

COLLECTIVE AGREEMENT

BETWEEN



JOBSITE INDUSTRIAL RENTAL SERVICES,
A DIVISION OF TOROMONT INDUSTRIES LTD.
(herein referred to as the "Company")

AND



UNIFOR AND ITS LOCAL 112
(herein referred to as the "Union")

May 8, 2024 - May 7, 2027

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AGREEMENT

This Collective Bargaining Agreement is entered into this 8th day of May, 2024 between Jobsite Industrial Rental Services, A Division of Toromont Industries Ltd., (the "Company"), located at 3385 Mainway, Burlington, ON, and Unifor and its Local 112 (the "Union").

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agent of all employees of the Jobsite Industrial Rental Services, A Division of Toromont Industries Ltd. working in and out of the City of Burlington, Ontario save and except supervisor, persons above the rank of supervisor, sales and buyer 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 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.
- 1.04 The Company will not enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 1.05 If any provincial or federal legislation, court decision or government regulation invalidates any section of this Agreement, all other sections not invalidated will remain in full force and effect. The Company and Union will meet within thirty (30) days of the invalidation, to discuss potential impact to the bargaining unit.

ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF

- 2.01 All employees of the Company will, as a condition of employment, become members of the Union as provided in the Constitution and bylaws of the Union. All current employees who have not already done so, and new employees, will be required to complete an application for union membership and authorization for check off of dues and initiation fee, supplied by the Union to the Company.
- 2.02 The Company will provide the Chairperson the completed copy of the application for membership within one (1) week of the employee's hire for forwarding to the Local Union Financial Secretary.
- 2.03 Every pay period, the Company will deduct, from the wages of every employee, any dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-laws.

The Union will provide the Company with written notice of the amount of regular dues. If there is a change in the amount of dues, the Union will give the Company written notice of the change. Should the Union dues deductions be made at the time an employee is on vacation, the Company will ensure that such deductions are made to the employee's vacation cheque. The Union indemnifies the Company against any claim that may arise as the result of dues deductions made by the Company in accordance with this article.

- 2.04 The company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor National Skilled Trades Council, ½ hour per year from those employees who are deemed by a joint committee as a skilled trade. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter deductions along with the names of the employees shall be remitted to the financial secretary of the Local Union, who will forward the dues to the Skilled Trades Council.
- 2.05 All dues and initiation fees deducted must be remitted by cheque to the Local Union Financial Secretary by the 15th day of the following month, along with a list of names and the amount of each deduction.
- 2.06 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 2.07 The annual amount of Union dues paid will be inserted on the employee's T-4 slip.
- 2.08 The Company will supply the Local Union, on the 15th day of each month, the following information necessary to administer the contract.
 1. Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
 2. Employee numbers, hourly rates and classifications.
 3. Employees transferred into or out of the bargaining unit.
 4. The number of hours worked in the month.
 5. Employee status (i.e. at work, on vacation, STD, LTD, WSIB, retired in the month, any other leave of absence) and the date of occurrence.
 6. Employees laid off or recalled.
 7. Employees who have lost seniority.
 8. Names, addresses, postal codes, phone numbers and email addresses (if available) of all active employees.
 9. The Company will make available an electronic copy of the current Benefits Booklet.
- 2.09 Employees must provide the Company with their address and telephone number immediately upon employment. Thereafter, employees must provide the Company with changes to their address or telephone number. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.
- 2.10 NEW EMPLOYEE ORIENTATION

A new employee shall be advised of the name and location of their Union representative.

The employee's immediate supervisor will introduce them to their employee representative who will provide the employee with a copy of the Collective Agreement. The Company agrees that the Union representative will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for twenty (20) minutes sometime during the first ten (10) calendar days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership.

- 2.11 In the event the Company moves any or all of its operations to a new location within the City of Burlington, the employees affected will have the right to transfer to the new location. Further this contract will apply and will remain in full force and effect at the new location and none of its rights and obligations will be varied.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of the Code of Conduct, 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.
- 3.02 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, conduct performance reviews (copy to be supplied to employee) and to discipline or discharge any employees for just cause provided that a claim by an employee who has acquired seniority that he/she 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 reasonable 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 not exercise these functions in an arbitrary, discriminatory, bad faith manner or contrary to the provisions of this collective agreement.

ARTICLE 4 - BARGAINING UNIT WORK

4.01 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 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 every 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 hour to complete. Similar jobs must not accumulate to more than one (1) hour per day.
- e. from time to time a non-bargaining unit employee may assist a bargaining unit employee with a task or assist a customer with a task generally performed by a bargaining unit employee, however, the use of non-bargaining unit employees will not be used in a manner to circumvent the application and intent of this Article;

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 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.

5.02 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 10.

5.03 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.

ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT

- 6.01 The Company and the Union agree that in accordance with the provisions of the Human Rights Code, every person has the right to equal treatment with respect to employment without discrimination, and the right to freedom from harassment in the workplace, in respect to their training, upgrading, promotion, transfer, layoff, discharge or otherwise because of race, creed, colour, national origin, sex, marital status, political affiliation or sexual orientation, age, disability or family status.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Union will elect or otherwise appoint, and the Company will recognize, the following Plant Committee:

- One (1) Chairperson
- One (1) Committee person

The Plant Committee will constitute the bargaining committee for negotiating the renewal of this agreement at the end of its term, as well as function as representatives to discuss and resolve grievances and other matters that may arise during the term of this agreement.

The Union will elect or appoint alternate positions as may be required.

- 7.02 The Committee, as defined in article 7.01, will be compensated for the time spent during regular working hours in negotiating with the Company representatives for renewal of the Collective Agreement up to a maximum of five (5) working days. If the parties meet for part of a day, the Bargaining Committee shall be compensated for the full day.

In addition, the Company will grant the Committee reasonable leaves for union business, including to prepare for negotiations, provided it does not interfere with the efficient operation of the Company and further provided that the leave is requested by the Local/National union in writing, at least two (2) weeks before such anticipated leave.

- 7.03 The bargaining committee will be accompanied by the Local President or their designate, a National Union Representative and/or any outside Union advisors as may be required. The Local President and National Union Representative will act as the chief spokespersons during negotiations.
- 7.04 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization from the Union. The Union agrees to provide to the Company a list of the Union representatives who are appointed for the purposes of representation of the Union. Such list will provide the titles of the representatives in question. The Union will advise the Company of any changes to this list within ten (10) days following the changes. Similarly, the Company will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.05 UNION OFFICE

The Company agrees to make available to the Union the training room or equivalent space for conducting union business when required. Further the Company agrees to provide space for the Union's filing cabinet.

PRESENCE IN THE WORKPLACE, DISPLAYING UNIFORM FLAGS AND LOGOS

Union employees can display Union logo on personal property, within reason and with prior Management approval.

7.06 UNION LEAVE

The Company will grant a leave of absence without pay to members of the Union to a maximum of three (3) employees at any one time, subject to the operational requirements of the Company, to attend to Union business outside the plant including paid education leave. Such request will be in writing two (2) weeks in advance where possible setting out the duration of the leave and shall not exceed ten (10) working days in aggregate per contract year, excluding time spent in collective bargaining.

