

COLLECTIVE AGREEMENT

and interpretation of Governing Rules,
Working Conditions and Rates of Pay

Between



THE ESSEX TERMINAL RAILWAY COMPANY

AND



TC LOCAL 1976, UNITED STEEWORKERS
representing
Employees of MOTIPARK LIMITED

for the Period

January 1, 2021 to September 30, 2024

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference, which may arise between the parties, and to set forth the conditions of employment to be observed by the Company and the Union.

ARTICLE 2 - MANAGERIAL RIGHTS

- 2.1 The United Steelworkers acknowledges that it is the exclusive function of the Company to operate and manage its business in all respects and, without limiting the generality of the foregoing, the Union acknowledges that, subject to the express provisions of this Agreement, it is the right of the Company to:
- a) hire, classify, direct, transfer, layoff, promote, suspend, discipline and discharge employees for just cause, subject to the right of an employee to lodge a grievance as hereinafter provided;
 - b) maintain order, discipline, and efficiency;
 - c) make and alter, from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the express provisions of this Agreement; and
 - d) determine the location of buildings, workstations and equipment, the methods and means of operation.
- 2.2 Without restricting or limiting the generality of the foregoing, the Company retains all rights not specifically relinquished or modified by this Agreement.
- 2.3 The Company agrees that it will exercise its rights in a fair and equitable manner.

ARTICLE 3 - RECOGNITION AND SCOPE

- 3.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in Vehicle Handling at Motipark Limited, save and except supervisor, persons above the rank of supervisor, office and sales staff.
- 3.2 Persons, whether employed by the Company or from outside, who are not members of the bargaining unit, shall not perform work normally performed by the bargaining unit except in cases of instruction or in emergency. It is further understood that from time to time a supervisor may be required to drive the shuttle van in an effort to manage the flow of work.
- 3.3 Should any of the present operations be moved to a location(s) in Essex County, outside of the boundaries of Windsor, this Agreement shall be extended to cover such location(s).
- 3.4 The Company shall not contract out work, which is normally performed by employees in the bargaining unit if the effect of such contracting out would result in a layoff, of any full time or part time employee in the bargaining unit.

ARTICLE 4 – DISCRIMINATION / RELATIONSHIPS

- 4.1 The Company and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, gender identity, gender expression, sex, creed, religion, colour, age or national origin.
- 4.2 The Company and Union agree to observe the provisions of the Ontario Human Rights Code.
- 4.3 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.1 The Company agrees that it will not cause or direct any lockouts of employees and the Union agrees that it will not cause or direct any strikes of its members during the term of this agreement.

ARTICLE 6 - SENIORITY

- 6.1 Probationary Period: A full-time employee shall not have any seniority, and shall be considered as a probationary employee until they shall have attained six (6) calendar months. Part-time employees shall be considered as a probationary employee until they shall have attained six (6) calendar months or 500 hours, whichever comes first. Until a probationary employee attains seniority status, the employee's name shall not appear on any seniority list. The termination of a probationary employee for unsuitability shall be considered as just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is discriminatory, or in bad faith. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.
- 6.2 Seniority shall be on a workplace-wide basis and shall mean total length of continuous service in the bargaining unit.
- 6.3 Seniority shall be maintained and accumulated during:
 - a) an absence due to bona fide sickness or
 - b) accident or an authorized leave of absence.
- 6.4 Union Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy posted on the workplace bulletin boards for employees' inspection and a copy mailed to the London Area Office of the Union. Such Union list shall contain the employees job classification, current rate of pay and the employee's latest address on file with the Company.
- 6.5 Notice of Lay-off Reducing / Increasing Forces: In reducing forces, seniority shall govern. At least twenty-four (24) hours' notice of proposed staff reduction shall be given. Employees whose positions are abolished, or who are displaced, may exercise their seniority rights over junior employees. When forces are increased, employees will be returned to the service and positions formerly occupied in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the Terminal Manager.

