 100% and brand name medications at 100% where no generic is available or no substitution is specified by the prescribing practitioner. Where generic medication is available but the employee requests brand name medication reimbursement will be limited to the cost of the generic equivalent.

Paramedical services coverages will be as follow:

Acupuncturist	\$500/year
Chiropractor	\$500/year
Massage therapist	\$500/year
Physiotherapist	\$500/year
Psychologist	\$20/visit, max. \$200
Speech therapist	\$200/year

All other eligible services 100%

The major medical will include out of province and out of country coverage, – referral services at 90% and Private-duty nursing at 100% subject to a yearly maximum of \$15,000. The Company agrees to add Orthotic and alternative treatment method coverage to an annual limit of \$500.00 per practitioner.

- 4.01 The Company agrees to continue to pay the premium cost for the existing dental plan, which provides basic dental care and specified restorative services equivalent to Greenshield Dental Plan 13. The Company also agrees that benefit payments shall be in accordance with the Ontario Dental Association Schedule of Fees in effect as of January, for each year of the agreement.
- 4.02 It is agreed that the Company will provide Orthodontic coverage at 50% reimbursement to a lifetime maximum of \$1,500 per child to age 17.
- 4.03 The Company agrees, for an active permanent (forty (40) hours per week) employee working after age 65, to provide a group life insurance of \$10,000.
5. The Company agrees to pay the cost of cleaning of coveralls.

6. The daily meal allowance to employees when applicable and supported by official receipts with dates consistent with eligibility, to a daily maximum of \$60.00 (including tax). Allowance will be paid in Canadian dollars or U.S. equivalent.
- 7.01 It is agreed that effective as of February 8, 2018 for employees hired prior to February 8, 2018 the Company will contribute a total of four dollars and four cents (\$4.04) per hour to the Canada Wide Industrial Pension Plan. For employees hired after February 8, 2018, the employer will contribute two dollars and two cents (\$2.02) per hour to the Canada Wide Industrial Pension Plan.

The Company CWIPP contributions where applicable will be calculated on basic weekly hours only and not overtime hours.

Notwithstanding the above, employees hired on or after March 21, 2022 will be enrolled in the Toromont Industries Ltd. Pension Plan. Employee contributions to the Toromont Industries Ltd. Pension Plan are mandatory. Employees are required to contribute 5% of regular earnings each pay period. The Company will contribute an amount equal to the amount the employee contributes. All contributions are subject to existing or future limitations imposed by the Canada Customs and Revenue Agency (CCRA), or any other government authority.

Employees enrolled in the Canada Wide Industrial Pension Plan (CWIPP) may elect to transfer at any time, to the existing CWIPP plan at the lower contribution rate (\$2.02 per hour) or to the Toromont Industries Ltd. Pension Plan, subject to any existing or future government authority regulations regarding such transfer, and receive any applicable pension adjustment associated with the selected plan as specified elsewhere in this agreement.

- 8.01 The Company agrees to provide parkas, rain suits and gloves for bargaining unit employees when they are required to work outside.
- 8.02 The company agrees to provide three (3) insulated coveralls upon request to field service technician only.
9. The Company agrees to pay the premium cost of a Vision Plan to provide for prescription glasses per family member every two (2) years to the total amount of \$300.00, including eye exam coverage, laser surgery and deductible of \$7.50.
10. The Company will continue to pay the premium cost for an extended disability plan. The benefit provided will be \$2,200 per month.
11. The company will continue administrative support for payroll deductions to the **Sun Life** group RRSP.
12. All benefits will be inclusive of C.P.P. benefits, E.I. benefits etc. Benefits to end at age sixty-five (65) **except for Life Insurance as per Schedule B item 4.03 and those benefits defined in Schedule B, item #14.**
13. The company will reimburse employees for the \$150 cost of writing the 282E Powered Lift Truck Technician exam upon successful completion of the exam.
14. **The Company agrees to continue to pay the premium costs of the Major Medical and Drug Plan including Extended Health benefits, as defined in paragraph 3 of Schedule "B" of this agreement for employees who are age 65 or older, on the following terms and conditions for eligibility and entitlement:**

(a) Eligibility and entitlement will be on the same terms and conditions as for employees under age 65, and as set out in this agreement in paragraph 3 of Schedule “B”, save and except:

(i) Out-of-Country coverage will not be provided.