7.07 Employees having grievances cannot discuss these with the Chairperson during working hours without obtaining prior permission of the supervisor concerned and such permission shall not be unreasonably withheld.

7.08 The right of the Chairperson 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 Chairperson shall obtain the permission of the supervisor concerned before leaving his/her 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 Chairperson is employed.

7.09 The Company agrees to grant reasonable time to the Chairperson for the processing of grievances and the Union agrees that such right shall not be misused and the provisions of Section 7.08 sub-sections (c) and (d) shall apply.

7.10 The President of the Local Union, or in his/her 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/she shall notify the General Manager in

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

- 7.11 The Company agrees that permission for Union representatives to enter the Company's premises will not be unreasonably withheld, provided that the Union gives reasonable notice.
- 7.12 **BULLETIN BOARD**
The Company will allow officially signed Union bulletins to be posted on one (1) bulletin board to be provided for the sole use of the Union after such notices have been approved and initialed by the area Manager or his/her designate. The bulletin board will be placed in a central location mutually agreed upon between the parties.
- 7.13 The Company and the Union agree to establish and maintain a Labour Management Relations Committee for the purpose of exchanging ideas and information on matters of mutual interest and concern.

The committee will consist of the Chairperson, Union representatives and Company representatives. The Committee does not have the authority to bind either party.

The Committee shall meet at the request of either party and both parties shall be required to exchange agenda items a minimum of seven (7) calendar days prior to the meeting date. Only those items identified on the agenda(s) will be addressed at the meeting, unless both parties agree otherwise.

The committee shall meet not more than once in each quarter year.

ARTICLE 8 – SENIORITY

- 8.01 The Company recognizes the principle of seniority which is to give employees an equitable measure of security based on length of service with the Company.
- 8.02 Seniority in this Collective Agreement shall mean the length of continuous service in a position covered by the bargaining unit while in the employ of the Company.
- 8.03 Where two (2) or more employees have the same seniority date, it is agreed that the respective seniority of the two (2) employees will be governed by the alphabetical order of the respective family name (first) and given name (second).
- 8.04 Seniority lists will be prepared and posted by the Company upon signing of this Collective Agreement. The seniority list will show the names of the employees, their classification and their seniority date. The Company will post an updated seniority list in the Plant every six (6) months. If an employee does not challenge the position of their name on the seniority list within the first ten (10) working days from the date their name first appears on a seniority list or if absent from the Plant at the time of posting, within the first five (5) working days after their return, then they shall be deemed to have proper seniority standing.

- 8.05 An employee shall lose all seniority and their employment shall be deemed to be terminated in the following circumstances:
- a. Should they voluntarily quit their employment;
 - b. Should they retire;
 - c. Should they be discharged for just cause;
 - d. Should they fail to signify their intention to return to work within two (2) working days after being notified by the Company by registered mail following a lay-off, and failure in fact to return to work within a further five (5) working days, without reason satisfactory to the Company. In addition to registered mail, the Company will make every reasonable attempt to contact the employee in regards to recall;
 - e. Should they accept gainful employment while on leave of absence without first obtaining consent from the Company in writing;
 - f. Should they fail to return to work following completion of an authorized leave of absence; without reasonable explanation satisfactory to the Company;
 - g. Should they be laid off for a period of time equal to their seniority as at the date of lay-off or a maximum period of twenty-four (24) months, whichever is lessor; and
 - h. Should they be absent from work for a period of three (3) consecutive days without notifying the Company of such absence and without providing a reason satisfactory to the Company for such absence.
- 8.06 An employee will be considered on probation for the first ninety (90) days worked and will have no seniority rights during that period. After ninety (90) days worked, their seniority shall date back to the day on which their employment began. A probationary employee may be discharged by the Company for any reason in the discretion of the Company, provided that such reason for termination is not occupational injury, prohibited by legislation or lawful union activity not in violation of this Agreement.
- Employees will be entitled to benefit provisions subject to the terms of the individual benefit provisions and not tied to the probationary period.
- 8.07 If requested by the Company, any employee's reinstatement after sick leave will be conditional on supplying a certificate from a physician that the employee is capable of returning. The company agrees to pay for medical certificates upon valid receipt by the employee, to a maximum of thirty dollars (\$30.00).

Should the company request a Functional Abilities Form (FAF) from an employee to determine the employee's ability to return to work safely, the Company will pay for the form upon valid receipt by the employee to a maximum of one hundred and fifty dollars (\$150.00).

ARTICLE 9 - DISCIPLINARY ACTION

- 9.01 Disciplinary action should be handed out within ten (10) calendar days from the time management knew or reasonably ought to have known of the events leading to the disciplinary action. A Union Representative shall be present when discipline is handed out. The Company will provide a copy of the discipline to the Union. The notice of discipline will include the disciplinary action being taken and will clearly outline the reasons for the Company's decision.
- 9.02 No seniority employee will be disciplined, suspended or discharged without just cause.
- 9.03 Where the employee is suspended or discharged, the employee shall be given a reasonable period of time to be interviewed by their Union representative or Steward before leaving the premises of the Company, unless in the sole opinion of the Company the circumstances warrant the employees immediate removal from the premises.
- 9.05 Employees will be permitted to access and review their personnel file including any medical file maintained by the Company in respect of that employee a maximum of once every two (2) years. A written request for such access must be made by the employee.
- 9.06 Verbal and written warnings to be removed at twelve (12) discipline free months and suspensions to be removed at eighteen (18) discipline free months. Cardinal rule & Harassment & Violence infractions will remain on file indefinitely.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 10.02 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.
- 10.03 A grievance will be defined as any complaint relating to the application, interpretation, or administration of the Collective Agreement. A grievance can be filed by the Union or the Company.

The grievance will be submitted in written or electronic form. All grievances should identify the Article(s) alleged to have been violated, the date the grievable event occurred and the relief requested. All such grievances shall be signed by either a Committee member, Local Executive or National Representative and shall not be subject to change at later steps except by mutual agreement in writing with the Company, or in the case of remedy, by an Arbitrator.

- 10.04 A seniority employee who is suspended or discharged may file a grievance at Step 2 of the grievance procedure within three (3) working days of the date the suspension or discharge was imposed.
- 10.05 The Company may suspend an employee in order to conduct an investigation prior to notification of dismissal. Such investigation will not exceed ten (10) working days.
- 10.06 The Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Union and the Company. Such grievances shall commence at Step 2 of the grievance procedure.
- 10.07 The party filing the grievance has carriage of the grievance and shall be present at all steps of the grievance procedure.
- 10.08 Grievances properly arising under this agreement shall be adjusted and settled as follows:

STEP 1

In the case of a grievance other than a grievance dealing with suspension or discharge, a Committee person or the Union will present this grievance to the department Supervisor within seven (7) calendar days from the time the employee or the Union knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance. Within seven (7) calendar days (or another mutually agreed upon date) of the grievance being presented, the aggrieved employee, accompanied by a Committee person shall meet with the Supervisor or their designate to consider the grievance. Within seven (7) calendar days of such meeting, the Supervisor shall provide its written decision to the Committee person.

