



COLLECTIVE AGREEMENT

BETWEEN

ANGUS FACILITIES MANAGEMENT LIMITED

(Hereinafter referred to as "the Employer")

AND

UNIFOR AND ITS LOCAL 112

(Hereinafter referred to as "the Union")

**DURATION: September 30, 2020 – September 30,
2023**

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENTS RIGHTS	2
ARTICLE 4 - UNION REPRESENTATION	3
ARTICLE 5 - NO STRIKES OR LOCKOUTS	5
ARTICLE 6 - EMPLOYMENT STATUS	6
ARTICLE 7 - CHECK OFF AND UNION MEMBERSHIP	8
ARTICLE 8 - WAGES AND RATES OF PAY	9
ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM	10
ARTICLE 10 - VACATIONS	11
ARTICLE 11 - HOLIDAYS	12
ARTICLE 12 - SICK LEAVE	13
ARTICLE 13 - LAYOFFS	15
ARTICLE 14 - SAFETY/CLOTHING ALLOWANCE	16
ARTICLE 15 - TOOLS & EQUIPMENT	17
ARTICLE 16 - REST PERIODS	17
ARTICLE 17 - BEREAVEMENT PAY AND LEAVES OF ABSENCE	17
ARTICLE 18 - GROUP RRSP	19
ARTICLE 19 - BENEFITS	20
ARTICLE 20 - GRIEVANCE PROCEDURE	23
ARTICLE 21 - ARBITRATION	25
ARTICLE 22 - DURATION	27
SCHEDULE "A" - WAGE RATES & CLASSIFICATIONS	28
LETTER OF AGREEMENT	29
LETTERS OF UNDERSTANDING	

ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees and to provide the machinery for the prompt disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

1.02 There shall be no discrimination by the Employer and its representatives, nor by the Union and its members against any employee, or member of management in accordance with the Ontario Human Rights Code. Additionally, the Employer shall not discriminate against an employee because of membership in the Union or activity authorized on behalf of the Union.

1.03 In this Agreement, words using the masculine gender shall be considered to include the female gender.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the employ of the Employer engaged to perform construction and maintenance work at 77 King Street West, 222 Bay Street, 66 Wellington Street West, 79 Wellington Street West, 95 Wellington Street West, 100 Wellington Street West, 155 Wellington Street West, 12 York Street, 15 York Street, 16 York Street, 200 Front Street West and 1090 Don Mills Road in the City of Toronto that is performed under the facility operations and maintenance services contract with Cadillac Fairview covering the above sites save and except supervisors, persons above the rank of supervisor, inventory and tools clerk, students employed during the school vacation break and/or coop placement periods, dispatch, special events coordinator, administrative, office and clerical staff.

ARTICLE 3 - MANAGER'S RIGHTS

3.01 The Employer shall have the undisputed right to take any action it deems appropriate in the management of the company and the direction of the work force. The Employer's rights include but are not limited to the following:

- a. The right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees who have passed their probationary period for just cause.
- b. The right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees, provided such actions are consistent with the further terms of this Agreement. The Employer agrees to advise the Union at the time the employee is informed or immediately thereafter of any changes to employee status, transfer into permanent job classifications, and including new hires.
- c. The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, without interference.
- d. The sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

e. The Union and the Employer recognize the reciprocal value of improving the productivity of the individual employee and undertake jointly and severally to promote and encourage such productivity. The Employer will institute measures or benchmarking key performance indicators to promote the productivity of the employees and continuous improvement.

f. Work normally performed by members of the bargaining unit will not be subcontracted out by the Employer if employees qualified to do the work must be laid off or discharged as the result of the Employer's subcontracting out of work.

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

a. The Union may appoint Stewards. Stewards are representatives of the employees.

b. Union Representatives are representatives of the employees for the purpose of ensuring the provisions of the collective agreement are followed.

4.02 The Union agrees to notify the Employer in writing of the names of its Stewards and such appointment shall not be effective and the Employer is not required to recognize the Stewards until such time as the Employer has received the notice in writing.

4.03 Stewards will not absent themselves from their work to deal with grievances or any other matter without first obtaining permission from the Employer. Permission will not be unreasonably withheld and the Employer will pay the Stewards at their straight-time hourly rates while

attending to such matters during their regularly scheduled hours of work.

4.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees.

A Union Representative may attend such meetings.

4.05 There shall be no Union activity during working hours on any work sites where employees covered by this Agreement are employed, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

4.06 Union Representatives shall have the right to periodically visit work sites where employees covered by this Agreement are employed without disrupting productivity, provided the Union Representative shall first identify himself to the manager or his designate and receive permission from the manager or his designate to conduct his visit.

