COLLECTIVE AGREEMENT

BETWEEN

UNIFOR AND

BGIS O&M SOLUTIONS INC.
Technicians

Valid until February 28, 2027

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ARTICLE 1

RECOGNITION AND SCOPE

1.1 The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.

1.2 This Agreement shall apply to all employees of the Company described in attachment A. When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

ARTICLE 2

DISCRIMINATION

2.1 The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

2.2 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, color, national origin, political affiliation with a legitimate political party or for exercising any rights under this Collective Agreement.

2.3 The Company and the Union are committed to working together to ensure a workplace which is free from harassment. The parties further agree that no employee should be subjected to racial or sexual harassment or shall be required to tolerate being subjected to such harassment while at work.

2.4 Use in this Agreement of masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

ARTICLE 3

DEDUCTIONS

Union Dues

3.1 Subject to the provisions of this Article, the Company will deduct an amount equivalent to the regular monthly union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within 30 days of their hiring or transfer, as a condition of employment.

3.2 The Company agrees that all regular dues deductions will be processed on a monthly basis with the deduction being made in the second pay period of each month.

3.3 As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the UNIFOR, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.

3.4 The amount of regular monthly union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.

3.5 Regular monthly union dues means the dues established by each Local as the monthly dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

Humanity Fund

3.6 (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one cent per regular hour worked for the purposes of the Humanity Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of such in accordance with the provisions of section 3.07, this amount shall not be deducted.

(b) This deduction from pay will be processed on a monthly basis and will be remitted to the account of the registered charitable organization designated as the UNIFOR Humanity Fund, as soon as possible after the end of each month.

3.7 Where an employee objects to the above-mentioned deduction, he/she/they shall notify in writing the appropriate Vice-President of the UNIFOR. The Union shall then inform in writing the Vice President of Human Resources, of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the Humanity Fund. The Union recognizes its full responsibility in that respect.

General

3.8 The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.

3.9 When an employee does not have sufficient earnings in respect to any month to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

3.10 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

ARTICLE 4

UNION REPRESENTATION

4.1 The number of Local Union representatives, excluding Local Officers, and Chief Stewards shall not exceed 5.

4.2 The Union agrees to notify the Company in writing of the names of Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to inform the Company in the same manner of any changes or substitutions. A Local Officer, Chief Steward or Steward shall not act as such during working hours until the Company has been notified of his appointment.

4.3 (a) Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Local Officer, Chief Steward or Steward shall be allowed reasonable time to transfer his duties as a Local Officer, Chief Steward or Steward to his successor.

(b) Except where the provisions of Article 11 or Article 16 apply, where a Steward or a Local Officer is selected for a relocation which would render him ineligible to represent his voting unit and there is another employee in the same functional group, within the same reporting centre and who possesses the same qualifications, the Steward or Local Officer shall be given the option of accepting or rejecting the relocation providing the remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining.

4.4 The Company agrees that permission for representatives of the Union to enter the Company's premises will not be unreasonably withheld.

4.5 The Company shall grant a leave of absence of between three months and one year, without pay, to an employee requesting such leave to assume full-time employment with the Union.

4.6 (a) Such leave of absence shall be renewed by the Company at the request of the Union.

(b) An employee on such a leave of absence shall continue to accumulate net credited service to a maximum of three years.

4.7 Leaves of absence without pay of up to two weeks duration shall be granted to employees, at the request of the Union subject to the following conditions:

(a) The total of such leaves in a calendar year shall not exceed 104 weeks;

(b) The granting of such leaves shall be subject to service requirements;

(c) The leave of absence shall not be used for the solicitation of members for the purpose of certification;

(d) A written request for such leave must be submitted to the Company at least two weeks prior to the commencement of the leave, and a copy forwarded to the Vice President Human Resources.

4.8 The Company will pay an employee who is on leave of absence pursuant to section 4.07, on behalf of the Union, at his basic rate of pay for the duration of the leave of absence. Any amount so paid by the Company will be billed to the National Union monthly and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

ARTICLE 5

TIME ALLOWANCE

5.1 (a) An employee having a grievance or a potential grievance, may confer with his Union Steward or with Management during his scheduled working hours, and

(b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

(c) The company will encourage the Regional Operations Manager to discuss required time off for grievance handling with the employee requesting such time to ensure that the necessary, reasonable amount of time is given, subject to service requirements. Once time has been approved by a manager, the code will not be changed at a later date.

(d) If the manager decides the time is not reasonable, the employee may have only the authorized time and may exercise his right to grieve in accordance with article 14 if not satisfied.

(e) Any grievance related activities other than those referred to in this section are to be considered as other union business and the provisions of section 5.03 shall apply.

5.2 (a) The Company agree that paid time is granted for a grievor and his Steward to consult, reasonable handling of the grievance and face-to-face meetings with management. Specifically this includes:

(i) Time for the Steward to meet the grievor;

(ii) Passing the grievance from one step to another that could involve a change of representative;

(iii) Discussions with the National Union office i.e. reasonable “handling” of a grievance.

(b) All other time such as time for Union grievance committee meetings and time for on-site investigations by Union Stewards is unpaid (OXP).

5.3 An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective Agreement or the date that conciliation is requested will be without pay and subsection 5.04 (b) shall apply.

5.4 (a) A Union Steward, Chief Steward or Local Officer, may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided that it is the business of the bargaining unit covered by this Agreement.

(b) All time off required pursuant to subsections 5.04 (a) will be granted without pay; however,

(c) The Company will pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other business of the Union. Any amount so paid by the Company will be billed to the National Union monthly with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

5.5 (a) Time off pursuant to this Article shall be granted only following a formal request to management. Such request shall contain the reason the time off is required and the estimated duration of the time off the job requested. Such request will not unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.

(b) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to which he/she/they is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.

5.6 (a) It is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be devoted only to Union business as provided for in this Agreement. In keeping with that understanding it is also agreed that Union Representatives have a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.

(b) The Vice President Human Resources will meet, quarterly if required, with the President and Vice-Presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

5.7 Three employees of the bargaining unit may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, to a maximum of three days; provided however that the Company is given the names of the delegates two weeks prior to the meeting.

5.8 The Company will allow the Chief Steward or one (1) steward a reasonable period of time paid to introduce the Union to new employees at least twice a year.

ARTICLE 6

EXPENSES

6.01 Each party shall bear the expenses incurred by its own Representatives in attending meetings and proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

ARTICLE 7

STRIKES AND LOCKOUTS

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

7.2 The words "Strike" and "Lockout" shall have the meaning given these words in Ontario Labour Law.

ARTICLE 8

MANAGEMENT RIGHTS

8.1 The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the working forces and without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, dismiss or otherwise discipline employees.

8.2 The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

ARTICLE 9

DEFINITIONS

9.1 "Employee" means a person employed by BGIS O&M Solutions Inc. in any of the occupations listed in Attachment A but does not include a person who,

(1) Is employed in a confidential capacity in matters relating to industrial relations, or

(2) Is employed as an occasional employee, or

(3) Exercises Management functions.

(a) "Regular Employee" means an employee whose employment is reasonably expected to continue for longer than two years, although such employment may be terminated earlier by action on the part of the Company or the employee.

(b) "Regular Term Employee" means an employee engaged for a specific project or a limited period with the definite understanding that his employment is expected to continue for more than one year but may terminate at the end of the period, upon completion of the project or by application of Article 11 of this Agreement. Details of the engagement shall be provided to the employee in writing at the time of engagement and a copy of this document shall be provided to the Union Steward as soon thereafter as possible. Such employee shall be reclassified as regular in the event that employment exceeds the time of the engagement.

(c) "Temporary Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three weeks but not more than two years.

A temporary employee, upon accumulating 24 months of time worked shall be offered a Regular position.

(d) “Full-Time” Employee means an employee (regular or temporary) who is normally required to work the basic hours of work as established for his occupation.

(e) “Probationary Employee” An employee shall be considered to be a probationary employee until he/she/they has been continuously employed by the Company for six months.

ARTICLE 10

SENIORITY

10.1 An employee’s seniority is established based on the date the employee becomes a member in good standing of the bargaining unit.

10.2 The exercise of seniority shall be within a bargaining unit except as otherwise specifically provided in this Agreement. If two or more employees have the same seniority, the one occupying his present position the longest shall be deemed to have the most seniority.

10.3 The Company will prepare and post on appropriate Company bulletin boards, on February 1 and August 1, lists showing the seniority of employees within the bargaining unit, and their headquarters. One copy of such list will be sent to the local Union office.

10.4 The Company agrees to advise the Chief Steward concerned where an employee is hired, retired on pension, permanently transferred, temporarily transferred, or assigned to a job location, for five days or more, reclassified, reassigned, or promoted to a management position. Such advice as well as the employment status of the employee, his occupation and reporting centre will be given to the Steward in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the Steward concerned of an employee’s death, resignation or leave of absence for a period exceeding 30 days.

ARTICLE 11

FORCE ADJUSTMENT

General

11.1 When any condition arises which reduces the work load to the extent that, in the Company's opinion, force adjustment is warranted, the following shall apply:

(a) If the contemplated adjustment to the force would involve the lay-off of 50 or more regular employees from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavor to reach agreement with the Union as to whether a plan of part-timing, lay-offs, or a combination of the two shall be put into effect.

(b) If the contemplated adjustment to the work force is less extensive than that described in subsection 11.01 (a), the Company shall not resort to lay-off of regular employees or part-timing of regular full-time employees, except with the agreement of the Union.

11.2 In the event that an agreement as to a plan cannot be reached under subsection 11.01 (a) within a period of 30 calendar days after the matter has been submitted to the Union, the Company may proceed on a plan of lay-off to the extent it deems necessary.

11.3 It is expressly understood, however, that if the Company proceeds on a plan of lay-off at the expiration of the 30 day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party.

Similarly, after agreement has been reached as to a plan of force adjustment either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

Temporary Lay-Off

11.4 (1) Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which may be for a period of up to but not exceeding a maximum of 25 consecutive weeks, the following provisions shall apply.

(2) (a) No regular employee shall be laid off until:

(i) The employment of all regular term and temporary employees is terminated within the affected headquarters where lay-off is warranted, and

(ii) All contractors working within the headquarters where lay-off is warranted, are released, where Company employees can do the contracted work with a five day familiarization period and when the necessary tools and equipment are available.

(b) Once the temporary lay-off is in effect, no employee shall be hired or transferred into the headquarters until the end of the lay-off period.

(c) The aggregate period of temporary lay-off(s) shall not exceed thirty-two weeks within any calendar year.

Temporary Lay-Off Procedures

11.5 The following procedures shall be applied in laying off regular employees:

(1) The most junior employee(s) in the affected occupation within the headquarters, will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

(2) The identified surplus employee will have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company only if the employee is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee. The reassignment shall be made by displacing the most junior employee in another occupation of the same classification, within the same headquarters,

(3) The Company will attempt to place, in accordance with subsection 11.05 (2), each of the identified surplus employees commencing with the most senior.

(4) Those employees eventually constituting the final surplus list shall be laid off.

11.6 Upon completion of a temporary lay-off, all laid off employees shall be guaranteed a recall by the Company in accordance with sections 11.14 to 11.18.

Long Term Lay-Off

11.7 Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which are expected to be in excess of 25 consecutive weeks, the following provisions shall apply:

11.8 No regular employee shall be laid off until:

(a) The employment of all regular term and temporary employees within the headquarters is terminated, and

(b) All contractors working in the territory served by the headquarters are released, where Company employees can do the contracted work with a five day familiarization period and when the necessary tools and equipment are available.

Long Term Lay-Off Procedures

11.9 The following procedures shall apply in laying off regular employees:

(1) The most junior employee(s) in each job classification affected in the seniority unit within the headquarters will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

(2) The most senior of such employees shall have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company in the following order:

(a) To his job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee,

(b) First to the same position and then to another position or job classification within the employee's seniority unit for which the employee is qualified to perform the required work within such

period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,

(c) To another position or job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,

(d) An employee having five or more years of net credited service, who cannot be assigned in accordance with paragraphs (a), (b) or (c) of subsection 11.09 (2) may be assigned to an occupation of his job classification in another seniority unit in a headquarters adjacent to his own, provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee.

(3) An employee assigned in accordance with paragraph (b) or (d) of subsection 11.09 (2) shall be eligible to living and transportation expenses in accordance with section 23.04 for a period not to exceed 90 days, provided he/she/they reports for work in a headquarters other than his own.

(4) The Company will attempt to place, in accordance with subsection 11.09 (2) each of the identified surplus employees commencing with the most senior.

(5) Those employees eventually constituting the final surplus list shall be laid-off.