6.6 Loss of Seniority: An employee's employment shall be terminated for any of the following reasons:

- a) if an employee voluntarily resigns;
- b) if an employee is discharged and is not reinstated pursuant to the grievance procedure as provided in this Agreement;
- c) if an employee has been laid off and has refused to return to work within forty-eight (48) hours after being contacted personally. When the employee cannot be contacted, or is employed elsewhere, then the Company will notify the employee by certified mail to the employee's last known address to return to work, and the employee will be allowed no more than seven (7) calendar days from the date of such notification to report for duty, unless a reason satisfactory to the Company is provided. Notification will mean the day the Post Office delivered to last known address;
- d) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- e) If an employee has had no compensated service for a period of twenty-four (24) months or has been laid off for twelve (12) months.

6.7 Transfer: Except as mutually agreed between the Company and the Union, an employee accepting a transfer to a position covered by another wage Agreement will lose their seniority rights.

Employees on leave of absence will, after thirty (30) days, lose their seniority unless mutually agreed between the Company and the Union. This is not intended to apply in cases of sickness which are in the opinion of the Company and the Union bona fide.

ARTICLE 7 - UNION REPRESENTATION

- 7.1 The Company acknowledges the right of the Union to appoint or otherwise select 2 Union Stewards (1 assigned per shift) as well as 1 Unit Chairperson for the purpose of representing employees in the handling of complaints and grievances
- 7.2 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees working hours except by agreement with the Company.
- 7.3 On the date of hire the Company shall introduce each new employee to their Union Steward, who shall be allowed a thirty (30) minute Union orientation period with the new employee in a suitable location on Company premises during the workday.
- 7.4 The Company shall be notified by the Union of the names of the Union Stewards and Unit Chair and the areas they are representing, and any changes made thereto.
- 7.5 The Company agrees to recognize and deal with not more than 2 union stewards plus one of; the Local Union President, Unit Chair, Local Business Agent or USW Staff Representative.

- 7.6 When the legitimate business of a Union Steward requires them to leave their workstation and/or department, they shall first receive permission from their supervisor (such permission shall not be unreasonably withheld).
- 7.7 The Company agrees that Stewards shall not suffer loss of pay for time spent in the handling of grievances.

ARTICLE 8 – NEGOTIATING COMMITTEE

- 8.1 The Company agrees to recognize and deal with a Negotiating Committee of not more than 1 employees, plus the Unit Chair or President, who shall be regular employees of the Company, along with representatives of the International.
- 8.2 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.3 The Company agrees to allow members of the Negotiating Committee the day off work without pay on each day the Committee is scheduled to meet with members of Management.
- 8.4 The Company will grant up to 3 days leave of absence without pay for each member of the Negotiating Committee for the purpose of preparing for and considering revisions to proposed amendments and proof reading of the finalized Collective Agreement.
- 8.5 Within 120 days following ratification, the Company will have the agreement printed and will give a copy to each employee, 2 copies to the International Representative, and 2 copies to the Local Union. The period of time when the Collective Agreement is under the Union's control for review will not be calculated in the 120-day time limit. The Company agrees to pay for the printing of the new Collective Agreement booklets.

ARTICLE 9 – INVESTIGATIONS AND DISCIPLINE

- 9.1 An employee may only be disciplined or dismissed for just cause after an interview has been held in accordance with Article 9.2. It is understood that the Company has met its obligation to hold an interview by providing written reasonable notice of the interview to the employee and his union representative. This notice shall include the reason the interview is being held. This will not apply when the interview is held immediately. In the event the employee does not appear for the interview without a reasonable excuse, the Company shall be entitled to proceed with disciplinary action without an interview. In cases where the employee or union representative provides a reasonable excuse for his inability to attend the interview, the interview shall be rescheduled.
- 9.2 Whenever an employee is to be interviewed by the Company with respect to his work or his conduct in accordance with Article 9.1, an accredited Union representative, selected by the employee, must be in attendance. In the event the accredited Union representative selected by the employee is not available another accredited representative selected by the employee will be substituted. Such interview and any subsequent interviews dealing with the incident must be held within 14 calendar days from the date the incident became known to the Company, unless mutually agreed. Such agreement will not be unreasonably withheld.