4.07 The Union will select no more than three (3) employees to serve on the negotiating committee in a manner consistent with the Employer's need to ensure that the work sites are appropriately staffed. The Employer will pay up to three (3) employees on the negotiating committee at their straight-time hourly rates for their normal regularly scheduled hours while negotiating a collective agreement with the Employer, up to conciliation, whenever this takes place during the regular working hours of the employees concerned.

4.08 Time off without pay for other Union purposes should be granted as listed below:

a. Subject to the Employers business requirements, the Employer may grant time off without pay up to a maximum of fifteen (15) days for the

entire year to let a Steward attend other business of the Union during scheduled working hours.

b. Requests for time off without pay to attend to other business of the Union must be submitted in writing to the Steward's immediate Supervisor/Manager at least ten (10) working days prior to the date requested.

c. This time off should not affect their seniority.

d. The Employer shall pay the Steward, on behalf of the Union, at their base salary for all time off without pay to attend to other business of the Union. Any amount so paid by the Employer shall be billed to the Union, which shall remit that amount to the Employer within thirty (30) days of receipt of the bill.

4.09 Union Management Meetings:

a. Meetings between the authorized Bargaining Agents of the Union and the designated Representatives of the Employer shall be held as required, as otherwise mutually agreed. These meetings can be held every three (3) months and shall not discuss grievances or disciplinary matters, only matters of mutual concern.

Such meetings can be cancelled/postponed if no issues/agenda items are identified.

At least one week before the meeting, each side will send the other a complete agenda of issues to be discussed at the meeting.

b. At such meetings, the said Representatives of the Employer may be accompanied by not more than four (4) persons of their selection, and the authorized Bargaining Agents of the Union may be accompanied by no more than four (4) persons which includes the Local President

and/or the National Representative. The parties have the right to add no more than one (1) ad hoc member per meeting.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 It is understood and agreed that during the term of this Agreement, there will be no strike, concerted work stoppage, slowdowns, or other such activity which will interfere in any way with the operation of the Employer.

ARTICLE 6 - EMPLOYMENT STATUS

6.01 The suitability of candidates for employment is to be determined by the Employer at its sole discretion. Any decision by the Employer as to the suitability of a candidate for employment is not a difference between the parties which can be the subject of a grievance.

6.02 There shall be a probationary period for employees of four (4) months actually worked starting from the date on which they commence employment with the Employer. Wage rate as a probationary employee shall be 3% less than the straight-time hourly rate for their classification.

6.03 Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing dating from the date he commenced his current period of employment. The Employer may terminate a probationary employee at its discretion. Probationary employees will have no recourse to the grievance or arbitration procedure, unless such termination was discriminatory or made in bad faith.

6.04 Seniority shall mean an employee's length of continuous fulltime service with the Employer. An employee shall maintain seniority under the following conditions:

- a. while he is actively at work for the Employer after he has completed his probationary period; or
- b. during any period when he is prevented from performing his work for the Employer by reason of injury arising out of and in the course of his employment for the Employer and for which he is receiving compensation under the provisions of the Workplace Safety and Insurance Act ("WSIA"); or
- c. during an absence due to illness or disability (subject to Article 6.05 g.); or
- d. during the first thirty (30) days of any absence due to layoff or a granted written leave of absence.

6.05 Where an employee is on temporary layoff for purpose of attending trade school, his seniority standing upon return to active employment shall be deemed to be the same as if he had worked continuously for the period of lay off. An employee shall lose all seniority and his employment will be terminated for any of the following reasons:

- a. If the employee quits his employment.
- b. If the employee is discharged for just cause and such discharge is not reversed through the grievance and arbitration procedure.
- c. If the employee is laid off and fails to return to work within three (3) working days after being notified by phone, courier or registered mail by the Employer at his address on the records of the Employer, or fails to advise the Employer that he will report within seven (7) calendar days after receiving such notice; it shall be the employee's responsibility to keep the Employer notified as to any change of

address or telephone number so that the Employer's records will be up-to-date at all times.

d. If the employee retires.

e. If six (6) months have elapsed from the day of lay off.

f. If the employee is absent from work for more than two (2) scheduled working days without notifying the Employer and he is unable to provide an explanation satisfactory to the Employer.

g. If the employee is absent from work for more than twenty-four (24) months due to accident or illness which may be extended by mutual agreement. This provision is subject to the Human Rights Code.

h. The Employer agrees to supply on request, to the National Representative of Unifor or their designate, the names of all members of the Union working for the Employer.

i. The Employer will provide the Union with a copy of the Seniority List each quarter. This list will include the name of the employee, job title, net credit service, wage schedule and classification.

6.06 An employee's reinstatement after sick leave or injury will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered and is able to return to his duties. Where the duration of the absence exceeds ten (10) working days, the Employer may require that the employee submit to a medical examination by a doctor of the Employer's choosing. The Employer will pay the cost of the medical report whenever it makes the request and whenever such report is required under the collective agreement.