Information Lists

11.10 The Company agrees to provide the Union with the following information as soon as possible after such information becomes available:

(a) A list of all employees who have been identified as surplus including their occupations and headquarters;

(b) A list of all employees who have been displaced, including their previous job title and their new job title;

(c) A final list of surplus employees who shall be laid off including their occupation and headquarters;

(d) A revised seniority list in accordance with section 10.03 of this Agreement;

Benefits Coverage - Temporary Lay-Off

11.11 The Company agrees to Maintain the eligibility of a laid off employee during the entire period of a temporary lay-off to:

(a) Credit for service

(b) Participation, without payment of premium, in the:

(i) Comprehensive Medical Expense Plan

(ii) Vision Care Plan

(iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Benefits Coverage - Long Term Lay-Off

11.12 The Company agrees to treat the first 30 days of a long term lay-off as a leave of absence and to Maintain the eligibility of a laid off employee during that period to:

(a) Credit for service

(b) Participation, without payment of premium in the:

(i) Comprehensive Medical Expense Plan

(ii) Vision Care Plan

(iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Reassignment or Transfer

11.13 An employee displaced under section 11.09 shall have the opportunity to be reassigned or transferred, or may at the Company's direction be reassigned or transferred, to his former position at his original reporting centre prior to the recall of any laid off employee at that location.

Recall Procedures

11.14 (a) Employees who are on a temporary lay-off shall be listed on a recall list within the headquarters in seniority order and so Maintained. They shall be recalled in inverse order of lay-off within their family provided they are qualified to perform the work available.

(b) Employees who are on a long term lay-off shall be listed on a headquarters-wide recall list in seniority order. Where a recall is warranted, the eligible employees shall be recalled in inverse order of lay-off within a headquarters provided they are qualified to perform the work available.

11.15 When an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, he/she/they may choose, subject to section 11.17, to refuse recall until a job is available at his original reporting centre, provided the position to which he/she/they was recalled can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, the provisions of section 11.13 shall apply.

11.16 It is the responsibility of a laid off employee who desires to be recalled within the terms above to keep the Company informed of his correct address, and to advise the Company within ten days of the date of recall as to his acceptance.

11.17 The Company may assume that failure on the part of any laid off employee to notify the Company within ten days concerning his acceptance of an offer of recall, or to report for duty within 15 days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.

11.18 The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.

Lay-Off Allowance Plan - Temporary and Long Term Lay-Off

11.19 Regular employees who are laid-off in accordance with this Article for a reason other than technological change, shall be granted lay-off allowance under the Lay-Off Allowance Plan.

11.20 Except as otherwise provided in section 11.22, a regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Net Credited Service On Date of Lay-Off	**Lay-Off Allowance Entitlement**
Less than 1 year	0
1 year but less than 2 years 2	3 weeks
years but less than 3 years 3	4 weeks
years but less than 4 years 4	5 weeks
years but less than 5 years 5	6 weeks
years but less than 6 years 6	7 weeks
years but less than 7 years 7	8 weeks
years but less than 8 years 8	9 weeks
years but less than 9 years 9	10 weeks
years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

Three weeks' additional pay for each full year of service in excess of 15 years of net credited service.

11.21 (a) The Lay-Off Allowance Plan becomes operative at the time the employee applies for and qualifies for Employment Insurance benefits and upon receipt of proof that he/she/they receives such benefits.

(b) Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off in the case of a regular full-time employee, and equivalent to 90% of the average earnings in the four pay periods preceding lay-off in the case of a regular part-time employee, less Employment Insurance benefits entitlement.

11.22 (a) In addition to the Lay-Off Allowance Plan referred to in section 11.19, a regular employee who is on a temporary lay-off shall be granted, during the first two (2) weeks of such a temporary lay-off:

(i) An allowance equivalent to 40% of his regular weekly pay at time of lay-off in the case of a regular full-time employee;

or,

(ii) an allowance equivalent to 40% of his average earnings in the four pay periods preceding lay-off in the case of a regular part-time employee.

(b) Notwithstanding the provisions of subsection 11.23 (a), when a regular employee on a temporary lay-off has used up his lay-off allowances as provided under section 11.20, the Company will again grant him an allowance in accordance with paragraph (i) or (ii) of subsection 11.22 (a) for the remaining portion of the temporary lay-off, up to the maximum authorized by the applicable legislation.

11.23 Lay-off allowances will cease as follows:

(a) When lay-off allowance entitlement is used up.

(b) When the employee reports for work subsequent to recall.

(c) When the employee fails to report for work after recall.

(d) When the employee is disentitled or disqualified from E.I. payments.

(e) When the employee obtains other employment.

(f) If the employee resigns.

11.24 Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of lay-off. The rate of pay used in such computations shall be the employee's basic rate of pay in effect at the date of lay-off.

Reinstatement of Lay-Off Allowance Benefits - Long Term Lay-Off

11.25 An employee who has been recalled following a period of long term lay-off and is again laid-off on a long term basis prior to completing one year of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to section 11.20 based on his overall net credited service after deducting the amount he/she/they received from his previous lay-off.

ARTICLE 12

HEALTH AND SAFETY

12.1 Both parties to the present Agreement recognize the need to ensure the safety and protect the health of all employees.

12.2 It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the safety and health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

12.3 It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and equipment when required by those procedures. No employee shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.

12.4 An invitation shall be given to the Union Steward to attend any accident investigation meeting involving an employee whom he/she/they represents. The Union Steward may delegate another Steward from the same local or an employee representative from the local Safety and Health Committee to replace him at the meeting so that either a Union Steward or the designated employee representative may attend the meeting, but not both. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents in the future.

12.5 The Company shall pay for all safety equipment that employees are required to wear including safety footwear.
When an employee is required by the Company to wear safety footwear the Company agrees to pay;

(a) The full cost for one pair of over-shoes to fit safety boots or safety shoes at a cost of about $50.00 per year, and

(b) The full cost for one pair of safety boots at a cost of about $200.00per year, or

(c) The full cost for one pair of safety shoes at a cost of about $90.00 per year.

12.6 The Health and Safety Committee is responsible for jointly establishing and amending rules and procedures, scope of responsibility, frequency of meetings and any other similar matters in accordance with the occupational Health and Safety acts. The Health & safety committee will meet on a quarterly basis.

12.7 Corporate Committee Joint Health and Safety

- The Corporate Joint Health and Safety Committee is composed of one (1) union representative from Ontario, one (1) union representative from Quebec as well as an equivalent number of Company representatives. When jointly agreed, a subject matter expert may be invited to the meeting.

- Committee members are jointly responsible for the review of safety rules and procedures, including but not limited to the handling of hazardous products, safety equipment, trucks and occupational ergonomics. This committee has the power to make recommendations and the Company agrees to consider them.

  Committee rules of procedure as established by committee members must comply with provincial legislation; however, fair and consistent application of safety rules, procedures and methods will be favored.

Prevention Representatives

- The Union will assign two (2) health and safety representatives per province. The Company agrees to provide training and information to these representatives. Training will include among other topics investigation and reporting of occupational accidents and/or disease, complaint management, monthly workplace inspection procedures, storage and handling of hazardous products, defensive driving and all other safety education deemed relevant by the joint committee.

- In the event of a work-related accident, prevention representatives will collaborate in the investigation; in their absence, a union steward can represent them. Moreover, the Corporate Joint Committee union member must be summoned, if, in light of the circumstances, his/her presence may lead to the implementation of recommendations to prevent similar accidents from occurring again as per the joint committee recommendation.

ARTICLE 13

DISCIPLINARY AND NON-DISCIPLINARY ACTION

13.1 No employee shall, for disciplinary or non-disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed, except for just cause.

13.2 (a) The Steward or Chief Steward shall, unless the employee objects, be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in section 13.01. Where the Steward or Chief Steward invited by the Manager to attend is not scheduled to work at the time the meeting is to be held he/she/they may be replaced by the nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

(b) Where circumstances require the spontaneous imposition of discipline, the Company undertakes to advise the employee's Steward or Chief Steward as soon after as possible.

13.3 The Company agrees to provide the employee and his Steward with written notification of the imposition of any measure referred to in section 13.01, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.

13.4 An employee may grieve, in accordance with Article 14, the imposition of any measure referred to in section 13.01 which he/she/they feels was imposed without just cause.

13.5 In the case of a dismissal, the matter may be referred directly to the second step of the grievance procedure as provided in Article 14.

13.6 All measures referred to in section 13.01 which are imposed for a breach of discipline shall form and become part of the disciplinary record of that employee.

13.7 An employee shall have the right to inspect his disciplinary record annually after making suitable arrangements with his Manager. The employee and/or his Union Representative shall also have the right under the same conditions to inspect the disciplinary record, where the employee grieves the imposition of discipline or a dismissal at the first step of the grievance procedure and at the third step if so requested by the Union. For grievances taken up at the second step pursuant to section 13.05 the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

13.8 The period accorded to an employee in which to effect improvement shall not exceed six months.

13.9 The record of all measures referred to in section 13.01, which were imposed for a breach of discipline, shall be removed from an employee's disciplinary record after two years.

Security Interviews

13.10 The Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed for that matter.

13.11 The employee, unless he/she/they objects, shall be granted prior to a Security interview a maximum of 15 minutes to confer with his Steward or Chief Steward.

13.12 When present at the interview, the Steward or Chief Steward shall attend as an observer to the process and not as a participant.

ARTICLE 14

GRIEVANCES

Definitions

"Grievance" shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement.

"Grievor" shall mean the employee concerned, a local of the Union, the Union or the Company.

“Day” for purposes of this Article, shall mean any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

Grievance Procedure - Individual Grievances

Step 1

14.1 A grievance shall be submitted on a grievance form within 30 days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance to the immediate director and – or the senior director by:

a) The employee, or
b) The steward or the Chief Steward as long as the grievance is signed by the employee.

14.2 The Regional Director and the Manager shall discuss by phone or any other electronic format with the Steward and the grievor, and shall render a written statement on the grievance form within 15 days of being advised of the grievance. That statement will be sent by e-mail as an electronic document. This will not apply to a grievance on disciplinary measure, which will be discussed during face to face meetings.

Step 2

14.3 When the grievance has not been settled at Step 1, it may be submitted to the Director of Human Resources within 30 days of the disposition.

14.4 The grievance shall include a written statement of the Union's position, signed and dated by an Officer or employee of the Union. A copy of this statement shall be attached to a copy of the grievance form.

14.5 The Vice President Human Resources, shall discuss with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union within 30 days of the receipt of the intention to appeal, with a written statement of the resultant grievance settlement or, if no settlement has been achieved, of the Company's final position.

14.6 The Director of Human Resources may elect to invite two other people to attend the discussion. Union representation shall be limited to three people of which not more than two shall be employees of the Company. In addition, if deemed necessary by either party, the grievor may attend.

Company or Union Grievances

14.7 Either party may submit to the other, grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which are general in nature and for which a general remedy is sought, within 30 days of the action or circumstances allegedly giving rise to the grievance, or within 30 days from the date on which the grievor knew, or reasonably ought to have known of such event.

14.8 This procedure shall not be used for processing individual grievances.

14.9 A Company or a Union grievance shall be processed in accordance with the intent of the provisions of the Individual Grievance Procedure and within the applicable time limits provided always that in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted directly by the President of the Union, or an Officer of the Union, to the Director of Human Resources, or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 2 of the Individual Grievance Procedure.

Time Limits

14.10 It is the mutual desire of the parties hereto that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose.

14.11 Any grievance not submitted in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond, (or, in the case of a grievance by the Company, where the Union fails to respond), or if a grievance is not settled at Step 1 within the prescribed time limits, the grievor may proceed immediately to the next Step. Time limits may be extended only by mutual agreement in writing.

General

14.12 A grievance shall be in writing, on a standard form approved by the Company, and shall include:

(a) The grievor's name and occupation

(b) The date of the event giving rise to the grievance

(c) The nature of the grievance, including loss or detriment alleged to have been suffered

(d) The remedy sought from the Company

(e) The Article(s) alleged to have been violated

14.13 A grievance shall not be deemed to be invalid at Step 1 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in section 14.10.

14.14 When a grievance is being handled by a representative of the Union, the Company will not endeavor to settle the grievance with the employee involved without prior notice to the representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a representative. No such grievance will be deemed to have been settled without the concurrence of the employee's Union representative.

14.15 The right of any employee, or group of employees, at any time, to present their personal grievances or complaints to management through the regular supervisory channel is not restricted by this Agreement, except when such grievance is being handled, or has been handled, by the Union.

14.16 At any step, in the grievance procedure a grievance may be settled by:

(a) Upholding the Company’s action

(b) Reversing the Company’s action

(c) Any other arrangement which is acceptable to the parties.

If not settled in the grievance procedure the grievance may be referred to an Arbitration Board under Article 15.

ARTICLE 15

ARBITRATION

15.1 When a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.

15.2 It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 2 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and

shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought.

15.3 (a) The party instituting arbitration proceedings shall, in the notice referred to in section 15.02, suggest the names of three neutral persons any one of whom it is prepared to accept as an Arbitrator.