- 9.3 Failure to comply with Article 9.2 shall render any conclusion null and void and any statements at such interview inadmissible at any subsequent proceedings.
- 9.4 An employee may be held out of service not more than five (5) working days pending investigation for infractions of a serious nature. This practice is only to be utilized in cases of alleged infractions of a serious nature where it is in the best interest of the public, the Company, or fellow employees. This provision is not to be used as a form of discipline. In the event an employee is held out of service, the interview is to be held as soon as possible.
- 9.5 Any discipline or dismissal of an employee must be communicated in writing within 14 calendar days of the interview. A full and detailed explanation of any discipline given will be provided to both the Unit Chair and the employee. The time limits herein may be extended by mutual agreement.
- 9.6 The employees' accredited representative shall have the right to read, review and ask questions concerning any documents, tapes or videos that do not violate privacy concerns, as they are presented by the Company and copies will be presented to the Unit Chairperson at the time of the interview.
- 9.7 If, in the final decision, the charges against an employee are not sustained, his record shall be cleared of the charges. If suspended, or dismissed, he shall be returned to his former position and reimbursed for wages lost, less any earnings derived from outside employment during the period so compensated.
- 9.8 Records of discipline and or cautions will be removed from the employee's file on the anniversary of three-year discipline free from the date of the most recent incident.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 Policy Grievances: Any allegation by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to management, and if by the Company to the Local Union President. Such grievance shall be submitted to the other party within five (5) working days of the alleged violation or matter complained of.

Thereafter, the grievance shall be dealt with at Step 3 of the grievance procedure. In the case of a Company policy grievance, references to Local Union President and Company President or their designate shall be reversed and the word "employee" shall be substituted with "the Company". Failing satisfactory settlement at Step 3, the policy grievance may be referred by either party to arbitration within the time limits provided in this Agreement.

An Arbitrator shall have the power, with respect to policy grievances filed by the Union or the Company, to award damages as a remedy with respect to said policy grievance.

General Description:

Any grievance may be submitted to arbitration; should an employee have a complaint arising from the interpretation or alleged violation of this Agreement, or if the employee considers they have been unjustly disciplined, the grievance procedure shall be as follows:

STEP 1 The employee who has a grievance will meet with the Terminal Manager or other official designated by the Manager to discuss their grievance within three (3) working days of when the employee knew or should have known of the violation or matter complained of but in no circumstance later than fifteen (15) days after the occurrence. This will initiate the grievance procedure.

- a) The employee may be accompanied by a Union Representative and the Terminal Manager may be accompanied by another member of management. The Terminal Manager shall provide an oral decision within three (3) working days following oral notification of the complaint to the Terminal Manager.

STEP 2 If a satisfactory settlement is not reached at the foregoing step, the grievance shall then be submitted in writing to the Terminal Manager or their representative by the Unit Chair within seven (7) working days of the decision from Step 1, submitting any information relating to the grievance which may help to clarify the matter. The Terminal Manager will render their decision in writing within fourteen (14) working days of receipt of the grievance.

STEP 3 If the decision of the Terminal Manager is not satisfactory, the Local Union President may appeal in writing to the President or their designate within thirty (30) days of the Terminal Manager's decision. At the same time, the Union may submit any additional information relating to the grievance which may help clarify the matter. The President or their designate will render their decision in writing on a grievance within thirty (30) days of receipt of the grievance.

10.2 If the decision from Step 3 of the grievance procedure is not satisfactory to the grieving party, such grievance may be submitted to arbitration provided written notice of the referral to arbitration is served on the other party within fifteen (15) days of the Step 3 reply or the expiry of the time period for delivery of the Step 3 reply.

10.3 Upon notice from one party, following a failure to reach a satisfactory settlement at Step 3, that it intends to proceed to arbitration on a grievance, that party shall propose the names of three (3) possible Arbitrators to adjudicate the grievance.

10.4 The party receiving the notice referring the matter to arbitration shall have fourteen (14) days to respond in writing to the proposed Arbitrators, either agreeing to have one of those proposed to adjudicate the grievance or proposing the names of three (3) different Arbitrators.

10.5 Failing agreement on the Arbitrator to hear the grievance within fourteen (14) days, either party may request that the Minister of Labour appoint an Arbitrator to hear the matter.