ARTICLE 7 - CHECK OFF AND UNION MEMBERSHIP

7.01 Subject to the provision of this Article, the Employer shall deduct an amount equivalent to regular Union dues from the pay of all employees in the bargaining unit.

The Employer shall cease making such deductions when an employee is assigned to a position not covered by the collective agreement with the Union, with the exception of employees who are assigned to an acting capacity or temporary position not covered by this agreement for three (3) months or less.

The Employer agrees that all regular Union dues shall be processed on a regular basis with deductions being made each pay period.

The amount of regular Union dues shall be such amount as may from time to time be certified to the Employer in a form approved by the Employer, by an officer of the Union.

As soon as possible after the end of each month the Employer shall remit to the treasurer of the Union by EFT the amount so deducted.

Regular Union dues means the dues established as Union dues payable and shall not include any initiation fee, insurance premium or special levy.

7.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

ARTICLE 8 - WAGES AND RATES OF PAY

8.01 a. Wage schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed by the employee.

b. Pay will be provided by automatic bank deposit to the financial institution of the employee's choice on a biweekly schedule on Fridays. If the pay day falls on a weekend or a statutory holiday, the pay day shall be the immediately preceding business day.

8.02 When the weather or circumstances beyond the Employer's control does not permit employees to start work at the regular starting time and the Supervisor/Manager decides to send the employees home, any employee who has reported for work will be compensated four (4) hours at his straight-time hourly rate, unless he was notified beforehand by the Employer not to report for work. Further, provided that if the Employer has alternate work to perform, he will do so.

8.03 If an employee is temporarily transferred to replace an employee in a lower paid job classification, his straight-time hourly rate shall not be reduced as a result of that temporary transfer. If an employee is temporarily transferred to replace an employee in a higher paid job classification, he shall receive the straight-time hourly rate of the higher paid job classification for the period of the temporary transfer.

ARTICLE 9 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

9.01 It is the Employer's right to schedule employees as it determines appropriate and this provision is intended to be a basis for calculating time worked and is not to be construed as a guarantee of hours to be worked in a week or day, the number of shifts an employee is scheduled in a week, or start and stopping times.

9.02 The Employer may reduce the number of hours of work in a week for business reasons or in order to avoid necessary layoffs. The Employer will advise the Union two (2) weeks in advance of reduced hours in a week and give the Union the opportunity to provide alternate solutions.

9.03 The Employer may schedule overtime according to business requirements. Whenever employees work in excess of their regularly scheduled shift, additional hours shall be paid at the rate of one and one-half (1.5) times the straight-time hourly rate. Hours worked in excess of eighty-eight (88) hours in a two (2) work week period shall be paid at the rate of one and one-half (1.5) times the straight-time hourly rate, as required by the Employment Standards Act, 2000.

9.04 Employees who do not hold a job classification with "24/7 Shift" will be eligible to receive \$0.70 per hour, in addition to their applicable straight-time hourly rate of pay for each hour worked on weekdays between the hours of 4:00 p.m. and 12:00 a.m., or on weekends from Saturday 12:00 a.m. to Sunday 11:59 p.m. It is further agreed that to qualify for the shift premium, employees must have 50% or more of their shift hours scheduled within the time period referenced in this Article.

9.05 There shall be no pyramiding or duplicating of any wages, premiums or benefits provided for in this Agreement. The employee shall receive the most beneficial premium or benefit.

ARTICLE 10 - VACATIONS

10.01 The vacation year is based on a calendar year, from January 1st to December 31st.

10.02 Employees with fewer than 10 years of seniority will be entitled to take 120 vacation hours per calendar year of vacation time. Employees with 10 or more years of seniority as of January 1st in the calendar year will be entitled to take 160 vacation hours per calendar year of vacation time. Employees with 15 or more years of seniority as of January 1st in the calendar year will be entitled to take 200 vacation hours per calendar year of vacation time.

As the Employer manages its vacations on a calendar year basis, employees will receive pro-rated vacation time for the first calendar year in which they are employed. Vacation time will be taken in the calendar year for which it was earned. Employees are required to use their accrued vacation time during the calendar year. There will be no carryover of vacation time from one calendar year to the next, and any remaining vacation time will be forfeited.

Once the vacation requests have been submitted and approved, if due to unforeseen circumstances beyond the control of the employee and the vacation schedule submitted by the employee has to be changed, the employee will provide reasons for such a change and the employer will use best efforts to accommodate such a change provided the operations is not jeopardized. The reason for denial will be communicated to the employee.

10.03 Employees who take vacation time will be paid vacation pay at their straight-time hourly rate. Such vacation pay will be paid by direct deposit on the employee's normal day of pay.

