

**COLLECTIVE
BARGAINING
AGREEMENT**

between

THE INTERNATIONAL GROUP, INC.

and

UNIFOR, LOCAL 27C

covering the employees of the

COMPANY'S

CITY OF TORONTO PLANT

2019-2023

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ARTICLE 1

UNION RECOGNITION

- 1.01 The International Group, Inc. hereinafter referred to as The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees at the Company's City of Toronto locations save and except Supervisors, persons in classifications above rank of Supervisors, office staff, sales staff, and students temporarily employed during the summer vacation period.
- 1.02 (a) The Company through its appointed representatives (usually 3 in number) will receive the bona fide representatives of UNIFOR, Local 27C hereinafter referred to as The Union for the purpose of collective bargaining in respect of rates of pay, wages, hours of work and other conditions of employment. The employees' representatives, namely the Bargaining Committee, shall usually consist of three (3) regular employees. Either party can request to increase the number to maximum four (4) representatives upon mutual agreement. In addition to the foregoing, either party can add one outside representative to its Committee.

ARTICLE 1 (cont'd)

UNION RECOGNITION

- (b) The Union agrees to furnish the Company with a list of names of employees who have been elected or appointed Union Officers and Stewards authorized to represent the Union, and the Union will keep this list up to date.
- (c) Stewards, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining permission from the Supervisor or his/her designated representative. Permission to attend to legitimate Union Business will not be unreasonably denied.
- (d) Stewards or members of the bargaining unit designated by the Union to represent its interests respecting workplace issues may leave their assigned work without loss of pay to carry out functions on behalf of the Union provided that prior permission has been received from Company management on each such occasion.

ARTICLE 1 (cont'd)

UNION RECOGNITION

It is understood and agreed that employees acting on behalf of the Union pursuant to this clause shall do so as expeditiously as possible and shall return to their assigned duties and responsibilities immediately upon completion of their activities as Union representatives.

- (e) The Union may elect or appoint not more than six representatives to assist employees in the preparation and presentation of grievances.
- (f) The union may appoint a Grievance Committee consisting of a maximum of two (2) regular employees along with the National Representative if requested by either party.

1.03 The Company agrees to a Union Orientation Program for every newly hired employee not to exceed 1 hour in duration. The time is to be mutually agreed upon between the employee's Supervisor and the Union.

ARTICLE 1 (cont'd)

UNION RECOGNITION

- 1.04 The Company agrees to pay into a special fund three (3) cents per hour per employee for all hours paid, for the purpose of providing paid education leave. This paid education leave will be for the purpose of upgrading the employees' skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by Unifor and sent by the Company to the National Secretary-Treasurer of the Union.

It is understood and agreed by the parties that the hourly rates of the employees in the first year of the Collective Agreement will be reduced by the sum of one (1) cents per hour.

ARTICLE 2

UNION SECURITY

- 2.01 The Company will deduct from the wages of each employee, commencing with the first regular pay period following the month in which a new employee was hired, an amount equal to the regular Union dues and remit the amount to the National Secretary-Treasurer of the Union not later than ten (10) days after the deductions have been made.
- 2.02 The Company will, at the same time, forward to the National Secretary-Treasurer of the Union, a list of those employees who have since the date of the last payment to the Union, been hired, terminated, transferred out of the bargaining unit, or whose deductions are outstanding.
- 2.03 If the amount of monthly membership dues is changed by the Union during the term of the agreement, the Union shall notify the Company in writing thirty (30) days before such change becomes effective.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Company to hire, promote and demote, transfer, lay off due to lack of work, suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent hereinafter provided.
- 3.02 The Union further recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its obligations and to make and alter from time to time reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 3.03 It is further understood that the Company must have the right to decide the number of locations of its plants, products to be manufactured, methods and schedules of productions, including means of processes of manufacturing.
- 3.04 It is agreed that these enumerations shall not be deemed to exclude functions of management not enumerated. It is also agreed that the company will not use its functions of management for the purpose of discrimination against any member of the Union.

ARTICLE 4

NO DISCRIMINATION

- 4.01 Each of the parties to the Collective Agreement acknowledge their obligations pursuant to the Ontario Human Rights Code and the Ontario Labour Relations Act, 1995 and, without limiting the generality of the foregoing, agree that there shall be no discrimination against any employee contrary to the provisions of those statutes.

ARTICLE 5

HOURS OF WORK

5.01 Day Workers - for day workers, the normal working hours shall be from 8: 00 AM to 12:00 Noon and from 12:30 PM to 4:30 PM Monday to Friday inclusive with Saturday and Sunday being the days of rest.

** If a day worker is requested by the Company to work during his/her regularly scheduled lunch period, he/she will be paid at straight time for the lunch period, but will be permitted to take 30 minutes on the Company's time, without pay, for lunch at the first opportunity. Also, for purposes of re-arrangement, training and by granted request, an employee may work through his/her lunch period and quit at 4:00 PM.

Shift Workers Five (5) Day Operation - For shift workers on a five (5) day shift operation, the working hours shall be forty (40) hours per week and eight (8) hours per day. The shifts shall be 7:00 a.m. to 3:00 p.m. (day shift), 3:00 p.m. to 11:00 p.m. (afternoon shift) and 11:00 p.m. to 7:00 a.m. (night shift) Monday to Friday inclusive, with Saturday and Sunday being the days of rest.

ARTICLE 5 (cont'd)

HOURS OF WORK

Continuous Shift Operation - Shift workers on the continuous shift operation shall work a twelve (12) hour shift rotation averaging forty two (42) hours per week, which will cover all working hours in any given week based on a twenty eight (28) day work cycle.

Other Shifts

- 1) the 5 and 2, 8 week rotational shift.
- 2) the 11 :00 a.m. - 7:00 p.m. shift.

The above schedules shall apply except in cases where due to special circumstances, different work periods may be required in which event the starting and stopping time shall be determined by agreement between the Union and Management.

- 5.02 There will be a ten minute rest period allowed twice during each shift, the time of these rest periods to be at the discretion of Management.
- 5.03 No employee working on shift will leave his/her assignment until properly relieved except:
 - i) with the written approval of the supervisor in charge; or
 - ii) if that employee's schedule indicates his shift does not require mandatory relief ("NMR");

ARTICLE 5 (cont'd)

HOURS OF WORK

- iii) NMR shall be indicated by typed letters on the posted schedule;
- iv) amendments to the shift's designation shall not be changed by hand-written notations, i.e. adding the letters NMR or crossing them out if originally typed on the schedule;
- v) in the event the Company does change the designation of a shift, a new typed schedule shall be produced showing the amendment and any employee directly affected by the change shall be provided with a copy of the amended schedule.

- 5.04 Utility position will rotate every six months within the classification.
- 5.05 Except in the event of emergency, the Company will provide two (2) weeks' written notice of any complete departmental shift schedule change.
- 5.06 The Company will post a weekly work schedule prior to 3 p.m. on the Wednesday prior to the commencement of the schedule. The Company reserves the right to make changes to the weekly work schedule based on operational needs but will make best efforts to limit any such changes.

ARTICLE 6

OVERTIME / SHIFT PREMIUM

6.01(a) If an employee is required to work consecutive hours in excess of his/her normal working day he/she shall be paid at the rate of time and one half for the first four hours of work performed in excess to said working day, and double time for the second four hours of work performed in excess of his/her normal working day.

6.01(b) Relief: The parties agree that should an employee call the Company to inform the Company that he/she is unable to attend work for his/her shift that day, the on-shift employee shall be required to remain on shift until he/she is relieved, and in such a case the employee will be paid double time for all time worked. The parties further agree that should the employee's absence continue for consecutive days the provisions of Article 6.01(a) shall apply to the subsequent days of absence.

6.02 No employee shall be required to work more than sixteen (16) continuous hours in any one day.

ARTICLE 6 (cont'd)

OVERTIME / SHIFT PREMIUM

- 6.03 If an employee is called upon to work on the first of his/her regular days off, he/she shall be paid at the rate of time and one half for the first four hours and double time thereafter. If an employee is called upon to work on the second or third of his/her days off, he/she will be paid at the rate of double time.
- 6.04 1. Day workers - Days of rest will be deemed to have been earned after completion of a five (5) day schedule, (a complete schedule means reporting for work as scheduled on the 5th day of the schedule if not on leave of absence or excused leave) and any shift change premium would apply after the days off are taken or worked at premium rates as scheduled.