STEP 2

In the event that the grievance is not satisfactorily resolved at Step 1 it may be presented to the General Manager or their designate within seven (7) calendar days of the date the decision rendered at Step 1, or in the situation of no decision within seven (7) calendar days of when the decision ought to have been given at Step 1. Within seven (7) calendar days (or another mutually agreed upon date) of the grievance being presented at Step 2, a Committee person, accompanied by the Union (which may include a Local or National Representative where the Union so requests) shall meet with the General Manager or their designate to consider the grievance. Within seven (7) calendar days of such meeting, the General Manager shall provide its written decision to the Committee person.

- 10.09 All written settlements of grievances shall be final and binding on the Company, the Union and the employee(s) concerned.
- 10.10 A grievance alleging unjust suspension or discharge may be settled under the grievance procedure in any of the following fashions:
 - a. By confirming the Company's action in suspending or discharging the employee.

- b. By reinstating the employee with full compensation for lost time.
- c. By substituting such other penalty or arrangement as is agreeable to the Union and the Company, or the single Arbitrator.

- 10.11 If final settlement of the grievance is not reached at Step 2, and the grievance is one of which concerns the interpretation or alleged violation of the agreement, then the grievance may be referred to arbitration by either party as provided in Article 11. The party filing for arbitration shall provide written notification of such intent to the other party within fourteen (14) calendar days of the date the decision rendered at Step 2, or in the situation of no decision, within fourteen (14) calendar days of when the decision ought to have been given at Step 2. If no such written request for arbitration is received within the time limit, the grievance shall be deemed to have been abandoned.
- 10.12 Throughout all steps of the grievance procedure, the time limits shall apply equally to the Union and the Company, and they may only be extended by mutual agreement. Such agreement shall be confirmed in writing.
- 10.13 Prior to arbitration, the Local President or their designate and the Unifor National Representative may meet with Senior Management in an effort to resolve the outstanding issue.
- 10.14 The Company agrees to pay Company employees the hourly rate for all hours spent at grievance meetings with the Company representative.

ARTICLE 11 - ARBITRATION

- 11.01 Within seven (7) calendar days of receipt of the notice referred to in 10.03 above, the Union and Company will endeavor to agree upon a single Arbitrator.
- 11.02 In the event that the parties cannot agree to a single Arbitrator, either of the parties may then request that the Ontario Labour Relations Board appoint a single Arbitrator.
- 11.03 In rendering a decision the arbitrator will be governed and limited by this Agreement's provisions, applicable law and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.
- 11.04 Each of the parties to this agreement will equally share the expenses of the arbitrator.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 Layoffs, in any department, shall be carried out on the basis of seniority (moving from lowest to highest). In the event that a layoff would leave the Company without the necessary skills and qualifications in the classification, the employee(s) will be skipped in the layoff sequence. The Chairperson will be made of aware when an employee is being skipped in the layoff process

under this Article.

Recalls after layoff will be in the inverse order (moving from highest to lowest).

- 12.02 The Chairperson will be notified in writing when the Company contacts an employee to notify them of a recall from layoff.
- 12.03 In the event of a layoff, an employee or employees that wish to transfer to a job in another department and the employee's skill and ability are sufficient to justify the transfer, arrangements for such transfer will be made wherever possible provided the job in the other department is not held by an employee with greater seniority.

If the individual chooses to transfer to another department they will be entitled to a ten (10) working day evaluation period in that position. In the event that an employee is unsuccessful in completing the evaluation period, they cannot transfer to another position. The Company maintains sole discretion regarding the outcome of the evaluation.

It is agreed that proper consideration will be given to the employee's seniority. An employee who successfully exercises his/her seniority in accordance with this provision and who, in so doing avoids a lay-off must return to his/her original position when given notice of recall to that position.

The Company will advise the employee(s) affected and the Chairperson of anticipated layoffs, along with the names of those employees affected, at least five (5) working days prior to the layoff. The notice period will apply only to the original employees affected and not to subsequent employees utilizing the bumping procedure.

- 12.04 When recalling an employee after layoff, they shall be notified by verifiable mail requiring a signature and allowed the time specified in Article 8.05 (d) after receipt of notice to report for work.
- 12.05 For the purposes of this Article, the Departments are as follows:
1. Shop
 2. Drivers/Warehouse
 3. Parts/Service Counter
 4. Rental Counter
- 12.06 In cases of layoffs, the Chairperson 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.

ARTICLE 13 - JOB POSTING

- 13.01 All permanent vacancies in new classifications and in existing classifications shall be posted in the Plant for a period of five (5) working days to allow employees to apply. Any employee in the bargaining unit may make application for such vacancy.

On any job posting the Company agrees to provide the Chairperson with a copy of the job posting, the names of the individuals who applied for the job posting and the name of the successful applicant, if any, for the job posting.

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 within thirty (30) calendar days to the candidate who has met requirements of the posted position. Where the posted requirements are relatively equal between candidates the position will be awarded to the person with the highest seniority.

In the event that an employee has been selected to fill such a permanent vacancy;

- i) Then at any time within five (5) workdays after being assigned to such vacancy the employee may elect to revert to their old classification, and if they do so then the employee shall be precluded from applying for any new vacancy for a period of six (6) months.
- ii) The company may choose to remove the employee from the position after five (5) days in role should skills and qualifications not meet the company's expectations. The employee would be returned to their previous role

The parties agree that the vacancy resulting from the placing of the successful applicant in the position so posted will be filled by the Company as per this article.

Any permanent vacancy not filled within six (6) months that continues to exist shall be reposted.

13.02 Job postings will identify:

- 1. Department
- 2. Shift
- 3. Classification
- 4. Rate of Pay

13.03 LEAD HANDS

The Union acknowledges that the Company determines the number of lead hands it requires from time to time in any department. Promotions to lead hand positions will be made at the discretion of the Company, taking into account skill, ability, department, communications skills and seniority. The Company will post a notification in the Plant of all lead hand vacancies such that employees may make application for such vacancy.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Upon written application, a leave of absence (LOA) of up to six (6) months without pay may be granted to an employee with seniority for valid personal or compassionate reasons. The Company will advise the employee of its answer within seven (7) days with a copy of its answer to be provided to the Union Chairperson. An employee who is granted an LOA and then, without the consent of the Company, uses the LOA for a purpose other than for which it was granted, may be subject to disciplinary action up to and including discharge.
- 14.02 Employees who are granted leave pursuant to this Article will continue to accrue seniority. Benefits will cease as of the last day worked.
- 14.03 Employees may request up to one (1) week per year as time off without pay. Requests submitted by November 15th will be considered based on vacation entitlement and banked time with preference provided to those employees with two (2) weeks of vacation entitlement and minimal opportunity to participate in the banked time program. Requests submitted after November 15th will be considered on a first come, first serve basis. The Company maintains the sole decision as to whether any leave request submitted pursuant to this article is granted.

ARTICLE 15 – BIRTH OF CHILD LEAVE

- 15.01 Jobsite will pay nine (9) hours to hourly employees for the birth of their child.

ARTICLE 16 - MOMENTS OF SILENCE

- 16.01 The Company will allow employees one (1) minute of silence at 11:00am on April 28th of each year in observance of those workers killed on the job.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 The Company will provide employees with five (5) days paid leave of absence for the death of an employee's spouse, child, step-child, parent or step-parent.
- 17.02 The Company will provide employees with three (3) days paid leave of absence for the death of an employee's brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepbrother, stepsister, grandparent, grandparent-in-law, and grandchild.
- 17.03 The Company will provide employees with one (1) paid leave of absence to attend the funeral of an uncle, aunt or cousin.
- 17.04 Additional unpaid leave may be granted at the discretion of the manager depending on the circumstance.