(i) The recipient of the notice referred to in section 15.02 shall, within ten days, notify the other party of:

(ii) Its acceptance of one of the persons proposed by that party to act as an Arbitrator, or

(iii) Suggest the names of other neutral persons it proposes to act as an Arbitrator.

(iv) Where, within 30 days of the sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on an Arbitrator, either party may apply to the Minister of Labour to appoint as Arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application to the other party and such party shall, within ten days, advise the other party of its receipt of the application.

15.4 Either party may, in the correspondence contemplated under sections 15.02 or 15.03, notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected in accordance with sections 15.03 shall be appointed as Chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board, ensuring that the nominee is available on the date scheduled to commence the hearing of the matter in dispute, and will advised the other party and the Chair ten days prior to the date schedule for the hearing of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this Article to "Arbitrator" will be read to mean "Arbitration Board", where appropriate.

General

15.5 Where the matter at issue is one relating to the alleged violation of section 13.01, the Arbitrator subject to the terms of this Agreement, has the power to:

(a) Uphold the penalty

(b) Reverse the penalty, or

(c) Modify the penalty in a just and reasonable manner based on the evidence before him.

15.6 The decision of the Arbitrator shall be made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitrator, it is not practicable to make a decision within the 60 days.

15.7 It is the intention of the parties to adhere to the time limits expressed in this Article but the failure of an Arbitrator to do so does not affect the jurisdiction of the Arbitrator to continue with and complete the arbitration proceedings.

15.8 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

15.9 Each party shall pay one-half the fees and expenses of the Arbitrator (or Chair, where applicable)

and of any clerk or stenographer whom the Arbitrator (or Chair, where applicable) may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits, fees and expenses of its own nominee (where applicable), or otherwise.

15.10 The decision of the Arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. Where applicable, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair shall govern.

ARTICLE 16

TECHNOLOGICAL CHANGE

16.1 "Technological Change" in this Article means:

(a) The introduction by the Company into its business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business and

(b) A change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

16.2 The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to the effects thereof.

16.3 Whenever the Company proposes to effect a technological change that is likely to result in the termination of employment of 50 or more employees within the bargaining unit, it shall give notice of the technological change to the Union at least 120 days prior to the date of any such termination. The notice shall be in writing and shall state:

(a) The nature of the technological change

(b) The date upon which the Company proposes to effect the technological change

(c) The approximate number and type of employees likely to be affected by the technological change

(d) The locations where the technological change will have effect.

The Company further agrees to meet with the Union at the time such notice is given in an endeavor to reach agreement on an alternative to termination.

16.4 Where within 12 months of the date on which the Company effected, in location, a technological change for which notice is required under section 16.03, the Company requires a further reduction of the work force in that location as a result of the ongoing effects of that technological change, the provisions of sections 16.02 and 16.05 to 16.11 inclusive shall apply to the employees affected.

16.5 In the event the Company and the Union are unable to reach agreement within 30 days of the

Union being notified, in accordance with section 16.03, an affected employee may:

(a) Elect to accept termination of service in accordance with section 16.08, or

(b) Elect to invoke the lay-off provisions of section 11.09 and subsequent sections of Article 11.

16.6 Whenever the Company proposes to effect a technological change the impact of which is less extensive than that described in section 16.03, the Company shall not resort to lay-off or part-timing of full-time employees, except with the agreement of the Union.

16.7 All employees with six or more months' net credited service shall not be subject to lay-off or termination due to technological change, but may elect termination in accordance with the provisions of section 16.08, as an alternative to being re-assigned or transferred. For employees with less than six months of net credited service, any lay-off or recall resulting from technological change shall be made in accordance with the relevant provisions of Article 11, and termination allowance shall be paid, where applicable, in accordance with the provisions of section 16.08.

16.8 (a) Termination allowances in amounts computed in accordance with subsection 16.08 (c) shall be paid to employees whose service is terminated by the Company and the termination is directly attributable to a technological change, unless:

(i) The employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.03, of his intention to retire on pension.

(ii) The employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.

(b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.

(c) The amount of termination allowance paid in accordance with this Article will be computed as follows:

Termination Allowance

Net Credited Service

Period Completed	**No. of but Less Than**	**Weeks Pay**
-	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

For each subsequent 6 months period:

16 years through 25 years	2
From 25 years	2½

16.9 If an employee with six months or more net credited service is transferred or re-assigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer and the basic rate of pay for the new position or occupation is lower, the employee so transferred will receive a “Transfer Indemnity” paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.

16.10 If an employee is transferred to another locality as the result of technological change and in accordance with the definition of a transfer contained in Article 22 the provisions of section 22.12 shall apply.

16.11 (a) An annuity shall be available to an eligible employee who has been displaced from his job as a result of technological change and to whom the provisions of section 16.07 apply. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs to an employee who has 15 years’ or more of service and who is not eligible to a deferred annuity under the terms of the “Plan for Employees’ Pensions, Disability Benefits, and Death Benefits” as amended to 1 January 1975. The amount of the annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of a deferred annuity payable under the terms of the Plan and payable at the time provided in the Plan.

(b) An employee’s entitlement to the annuity provided in subsection 16.11 (a) ceases where

(i) The employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan, or

(ii) The employee, subsequent to his termination of employment, is re-employed by the Company and becomes eligible to another annuity as provided under the Plan.

ARTICLE 17

WAGE ADMINISTRATION

17.1 "Basic Rate of Pay" means the amount of money per week, as specified in the applicable wage schedule, which is paid to a full-time employee for working his basic hours of work.

Higher Rates of Pay to Individual Employees

17.2 A new or transferred employee who has had previous experience, related training or educational qualifications beyond the standard requirements, may be placed at a wage rate commensurate with such experience, training or education.

Wage Increases

17.3 (a) Increases shall be granted on the basis of merit as determined by the Company. The time

interval specified for each step of a wage schedule is a period during which an employee is under survey as to his capacity and qualifications.

(b) Where, in the opinion of the Company, an employee has not demonstrated sufficient qualifications or capacity to warrant an increase on the basis of merit, he/she/they shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.

(c) Where an employee receives a notice pursuant to subsection 17.03 (b) he/she/they may, within ten days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, he/she/they may take the matter up as a grievance.

17.4 The time intervals for each step of Wage Schedule 1 and 2 (attachment C) shall be twelve months.

17.5 The time intervals specified for each step of the wage schedules shall be computed as follows:

(a) For an employee engaged or re-engaged between the first and fifteenth of the month, from the first day of that month.

(b) For an employee engaged or re-engaged between the sixteenth and the last day of the month, from the first day of the following month.

17.6 The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

Pay Treatment - Employee Absent

17.7 (a) Increases or decreases in the basic rate of pay, which an employee would have received had he/she/they been on the job, shall not be made effective while he/she/they is absent due to leave of absence, accident, sickness or quarantine.

(b) Where, for reasons of accident, sickness or quarantine, an employee is absent for 30 days or less and his progressional wage increase is delayed until his return to work in accordance with subsection 17.07 (a), the effective date of any subsequent progressional wage increase shall not be affected.

(c) Where, for reasons of accident, sickness or quarantine, an employee is absent for more than 30 days and his progressional wage increase is delayed until his return to work in accordance with subsection 17.07 (a), the effective date of any subsequent progressional wage increase shall be calculated from the day the employee returns to work.

(d) Notwithstanding the provisions of subsection 17.07 (c), where an employee is absent for more than 30 days for reason of a leave granted under section 31.01, 31.02 or 31.03, the provisions of subsection 17.07 (b) shall apply.

Pay Days

17.8 An employee shall be paid every alternate Fridayat his basic rate of pay, for overtime work and other additions in pay, and adjusted for any unpaid absences for the two-week period ending one (1) Fridayprior to the pay day.

17.9 The rates of pay for any new jobs created during the life of this Agreement shall be negotiated

with the Union before being put into effect.

Promotional Treatment

17.10 When an employee is promoted to a higher rated job in a different wage schedule, he/she/they will follow the progression as indicated in Attachment B of the collective agreement.

ARTICLE 18

HOURS OF WORK

Definitions

For the purpose of this Agreement,

18.1 "Basic Hours of Work" means the number of hours of work per day and per week as established by this Agreement and set forth in this Article for full-time employees.

(a) "Tour of Duty" means the time worked by an employee on any working day.

(b) "Scheduled Tour of Duty" means a tour of duty not exceeding the basic hours of work per day which an employee is scheduled to work and of which he/she/they has been advised in advance.

(c) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.

(d) "Day Tour" means a tour of duty which falls between the hours of 7:00 A.M. and 7:00 P.M.

(e) "Night Tour" means a tour of duty, all or a portion of which falls between the hours of 7:00 P.M. of one day and 7:00 A.M. of the following day.

18.2 The basic hours of work per day for a full-time employee shall be eight hours, 12 hours or 10 hours per day.

The basic hours of work per week shall be 40 hours on the basis of a five day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totaling 80 hours. In the case of the 12 hour shift, the basic hours of work will be 80 hours over a two week period.

Arrangement and Assignment of Tours of Duty

18.3 The arrangement of hours for all tours of duty shall be established by the Company.

18.4 The tours of duty may be scheduled on any day of the week, including Sunday, depending upon the requirements of the job.

18.5 No employee shall, without his consent, be required to work more than 10 consecutive tours of 8 hours or 7 consecutive tours of 12 hours and or 10 hours.

18.6 Where an employee is required to work overtime on a Sunday and works his basic hours for that day, such tour of duty shall be considered as part of his scheduled work week for pay purpose and his scheduled work week will be unaffected. If the employee has not been given 48 hours' notice of such

overtime work, he/she/they shall receive an additional one hour's pay.

18.7 (a) The assignment of an employee to a tour of duty shall be made by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group. Where a change in schedule requires an employee to start a new tour of duty within 24 hours of the start of his previous tour, there shall be an interval of at least eight hours between the two successive tours.

(b) For purpose of this article, the group is the group of employees reporting to the same direct supervisor

18.8 With the approval of the Company, an employee may have his scheduled tour of duty changed at his own request.

Meal Period

18.9 The meal period for an employee shall not exceed one hour off the job.

18.10 On all scheduled night tours, scheduled Sunday day tours and scheduled holiday day tours, 30 minutes shall be allowed for lunch as part of the tour of duty.

18.11 When the job requires eight or more hours continuous attendance by an employee, 20 minutes shall be allowed for lunch on the job as part of the tour of duty.

18.12 When a meal period not to exceed 20 minutes is authorized in connection with overtime work, such meal period shall be considered as work time.

Premium Pay for Changes in Scheduled Tours

18.13 If an employee is given less than three business days' notice of a change in his tour of duty, he/she/they shall be paid in accordance with the following:

(a) When the change in tour is made at the employee's request he/she/they shall be paid on a straight time basis

(b) When an employee reverts to his own scheduled tour after he/she/they has worked two or more consecutive relief tours he/she/they shall be paid on a straight time basis.

However, if the interval between the start of the last relief tour worked and the start of the first tour on his own schedule is less than 24 hours, he/she/they shall be paid one half time extra on the first tour of his own schedule for the time worked which is outside the last relief tour worked.

(c) In all other circumstances, he/she/they shall be paid one half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the three business days' notice requirement.

Premium Pay for Changes in a Scheduled Work Week

18.14 (a) If a full time employee is given less than four days' notice, by posting, of a change in his scheduled work week, he/she/they shall be paid one half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the four day notice requirement. Any change in scheduled work week arising from the application of section 18.07 shall not require notice by posting.

(b) The four days' notice as referred to in subsection 18.14 (a) will commence on a day following

the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the canceled tour of duty, whichever comes first.

Differential for Work in Off-Normal Period

18.15 An employee who is scheduled to work 30 or more hours per week, shall be paid a differential for each off-normal tour of $1.00 per hour worked during that period.

18.16 Differentials shall not be paid:

(a) For any period when an employee is being paid on an overtime basis.

(b) For paid absence from duty.

(c) For any period where an employee is being paid a premium under sections 18.13 or 18.14, except that differentials shall be paid for off-normal tour of duties worked on a Sunday where an employee is changed from one scheduled tour of duty to another without four days' notice being given.

18.17 An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of $3.86 in addition to any other premiums or differential which are applicable.

Premium Pay for Consecutive Saturdays Worked

18.18 An employee who is scheduled to work five days per week, or ten days over a two week period, and who, at the direction of the Company, works at least four hours on each of successive Saturdays, shall, except as otherwise provided in section 18.21, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

18.19 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than his basic rate of pay.

Sunday Premium Pay

18.20 An employee who works a scheduled tour any period of which falls between midnight Saturday and midnight Sunday shall be paid Sunday Premium Pay. Sunday Premium Pay is one-half time extra for the time worked in this period.

18.21 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.17 and 18.19, and the special compensation provided in 18.22 is higher than his basic rate of pay.