Shift change premium to apply

- change to continuous shift operation where starting time or days off are altered.
- change to five (5) day shift operation if the change occurs during the five-day schedule and the starting time is altered.

No shift change premium to apply - on return to regular day shift.

ARTICLE 6 (cont'd)

OVERTIME / SHIFT PREMIUM

2. Five (5) day shift workers - Days of rest will, be deemed to have been earned after completion of a five (5) day schedule (a complete schedule means reporting for work as scheduled on the 5th day of the schedule if not on leave of absence or excused leave) and any shift change premium would apply after the days off are taken or worked at premium rates as scheduled.

Shift change premium to apply

- change to the continuous shift operation where the starting time or days off are altered.
- change of starting time in the five day schedule during the five (5) day schedule.
- on the third consecutive afternoon or midnight shift (start of five (5) day schedule) and succeeding repeats of same.

No shift change premium to apply - on return to regular days or return to shift at the start of a five (5) day schedule.

3. Continuous shift operation - Days of rest will be deemed to have been earned after reporting for work as scheduled on the last day of the schedule if not on leave of absence or excused leave and any change of shift premium would apply after the days off are taken or worked at premium rates as scheduled.

ARTICLE 6 (cont'd)

OVERTIME / SHIFT PREMIUM

Shift change premium to apply

- change to another shift in the continuous shift operation.
- change to five (5) day shift operation if the change occurs during the five (5) day schedule and the starting time or days off are altered.
- change back to regular shift if lapsed time is more than six (6) calendar weeks.

No shift change premium to apply - on assignment to regular days.

- on return to regular shift unless elapsed time is more than six (6) calendar weeks.

4. Relief Workers - Days of rest will be deemed to have been earned after completion of a five (5) day or continuous shift schedule depending on assignment, and any change of shift premium would apply after the days off are taken or worked at premium rates as scheduled.

Assignment to days - no premium.

To five (5) day shift operation - no premium unless assignment occurs during five (5) day schedule and starting time or days off are altered.

ARTICLE 6 (cont'd)

OVERTIME / SHIFT PREMIUM

To continuous shift operation - premium for every change of shift except as noted under 6.09.

All categories - no premiums are applicable if change of shift is at employee's request or if a re-arrangement is necessary due to a Layoff.

6.05 Regardless of the number of hours overtime, the Company agrees not to suspend or lay off an employee to avoid payment of overtime.

6.06 Overtime shall be kept to a minimum and when practicable shall be distributed among the employees in the classification of the affected department as evenly as possible.

The Union may request overtime equalization results monthly and the Company will provide the results upon such request.

6.07 Overtime rates and meal allowance will not be paid when:

(a) A change in shifts is made at the request of and for the convenience of an employee.

ARTICLE 6 (cont'd)

OVERTIME / SHIFT PREMIUM

- (b) When an employee works overtime without being authorized to do so by his/her Supervisor, unless the employee considers such overtime to be an operational necessity and no Supervisor is available to give the required authorization.
- 6.08 Any employee who loses time through shift changes will be entitled to make up such lost time as soon as mutual arrangements make it possible.
- 6.09 If a relief worker has a shift change where the duration is three or less days, and does not extend into the days off of the old schedule, and where the starting time is not altered he/she will not be entitled to the shift change premium.
- 6.10 The extra two hours worked by continuous shift workers shall be calculated and paid weekly at the rate of 2.38 percent of all scheduled hours worked on the rotating shift.
- 6.11 If a change of schedule coincides with a recognized holiday, change of schedule premium will be applied to the next regular shift of the employee's new schedule.

ARTICLE 6 (cont'd)

OVERTIME / SHIFT PREMIUM

6.12 The Company will pay shift differentials as follows:

- A: Employees assigned to the afternoon shift will receive a shift differential of \$1.05 an hour for work performed on that shift.
- B: Employees assigned to the night shift will receive a shift differential of \$1.55 an hour for work performed on that shift.
- C: Contributions to employees benefits shall not be subject to overtime premiums.

6.13 Where this Collective Agreement refers to "shift change premium", "change of shift premium" and "change of schedule premium", such premium shall be 50% of the employee's straight time hourly rate for the first eight (8) hours of the changed shift for which the employee is being paid his or her straight time hourly rate.

6.14 There shall be no pyramiding of any premiums payable under the Collective Agreement.

ARTICLE 7

CALL IN PAY / REPORTING PAY

- 7.01 An employee called in to work before his/her regularly scheduled starting time will be reimbursed by a minimum of three (3) hours at the appropriate rate provided he/she commences work within a reasonable amount of time from such call in.
- 7.02 An employee reporting for work as scheduled and employed less than a full scheduled day will be paid a minimum of four (4) hours pay at his/her straight time rate, or will be paid for the hours actually worked, at the applicable rate. The minimum for twelve-(12) hour shift employees will be six (6) hours. The provisions of this paragraph shall not apply to employees making up lost time or an employee called in to work for a meeting.
- 7.03 An employee reporting to work for any scheduled training or testing on his/her regular days off will be paid a minimum of three (3) hours pay at the applicable rate.

ARTICLE 8

SENIORITY

- 8.01 Employees shall have plant and departmental seniority.
- 8.02 Plant seniority shall become effective only after an employee has been actually and actively in the employ of the Company at the Toronto locations for a period of 480 hours worked including overtime hours and shall be computed from the date of his/her latest employment.
- 8.03 (a) An employee's first 480 hours worked, including over-time hours shall be considered a probationary period and should the Company consider it advisable to terminate the services of any employee during this period, such action shall not be made the subject of a grievance under Article 12 of this agreement. Overtime hour calculation: one (1) overtime hour worked is equal to one (1) hour towards probation period.
- (b) Notwithstanding 8.02 and 8.03(a), an employee's first 960 hours worked, including over-time hours shall be considered a probationary period when that employee is hired for a position within percolation, the pump house, refinery or boiler room. Such probationary period shall be subject to the same terms and conditions set out in 8.03(a).

ARTICLE 8 (cont'd)

SENIORITY

- 8.04 Department seniority shall become effective 180 worked days after an employee has been transferred to a department and shall be computed from the date on which he/she first entered the department. If within such 180 day period, an employee is returned by the Company to the Department from which he/she was transferred, his/her earned seniority rights in the department to which he/she is returned shall be retained and the time spent in the department to which he/she was transferred will be added thereto; but if he/she is returned after such 180 day period, he/she shall have seniority in the department to which he/she is returned only to the extent of the actual time spent in the department.
- 8.05 The Company will maintain and post plant and departmental seniority lists and will provide the Local with copies thereof semi-annually or sooner as requested by the Local executive. Protest in regard to seniority status must be submitted in writing within sixty (60) days from the date seniority lists are posted. If proof of error is presented by an employee or his/her representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred with by the Union.

ARTICLE 9

VACANCIES AND PROMOTIONS

- 9.01 Appointments to vacant or newly created positions shall be made by the Company on the basis of qualifications and seniority, and qualifications being sufficient, seniority shall govern.
- 9.02 (a) Vacancies in permanent jobs in the lowest classification in any department, as set forth in the established line of Promotion Chart, shall be posted for a period of seven (7) consecutive calendar days on the plant bulletin boards. Such bulletins will show a general job description, qualifying requirements, rate of pay, hours of work and other pertinent information. Employees who desire to be considered for a transfer to a department to which there is a vacancy must file a written application with the Department Supervisor before the expiration of the seven-day period, clearly setting forth their qualifications for the job. In filling such job vacancies, the Company will give full consideration to employees who are absent on account of vacation, sickness or other excused absence.

ARTICLE 9 (cont'd)

VACANCIES AND PROMOTIONS

- (b) The company will endeavor to interview all candidates within ten (10) working days. The successful candidate(s) will be notified within five (5) working days after the interviews are completed. A letter will be sent to the union and posted the next day naming the successful candidate(s). The Union will also be provided with a list of the names of all applicants.

9.03 When a vacancy occurs in a permanent job classification above the lowest classification in a department, promotion shall be made from the next lower job classification as shown on the Line of Promotion Chart, provided that there are qualified employees therein. If there are no qualified employees in the next lower classification the Company will select a qualified employee from successive lower classification if possible otherwise the vacancy will be posted as provided in Paragraph 9.02 of this ARTICLE 9.

9.04 When an employee is selected for job vacancy or transfer he/she will be allowed a reasonable length of time under competent supervision to establish his/her ability to perform the new duties to which he/she is assigned.