(ii) Drug Plan coverage will only be extended to cover any claims for prescription drugs that are not covered by the Ontario Drug Benefit Program (“ODB”). Reimbursement of any such claim amount not covered by the ODB must be accompanied by satisfactory proof of application for reimbursement under the ODB and proof of the amount of reimbursement received pursuant to the ODB. Further, claims for such excess reimbursement not covered by the ODB will be subject to the other terms and conditions for reimbursement set out in paragraph 3 of Schedule “B” of this agreement.

(b) The Company agrees to continue to pay the premium costs of the Dental Plan including Orthodontic and Major Restorative, as defined in paragraphs 4.01 and 4.02 of Schedule “B” of this agreement, for employees who are age 65 or older, on the same terms and conditions with respect to eligibility and entitlement as for employees under age 65, and as set out in paragraph 4 of Schedule “B” of this agreement. By way of clarification, any lifetime maximum will continue to include all amounts with respect to utilization before reaching age 65.

(c) The Company agrees to continue to pay the premium costs of a Vision Plan to provide up to \$300.00 for eye exams, prescription glasses and/or laser eye surgery, per family member every two (2) years with a deductible of \$7.50. For purposes of clarification, the \$300.00 maximum applicable every two (2) years will include any amounts claimed and reimbursed in that two (2) year period before an employee reached the age of 65.

15. Employees are eligible to enroll in the Employee Share Purchase Plan and be subject to the Plan regulations.

SCHEDULE "C" - PLANT HOLIDAYS

	2022	2023	2024	2025
New Year'sDay		Jan. 2	Jan. 1	Jan. 1
Family Day	Feb. 21	Feb. 20	Feb. 19	
Good Friday	Apr. 15	Apr. 7	Mar. 29	
Victoria Day	May 23	May 22	May 20	
Canada Day	Jul. 1	Jul. 3	Jul. 1	
Civic Day Holiday	Aug. 1	Aug. 7	Aug. 5	
Labour Day	Sep. 5	Sep. 4	Sep. 2	
Thanksgiving Day	Oct. 10	Oct. 9	Oct. 14	
Christmas Day	Dec. 26	Dec. 25	Dec. 25	
Boxing Day	Dec. 27	Dec. 26	Dec. 26	

Any errors in projected dates will be adjusted to meet Canadian Calendar guidelines.

Should Canada Day be generally celebrated by the Company's customers and suppliers on a date different from that shown above, this schedule shall be amended accordingly to conform with such scheduling.

SCHEDULE "D" - COST OF LIVING ALLOWANCE

SCHEDULE "D" COST OF LIVING ALLOWANCE

Unless otherwise specified below, effective on February 8th, 2015, the Company agrees to pay a cost of living allowance of one cent (\$0.01) per hour worked for each .0736 increase in the Consumer Price Index (Canada All Items 1992 = 100). The first payment effective February 8, 2015 will be based on the increase in Consumer Price Index from September 2014 figure to the figure for December 2014 and will be adjusted quarterly thereafter.

If this latest CPI is above August 2014 (149.8) actual reference CPI this new CPI becomes the new reference for the following calculation and thereafter.
Calculation will not include the portion below any reference CPI.

It is agreed that this allowance will be paid as an add on to all paid hours including paid time off, except as provided for in Schedule "B", Section 7.01.

It is agreed that the cost of living allowance shall be folded in unless specified below and become part of the general wage rates on February 8, 2018. The COLA fold-in will be applied to the wage rates before the addition of general wage increases which are effective February 8, 2018.

The cost of living allowance for the life of the contract will be capped as follows:

Year **2022**: COLA will remain at zero

Year **2023**: COLA will remain at zero

Year **2024**: COLA will remain at zero

LETTERS OF UNDERSTANDING

Toromont Material Handling Inc.
Hereinafter designated as the "Company"

OF THE FIRST PART:

- and -

Unifor Canada
and its Local 112
hereinafter designated as the "Union"

OF THE SECOND PART.