ARTICLE 18 - JURY DUTY LEAVE

- 18.01 Any seniority employee who receives a summons to jury duty or who has been subpoenaed as a

Crown witness must inform their supervisor as soon as possible. A copy of the original summons will be required. The company will grant the necessary time off to serve on jury duty.

- 18.02 Any employee called for Jury Duty or having been subpoenaed as a Crown Witness and who is excused from attendance at Court, must report for work if a reasonable period of time remains to be worked in his/her shift.
- 18.03 The Company will pay the difference between the amount of money per day an employee receives while serving as a member of a jury, during the jury selection process, or as a Crown summoned/subpoenaed witness in a court proceeding, to an amount equal to eight (8) hours pay, at the employee's regular hourly wage rate.
- 18.04 To qualify for jury duty pay, an employee will be required to present evidence of time spent on jury duty.

ARTICLE 19 - PAID EDUCATION LEAVE

- 19.01 The Company agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. This paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. The monies will be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road,
Toronto, ON M2H 3N5

The Company shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 20 – SOCIAL JUSTICE FUND

- 20.01 This fund is a registered non-profit charity.

Social Justice Funds are used to support workers and communities at home and around the world for development and emergency relief, contributes financial assistance to food banks, shelters, registered Canadian charities and international relief measures.

The Company agrees to pay into the Unifor Social Justice Fund on behalf of all employees in the bargaining unit, an amount equivalent to one cent (1¢) per regular hour worked.

Such monies are to be paid on a quarterly basis into the Unifor Social Justice Fund (SJF), which is a registered charity established by the Unifor National Union. The Company is to forward the quarterly payment to the following address: Unifor Social Justice Fund, 115 Gordon Baker Road,

Toronto, ON M2H 3N5

The Company will be issued a charitable receipt for each payment.

ARTICLE 21 – HEALTH AND SAFETY

- 21.01 The Company, and the Union recognize the need to ensure the safety, health and protection of all employees. The Company, and the Union, will make every effort to comply in a timely manner with the Occupational Health and Safety Act and Regulations and will continue to co-operate in the prevention of accidents and promotion of health and safety. The parties further agree that for the duration of the 2024 Collective Agreement, the Occupational Health and Safety Act and Regulations in effect as of the date of ratification will be considered the minimum standard, unless the parties agree otherwise in writing.
- 21.02 The Joint Health and Safety Committee (JHSC) shall be composed, of two (2) members from the bargaining unit and two (2) representatives from management with the option to add additional members with Committee approval. The Health and Safety Committee is ruled in conformity with any applicable law(s). Each party will be responsible to designate a Co-Chair, and a minimum of one (1) worker designated by the union and one (1) management committee member will be certified. Should a member wish to be trained and expresses their desire to the company; the Company will be responsible for the cost of certification training.
- 21.03 The JHSC will meet during regular working hours every three (3) months and more frequently when meetings are mutually agreed by the Co-Chairs. The JHSC will function in accordance with all applicable health and safety legislation and will actively promote co-operative efforts of continuously improving the health and safety of all employees.

ARTICLE 22 - INJURY ON THE JOB

- 22.01 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 and Insurance Board.
- 22.02 Employees who are injured at work and are unable to continue at their job or are sent home by the Company because of injury will be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic, as well as the cost to transport the employee home or back to work.

ARTICLE 23 - ACCOMMODATION

- 23.01 Whenever an employee is requested or required to attend a meeting by the Company to discuss their physical limitations and/or fitness for work, the employee will be accompanied by a Union Representative. This includes meetings involving WSIB specialists.

- 23.02 In an effort to accommodate an employee's disability, when suitable work is not found using the above procedure, exceptions to the seniority provisions of the Collective Agreement may be made upon mutual agreement of the parties.
- 23.03 If an employee becomes disabled as defined by the Human Rights Code and is unable to perform the essential duties of their pre-disability job every reasonable attempt will be made to accommodate the employee's disability. It is the intention of both parties to assist the employee to return to their regular job, wherever possible, and employee's are expected to work towards this objective, consistent with their functional abilities.
- 23.04 The search for suitable work, consistent with the employee's physical abilities, will be conducted in the following order: within the classification and shift that the employee held at the time of injury; within other classifications and on the same shift; within same classification on alternate shifts; within other classifications on alternate shifts; any position within the Plant.

ARTICLE 24 - PROTECTIVE EQUIPMENT

- 24.01 Seniority employees will be reimbursed based on the following yearly schedule, for the cost of CSA approved footwear.
- | | |
|-------|---|
| 2024: | Up to a maximum of \$200 per year. (Only payable to employees in 2024 that have not already used the reimbursement for the year). |
| 2025: | Up to a maximum of \$210 per year. |
| 2026: | Up to a maximum of \$225 per year |

ARTICLE 25 – HOURS AND SCHEDULES OF WORK

- 25.01 The regular work week will consist of five (5) consecutive days Monday to Friday of eight (8) consecutive hours, with two (2) consecutive days off on the weekend. The Company may have staggered starting times.
- 25.02 Work weeks and starting times for employees will be established to meet the requirements of the Company. Starting times will be communicated no later than Friday of the previous week. The first shift will start 6:00am and the last shift will start at 9:00am.
- The above will not be construed as a guarantee of any hours of work in a day or work week.
- 25.03 The Company may alter the communicated shift start time, up to a maximum of one (1) hour unless agreed otherwise, for those employees in the Driver classifications, provided the employee is advised the prior day.
- 25.04 All hours worked in any work day will be consecutive. Employees will receive a thirty (30) minute unpaid lunch period during their shift. The lunch period will be scheduled, consistent with production requirements, near the middle of an employee's shift.

25.05 RELIEF PERIOD

A relief period of no more than fifteen (15) minutes shall be scheduled around the middle of each half of the shift.

The Company will not schedule the relief period within the first two (2) hours of an employee's shift.

An employee who works less than eight (8) hours shall be granted a relief period of no more than fifteen (15) minutes.

An employee who is scheduled to work daily overtime of at least three (3) hours in length will receive an additional paid fifteen (15) minute rest period.

The Company reserves the right to limit the number of employees who can take a relief period at the same time to ensure sufficient staffing.

25.06 SCHEDULING

Employees may request a schedule change once they have been employed for three (3) months, without fear of being penalized. If the Company rejects such a request, they must provide reasons for doing so.

25.07 An employee who is called into work after having completed their regular shift and left the Plant premises, or who is called into work on their scheduled day off, shall be paid at their appropriate rate for hours worked and shall be guaranteed a minimum of four (4) hours pay at their straight time hourly rate.

25.08 Any employee reporting for work on their scheduled shift, and who has not been properly notified 48 hours in advance not to report, will receive a minimum of four (4) hours pay at the applicable rate.

This provision shall not apply if the failure to receive notice was caused by reason of machinery breakdown, fire, flood, power failure or other causes beyond the control of the Company.