10.6 The parties shall each pay an equal share of the expenses of the Arbitrator.

10.7 The Arbitrator selected to hear the grievance shall have authority to make a final and binding determination with respect to the grievance. The Arbitrator shall have the power, in addition to the power conferred by the Labour Relations Act, to modify, cancel or substitute another penalty in respect of any disciplinary measures imposed by the Company, provided that reasonable grounds exist for so doing, and may order the Company to compensate an employee for losses occurred as a result of any wrongful action by the Company. Notwithstanding the foregoing, the Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and conditions of this Agreement, or to deal with any matter not covered by this Agreement.

- 10.8 Retroactive Pay: Any settlement of a dispute which involves retroactive pay will be remitted to the employee as soon as possible, and not later than thirty (30) days after the settlement.
- 10.9 The time limits foreseen at the various steps of the grievance and arbitration procedure may be extended by mutual consent, in writing, by both the Company and the Union.
- 10.10 The use of the word "day" with respect to actions to be taken in the grievance procedure shall be interpreted as meaning calendar day except where otherwise provided herein.
- 10.11 All time limit restrictions in Article 9 and Article 10 will be automatically extended between the period of December 22 and January 5 inclusive each year.

ARTICLE 11 – ADVERTISEMENT OF POSITIONS

- 11.1 New positions or vacancies will be promptly bulletined for three (3) calendar days and copies of bulletins posted where they will be available to all employees. Employees desiring such positions will file their applications with the designated officer within that time and an appointment will be made within five (5) calendar days thereafter; such position or vacancy may be filled temporarily pending an assignment. The bulletin will state title of position, duties, experience and ability required to satisfactorily perform the requirements of the posted position, assigned hours of service, meal period and rate of pay. The name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined.
- 11.2 New positions or vacancies of a known duration of two (2) weeks or longer, other than annual vacations, will be bulletined.
- 11.3 The Company reserves the right to hire strictly for afternoon and midnight positions, if required.

ARTICLE 12 – FILLING OF POSITIONS

- 12.1 Copies of bulletins and names of applicants for new positions or vacancies will be furnished to the representative of the Union upon request.
- 12.2 Vacancies and Vacation or Leave of Absence: An employee on leave of absence or on vacation when a vacancy occurs must notify the Company of their intention to be considered for any job postings within seven (7) days of their absence from work. If so advised, the Company will notify the employee of any new posting.
- 12.3 Abolishment of Positions: Not less than forty-eight (48) hours advance notice will be given when regularly assigned positions are to be abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case shorter notice may be given.

ARTICLE 13 – AWARDING OF JOB POSITIONS

- 13.1 Awarding of positions shall be based on skill, ability and qualifications; skill, ability and qualifications being sufficient, seniority shall prevail. The officer of the Company shall be the judge, subject to appeal.
- 13.2 Should an employee not be awarded position, in their turn, the Union will be provided in writing with the reasons, therefore.

- 13.3 Retention of Seniority: Employees promoted or transferred to positions not covered under this Agreement shall retain their rights and continue to accumulate seniority for a period not exceeding six (6) months.
- 13.4 Declining positions: Employees declining promotion shall not lose their seniority.
- 13.5 Employees declining position shall not reapply for same in a 6-month period.
- 13.6 Part-time employees will be considered for full-time positions as they become available. The Company's selection will be based on skill, ability and qualifications. Skill, ability and qualifications being sufficient, seniority shall prevail.

ARTICLE 14 – WAGES

- 14.1 The rates of pay will be calculated on an hourly basis effective the first day of each period set out below.

Hourly Rates for:	JAN 1 2021	OCT 1 2021	OCT 1 2022	OCT 1 2023
Lead hand	18.77	19.15	19.53	19.92
Vehicle Handler (Full time)	17.77	18.13	18.49	18.86
Vehicle Handler (Part time)	17.67	18.02	18.38	18.75
Probationary	17.32	17.32	17.67	18.02

- 14.2 Company will issue pay cheques every second Thursday for the two-week period ending the prior Saturday.
- 14.3 Lead Hand Position: From time to time when required, as determined by Management, the position of Lead Hand may be available. The successful applicant will be selected based on skill, ability and qualifications. The function of this position will be to guide direct and oversee the workforce, as determined by Management.
- 14.4 Rail Loader: In recognition of a specified required skill set for persons performing the work of a "rail loader" the following will apply. Rail loaders will receive specific training through the employer for this task. Once this is completed and the employee is deemed "qualified" to perform this task they shall receive a premium of \$2.00/hr for all hours worked in the capacity of this job function.
- 14.5 Shift Premium: Employees shall be paid an additional \$0.50 for all hours worked on what is to be deemed to be night shift.