1. These letters of understanding shall be attached to and form part of the Collective Agreement made and entered into on this date between the Company and the Union.
2. The Company will replace for equal quality the tools of any employee which are broken or stolen while on Company business, provided they were not broken or stolen through personal neglect or carelessness on the part of that employee.

Tools required for the Powered Lift Truck Technician Trade that have manufacturer's warranty will be returned by the Technician for replacement. In case the manufacturer refuses to replace the tool or doesn't replace it with an equivalent tool, the situation will be handled by the Company. Manufacturer/supplier with no point of service in the province of Ontario will be attributed to the Company. Broken tools will not be returned to the employee after replacement.

Any current toolbox requiring replacement will be replaced with a toolbox to be determined by the Company. Effective at the date of ratification any new toolbox will have a maximum replacement value of \$700.

It is also understood that each case will be treated individually by the employee's supervisor and at the discretion of that supervisor.

3. The Company agrees that in cases where there is a question if an illness or injury is work related or not work related, the employee may file for weekly indemnity benefits while waiting for a decision from Workers Compensation Board provided the appropriate forms are completed as requested by the carrier including those in reference to assignment of any Workers Compensation benefits that may be paid out. The entitlement for weekly indemnity is only dependent on normal eligibility provisions for weekly indemnity.

Provided the insurance carrier agrees, the Company shall not oppose the Union Plant Chairperson having access to the insurance carrier concerning sickness and accident disputes.

4. If the insurance carrier is unable to fulfill the fourteen (14) calendar days payment requirement, the Company will advance the amount as per the claim and the employee, having signed a waiver, will reimburse the Company by payroll deduction in the amount of \$100.00 minimum per pay or within 6 months whichever is faster once he is able to return to full-time work. The fourteen (14) days requirement begins at the time the employee submits the completed claims form to the employer.

If employment ends, the Company will withhold all outstanding balances from the employees' final pay.

When an eligibility dispute arises, the Union and the Company agree to select a third-party Doctor from a pre-approved pool. The third-party Doctor will examine the case and report. The decision of the third-party will be binding on all parties. Every effort will be made to ensure medical confidentiality.

5. The Company and Union recognize the distinction between Operator Trainer and Trainer/TC and Senior Trainer/TC.

The positions of Trainer/TC and Senior Trainer/TC were originally included under the scope of the collective bargaining agreement with the intent and understanding these roles would provide technical training only, reporting to and supported by Service Operations Management.

The Operator Trainer is a corporately supported Product Support Marketing function operating as a separate business unit servicing the full branch network, and reports to the Parts and Service Marketing Manager. As a member of the sales staff, prospecting, sales quote preparation and presentation, forecasting, budgeting and business plan development are the responsibility of the operator trainer. As such this position is not covered under the scope of this Collective Agreement.

It is further agreed that only qualified unionized Toromont Material Handling Inc. instructors may provide operator training to Toromont Material Handling Inc.'s unionized employees.

6. If the Company is responsible for an error exceeding two (2) hours of pay in payroll processing, the Company will resolve within seventy-two (72) hours. All errors of two (2) hours or less will be applied to the next pay period.

7. Racial Justice Advocate

- i. **In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate within the Millway Avenue facility.**
- ii. **A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.**
- iii. **The Unifor Local Union President is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.**
- iv. **A Racial Justice Advocate is a workplace representative who will assist and provide confidential support for Black, Indigenous and racialized workers whose role in the workplace will include:**
 - **Listening.**
 - **Tracking and reporting any incidences of racism and discrimination to management and relevant Union staff including Unifor National Human Rights Director.**
 - **Providing support to Black, Indigenous and Racialized members with concerns related to racial discrimination and racial violence in the workplace.**
 - **Assisting with racial justice initiatives both inside (when requested) and outside the workplace.**
 - **Promoting access to community culturally appropriate services.**
 - **When requested, work with facility leadership to develop, implement and monitor an anti-racism action plan.**
 - **Networking with allied organizations and local community partners.**
- v. **The right of the Advocate to leave their work without loss of basic pay to attend to their duties in this role, is granted on the following conditions:**

- a. The time shall be devoted to the prompt handling of necessary business.
 - b. The Advocate shall obtain the permission of their supervisor before leaving his/her work. Such permission shall not be unreasonably withheld.
 - c. The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the Advocate is employed.
- vi. Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the union, if in agreement, will submit a leave of absence request for approval by the Company and such approval shall not be unreasonably withheld.
 - vii. When requested, the Company will provide access to a private meeting space in order for the Advocate to meet with employees confidentially.
 - viii. The Company and the Union will develop appropriate communications to inform all Black, Indigenous and racialized union members of the role of the Racial Justice Advocate and information on how to contact them.
 - ix. The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union.

