

# Collective Bargaining Agreement

Between

UNIFOR

On behalf of its members in Local 333-50



**UNIFOR**

theUnion | lesyndicat

**March 1, 2025 to February 29, 2028**

BSR/koCOPE343

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## **ARTICLE 1 - RECOGNITION AND SCOPE**

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and working conditions for the Company employees at its Repair and Remanufacturing Shops and Warehouses located in the GTA who are employed in connection with the repair, assembly and distribution of computer and office equipment, and office, clerical and technical employees save and except supervisors, persons above the rank of supervisor, engineers, CTAC employees, members of the Human Resources, Finance and IT Departments, and persons employed in a confidential capacity. In the event that the parties cannot agree on whether a person is employed in an excluded capacity, the Union shall have right to have the issue addressed through the grievance and arbitration provisions in this Agreement.

## **ARTICLE 2 - PURPOSE**

2.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which may arise with respect to matters covered by this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it has been and still is the exclusive right of the Management of the Company to:

- hire,
- lay-off,
- discharge,
- classify,
- transfer,
- promote,
- demote or discipline employees,

subject to the right of the employee concerned to lodge a grievance in accordance with the grievance procedure.

3.02 The Union acknowledges the exclusive right of the Company to operate and manage its business in all respects in accordance with its obligations and generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of work areas, the methods to be used in operations, schedules, kinds and location of machines and tools to be used, processes of manufacturing, repairing, warehousing and installing and the control of material and parts to be used.

## **ARTICLE 4 - RELATIONSHIP**

4.01 In order to meet the challenges which face the Toronto plant today and, in the future, the parties agree that we have a common interest in continuously

improving our workplace in order to better serve our customers and to create jobs which are valuable, interesting and secure.

We agree that the long-term success of the Toronto plant depends upon all employees becoming involved in decisions which affect them.

We agree to work together to encourage employees, both as individuals and as members of teams, to participate fully in creating a more prosperous workplace. We agree to meet regularly and to resolve issues as they develop through joint problem-solving techniques.

We will endeavor to build upon our strong relationship through open and meaningful communications, mutual respect, and support.

4.02 The Union agrees to furnish the Company with the names of the personnel authorized to represent it (the Union) in its relations with the Company. The Local covered by this Agreement agrees to keep the Company currently advised of their officers and stewards.

4.03 The Company agrees that there shall be no discrimination by the Company, or any of its agents, against any employee or group of employees because of membership or non-membership in the Union. Employees shall not be subject to prejudice or discrimination solely because of presenting grievances for themselves or other employees.

**The Company and the Union agree that there shall be no discrimination against any employee contrary to the *Ontario Human Rights Code*, as amended from time to time.**

4.04 The Union agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees, for the reason that they are or are not members of the Union.

4.05 The Union agrees that there will be no Union activities during working hours except those which are necessary in connection with the handling of grievances and the enforcement of this Agreement.

4.06

- (a) The Company and the Union will meet two (2) times each year to review subjects of concern to either Party. The Union and the Company will submit items for the agenda at least two (2) weeks in advance of the meeting date.
- (b) Special meetings between the Company and the Executive and Grievance Committee of the Union shall be held as required, either on the request of the Company or the Union. These meetings will be held within four (4) weeks following receipt of the submitted agenda by either party.

This time limit may be extended where required, upon mutual agreement of the parties

- 4.07 The Company agrees to permit representatives of UNIFOR to enter the Company's property for the purpose of transacting business arising out of this Agreement, provided said representatives are accompanied through the plant by a representative of Management, and with the understanding that this will not interfere with the Company's business.  
If the work location of the employee or employees is on other than the Company's property, the Company agrees to co-operate with the Union in endeavoring to obtain permission to enter said property for the purpose hereinbefore set forth in this section.
- 4.08 Bargaining Committee members will be paid for all time lost from work due to attendance at negotiations.
- 4.09 In this Collective Agreement words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural singular, where the text so indicates.
- 4.10 Any reference to Business Unit and/or Department shall be deemed to be interchangeable.
- 4.11 Unless so otherwise noted, any reference to day or days means calendar day or days as the case may be

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.01 During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slowdown, strike or any other stoppage of or interference with work which would cause any interruption in work

#### **ARTICLE 6 - SENIORITY**

- 6.01 Seniority shall commence on the date of entry into the bargaining unit and shall accumulate for the full period of employment in the bargaining unit subject to the following conditions:
- 6.01.01 Seniority shall terminate for the following reasons:
- (a) Voluntary resignation.
  - (b) Discharge for just cause if not reversed through the grievance procedure.
  - (c) Absence from work for three (3) or more consecutive working days without the Company being notified.  
It is considered in such circumstances that the employee has resigned voluntarily unless a satisfactory reason is provided.
  - (d) Inability to return to work within two (2) years after sick benefits (if any) or long-term disability benefits (if any) have expired.

- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and given satisfactory explanation for not returning at the end of the first week.

When the term of employment following recall would be of short duration, the refusal of an employee to accept recall to such employment would not result in termination of seniority.

- (f) It is agreed that laid-off employees being recalled will be permitted to give their present employer reasonable notice of termination in order to accept recall.

- (g) Failure to return from lay-off within the "Seniority Maintains" times outlined in 6.01.03.

- (h) A laid-off employee who is recalled to work and is unable to return due to sickness, accident or maternity shall not lose his recall rights.

A laid off employee who is recalled to work and is unable to return as a result of being in attendance in a full time education program at a recognized university/college or other recognized training institution at the time of recall shall not lose recall rights but will be required to return immediately following completion of the current semester.

Appropriate proof of registration must be provided

6.01.02 Deductions from seniority shall be made for the following reasons:

- (a) When an employee with less than ninety (90) calendar days continuous service is absent without pay due to sickness, that period of absence up to one (1) month only, in any consecutive twelve (12) month period, will be granted upon return to work.
- (b) Any period of leave of absence in excess of one (1) month in any consecutive twelve (12) months for which approval is granted without credit for continuous service.

6.01.03 An employee will accumulate and/or maintain seniority during lay-off as follows:

- (a) Employees with less than one (1) years' service
  - twelve (12) months
- (b) Employees with more than one (1) years' service
  - twenty-four (24) months

6.01.04 An employee, whose employment with the Company terminated while employed in this bargaining unit and who is subsequently re-employed, shall be credited with previous seniority in the bargaining unit as follows:

<u>Period of Service Break</u>	<u>Previous Continuous Service Credited</u>
1 month or less	at time of re-employment
Greater than 1 month but less than 1-year	after completing a period of Continuous Service equivalent to the period of service break

1 year or more                      after completing 1 year of  
Continuous Service

## **6.02                      Seniority List**

6.02.01                      A Seniority List shall be compiled and posted monthly.  
The list shall show the employee's continuous service date, seniority and job classification.

The Union shall be furnished with four (4) copies of the monthly Seniority List. This listing will be provided to the union not later than the 15th of each month.

6.02.02                      New employees shall be considered as probationary employees and shall hold no seniority rights under this Agreement for the first ninety (90) calendar days. This ninety (90) calendar day period may be extended by the total number of full working days of absence due to vacations, bereavement leave, illness or approved leave of absence.

Probationary employees are eligible to become members of the Union and are covered by all the provisions of the Agreement except that, where the employee's service is terminated during the probationary period, and such termination of employment shall not be subject to the grievance procedure. After the expiration of the probationary period, their names shall be placed on the Seniority List and they shall acquire seniority rights.

6.02.03                      When two or more employees have the same Local Seniority (L.S.) date the employee with the lowest employee number will be senior.

## **6.03                      Promotions and Vacancies**

### **6.03.01 Job Postings**

When a vacancy occurs within the bargaining unit, the position will be posted for three (3) working days on the bulletin boards so that interested employees can apply.

A copy of the posting will be given to the Union in advance.

The job posting will contain the following information:

- nature of the position,
- qualifications,
- shift,
- Start and End times of the shift,
- wage rate,
- if applicable, whether the wage rate is subject to review and
- if applicable, hourly premium

Vacancies will, whenever possible, be filled by selecting qualified employees from the bargaining unit.

### **6.03.02 Temporary Vacancies**

Postings for temporary vacancies, due to increased workload being those that are expected to be less than three (3) months in duration, will state that the vacancy is temporary and the reason for such vacancy.

Postings for vacancies that arise from leaves of absence (such as pregnancy and parental leave), which are expected to be more than three (3) months but less than twenty-four (24) months in duration, will state that the vacancy is temporary.