ARTICLE 15 – HOURS OF WORK & OVERTIME

- 15.1 The normal working day shall be 8 consecutive hours exclusive of meal period. The normal work week shall be 40 hours.
- 15.2 Hours of service shall be established as conditions may require and shall not be changed without twenty-four (24) hours' notice.
- 15.3 All full-time employees will take turns working the afternoon shift on a 2-week rotating basis.

- 15.4 Overtime: Time worked by proper authority on any day in excess of the employee's scheduled hours per day or forty (40) straight time hours in any work week exclusive of meal period, will be considered as overtime and paid at rate and one-half.
- 15.5 Meal Period: The meal period shall not be less than one half hour, to commence at the end of the fourth hour of work or as mutually agreed upon.
- 15.6 Overtime Meals: The Company will provide \$9.00 toward the value of an overtime meal if an employee is required to work ten (10) or more hours in one shift.
- 15.7 Meal Period Worked: If the meal period is worked it shall be paid at rate and one-half, and twenty (20) minutes with pay in which to eat, shall be afforded at the first opportunity.
- 15.8 There will be two (2) paid fifteen (15) minute rest periods.
- 15.9 Regular days off: Full-time employees will be assigned regular days off-duty in each week. If required to work on such regular day off, and they have worked 40 hours in the work-week, they shall be paid at rate and one-half.
- 15.10 When extra Vehicle Handling hours are available, hours will be offered to full-time employees on a voluntary seniority basis at applicable rates. Should all full-time employees refuse, such hours will be offered on a seniority basis to all available part-time workers. If none volunteer then part-time employees will be required to work in inverse order of seniority.
- 15.11 When staff are called for extra hours, they will be notified of the expected length of the shift and if they accept such shift, they must work the entire shift.
- 15.12 Employees will be afforded a 15-minute response period. If no response is received, the Company will call others.
- 15.13 Part-time Scheduling Procedures
- a) Employees provide their availability on "Employee Availability Forms". All part time employees hired after DECEMBER 1, 2020 will identify a minimum of 3 days per week inclusive of 1 Saturday and Sunday and 1 week of afternoon availability. The minimum availability provision will only apply to workers hired after December 1, 2020.
 - b) Employee must identify what days they are available for and indicate availability for day and/or afternoon shifts. Changes to availability will only be allowed quarterly. Company will provide scheduled deadline dates as to when forms are to be completed and returned.
 - c) Schedules will be posted for one (1) OR two (2) weeks rotation by 8:00 a.m. Wednesday. No changes are allowed after postings.
 - d) Shift switches will only be allowed in emergency or medical situations that are acceptable to the company.
 - e) Employees are scheduled based on availability and Company operational requirements at time of scheduling.

ARTICLE 16 – ASSIGNMENTS

16.1 Temporary Assignments: A "temporary assignment" contemplates the fulfilment of the duties and responsibilities of the position during the time occupied whether the regular occupant of the position is absent or whether the temporary assignee does the work, regardless of the presence of the regular employee. Assisting a higher-rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

16.2 Compensation: Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced.

16.3 PART-TIME EMPLOYEES

16.3.1 Part-time staff will not be used unless there are at least 9 full-time and 6 part-time employees working at least 24hrs per week. Any employee who is not full-time will be regarded as part-time (including employees provided through staffing agencies). Staffing agencies may be used to provide temporary part-time employees when required.

16.3.2 Part time employees must be available minimum 3 days per week, including one Saturday AND one Sunday per month and one week of afternoons per month. The minimum availability provision will only apply to workers hired after December 1, 2020.

16.3.3 When employees move from full-time to part-time, there will be no change to their seniority date. Benefits participation cease on the date of change. Any vacation accrued while full-time will be paid out immediately and thereafter, ongoing vacation will be paid on each pay.