10.04 The employees will submit written requests for vacation by April 1st of the calendar year. Employees who have not submitted their request prior to April 1st will be assigned vacation dates by the Employer at its discretion, giving the employee a minimum of 3 weeks' notice. The Employer reserves the right to grant or deny vacation time based on the number of employees that the Employer determines are needed to staff the work sites and to meet business requirements. Disputes between employees with comparable skill sets requesting vacation time may be granted vacation based on seniority. Should employees have the same seniority; the Employer will draw names to decide which employee(s) can take the requested vacation. It is understood, however, that employees shall not be permitted to take more than two consecutive weeks of vacation at any one time unless

an exception is granted as determined by the Employer in its sole discretion.

10.05 It is the responsibility of the Employer to make the necessary arrangements to cover the employee's shift or shifts while on vacation.

10.06

An employee will continue to accrue paid vacation hours if absent from work due to Jury Duty. An employee who is absent from work due to a WSIB claim will continue to accrue unpaid vacation hours.

ARTICLE 11 – HOLIDAYS

11.01 The following are recognized statutory holidays.

- a. New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

An employee shall be paid eight (8) hours at his straight-time hourly rate for the statutory holidays listed above unless he fails, without reasonable cause, to work his last scheduled shift before the holiday, and his scheduled shift following the statutory holiday.

For employees normally scheduled to work a twelve (12) hour shift on a statutory holiday, but who are not required based on business requirements, will have the opportunity to work the hours not covered by the statutory holiday pay within 2 weeks preceding the statutory holiday. Furthermore, the four (4) hours will be paid at the straight-time hourly rate.

11.02 An employee who is required to or who agrees to work on a statutory holiday shall be paid at the rate of one and one-half (1.5) times the employee's straight-time hourly rate for all time worked on

the statutory holiday, with a minimum of four (4) hours pay at one and one-half (1.5) times the straight-time hourly rate for each statutory holiday on which the employee is required to or agrees to work. This is in addition to the statutory holiday pay that is paid in accordance with Article 11.01 of this Agreement and the Employer is not required to provide the employee with a day off in lieu of the statutory holiday.

11.03 When a statutory holiday falls during an employee's vacation or on a normally scheduled day off, it is agreed that with the payment of statutory holiday pay, the Employer is not required to provide the employee with a day off in lieu of the statutory holiday.

11.04 If any such statutory holiday falls on a Saturday or Sunday and another day is established by statute or decreed by the Employer for its observance, it shall be deemed to be the statutory holiday for the purpose of this agreement. Such observed statutory holidays will be shared with the employees no later than January 15th of each year.

ARTICLE 12 – SICK LEAVE

12.01 Sick leave hours are intended to be used for employee illness, medical appointment, and/or to care for illness within the employee's immediate family (spouse, dependents, parents or parents-in-law).

12.02 Employees will accrue 3.66 paid sick leave hours for each month or part month of employment, to a maximum of 44 paid sick leave hours per calendar year (January 1st to December 31st of each year) paid at the employee's straight-time hourly rate. Sick leave hours cannot be carried into the next calendar year and there is not payout of unused sick time.

12.03 Employees may use sick leave hours in advance of being accrued, not exceeding their maximum entitlement for the calendar year. An employee terminating employment with negative sick leave

hours' balance will have the amount owed deducted from their final pay.

12.04 Sick leave hours will be paid at the employee's straight-time hourly rate and shall be paid only for sick leave hours which occur when the employee would otherwise be regularly scheduled to work.

12.05 A regularly scheduled work day immediately preceding or following a statutory holiday or vacation day will not be allowed as sick leave unless the employee provides a medical note to support such absence.

12.06 Following forty-eight (48) consecutive hours of absence for illness, employees will be required to supply a medical certificate upon returning to work to their Supervisor/Manager. The Employer may, at any time, request a medical certificate for absences due to illness following forty-eight (48) consecutive hours.

12.07 Employees who are unable to come to work are to notify their Supervisor/Manager as soon as possible or at least one (1) hour prior to the start of the employee's start time or shift. Notification does not have to be given in writing; oral notice is sufficient. If calling afterhours, employees are to notify the on-call Supervisor/Manager. Employee must communicate with their Supervisor/Manager during their absence by providing an update on their progress towards recovery and as early as possible of their expected date of return to work. At the discretion of the Supervisor/Manager, the employee may be required to provide a medical certificate confirming the employee is able to return to work without limitations or, that the employee is able to return to work with the nature and duration of any work restrictions described.

12.08 Where a medical absence is known in advance (e.g., surgery), the employee must advise the Supervisor/Manager in advance of the medical absence.

ARTICLE 13 - LAYOFFS

13.01 The Employment Insurance ("EI") Record of Employment is submitted electronically to Service Canada following a termination, and a copy is sent to the employee by mail to his last known address within five days from the time of termination.