An employee, who is placed in temporary position, as contemplated by this Article, will be paid the rate of the posted position.

An employee who has filled a temporary vacancy will be permitted to return to his former job, or a comparable job at the same job classification level as his previous job at the end of the temporary vacancy.

The time frames contemplated by this Article may be extended by mutual agreement of the parties, and such agreement shall not be unreasonably withheld.

### **6.03.03 Filling of Vacancies**

Where the skill, ability and qualifications of applicants are relatively equal, the employee with the most seniority in the bargaining unit will be awarded the posted position.

### **6.03.04 Familiarization Period**

An employee who is placed in a position in accordance with this Article will be allowed a reasonable familiarization period to perform the job.

During this period, the employee will be given the instructions for the job, as set out in the subject job description.

In the event the employee fails to meet the requirements of the job during the familiarization period, he shall be returned to his previous job, or a comparable job at the same job classification level of his previous job.

### **6.03.05.1 Temporary Jobs**

#### **Outside Agency Employees**

- (a) From time to time, due to unexpected volume/workload increases that are expected to last no more than ninety (90) calendar days, the Employer may need to engage outside third-party agencies to provide labour to perform the necessary work (“Outside Agency Employees”).**
- (b) Outside Agency Employees will not be covered by the terms and conditions of the Agreement, unless and until they are assigned to work at the Employer’s premises for over 90 consecutive days, at which time the Employer shall offer such Outside Agency Employees full time positions within the bargaining unit.**
- (c) The Company will notify the Union of its need engage Outside Agency Employees no less than twenty-four (24) hours in advance, together with information on the anticipated number of Outside Agency Employees and the locations in which they will be assigned.**
- (d) The Company confirms that it is not its intention to replace full time bargaining unit positions or employees with Outside Agency Employees, and that Outside Agency Employees are to be engaged solely to fill immediate demands that cannot be predicted in advance.**

#### **Temporary Jobs**

- (e) Temporary jobs will be posted in accordance with the above procedures, it being understood, however, that the Employer may hire Outside Agency Employees concurrent with the posting.**
- (f) Outside Agency Employees hired into temporary jobs will not acquire seniority standing, unless and until they are permanently hired by the Employer. A temporary employee will become a permanent employee if he continues to work for more than ninety (90) calendar days.**
- (g) Outside Agency Employees will be paid at the start rate for the job classification in which they were hired.**
- (h) Outside Agency Employees who become permanent employees, by operation of this Article or otherwise, will have their seniority backdated to the date of hire.**
- (i) The Company agrees that it will not engage Outside Agency Employees if qualified employees are laid off.**
- (j) The Company will notify the Union of its need to hire Outside Agency Employees no less than twenty-four (24) hours before the job is posted.**

**The Company will inform the Union the number of temporary employees, where they are stationed and if any temporary employee becomes permanent through the operation of this Article within twenty-four (24) hours of the employee becoming permanent.**

**(k) The Company confirms that it is not its intention to replace full time bargaining unit positions or employees with temporary employees.**

**(l) Any temporary jobs will be posted internally for full-time seniority employees as per 6.03.02 (Temporary Vacancies)**

6.03.06 When a new job classification, which is covered by the terms of this Agreement is established by the Employer or when an existing job classification is substantially altered so that it is tantamount to a new job classification, the Employer shall meet with the Union to negotiate a mutually satisfactory rate of pay.

If the parties are unable to agree, the Employer shall establish a wage rate and should the Union disagree with the wage rate as established the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement if submitted within thirty (30) calendar days of the meeting.

The decision of the sole Arbitrator shall be based only on the relationship established by comparison of the new job with other existing classifications at the plant, having regard to the requirements and duties of such job classifications.

6.03.07 The Company will post notices of first line supervisory jobs and non-supervisory jobs outside the bargaining unit in the Toronto Plant. Written applications from the bargaining unit employees will be considered before an appointment is made.

6.03.08 When qualifications for a job are determined by written, **practical or theoretical** tests, the following shall apply:

- (a) The Union will be advised upon request of the name of any employee(s) taking the test.
- (b) Test will be scheduled no earlier than five (5) working days after the completion of the posting period.
- (c) The employee and the Union will be advised of the required pass mark.
- (d) If there is any complaint following the taking of any test, the test and results shall be shown to and discussed with the employee alone or with the steward present if the employee so requests. In addition, the test and results will be shown to and discussed with the Union upon request.

- (e) If no employee within the bargaining unit achieves a passing mark, the Company will discuss with the Union the possibility of filling the job, by providing additional training to someone within the bargaining unit, prior to hiring from outside.
- (f) In the interest of assisting employees wishing to further their technical knowledge, the company will provide the following on request:
  - i. a general outline of the technical areas to be covered by the test, e.g. theory, troubleshooting and analysis of analogue amplifiers and microprocessor-based circuits; digital logic, etc., and a list of textbooks or other publications covering the content of the test.
  - ii. feedback to employees that have failed tests regarding general areas requiring improvement.
  - iii. access to technical reference materials related to areas to be tested, subject to availability. Preference in supplying copies of this material will be given to applicants for a job requiring the test or to employees who have failed the test.

**6.04 Effect of Lack of Work**

- 6.04.01 When lack of work necessitates decreasing the number of employees, layoff will occur in accordance with the following procedures:
  - Probationary Employees in the business unit in the affected Job classification shall be laid off first.
  - If a further reduction is necessary, employees with the least seniority in the business unit in the affected job classification shall be placed on layoff from their present job next.
  - An employee who is on layoff in a business unit in an affected job classification may, displace an employee with lessor seniority in an equal wage classification firstly and in a lessor job classification as a second step; provided the employee has previously performed the work being done by the junior employee or provided the work he has performed in previous assignments satisfactory within the normal familiarization period as set out in Article 6.03.04.
- 6.04.02 An employee who chooses not to bump into a job classification he is capable of performing but bumps into a lower job classification, will not be entitled to the "red-circling" provisions outlined in 32.01.
- 6.04.03 If the surplus employee cannot be placed on a job classification in accordance with the above paragraphs he shall be laid off.
- 6.04.04 **The Employer will endeavour to give the employee(s) affected and the Union four (4) weeks' notice of layoff in writing, unless providing such notice is impractical in the circumstances.**

- 6.04.05 Prior to hiring new employees, the Company will recall laid-off employees in accordance with Article 6.04.06.
- 6.04.06 Employees will retain recall rights as follows:
- (a) Employees with less than one (1) year of service at the time of layoff - twelve (12) months
  - (b) Employees with more than one (1) year of service at the time of layoff – twenty-four (24) months.
  - (c) Failure to accept any offer of employment will terminate the above rights subject to the provisions of 6.01.01 (e).
- 6.04.07 Laid-off employees will be recalled in order of their seniority at time of lay-off provided such employees are able to meet the normal requirements of the available job vacancies within the normal familiarization period and provided they have kept the Company informed of any change of address and have not refused an opportunity for employment when called by the Company.
- The Company agrees that it will send a registered notice to the last recorded address.
- The Company will provide the local Union with a list of all employees who refuse recall as well as a list of those employees that the Company is attempting to contact via registered notice.
- 6.04.08 Laid Off employees must accept recall to any permanent job in their former classification.
- 6.04.09 Employees going through the layoff process may request the attendance of a local Steward or Union Officer at any meeting related to the layoff.
- 6.04.10 Employees who are actively at work and have been displaced from their business unit job classification will have a recall right to their former job classification, for a period of twelve (12) consecutive months.
- 6.04.11 **Temporary Transfers**  
When temporary transfers due to production needs require movement of employees to a different classification:
- (a) Employees transferred to a lower rated classification will be paid their regular rate of pay for the duration of the transfer.
  - (b) Employees transferred to a higher rated classification will be paid that rate.
  - (c) Transfers will not exceed thirty (30) calendar days. The time limit may be extended by mutual written agreement of the parties.

## ARTICLE 7 - CONTINUOUS SERVICE

7.01 Continuous service begins on the date of hiring in the Company and accumulates for the full period of employment with the Company subject to the following conditions:

7.01.01 Continuous service shall terminate for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause if not reversed through the grievance procedure.
- (c) Absence from work for three (3) or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless a satisfactory reason is provided in a timely manner.
- (d) Inability to return to work within two (2) years after sick benefits (if any) or long-term disability benefits (if any) have expired.
- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and given satisfactory explanation for not returning at the end of the first week. When the term of employment following recall would be of short duration, the refusal of an employee to accept recall to such employment would not result in termination of continuous service.
- (f) It is agreed that laid-off employees being recalled will be permitted to give their present employer reasonable notice of termination in order to accept recall.
- (g) Failure to return from lay-off within the "Continuous Service Maintains" times outlined in 7.01.03.
- (h) A laid-off employee who is recalled to work and is unable to return due to sickness, accident or maternity shall not lose his recall rights. A laid off employee who is recalled to work and is unable to return as a result of being in attendance in a full time education program at a recognized university/college or other recognized training institution at the time of recall shall not lose recall rights but will be required to return immediately following completion of the current semester. Appropriate proof of registration must be provided.