ARTICLE 9 (cont'd)

VACANCIES AND PROMOTIONS

- 9.05 An employee who is found to be incapable of performing the duties of a job to which he/she has been promoted and is disqualified, shall not lose his/her right to return to the job from which he/she was promoted nor his/her right to promotion to some job which he/she is capable of performing.
- 9.06 If an employee has declined promotion to a higher classification for reasons other than temporary physical incapacity and subsequently accepts promotion to the same higher classification, his/her departmental seniority shall not be effective for the purpose of placing him/her ahead of employees who did accept such promotion as a result of his/her refusal to do so, and he/she will remain behind such employees throughout that classification and in higher classifications within that department.
- 9.07 Subject to Article 21.03(b), if it becomes necessary to assign an employee to the lowest classification in any department for the purpose of relief, such vacancy may be temporarily filled at the discretion of the Company.

ARTICLE 9 (cont'd)

VACANCIES AND PROMOTIONS

- 9.08 Employees may start their employment in the Labourer classification or in any other department or classification and will accumulate seniority, but the Company will only fill vacancies above the Labourer classification with new employees when necessary requirements cannot be filled by qualified employees within the Plant in accordance with the procedure set forth in Paragraph 902 and 903 of this ARTICLE 9.
- 9.09 Promotions, demotions, and reduction in forces will, subject to the provisions of this ARTICLE 9, be made in accordance with the established line of Promotion Chart. The said line of Promotion chart is appended to this Agreement as Appendix "C".
- 9.10 For the purposes of seniority administration, each employee will be considered to have qualified for the department and classification in which he/she is regularly assigned, as of the effective date of his/her entry into the Department, from which date departmental seniority will be effective.

ARTICLE 9 (cont'd)

VACANCIES AND PROMOTIONS

- 9.11 An employee who has been, or is, promoted from a job classification covered by this Agreement to a position with the Company excepted from this Agreement, thereby causing a vacancy, shall retain his/her seniority rights and continue to accumulate seniority while so employed for a three (3) month period.

Such person, when transferred from excepted employment, may, within sixty days of such release, exercise his/her seniority rights to any position which he/she is qualified to fill, and failing to do so will forfeit his/her right to such position, until the position next becomes vacant. Should such employee return to the bargaining unit within the three (3) month period he/she will pay union dues retroactively for the period he/she was an excepted employee. The Company will advise the Union of its temporary Supervisors and this article shall not apply to them. An employee promoted to an excepted position and who returns to the bargaining unit will not be promoted for two years from the date of his/her return.

ARTICLE 9 (cont'd)

VACANCIES AND PROMOTIONS

- 9.12 Vacancies of a temporary nature resulting from vacations, injury, sickness, leave of absence or emergencies shall be filled by moving up the personnel of the shift into successively higher classification until the vacancy is filled, unless such an arrangement will not produce coverage with employees having the necessary qualifications, then relief will be provided by the movement of personnel from another shift.
- 9.13 The Union will receive a copy of all job postings and all job postings that are not filled within thirty (30) days shall be reposted with the exception of the boiler room, refinery and maintenance departments. Such postings will be reposted if not filled within 120 days.
- 9.14 (a) Pumpman #2 and Relief Pumper classifications shall include shifts as EC/PC Blender;
- (b) Pumpmen #2 may request or may, in the discretion of the Company be assigned to, shifts as EC/PC Blender;
- (c) Pumpmen #1 who wish to request that they be scheduled to EC/PC Blender shifts will advise the Company;

ARTICLE 9 (cont'd)

VACANCIES AND PROMOTIONS

- (d) Employees requesting EC/PC Blender shifts will give up their shift selection as per Appendix "B". Employees who are assigned EC/PC Blender shifts shall maintain their right to shift selection;
- (e) EC/PC Blender shifts will be paid at Pumpman #2 rate
- (f) The Employer shall have the right to schedule Employees to EC/PC Blender shifts as required by business needs.

ARTICLE 10

LAY-OFF / RECALL

- 10.01 When reducing forces, senior employees with the qualifications to perform the work will be retained. An employee whose job classification is abolished or who is displaced shall be entitled to exercise his/her seniority rights displacing a junior employee in the next lower classification in the department, provided he/she has the qualifications to perform the work.
- 10.02 Should employees being considered for reduction from a classification have the same departmental seniority the employee with the least plant seniority will be reduced. Should employees being considered for reduction from a classification have the same departmental seniority and plant seniority the employee will be retained in the classification who possesses the greater ability and efficiency.
- 10.03 If an employee is about to be reduced from the lowest classification in any department he/she may then claim a job in the Labourer/Utility worker classification on the basis of plant seniority and if he/she does so; the Labourer/Utility worker with the least plant seniority may be laid off.

ARTICLE 10 (cont'd)

LAY-OFF / RECALL

- 10.04 Employees in the Labourer classification will be laid off in inverse order of their plant seniority and after lay-off will be re-hired in the order of their plant seniority.
- 10.05 If an employee who has been in the employ of the Company for a period of 480 hours or longer, is laid off and subsequently re-employed within 365 days after being laid off, all his/her seniority rights as an employee which accumulated up to the date of his/her lay-off shall be reinstated. Notwithstanding any other provision of this Article 10, if an employee is laid off and so remains for a period of more than 365 consecutive calendar days, he/she permanently loses all seniority rights as an employee as of the date of his/her lay-off.
- 10.06 Any former employee who has earned seniority rights and is laid off for 365 days or less and who has kept his/her current address on file with the Company will be given notice by registered mail at such address of a vacancy for which he/she is eligible. If he/she cannot be located at that address or does not report for duty within seven days after a reasonable attempt to notify him/her has been made, he/she shall, unless there are extenuating circumstances,

ARTICLE 10 (cont'd)

LAY-OFF / RECALL

lose his/her seniority rights and his/her name shall be removed from the lay-off list and the next eligible man/woman shall be offered such vacancy; but if within the said seven day period he/she notifies the Company of his/her intention to accept such vacancy he/she shall then be allowed two (2) weeks from the date of notice of such acceptance to report for work without loss of seniority rights, provided further that this shall not extend the period of 365 consecutive calendar days referred to in Paragraph 10.05 of this Article 10. The Company, at its discretion, may temporarily fill vacancies until the eligible man/woman is notified and reports for duty as set forth above.

- 10.07 Relief Operators with departmental seniority pursuant to Article 8.04 will be returned to the departments from which they were laid off without having to reapply for such position in the event that the Company determines that the workload has resulted in a vacancy during the one (1) year period following that Relief Operator's initial lay-off from that position.

ARTICLE 10 (cont'd)

LAY-OFF / RECALL

10.08 Except in circumstances in which an employee's lay off is because the contract of employment has become impossible to perform or has been frustrated by a fortuitous or unforeseeable event or circumstance, the Company shall provide notice, or pay in lieu of notice, to laid off employees as follows:

Complete years of service
as of date of lay off

Required notice

Less than one (1) year
One year to five (5) years
Five (5) years to ten (10) years
Ten (10) years to twenty (20) years
Twenty (20) years or greater

One (1) calendar week
Three (3) calendar weeks
Four (4) calendar weeks
Five (5) calendar weeks
Six (6) calendar weeks

ARTICLE 11

TRAINING

- 11.01 (a) Employees shall be encouraged to learn the duties of other job classifications and every opportunity shall be afforded them to learn the work on such positions in their own line, and during their regular working hours, when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may arrange with the interested employees to exchange positions for short temporary periods without affecting the rates of the employees concerned.
- (b) The Company shall pay 50% of all tuition, fees and books for courses successfully completed, that employees covered by the Agreement choose to enroll in, with the prior approval of the Company.
- (c) The company shall pay 100% of all tuition, fees and books for courses successfully completed provided the company requests the course to be taken.