13.02 a. Whenever it is necessary to reduce the working staff, the Employer shall first ensure that there are no students performing work that is normally performed by members of the bargaining unit. Thereafter the Employer shall lay off any temporary employees and probationary employees in the job classification identified for layoff.

b. In the event it is necessary to reduce the working force further, the Employer will consider the knowledge, training, experience, skill and present ability of the individual to perform the required work and the efficiency of operations in determining which employee is to be laid off or recalled from lay off.

Where the above criteria are equal between employees, seniority will be the deciding factor.

c. The Employer agrees to inform the Union prior to advising any employee. The Employer will advise the Union in advance of a layoff and give the Union the opportunity to provide alternate solutions.

d. The employee will be provided with a copy of the EI Record of Employment form, and an electronic copy will be submitted to Service Canada within five (5) working days following the layoff.

e. Where an employee is to be laid off for purposes of attending government trade school in block release, the Employer will provide the employee with his EI records no later than the Friday prior to him commencing school. The employee must notify his

Supervisor/Manager at least two (2) weeks prior to attending trade school.

ARTICLE 14 - SAFETY/CLOTHING ALLOWANCE

14.01 The Employer shall provide working conditions at all times in accordance with the Occupational Health and Safety Act and OSHA regulations.

14.02 The Employer agrees to cooperate with the Union when safety and related courses are made available to employees.

14.03 The Employer will provide for use on the project sites: fall protection equipment, work gloves, hearing protection, eye protection and other specialized safety equipment if and when required.

14.04 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury or illness. All employees are required to read and abide by the Employer's safety policy. The Occupational Health and Safety Committee will be established in accordance with the Occupational Health and Safety Act and OSHA regulations.

14.05 Each employee must have and wear safety footwear. The Employer will determine whether boots or shoes fill this requirement. The Employer agrees to reimburse each employee up to one hundred and fifty dollars (\$150.00), inclusive of taxes, per 12-month period for the purchase of safety footwear. The employee is to be reimbursed upon presentation of receipt or will receive a voucher from the Employer to be used at a specific footwear supplier.

ARTICLE 15 - TOOLS & EQUIPMENT

15.01 The employees will be held responsible for all tools issued to them by the Employer. The Employer will replace those tools issued to the employees by the Employer on a case-by-case basis.

ARTICLE 16 - REST PERIODS

16.01 All employees shall receive an unpaid "meal break" of one-half (1/2) hour. The "meal break" will be scheduled by the Employer towards the midpoint of the employee's shift. The taking of the "meal break" may occur later in the employee's shift by mutual agreement.

16.02 For employees scheduled to work eight (8) hour shifts, two (2) fifteen (15) minute paid coffee breaks will be granted by the Employer and scheduled at the Employer's discretion.

16.03 For employees scheduled to work twelve (12) hour shifts, three (3) fifteen (15) minute paid coffee breaks will be granted by the Employer and scheduled at the Employers discretion.

ARTICLE 17 - BEREAVEMENT PAY AND LEAVES OF ABSENCE

17.01 The Employer shall pay an employee up to four (4) day's pay at the employee's straight-time hourly rate for all regular time lost in the event of the death of the employee's wife, husband, mother, father, grandparent, brother, sister, mother-in-law, father-in-law, son or daughter (including children of employee's spouse), or grandchild (including a spouse's grandchild).

The Employer shall pay an employee up to one day's pay at the employee's straight- time hourly rate for all regular time lost in the event of the death of the employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law and spouse's grandparent. Payment shall be

made only to the extent of time lost while making arrangements for and/or attending the funeral.

17.02 The Employer may grant a leave of absence of up to one (1) month without pay to employees for legitimate personal reasons. The employee must renew such a leave of absence request at the end of each month period. By mutual agreement, leaves may be granted for longer periods of time. Leaves of absence shall not be granted to an employee for the purpose of working elsewhere.

17.03 All requests for leave of absence must be made in writing, outlining the reason for the request and the expected date of return to work. If the reason for the request is a leave of absence necessitated by one's own medical condition, the employee need not disclose his medical diagnosis.

17.04 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it was granted.

17.05 The Employer shall grant a leave of absence of not more than ten (10) calendar days without pay, to not more than one (1) employee at any time (or such other number as may be agreed upon) to attend a Union conference, convention or other function. Such leave of absence must be requested by the Union by notice in writing at least fifteen (15) working days prior to the date of the employee's expected absence from work. The Employer based upon the requirements of operations will determine the extent to which such leaves of absence will be granted in any one year or at any one time. Such request will not be unreasonably denied.

17.06 The Employer shall pay an employee who has passed probation for each day spent on jury duty or crown witness duty, the difference between the employee's regular wages for a regular work week and

the amount of court fees received by the employees, for a maximum of two (2) weeks. The employee is required to provide proof of court attendance and of the amount paid by the court in order to receive reimbursement.

17.07 The Employer shall grant single days off, to a maximum of ten (10) days per year, without pay to employees who for emergency personal or family reasons are unable to attend work. Every attempt to notify the Employer as soon as possible shall be given. Such requests will not be unreasonably denied.