7.01.02 Deductions from continuous service shall be made for any personal leave of absence in excess of one (1) month in any twelve (12) months for which approval is granted.

7.01.03 Continuous service shall be bridged for the following reasons:

- (a) An employee whose term of employment has been broken and who is subsequently re-employed shall be credited with previous Continuous Service in the following manner, provided that the employee had six (6) months or more of previous continuous service when term of employment was broken:

<u>Period of Service Break</u>	<u>Previous Continuous Service Credited</u>
One (1) month or less	at time of re-employment
Greater than one (1) month but less than one (1) year	after completing a period of Continuous Service equivalent to the period of service break
One (1) year or more	after completing one (1) year of Continuous Service

## **ARTICLE 8 – SEVERANCE UPON CLOSURE OF BUSINESS**

8.01 In the event of a total phase out of the Toronto operations the following severance payments will apply:

One (1) year but less than five (5) years' service

- 1.50 weeks per each year of service

Five (5) years but less than ten (10) years' service

- 1.75 weeks per each year of service

Ten (10) years' service and over

- 2.00 weeks per each year of service

Benefits will be paid for three (3) months after the employee's last day worked.

8.02 The employer will endeavour to give a minimum of three (3) months' notice in the event of a worksite closure.

The parties agree to meet to negotiate all terms and conditions of the closure except as outlined above.

## **ARTICLE 9 - TECHNOLOGICAL CHANGE**

9.01 Where the Company introduces plant equipment or material different from that in place, or modifies current plant equipment, with the resulting direct displacement or job classification reduction of ten (10) or more employees, the Company will notify the Union as soon as planning is sufficiently advanced for definite intentions to be tabled.

The Company will update this information if significant new developments or modifications arise.

As soon as possible, the Company will subsequently meet with the Union to provide information such as:

- (a) The nature of the change
- (b) The approximate planned date of implementation

- (c) The estimated number, type, job classification and department of employees affected by the change.
- (d) The effects the change may be expected to have on the employees affected.

**ARTICLE 10 - HEALTH AND SAFETY**

- 10.01 The Company will maintain adequate sanitary arrangements throughout work areas and provide proper safety devices.
- 10.02 No employee shall be required to operate or use any machine, tool, die or other equipment that is not in safe working order.
- 10.03 In case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment and physically handicapped as a result thereof, every effort will be made to give such suitable employment by the Company as is available.
- 10.04 In case of employees returning from sickness if physically unable to do the same work or work similar to that which they were doing prior to their sick leave, the Company will endeavor to find such suitable work as may be available.
- 10.05 Where the work involved requires the use of safety glasses, they will be supplied by the Company.

In cases where prescription glasses are required the Company will supply the initial prescription and subsequent replacement when the prescription changes.

Replacement shall not be more frequent than one (1) per year.

**10.06 Health and Safety Committee**

- 10.06.01 There shall be a Health and Safety Committee consisting of:
  - four (4) members,
  - two (2) of whom shall be selected by the Union from among the employees in the bargaining unit and
  - two (2) to be selected by the Company.
- 10.06.02 The Company shall circulate to the employees and post where appropriate, a notice of the names of each member of the Committee and any subsequent changes.
- 10.06.03 The Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

- 10.06.04 A member of the Committee shall be entitled to such time away from his work as is necessary to attend meetings or to carry out any other functions as a member of the committee, and any time spent by the member while carrying out any of his functions as a member of the Committee shall, for the purpose of calculating wages owing to him, be deemed to have been spent at work.
- 10.06.05 The Committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings.
- 10.06.06 The duties and functions of the committee shall be:
- (a) The receipt, consideration and expeditious disposition of complaints relating to the health and safety of the employee's represented by the Committee.
  - (b) The establishment and promotion of health and safety programs for the education of the employees represented by the Committee.
  - (c) Participation in all inquiries and investigations on matters pertaining to occupational health and safety including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters.
  - (d) Developing, establishing and maintaining programs, measures and procedures for the protection or improvement of the health and safety of employees.
  - (e) Monitoring programs, measures and procedures related to the health and safety of employees on a regular basis.
  - (f) Requesting from the Company such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment.
  - (g) Any other duties and responsibilities assigned to joint health and safety committees by applicable legislation.

## **ARTICLE 11 – MANAGEMENT AND BARGAINING UNIT WORK**

- 11.01 Managers and Supervisors shall act in a supervisory capacity as in the past, and shall not perform any additional work or operation regularly performed by workers and operators, except:
- (a) in cases of emergency or when competent regular employees are not available,
  - (b) From inception to “go-live” date when associated with a New Program or Product Introduction (NPI). The Union will be notified a minimum of two (2) weeks in advance of the inception date.
  - (c) for the purpose of instructing employees.

## **ARTICLE 12 - BULLETIN BOARDS**

- 12.01 The Company will supply Bulletin Boards wherever practicable to be used by the Union for posting notices with respect to Union activities.
- 12.02 Prior Company approval will not be required to post only the following:
- (a) Notice of meetings, social events and Union elections and referendum votes.
  - (b) Results of elections and referendum votes.
  - (c) Proposed by-law changes.
  - (d) Lists of local officers, representatives, stewards and their addresses and telephone numbers.
  - (e) Local by-laws.
  - (f) Collective agreement.
- 12.03 When Company notices which refer to the Union are to be posted; the Company agrees to advise the Union of the contents thereof before such notices are posted.

## **ARTICLE 13 - GRIEVANCES**

### **13.01 General:**

- 13.01.01 The Company agrees to pay employees (except those on leave-of-absences) who are UNIFOR - Local 333-50 representatives, for reasonable time spent in the proper administration of this Agreement during regular working hours.
- The Union also agrees that Stewards as well as other UNIFOR - Local 333-50 officers will not leave their regular duties without obtaining permission from their immediate supervisor and will report back to their supervisor on the resumption of their regular duties.
- 13.01.02 The Union may require the attendance of a UNIFOR - Local 333-50 Executive other than a member of the Grievance Committee at any meeting at which grievances are discussed.
- The Company will not pay such representative for time so spent.
- 13.01.03 The Company undertakes that it will not attempt to settle any grievance directly with an employee if his grievance has already been discussed with the Company by the Union.
- Nothing in this Agreement shall be interpreted as preventing an employee from taking a complaint or question which is not in process as a grievance up through the regular line of Company organization as an individual.
- 13.01.04 Any period of time specified in the grievance procedure clauses may be extended by mutual agreement, in writing.

13.01.05 At any stage of the grievance procedure UNIFOR - Local 333-50 may have the assistance of the employee or employees concerned and any necessary witnesses in either case to a maximum of two (2) unless otherwise mutually agreed upon.

All reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and to confer with the necessary witnesses.

**13.02 Grievance Committee and Stewards:**

13.02.01 The number of stewards necessary to carry out this Agreement will be a maximum of five (5) stewards.

In addition, the Company agrees to recognize a Chief Steward designated by the Union.

13.02.02 The Company agrees to recognize a Grievance Committee of three (3) members to be chosen by the Local from a panel of the permanent Stewards and Executive of the Local.

The Steward in whose group the grievance has arisen, and who is not already a member of the Grievance Committee, may become an additional member when that grievance is discussed.

**13.03 Grievance Procedure:**

13.03.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible.

If an employee has any complaint, it shall first be presented verbally to the employee's immediate supervisor.

The employee may have the assistance of his Steward in presenting the complaint if he so desires.

If, having allowed reasonable time for the adjustment of the complaint, (to a maximum of three (3) working days), an employee is dissatisfied with the disposition of the complaint, Step 1 of the Grievance Procedure may then be invoked.

**13.03.02 Step 1**

If a satisfactory adjustment to the complaint of the employee has not been made within the three (3) working days time limit specified in paragraph 13.03.01, a steward or a local executive member shall, within a further period of five (5) working days state the matter in writing on a grievance form and present it to the employee's immediate Supervisor.