16.4 Minimum Job Requirements

- a) All employees must:
 - Maintain a valid driving licence,
 - Follow all restrictions noted on driver's licence.
 - Not operate a vehicle in an inappropriate or unsafe manner.
 - Obey all laws including the Highway Traffic Act while operating a vehicle
 - Immediately report all vehicle incidents to their Supervisor
 - Not operate a vehicle under the influence of intoxicants or narcotics, or while under the influence of any prescribed medications which may impair the ability to drive in a safe manner.
 - Immediately report if their licence has been suspended or expired to his/her Supervisor.
- b) Failure to adhere to these conditions will result disciplinary action. Employees are responsible for costs associated with traffic and parking violations incurred. Unauthorized passengers and hitchhikers are not permitted.
- c) All employees are required to be proficient at all aspects of the Vehicle Handler tasks. Supervisors will assign tasks daily based on operating requirements.

ARTICLE 17 – REPORTING ALLOWANCE

- 17.1 In the event that a full-time employee reports for work on their regular shift, without having been notified, prior to the end of their previous shift not to report, they will be given at least four (4) hours work at their regular rate of pay, or, if no work is available, the employee will be paid the equivalent of four (4) hours at their regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.
- 17.2 Part-time employees will be given at least three (3) hours work at their regular rate of pay, or, if no work is available, the employee will be paid the equivalent of three (3) hours at their regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.
- 17.3 Call-in: A full-time employee called for work outside their regular scheduled working hours shall be paid a minimum of two (2) hours at rate and one-half. This provision shall not apply when an employee is called to work immediately prior to the start or immediately following the end of their scheduled shift. In all such cases, the employee shall receive their appropriate overtime rate.

ARTICLE 18 – HOLIDAYS

- 18.1 All full-time and part-time employees are entitled to public holidays unless they fail “without reasonable cause” to work all of their last regularly scheduled day of work before the public holiday and all of their first regularly scheduled day of work after the public holiday. Employees are responsible for showing that they had reasonable cause for staying away from work to qualify for Holiday pay. Employees will be granted a holiday with pay on each of the following general holidays.
- 18.2 The Company will observe the following holidays:

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

- 18.3 The amount of holiday pay to which an employee is entitled is: all of the regular wages earned by the employee in the four work weeks before the work week with the public holiday, divided by 20. Holiday pay for part-time employees will be paid based on the same calculation, but will include vacation pay that has been paid on each cheque, when calculating the four weeks prior.
- 18.4 When any of the holidays are observed during an employee's scheduled vacation period, he shall receive holiday pay as provided in Clause 18.3 above and shall be granted an additional day off.
- 18.5 Work on a Holiday: An Employee required to work on a holiday shall be paid for time worked at overtime rate in addition to holiday pay.
- 18.6 Shifts or tours of duty commencing between 24:00 hours on the eve of the general holiday and 23:59 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

- 18.7 **Substitution Days:** In the event of one of the holidays specified in Article 18.2 falls on an employee's regular day off, they will be assigned a day off in lieu thereof within ten (10) days. Canada Day may be observed on an alternative day at the Company's discretion.

ARTICLE 19 – VACATIONS

- 19.1 Full-time employees with less than five (5) years of continuous employment, shall be allowed 2 weeks' vacation or 4% of the previous years' gross wages, whichever is greater.
- 19.2 Full-time employees with more than five (5) years continuous employment, shall be allowed 3 weeks' vacation or 6 % of the previous years' gross wages, whichever is greater.
- 19.3 Part time employees shall be afforded at least 1 calendar week of days off per year for the purpose of vacation. Part time employees shall receive their vacation pay of 4% or 6% on each pay.
- 19.4 Computation of Service - Time Off-duty: Provided an employee renders compensated working service in any calendar year, time off-duty on account bona fide illness, injury, to attend committee meetings, called to court as a witness, or for jury duty, not exceeding a total of 100 days in a calendar year shall be included in the computation of service for vacation purposes