In the event the emergency, personal or family reasons are so serious and beyond the control of the employee, the employee will notify the Employer as soon as possible indicating the reasons for additional day(s) off and the expected duration.

ARTICLE 18 – GROUP RRSP

18.01 The Employer will contribute one dollar and twenty-five cents (\$1.25) for each hour worked to a maximum of \$3,000 per year into a self-directed Group RRSP for each employee. Employees will also be allowed to make voluntary contributions via payroll deduction to their self-directed RRSP. The employee may adjust the voluntary contribution amount no more than twice annually, with an opportunity to make a lump sum contribution once annually, through written notice.

18.02 Employees will be eligible to receive the contribution following one (1) month of employment. Contributions will be remitted on a monthly basis. The employee will be responsible for enrolling into the Group RRSP by completing the required enrolment forms within a 15-day period from the date of hire. In the event that the enrollment forms are not completed, the Company will manually enroll the employee into the Group RRSP and begin remitting contributions which will be allocated to a default fund, predetermined by the Company. It will be

the responsibility of the employee to complete the enrollment and change the allocation of funds. Further details regarding the plan are available through Human Resources.

It is the responsibility of the employee to update Human Resources and/or Payroll of any personal information changes (i.e., address, beneficiary, etc.) It is further understood that it is the responsibility of the employee to monitor and manage their allowable RRSP contributions and not exceed the limits specified under the Canadian Income Tax Act.

ARTICLE 19 – BENEFITS

19.01 The following provides a summary overview of the health and dental benefits plan and the life insurance plan that the Employer has arranged to be made available for eligible employees. For full details, please refer to the benefits booklet or contact the insurer directly.

An eligible employee's coverage for health and dental benefits and life insurance shall be subject to and in accordance with the terms and conditions of the applicable plan. It is understood that the health and dental benefits plan and the life insurance plan do not form a part of and are not incorporated into this Agreement. Any dispute over an employee's eligibility for or entitlement to benefits under these plans is not a difference between the parties under this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement.

SUMMARY OF BENEFITS:

BENEFIT	DETAILS
Eligibility	<ul style="list-style-type: none">• Immediately
Life Insurance	<ul style="list-style-type: none">• Member only - \$50,000• Dependent Life Insurance – Spouse - \$10,000• Dependent Life Insurance – Child - \$5,000• Coverage ceases upon termination or retirement whichever is sooner
Accidental Death & Dismemberment	<ul style="list-style-type: none">• Member only - \$50,000• Coverage terminates upon termination or retirement whichever is sooner
Health Insurance	<ul style="list-style-type: none">• 100% reimbursement for Out of Country Emergency Travel and Hospital coverage• 90% reimbursement for drugs and all other eligible health expenses• Drug Coverage<ul style="list-style-type: none">○ Reimbursed at lowest generic drug cost○ Pay Direct Drug Card provided○ Excludes drugs and treatment for: fertility, sexual dysfunction and smoking cessation• Hospital covered at semi-private room rates

	<ul style="list-style-type: none"> • Paramedical coverage – \$600 per calendar year, per practitioner, per insured <ul style="list-style-type: none"> ○ Chiropractor ○ Podiatrist/Chiropodist ○ Massage therapist ○ Naturopath ○ Osteopath ○ Physiotherapist ○ Psychologist ○ Speech therapist ○ Acupuncturist • Vision Care and Eye Exams <ul style="list-style-type: none"> ○ 90% co-insurance ○ Eye exams \$80 per 24 months ○ Glasses/contacts: \$325 per 24 months • Emergency Out of Country Travel coverage <ul style="list-style-type: none"> ○ First 60 days of travel \$1,000,000 lifetime maximum per insured • Coverage terminates upon termination or retirement whichever is sooner
Dental Insurance	<ul style="list-style-type: none"> • 90% for Basic and Minor Restorative services <ul style="list-style-type: none"> ○ Maximum of \$1,500 per calendar year, per insured • 60% for Major Restorative services <ul style="list-style-type: none"> ○ Maximum of \$1,500 per calendar year, per insured • 60% for Orthodontia treatment for children under 18 only <ul style="list-style-type: none"> ○ Lifetime maximum for Orthodontia

	<p style="text-align: right;">of \$3,000 per lifetime, per insured</p> <ul style="list-style-type: none"> • Basic Services include items such as: <ul style="list-style-type: none"> ○ Recall exams and cleanings – once every 6 months ○ Fillings – includes tooth coloured fillings • Major Services include items such as: <ul style="list-style-type: none"> ○ Dentures, crowns, bridges • Dental services are reimbursed based on the current fee guide • Coverage terminates upon termination or retirement whichever is sooner
Employee & Family Assistance Program (EAP)	<ul style="list-style-type: none"> • Ceridian LifeWorks; employee and family assistance program • Support available through a toll-free number 24 hours a day, seven days a week, 365 days a year. • Coverage terminates upon termination or retirement whichever is sooner

ARTICLE 20 - GRIEVANCE PROCEDURE

In the event that a matter is not resolved through good dialogue within 7 days of incident between the employee and the Employer, including the Supervisor/Manager and Union, then the grievance procedure set forth shall be followed.