ARTICLE 11 (cont'd)

TRAINING

- (d) The parties agree that the Company may appoint employees at its sole discretion to train other employees. Employees so designated will receive a premium of \$1.00 per hour for all hours spent as a trainer.
- 11.02 i) Upon an employee successfully completing Class “B” refrigeration, stationary engineer or Canadian Fire Alarm Association exams taken with the prior written approval of the Company, he/she will be reimbursed for the costs of such exams.
- ii) The Company will pay for the renewal of Class “B” refrigeration, stationary engineer or Canadian Fire Alarm Association certificates.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.01 The parties to this agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. A grievance procedure is provided as means of orderly settlement of grievance on matters covered by the terms of this Agreement.
- 12.02 A Step 1 - Any employee with a complaint may discuss the complaint with his/her Supervisor, provided that the complaint is submitted within twelve (12) calendar days from the occurrence of event giving rise to the complaint. The Supervisor will answer the complaint within six (6) calendar days from the date of receipt of the complaint.
- B Step 2 - In the event that a settlement to the complaint is not reached at Step 1, the Union may forward a grievance in writing to the Company within nine (9) calendar days of the date of the Supervisor's answer at Step 1 or the expiry of time for the Supervisor to provide that answer, whichever is earlier. Within six (6) calendar days of the grievance being forwarded to the Company, a meeting will be held between the employee with the Union Committee and the Supervisor with the Company Committee to attempt to settle the grievance.

ARTICLE 12 (cont'd)

GRIEVANCE PROCEDURE

The Company Committee will provide its response in writing to the grievance to the Union Committee within six (6) calendar days from the date of the meeting. If a settlement satisfactory to the Union is not reached, the grievance may proceed to Step 3.

- C Step 3 - The Union Committee may forward the grievance in writing to the Company within nine (9) calendar days of the date of the Company Committee's response at Step 2 or the expiry of the time for the Company Committee to provide its response, whichever is earlier. Within six (6) calendar days of the grievance being forwarded to the Company at Step 3, a meeting will be held between the Union Committee and the Company Committee to attempt to settle the grievance. The Company Committee will provide its response in writing to the Union Committee within six (6) calendar days from the date of the meeting. If a settlement satisfactory to the Union is not reached, the Union may refer the grievance to arbitration as provided in Article 13.

ARTICLE 12 (cont'd)

GRIEVANCE PROCEDURE

- 12.03 A grievance may be filed by the Union Committee provided the grievance relates to the operation of the contract and arises out of a difference between the company and the Union over the interpretation, application, administration or alleged violation of the Agreement. Such policy grievance shall be filed at Step 3 of the Grievance Procedure.
- 12.04 In the event of a grievance of the Company, such grievance shall be filed at Step 3 of the Grievance Procedure.
- 12.05 a) At Step 2 of the grievance procedure set out in Article 12.02, above, the Committees of the Union and the Company shall each be comprised of a maximum of two (2) members.
- b) At Step 3 of the grievance procedure set out in Article 12.02, above, the Committees of the Union and the Company shall each be comprised of a maximum of four (4) members.

ARTICLE 13

ARBITRATION

- 13.01 The Arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within 10 days from the date of receipt of the final answer in the grievance procedure.
- 13.02 All disputes referred to arbitration shall be determined by a sole arbitrator. Should the parties be unable to agree on an individual to act as arbitrator, the Office of Arbitration of the Ontario Ministry of Labour will be asked to appoint a sole arbitrator to hear and determine the dispute. The parties will share equally the fees and expenses of the assigned arbitrators.
- 13.03 An arbitrator appointed to hear a grievance between the parties shall not have the power to alter or change any of the provisions of this Collective Agreement nor give any decision inconsistent with its terms and conditions except to the extent required by statute.

ARTICLE 14

DISCIPLINE AND DISCHARGE

- 14.01 In all cases of complaints arising over an alleged unjust discharge, suspension or lay-off, a written notice of such complaint must be filed with the Company by the employee or his/her representative within 10 days after notice to the employee affected.
- 14.02 When an employee is discharged or voluntarily resigns, he/she immediately loses all employee rights and benefits. When suspended, an employee loses all rights to wages during the period of suspension, but does not lose his/her other employee rights and benefits.
- 14.03 If a discharged or suspended employee is, pursuant to a decision reached under the terms of ARTICLE 13, found not to have committed the act or omission for which he/she was discharged or suspended, or, if the discharge or suspension of an employee constitutes discrimination within the meaning of Article 4, he/she will be reinstated with no diminution of employee rights and benefits and will be paid in full at his/her regular rate for all scheduled time lost due the discharge or suspension.

ARTICLE 14 (cont'd)

DISCIPLINE AND DISCHARGE

- 14.04 Letters of a Disciplinary nature to an employee will be copied to the Chief Steward. All discipline other than safety infractions and attendance issues shall be removed from an employee's record after 24 months, provided the employee has not received a further disciplinary penalty within that period.
- 14.05 In the event that the Company holds a meeting in which an employee is receiving discipline involving a written warning, suspension or termination, the employee shall be advised by the Company of his/her right to Union representation in the meeting should he/she wish this and the meeting shall not proceed without such representation being provided.

ARTICLE 15

HOLIDAYS

- 15.01 An employee shall be paid at the rate of double time for all work performed on the following twelve paid holidays.

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

2nd Monday, November

Christmas Day

Boxing Day*

Floating Day* *

*Boxing Day shall be the day following the day Christmas is observed.

**To be determined by mutual agreement of both parties.

ARTICLE 15 (cont'd)

HOLIDAYS

15.02 In addition, all employees shall receive their regular straight time pay for the normal working day with the following exceptions:

- (a) If the employee is absent on his/her last scheduled working day prior to the paid holiday or the first scheduled working day following the paid holiday, and said absence is unexcused or without leave.
- (b) If the employee is on leave of absence for any reason.
- (c) If an employee does not work on the paid holiday when he/she is scheduled to do so and such absence is unexcused or without leave.

ARTICLE 16

VACATIONS WITH PAY

- 16.01 A. After completing one year of active and continuous service, as at June 30th, an employee is eligible for an annual vacation of two weeks with 4% of his/her gross annual earnings.
- B. After completing five years of active and continuous service, as at June 30th, an employee is eligible for an annual vacation of three weeks with 6% of his/her gross annual earnings.
- C. After completing ten years of active and continuous service, as at June 30th, an employee is eligible for an annual vacation of four weeks with 8% of his/her gross annual earnings.
- D. After completing twenty years of active and continuous service, as at June 30th, an employee is eligible for an annual vacation of five weeks with 10% of his/her gross annual earnings.

ARTICLE 16 (cont'd)

VACATIONS WITH PAY

- 16.02 An employee may express his/her preference for the time of his/her vacation and due consideration will be given and where possible his/her wishes will be granted, but vacations must be taken at a time most conducive to the efficient operation and maintenance of the plant and as scheduled by the Company.
- 16.03 Vacations shall not be cumulative nor may they be substituted or exchanged without permission of the Company.
- 16.04 Vacation schedules shall be completed and posted by the first of May each year.
- 16.05 Should a Company-observed paid holiday fall within an employee's vacations, he/she shall be allowed time off, with pay, equal to the Company-observed paid holiday, such time off to be taken consecutive with his/her vacation.

ARTICLE 16 (cont'd)

VACATIONS WITH PAY

16.06 If an employee works four (4) months in either

- a) the period from July 1 to December 31; or
- b) the period from January 1 to June 30

during any one vacation year (i.e. July 1 to the following June 30), such employee will be provided with the greater of:

- i) the vacation pay payable to the employee pursuant to Article 16.01; or
- ii) an amount equal to the employee's base hourly rate times 40 hours times the number of weeks of vacation time to which the employee is entitled pursuant to Article 16.01, subject only to the exception that an employee terminated for just cause and whose termination is not otherwise overturned through arbitration or by agreement of the parties, shall be eligible only for such vacation pay which may be payable to him or her pursuant to Article 16.01. For greater certainty, employees whose employment ends prior to June 30 for reasons other than termination for just cause (e.g. retirement, indefinite layoff, frustration of contract), shall be eligible to receive vacation pay calculated in accordance with this Article 16.06.

ARTICLE 16 (cont'd)

VACATIONS WITH PAY

- iii) This Article 16.06 shall not apply to Employees in their first year of employment or Employees who resign during the vacation year. In those situations, vacation pay shall be calculated in accordance with Article 16.01.
- 16.07 There shall be no carry-over of vacation without the permission of the Company.
- 16.08 Up to five (5) vacation days may be taken by an employee as single vacation days during each calendar year.