Christmas Eve and New Year's Eve - Special Compensation

18.22 An employee who works a tour of duty on Christmas Eve or New Year's Eve, shall be paid straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.

Time Spent Traveling in Company Vehicle

18.23 An employee driving a Company-owned or Company-hired vehicle shall be deemed to be at

work during the time he/she/they is necessarily in control of such vehicle and acting in the course of his employment.

18.24 An employee who is being transported to or from the job in a Company-owned or Company-hired vehicle shall be deemed to be at work while traveling in such vehicle.

Time Traveling – Other Than To and From the Job

18.25 Time traveling on Company instructions, between regular or temporary headquarters and outside normally scheduled working hours, shall be considered as travel time, and shall be apportioned as to payment or non-payment as follows:

(a) When sleeping accommodation is provided en route, only time traveling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time.

(b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.

(c) Travel time under subsection 18.25 (a) and (b) shall be paid for on a straight time basis.

Relief Period

18.26 (a) A relief period not to exceed 15 minutes shall be granted to every employee as close to the middle of each of his half tours as the efficiency of the Company's operations permits.

(b) To qualify for a relief period during an overtime assignment an employee must have completed two hours of work and be expected by the Company to work a minimum of three hours on that overtime assignment.

ARTICLE 19

OVERTIME

19.1 "Overtime" means the time worked by an employee:

(a) In addition to his scheduled tour of duty, or

(b) Outside his schedule work week.

19.2 (a) Except where otherwise provided herein, overtime shall first be offered to volunteers: when there are no volunteers, the least senior employee will be assigned the overtime.

(b) For purpose of this article, the employee with least seniority is the least senior employee in the group reporting to the same direct supervisor

19.3 Where service demands are critical, as in the case of equipment failures, or in other circumstances which endanger the safety of customers or the public, compulsory overtime may be assigned in excess as required.

19.4 (a) An employee is entitled to a minimum of eight consecutive hours off work during the 24 hour period commencing with the start of his regular tour. Where overtime finishes or starts at or after 12:00 midnight, and the employee's next scheduled tour is less than eight hours from completion of the overtime, his tour will be adjusted to allow for adequate compensating time off. The employee will be paid on a straight time basis for any time on his next scheduled tour for which he/she/they is excused because of working on an overtime basis.

(b) An employee who is required to work 16 hours or more in the 24 hour period commencing with the start of a scheduled tour, shall normally not be required to report for his next scheduled tour until he/she/they has had a total of eight hours off the job between the end of such scheduled tour and the commencement of his next scheduled tour. If the Company requires the employee to commence his next scheduled tour without the required eight hours off the job, he/she/they shall be given time off at the end of the tour equivalent to the difference in time between eight hours and the actual time the employee had off the job between scheduled tours.

This text will clarify the application of article 19.04 a)

(c) If an employee goes out on a call before four am, he/she/they will be allowed to take eight hours off before the commencement of his next scheduled shift or at the end of his next scheduled shift.

If an employee goes out on a call after four am, he/she/they will be allowed to take four hours off before the commencement of his next scheduled shift or at the end of his next scheduled shift.

Overtime Payments

19.5 Payment for overtime work shall be made at the employee's hourly rate multiplied by one and one-half times the hours worked, except that overtime worked in excess of four hours in one week shall be at the employee's hourly rate multiplied by two times the hours worked.

19.6 A meal period shall not, except as provided in section 18.12, be included in the calculation of overtime but shall not break the continuity of such overtime.

19.7 When an employee is required to work overtime and a service emergency requires continuous attendance of the employee for more than four hours of overtime, the employee shall be provided a meal subject to the following maximum amounts, at Company expense.

(i) $15.00 for the breakfast period
(ii) $25.00 for the lunch period
(iii) $35.00 for the dinner period.

19.8 (a) An employee who is required to work overtime which does not immediately precede or continue after his scheduled tour of duty, and who reports for work, shall be paid on an overtime basis for all such overtime worked.

(b) If an amount to which an employee would be entitled under subsection 19.08 (a) above is less than four hours' pay, he/she/they shall receive a payment of four hours' pay.

Consultation phone calls

19.9 When a technician receive a phone call at home to request his technical advice, such call will be remunerated 30 minutes at his regular rate and an additional 15 minutes at his regular rate for each or portion of additional 15 minutes spent on that phone call.

Time off in Lieu of Overtime Payment

19.10 An employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment.

(a) An employee's request to bank such time off in lieu of overtime payment must be made known to his manager at the time the employee is assigned to work overtime. Overtime hours banked by an individual for purposes of time off in lieu of overtime payment shall never exceed a total cumulative maximum cap of 80 hours per calendar year.

(b) Time off in lieu of overtime payment shall be banked on the basis of one hour and half for each hour of overtime worked up to 4 hours and on the basis of double time after that.

(c) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company.

(d) Employees may elect to request payment from their banked time balance twice a year during the months of April and August and any unused banked time will be paid on the last pay period of the calendar year.

ARTICLE 20

HOLIDAYS

20.1 The following shall be recognized as paid holidays:

New Year's Day	Civic Holiday (Ontario Employees only)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day (December 26)

20.2 When a holiday falls on a scheduled day off, it will be paid 8 hours at straight time and will be part of the worked week.

20.3 Where a paid holiday falls on a scheduled day of work, it shall be included in the weekly schedule for all employees for that week.

Floating Days

20.4 In addition, an employee in the employment of the Company on January 1st shall be entitled to four (4) paid floating days that shall be scheduled, as mutually agreed by both parties, from January 1st to December 31st of every calendar year for the duration of the collective agreement.

Pay For Holiday - Not Worked

20.5 When an employee is not required to work on a paid holiday which is included in his scheduled work week, he/she/they shall be granted the day off with pay, at his basic rate of pay for that day.

Pay For Work on a Holiday

Holiday Included in Employee's Weekly Schedule

20.6 Where an employee is required to work a tour of duty on a paid holiday which is included in his weekly schedule he/she/they shall be paid his basic rate of pay for that day and will be granted a holiday with pay at a time convenient to the employee and the Company. If the employee has not been granted such holiday within 12 months of the actual holiday, he/she/they shall be granted holiday pay. In addition, he/she/they shall be paid as follows:

(a) If an employee has been given 48 hours' notice of requirement to work on a holiday, he/she/they shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday with a minimum guarantee of four hours' pay at straight time.

(b) If an employee has not been given 48 hours' notice of a requirement to work on a holiday, he/she/they shall be paid double time for all time worked up to his basic hours of work for that day, plus one additional hour's pay at straight time, with a minimum guarantee of four hours' pay at straight time.

ARTICLE 21

ANNUAL VACATIONS

21.1 An employee, in the year he/she/they is engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten days of vacation with pay.

For purposes of this Article:

(a) For an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.

(b) For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

21.2 An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he/she/they is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Years of Net Credited Service	**Weeks of Vacation**
1	3
9	4
18	5
25	6

21.3 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood

that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

21.4 Notwithstanding the provisions of section 21.02, an employee shall only be entitled to:

(a) his full vacation if he/she/they completes six months of service during such year, or

(b) one week's vacation if he/she/they completes less than six months of service during such year.

21.5 When a paid holiday falls on a day of the annual vacation an employee shall be entitled to an additional day off with pay at a time mutually agreed to by the employee and the Company. If the employee has not been granted the day off with pay within 12 months of the actual holiday, he/she/they shall be granted holiday pay.

21.6 Vacation schedules shall be prepared each year by the Company between January 1st and February 1st with due consideration to seniority, provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

21.7 (a) On January 1st of each year, the Company will determine the geographic territory of the employee considered to be a seniority unit for the purpose of vacation selection. Written notice of these seniority units will be sent to the Union.

(b) A seniority unit will have a maximum of 12 employees

(i) If the number of employees in the seniority unit is 1 - 6, a minimum of one employee will be permitted vacation at a given time;

(ii) Similarly a minimum of two employees will be permitted vacation at the same time if there are 7 or 8 employees in the seniority unit and a minimum of three employees will be permitted vacation if the seniority unit has 9-12 employees.

21.8 (a) In the year he/she/they is to complete 5 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of one week of vacation during the period of June through September.

(b) In the year he/she/they is to complete 15 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of two weeks of vacation during the period of June through September.

21.9 (a) If the Company and the employee mutually agree, an employee may carryover a maximum of two (2) weeks of unused vacation to the following year.

(b) The carryover vacation must be used by April 30th of the following year.

21.10 An employee who is reassigned or transferred after his vacation has been selected may retain his original vacation selection if he/she/they so chooses.

21.11 When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests, reschedule the vacation at a later date in the calendar year for which the vacation

is given or by the end of April of the following year.

21.12 (a) An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his earnings in the calendar year for which the vacation is given for each week of vacation.

The percentage level of vacation pay an employee is entitled to on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.12 (a), shall remain unchanged.

(b) Notwithstanding the provisions of subsection 21.12 (a), an employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

and in addition,

(i) if the employee has less than six (6) years net credited service he/she/they shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year,

or

(ii) if an employee has six (6) or more years net credited service he/she/they shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year.

Pay in Lieu of Vacation

21.13 When an employee resigns, is laid off, is dismissed, or has completed his work, he/she/they shall be granted pay in lieu of vacation for the current calendar year calculated in the manner set forth in sections 21.14 through 21.17 inclusive.

21.14 An employee with less than one year's net credited service shall be granted 4% of the wages earned during the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation, taken by the employee, during the same period of service.

21.15 An employee with one or more years of net credited service who works six months or more in the year of separation shall be granted the greater of:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his basic rate of pay,

or

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

(c) The percentage level of pay in lieu of vacation an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.15 (b), shall remain unchanged.

21.16 Notwithstanding the provisions of section 21.15, an employee who has one or more years of net credited service and who works six months or more in the year of separation shall be granted pay in lieu

of vacation as follows:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his basic rate of pay,

and in addition,

(b) (i) if the employee has less than six (6) years net credited service he/she/they shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year,

or

(ii) if the employee has six (6) or more years net credited service he/she/they shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year.

21.17 An employee with one or more years of net credited service who works less than six months in the year of separation shall be granted the greater of:

(a) One week's pay at his basic rate,

or

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

21.18 The amount of pay in lieu of vacation to be granted in accordance with sections 21.15, 21.16 and 21.17 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he/she/they left the Company's service.

ARTICLE 22

TRANSFERS AND REASSIGNMENTS

Definitions

"Headquarters" means a locality and its contiguous territory in and from which an employee normally works. Specifically, "Headquarters" are defined as Montreal, Montreal provincial, Québec City, Toronto, Ottawa, provincial 613, the Niagara Peninsula, southern Ontario as defined by the 519 area and the Northern territory in both Ontario and Québec.

"Reassignment" means an employee's assignment to another reporting centre within the employee's headquarters.

"Transfer" means the assignment of an employee to a new headquarter.

"Reclassification" means a change to the employment status of an employee (e.g., from Temporary to Regular).

"Reporting centre" shall mean a specified location provided for the use of the Company, in an employee's headquarters, and may be an admin. Building, work centre, central office or other location

to which an employee is assigned.

"Job location" shall mean any other location to which an employee is assigned to report which is not his reporting centre.

22.1 Each employee shall be assigned a reporting centre by the Company.

Reassignment

22.2 Employees may be reassigned on a temporary or permanent basis.

22.3 The duration of a temporary reassignment will be determined by the Company. All other reassignments will be permanent. In the case of temporary and permanent reassignments, employees may be eligible to travel allowance or living/transportation expenses in accordance with Article 23.

22.4 In cases of permanent reassignments, the reassigned location becomes the new reporting centre after 30 days. Where the new reporting centre is more than 55 km away from the old one, the employee may elect to move his household and therefore be eligible to moving expenses.

22.5 In the selection of an employee to be reassigned, the Company will ask for volunteers and such volunteers will be selected on the basis of seniority. If there are no volunteers, the Company will select the least senior employee who has the required qualifications within the headquarter in which the reassignment is to be made.

Transfers

22.6 (a) The transfer of an employee for a continuous period of more than 90 days shall be considered a permanent transfer.

(b) The transfer of an employee for a continuous period of 90 days or less shall be considered a temporary transfer.

22.7 Travel allowance or living and transportation expenses shall be paid, as applicable, in accordance with Article 23, for the duration of the temporary transfer.

22.8 Seven days' notice shall normally be given to an employee who is, at the request of the Company, transferred for an overnight or longer period. Where such notice is not given and an employee is transferred with less than seven days' notice, he/she/they shall be paid one-half time extra for the basic hours of work for each day of the balance of the seven-day period during which the employee is so transferred.

Permanent Transfer

22.9 The Company will give the employee 30 days' notice of a permanent transfer.

22.10 In the selection of an employee for permanent transfer, the Company will first ask for volunteers and such volunteers will be selected on the basis of seniority. If there are none, the Company will select the least senior employee who has the required qualifications.