Within five (5) working days of receiving the written grievance, the supervisor will meet with the grievor and steward to discuss the grievance.

The Supervisor shall state his decision or refusal to make a decision in writing with appropriate reasons within five (5) working days after the meeting was held and deliver a copy to the Steward.

**13.03.03 Step 2**

If the grievance is not settled to the satisfaction of the employee at Step 1, the Steward may, within a further period of five (5) working days, refer the grievance to Step 2 by submitting it to the next appropriate level of management (i.e., Program Lead).

Once submitted a meeting will be held within three (3) working days to discuss the grievance.

The grievor, the Steward, the Program Lead and a representative of Human Resources will attend this meeting.

The meeting shall be held within three (3) working days after notice is received by the Company.

The Company's answer shall be given in writing within five (5) working days after the date of the meeting.

**13.03.04 Step 3**

Failing satisfactory adjustment at Step 2, the Union shall within a further period of ten (10) working days refer the grievance to the Director of Operations.

The Step 3 meeting will be held within ten (10) working days from the receipt of the grievance or a mutually agreeable date and time.

In attendance at this meeting will be the grievor (if the grievor wishes to attend) the Local Grievance Committee, the National Representative, the HR Manager, the Program Lead in which the grievance took place and any other representatives of the Company as may be required.

This meeting shall be convened and chaired by the Director of Operations.

The Company's final decision shall be issued by the Director of Operations, in writing, and shall be given to the Union within a period of ten (10) working days after the date of this meeting.

**13.03.05 Step 4**

The Grievance Committee will meet to review the Step 3 response from the Director of Operations.

13.03.06 Grievances relating to suspensions, terminations or dealing with issues of harassment will be filed at Step 3

**13.03.07 Group Grievance**

The Employer will recognize a group grievance as one which affects more than one (1) employee with respect to whom the issues and facts are the same. A group grievance shall commence at Step 1.

**13.03.08 Policy Grievance**

Any differences arising directly between the Union and the Employer, relating to the interpretation, application, or alleged violation of the Collective Agreement may be presented by either party at Step 3 as a Policy Grievance within five (5) working days after the date when the Union or the Employer first became aware of the event giving rise to the grievance and the grievance will then be dealt with in accordance with the framework.

It is understood, however, that the provisions of this article shall not be used with respect to a grievance directly affecting an employee(s) and that the regular grievance procedure shall not be bypassed.

13.03.09 Officers or the Chief Steward of the Local may present a grievance on behalf of an employee or group of employees at any time, which in their opinion, may affect the employees either as individuals or as a group, regardless of whether the action is taken as a result of a complaint by an individual or as a result of personal observation.

Depending upon the nature of the grievance, and by mutual consent, such grievances may be presented verbally to the supervisor affected or at any other appropriate step in the grievance procedure.

**ARTICLE 14 - ARBITRATION**

14.01 If the grievance has not been settled to the satisfaction of both parties, it shall, if requested by either party to this Agreement, be referred to arbitration.

The request for arbitration must be made within thirty (30) calendar days after the decision of the Company has been given.

14.02 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement.

Within ten (10) working days thereafter, or such longer period as may be mutually agreed upon, the parties will endeavor to agree upon a single Arbitrator.

If agreement cannot be reached on the selection of the Arbitrator, then the appointment of the single Arbitrator will be made by the Minister of Labour upon the request of either party.

The time limit mentioned in this clause is not mandatory but merely discretionary and any breach of this limit shall not result in the dismissal of an arbitration application.

- 14.03 Each of the parties hereto will jointly bear the expense of the single Arbitrator.
- 14.04 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 14.05 A grievance claiming an employee has been unjustly discharged or otherwise disciplined may be settled by:
- (a) confirming Management's action discharging or disciplining the employee, or
  - (b) re-instating the employee with full compensation for time lost, less earnings from other sources, or
  - (c) any other penalty which is just and equitable in the opinion of the arbitrator.
- 14.06 The proceedings of the arbitration will be expedited by the parties hereto and the Arbitrator. The decision of the Arbitrator will be final and binding upon the parties hereto.
- 14.07 The conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and confer with the necessary witnesses.
- 14.08 The Company will not reimburse employees for pay which is lost in connection with arbitration proceedings.

#### **ARTICLE 15 - DISCIPLINARY ACTION**

- 15.01 The Employer reserves the right to discipline or discharge any employee for just cause provided that a claim by an employee who has successfully completed his probationary period that he has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 15.02 An employee who has completed his probationary period and is disciplined or discharged shall be advised at the time in writing of the reason for such discipline or discharge.

Subject to Article 15.04.01, where a Steward or local union officer is present, the Steward or local union officer will also be provided with a copy of the discipline at that time.

Where a Steward or local union office is not required to be present in accordance with Article 15.04, the local union shall be e-mailed a copy of the written disciplinary action within twenty-four (24) hours after the date on which the action is taken.

15.03 All notices of disciplinary action will be removed from the employee's file after twelve (12) months, provided that the employee has been discipline free during that period of time.

15.04 When an employee who has completed his probationary period is being disciplined, except as indicated in 15.04.01, they may request the attendance of a Steward or local union officer, as an observer.

15.04.01 When an employee who has completed his probationary period is being suspended, demoted, discharged or given a final warning a Steward or local union officer shall be present as an observer.

As an observer, the Union Steward may ask for clarification of Company statements and the facts related to the disciplinary action.

15.05 Grievances relating to suspensions, terminations or dealing with issues of harassment will be filed at Step 3.

15.06 An employee who is discharged while in the Plant will, upon request, be entitled to speak with his Steward for a period of up to one (1) hour before being requested to leave the Plant premises, unless the circumstances giving rise to his discharge involved violent or potentially violent behaviour.

## **ARTICLE 16 - LEAVE OF ABSENCE FOR UNION DUTIES**

16.01 The Company agrees that leave of absence without pay but with maintenance of continuous service, seniority and pension rights and benefits to which they would otherwise be entitled shall be granted to a limited number of employees in order to carry out the proper administration of the Agreement or for union educational purposes.

Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year.

At the expiration of the leave, the employee shall be reinstated in the same job he held with the Company when the leave was originally granted, provided such job still exists.

If the job no longer exists, the employee will be placed in a job in the same manner as if he were deployed as surplus from his former job.

16.02 At the request of the National Union or the Local Union reasonably in advance of the proposed leave of absence date and confirmed in writing, the Company may grant a leave of absence not to exceed one (1) month in any one leave to a member of the Local in connection with arbitration, education or other Union activities.

In the case of a Local Officer, Steward or Bargaining Rep., the Company shall grant such a requested leave: however not more than half of this group, except by mutual agreement, shall be off at any one time.

16.03 Where an Officer, Steward or member of the Union is granted leave of absence for union activities, upon written authority from the Union or the Local, the Company will pay the employee his regular pay for the time not worked during his regular hours of work, not to exceed one (1) month for any one (1) leave.

The Local shall reimburse the Company for such payments.

16.04 The President, Vice-President, Treasurer, Secretary, Educational Director and Chief Steward shall not be moved from the Greater Toronto Area (GTA) during their term of office without agreement of the Union.

If the officer affected agrees to such move that shall constitute agreement by the Union as used in this section.

16.05 The Union agrees to cooperate with the Company in order that disruption of business may be minimized.

16.06 Union officers can elect to be assigned to day shift operations.

**16.07 Paid Education Leave (PEL)**

The Company agrees to pay into a special fund two cent (2¢) per hour per employee for all hours paid, for the purpose of providing paid education leave (P.E.L.).

This paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions.

Such monies are to be paid on an annual basis on a separate cheque from the Social Justice Fund, into a trust fund established by the National Union UNIFOR and sent by the Company to the Secretary Treasurer, UNIFOR.

Information detailing the time frame for which the cheque is being submitted, the number of members and the amount will be supplied.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) working days of class time, plus travel time where necessary, in any twelve (12) month period from the first day of leave.

Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Further, when a single course extends beyond twenty (20) working days up to a maximum of forty (40) working days, or, where a multi-part course requires up to forty (40) working days, such extended leave may be granted by the Company upon written request by the Union.

Where leave in excess of twenty (20) working days is granted, the employee will continue to accrue seniority and continuous service.

Leaves of absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave.

The Company will ensure that employees are not prevented from taking such leaves of absence on an ongoing basis due to the unavailability of qualified replacements.

The Union will, on an annual basis, provide the Company with an audited report of P.E.L. Trust Fund disbursement of monies received from the Company.