ARTICLE 17

LEAVE OF ABSENCE

- 17.01 Subject to the Company's operational requirements, the Union's delegates not exceeding two in number will be granted Union business leave without pay, not to exceed a total of sixty-five (65) days in any one calendar year to attend meetings, educational courses, conventions or conferences of the Union, provided at least one (1) weeks' notice in writing is given. The Company will consider requests in excess of the limitations set out above at its discretion. This Article does not include union leave to attend arbitration hearings or for the purposes of collective bargaining. For greater certainty, Union business leave granted pursuant to this Article shall not be considered a leave of absence for the purposes of Article 15.02(b).
- 17.02 Individual employees may, with the Company's consent in writing, obtain a leave of absence without pay when, in Management's opinion, conditions warrant it. The written consent shall state the dates at which the Leave of Absence begins and ends, and if the employee concerned does not return to work on or before the end of such leave of absence, his/her name may be removed from the seniority list.

ARTICLE 17 (cont'd)

LEAVE OF ABSENCE

If such an employee is allowed to return to work after the expiration date of the leave of absence, he/she shall for seniority purposes be considered as a new employee. However, an extension to the leave of absence not to exceed three months, may be applied for and with the Company's consent in writing granted, provided the employee concerned requests such extension in writing at least two weeks before the projected termination of the leave of absence. Requests for leave shall not be unreasonably denied.

- 17.03 The name of any employee on an authorized leave of absence shall be continued on the seniority list.
- 17.04 The Company will grant a leave of absence of up to one (1) year duration to the Union Executive Member who is elected or appointed to fill a full time office with the Union at a National or Local level. There can be no more than one person on this leave at a time and one month's written notice is required.

ARTICLE 17 (cont'd)

LEAVE OF ABSENCE

The employee will be entitled to return to the classification at the location he/she last held with the Company provided the classification is being held by a more junior employee. If such a position is not available he/she will be assigned to whatever other position is open or by bumping the employee with the least seniority.

During such appointment the employee shall maintain and accumulate seniority and shall be covered for his/her normal benefits except those arising from loss of income.

The Union agrees to reimburse the Company each month for the full amount of such premium cost as incurred by the Company including the cost of maintaining the employee's pension benefits during the leave of absence period.

ARTICLE 18

PREGNANCY / PARENTAL LEAVE

- 18.01 An employee shall be granted pregnancy and parental leave as provided in the *Employment Standards Act, 2000*.

Employee benefits will be maintained and seniority will continue to accrue during the above leave.

ARTICLE 19

BEREAVEMENT LEAVE

- 19.01 Upon request, an employee shall be granted up to a maximum of five (5) days' leave with pay when there is a death in the immediate family, i.e., mother, father, daughter, son, adopted step-son, adopted step-daughter, sister, brother, spouse, mother-in-law, father-in-law, grandchild. A leave of two (2) days with pay shall be granted to employees who suffer a death of their, sister-in-law, sister-in-law's spouse, brother-in-law, brother-in-law's spouse, son-in-law, daughter-in-law, grandparents. One (1) day with pay will be granted to attend the funeral of a spousal grandparent.
- 19.02 Should an employee wish to do so, he or she may substitute a step-parent for a biological parent in order to access bereavement leave, provided that in no case shall an employee be granted in excess of two bereavement leaves in respect of all that employee's biological and step-parents.

ARTICLE 20

JURY DUTY

- 20.01 Employees serving as jurors or Crown witnesses shall be paid the difference between their straight time hourly rate of pay and the amount received as jurors or Crown witnesses.

ARTICLE 21

RATES OF PAY

- 21.01 An employee shall receive not less, nor more, than the job rate established for the work performed, that rate to become effective immediately upon the employee performing the particular job on his/her own responsibility under normal supervision.
- 21.02 The schedule of rates will apply to the job classification as recorded in Appendix "A" and the Company agrees to pay and the Union agrees to accept such scheduled rates during the life of this agreement.
- 21.03 (a) If an employee is temporarily assigned, for two (2) hours or more, to work in a classification other than his/her regular classification, no change in his/her classification or rate of pay will be made during the period of such temporary assignment, unless the rate of pay for the classification to which he/she is temporarily assigned is higher than his/her regular rate, in which event he/she will receive the higher rate.

ARTICLE 21 (cont'd)

RATES OF PAY

- (b) Temporary transfers will not exceed fifteen (15) working days. This period may be extended by mutual consent. Transfers of a longer period will be permitted to replace an employee off work due to a compensable injury or illness approved leave of absence, training or vacation.

21.04 If the Company should combine job classification, change job classifications and/or establish new classifications, the Company shall develop appropriate wage rates for the combined, changed or new job classification, and wage rates then in effect here under and will put such rates into effect.

The Company will notify the Union in writing, fifteen (15) days prior to such rates being placed into effect and, if requested, will meet with the Union to discuss said rates.

If the Union disagrees with the rate or rates so established after such rates have been in effect for thirty (30) working days, a grievance may be filed within fourteen (14) days thereafter in the third step of the grievance procedure: Article 12.

ARTICLE 21 (cont'd)

RATES OF PAY

If the matter is processed to arbitration under Article 13, the Arbitrator shall in determining the rate(s), do so in relationship to the established jobs, job classifications and wage rates as shown in Appendix "A".

- 21.05 If an employee is called into a meeting by the Company or is called in as a result of an agreement between the Company and the Union, during his/her regularly scheduled hours of work, he/she will be paid for such time at his/her regular rate. If the meeting extends beyond his/her regular working hours, or has been called for any time other than his/her regular working hours, he/she will be paid time and one half for such extra time except that if the meeting is held for the purpose of (1) collective bargaining or (2) consideration of grievances in connection with any of the Articles of this Agreement, no payment will be made to such employee for time spent outside his/her regularly scheduled working hours. This provision, in so far as it applies to annual contract negotiations for the employees covered by this Agreement, is limited to a maximum of three employees, or as laid out in Article 1.02 (a).

ARTICLE 21 (cont'd)

RATES OF PAY

- 21.06 The Company will pay all employees weekly.
- 21.07 A weekend premium of \$3.00 per hour shall be paid for all scheduled hours worked on the continuous shift operation schedule. This rate is not subject to overtime premium and the hours of work which this premium is applied to is the 48 hours contained between 12:01 AM Saturday to 12:01 AM Monday.
- 21.08 Employees will not lose pay as a result of negotiating The Collective Agreement with the Company. This article applies to all employees who miss the shift immediately prior to or subsequent to the shift during which negotiations occur as well as employees who miss their regular shift for negotiations. Employees representing the Union in contract negotiation as above will not be paid for more than their regular shift and will not be expected to return to or attend work. The Company will not be responsible for payment to these employees once the parties meet in Conciliation.

ARTICLE 22

SAFETY AND HEALTH

- 22.01 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn, and such other equipment as is, in the opinion of the Company, necessary to protect the employee from injury, will be provided by the Company.
- 22.02 a) The Company agrees to provide and maintain a lunch room, lockers and washrooms and the Union agrees that through its members it will co-operate fully with the Company in the maintenance and cleanliness of these facilities.
- b) Day workers bringing lunches to the plant shall eat such lunches in the lunchroom provided by the Company for this purpose.
- 22.03 The Company will provide adequate first-aid facilities and medical supplies in accessible parts of the plant and will encourage and foster qualified first-aid instruction for the employees.

ARTICLE 22 (cont'd)

SAFETY AND HEALTH

- 22.04 The Union agrees to provide full moral support in the safety and health campaigns that will be a continuous part of the relations between the Company and its employees.
- 22.05 Applicants for initial employment and for re-employment after a lay-off of more than 365 consecutive days shall submit to a physical examination by the local physician appointed by the Company. Except in special circumstances, the Company will not hire any such applicant who is found not to meet the minimum physical requirements of the Company for the job for which he/she is making application, and the findings of the Physician appointed by the Company shall be final.
- 22.06 Before any person is re-employed after a lay-off of 365 consecutive days or less, or after he/she returns from a leave of absence, he/she may be required to furnish a certificate signed by the local physician appointed by the Company showing that he/she meets the Company's minimum physical requirements for the job for which he/she is to be re-employed.

ARTICLE 22 (cont'd)

SAFETY AND HEALTH

If the findings of such Physician are that such person does not meet those minimum requirements, the applicant may, at his/her own expense, obtain a physical examination by a second physician agreeable to him/her. If the findings of this second physician are that the applicant does meet the minimum physical requirements, then the employee shall be examined by a third physician, agreeable to the applicant and the Company, at the expense of the Company. The third physician's findings as to the facts of the applicant's physical condition shall be final, and if its findings meet the minimum physical requirements of the Company, then such person shall be eligible for re-employment, otherwise not.