22.11 In the event there is to be a permanent involuntary transfer, the employee of least seniority in the headquarter from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

22.12 When an employee is permanently transferred from one headquarter to another at the request

of the Company, and as a result of such transfer an employee's new report centre is further from his home than was his former report centre prior to the transfer and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the Company and in accordance with Company practices. The Company agrees with respect to employee expense incidental to a transfer, that it will not diminish, during the term of the Agreement, the level of reimbursement that applied on the date of signing of the Agreement.

Temporary Transfer

22.13 The company will normally give the employee 7 days' notice of a temporary transfer.

22.14 In the selection of an employee for temporary transfer, the same conditions as those outlined in 22.10 apply.

22.15 It is the Company's intention that on completion of a temporary transfer the employee shall be returned to his former position and reporting centre. It is understood that such re-transfer will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, his former position at his former reporting centre is not open. However, in order to enable a more senior employee who is on temporary transfer to return to his former reporting center, the Company agrees to displace an employee with less seniority in the same functional group at that reporting centre.

Exceptions

22.16 Certain circumstances may require normal job filling procedures to be by-passed. Accordingly, the Company may fill a position within the bargaining unit for reasons stated in the note included in Article 24.

ARTICLE 23

TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID

Travel Allowance To and From the Job

23.1 (a) Except as otherwise provided in sections 23.02 where an employee who is providing his own transportation to travel daily between his home and the work location, and who so travels on his own time, is required to report to another reporting centre, he/she/they shall be paid in accordance with the following.

AIRLINE DISTANCE FROM REPORTING CENTRE	DAILY TRAVEL ALLOWANCE
More than 2 but less than 7 km	$9.58
7 or more but less than 15 km	$12.50
15 or more but less than 30 km	$18.00
each additional 1 km	$0.56

(b) This allowance will be payable for the duration of a temporary reassignment, for the first 30 days of a permanent reassignment and for the first 90 days of any transfer.

(c) Where the tour of duty starts and ends at different locations, travel allowance will be computed on the longer of the two distances.

(d) Travel allowance shall only be paid in accordance with subsection 23.01 (a) where the employee reports to a work location which is further from his home than his reporting centre.

23.2 Where an employee is required to begin or end his tour of duty at a point more than 90 airline km from his reporting center, the Company shall pay his actual living and transportation expenses, at or near the location of his temporary assignment, or, if the Company and the employee agree, he/she/they may be permitted to return home daily and he/she/they shall be paid a daily travel allowance as provided for in section 23.01.

23.3 Seven days' notice shall normally be given to an employee who is required by the Company to be away from his home for an overnight or longer period. Where such notice is not given, an employee shall be paid one-half time extra for the basic hours of work for as many days as is away overnight for the balance of the seven day period.

Living and Transportation Expenses Paid

Living Expenses

23.4 Where an employee is required to travel on Company business and to remain away from home overnight, he/she/they shall receive living expenses as follows:

(a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and

(b) a per diem allowance of

(i) $75.00 per calendar day, if the employee is away for a full calendar day, or

(ii) $15.00 if away over the breakfast period, $25.00 if away over the lunch period, and $35.00 if away over the dinner period, if the employee is away for less than a full calendar day.

(c) The per diem allowance referred to in subsection 23.04 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

(d) An employee who has to travel to the northern territories will be allowed $10.00 per day for each complete day for each complete day and $175.00 per week for each complete week spent in the northern territories. The northern territories is defined as the region above or north of the 55th parallel.

Transportation Expenses

23.5 It is the Company's intention with respect to living and transportation expenses that, except as provided in subsections 23.04 (b) and (c) and section 23.09, an employee be reimbursed on the basis that there will be neither financial loss nor gain to the employee for reasonable expenses incurred.

23.6 Transportation expenses shall be paid by the Company when an employee incurs such expenses on a job assignment except when an employee is being paid a travel allowance.

23.7 An employee on a job assignment who is receiving living expenses, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he/she/they shall be paid for transportation expenses.

23.8 The Company will pay for one telephone call of reasonable length to such employee's home per day to a maximum of three per week.

23.9 Although the Company shall normally determine the means of transportation, an employee may elect to travel by a mode of transportation other than the one chosen by the Company. In such case, however, the employee is entitled to the transportation expenses and travel time that would normally have been incurred had he/she/they traveled by the mode of transportation determined by the Company but only to the extent of costs that would have been incurred and time that would have been spent between the first and last terminal of an airline company, inter-city bus company, or inter-city railway company.

23.10 An employee, who takes sick or meets with an accident while receiving living expenses from the Company, may be returned to his headquarters or established home within the Company territory at the expense of the Company.

23.11 An employee who, because of sickness, remains at the hotel or boarding house at the Company's request, shall be entitled to living expenses.

23.12 When an employee elects to relocate his household as a result of a permanent reassignment or transfer, where the new reporting center is more than 55 km from the old one, he/she/they shall be entitled to the reimbursement of moving expenses as determined by the practices of company policy.

ARTICLE 24

JOB POSTING PROCEDURES

24.1 A job opening is defined as any addition or replacement of a position which is expected to last more than 12 months.

24.2 When an opening exists, the company shall post notice of the job opening for ten (10) working days. Employees must apply for the opening within the same ten (10) working days following the posting

instruction.

24.3 A posting will be done for every job opening. If there is more than one opening in the same location, the number of openings will be identified on the job posting.

24.4 The job posting will identify the scope of the position and qualifications required as well as the work location, effective date and to whom the successful candidate will report.

24.5 The job posting will be sent to all technicians via electronic mail.

24.6 The following parameters are recognized by both parties:

(a) Only one lateral reassignment will be granted as a result of each job opening filled via the job posting.

(b) The qualifications required for the position must be met.

(c) The employee must be able to perform all aspects of the job with no more than 10 working days of familiarization.

(d) The successful candidate for a job posting will be the senior employee meeting the qualifications for the posted position.

(e) The Company will make every reasonable effort to complete the selection process within two (2) weeks following the end of the posting period, including advising the successful candidate and any other applicants.

(f) The company will communicate to union the names of applicants, their seniority date and the name of the chosen candidate.

24.7 In selecting the candidate for the posted position, the parties agree that:

(a) That employees must be meeting all job requirements and not be on an interim review.

(b) Employees may not apply for a job posting if they have been hired or have been reassigned as a result of a job posting in the previous 24 months, unless the employee's report center is changed by the Company.

(c) It is understood that the company will initiate the move of the successful candidate as soon as business needs permits. Wherever possible, every effort will be made to fill a position within one month of the selection of the candidate.

24.8 Where a vacancy has not been filled within four months of the initial posting closing date, it will be reposted within the first three working days of the month following the expiry of the four month period.

24.9 Issues of surplus, business needs including developmental moves (3 per year), employment equity, redeployment and/or changes to the business in scope or technology and/or a return from a leave of absence may result in the job posting procedures outlined above being by-passed. Development moves are Company-directed job rotations to address permanent employee training and development needs of various kinds, with the employee’s agreement. It is understood that at least one of the business moves will be used for employee development.

ARTICLE 25

SICKNESS ABSENCE

AND BENEFITS

25.1 An employee having six months net credited service, or more, who is scheduled to work 30 hours or more per week and who is absent on account of sickness or quarantine, shall be paid for continuous absence from scheduled assignments, exclusive of scheduled overtime not worked, prior to the eighth full calendar day of such absence as follows:

(a) An employee with at least six months shall be paid for that part of the absence in excess of two (2) consecutive scheduled half tours;

(b) In the determination of pay treatment in sub-section 25.01 (a), a return to work not exceeding two half tours, shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for the purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence;

(c) An employee with six months or more years of service shall be paid for the full absence.

25.2 An employee who is absent from work for part of his scheduled tour of duty, because of sickness or quarantine, shall be paid as follows:

(a) if he/she/they has worked more than half his tour of duty, he/she/they shall be paid for his full tour;

(b) If he/she/they has worked less than half his tour of duty, he/she/they shall be paid for his half tour.

Under these conditions, he/she/they shall be paid differential and premium payments applicable to his full tour or his half tour of duty.

25.3 When the Employer request a doctor's note related to the absence of an employee, (excluding short term and long term disability) the cost associated with that documentation will be reimbursed by the Employer.

25.4 The Company shall maintain for the duration of this Agreement, insofar as it applies to employees covered by this Agreement, the program of benefits provided under the following Plans:

- BGIS RRSP Plan
  - o The Company will contribute 5% of the base salary to the BGIS RRSP Plan.
  - o Voluntary contribution of the employee up to 10% of base salary, including overtime earnings.
- The Income Protection Program
- The Transition Benefit Plan
- The Comprehensive Medical Expense Plan
- The Vision Care Plan.
- The Dental Plan.

This undertaking applies to these Plans as they exist at the date of signing of this Agreement, as well as to any improvements made to them during the term of this Agreement and applicable to the employees covered by this Agreement.

25.5 At least 30 days prior to modifying any of the Plans listed in section 25.03, the Company shall

inform the Union of the changes to be implemented and request representation in that respect.

25.6 For the duration of this Collective Agreement and insofar as they apply to the employees covered by this Agreement, the Plans listed in section 25.03 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.

25.7 For the employees covered by this Agreement, the Company agrees, during the term of this Agreement, not to increase the level of contributions payable under the Basic Group Life plan (Policy 56940), the Optional Group Life-Fixed Premium and the Primary Survivor Income Benefit, nor to reduce the level of insurance coverage under said Plans, except that if the actuaries responsible for the funding of said Plans or the insurance carriers, as appropriate, determine that an adjustment in the required contributions is necessary, the Company may, after consultation with the Union, adjust accordingly the contributions payable by the employee.

25.8 Notwithstanding the provisions of sections 25.05 and 25.06 above, should legislation or regulation affect any of the Plans, the Company shall retain its right to adjust the benefit levels of the Plans as required and in accordance with legislation or regulation. Such adjustments shall not reduce the aggregate level of benefits available to the employees covered by the collective agreement.

ARTICLE 26

MISCELLANEOUS WORKING CONDITIONS

Clothing

26.1 The Company shall supply or make available special clothing as it deems necessary to be worn on the job for reasons of appearance, safety or health, or as a protection against undue wear or damage. The Company may, at its discretion, replace employees' clothing damaged under unusual job conditions. The company will also provide, at its own cost, a winter coat for technician assigned to work in multiple facilities, to be replaced on an as-needed basis.

Tools

26.2 The Company shall decide what tools are required for the job and supply or make them available and replace such of these tools as, in its judgment, become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him.

Weather Conditions

26.3 At any time when the Company considers, in keeping with safe working practices, that the weather is unsuitable for outside work, employees will be assigned to work under shelter as far as practicable, except where, in the judgment of the Company, cases of emergency or necessity exists.

26.4 Where as a result of inclement weather conditions an employee:

(a) Does not report for work to his reporting centre he/she/they shall not receive pay for that day.

(b) Is late because of disruptions to public transportation, he/she/they shall be paid for the half tour of duty in which he/she/they reports to his reporting centre.

Absence Due to Family Emergency

26.5 It is recognized that family emergencies occur which necessitate an employee's absence. The

Company will attempt to minimize the financial impact of such absences by the granting of paid time owing to the employee. It is understood that time off for family emergencies is to attend to immediate responsibilities and the employee will make every reasonable effort to return to work as soon as possible.

26.6 In recognition that employees sometimes face personal situations beyond their control, such as a serious illness in their immediate family, the Company allows for unpaid leave of up to thirty (30) days for such purposes, with the appropriate approvals, while protecting the employee's job for their return to work. In exceptional situations, where individual circumstances warrant, such an unpaid leave, with job protection, can be for a period of more than thirty (30) days, with the required approval

ARTICLE 27

EMPLOYEE AND UNION INFORMATION

Employee Information

27.1 The Company agrees to supply each employee with a copy of this Agreement.

Union Information

27.2 The Company agrees to send, on March 15th of each year, to the designated Officer of the National Union, a list of home addresses as shown on Company records of all employees in the bargaining unit. The home addresses of employees who object to their release shall be omitted from that list.

27.3 The Union shall, no later than February 1st of each year, inform in writing the Vice President of Human Resources, of the name, occupation and work location of the employees who object to the release of this information by the Company. The Union recognizes its full responsibility in that respect.

27.4 The Union will save the Company harmless from any and all causes of actions or claims which may be made against it by any employee, or on behalf of any employee, or employees as a result of the release of home addresses to the Union.

ARTICLE 28

BULLETIN BOARDS

28.1 The Company will provide a SharePoint link for use by the Union for posting notices with respect to Union activities.

28.2 The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities. The company agrees to provide access to the existing systems used for communication with the employees for the purpose of conducting daily operations.

28.3 The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company,

or, will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted.