ARTICLE 20 – LEAVE OF ABSENCE

- 20.1 An employee may be allowed thirty (30) calendar days leave of absence during the life of the contract, without pay for personal reasons, subject to approval by the employer:
- a) they request it in writing to the management and
 - b) the leave is for a good reason and does not interfere unduly with operations, except in emergency situations when leave shall be granted in any event.
- 20.2 A leave of absence may be extended for additional thirty (30) calendar day periods if there is good reason and the Employer and Union agree. The employee must request the extension in writing at least 2 weeks prior to the expiration of their thirty (30) calendar days leave.
- 20.3 Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business may be granted a leave of absence by the Company. The Union will notify the Company in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period.
- 20.4 Employees required to attend union education courses may be allowed leave to attend a legitimate union education program subject to approval from the employer. The union will give the employer at least 30 days' notice of such a request.
- 20.5 The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.

- 20.6 The Company agrees to allow leave of absence without loss of pay for up to eight (8) hours to an employee who wishes to become a Canadian Citizen. Such time off work shall be paid after verification is received be verified by to the Company that such person did apply and received their Canadian Citizenship.
- 20.7 The President or Unit Chair of the Union will be notified of all leaves granted.
- 20.8 Any request for leave under these provisions will not be unreasonably withheld.
- 20.9 **Bereavement:** A full-time employee is entitled to bereavement leave without loss of pay for working days that fall within the three (3) calendar days following the date of death providing that the employee has not less than three (3) months of service at the time of the death of the employee's spouse, child, parent or parent-in-law, brother, sister or step brother or sister, grandchild, grand parent or relative with whom the employee resides. Time off may be adjusted to cover the actual date of the funeral.

NOTE: In this section, "common-law partner" means a person who has been cohabitating with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

ARTICLE 21 – WITNESS AND JURY DUTY

- 21.1 An employee summoned for jury duty and who is required to lose more than five (5) working days' time from their assignment as a result thereof shall be paid for actual time lost excluding the first five (5) days. The pay will be based on scheduled number of hours they would have worked at the straight-time rate applicable to the service last performed, less the amount allowed them for jury duty for each day (excluding allowances paid by the court for meals, lodging or transportation), subject to the following requirements and limitations:
- 21.2 An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which the jury duty was performed.
- 21.3 The number of working days for which jury duty pay shall be paid is limited to a maximum of thirty (30) days in any calendar year.
- 21.4 No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted their vacation dates will not be required to change their vacation because they are called for jury duty.
- 21.5 Employees attending court or investigations at the request of Company officials, or required to attend inquests, in which the Company is concerned, will be paid at scheduled rates for the scheduled number of hours they would have worked and reasonable expenses. This will not apply where employees are required for examination for promotion, disability, to meet legal requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Company.

ARTICLE 22 – PAYMENT FOR INJURED WORKERS

- 22.1 In the event that an employee is injured in the performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid for wages for the remainder of their shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the workplace and/or to their home as necessary.
- 22.2 Employees on WSIB approved workplace injury claims working modified duties will be paid at 85% of their respective wage rate. An employee will be considered to be on modified duties if the employee is unable to perform the essential duties of their regular job.

ARTICLE 23 – MEDICAL EXAMS (requested by the Company)

- 23.1 Medical Examinations: Employees will be paid their regular hourly rate to a maximum of two (2) hours while securing medical examinations requested by the Company.

ARTICLE 24 – UNION

- 24.1 All bargaining unit employees, as a condition of employment, shall become and remain members of the Union in good standing for the term of this Agreement.
- 24.2 The Company shall deduct Union Dues including, where applicable, initiation fees and assessment, on a bi-weekly basis, from the wages of each employee covered by this Agreement. The amount of the dues shall be calculated in accordance with the Union's Constitution.

All dues, initiation fees and assessment shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which remittance was deducted. The remittance shall be sent to the USW TC Local, 2360 ave. De La Salle, Room 202, Montreal, Quebec H1V 2L1; in such form as directed by the Union to the Company along with a completed Dues Remittance Form. R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office at 4026 Meadowbrook Drive, Unit 127, London, ON N6L 1C7

The remittance and completed Due Remittance Form shall be accompanied by a Statement containing the following information:

- a) A list of names and addresses of all employees from whom dues were deducted and the amount of the deducted along with their hours worked and the amount of dues deducted.
- b) A list of the names of all employees from whom no deductions have been made and the reasons.