- 22.07 (a) In case an employee returns to work after being absent due to illness or physical impairment, the Company may require him/her to furnish a certificate signed by a physician appointed by the Company showing that he/she is physically fit to return to work.

ARTICLE 22 (cont'd)

SAFETY AND HEALTH

If the physician finds that the employee is not physically fit to return to work, the employee may, at his/her own expense, obtain a physical examination by a second physician agreeable to him/her. If the findings of the second physician are that the employee is fit to return to work, then the employee shall submit to an examination by a third physician agreeable to the employee and the Company, at the expense of the Company, and the opinion of the third physician shall be final.

- (b) If an employee becomes incapable of performing his/her work through accident or illness, the Company shall provide work in accordance with its obligations under the Ontario Human Rights Code and the Workplace Safety and Insurance Act.
- (c) The parties agree that it is the responsibility of an employee off work due to illness or injury to keep the Company informed of his/her medical condition on a regular basis.

ARTICLE 22 (cont'd)

SAFETY AND HEALTH

The parties further agree that should the Company be required to contact an employee off work for the foregoing reasons, only the Company nurse or the employee's immediate supervisor will contact the employee.

- 22.08 Irrespective of the foregoing, the Company may, in cases of constantly recurring absence from duty, or in other exceptional cases, require the employee to submit to an examination by a physician appointed by the Company. In case of dispute arising over the findings of the physician the procedure set forth in paragraph 22.06 of the Article 22 shall apply.
- 22.09 When an employee suffers an industrial accident during his/her regular working hours and becomes entitled to WSIB benefits , the Company will pay the employee his/her hourly rate plus shift premium, if any, for the balance of that shift. The Company will pay the full cost of ambulance or taxi whichever the case may be to transport the injured employee.

ARTICLE 22 (cont'd)

SAFETY AND HEALTH

- 22.10 The parties shall recognize the Joint Health and Safety Committee ("JHSC"). The JHSC will hold regular meetings at least quarterly but no more than monthly for the purpose of discussing safety matters. The union through both its executive committee and its safety representatives will actively promote the company's safety policy and programs within the unit.
- 22.11 Gloves will be available by requisition for the first pair and by return of worn out pairs to stores.
- 22.12 The Company will supply overalls at no cost to the employee, on the understanding that the employee will wear them at all times while on duty. Additional spares will be made available for the use of all employees who require from time to time under special circumstances additional changes.
- 22.13 The Company shall supply pants and shirts in lieu of overalls where desired if the employee pays the difference in cost.

ARTICLE 22 (cont'd)

SAFETY AND HEALTH

22.14 The Company will make available to the Safety Committee SDS Sheets for all new chemicals prior to their use.

22.15 The Company will provide work boots as needed. The type(s), cost, and supplier will be determined by the Company and Union committee. The employees Supervisor must approve the request before any purchase is made and old work boots are to be turned in.

The wearing of hard soled, leather upper, C.S.A. approved boots is mandatory.

Employees may choose to purchase boots and be reimbursed upon submission of receipts (maximum amount \$200.00 including taxes).

22.16 The Company will provide winter parkas where required. These parkas are company property and must remain on Company property. Any employee issued a parka must sign for such and return same at the end of the season.

22.17 The Company will provide payment for prescription safety glasses including progressive lenses.

ARTICLE 22 (cont'd)

SAFETY AND HEALTH

- 22.18 On request, once during the course of this Collective Agreement, the Company will purchase either a vest or a hoodie for each Employee.

ARTICLE 23

STRIKES AND LOCKOUTS

- 23.01 It is agreed there shall be no strikes or stoppages of work upon the part of the Union or any of its members during the life of this Agreement, nor shall there be any lockout of the Union or any of its members by the Company during the life of this Agreement.

ARTICLE 24

BULLETIN BOARDS

- 24.01 The Union will be provided with a bulletin board by every time clock location and in the Boiler Room. Notices must be signed by an officer of the Union and pertain to union Business.

ARTICLE 25

MEAL ALLOWANCE

- 25.01 (a) The Company will pay a meal allowance of \$20.00 if an employee is required to work two hours or more consecutive to his/her regular scheduled hours. However, if more than twelve hours notice has been given regarding this requirement said meal allowance will not be payable.
- (b) If and when employees are required to work more than two hours past their regular quitting time it will be in order to designate one employee in the labourer classification to leave the premises for not more than one hour and without loss of pay to obtain food.

ARTICLE 26

SEVERANCE PAY

- 26.01 (a) If the employment of any employee is permanently severed because of technological changes or automation, he/she will be entitled to a severance pay according to the following schedule:
- (i) for an employee with over one but less than three years of service with the Company, a severance pay will be given equal to one week of his/her average weekly straight time earnings at the time of termination of employment.
 - (ii) for an employee with three or more years of service with the Company, a severance pay will be given equal to one week of his/her average straight time earnings at time of termination for each year of service up to a maximum of 26 weeks.

ARTICLE 26 (cont'd)

SEVERANCE PAY

- (b) In the event of plant closure, severance pay will be paid in accordance with the *Employment Standards Act, 2000* or any successor legislation except that all Employees with more than 25 years' continuous service with the Company shall receive severance pay equivalent to 1.5 weeks' regular wages per completed year of service to a maximum of 52 weeks.
- (c) For the purpose of this Article “week” shall be defined to mean forty-two (42) hours.

ARTICLE 27

LABOUR MANAGEMENT MEETING

- 27.01 On the request of either party, the parties shall meet at least once every two months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement. It is understood and agreed that meetings pursuant to this Article are not intended to be used to present or discuss grievances between the parties which have been, or may be, presented pursuant to Article 12.
- 27.02 The Committees of each of the Union and the Company shall be comprised of a maximum of four (4) members provided that each party may invite other individuals to provide information on the specific issues which are being discussed at Labour Management meetings.

ARTICLE 28

NOTICES

28.01 Any notices to be given pursuant to this Agreement shall be sufficiently given if mailed and registered, addressed in the case of the Company to:

THE INTERNATIONAL GROUP, INC., 50 SALOME DRIVE,
TORONTO, ONTARIO M1S 2A8

Attention: Plant Manager

and addressed in the case of the Union to:

UNIFOR, Local 27C
12-2265 MIDLAND AVENUE, TORONTO,
ONTARIO
M1P 4S2

Attention: Local President

UNIFOR
ONTARIO REGION
5915 AIRPORT ROAD, SUITE 510, MISSISSAUGA,
ONTARIO L4V 1T1

Attention: National Unifor Representative

ARTICLE 29

BENEFITS

29.01 The Company shall arrange for benefits to be provided as set out in the benefits booklet provided to the Union and each member of the bargaining unit. It is understood and agreed that the benefits shall not be changed or modified during the term of the Collective Agreement except upon negotiation and mutual agreement by the parties subject to the right of the Company to change the provider or insurer of the benefits.

29.02 It is understood and agreed that the Company is not the insurer of any of the following benefits if provided by a third party insurer:

- i)* Long-term disability insurance;
- ii)* Life insurance;
- iii)* Accidental Death and Dismemberment;
- iv)* Out-of-province medical coverage.

The Company shall only be responsible for the payment of those premiums necessary to maintain such benefits if provided by a third party insurer.

29.03 For greater certainty, it is understood and agreed that any issues pertaining to benefits not covered by Article 29.02 may be the subject of grievance and arbitration pursuant to the Collective Agreement.

ARTICLE 29 (cont'd)

BENEFITS

- 29.04 The Company shall provide the Union and each member of the bargaining unit with a copy of the benefits booklet at the same time as the revised Collective Agreement is issued. New employees shall be provided with a copy of the benefits booklet at the same time as he or she is provided with a copy of the Collective Agreement.
- 29.05 In the event that an employee's physician considers that it is medically necessary to substitute a brand name drug for a generic drug under the benefit plan, the physician may complete a Request for Brand Name Coverage and the Company shall reimburse the employee up to \$25.00 in respect of each drug for which such a Request is made.
- 29.06 All Employees shall be given up to eight (8) unpaid Personal Emergency Leave days ("PEL days") in each calendar year, to be used for either personal illness or family emergency as defined in the Employment Standards Act, 2000. Employees shall not be required to provide a doctor's note for a PEL day. Absence from a 12-hour shift for a PEL day shall count as one PEL day.