ARTICLE 29

WITNESS AND JURY DUTY

29.1 An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at his basic rate for the necessary absence from duty.

29.2 An employee shall report for regular duties when temporarily or finally excused from such attendance at Court.

29.3 When an employee assigned to work a night tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's tour to a day tour of duty on each day for which the employee's attendance at Court is required.

29.4 When, before leaving work on the last day of work preceding his vacation, an employee is validly ordered to attend jury duty, and the time stipulated for attendance at Court falls within the time scheduled for the employee's vacation, the Company, if the employee so requests, shall re-schedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

29.5 When a day scheduled for compensating time off falls on a day for which an employee's attendance at Court is required for jury duty, or as a subpoenaed witness, the Company shall re-schedule the compensating time off after the completion of his Court duties.

ARTICLE 30

BEREAVEMENT LEAVE

30.1 An employee shall be granted, in the event of the death of his spouse, the common-law spouse, son or daughter, bereavement leave with pay from any of his scheduled tours of duty, for a maximum of 5 days that occur during the seven calendar days immediately following the day of the death.

30.2 An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandchild, or other relative residing in the same permanent residence as does the employee bereavement leave with pay for three of his scheduled tours of duty that occur during the seven calendar days immediately following the day of the death.

30.3 The company may extend the period of bereavement leave with pay provided for in section 30.02 to one week when it is necessary for the employee to leave the city in which he/she/they is employed.

30.4 An employee shall be granted, in the event of the death of his grandparent, brother-in-law or sister-in-law, bereavement leave with pay from one of his scheduled tours of duty that occur during the seven calendar days immediately following the day of the death.

30.5 The employee will be able to postpone the bereavement leave to up to six months to accommodate particular situations.

30.6 An employee who would normally be granted a bereavement leave as outlined in this article and who is on vacation at the time of the bereavement, shall have the vacation days, equivalent to the duration of the bereavement leave, rescheduled at a time mutually agreed to by both parties.

ARTICLE 31

LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

Maternity Leave

31.1 An employee who has completed thirteen (13) consecutive weeks of continuous employment with the Company shall be granted a maternity leave without pay of up to eighteen (18) weeks, which leave may begin no earlier than seventeen (17) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks from the date of commencement of the leave of absence.

Parental Leave

31.2 An employee who has completed thirteen (13) consecutive weeks of continuous employment with the Company shall be granted a parental leave without pay as follows:

(a) where an employee has or will have the actual care and custody of a new-born child, the employee shall be granted a leave of up to thirty seven (37) weeks unless the employee has also taken maternity leave in which case leave will be granted for thirty five (35) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and

(b) where an employee is adopting a child, the employee shall be granted a leave of up thirty seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

31.3 For an employee eligible to a leave as provided under subsection 31.02 (b), a supplementary adoption leave without pay of up to eighteen (18) weeks is available and shall be granted upon request. This leave may begin not earlier than eleven (11) weeks prior to the estimated date on which the child is to come into the employee's care and end within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

General

31.4 The employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where circumstances preclude submission of the application four (4) weeks before commencement of the leave, the leave will not be unreasonably denied.

31.5 An employee who applies for a leave without pay under this Article but whose application is not in every respect in accordance with the conditions provided in sections 31.01, 31.02, 31.03 and 31.04, as applicable, may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

31.6 An employee who wishes to resume employment on expiration of a leave granted pursuant to section 31.01, 31.02 or 31.03 shall be reinstated in the position occupied by the employee at the time such leave commenced. In the event such position no longer exists the employee will be placed in a comparable position, with not less than the same wages and benefits. However, to be entitled to re-engagement, an employee must present himself (herself) for re-engagement in the Company on the first working day following the expiry of the leave, or (where applicable) the first working day following the expiry of the leave plus the number of the days between the estimated date of confinement and the actual date of confinement if the latter is later, and provide medical certification of that date.

31.7 Provided an employee reports for work and resumes employment as provided under section 31.06, the employee will be credited with seniority for the period of the leave(s).

Supplemental Allowance Plan

31.8 A regular employee who has been granted a maternity leave under section 31.01 or a parental leave for adoption under subsection 31.02 (b) and provides the Company with proof of application and eligibility to receive employment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 31.09, 31.10, 31.11 and 31.12.

31.9 To be eligible, the employee shall sign an agreement with the Company providing

(a) to return to work and remain in the Company's employ for a period of at least six (6) months after such return to work,

(b) to return to work on the date of the expiry of maternity leave provided under section 31.01 or parental leave provided under section 31.02, and

(c) that the employee recognizes indebtedness to the Company for the amount received as a Supplemental Allowance should the conditions provided in subsections 31.09 (a) and (b) not be satisfied.

31.10 In respect of the period of maternity leave granted under section 31.01, payments made according to the Supplemental Allowance Plan will consist of the following:

(a) for the first two weeks, nil payment;

(b) for up to the next fifteen (15) weeks, payments as provided in section 31.13.

31.11 In respect of the period of parental leave for adoption granted under subsection 31.02 (b), payments as provided in section 31.13 according to the Supplemental Allowance Plan will be made for up to ten (10) weeks.

31.12 In the event that legislation is enacted that provides additional employment insurance (other than increases in the maximum standard benefits) or any other payment of salary during the period an employee is receiving the Supplemental Allowance provided in sections 31.10 or 31.11, the amount that the employee is entitled to receive as provided in section 31.13 shall be decreased by the amount the employee is entitled to receive as a result of such additional employment insurance or other payment.

31.13 The Union and company agreed to remove Attachment C with the agreement that the supplemental allowance was constructed so that the employee’s maximum allowable E.I. weekly benefit in addition to the supplemental allowance weekly payment will be equal to 75% of the employee’s basic weekly pay.

ARTICLE 32

EMPLOYMENT EQUITY

32.1 (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

32.2 Not withstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation of section 32.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement into another bargaining unit for reasons of health or disability.

ARTICLE 33

BARGAINING PROCEDURE

33.1 All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the Company on the other.

The number of employees of the Company to be authorized as Bargaining Representatives of the Union shall not exceed 2.

33.2 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is put in writing and signed by the authorized Bargaining Representatives of the Union and by the designated Bargaining Representatives of the Company and an agreement so signed shall take effect as and from the effective date specified therein.

33.3 The Company agrees that it will bear all costs for simultaneous translation during consultative and bargaining meetings but in the latter case only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later, at which time said expenses shall be borne by the parties in equal shares.

ARTICLE 34

DURATION

34.1 This Agreement shall become effective on the date of signing except as otherwise provided and, shall remain in full force and effect up to and including February 28, 2027.

34.2 Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

34.3 Notice shall be sufficient with respect to the Union if addressed to UNIFOR, 115 Gordon Baker Road, Toronto, Ontario, M2H 0A8 with respect to the Company if addressed to the Global Chief People Officer, People & Culture or his/her designate, 4175 14th Avenue, Suite 300, Markham, Ontario, L3R 0J2.

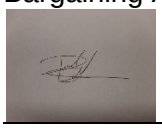
WITNESS CLAUSE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in the province of Ontario this July 19, 2024.

UNIFOR

Nena Bogdanovich
National Representative - UNIFOR

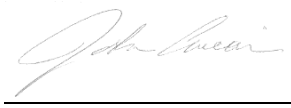
Claude Chevrier
Bargaining Agent - UNIFOR



Paul German
Bargaining Agent - UNIFOR

BGIS O&M Solutions Inc.

Ron Shory
Global Chief Financial Officer



John Aucoin
Regional Director

Marie-France Corriveau
Regional Manager – Québec

ATTACHMENT A

Index of Wage Schedule By Occupations

Title	Schedule
Facility Technician	1
Senior Facility Technician	2

Note:

1. It is understood that rates indicated in attachment C include an amount of $0.02 per hour paid to be remitted to the UNIFOR Education Leave Fund.

2. Student rate will be 45% of the maximum rate of the wage schedule 2.

ATTACHMENT B

EMPLOYEE WAGE SCHEDULE 1

	March 1st, 2024 3.50%	March 1st, 2025 4.00%	March 1st, 2026 4.50%
Reg. Step			
1	$23.34	$24.27	$25.37
2	$24.83	$25.82	$26.98
3	$26.64	$27.71	$28.95
4	$28.79	$29.95	$31.29
5	$30.65	$31.87	$33.31
6	$32.10	$33.38	$34.88
7	$35.01	$36.41	$38.05
8*	$37.47	$38.97	$40.72
9*	$40.09	$41.69	$43.56

***In Ontario,** to be eligible for the additional steps outlined as Steps 8 and 9 below, the Facility Technician must provide satisfactory proof to the Employer that they are in their 4th or 5th term of the apprenticeship program and be actively pursuing their Certificate of Qualification and trades license (i.e. 313A - Refrigeration and Air Conditioning Systems Mechanic).

NOTE: The hourly rate adjustment will **not be retroactive**.

Once the Facility Technician shall obtain the Certificate of Qualification (i.e. 313A - Refrigeration and Air Conditioning Systems Mechanic) and a Senior Facility Technician position becomes available, they will progress from Schedule 1 to Schedule 2 as outlined below:

Progression from schedule 1 to schedule 2

Facility Technician	Senior Facility Technician
1	
2	
3	
4	**2**
5	**3**
6	**4**
7	**5**
8	**N/A**
9	**N/A**
Certificate of Qualification (313A)	**6**

EMPLOYEE WAGE SCHEDULE 2

	March 1st, 2024 3.50%	March 1st, 2025 4.00%	March 1st, 2026 4.50%
Reg. Step			
1	$31.66	$32.93	$34.41
2	$34.29	$35.66	$37.27
3	$36.89	$38.36	$40.09
4	$39.50	$41.08	$42.92
5	$42.07	$43.76	$45.72
6	$44.71	$46.50	$48.59

Retroactivity

The Company agrees to retroactively adjust in the form of a lump sum payment the Technicians' wages to March 1st, 2024.

ATTACHMENT D

PAID EDUCATION LEAVE

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

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

Leaves of absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave. The Company will ensure that employees are not prevented from taking such leaves of absence on an ongoing basis due to the unavailability of qualified replacements.

The union will, on an annual basis, provide the Company with an audited report of P.E.L. trust fund disbursement of monies received from the Company.

ATTACHMENT E

SOCIAL JUSTICE FUND

The company agrees to contribute once annually ($500) five hundred dollars to the Unifor Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. The monies shall be paid on March 31st of each year into the fund established by its Board of Directors and sent by the Company to the following address:

Unifor Social Justice Fund
115 Gordon Baker Road
Toronto, ON
M2H 0A8

LETTERS OF INTENT

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #1: Benefits Plans

Mr. Dudley,

This is to confirm our understanding regarding Benefits plans applicable to the employees of the bargaining unit.

Those items detailed below reflect changes to coverage under the Benefits programs.

Dental Plan:

- The current General Practitioner Dental Fee Guides for Ontario for Ontario employees or Quebec for Quebec employees less two (2) years will apply (e.g. The 2016 Ontario/Quebec General Practitioner Dental Fee Guide will apply for 2018 depending on where the employee resides)
- Major dental surgery is a covered expense under Major Procedures.
- A replacement bridge or denture is covered if one has not been paid for under the Company's plan for three (3) years.
- Dependent coverage is provided at 80% for Routine Procedures and 50% for Major Procedures.
- Expenses for orthodontic coverage will be subject to a lifetime maximum of $2,000 reimbursed at 50% co-insurance and available to eligible dependents less than eighteen (18) years of age.

Comprehensive Medical Expense Plan (CME)

- Dependent co-insurance for eligible medical services and supplies, including private and semi-private room, is 80%.
- The minimum claim amount is $50.
- Daily hospital room rate coverage is capped as follows:

Semi-private	$150
Private	$175

- Services of a registered nurse to a maximum of $25,000 per year.
- Emergency out-of-province coverage to a limit of $100,000 per injury/illness.
- Each employee will be provided with a Drug Card
- Expenses for chiropractic coverage to a maximum of $350 per calendar year for employees and their dependents.

Vision Care

Expenses for vision care will be reimbursed to a maximum of $325.00 for every twenty-four (24) months for employees and their dependents.

Expenses for eye exams will be reimbursed to a maximum of $100.00 for every twenty-four (24) months for employees and their dependents.

Income Protection Program

i) Short-term Disability Benefits

- The rehabilitation benefit period is included in the 52 week benefit cycle.
- Recurring absences within 13 weeks of the last return to work are automatically treated as a relapse and benefits commence on the first day of absence.
- Short-term Disability Benefits Top-Up Schedule

Terms of Employment	Number of weeks at 100% of basic earnings	Number of weeks at 66 2/3% of basic earnings	Total number of weeks
3 months	0	15	15
6 months	2	50	52
2 years	4	48	52
3 years	5	47	52
4 years	6	46	52
5 years	7	45	52
6 years	8	44	52
7 years	9	43	52
8 years	10	42	52
9 years	11	41	52
10 to 14 years	13	39	52
15 to 19 years	26	26	52
20 to 24 years	39	13	52
25 years and over	52	0	52

ii) Accident Disability Benefits

- Where required, the Company will supplement the provincial workers' compensation payment so that the net total amount is equal to the employee's net earnings at the applicable benefit rate.