#### **ARTICLE 17 - DEDUCTION OF UNION DUES**

17.01 As a condition of employment with the Company, all employees covered by this Agreement will pay the regular Union dues, commencing with their first payroll week in the bargaining unit and the Company will deduct weekly, through payroll deductions, an amount equivalent to the regular dues.

17.02 Union dues deductions will be made from the balance remaining after all other compulsory deductions and deductions authorized by the employee are made.

In the event an insufficient amount remains after all other deductions, no deduction will be made in that pay period, but an additional amount equivalent to such dues deduction will be made in a future pay period to compensate.

It is agreed that the Union will keep the Company harmless from any claims which may be made against it by an employee for amounts deducted from wages as provided in this Article.

17.03 Dues deductions will not be required to be paid during an employee's absence without pay.

17.04 As soon as possible after the end of the month, the Company will remit to the Secretary-Treasurer of the Union by cheque the amount so deducted, together with a list showing the amount deducted from the wages of each employee.

17.05 Any change in the amount of monthly Union Dues will be certified to the Company by the Secretary-Treasurer of the Union.

A certification in a form acceptable to the Company which changes the dues will become effective on the first pay period of the fiscal month provided such certification has been received by the Company no later than fifteen (15) working days prior to the commencement of such pay period.

#### **ARTICLE 18 - HOURS OF WORK**

18.01 **The normal hours of work shall be eight (8) hours daily, Monday to Friday, in accordance with the practices set out below:**

**The normal hours of work shall be:**

**First Shift: 8:00 a.m. to 4:30 p.m.**

**Second Shift: 10:00 a.m. to 6:30 p.m.**

**Third Shift: Noon to 8:30pm**

**A shift premium of \$1.00/hr. will apply to any regular hours worked after 4:30 pm**

18.02 Breaks:  
Employees shall be given a thirty (30) minute unpaid lunch period and two (2) rest periods not to exceed fifteen (15) minutes during each normal shift.

A five (5) minute wash up period will be granted to employees prior to the start of their scheduled lunch and prior to the conclusion of their scheduled shift.

18.03 The Union recognizes that work requirements are necessarily flexible and agrees that it may be necessary for the Company to alter the starting and stopping hours and to institute additional shifts from time to time, subject to the terms and conditions of this Agreement.

18.04 The Company undertakes to notify the Union before making any lay-off and, in the case of a general lay-off, to discuss with the Union the possible alternative of arranging a shorter workweek.

18.05 Where an employee is required to report for work prior to the commencement of his regular shift, he will be given the opportunity of also working his regular shift.

18.06 When an employee's shift is changed with less than two (2) working days advance notice of the shift change or less than sixteen (16) hours off work prior to the commencement of the first shift of the changed shift schedule, he will be

paid at the rate of time and one-half (1 1/2) for the eight (8) hours of such first changed shift.

The Company will make every effort to avoid such shift changes during a payroll week.

This clause will not apply when:

- i. Shift changes are made by the Company at the employee's request.
- ii. After having been given notice the employee proceeds on vacation or a random day(s) vacation. In such cases the vacation or the random day(s) of vacation will form part of the notice period.

18.07 An employee who has worked overtime ending within the eight (8) hour period prior to the commencement of his regular shift may, if he elects, be off work for a period of eight (8) hours prior to reporting for work.

In such cases, wherever possible, the employee will be given the opportunity to work forty (40) straight time hours during the same payroll week.

## **ARTICLE 19 – OVERTIME**

- 19.01 Overtime will be offered by seniority in the following order:
- a) To the employee in the department in the job classification who normally performs the work.
  - b) To the employees in the department in the same job classification who can perform the work.
  - c) To any other employee capable of performing the work within the same wage grade.
  - d) To any other employee regardless of wage grade.
  - e) In the event an employee who was eligible for an overtime opportunity was bypassed, the employee will be given the next available opportunity.
- 19.02 Employees shall be paid one and one half (1 1/2) times their hourly rate for overtime, except under the conditions covered in paragraphs 19.11 and 19.12.
- 19.03 The number of straight time hours in any one shift shall not exceed eight (8) hours.
- 19.04 Overtime shall be paid for all time worked in excess of eight (8) hours (not including overtime hours) on any one shift in any twenty-four (24) hours from Monday to Saturday inclusive.  
When computing hours worked for overtime calculation, casual lates paid by the Company and/or approved absences will be considered as time worked.
- 19.05 Overtime shall be paid for all time worked in excess of forty (40) hours (not including overtime hours) in any payroll week.

19.06 The Company agrees that as much advance notice as possible will be given to employees when they are required to work overtime.

Overtime in excess of sixteen (16) hours per month is voluntary.

19.07 Employees will be paid twice their hourly rate for all time worked in excess of twelve (12) hours on any one shift in any twenty-four (24) hours.

19.08 Employees will be paid twice their hourly rate for all time worked on a Sunday.

19.09 Employees whose regular work week is Monday to Friday inclusive shall be paid overtime for all time worked on Saturday as follows:

- time and one-half for all time worked on a Saturday up to eight (8) hours and
- Double time for all time worked on a Saturday in excess of eight (8) hours.

Those employees whose regular schedule includes a Saturday or part thereof, shall not be paid overtime on the Saturday, except for hours worked in excess of eight (8) hours, but shall be paid overtime on a 6th shift as follows:

- time and one-half (1 1/2) for all time worked up to eight (8) hours and
- double time for all time worked in excess of eight (8) hours.

#### **ARTICLE 20 - OFF-SHIFT DIFFERENTIAL**

20.01 Should any additional shifts be instituted which are different from the existing day shift, the off-shift differential per hour payment will be discussed with the Union and should there be a disagreement as related thereto, the provisions of Article 6.03.06 shall apply.

#### **ARTICLE 21 - STATUTORY HOLIDAYS**

21.01 **Employees who are not required to work on the under noted holidays (statutory and floaters) will receive their normal pay provided such employees work their scheduled shift the working day preceding and the working day following a holiday.**

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

- 21.02 Employees who work on any of the above holidays officially observed on a day on which an employee would normally work will be paid their holiday pay and, in addition, will be paid double time for all time worked.
- 21.03 When a statutory holiday occurs during an employee's vacation, the employee shall be entitled to one (1) extra day as vacation with pay.

**ARTICLE 22 - VACATION WITH PAY**

- 22.01 Employees will become eligible for vacation with pay each year based on their continuous service with the Company as of January 1 of the current year as follows:
- |                      |                |
|----------------------|----------------|
| 1 to 3 years:        | 2 weeks        |
| 4 to 5 years:        | 3 weeks        |
| Over 5 years:        | 4 weeks        |
| <b>Over 12 years</b> | <b>5 weeks</b> |

For each week of vacation employees shall be paid vacation pay on the basis of forty (40) hours at their regular rate.

- 22.02 Employees with less than twelve (12) months will be paid vacation pay in accordance with the Employment Standards Act.
- 22.03 Employees with one (1) year or more of service, who will complete required years of continuous service after January 1 in any calendar year as follows as per 22.01 shall be entitled to vacation that year on the same basis as if they had attained such continuous service by January 1.
- 22.04
- 22.05 Vacation requests will be submitted by October 31<sup>st</sup> of each year.

Requests for vacation will be granted by seniority subject to operational needs.

After October 31<sup>st</sup> requests will be granted on a “first come” basis, subject to operational needs.

Employees shall be notified of their vacation dates on or before December 1<sup>st</sup> of each year.

Once established, vacation dates shall not be changed, except where the employee and Employer so agree or save and except where business circumstances, which are beyond the control of the Employer, dictate a cancellation/change.

Where cancellation/change of an employee's vacation required by the Employer where business circumstances, which are beyond the control of the Employer dictate, would cause financial loss to the employee, the employee will have the right to refuse a request to cancel/change his vacation.

22.06 Commencing in the year 2020 vacations will not be cumulative and must be completed in the calendar year as entitled, except that employees may carry over up to five (5) vacation days to be used before April 30 of the following year.

22.07 Upon termination of employment or long term lay off an employee will be paid for any unused or unpaid vacation based on the schedule in 22.01.

### **ARTICLE 23 - MINIMUM COMPENSATION**

23.01 When an employee is called during his off time to report for a work assignment outside his standard daily or weekly work schedule, it shall be considered a "called-in" emergency.

23.02 When an employee is required to make extra trips from his residence to place of work and return as a result of a "called-in" emergency he shall be paid for two (2) hours traveling time at straight time rates and shall receive overtime for any time worked.