ARTICLE 30

DURATION OF AGREEMENT

30.01 This Agreement shall be effective as from the 19th, day of April 2019, and shall remain in force and effect until the 18th, day of April 2023, and from year to year thereafter unless either party give notice in writing to the other party within ninety (90) days prior to April 18th, 2023 or any subsequent termination date, to terminate this Agreement or to negotiate revisions thereto.

The undersigned representatives of the Company and the Union agree to the above settlement.


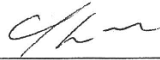
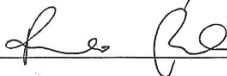
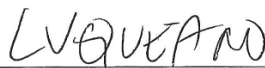

DATED at Toronto this ____ day of ____, 2019

Executed on behalf of
The International Group, Inc.

Executed on behalf of
Unifor, Local 27C

FOR THE UNION

FOR THE EMPLOYER


_____
_____
_____
_____
_____
_____

APPENDIX “A”

RATES OF PAY

POSITION	Apr 23, 2019	Apr 21, 2020	Apr 20, 2021	Apr 19, 2022
	2.00%	2.00%	2.00%	2.85%
LABOURER	\$22.20	\$22.64	\$23.09	\$23.75
LABOURER AFTER PROBATION	\$23.27	\$23.74	\$24.21	\$24.90
UTILITY	\$25.75	\$26.27	\$26.80	\$27.56
MOULDING MACHINE OPERATOR 'B'	\$32.72	\$33.37	\$34.04	\$35.01
MOULDING MACHINE OPERATOR	\$29.37	\$29.96	\$30.56	\$31.43
RELIEF	\$27.45	\$28.00	\$28.56	\$29.37
REFINERY HEAD OPERATOR	\$33.48	\$34.15	\$34.83	\$35.82
RELIEF HEAD OPERATOR	\$31.97	\$32.61	\$33.26	\$34.21
RECOVERY OPERATOR	\$30.57	\$31.18	\$31.80	\$32.71
PUMPER #1	\$32.72	\$33.37	\$34.04	\$35.01
PUMPER #2	\$30.57	\$31.18	\$31.80	\$32.71
PUMPER #3	\$30.57	\$31.18	\$31.80	\$32.71
1ST CLASS ENGINEER	\$47.28	\$48.23	\$49.19	\$50.59
2ND CLASS ENGINEER	\$43.00	\$43.86	\$44.74	\$46.02
3RD CLASS ENGINEER	\$32.72	\$33.37	\$34.04	\$35.01
SHIPPER/RECEIVER	\$29.22	\$29.80	\$30.40	\$31.27
STORES	\$28.87	\$29.45	\$30.04	\$30.90
HANDLER	\$26.85	\$27.39	\$27.94	\$28.74
1ST CLASS MAINTENANCE	\$32.72	\$33.37	\$34.04	\$35.01
1ST CLASS LAB TECH	\$31.37	\$32.00	\$32.64	\$33.57

Minus
1¢ for
PEL

Persons in the position of Shift Leader will receive a premium of \$3.00 per hour, when covering for an absent supervisor.

Persons in the position of Lead Hand will receive a premium of \$2.00 per hour.

APPENDIX "B"

5 & 2 CONTINUOUS SHIFT SCHEDULE

This agreement shall be attached as Appendix "B" to the current collective agreement between the two parties and shall apply only to departments that require continuous coverage, namely but not exclusively, Laboratory, Pumphouse and Refinery.

- 1 The company shall have the right to schedule a "Weekend Schedule" in accordance with the terms of the Appendix. Such agreement covering hours of work shall amend the current collective agreement to the extent necessary to fulfil the terms of the Appendix.

- 2 The Weekend Schedule will provide coverage from 11:00 p.m. Friday to 7:00 a.m. Monday. This fifty-six (56) hour period shall be divided into one (1) eight (8) hour shift and four (4) twelve (12) hour shifts as follows:

APPENDIX “B”

5 & 2 CONTINUOUS SHIFT SCHEDULE

WEEKEND SCHEDULE

Weekend Shifts

- (a) Friday 11:00 p.m. to Saturday 7: 00 a.m.
- (b) Saturday 7: 00 a.m. to Saturday 7: 00 p.m.
- (c) Saturday 7: 00 p.m. to Sunday 7: 00 a.m.
- (d) Sunday 7: 00 a.m. to Sunday 7: 00 p.m.
- (e) Sunday 7: 00 p.m. to Monday 7: 00 a.m.

Such shifts shall be divided into two shifts schedules, namely, “D” and “E”. Shift “D” shall work shifts (a), (c) and (e). Shift “E” shall work shifts (b) and (d)

Employees working on such shifts shall rotate between "D" and "E" every weekend.

APPENDIX “B”

5 & 2 CONTINUOUS SHIFT SCHEDULE

3 CONTINUOUS WEEKDAY SCHEDULE

All other current conditions of the current collective agreement shall continue to apply to this Continuous Shift Operation.

Eight hour shifts on this schedule shall be:

7: 00 a.m. – 3:00 p.m. Monday through Friday

3:00 p.m. – 11:00 p.m. Monday through Friday

11:00 p.m. – 7: 00 a.m. Monday through
Thursday (finishing Friday morning)

Employees working on such shifts shall rotate from the day shift (7:00 a.m. – 3:00 p.m.), to the afternoon shift (3:00 p.m. – 11:00 p.m.), and then to the night shift (11:00 p.m. – 7:00 a.m.) before repeating the cycle again.

4 For the Weekend Schedule, the following terms and conditions shall apply:

(a) Articles 6.12 and 21.07 shall not apply.

APPENDIX “B” (cont’d)

5 & 2 CONTINUOUS SHIFT SCHEDULE

- (b) The rate of pay for employees working the Weekend Schedule shall be the base rate of pay appropriate to each employee. In calculating straight-time earnings, the base rate of pay shall be used for all purposes.
- (c) In addition to the base rate of pay, each employee working on the Weekend Schedule shall receive as pay make up, an additional one-third of his/her appropriate base rate for each hour worked of his/her regular weekend schedule.

This pay make up shall not be used for any other calculation under the collective agreement except for vacation, bereavement pay and specifically shall not be used in calculating any overtime entitlement.

- (d) Employees working on the Weekend Schedule who qualify for holiday pay in accordance with the collective agreement shall be paid based on eight hours at the employee's appropriate base rate.

APPENDIX “B” (cont’d)

5 & 2 CONTINUOUS SHIFT SCHEDULE

- (e) A 32 hour Weekend is equivalent to 5 days vacation and a 24 hour Weekend is equivalent to 4 days vacation.

- 5. To initially staff the Weekend Schedule, shift employees shall be given the opportunity based on their seniority and on the number of positions open, to choose the same position in the same department on such schedule. If a full complement for the Weekend Schedule is not filled on this basis, the Company shall have the right to assign employees to such operations as is necessary.

Preference will be rotated annually after the first year based on a rotating preference schedule.

The original preference schedule will be set up based on seniority for each department and in each position within that department the most senior being at the top.

January 1st of each year the person on the top of each position will move to the bottom and every member in that position will move up one position.

ie: #2 on January 1st, 1992 will be #1 on January 1st, 1993

APPENDIX “B” (cont’d)

5 & 2 CONTINUOUS SHIFT SCHEDULE

The new work schedule will be posted by the 15th of November of each year.

Shift changes resulting from the annual shift preference process are not subject to the shift change premiums and/or days of rest premiums.

6 OVERTIME

- (a) An employee on the Weekend Schedule who works consecutive overtime shall be paid at the rate of time and one-half his/her base rate for the first four (4) hours of work performed and double time for the second four (4) hours of work performed.
- (b) Any other employee who works overtime on a weekend will continue to be paid in accordance with the collective agreement and it is understood that this Appendix shall have no application on any overtime entitlement for such employee.

APPENDIX “B” (cont’d)

5 & 2 CONTINUOUS SHIFT SCHEDULE

- 7 Five (5) day continuous shift workers - Days of rest will be deemed to have been earned after completion of a five (5) day schedule (a complete schedule means reporting for work as scheduled on the last day of the schedule if not on leave of absence or excused leave) and for any change of shift a shift change premium would apply after the days off are taken or worked at premium rates as scheduled.

Shift change premium to apply

- to change to the Weekend Continuous Shift schedule.
- change of starting time in the five day schedule during the five (5) day schedule.
- changing to another shift on the (5) five day continuous shift cycle.

No shift change premium to apply - on return to days or the 5 day regular shift if at the start of the shift or return to regular shift.