25.09 WAGE PREMIUMS

Lead hands will assist in direction of employees in their own classification. The Company will job post for all vacant lead hand positions. The Company shall select successful applicants on the basis of ability and seniority. All lead hands will receive a premium of \$1.75 per hour worked.

ARTICLE 26 - PAY DAY

26.01 The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning at 12:00am on Sunday and ending at 11:59pm the following Saturday.

26.02 In the event of a proven pay shortage exceeding seventy-five dollars (\$75.00), upon request of the employee, the Company shall reimburse the employee the correct amount by manual check, direct deposit, or cash on the next business day. This shall not apply in instances where the

employee is the root cause of the discrepancy.

26.03 The Company will pay all employees through direct deposit.

26.04 Employees may request to have portions of their pay deposited in up to three (3) different bank accounts. Portions may be either a percentage of total earnings or a fixed dollar amount per pay period. All requests must be forwarded to payroll, in writing, signed by the employee and clearly specify the portion and bank account information.

26.05 **WAGE ADMINISTRATION**

When a new job and/or classification is introduced, the Company will establish, on a temporary basis, the wage rate and/or classification, qualifications and job duties. The Company and the Union Committee will meet within ten (10) working days of the introduction of the new job. The purpose of the meeting is to attempt to reach an agreement on a permanent wage rate and/or classification. If the Union Committee and the Company cannot agree, the Union may, within seven (7) calendar days of the meeting, submit a grievance starting at Step 2 of the grievance procedure. If the matter is referred to arbitration, the arbitrator's decision will be final and binding on the parties.

ARTICLE 27 – OVERTIME PAY

27.01 All hours worked in excess of forty-four (44) hours a week will be paid at the overtime rate of one and one half times (1.5x) the employee's regular hourly wage rate.

ARTICLE 28 – OVERTIME SCHEDULING

28.01 All time worked by an employee outside of their regular hours of work is voluntary.

The Company reserves the right to offer overtime in accordance with the requirements of its business. To be eligible for overtime work, an employee must have the necessary qualifications and certification(s) to perform the required work. The Company will distribute overtime using the following procedure:

OVERTIME EQUALIZATION

The Company agrees to make every effort to ensure that all overtime work shall be equitably distributed among the departmental employees normally performing such work, who are willing and able to perform the work to be done. Incidental work which is the continuance of work during the course of a shift will not be offered for equalization.

Overtime work will be distributed as equitably as possible among those who normally perform the work. The qualified employee with the least amount of monthly overtime hours recorded will be awarded the overtime. In the case of a tie, the senior employee will be awarded the overtime. Offered overtime hours declined by an employee shall count as overtime worked for the purposes of equalization.

Upon request, the Company will provide the Chairperson with a summary of employee monthly

accredited overtime for the purposes of equalization.

- 28.02 When possible, employees will be offered overtime at least two (2) hours prior to the end of the shift.
- 28.03 Employees are not permitted to exceed the daily and/or weekly maximum hours of work as set out in the Ontario ESA 2000, as amended.
- 28.04 No employee working their regular shift will be displaced from their regular work assignment by an employee who normally performs similar work working overtime.

ARTICLE 29 – HOLIDAY WITH PAY PLAN

- 29.01 Where a public holiday falls on a non-working day for an employee the Company will pay the employee their regular wages for the public holiday.

When a holiday falls during an employee's vacation, the day will be treated as a holiday and the employee shall receive holiday pay at such time, along with the per pay period vacation pay.

- 29.02 Holiday pay will be computed on the basis of eight (8) hours at the employee's regular straight time hourly rate of pay. Employees who work on the holiday will be paid one and one half times (1.5x) their regular hourly rate of pay for all hours worked plus their holiday pay, or provided a lieu day with pay.
- 29.03 If an employee is not scheduled to work on the holiday, to be eligible for holiday pay, the employee must work their regularly scheduled shift before and their regularly scheduled shift after the holiday, unless the employee has a satisfactory reason for being unable to do so (Ex. authorized medical absence, approved leave).
- 29.04 An employee, who has been scheduled to work on a holiday and then fails to report for and perform the work without satisfactory reason, will not receive pay for the holiday.
- 29.05 A seniority employee will be entitled to the following public holidays with pay:

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

	2024	2025	2026	2027
New Years Day		1-Jan	1-Jan	1-Jan
Family Day		17-Feb	16-Feb	15-Feb
Good Friday		18-Apr	3-Apr	26-Mar
Victoria Day	20-May	19-May	18-May	
Canada Day	1-Jul	1-Jul	1-Jul	
Civic Day				
Holiday	5-Aug	4-Aug	3-Aug	
Labour Day	2-Sep	1-Sep	7-Sep	
Thanksgiving				
Day	14-Oct	13-Oct	12-Oct	
Christmas Day	25-Dec	25-Dec	25-Dec	
Boxing Day	26-Dec	26-Dec	26-Dec	

It is understood that if during the term of this Agreement, if the province of Ontario grants an additional statutory holiday, the personal holiday will be added to the holidays listed above.

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, at least three (3) weeks prior to July 1st. Additionally, the Company will endeavor to accommodate employees who request an alternative day in the week July 1st falls.

29.06 Floater Day (*Effective June 3rd, 2024*)

One (1) floater day / calendar year effective with the following terms;

- Seniority employees only
- Based on 8 hrs/day (permitted to be taken in 4 hour increments)
- Must be approved by management
- No carryover

ARTICLE 30 – VACATION WITH PAY PLAN

30.01 On January 1st of each year, each employee will be entitled to an annual vacation in accordance with the following schedule. Vacations will be scheduled consistent with the operational needs of the Company.

For each allotted week of vacation, as set out below, employees shall be entitled to two percent (2%) of their gross salary as per ESA calculated and paid each pay period.

- a) Employees with less than one (1) year continuous service will receive one (1) day of vacation time for each complete month worked to a maximum of ten (10) days.
- b) Employees with one (1) year but less than five (5) years of continuous service will receive two weeks vacation time.

- c) Employees with five (5) years but less than ten (10) years of continuous service will receive three (3) weeks vacation time.
- d) Employees with more than ten (10) years but less than twenty (20) years of continuous service will receive four (4) weeks vacation time.
- e) Employees with more than twenty (20) years of continuous service will receive five (5) weeks vacation time.

30.02 An employee's entitlement will be based upon their years of continuous service as of December 31st of each year.

30.03 VACATION SCHEDULING

The vacation period will extend from January 1st to December 31st of each year.

- a) During the first week of October, the Company will post a general announcement on October 1st requesting employees to determine their vacation preference, for the following year.
- b) Employees will identify their vacation preferences by completing a vacation request form. The form will be provided by the Company. Employees will be required to return the form to their supervisor by November 15th.
- c) The vacation schedules will be finalized and posted by December 1st.
- d) Those employees who are going to be absent at the time of the vacation scheduling must ensure that their preference, if any, is submitted in writing to the Company by November 15th.
- e) Those employees who do not submit their vacation request form by November 15th may be assigned vacation dates at the Company's discretion.
- f) For vacation requests submitted by November 15th, seniority will be the determining factor in preference on the vacation schedule. Requests received after November 15th will be accessed on a first come, first serve basis.