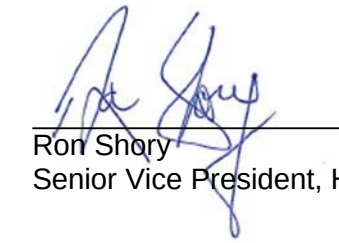
iii) Interest-free, fully repayable advance

The Company is committed to reviewing our internal processes and working with our benefits service provider to ensure claims are processed as quickly and efficiently as possible. In addition, there may on occasion be exceptional individual circumstances where the Company may choose, at its discretion, to provide an employee with an interest-free, fully repayable advance. Employee will present their request to the Human resources department.

Educational Assistance Plan

- The annual limit under the plan is $2,000.

Yours Truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

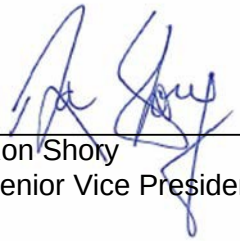
Letter of Intent #2: Deduction of Optional Life and Optional Accidental Death & Dismemberment premiums while on Short Term Disability Leave

Mr. Dudley,

When an employee is in receipt of short-term disability ("STD") benefits, the Company will continue to deduct the premiums associated with Optional Life Insurance and/or Optional Accidental Death & Dismemberment Insurance from the Company funded STD top-up portion.

Should there be insufficient funds available from the STD top-up portion, the employee agrees to provide the Company with post-dated cheques to cover the value of the optional insurance coverage while on STD leave.

Yours Truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

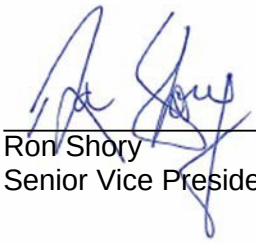
Letter of Intent #3: Quarterly Reporting

Mr. Dudley,

The Company agrees to provide the employee, upon request, a quarterly report which summarizes the following information:

i) Banked Hours
ii) Vacation Available
iii) Floating Days Available

Yours Truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

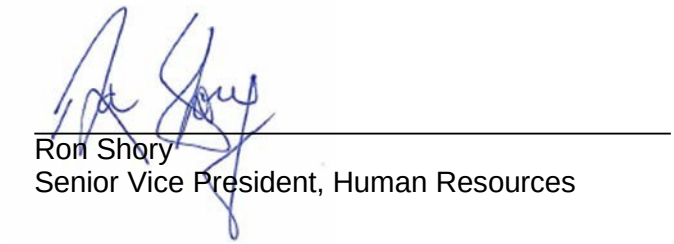
Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #4: Business needs

Mr. Dudley,

In the event that the company would lose a contract and that there was a surplus in the number of required employees, both parties agree to discuss the situation and commit to put all reasonable efforts to resolve the issue while protecting the competitiveness of the company. It is understood that each party will work on those issues in the best interest of the global group of employees and in the interest of maintaining the viability of the maintenance services.

Yours Truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #5: Joint Labor management – Health & Safety and training meetings

This letter confirms our agreement reached during our negotiations that the Company and Union representatives will meet to discuss issues that may arise during the course of the collective agreement. Discussions at those meetings will include any Labor relation issues, H&S and training issues.

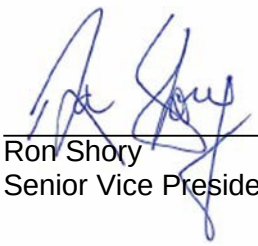
The meetings will be held in person twice yearly with simultaneous translation.

If additional meetings are required, meetings will be conducted via conference call. Representatives from each province may decide to hold meetings in their respective regions.

Training
The company will approve and reimburse all costs associated with training where the Company deems that the training is required and essential to the business.

This letter extends to training associated with trade licenses such as that of refrigeration mechanic, gas certificates, electricians as well as any others required under provincial jurisdiction. It is understood that the Company will clearly identify the need for the license(s), in writing, to the appropriate employees prior to any training activity.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

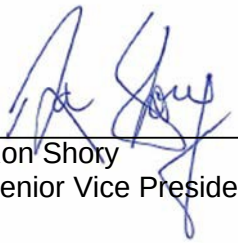
Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #6: Supplemental Group RRSP Plan

Mr. Dudley,

The Company agrees to continue the Supplemental Group RRSP Plan only for those employees that previously participated in the SNC-Lavalin Employee Share Purchase Plan as of February 28th, 2018 and expressed their desire to participate in the Company Supplemental Group RRSP Plan.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

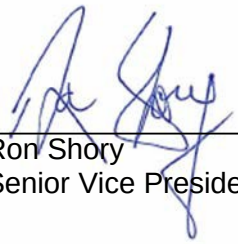
Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #7: Group RRSP Contributions while on Short-term Disability Leave

Mr. Dudley,

Should the employee go on short-term disability leave, the Company agrees to continue to contribute 5% of the employee's regular base salary (excluding overtime) to the Group RRSP Plan.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

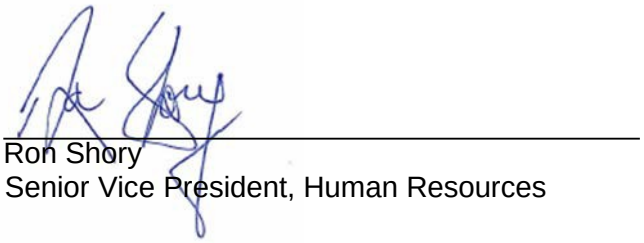
Letter of Intent #8: Employee Wage Schedule – Step Increases

Mr. Dudley,

This is to confirm the agreement reached during bargaining for the renewal of the technical employees' collective agreement with regards to the notification of employees of a wage schedule step increase.

Effective immediately, all employees will receive a written communication that a step increase is being processed, with the effective date, and confirmation of where this puts them relative to the wage schedule.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #9: Rotation schedule

Mr. Dudley,

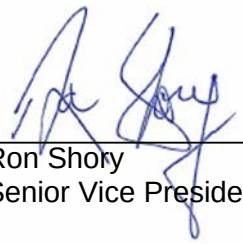
This is to confirm the agreement reached during bargaining for the renewal of the technical employees' collective agreement with regards to the rotation schedule.

The Company recognizes that stability in the working schedule is beneficial to both employees and the Company. Therefore, the Company is committed to establish work schedules for employees on a rotation schedule that will remain in place for a period of time of one year.

However, it is also agreed that in some circumstances, some departments will have to modify the original schedule. Those circumstances include absence of an employee due to sickness-accident, transfer of an employee following a job posting or a development-business move and situations where training is required for a group or all the employees.

As the situation permits, employees impacted by the change will be advised at least 2 weeks in advance of a change to the schedule.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

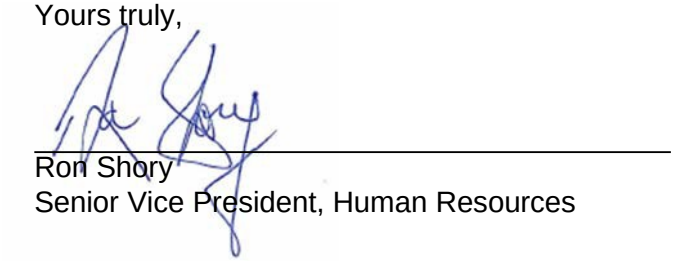
Letter of Intent #10: RealSMS / Work Order Dispatch

This is to confirm the agreement reached during bargaining for the renewal of the technical employees' collective agreement with regards to the RealSMS.

In managing daily activities, the Company is faced with a significant number of work orders with diverse requirements and priorities. In order to efficiently manage these work orders in a timely manner, we use RealSMS (database), the structure of which is based primarily on efficiency and competitiveness.

The RealSMS is established by management and technical staff in a collaborative manner. Changes in the portfolio, organization, personnel, and contractors require ongoing updates of this database. Management is committed to updating the database, as required, in collaboration with technical staff, to encourage the selection of BGIS O&M Solutions Inc. employees.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

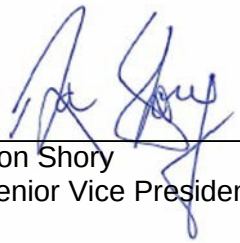
Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #11: Fleet of vehicles

The Company has a fleet of vehicles used by the technicians to do their work. The company leases those vehicles and currently has a contract for a 10 years lease that will end September 2018.

Before the decision will be made to replace a vehicle or to review the renewal of the lease for the fleet, the company will first seek the Union and H&S Committee for input.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

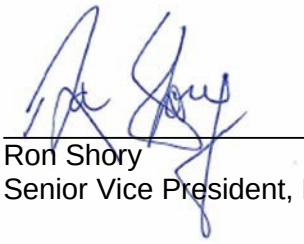
Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #12: Printing of the collective agreement

Mr. Dudley,

This is to confirm our discussion during bargaining in which we agreed that the collective agreement will be posted in searchable pdf format on the Company's intranet or portal site within six (6) weeks of the signature of all related documents.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #13: Home Dispatch

Mr. Dudley,

This is to confirm the agreement reached during bargaining for the renewal of the technical employees' collective agreement with regards to Home Dispatch.

The Company recognizes that in some very specific circumstances it makes sense for the Company and the employee to station the Company vehicle at the employee's home rather than at his reporting center in order to be able to proceed directly from home to his first work assignment of the day, which is a location other than his reporting centre.

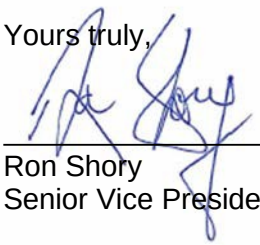
The intent of Home Dispatch is to increase efficiency for both the Company and our employees and it is not anticipated that Home Dispatch would result in additional expenses such as the application of travel expenses under Article 23 that would not apply if the employee was not on Home Dispatch. As a general rule, Home Dispatch normally makes the most sense when an employee is responsible for a large territory. However, specific factors within that territory, including distance from home to the reporting centre and the distribution of work assignments within the territory, are taken into account when determining whether Home Dispatch is an option for an employee.

Home Dispatch may be at the request of the Company, with the employee's consent, or may be at the request of the employee, with the Company's approval. While the Company will not unreasonably withhold approval, it reserves the right to decline such a request based on business circumstances and the right to discontinue this option in part or in its entirety should changing business circumstances warrant.

Where an employee is on an approved Home Dispatch arrangement, his shift shall begin when he/she/they first enters his assigned territory and the shift shall end when he/she/they leaves his assigned territory as defined by Management.

Employees on Home Dispatch are required to ensure that the parking space for the Company vehicle is safe and exempt of hazards that could cause potential injury or damage, that he/she/they takes all normal and reasonable precautions to ensure the safety and security of the vehicle at all times, and that he/she/they continues to respect all policies and guidelines which normally apply in the operation of a Company vehicle. The Company confirms that Company insurance coverage continue to apply to Company vehicles used for Home Dispatch.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

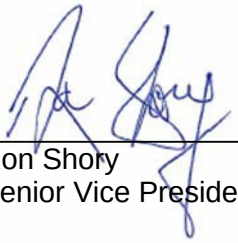
Letter of Intent #14: Contractor Identification

Mr. Dudley,

This is to confirm the agreement reached during bargaining for the renewal of the technical employees' collective agreement with regards to the issue of contractors being identified as SNC-Lavalin O&M Solutions Inc. employees.

Our Company policy prevents contractors from wearing BGIS O&M Solutions Inc. uniforms or in any way identifying themselves as BGIS O&M Solutions Inc. employees. Every reasonable effort is made to ensure compliance with this policy, including encouraging employees to report any such incidents to their manager.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

July 19, 2024

Ms. Nena Bogdanovich
National Representative, UNIFOR

Letter of Intent #15: Apprenticeship Program

Ms. Bogdanovich,

This is to confirm our discussions during bargaining for the renewal of the technical employees' collective agreement with regards to the apprenticeship program.

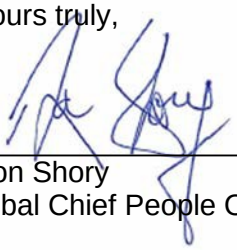
Within 3 months of the signing of the bargaining agreement, the Union and the Employer will meet to review the apprenticeship program.

Both parties agree to discuss in good faith and work together to reach an agreement in order to improve and modernize the apprenticeship program.

More than one meeting may be necessary.

The meeting will be held virtually.

Yours truly,



Ron Shory
Global Chief People Officer, People & Culture

June 16, 2021

Mr. Robin Dudley
National Representative, UNIFOR

Letter of Intent #16: Creation of a new position of Facility Technician

BGIS O&M Solutions Inc. and UNIFOR have agreed to create a new position of Facility Technician.