APPENDIX “B” (cont’d)

5 & 2 CONTINUOUS SHIFT SCHEDULE

Weekend continuous schedule. Days of rest will be deemed to have been earned after completion of a weekend schedule (a complete schedule means reporting to work as scheduled on the Sunday Shift, if not on Leave of Absence or Excused Leave). For the weekend shift work the days of rest will be Monday and Tuesday after the completed shift schedule. Wednesday through Friday are not subject to days of rest premiums. Overtime for these days will be paid at the standard overtime rates.

Change of shift premium to apply - change to five (5) day continuous shift operation or to five (5) day shift schedule if change occurs during the five day cycle.

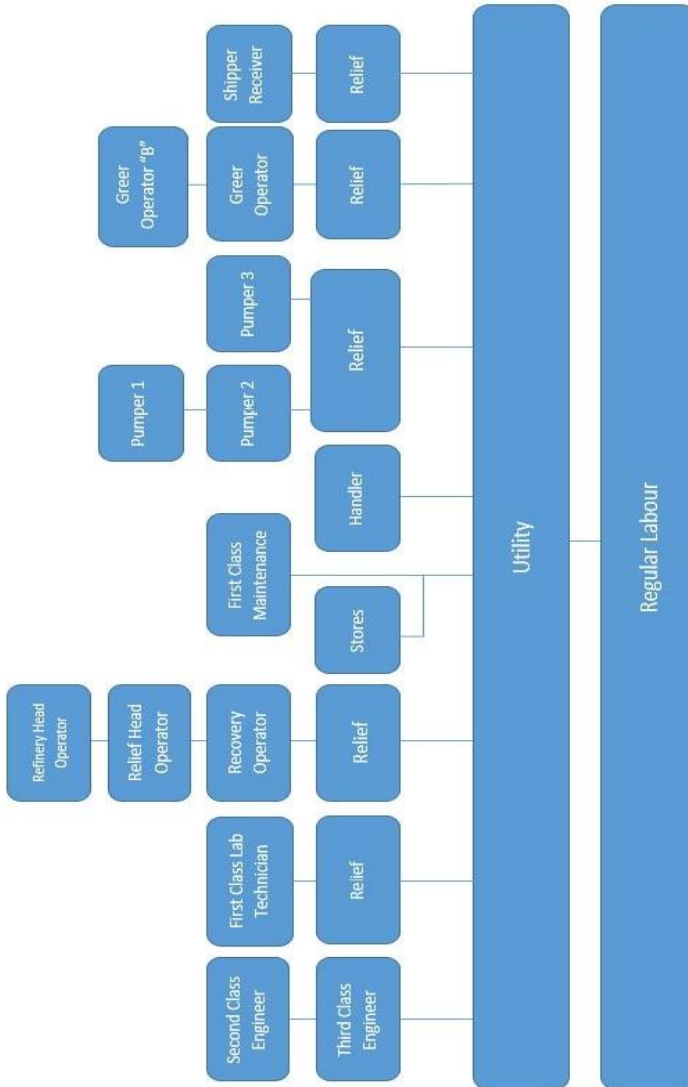
No shift change to apply if returning to regular Day Shift or to the five (5) Day Shift operation at the start of the shift cycle.

The shift change premium will apply to the first eight (8) hours worked.

- 8 For the purposes of the Schedules set out in Appendix “B”, the plant day will be defined as 07:00 a.m. to 07:00 a.m.

APPENDIX “C”

LINE OF PROMOTION



LETTER OF INTENT “A”

GOOD HOUSEKEEPING

All work incident to good housekeeping, running maintenance etc. which in accordance with plant custom, is usually performed by an operating employee, shall, in so far as is reasonable, be done by such employee. Maintenance employees shall be required to leave the location at which they have been working in a neat and orderly condition.

An operating employee shall not leave equipment in operation for duty in another location or for a period of time which will interfere with the proper control of such equipment without first advising his/her Supervisor of such conditions. If, having advised his/her Supervisor of such conditions, he/she is instructed to leave the equipment, he/she will be relieved of responsibility therefore until he/she returns.

Both parties of this Agreement hereby commit themselves to the fullest co-operation with the object of maintaining efficiency of operations and maintenance of Company property.

LETTER OF INTENT "B"
PROPERTY MAINTENANCE

Date: August 26, 1999

Between the Company: The International Group, Inc.

And the Union: Unifor, Local 27C.

Property maintenance contractors will only perform property maintenance and clean-up function throughout the facility.

LETTER OF INTENT "C"
PRINTING COST

Date: August 26, 1999

Between the Company: The International Group, Inc.

And the Union: Unifor, Local 27C.

The Company will pay the cost of printing the
Collective Agreement.

LETTER OF INTENT "D"
WAGE RATE INCREASE

Date: August 26, 1999

Between the Company: The International Group, Inc.

And the Union: Unifor, Local 27C.

Wage rate increases pursuant to this contract will take effect the first day of the applicable work week that is closer to the start of the pay period.

LETTER OF UNDERSTANDING

RE: ARTICLE 13

The parties agree to have any grievances referred to arbitration pursuant to Article 13 of the Collective Agreement determined by mediation-arbitration in accordance with the provisions of section 50 of the Labour Relations Act, 1995, unless the parties agree otherwise in writing.

It is further understood and agreed by the parties that this process is being introduced on a trial basis and that either party may provide thirty (30) days' written notice to other party that it wishes to discontinue the agreement set out in this Letter of Understanding.

LETTER OF UNDERSTANDING

RE: REHABILITATION

1. If an Employee believes or suspects that they may have a substance or other addiction, they are expected to report the addiction to the Company before any workplace accident, incident or impairment.
2. The Company will accommodate an employee with an addiction up to the point of undue hardship, in accordance with any applicable human rights legislation.
3. The Company will contribute up to \$5,000 towards the cost of an employee's treatment at Newgate 180 Addiction Solutions upon receipt of documentation from a medical practitioner confirming that such treatment is likely to be of benefit to the employee. This contribution will be available to an employee (a) once per lifetime; and (b) only during employment, i.e. not after termination of employment.
4. An employee's request for, and/or involvement in, a rehabilitation program will be held in the strictest possible confidence. Every effort will be made to protect an employee's privacy.
5. No employee will be disciplined because they request the Company's assistance in dealing with an addiction. However, where an addiction adversely affects performance, attendance, etc., an employee who refuses to undergo appropriate treatment and rehabilitation may be subject to discipline.

LETTER OF UNDERSTANDING

RE: MAINTENANCE SCHEDULE

1. On a trial basis for six months from the ratification of this Collective Agreement, maintenance department employees shall work an alternative day shift from 7:00AM to 11:00AM and 11:30AM to 3:30PM;
2. This alternative shift schedule may be extended or ended in the sole discretion of the Company, provided that the Company engages in meaningful discussion with the Union prior to cancelling the alternative shift schedule.

LETTER OF UNDERSTANDING

RE: STATIONARY ENGINEERS

1. In the first year of this Collective Agreement, stationary engineers' wages shall be set at:
1st Class rate: \$47.29
2nd Class rate: \$43.00
2. Existing 1st Class stationary engineers will receive subsequent pay increases at the applicable rate as negotiated.
3. Existing 2nd Class stationary engineers (the "Red-Circled stationary engineers") will be red-circled at \$46.36 until the 2nd Class rate exceeds \$46.36.
4. 2nd Class stationary engineers hired in the future will be paid \$43.00 and increased at the applicable rate as negotiated.
5. All Red-Circled stationary engineers shall have the opportunity to qualify as 1st Class stationary engineers by no later than the expiry of this collective agreement and shall be increased to the 1st Class rate upon qualification.
6. For clarity, the Company does not currently anticipate any need to post 1st Class positions in the future, as the facility does not require this level of qualification. It is the Company's expectation that this position will eventually be eliminated through attrition.
7. The Red-Circled stationary engineers will receive a lump sum payment of \$964.29 upon ratification of this Collective Agreement.

LETTER OF UNDERSTANDING

RE: WOMEN'S ADVOCATE

1. Upon reaching 5% women in the workforce the Employer will consider the implementation of the Women's Advocate language.

LETTER OF UNDERSTANDING

RE: SHIFT LEADERS

1. Shift Leaders will not have the authority to hire, fire, or discipline Employees, but will be responsible for the direction of the workforce and operation of the plant. All Employees are expected to be professional and respectful. Any Shift Leader who does not conduct himself in this manner should be brought to the attention of management.