This information shall be sent to both union addresses identified herein in such forms of as shall be directed by the Union to the Company.

- 24.3 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of actions taken by the Company in compliance with this Article.
- 24.4 When preparing T-4 slips for the employees, will enter the amount of Union Dues paid.

ARTICLE 25 – BENEFITS

FULL-TIME EMPLOYEE BENEFITS

25.1 Effective the first day of the month following six (6) months of continuous employment, full-time employees and their eligible dependents the following benefits will be provided and except as noted, paid by the company:

- Extended Health Care, covering: Drug 50% coverage to a maximum of \$5,000/person/year, dispensing fee cap \$12, out of province health care coverage included.
- Weekly Indemnity Coverage effective from the 8th day of accident or illness providing payment equivalent to disability benefits provided by the Employment Insurance Act, with 65% of premiums paid by the Company and the balance paid by the employee.
- Group Insurance & Accidental Death & Dismemberment with a \$10,000 benefit, reduced by 50% after age 65.
- Health Care Spending Account, providing coverage of: Single \$750 per person and family \$1,500 which can be used for drugs, dental and other health care expenses.
- An Employee Assistance Plan (EAP) will be provided to employees at no cost.

25.2 In the event of a layoff, employees will receive benefits, other than weekly indemnity, until the end of the month following the layoff. In the event of a work stoppage or voluntary leave of absence, benefits will cease on last day worked. Employees on layoff for three (3) months or longer will have to work 30 shifts before benefit status or company paid premium contribution is reinstated

25.3 Clothing Allowance: Full-time Employees will be provided a \$150/year clothing allowance, payable on the first pay period of February each year. No receipts are required.

Employees who gain seniority after the February payment date will receive a prorated allowance. Additionally, employees will be provided 1 pair of winter gloves and 1 toque.

PART-TIME EMPLOYEE BENEFITS

25.4 Health Care Spending Account will be provided to employees who have availability of at least 24 hours per week, one Saturday and on Sunday per month and one week of afternoons per month.

- Single \$500 per person, family \$1,000.00
- Can be used for drugs, dental and other health care expenses

26.5 Clothing Allowance: Part-time Employees, following completion of the probationary period, part-time employees will be provided a \$150/year clothing allowance, payable on the first pay period of February each year. No receipts are required.

- Employees who gain seniority after the February payment date will receive a prorated allowance. Additionally, employees will be provided 1 pair of winter gloves and 1 toque.

ARTICLE 26 – MISCELLANEOUS

- 26.1 Working Conditions: The Company will give notice of any material change in working conditions or alterations in conditions of employment of a permanent nature and be prepared to discuss same with the employees or their representatives.
- 26.2 Mileage Allowance: automobile mileage allowance will be paid in accordance with company policy.
- 26.3 Bulletin Boards: The Company agrees to provide Bulletin Boards with a lock in areas accessible to employees in the workplace for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 27 - TERMINATION OF AGREEMENT

- 27.1 Agreement Effective: This Agreement is effective January 1, 2021 except as otherwise provided herein. It will remain in force until September 30, 2024, and thereafter until revised or superseded, subject to 90 days' notice in writing from either party to the agreement of desire to revise, amend or terminate it.
- 27.2 Such notice may be served at any time subsequent to June 30, 2024.

NOTE: A Lump sum payment of \$300.00 shall be paid to each employee upon ratification of this Agreement.

DATE: DAY 11 MONTH December YEAR 2020

SIGNATURES

DocuSigned by:
Rob Mason
0BA194312AA14D9
Rob Mason

DocuSigned by:
Teresa Boutet
1BD1E56BB4ACAF2
Teresa Boutet

DocuSigned by:
Kurt Merner
12408EBE0DAE4E4
Kurt Merner

DocuSigned by:
Kelly Woodman
1BA9C3ED1650459
Kelly Woodman

DocuSigned by:
Glen Rankine
00ED756882534FD
Glen Rankine

DocuSigned by:
David Neale
BF0E106EB7F5480
David Neale