20.01 The parties to this Agreement recognize the Stewards and the Union representative specified in Article 4 as the agents through which employees shall process their grievances which must be signed by the employee involved and receive settlement thereof. If related to a

suspension or termination, the union can sign on the employee's behalf, if the employee is not available.

20.02 The Employer or the Union shall not be required to consider or process any grievance which is filed more than seven (7) workdays after the initial discussion with the Supervisor/Manager regarding the act or condition causing the grievance occurred, or more than seven (7) workdays after the employee ought to have become aware of the act or condition causing the grievance.

20.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.

20.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement that arises directly between the Union and the Employer. A Policy Grievance may be submitted by either party. Such Policy Grievance shall be signed by a Steward or a Union Representative, or in the case of an Employer's Policy Grievance, by such Employer or his representative. Such grievances shall go immediately to Step 2. If no resolution is reached at Step 2, then the parties can follow Article 21 for Arbitration.

20.05 Step 1. Any employee having a grievance will be accompanied by a Steward or Union Representative, and will submit his grievance to his immediate Supervisor/Manager within seven (7) workdays of the act or condition causing the grievance. This Supervisor/Manager will deal with the grievance not later than the seventh (7) workday following the day upon which the written grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

20.06 Step 2. If the grievance is not settled under Step 1, a Union Representative may within seven (7) workdays of the decision under Step 1, or within seven (7) workdays of the day this decision should have been made, advance the written grievance to Step 2 by notifying the Employer of same in writing. The parties shall meet to discuss the grievance within one (1) week after the grievance has been advanced to Step 2. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

20.07 A grievance concerning the discharge of an employee shall proceed immediately to Step 2 of the grievance procedure.

ARTICLE 21 - ARBITRATION

21.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure.

21.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fifteen (15) days after receiving the decision given at Step 2 of the grievance procedure.

21.03 If a notice of desire to arbitrate is served, the parties shall agree upon a single arbitrator within fifteen (15) days of service. If the parties are unable to choose an arbitrator, either party may request the Minister of Labour to appoint one.

21.04 No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless otherwise agreed.

21.05 Notices of desire to arbitrate and of nomination of an arbitrator shall be served personally, by electronic mail or by fax.

21.06 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 21.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

21.07 The time limits contained in both the grievance and arbitration procedure as set out herein are mandatory and failure to comply with any of the time limits shall be deemed to be an abandonment of the grievance and not referable to arbitration. The arbitrator shall have no jurisdiction to extend time limits and time limits under section 48(16) of the Labour Relations Act may only be extended by written agreement between the parties hereto.

21.08 The decision of the Arbitrator shall be final and binding on the employee and both parties to the Agreement. Any Arbitrator, who accepts under this provision appointment as a single Arbitrator, will submit an award within thirty days of the last hearing date of the grievance.

21.09 The Arbitrator shall not have jurisdiction or authority to alter or modify any provision of this Agreement or to substitute any new provision in lieu thereof.

21.10 The mandatory time limits as outlined in 21.07 and 21.08 in reference to the grievance and arbitration process may be extended in writing by mutual agreement between the parties.

21.11 Each of the parties hereto will bear the fees and expenses of the arbitrator on an equal basis.

ARTICLE 22 - DURATION

22.01 This Agreement shall become effective from the date of ratification by both parties and shall remain in effect until September 30, 2023 and shall continue automatically thereafter for further periods of one (1) year each, unless written notice is given by either party within the ninety-day period prior to the expiry date of its desire to delete, change or amend any of the provisions contained herein.

22.02 The Employer agrees to supply each employee with a copy of this Agreement.

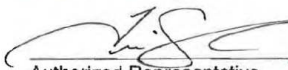
SIGNED at Toronto, Ontario this 30th day of September, 2020.

