

COLLECTIVE AGREEMENT

BETWEEN

**LEADEC INDUSTRIAL SERVICES OF
CANADA INC.**

AND

UNIFOR Master Agreement

With

LOCALS 200 and 707

Contract from: 10-14-2017 to 10-13-2021

Dated: 10-15-2017

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Article 1 – Purpose

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

Article 2 – Recognition

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other working conditions, and this Agreement will pertain to all its hourly employees in the bargaining unit located at the Ford Oakville Assembly Plant and the Ford Windsor Engine Plant, Essex Engine plant and the Annex, except where identified to a specific plant.

The word Employees as used in this Agreement, means any hourly rated employee employed by the Company at the location herein after designated but excluding supervisors, persons above the rank of supervisor, office, clerical and sales.

The Company will negotiate at all time necessary in the manner provided herein, with the chosen accredited representative of the Union, for the purpose of resolving any disputes which may exist or which may arise as to wages, hours of work or working conditions. The Company agrees that it will not exercise its management rights to restrict or limit the rights of its employees herein granted.

In the event, the Company physically relocates, expands or transfers its Ford Oakville Assembly Plant and/ Windsor operations serving Ontario, laid off employees with no likelihood of rehire at their current facility, will have the right to transfer and perform such work as exists in their classification at the new or expanded facility or exercise seniority in accordance with seniority clause in this Agreement.

The Union Bargaining rights will continue to be in effect at the new relocated, expanded or transferred facility and none of its rights and obligations will be varied.

- 2.02 If the Company is awarded work at any other Canadian Ford location in Ontario, this agreement will apply to all bargaining unit members with appropriate UNIFOR Local Union to be identified.

Article 3 - Management Rights

- 3.01 Within the framework of this Agreement, the Company reserves the right to hire, promote, transfer, demote or layoff employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner to the extent herein allowed.
- 3.02 Within the framework of this Agreement, the Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency in its Plant.
- 3.03 Management rights as set out in this Collective Bargaining Agreement must be exercised fairly, without discrimination and in accordance with the Collective Bargaining Agreement.

Article 4 – Union Security

- 4.01 It is agreed that every employee of the Company who is now, or hereafter becomes a member of the Union, shall maintain his/her membership in good standing as provided in the Constitution and by-laws of the Union, as a condition of his/her employment. All new employees prior to the commencement of his/her employment shall be required and sign an application for membership and authorization for check off dues and initiation fee, supplied by the Union to the Company and maintain membership in good standing.

The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within ten (10) working days of the deductions with a list of names and the amount of each deduction.

The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

The Company also agrees to include on the employee's T-4 slip for income tax purposes, the total union dues paid for the year.

The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with Constitutional requirement of the National Union.

The Company further agrees to furnish the following information to the Union Chairperson, or copy of such list will also be provided the Local 707 and Local 200 office.

1. A list of all members in the Bargaining Unit.
2. Updated address, names and telephone numbers.
3. A monthly status change report of Bargaining Unit Employees identifying the following:
 - a. Reclassification;
 - b. New hires;
 - c. Transfer out of bargaining unit;
 - d. Each member's status (i.e. weekly sick benefits, LTD, WSIB and any other leave of absence).
 - e. Number of hours worked in the month;
 - f. Each member's hourly rate and job title.

Article 5 – Intimidation, Coercion and Discrimination:

- 5.01 The Company and the Union agree that there shall be no discrimination, coercion, interference, restriction exercised or practiced against any employee in regard to training, upgrading, promotion, transfer, discharge, layoff, recall or other work condition because of race, creed, colour, sex, national origin, political or religious affiliation, disability, sexual orientation, marital status nor by reason of union membership or activity.

The Company also agrees there shall be no discrimination against any employee pursuant to the provisions of the Ontario Human Rights Code.

- 5.02 During local negotiations the Company agreed that all employees will take the proper harassment awareness training.

Article 6 – Strike and Lock-outs:

- 6.01 The Company and the Union agree to be bound by the provisions of the Ontario Labour Relations Act, in respect of strikes and lockouts.

Article 7 – Attendance of National Representative

- 7.01 A National Representative or Representatives of the National Union and/or the Local Union President may be present and participate in any meeting of the Union Bargaining Committee and the Company.

Article 8 – Bulletin Boards

- 8.01 The Company will provide enclosed bulletin boards for the use of the Executive of the Union, at agreed upon locations throughout the work place for posting notices of the Union.
- 8.02 The Company will provide bulletin boards for union use throughout the OAC complex in Leotec lunchrooms within 30 days of ratification.

Article 9 – Printing of the Collective Agreement

- 9.01 The Company agrees to print and supply the Collective Agreements and benefits books, to all employees in the bargaining unit, at no cost to the Union or the Employees. The printing will be distributed within three (3) months of ratification. The Company agrees to consider any Union recommended printer and use them if their pricing is competitive with pricing available in the area.

Article 10 – Seniority

- 10.01 The Company and the Union agree with the principle that those with greatest seniority shall be given preference in promotions and that those with least seniority shall be the first to be demoted, re-assigned or transferred.
- 10.02 Fundamentally, rules respecting seniority are designed to give part time employees an equitable measure of job security based on length of service with the Company and subject to the provisions of the Collective Agreement.
- 10.03 Seniority will be established and maintained for all employees in the bargaining unit on a plant wide basis.
- 10.04 Seniority rights shall be established from the date of original hire and be revised every three months and posted on the plant notice boards. A copy of such list will be given to the Union Chairperson of the Committee.