30.04 Employees can request one (1) week of vacation in one (1) day increments, however vacation scheduled in weekly blocks will be given preference. Employees are limited to a maximum of two (2) times per year of taking one (1) day of vacation on either end of a long weekend.

ARTICLE 31 – PRINTING AND DISTRIBUTION

31.01 The Company will be responsible for printing the Collective Agreement no later than one hundred

twenty (120) days from the date of ratification provided the Union proves the Collective Agreement within fourteen (14) days of receipt. The cost of printing the Collective Agreement will be equally shared between the Company and the Union. Sufficient copies will be printed so as to supply all current employees and anticipated turnover.

Extra copies will also be printed for the Union and Management as necessary for the ongoing Collective Agreement administration.

ARTICLE 32 – WAGES & PROGRESSION

32.01 WAGE GRID

Classification	May 8, 2024	May 11, 2025	May 10, 2026
Driver Level 2	\$24.00	\$24.60	\$25.22
Driver Level 1	\$23.50	\$24.09	\$24.69
Shipper Receiver	\$25.50	\$26.14	\$26.79
Warehouseperson	\$23.50	\$24.09	\$24.69
Parts/Service/Rental Counterperson	\$26.00	\$26.65	\$27.32
Electrician	\$43.00	\$44.08	\$45.18
Technician Level 4	\$28.00	\$28.70	\$29.42
Technician Level 3	\$26.00	\$26.65	\$27.32
Technician Level 2	\$24.50	\$25.11	\$25.74
Technician Level 1	\$23.50	\$24.09	\$24.69
Senior Technician*	\$30.00	\$30.75	\$31.51

32.02 Employees in the classification of Technician Level 1, Technician Level 2 and Technician Level 3 will progress to the next level in accordance with the progression policy set forth in Article 32.03. The Company may hold back a progression if the employee has not demonstrated the necessary skills and abilities to warrant such progression.

In the event an employee's progression is being held back by the Company, the employee and a Committee member will meet with the Company to review the reasons, a copy of which shall be supplied in writing. Employees subject to a progression holdback will be reconsidered every six (6) months following the expected progression date and the Company will notify the employee of the reconsideration decision in writing.

Any dispute arising from the Company holding back an employee's progression may be subject

to the grievance procedure.

32.03 Subject to Article 32.02 above, Technicians will progress as follows:

Technicians will progress as follows:

Level 1 to Level 2:	after 2080 hrs worked in position
Level 2 to Level 3:	after 2080 hrs worked in position
Level 3 to Level 4:	after 2080 hrs worked in position
Senior Technician*:	Non-Progressive

*Senior technicians are progressed at the sole discretion of the Company.

Employees who meet the following criteria may apply for Senior Technician:

- Minimum of 2080 hours worked as a level 4 technician.
- Display a vast and wide knowledge of a majority of our equipment and tools.
- Demonstrates a continuous improvement mindset in all aspects of their position.
- Engages other employees with knowledge transfer.
- Works with management engaging vendors for product improvement.

If an employee applies, the company will respond within 30 days with decision. If the company declines, we will provide a detailed feedback in writing on requirements that the employee needs to improve on. An employee may choose to re-apply after one year from last application.

32.04 Notwithstanding any other provisions of this Article, the Company may hire technicians into any level based on the candidate's previously acquired skill and ability.

ARTICLE 33 – TEMPORARY TRANSFER

33.01 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/she is transferred is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay;
- b) If the rate of pay for the job classification to which he/she is transferred is higher than the employee's regular pay, he/she shall receive the higher rate of pay for the job to which he/she is temporarily transferred.
- c) 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, subject to the operational requirements of the Company. All temporary transfers cannot be detrimental to the growth of an employee.

33.02 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/she is transferred is less than the employee's regular rate of pay, he/she shall receive the lower rate paid on the job to which he/she is transferred.
- b) if the rate of pay for the job classification to which he/she is transferred is higher than the employee's regular pay, he/she shall receive the higher rate of pay except in job classifications where more than one level of competence is established in which case he/she will receive the first level of the job title to which he/she is assigned.

33.03 A temporary transfer made pursuant to Section 33.01 other than those made for the purpose of filling a job because of sickness, accident or a leave of absence, shall not exceed thirty (30) working days. Any extensions beyond thirty (30) days will require the consent of the parties, and such consent will not be reasonably withheld. The Union will be given written notice of all temporary transfers expected to last in excess of one (1) week.

ARTICLE 34 – 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) the work schedule can include full or partial working days and will be pre-arranged and determined between branch management and the employee,
- e) employees will work a minimum of 24 hours per week, between Monday and Friday inclusive,
- f) 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.
- g) All overtime must be pre-approved by the employee's supervisor
- h) employee would remain eligible for all benefits, wages, vacation pay and additional provisions of collective agreement (prorated based on hours worked)
- i) statutory holiday pay to be calculated as per CBA,
- j) employee is ineligible to apply for any posted job vacancies,

- k) Either employee or employer may withdraw from this arrangement with the employee moving into retirement at any time after providing the Company or Employee with a minimum notice of one hundred and twenty (120) days.

ARTICLE 35 – SEVERANCE

In the event that all or part of the Company's Burlington operations are closed, the Company agrees to provide to each regular employee who is permanently laid off as a result of the closure and who has not been offered alternate employment within the Burlington operation with severance pay calculated on the basis of one week of pay per year of completed service with the Company up to the date of closure. This is inclusive of any and all statutory notice and/or severance pay requirements.

ARTICLE 36 - AGREEMENT TERM

- 34.01 This Collective Agreement shall commence on May 8, 2024 and shall remain in force and effect for the period of three (3) years until May 7, 2027 and shall continue from year to year thereafter provided, however, that either party may, not less than thirty (30) days or more than nine (90) days prior to the termination date hereof give notice of the other party to terminate this Collective Agreement or to negotiate revisions hereto.
- 34.02 It is agreed that during the course of bargaining, it will be open to the parties to agree in writing to extend this Agreement beyond the expiry date of May 7th, 2027 for any stated period acceptable to the parties and in accordance with the Labour Relations Act.
- 34.03 This agreement will remain in full force and effect until a new Agreement is reached or the parties have completed the conciliation procedure of the Ontario Labour Relations Act, whichever comes first.

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.

For the Company

S. Mohan

P. Hagen

S. Hardman

For the Union

C. Widdop

D. Philp

C. Condello

K. Russell

APPENDIX A – EMPLOYEE BENEFITS

BENEFIT PLAN

All seniority employees will be enrolled in the Company Health Care Plan and this plan will be continued for the life of the Agreement. Modifications to the plan may only be made by the mutual agreement of the parties. The Company may change insurance providers, so long as there is no change in benefit levels. If there is a change in providers, the Company will advise the Union. The Company will pay the full premium cost of the benefit plan.

PENSION PLAN

All employees are required to be a member of the Toromont Industries Ltd Pension Plan, Defined Contribution, within two (2) years of their hire date and be subject to the terms of the plan. Employees are required to contribute five percent (5%) of regular straight time wages, exclusive of any and all premiums or benefits, from each employee's pay, per pay period, to the Pension Plan. The Company will contribute an equal amount, but not exceeding five percent (5%) of the employee's regular straight time wages as referred to above, each month for employees in the plan. All contributions are subject to existing or future limitations imposed by the Canada Customs and Revenue Agency (CCRA), or any other government authority.