8. Banked Time Program

- 1. Employees covered by this agreement who wish to participate in this program will be required to enroll in the banked time program by completing an enrolment form and forwarding to their Payroll department.
- 2. Once enrolled employees will be able to elect to deposit and withdraw overtime hours from their bank at any time subject to the terms of the program.
- 3. Banked overtime will be deposited as equivalent regular time hours (ie: 1 hr of overtime is banked as 1.5 regular hours, 1 hr of double time is banked as 2 regular hours).
- 4. Employees will not be allowed to have more than 80 hours in their bank at any time.
- 5. Banked time off requests and banked time withdrawals will be done by the employee through the HR system.
- 6. Time off and withdrawals will be requested as hours and will be paid on the employee's regularly scheduled paycheck. Banked time hours are paid at the employees' average bank hourly rate.
- 7. The current hours and dollar value of the overtime bank will be printed on each regular paycheck stub.
- 8. Employees will be permitted to take a maximum of forty (40) hours of scheduled banked time off in any calendar year, subject to the following:
 - i. All vacation time must be taken or scheduled before banked time can be used, except for those instances where banked time is being used to supplement occasional losses in basic pay due to medical appointments, sick days, etc.

- ii. **Banked time used to supplement occasional losses in basic pay will not be included as part of the maximum of forty (40) hours per calendar year.**
- 9. **Banked time is not to be considered as a guarantee of equivalent time off work. The ability to grant banked time off is subject to local management discretion taking into account the needs of the business.**
- 10. **Banked time may not be carried over from one year to the next. All banked time will automatically be paid to employees in January of each year.**

LETTER OF UNDERSTANDING
HEALTH AND SAFETY

Toromont Material Handling Inc.
Hereinafter designated as the "Company"

OF THE FIRST PART:

- and -

Unifor Canada and its
Local 112
hereinafter designated as the "Union"

OF THE SECOND PART.

The Company and the Union agree to reach zero accidents in the workplace. Therefore, the following items will be put in place.

- a) Accident and Incident investigation procedure :
 - The JHSC shall establish procedures for analysis and investigation of workplace accidents and incidences. Copies of investigation reports will be provided to the JHSC.
 - Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. However, for injury or near-miss occurring outside the Concord facilities they will be analyzed through the investigation report at the JHSC meeting. As well as incidents involving releases of hazardous substances to the air, land or water systems must be investigated.
- b) Workplace inspections :
 - The Company agrees to conduct regular workplace inspections. Copies of the inspection reports will be provided to the JHSC.
- c) Information training sessions
- d) Proper reporting of accidents and incidents :
 - The Company in consultation with the JHSC shall establish procedures for the reporting of accidents and incidents.
- e) Defined roles and responsibilities related to the Union JHSC co-chair :
 - The Union will have an active role and participation in the Joint Health and Safety Committee (JHSC) as per the letter of understanding that pertain to the Collective Agreement.
 - The Company acknowledges the fact that the Union co-chair of the committee has the duty to:
 - ▶ Be present and participate fully in the investigation of accidents and hazards in the workplace.
 - ▶ Participate in and have input into the safety information sessions (health and safety themes).

- ▶ Be present and have input into the introduction of new chemicals, tooling and related processes.
- ▶ Be present and have input into the approval and selection of any safety equipment or PPE (Personal Protective Equipment) being used by the workers.