This position requires different qualifications than those of a Senior Facility Technician (former Building Equipment Technician).

Management and Union have established a scenario for each province that provides the number of SFT and FT within the different territories. This ratio has been established based on the actual Bell Portfolio and other contracts, namely H&R, Air dryers, WIC/VEC.

It is understood that this represents the ideal scenario given the actual situation. The parties have agreed that the ratio of Facility Technicians shall not exceed 31% of the total number of employees of the bargaining unit. Progression from Facility Technician to Senior Facility Technician is described in Attachment B.

Notwithstanding this agreement, it is also understood that external changes could occur such as a modification to the existing portfolios, the loss of existing contracts to any other situation that could modify the agreed ratio. In the event that BGIS O&M Solutions inc acquires a new contract, the ratio of positions will be established according to the requirements while Maintaining the competitiveness of the Company for the technical contract maintenance. Both parties agree to sit down and discuss the situation with the objective of resolving the issue while protecting the competitiveness of the Company.

Signed in Ontario this May 5th, 2015

UNIFOR

Robin Dudley
National Representative - UNIFOR

George Grutca - UNIFOR

John Steele - UNIFOR

BGIS O&M Solutions Inc.

Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Robin Dudley
National Representative, UNIFOR

Letter of Intent #17: Financial Counseling and Retirement Planning

Mr. Dudley,

This is to confirm our understanding reached during negotiations related to employee access to financial counseling and retirement planning support.

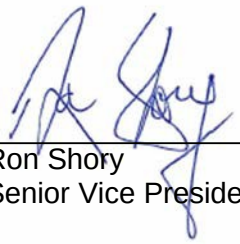
The Company recognizes that employees can benefit from professional counseling on personal finances, as well as retirement planning, including both financial and non-financial considerations.

As a result, we are pleased to confirm that employees experiencing personal financial challenges can obtain confidential counseling through our Employee Assistance Program (EAP) provider, currently LifeWorks. Confidential referral services are available 24 hours a day, seven days a week.

Our EAP provider also provides comprehensive retirement counseling on an individual basis (see contact information above). In addition, group lunch-and-learn sessions in the workplace can be organized when there is sufficient demand.

Employees who participate in the BGIS RRSP retirement plan are invited to seek investment planning advice from our service provider.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Robin Dudley
National Representative, UNIFOR

Letter of Intent #18: Voluntary Separation Offer of Senior Facility technicians and Facility technicians

Admissibility

All regular full time employees of O&M Solutions with a minimum of one year completed service at the implementation of the offer.

To the company's request, if there is a need to implement an offer for departure, the offer will be made to all admissible employees.

Amounts offered will be as follow;
2 weeks of base salary per year of service with a minimum of 3 months and a maximum of 52 weeks of base salary.

Date of departure will be determined by the Employer but within the calendar year of the announcement of the offer of departure.

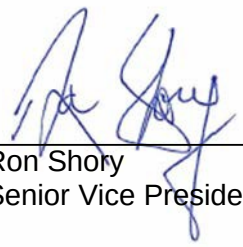
The employer will communicate to all employees as described above indicating the conditions and procedures.

The employees will have 30 calendar days following the communication to indicate their interest to the company

If there are more employees interested then the number of required departures, the company will proceed by seniority, the most senior having priority

The employee will have to sign a release document before the amount is deposited in his bank account

Yours truly,



Ron Shory
Senior Vice President, Human Resources

June 16, 2021

Robin Dudley
National Representative, UNIFOR

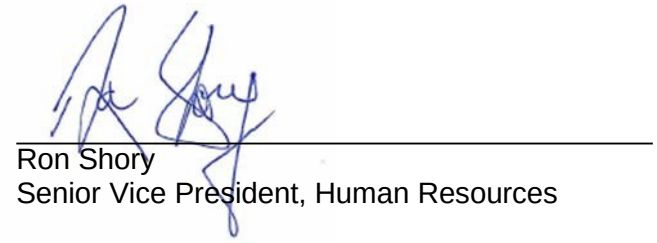
Letter of Intent #19: Women's advocate

Mr. Dudley,

BGIS O&M Solutions Inc. and UNIFOR agree that a Women's advocate may be selected by the Union. This will come into effect once there is more than one woman in the bargaining unit. It is understood that this will not result in any additional cost to the Company.

The parties agree that this letter shall form part of the Collective Agreement.

Yours truly,



Ron Shory
Senior Vice President, Human Resources

July 19, 2024

Ms. Nena Bogdanovich
National Representative, UNIFOR

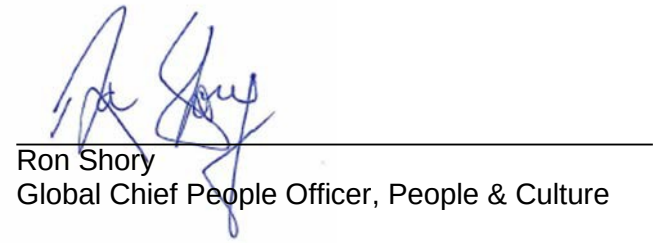
Letter of Intent #20: Leave for Domestic Violence

Ms. Bogdanovich,

The Company recognizes that employees may sometimes face situations of domestic abuse or domestic violence in their personal lives that could affect their presence or performance at work. For these reasons, the Company agrees, following prompt and adequate demonstration by a recognized professional (e.g.: a doctor, a lawyer, a police officer, a certified advisor), that an employee who finds themselves in a situation of domestic abuse or domestic violence will not be subject to discipline if the absence can be linked to the situation of domestic abuse or domestic violence. In these cases, absences will be paid, up to five (5) days per calendar year.

The parties agree that this letter shall form part of the Collective Agreement.

Yours truly,



Ron Shory
Global Chief People Officer, People & Culture

Job Profile
The Company will maintain the right to modify Job Profiles as business needs dictate with the exception of transferring those tasks from the Senior Facility technician to the Facility Technician.

Senior Facility Technician

DESCRIPTION:
Reports to: Regional Operations Manager

The Senior Facilities Technician is a technical position responsible for all aspects of building maintenance.

- Maintaining all building systems to ensure optimum building environment for telephone network operations and office functions with zero tolerance for failure. These systems include heating, ventilating, air conditioning, plumbing, electrical, standby power, life safety, security, structural, architectural, landscaping, roadworks and paving. This function may be performed by the SFT or an outside contractor under the SFT's direction. In either case, the responsibility for performance shall remain with the SFT.
- Responding to and coordinating activities related to the recovery of any building system failure.
- Verify and auditing the work of outside support Contractors. (directing is a manager responsibilities)
- Assisting the Regional Operations Manager, Project Managers and outside Consultants in the evaluation of building
- operations for the purposes of performance audits, operating budgets, capital programs including DeRisk Program, energy conservation measures, key facility assessments, property inspections and process improvements.

PRIMARY RESPONSIBILITIES:

- Ensure zero network failures through a prudent maintenance and operating program.
- Maintain optimum working environment for building occupants.
- Analyze and troubleshoot building systems alarms; perform inspections, safety checks, minor replacements, overhauls, adjustments and repairs to mechanical, plumbing, electrical, pneumatic, life safety, direct digital control (DDC) and water treatment systems.
- Perform or supervise Preventative maintenance Routines and repairs for the various building systems. Validate and document the completion of all items listed within each PMR task on a sampling basis according to company policy.
- Validate and document the completion of all repairs. Review repair history with Regional Operations Manager to aid in life cycle costing analysis.
- Operate standby power plants, Uninterrupted Power Source (UPS) and associated transfer switching and support equipment.
- Assist Regional Operations Manager in establishing capital replacement programs.
- If request assist Infrastructure Manager, Project Manager and Regional Operations Manager with capital projects and tenant moves: design development, bidder site tours, startup meetings, construction activities, turnover and commissioning. Ensure correct and safe operation of equipment and Maintain warranty requirements. Ensure transfer of power to standby on commercial power failure, transmission of site alarms to client's Network Management Control Centre and BGIS O&M Solutions Inc.'s Building Technology Management Centre.
- Maintain equipment documentation: as-built drawings, specifications, shop drawings, operating manuals, samples and warranties.
- Ensure that all mechanical, electrical and storage rooms are kept clean and organized. Ensure that all building systems equipment are kept clean and organized. Maintain stock of vital consumable components: fuses, breakers, light bulbs, switches, belts, etc.
- Manage, audit and document performance of outside Contractors. Assist Regional Operations Manager with ongoing update of Resource Allocation Table to ensure correct dispatching of contractors.
- Respond to tenant service requests (work orders) in a timely manner. Ensure customer

- satisfaction by obtaining direct feedback. Communicate regularly with the BGIS O&M Solutions Inc. Client Centre to provide status reports on work orders. Close work orders upon completion of task.

Assist client with procedures and programs: Emergency Operations Procedures (EOP), Health and Safety, Risk Management Inspections, crisis simulations, and other issues related to building.Assist Regional Operations Manager and / or Consultants in the preparation and annual updating of Key Facility Assessments. Identify and address single points of failure.

- Assist Regional Operations Manager and / or Consultants with annual Property Inspections.

QUALIFICATIONS:

- Building Environment Systems (BES) college diploma.
- G2 gas licenses combined with either a refrigeration or electrical license.
- A valid driver's license.
- Strong troubleshooting skills. Detail and process oriented.
- Strong time management and communication skills (verbal and written).
- Solid working knowledge of Microsoft Office suite.
- Parts and equipment cost estimating.
- Abilityto operate Digital Control Systems.
- Strong interpersonal skills to work equally well with tenants, unionized employees, union representatives, trades and executives.
- Strong Customer service skills.
- Proactive and action oriented with proven ability to work with a minimum of supervision and direction.

WORKING CONDITIONS:

- Hours: Potential Shift work – (rotating shifts)

Facility Technician

DESCRIPTION:
Reports to: Regional Operations Manager

The Facilities Technician is a technical position responsible for all aspects of building maintenance.

- Performs preventive maintenance and operates building systems to ensure optimum building environment for office functions and telephone network operations with zero tolerance for failure. These systems include heating, ventilating, air conditioning, plumbing, electrical, life safety, security, structural, architectural, landscaping, road works and paving. This function may be performed by the FT or an outside contractor under the FT's or SFT direction. In either case, the responsibility for performance shall remain with the FT or SFT.
- Responding to and coordinating activities related to the recovery of building system failures.
- Monitoring the work of outside support Contractors.
- Assisting with energy conservation measures, property inspections and process improvements.

PRIMARY RESPONSIBILITIES:

- Perform all assigned PMR's to ensure environmental integrity in support of the Network.
- Maintain optimum working environment for building occupants.
- Analyze and troubleshoot building systems alarms; perform inspections, safety checks, minor replacements, overhauls, adjustments and repairs to mechanical, plumbing, electrical, pneumatic, life safety, direct digital control (DDC) and water treatment systems.
- Perform Preventative maintenance Routines and repairs for the various building systems (excluding those requiring valid refrigeration or electrical license). Document the completion of all PMR tasks and repairs according to company policy.
- Assist Regional Operations Manager, Infrastructure and Project Manager if needed, with, bidder site tours, startup meetings, construction activities,. Ensure correct and safe operation of equipment and Maintain warranty requirements. Support transfer of power to standby on commercial power failure, transmission of site alarms to client's Network Management Control Centre and BGIS O&M Solutions Inc.'s Building Technology Monitoring Centre. (for those transfer we need high skill technicians)
- Maintain equipment documentation: as-built drawings, specifications, shop drawings, operating manuals, samples and warranties.
- Ensure that all mechanical, electrical and storage rooms are kept clean and organized. Ensure that all building systems equipment are kept clean and organized. Maintain stock of vital consumable components: fuses, breakers, light bulbs, switches, belts, etc.
- Monitor and document performance of outside Contractors.
- Respond to tenant service requests (work orders) in a timely manner. Ensure customer satisfaction by obtaining direct feedback. Communicate regularly with the BGIS O&M Solutions Inc. Client Centre to provide status reports on work orders. Close work orders upon completion of task.
- Assist with procedures and programs: Emergency Operations Procedures (EOP), Health and Safety, Risk Management Inspections, crisis simulations.
- Assist Regional Operations Manager and / or Consultants with annual Property Inspections.

QUALIFICATIONS:

- Completion of, or registration into apprenticeship of the Facilities Technician program.
- Valid (or working towards) G2 gas license.
- A valid driver's license.
- Mechanical aptitude, and ability to do hard physical work.
- Strong time management and communication skills (verbal and written).
- Solid working knowledge of Microsoft Office suite.
- Ability to operate Digital Control Systems.
- Strong interpersonal skills to work equally well with tenants, unionized employees, union representatives, trades and executives

- Strong Customer service skills.
- Proactive and action oriented with proven ability to work with a minimum of supervision and direction.

WORKING CONDITIONS:
Hours: Potential Shift work – (rotating shifts)