The total pay for traveling and work time shall not be less than four (4) hours at straight time rates.

23.03 When the "called-in" emergency does not require extra trips but does involve reporting earlier than the starting time of his standard daily work schedule, one (1) hour traveling time shall be paid and the employee shall receive overtime for time worked prior to his standard starting time.

23.04 Any employee who reports for work as usual and is sent home because no work is available shall be paid the equivalent of four (4) hours work at his day work rate providing such lack of work is not caused by power failure or any other event beyond the control of the Company.

23.05 Any employee required to work on annual inventories on a scheduled day off shall be guaranteed four (4) hours of work.

23.06 An employee who is injured while at work and is sent home because of such injury shall receive pay up to the end of the shift on which he was injured.

23.07 Employees who are authorized to work additional time immediately following the regular stopping time shall be given a minimum of one-half (1/2) hours pay or shall receive payment at overtime rates, whichever is the greater.

## **ARTICLE 24 - ABSENCES FROM WORK**

### **24.01 Quarantine**

Unavoidable absence due to contagious disease or quarantine in an employee's immediate household, or unavoidable quarantine elsewhere where an employee is living, is treated as absence due to personal sickness.

### **24.02 Jury Duty or Court Attendance**

Leaves of absence with pay shall be granted by the Company to employees summoned for jury duty or court attendance (not as plaintiffs, defendants, or voluntary witnesses).

Employees shall report for regular duties while temporarily excused from attendance at court.

### **24.03 Bereavement**

When a death occurs in the immediate family of an employee and the employee attends the funeral or memorial service, such employee shall, on request, be granted leave of absence not to exceed five (5) regular working days.

One of the five (5) working days may be taken at a later time for an event related to the funeral or memorial service.

An employee's immediate family shall be considered as;

- spouse,
- child (including child of common law spouse),
- mother,
- father,
- legal guardian,
- mother-in-law,
- father-in-law,
- son-in-law,
- daughter-in-law,
- sister and brother,
- foster parent,
- brother or sister of employee's spouse,
- spouses of employee's brothers or sisters,
- grandparent and
- grandchild.

Other relatives who reside in the same permanent residence as does the employee shall also be considered as immediate family.

The Company shall pay such employee up to a maximum of three (3) day's pay from the date of the death through and including the day after the funeral.

In addition, the Company shall provide time off and pay one (1) days' pay when the death of a spousal grandparent occurs, and the employee attends the funeral.

**24.04 Leave of Absence for Personal Reasons**

When leave of absence is requested for personal reasons, such leave will be considered by the Company, taking into consideration the employee's reasons for such leave, the seniority of the employee, and the production requirements of the Company.

Wherever possible, such leave will be granted.

**24.05 Leave of Absence for Political Candidates**

The Company will grant a leave of absence without pay for up to four (4) weeks for employees who are candidates for office in a municipal, provincial or federal election.

**24.06** Employees who are away from work due to illness or injury will be required to provide a doctor's note as requested by the Employer, acting reasonably as well as in any case where the absence from work extends beyond three (3) working days.

Notes will be given to the Human Resources Manager.

**24.07 \*NEW\* Personal Emergency Leave Days**

All Seniority employees shall be entitled to two (2) personal emergency leave days payable at one hundred percent (100%) of an employee's regular wages under this agreement in each calendar year. Personal Emergency Days may be utilized for sick related matters, and/or emergency matters.

**ARTICLE 25 – BENEFIT PLAN**

**25.01** The Company will provide a Registered Retirement Savings Plan and other benefits as described in Schedule "A"

**25.02** The Company agrees that during the life of the current agreement there will be no reduction in the benefits provided by certain company-wide programs as referred to in paragraph 2 of the RRSP/Benefits appendix to this Agreement.

**ARTICLE 26 - EMPLOYEE TRAINING**

**26.01** The Company will provide opportunities for employees to up-date their technical skills.  
Employees whose jobs are displaced due to technological change will be given the opportunity for retraining by the Company for other employment.

**26.02** The Company and the Union will meet annually (not during regular negotiations) to review training and technological change.

## **ARTICLE 27 – PREGNANCY AND PARENTAL LEAVE**

- 27.01 Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.
- 27.02 Employees planning on taking leave shall notify Human Resources in writing as soon as possible, but not less than two (2) weeks before departure. Parental leave includes adoptive leave.
- 27.03 An Employee shall be entitled to Parental Leave following the birth of the child or the date the child first came into the care custody and control of the child for the first time.
- 27.04 Employees on leave have the right to continue participation in certain benefit plans and continue to earn credit for length of service, vacation and seniority.
- 27.05 Employees will return in the job and classification held prior to the pregnancy or parental leave if the job exists or a comparable one if it does not.

## **ARTICLE 28 - INFORMATION TO THE UNION**

- 28.01 The Company agrees to furnish to the Union during the months of February, May, August and November, a list (four (4) copies) of the names, employee numbers, department numbers, home addresses and telephone numbers (if available) of all employees in the bargaining unit and will supply on a monthly basis the changes which take place thereafter.
- 28.02 The Company agrees to furnish the Union as soon as possible after the end of each month, but not later than the 15th of each month with the names, employee numbers, department numbers, telephone numbers (if available), marital status, and addresses of employees who were hired or transferred into the bargaining unit during the previous calendar month and the names and employee numbers of employees who terminated service or transferred out of the bargaining unit during the previous calendar month.
- 28.03 During the months of February, May, August and November the Company will furnish to the Union a list of the number of employees at each wage rate in each job classification.
- 28.04 The Company agrees to furnish the Union, on a monthly basis, the total overtime hours of bargaining unit work in each Business Unit. Such listing shall be provided not later than the 15th of the following month.

**ARTICLE 29 - MISCELLANEOUS**

- 29.01 The Company agrees to pay employees reasonable living and traveling expenses when they are sent by the Company on training courses outside of the normal place of work and to pay a ten dollar (\$10.00) per day flat rate to employees on course in the Greater Toronto Area (GTA) but outside the normal place of work.
- 29.02 The Company agrees to give employees as diversified work as is possible in order that they may receive experience to qualify themselves for advancement.

**ARTICLE 30 - VALIDITY**

- 30.01 If for any reason any portion of this Agreement shall be held to be void and unlawful, it shall not affect the validity of the rest of the Agreement.

**ARTICLE 31 - PRODUCTION STANDARDS**

- 31.01 The Union agrees that in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote good workmanship and efficiency among its members.

When new or revised work standards are established by the Company and an employee fails to meet such standards after normal training, the Company practice of adjusting its staff and re-examining layout, methods, etc. will be followed in an attempt to correct the problem.

If the problem persists, the Company will discuss the matter with the Union and supply the pertinent data relating to the standards to the Union before any further action is taken by the Company.

**ARTICLE 32 - RATES OF PAY**

Job Classification Wage Increases

<b>March 1<sup>st</sup>, 2025</b>	<b>\$1.00 per hour</b>
<b>March 1<sup>st</sup>, 2026</b>	<b>\$1.00 per hour</b>
<b>March 1<sup>st</sup>, 2027</b>	<b>\$1.00 per hour</b>

\*Job Classification and applicable wage rate to come into effect upon filling of a Job Posting by the Employer.

Effective March 1, 2025		
Job Class	Upon Hire	After 90 Days
G27	\$20.43	\$20.68
G28	\$20.85	\$21.10
L1	\$21.42	\$21.67
L2	\$23.50	\$23.75
CSR	\$25.11	\$25.36
TS1	\$25.63	\$25.88
TS2	\$28.95	\$29.20
TS3	\$32.44	\$32.69
TS4	\$36.20	\$36.45

Effective March 1, 2026		
Job Class	Upon Hire	After 90 Days
G27	\$21.43	\$21.68
G28	\$21.85	\$22.10
L1	\$22.42	\$22.67
L2	\$24.50	\$24.75
CSR	\$26.11	\$26.36
TS1	\$26.63	\$26.88
TS2	\$29.95	\$30.20
TS3	\$33.44	\$33.69
TS4	\$37.20	\$37.45

Effective March 1, 2027		
Job Class	Upon Hire	After 90 Days
G27	\$22.43	\$22.68
G28	\$22.85	\$23.10
L1	\$23.42	\$23.67
L2	\$25.50	\$25.75
CSR	\$27.11	\$27.36
TS1	\$27.63	\$27.88
TS2	\$30.95	\$31.20
TS3	\$34.44	\$34.69
TS4	\$38.20	\$38.45

- 32.01 Employees with five (5) years or more continuous service as of Feb 10, 2019, who are downgraded through no fault of their own will have their rate of pay "red circled" and thereby such rate will remain unchanged until:
- (a) where a successful applicant to a job posting to his former job classification or higher paying job classification.
  - (b) The rate of the job classification to which they are downgraded is increased through the provisions of this Collective Labour Agreement to the extent that the "red circled" rate is equal to or less than the rate of the job classification to which they are currently assigned. The rate of such employees will no longer be "red circled" and will be adjusted in accordance with the provisions of Article 32.
- 32.02 Existing rate protection provisions and "red circling" as provided in 32.01 will cease when an employee refuses to make an application for a posted vacancy in accordance with Article 6.03.01 provided the vacancy is in the same classification from which they were downgraded or a classification at the same rate of pay as the classification from which they were downgraded. In either case, the employee must have the skill, ability and qualifications to perform the job.