The Joint Health and Safety Committee is to conduct workplace inspections at the Concord facilities and hold JHSC meetings once a month and it is to determine its own operating procedures. Once these procedures have been set out by the JHSC they will become a part of this letter of understanding for the life of this Collective Agreement.

f) Adequate and appropriate Health and Safety training :

- The Company and the Union agree that the foundation of accident and incident prevention is education.
- The JHSC and the Company shall by mutual agreement establish training programs for the workers not already provided by the scope of this agreement.
- All provisions of the agreement with respect to the development and delivery of the aforementioned training shall be adhered to.
- The parties agree but are not limited to the development and implementation of the following Health and Safety Training modules:
 - ▶ Manual material handling
 - ▶ New employee orientation program
 - ▶ Emergency procedures

The Company and the JHSC by mutual agreement will determine the content and duration of all Health and Safety training.

g) Joint Return To Work Committee (JRTWC) :

- The Company and the Union agree to establish a JRTWC comprised of at least one (1) member representing the Union (co-chair or alternate).
- The parties recognize that an early return to productive employment at the appropriate time can assist injured workers in achieving quicker rehabilitation and allow them to maintain their personal dignity and financial stability.
- The Union shall participate in all functions of the JRTWC.

Functions of JRTWC :

- Wherever possible, return injured workers to full employment at the appropriate time and in a manner which assists in their recovery.
- The JRTWC in consultation with the Company shall establish the return of work procedures. These procedures will make provisions for but are not limited to the following:
 - ▶ Physical demands analysis of workplace tasks
 - ▶ Review of all relevant data
 - ▶ Establish a return to work plan based on the information available
 - ▶ Ensure respect for medical confidentiality
 - ▶ Modified duties
 - ▶ Providing relevant information to JHSC.

The Company and the Union agree that the function of the committee is to assist injured workers in an early and safe return to productive employment in the workplace and implement the return to work.

- h) The Company requires employees to complete a Job **Safety** Hazard Assessment (**JSHA**) in the format prescribed on **an individual work order basis (or in accordance with established policies)** and whenever job hazards change. The purpose of this tool is to identify hazards and implement controls to minimize the risk from identified hazards.

This safety tool is not a disciplinary instrument. **Completion of the JHSA is mandatory.**

In order to reach the mutual goal of reaching zero accidents in the workplace, both parties agree that they will not limit themselves to the above items.

Letter of Understanding RTP

Retirement Transition Program

In order to i) retain and further engage our employees, ii) provide options for employees nearing retirement and, iii) provide opportunities to hire new workers, a reduced work week program will be made available on a volunteer basis as follows;

- a) Program is available to all bargaining unit employees,
- b) Individual employee entry into the program will be at the sole discretion of the Company, based on the operational needs of the business, employee skill set and requested work week,
- c) Nature of work to be performed by the employee will be related to work performed prior as determined by Management,
- d) Employees must be 60 years of age or older to participate,
- e) The work schedule can include full or partial working days and will be pre-arranged and determined between branch management and the employee,
- f) Employees will work a minimum of 24 hours per week, between Monday and Friday, and with a maximum of eight (8) hours per day between 6:00am and 5:30pm,
- g) Employee will not normally be considered for overtime work however, should the employee work overtime, the applicable overtime rate will be as per the Collective Agreement based on an employee on Shift 1.
- h) All overtime must be pre-approved by the employee's supervisor,
- i) Employee would remain eligible for all benefits, wages and provisions of collective agreement unless superseded by a specific item in this program,
- j) Statutory holiday pay to be calculated as per Employment Standards,
- k) Vacation pay will be calculated based on applicable percentage of wages,
- l) Employee is ineligible to apply for any posted job vacancies,
- m) Bereavement entitlement based on scheduled hours missed during entitlement specified in collective agreement,
- n) Employees who enter this program, must retire within 30 months, or earlier after providing the Company reasonable notice.

APPENDIX
SKILLED TRADES

1. The skilled trades covered by this Appendix are as follows. Any reference in the general agreement to the term "skilled trade" includes only employees classified in the listed trades. The skilled trades covered by this Appendix constitute those trades for which an apprenticeship is usually served, together with those classifications which form a part of an apprenticeable trade.

Shop and Field Group
SGV Group

2. The Company agrees to deduct Canadian Skilled Trades Council dues in the amount of one-half ($\frac{1}{2}$) hour pay per year upon receipt of individual authorization cards signed by the employee.
3. Advancement of apprentices: refer to the Company Policy on advancement of apprentices.
4. Skilled trade employees will receive, on average of twenty-four (24) hours of technical and Health and Safety training per year.