HEALTH CARE PLAN SUMMARY

Basic and Optional Life Insurance	
Employee Basic Life Insurance	200% of annual salary, rounded to the higher \$1,000 of amount of insurance to a maximum \$500,000; reducing by 50% at age 70 to minimum \$25,000
Dependant Life Insurance	Spouse - \$5,000 Child - \$1,000
Employee basic life terminates at retirement	
Employee Optional Life Insurance	\$10,000 units to a maximum \$250,000
Dependent Optional Life Insurance	Spouse - \$10,000 units to a maximum \$250,000 Child - \$1,000 units to a maximum of \$50,000
Optional life terminates the day you reach age 70 or the day you retire, whichever occurs first	
Basic and Voluntary Accidental Death & Dismemberment	
Amount of insurance	200% of annual salary, rounded to the higher of \$1,000 of amount of insurance to a maximum \$500,000; reducing by 50% at age 70 to minimum \$25,000
Voluntary AD&D	Available for employee and spouse in \$10,000 units to a maximum of \$250,000 Flat \$50,000/child
Termination of insurance	Basic and voluntary AD&D terminate at age 75 or the day you retire, whichever occurs first
Short Term Disability	
Waiting Period	Injury/surgery - None Sickness/Illness - 3 days
Maximum benefit period	26 weeks
Benefit amount	70% of base weekly earnings to a maximum benefit of \$800
Tax status	Employer paid benefit - Taxable
Long Term Disability	
Waiting period	26 weeks
Maximum Benefit Period	To age 67 or retirement; whichever occurs first

Benefit amount	60% of monthly earnings to a maximum of \$5,000 or 85% of pre-disability take home pay, whichever is less
Tax status	Employee paid benefit - Non-taxable
Deductible (applicable to Prescription Drugs only)	
For drugs purchased outside the province of Quebec:	
<ul style="list-style-type: none"> None if purchased from a preferred provider such as Costco or Alliance pharmacy \$9 per prescription (plus \$10 for maintenance drugs) if purchased from any source other than a preferred provider Dispensing fee: any amount charged above \$10 per prescription 	
For drugs purchased in the province of Quebec: \$9 per prescription	
Prescription Drugs	
Percentage of Reimbursement	
Prescription Drugs*	Reimbursement for prescription drugs is determined in accordance with its lowest cost generic equivalent, even in cases where the attending physician has indicated that a substitution is not possible for medical reasons. However, this limitation does not apply if Cubic Health approves medical evidence that has been provided indicating a contraindication regarding the lowest cost generic equivalent.
Tier 1 (Generic and therapeutic alternatives)	100%
Tier II (Brand name drugs, as of Jan 1, 2009)	80% of the first \$5,000 incurred in a calendar year; 100% of excess for drug expenses incurred during the same calendar year
Maximum Amount Covered	
Smoking Cessation Products*	\$600/lifetime, except when otherwise required by law
Erectile Dysfunction*	\$500/calendar year
Fertility Drugs*	\$2,500/lifetime, except when otherwise required by law
Hospital Care	
Percentage of Reimbursement	
100%	
Maximum Amount Covered	
Hospital room	Semi-private Difference between private and semi-private room, subject to a lifetime maximum of \$1,000
Convalescent home (for insureds under age 65)*	Semi-private/maximum 120 days per calendar year
Palliative care*	
Vision Care Services	
Percentage of Reimbursement	
100%	
Combined Maximum Amount Covered	
Eyeglasses* Contact Lenses* Laser vision correction*	For all Vision Care services combined: \$300* / 24 consecutive months (<i>effective June 3rd, 2024</i>)
Health Care Professionals	
Percentage of Reimbursement	
100%	
Maximum Amount Covered	
Acupuncturist	\$500/calendar year
Chiropractor	\$500/calendar year
Massage therapist	\$500/calendar year
Naturopath	\$500/calendar year
Osteopath	\$500/calendar year
Podiatrist and chiropodist	\$500/calendar year
Psychologist, social worker, psychotherapist and psychoanalyst	Combined maximum: \$1,000/calendar year
Physiotherapist, physical rehabilitation therapist and certified athletic therapist	Combined maximum: \$500/calendar year

Speech therapist	\$1,000/calendar year
X-Rays performed by chiropractor, osteopath, podiatrist or chiropract	Combined maximum: \$20/calendar year
Other Medical Expenses	
Percentage of Reimbursement	100%
Maximum Amount Covered	
Aids for daily living*	
Ambulance and transport by airplane or train	
Blood glucose monitor	1/48 consecutive months
Breathing apparatus*	
Contact lenses for specific conditions	\$200/24 consecutive months
Dental treatment required following accidental damage to natural teeth	\$5,000 per accident within 12 months
Diagnostic services*	\$500/calendar year
External breast prostheses*	1/prostheses/12 consecutive month
External prosthesis and artificial limb*	\$5,000/limb lost \$10,000/myoelectric arm
Extremity Pumps for Lymphedema*	
Eyeglasses or contact lenses following non-refractive eye surgery*	1 pair/lifetime
Foot orthoses*	\$500/calendar year
Hearing aid	\$500/48 consecutive months
Hospital bed*	
Insulin Pumps and supplies*	\$8,500/60 months
Intraocular lens implants*	\$1,000/lifetime
Nurse*	\$15,000/calendar year
Orthopedic devices*	
Orthopedic shoes*	1 pair/calendar year
Ostomy appliances*	
Outdoor wheelchair ramp*	\$2,000/lifetime
Out-of-province medical referral*	\$10,000/calendar year
Patient lifter (mechanical or hydraulic)*	1 lifter, subject to a maximum of \$2,000/60 consecutive months
Sclerosing injections	\$20 per visit
Support stockings*	4 pairs/calendar year
Surgical brassieres	2 brassieres/calendar year
Therapeutic devices*	
Transcutaneous nerve stimulator (TENS machine)*	\$700/lifetime
Viscosupplementation injections*	
Wheelchair and walker*	
Wigs*	\$200/lifetime
* Medical prescription required	
Travel Insurance	
Percentage of Reimbursement	100%
Maximum Amount Covered	
Travel assistance insurance (Out-of-province emergency)	\$5,000,000 reimbursement per trip Maximum duration of the trip: 90 days
Trip cancellation insurance	\$5,000 reimbursement per trip
Termination of insurance	The day you retire
Dental Care Services	
Deductible per calendar year:	Individual: \$25 Family: \$50
Rates based on dental procedure fee guide:	Province where the treatment is rendered
Fee guide year:	Year during which expenses are incurred

Coverage	Maximum Reimbursement Amount	Percentage of reimbursement
Diagnostic and Preventative Services		
Diagnostic services Preventive dental care	See Basic Dental Care	100%
Basic Dental Care		
Minor restorative services	Combined maximum for the following: Diagnostic and Preventive Services; Basic Dental Care; Major Restorative Services \$2,000 per calendar year per insured	100%
Endodontics		
Periodontics		
Rebase, reline, adjustment and repair of removable dentures		
Repair of fixed bridges and crowns		
Oral surgery		
General additional services		
Major Restorative Services		
Major restorative services and fixed prosthodontics	See Basic Dental Care	50%
Removable dentures		
Fixed bridges		
Orthodontic Services		
Orthodontics	\$2,000/lifetime per insured, coverage ends at age 19	50%
Frequency of recall examinations		9 months
Termination of insurance		The day you retire

APPENDIX B – LETTERS OF UNDERSTANDING

1. CO-OP STUDENTS

For the benefit of supporting high school CO-OP students the Company shall have the opportunity to accommodate students to work alongside our technical employees.