#### **ARTICLE 33 - ACCESS TO EMPLOYEE PROFILE AND ATTENDANCE DOCUMENT**

- 33.01 An employee may review his own personnel file upon his specific request, either individually or with his local Union steward, in the presence of the employee's immediate manager or Human Resources representative.
- 33.02 In the case of a complaint or grievance, the employee profile and/or attendance document of any employee directly involved in that complaint or grievance will be made available to a local Union steward, upon written authorization of the employee, for review in the presence of the employee's manager or a representative of the Human Resources Department. Following this review, the Company, on written authorization of the employee, will provide a copy of the employee profile and/or attendance document to the local Union.

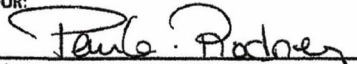
#### **ARTICLE 34 - MODIFICATION, RENEWAL AND TERMINATION**

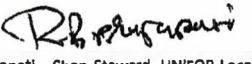
- 34.01 This Agreement shall become effective on date of ratification, **March 1, 2025**, and shall remain in full force and effect up to and including **February 29, 2028**. This Agreement may be changed or amended by mutual consent of the parties hereto; such changes or amendments shall take the form of appendices to the original Agreement.

the present Agreement, the present Agreement shall be considered as remaining in force during such reasonable time as may elapse, before it is found that the parties are unable to reach an Agreement or until a new or revised Agreement is completed.

IN WITNESS hereof the parties hereto have executed this Agreement on the \_\_\_\_ day of February \_\_\_\_

For UNIFOR:

  
\_\_\_\_\_  
Paula Rodney – Chairperson, UNIFOR Local 333-50

  
\_\_\_\_\_  
Ravi Prajapati – Shop Steward, UNIFOR Local 333-50

  
\_\_\_\_\_  
Shahab Akhter – Shop Steward, UNIFOR Local 333-50

  
\_\_\_\_\_  
Lisa Marks – President, UNIFOR Local 333-50

  
\_\_\_\_\_  
Brian Smith – National Representative, UNIFOR

For Ivy Technology:  
  
\_\_\_\_\_  
Ed Jordan – Vice President, Operations, Ivy Technology

  
\_\_\_\_\_  
Ronley Kendall – Human Resources Manager, Ivy Technology

## SCHEDULE A – RRSP AND BENEFITS

### 1.0 PREAMBLE

- 1.1 This schedule, which shall form part of the Collective Labour Agreement (hereinafter called the “Agreement”), describes those plans that shall be in effect for active employees hired or recalled as noted above during the term of the Agreement.

All full-time employees upon successful completion of the eligibility period will be eligible to participate in the following benefit plans:

Basic Life Insurance (premiums employer paid)

Health Plan (premiums employer paid)

Dental Plan (premiums employer paid)

Long Term Disability (premiums employer paid)

RRSP (as defined in Section 3)

The benefits coverage provisions, definitions and limitations are outlined in, and governed by the terms of, the group insurance policy, benefit plan document or plan text of the provider of the group benefits.

Any amendment to the governing documents is effective without notice except as otherwise required in this agreement or by law.

Coverage under Health Plan is provided in conjunction with government-sponsored plans or programs and is based on the presumption that the services or supplies currently payable under these plans or programs will not be reduced or eliminated.

If coverage is reduced or eliminated, the expenses which cease to be covered will not be automatically covered under the Health Plan.

- 1.2 The effective dates of these plans, where applicable, will be as noted hereafter.

A person indicated under eligible class in the plan detail is eligible to become covered under this plan on the first day that such person is actively at work full-time and for full pay with Ivy Technology following the eligibility period provided such person has been at actively and continuously at work in full-time employment and for full pay for the eligibility period.

Full-time means performing as an employee in the required manner for the required number of hours each week all the regular duties of the employment at the customary place of employment.

- 1.3 The term applicable shall be as defined for the Agreement,
- 1.4 Agreements with respect to the plans described in this appendix may be changed or amended by mutual consent of the parties hereto, with such changes or amendments to be in the form of appendices to the Agreement.

The duration of the Agreement cannot be affected by such changes or amendments.

- 1.5 The plans, hereinafter called the “Plan(s)”, covered by this schedule shall be continued automatically at the expiry of the Agreement until a new agreement is ratified or until the Union is entitled by law to commence legal strike or the Company is permitted to lockout.

## **2.0 GENERAL**

- 2.1 The Company will furnish the Union with copies of the administrative procedures, benefit booklets, and approved authorized texts covering the employee benefit Plans provided by the carrier of these Plans.
- 2.2 As soon as it is practicable hereafter, the Company will provide each employee with a benefit booklet containing descriptions of the various Benefit Plans referred to in this schedule.
- 2.3 The Company will ensure that all Plans covered by this schedule are adjusted to reflect legislation precluding discrimination with respect to age, sex, and marital status, except to the extent that such legislation permits.
- 2.4 The Company will furnish the Union with such information with respect to the operations of applicable benefit plans as required by legislation or agreement of the parties.
- 2.6 The Company will co-ordinate with respect to statutory and Company benefits for employees receiving Worker’s Compensation benefits and employees receiving disability benefits under the Canada Pension Plan.
- 2.7 The Company shall have the exclusive right to determine and change the method and terms of financing the Company Health Care Plans, Group Life Insurance as provided under the Agreement, subject to the following conditions:
- a) no change will take place without at least three (3) months prior notice to the Union,
  - b) no change will have the effect of reducing the overall value of any benefit,
  - c) no change will materially affect the method of claims settlement except as shall be mutually agreed between the parties, and
  - d) the Company shall have the right to change the insurance company.

## **3.0 RRSP**

- 3.1 All employees who have completed their probationary period, except those referenced in Letter of Understanding 10, will be eligible to participate in the RRSP defined in 3.2
- 3.2 Employees may contribute up to 6% of their annual salary to an RRSP.  
The employer will contribute 50% of the employee contribution to a maximum of 3%

#### **4.0 FLOATER DAY**

- 4.01 Effective February 11<sup>th</sup>, **2022, two (2)** personal paid floater **holidays**, said personal paid floater holiday to be taken, subject to the Employer's operational requirements, at a time as mutually agreed upon by the Employer and employee.

To be eligible for the personal floater paid holiday, an employee must have successfully completed his probationary period at the time of applying for said holiday.

An eligible employee in the case of a sick day, will provide the Employer with as much advanced notice as possible.

#### **5.0 HEALTH CARE SPENDING ACCOUNT**

- 5.01 Health Care Spending Account (reimbursement being provided upon employee's provision of eligible receipts) per Collective Agreement year for all employees who have successfully completed their probationary period, to be used to augment existing benefits or cover services not covered in the benefit plan, in the following amounts:

- Year one \$450
- Year two \$450
- Year three \$450

### **SCHEDULE B - LETTERS OF UNDERSTANDING**

#### **LETTER #1 SOCIAL JUSTICE FUND**

During the current negotiations the parties discussed the Union plan to establish a Social Justice Fund for the purpose of providing financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

In recognition of the Union objective to establish a Social Justice Fund and subject to the conditions set forth in the following points (1) to (5), the Company will make annual contributions by a cheque separate from PEL Payments, indicating the year for which the payment is being submitted, the number of employees covered, the amount of the payment and the corporate entity and address for submission of the charitable receipt to the said fund equal to one cent (1¢) for each straight time hour worked.