Signed for "the Employer"

Signed for "the Union"


Authorized Representative


Authorized Representative


Authorized Representative


Authorized Representative

SCHEDULE "A" - WAGE RATES & CLASSIFICATIONS

SEPTEMBER 30th – 2020 to 2023

Base Rate	September 30, 2020	September 30, 2021	September 30, 2022
Building Operator Lead (24/7 Shift)	\$33.64	\$34.09	\$34.54
Building Operator 1 (24/7 Shift)	\$30.11	\$30.56	\$31.01
Building Operator 2 (24/7 Shift)	\$25.40	\$25.85	\$26.30
Building Operator 3 (24/7 Shift)	\$21.87	\$22.32	\$22.77
Building Operator Senior	\$34.18	\$34.63	\$35.08
Building Operator 1	\$26.82	\$27.27	\$27.72
Building Operator 2	\$23.53	\$23.98	\$24.43
General Maintainer 1	\$21.23	\$21.68	\$22.13
General Maintainer 2	\$20.12	\$20.57	\$21.02
Dock Receiver/Helper	\$19.00	\$19.45	\$19.90
Electrical Technician Lead	\$40.01	\$40.46	\$40.91
Electrical Technician	\$37.81	\$38.26	\$38.71
Mechanical Technician Lead	\$40.01	\$40.46	\$40.91
Mechanical Technician	\$37.81	\$38.26	\$38.71
Maintenance Mechanic Lead	\$40.01	\$40.46	\$40.91
Maintenance Mechanic	\$37.81	\$38.26	\$38.71

Note: The "Building Operators (24/7 Shift)" are required to participate in a 24/7 365 day a year shift rotation.

Probationary Rate:

Starting rate of new employees will be 3% lower than the classification rate and will increase to the classification rate on completion of the four (4) month probation period.

LETTERS OF UNDERSTANDING

Letter of Understanding #1

The Employer, union and employees are committed to providing a workplace free from discrimination and harassment.

Management and employees must not engage in any conduct that would violate any of the prohibited grounds outlined in the Human Rights Code.

Outside contractors will be expected to adhere to the company policies regarding non- discrimination/harassment.

Employees shall not be discriminated against on the basis of union affiliation.

Harassment is in no way to be construed regarding the discharge of supervisory/management responsibilities including the delegation of work assignments, the assessment of discipline or any other conduct providing it does not undermine the dignity of the individual.

The pursuit of frivolous allegations regarding any claim under this clause has a detrimental effect regarding the spirit and intent of this clause and should be discouraged and could lead to discipline.

Employees who feel they have been the subject of harassment or discrimination may file a complaint in a timely manner to Human Resource.

This complaint must be in writing and signed by the employee outlining the full details of the event and any remedy requested.

Upon receipt of a written complaint, Human Resource and a person chosen by the union shall jointly investigate the complaint within ten (10) working days from receipt of the complaint.

The complaint must be held in confidence between the two parties.

The complainant will be notified of the findings of the investigation.

If an employee who has filed a complaint objects to having it jointly investigated the complaint will be investigated by the employer and the union will be informed on the outcome of the investigation.

If the complaining employee disagrees with the investigative findings, he can file a grievance commencing at Step 3 of the grievance procedure.

Letter of Understanding #2

Domestic or sexual violence leave is a job-protected leave of absence. It provides up to 10 days and 15 weeks in a calendar year of time off to be taken for specific purposes when an employee or an employee's child has experienced or been threatened with domestic or sexual violence. The first five days of leave taken in a calendar year are paid, and the rest are unpaid. This does not apply to an employee who has committed domestic violence

Employees cannot carry over unused domestic or sexual violence leave days to the next calendar year. The 10 days of domestic or sexual violence leave do not have to be taken consecutively.

Employees can take domestic or sexual violence leave in part days, full days, or in periods of more than one day. If an employee takes only part of a day as domestic or sexual violence leave, the employer can count it as a full day of leave

The employee will provide the employer as much notice as possible when utilizing leave under the domestic violence provision.

Letter of Understanding #3

When the Employer decides to fill a permanent vacancy, the Employer shall post a notice and email all employees for a period of seven (7) calendar days to allow employees to apply before the vacancy is posted externally.

Interested employees who want to make an application for the vacancy will provide a resume indicating the skills and qualifications they have that will satisfy the requirements outlined in the posting. Failure to provide the necessary information will result in the application being given no further consideration.

The employer reserves the right to make the final decision pertaining to the suitability of the selected candidate. The position will be awarded to the candidate who has met all of the requirements of the posted position. Where the posted requirements are equal between candidates the position will be awarded to the person with the highest seniority.

LETTER OF AGREEMENT

Between

Angus Facilities Management Limited (“AFML”) (Employer)

And

Unifor Local 112 (Union)

SEPTEMBER 30, 2020

The Employer agrees to pay into a Unifor Paid Education Leave (“PEL”) fund an amount of \$0.01 per employee per hour worked. The Union agreed that the sole purpose of this fund will be to provide training on Health and Safety and Labour Relations for the AFML employees that are bargaining unit members of Unifor Local 112. The Union agrees to provide the Employer with a listing annually of the courses attended for each member of the bargaining unit.

SIGNED at Toronto, Ontario this 30th day of September, 2020.

Signed for “the Employer”

Signed for “the Union”

 _____ Authorized Representative	 _____ Authorized Representative
 _____ Authorized Representative	 _____ Authorized Representative