The following conditions shall apply to all CO-OP students:

- a. Only grade 11 and grade 12 high school students enrolled in a CO-OP program that provides recognized course credits will be eligible to participate in the CO-OP program.
- b. CO-OP students will be required to work alongside bargaining unit employees and will not be permitted to work unsupervised.
- c. CO-OP students will work the hours per day and days per week as specified in the individual CO-OP agreement.
- d. CO-OP students will not be paid for the hours and days specified in the CO-OP agreement.
- e. CO-OP students will be permitted to work additional hours on those days they are scheduled to attend the workplace, subject to their being available work and no bargaining unit employee being laid off.
- f. CO-OP students will be paid based on the provincial minimum wage rate for any hours worked outside the hours specified in their CO-OP agreement.
- g. CO-OP students will not be required to pay union dues nor will they have any rights or benefits under this Collective Agreement.
- h. CO-OP students shall be permitted to work overtime only after it has been refused by the bargaining unit employees who normally perform that work and have refused it.

2. SUMMER STUDENTS

To provide increased opportunities for summer vacation and to support the needs of the Company, the Company shall have the right to hire a maximum of three (3), unless the parties agree otherwise, students to fill bargaining unit jobs during the institutions established summer break.

The following conditions shall apply to all summer students:

- a. Summer students shall be permitted to work overtime only after it has been refused by the bargaining unit employees who normally perform that work and have refused it.
- b. Summer employment shall be open to all children of bargaining unit employees provided they are a full time high school senior or attending college/university. Selection shall be done by random draw from all qualified applicants. The Company will provide to the Chairperson the names of all qualified applicants prior to the draw for verification.
- c. No bargaining unit employee will be laid-off or have their regular scheduled work day or regularly scheduled work week reduced while summer students are employed.
- d. Summer students will not be permitted in a department if that department has any bargaining unit employee on lay-off status.
- e. Summer students shall be paid based on the Provincial minimum wage rate.
- f. Summer students shall pay Union dues according to the Unifor constitution.

- g. Summer students are not eligible for benefits of any kind and shall not be permitted to take vacation time.

3. CONTRACT WORKERS

To support fluctuating workloads, the Company shall have the right to hire a maximum of five (5) contract workers in any calendar year, unless the parties agree otherwise, subject to the following:

- a. Offers of employment to contract workers must contain the employment contract start and end date. A copy will be provided to the Chairperson.
- b. Maximum duration of any contract is four (4) months in length and is non-renewable.
- c. Contract workers can be hired to work any number of hours per day and days per week, subject to the needs of the business and applicable legislation.
- d. No bargaining unit employee will be laid-off or have their regular scheduled work day or regularly scheduled work week reduced while contract workers are employed.
- e. Contract workers will not be permitted in a department if that department has any bargaining unit employee on lay-off status.
- f. When a contract worker has the same skill & ability as a bargaining unit member, the bargaining unit member will be offered overtime after completing their regular scheduled hours within the provisions of the ESA.
- g. Contract workers shall pay Union dues according to the Unifor constitution.
- h. Contract workers are not eligible for benefits of any kind and shall not be permitted to take vacation time.
- i. Contract workers who immediately accept full time employment with Jobsite after having completed their contract period, will have their probationary period reduced by the time worked as a contract employee.
- j. Contract workers shall be paid, at a minimum, the lowest wage specified in the wage grid in Article 32 of this Collective Agreement.
- k. Contract workers shall be permitted to work overtime only after it has been refused by the bargaining unit employees who normally perform that work and have refused it.

4. 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 the Payroll Department.
- 2. Once enrolled employees will be able to elect to deposit and withdraw overtime hours from their bank at any time.
- 3. Banked overtime will be deposited as equivalent regular time hours (i.e. 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 be allowed to bank up to 80 hours per calendar year, however no more than 80 hours may be in an employee's bank at any time.
- 5. Deposits to banked time will be indicated by the employee and withdrawals will be requested through the local branch Manager or as otherwise specified.
- 6. Withdrawals will be paid on the employee's next regularly scheduled paycheck.

7. The current dollar value of the overtime bank will be made available to employees.
8. Employees will be permitted to take a maximum of forty (40) hours of scheduled banked time off in any vacation 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 vacation 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 vacation year to the next. All banked time will automatically be paid to employees on the first paycheck in January of each year.

5. TOOL ALLOWANCE

The company will provide a tool replacement program for employees in the classification of Technician Levels 2, 3, 4 and Electrician as follows:

Broken Hand Tools:

Most hand tools are guaranteed against breakage by the manufacturer. Any tool broken in the normal course of business not covered by a manufacturer's guarantee will be replaced by the Company. If the replacement tool is a brand upgrade from the broken tool, the technician will pay the cost differential.

Lost, Damaged or Stolen Tools:

The Company will replace for equal value the tools of any employee which are lost, damaged or stolen while on Company business. This benefit will be provided as long as the employee has submitted a list of tools to the Service Manager within thirty (30) days of the signing of this Agreement and the tool(s) in question are noted on the list. It is also assumed that this list(s) will from time to time be updated by the employee(s). This understanding requires that the employee will exercise due diligence in the care and control of his tools.

Modified Tools:

The Company will replace a technician tool that was modified to perform a specific repair. The modified tool becomes the property of the company.

All replacement tools will be purchased by Jobsite from one of our current vendors. Tool cost is determined to be the landed cost of tool(s) plus applicable taxes. This program will allow for a maximum of three hundred dollars (\$300.00) per calendar year per eligible employee. If a tool requested is more than the available allotment, the employee will be required to pay the overage amount. The Service Manager has sole discretion on approval of the purchase. Tool allowances do not carry over from year to year and are forfeited on December 15th of each calendar year.

6. UNIFORMS

All seniority employees in the classifications of Electrician, Technician, Warehouseperson, Shipper/Receiver and Driver will be supplied uniforms, maintained by the company, as follows:

11 pairs coveralls
or
11 pairs of pants and shirts
or
any combination of coveralls and pants/shirts

Those employees issued a company uniform will be required to wear the uniform during working hours.

In addition, at the company's discretion, those employees assigned jackets can hand them in for washing periodically at the company's expense.

7. ON CALL

Company will maintain current on call procedure/practice. In the event issues arise with the on call process, the Company and Union agree to meet and discuss changes to the process.

The company will endeavour to use bargaining unit members who have expressed interest for after-hours call outs. The Company will periodically survey these employees who wish to be put onto the on call list.

8. SERVICE CALLS

From time to time, employees may be required to work at customer locations. In such circumstances, employees will be provided with a company vehicle (or in the event a company vehicle is unavailable they may agree to use their own vehicle and be compensated for mileage as per Company policy). Employees will be eligible for a meal allowance of up to fifteen dollars (\$15.00), supported by receipts, when on a service call in excess of five (5) hours.