The following conditions are applicable:

- (1) The Union incorporates the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met;
- (2) The Union registers the non-profit corporation as a charity under the Income Tax Act of Canada and maintains the registration in good standing;
- (3) The Union obtains and maintains a favourable income tax Ruling from the Federal Department of National Revenue that all contributions Company makes to the non-profit corporation are tax deductible;
- (4) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions;
  - (a) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act.
  - (b) Contributions to non -partisan international relief efforts that are recognized by the Canadian International Development Agency (C.I.D.A.), or any successor body that performs like functions.
  - (c) Contributions to any Canadian or international non-partisan relief efforts to which other Canadian registered charities, registered under the Income Tax Act, are also making financial contributions.
  - (d) Contributions to any non-governmental and non-partisan development group recognized by the C.I.D.A. and registered as a charity under the Income Tax Act.
- (5) The Union provides the Company with the annual audited financial statements and summaries of each year's donations made by the nonprofit corporation.

It is agreed by the parties that the Company shall be under no obligation to begin making the annual contributions set forth above until such time as the Union provides documentation to establish, to the Company's satisfaction that the requirements of points (1) to (5) above have been and are continuing to be met.

Upon the Union providing this documentation to the Company, at the next annual contribution date, will make that contribution and all previously unpaid annual contributions to the fund's non-profit corporation.

Thereafter the Company will pay each subsequent annual contribution as set forth above, as long as the requirements of points (1) to (5) above continue to be met.

**LETTER #2**  
**OFFICE SPACE FOR ADMINISTRATION OF THE C.L.A.**

The Company will provide the Local with an office at the Toronto location solely for the administration of the Agreement. The office shall contain an AC outlet and will be provided with a door equipped with a lock.

**LETTER # 3**  
**SOCIAL INSURANCE NUMBERS (S.I.N)**

The Company agrees that it will not place S.I.N. numbers on Employee Identification Cards.

**LETTER #4**  
**MODIFIED WORK**

During negotiations there was considerable discussion with respect to the rehabilitation of medically restricted employees through placement on modified work. This letter will serve to clarify the shared concern of the parties in this regard. Both the parties agree that they will work together, through the re-hab committee, with the objective of ensuring that employees have rehabilitation opportunities through placement in modified work (i.e. board repair, set repair, booklets, etc.). It is further understood that employees assigned restrictions while at work or employees able to return to work with restrictions will not be placed on modified work at a higher job classification. No senior employee will be displaced as a result of the placement of a medically restricted employee unless there is no other option for placement.

**LETTER #5**  
**EMPLOYEE COMMUNICATIONS SESSIONS**

The parties agree to form a joint committee to organize and plan the agendas for employee meetings which will take place in the workplace at least three (3) times each year.

The Union will be allocated a portion of time at each employee meeting to deal with Union related cases.

**LETTER #6**  
**SERVICE & SENIORITY FOLLOWING ABSENCE LTD**

As discussed with you, we confirm that employees who return to active employment within the bargaining unit after receiving Long Term Disability Plan benefits will be credited with Seniority and Continuous Service based on former active employment while in receipt of Long-Term Disability Plan benefits.

It is understood that no vacation entitlement accrues while in receipt of such Long-Term Disability benefits.

**LETTER # 7**  
**PROTECTIVE CLOTHING & FOOTWEAR**

The Employer will arrange, on a bi-annual basis, for a Safety Shoe Truck of the Employer's choice to visit our Signet Drive facility.

On days when the Safety Shoe Truck is scheduled to be on-site, eligible employees will be afforded time to visit the Safety Shoe Truck to select a new pair of Safety approved footwear on a once per twelve (12) month period, from a variety of styles that fall within a predetermined price range as outlined below:

**ESD Footwear**

- Year 1 up to a maximum of \$150
- Year 2 up to a maximum of \$155
- Year 3 up to a maximum of \$160

**Non ESD Footwear**

- Year 1 up to a maximum of \$130
- Year 2 up to a maximum of \$135
- Year 3 up to a maximum of \$140

The determination of ESD or Non-ESD Footwear will be provided by the Employer.

The Safety Shoe Truck Supplier will invoice the Employer directly for any & all charges.

The Employer will make available to **authorized individuals designated by the Company to load/unload at the docks** a personalized winter coat for their use while on shift.

**LETTER # 8**  
**AVAILABILITY OF TEST OUTLINE INFORMATION**

This is to confirm the mutual understanding of the parties regarding addition of information to postings, as discussed during review of Article 6.03.08

Postings for which qualifications require successful completion of written tests, will identify the Company contact from which an employee can obtain information as outlined in Article 6.03.08 (f) paragraph (i) for the test(s) which will be used as part of the selection process.

**LETTER # 9**  
**GRIEVANCE MEDIATION**

This letter will confirm the parties' discussions regarding the option of referring grievances to a Grievance Settlement Officer ("GSO") prior to having them heard by an arbitrator pursuant to the Collective Agreement.

As discussed, with the goal of resolving grievances efficiently, expeditiously and without the need of a costly, formal arbitration, the parties agree as follows.

- While the parties accept that certain cases, for any number of reasons, should be dealt with through arbitration, the parties recognize that many cases can be resolved informally, but with the assistance of a third-party GSO.
- As such, following the exhaustion of the negotiated grievance procedure, but prior to a scheduled arbitration, either party may request to have a GSO assist in resolving a single, or multiple grievances.
- Where the parties mutually agree to have a GSO assist in resolving a single, or multiple grievances, that parties agree that:
  - i. The parties agree to use a mutually agreed upon GSO
  - ii. While the GSO process is meant to be informal, it is expected that the parties be prepared to share with each other, and the GSO, any relevant documents and the particulars of their respective cases.
  - iii. Unless specifically agreed to, any settlements reached through this process will be on a without prejudice and precedent basis.
  - iv. External legal counsel will not attend GSO meetings. The Union may, however, be represented by its National Representative, or his or her delegate.

The costs associated with any GSO sessions will be divided equally

### **LETTER OF UNDERSTANDING #10 SHIFT CHANGE IMPLEMENTATION**

When business or client requirements necessitate the addition of a shift or change in the hours of an existing shifts as outlined in Article 18.01, the following procedure will be used:

#### Addition of a new shift

1. Jobs will be posted internally according to Article 6.03.01.
2. In the event that the job classifications are not filled in accordance with Article 6.03 the employer reserves the right to fill said vacancies from external candidates.

#### Change in Hours of an Existing Shift

1. The Employer will offer the new shift hours to employees currently working in the business unit which requires the shift change.
2. If there are insufficient volunteers to fill the new shift positions, jobs will be posted internally according to Article 6.03.01.
3. In the event that the job classifications are not filled in accordance with Article 6.03 the employer reserves the right to fill said vacancies from external candidates.
4. Employees who have successfully completed their probationary period and who are surplus to the shift requirements after steps 1-3 have been exhausted will be placed on lay off, with the ability to exercise their rights according to Article 6.04
5. The Company will give as much notice as possible of a change in shift hours with fourteen (14) calendar days minimum notice.

#### Note:

where not specifically addressed herein the terms and conditions of Articles 18, 19 & 20 will remain applicable.

#### **LETTER OF UNDERSTANDING #11 – OFFICE EMPLOYEES**

**The letter will confirm the parties' discussions regarding the references to Office Employees in the Collective Agreement.**

**By way of background, the following articles of the prior Collective Agreement contained different entitlements for Office Employees:**

- **Article 18.00 – Hours of Work**
- **Article 19 – Overtime**
- **Article 22 – Vacations with Pay**
- **Schedule A – RRSP and Benefits**

**At the time of ratification, however, there remained only one (1) employee who held the position of Customer Service, an Office Employee.**

**As discussed, rather than maintain distinct terms and conditions of employment between Shop and Office employees, the parties agreed to standardize all terms and conditions of employment for all employees (Shop and Office), while giving the existing Customer Service employee the option maintain their entitlements under the prior Collective Agreement.**

**Accordingly, the parties agree as follows:**

- 1. Within one (1) week following the ratification this Collective Agreement, the existing Customer Service employee shall elect whether to maintain the distinct terms identified herein while so employed, or have the standardized terms of the Collective Agreement apply to them.**
- 2. Effective ratification, the references to Office Employees in the Collective Agreement shall be removed.**

**LETTER OF UNDERSTANDING #12 – GROUP INSURANCE**

**This is to confirm the following:**

- 1. The Company agrees to continue benefits for two (2) months following the month in which employee commences an authorized sick leave**
- 2. The Company agrees to increase its contribution to dental services, as defined in the subject plans, to 75%**

**LETTER OF UNDERSTANDING #13 – DL BONUS PLAN**

**This is to confirm that the parties have agreed to engage in meaningful ongoing discussions regarding the Company’s Global DL Bonus Plan following ratification of this Collective Agreement**