- 10.05 Employees will be regarded as probationary employees for the first ninety (90) calendar days. Upon finishing the probationary period, seniority will be retroactive to the date of hire and their name will appear on the seniority list.
- 10.06 Where employees have the same date of hire they shall be listed on the seniority list in alphabetical order by last name, first name, middle name if required with "A" being the high seniority.
- 10.07 No employee covered by this Agreement will be transferred to a position outside the Bargaining Unit without his/her consent.
- 10.08 An employee who is promoted out of the Bargaining Unit will lose all Bargaining Unit Seniority after they have been out of the Bargaining Unit for thirty (30) calendar days.

Article 11 – Loss of Seniority

- 11.01 Seniority rights shall cease and employment will terminate for any of the following reasons:
1. If an employee voluntarily quits employment, retires or is discharged and such discharge is not reversed through the grievance procedure.
 2. A laid off Employee with seniority shall retain recall rights for a period of twelve (12) months or length of employee seniority, whichever is greatest with a maximum of forty-eight (48) months.
 3. If an employee fails to report for work in accordance with a notice of recall, or within five (5) working days after registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.
 4. The employee is absent from work for three (3) consecutive working days without notification to the Employer and does not give a reason satisfactory to the employer for his failure to report for work or to notify the employer of his absence and the reason for it.
 5. The employee materially falsifies his application for employment history and such falsification is discovered within eighteen (18) months of his date of hire.

Article 12 – Job Posting

- 12.01 In the event new jobs are created or any vacancies occur within the bargaining unit, the Company shall post such new jobs or vacancies on the bulletin boards throughout the workplace for a period of five (5) working days and before hiring outside.
- 12.02 An employee who has attained seniority is free to apply for any posted job in which he/she can show experience or ability.
- 12.03 In filling jobs under this section, the employee with the greatest seniority shall be given preference over those with lesser seniority provided that they are willing and able to perform the work required.
- 12.04 An employee accepted on a job posting will be notified of his/her acceptance within five (5) working days after the posting has been removed. If such successful applicant is not assigned to his/her new job within ten (10) working days from the day the job becomes available, he/she will receive the wage rate for his/her new job.

- 12.05 Applicants who are deemed to be not qualified for a job posting shall be notified of the specific reason(s) they are not qualified within five (5) working days after the posting has been removed.
- 12.06 A period of up to fifteen (15) working days will be given to the successful applicant to perform the requirements of the job. During such period, the successful applicant will be given adequate training and instructions to demonstrate all of the processes associated with the job. The Company will not arbitrarily curtail this period. In the event that the successful applicant subsequently fails in the above noted fifteen (15) working days, he/she shall be returned to his/her former job and the matter may then be referred to the grievance procedure.
- 12.07 At the Windsor facility only, successful bidders are prohibited from bidding on another position for a period of (6) months after being declared the successful bidder. However, if there is a job posting where the only applicant is the employee under the bidding restriction, then the applicant will be recognized as the successful bidder and awarded the job. If there are two or more applicants under the bidding restriction, the most senior applicant will be awarded the job subject to section 12.03 above.
- 12.08 At the Windsor facility only, if a person is off for more than 30 days as a result of an actual absence, or provides documentation certifying a future absence of over 30 days, then that job will be posted temporary at the earlier of the actual absence of 30 days or the provision of the documentation for a 30 day or more absence.

Article 13 – Layoff and Recall

- 13.01 When there is a reduction in the workforce, the Company agrees that employees shall be laid-off in the reverse order of their seniority provided that the remaining employees are willing and able to perform the work. The employees shall be recalled to work in order of their seniority.
- 13.02 In the event of a reduction in the workforce, all probationary employees in the job classification affected in the plant, shall be laid off before any employee with seniority is laid off.
- 13.03 Employees on temporary job postings shall be removed before any employee on a permanent job.
- 13.04 In the event of a reduction in workforce under this Article, Stewards and members of the bargaining committee and union chairperson shall be the last persons removed from their classification during their term of office. Thereafter, they will be subject to all bumping provisions except that they will not be laid off during their term of office, so long as a full time work at their own level or a lower wage is available in the plant which they are qualified to perform.
- 13.05 Any permanent employee who is subject to layoff may bump a less senior employee from an equivalent or other job classification for which he/she possesses the minimum requirements.
- 13.06 The Company will give the employee the required notice of layoff or pay as provided in accordance with the Employment Standards Act. A list of employees declared surplus will be made available to the Union at least five (5) working days prior to the Notice required under the Employment Standards Act.

- 13.07 When there is an increase in the work force, laid off employees shall be recalled to work in the order of seniority.
- 13.08 No new employee or employees shall be hired until laid off employees have been given the opportunity to return to work.
- 13.09 In the event of a temporary layoff of Windsor employees becomes necessary, that layoff shall be carried out as follows, provided that the employees retained to perform the work available during the layoff shall be the employees who are able and willing to perform the work required of them:
- (a) (i) If it appears to the company that the layoff will not exceed fourteen (14) calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority within the site concerned.
 - (ii) The temporary layoff provisions shall not be used for the purpose of avoiding plant-wide layoffs or bargaining unit-wide seniority adjustments by scheduling a series of temporary layoffs.
- (b) During a temporary layoff, movement of an employee from one job to another job shall be made as a loan. All loaned employees will be returned to their former job at the conclusion of the temporary layoff. While on loan from one job to another during a temporary layoff carried out under Section 13.09, an employee shall, be considered to be a member of the classification, shift and site (with the appropriate pay rate) to which he/she is loaned.
- 13.10 In the event of a temporary layoff of Oakville employees becomes necessary, that layoff shall be carried out as follows, provided that the employees retained to perform the work available during the layoff shall be the employees who are able and willing to perform the work required of them:
- a. (i) If it appears to the company that the layoff will not exceed fourteen (14) calendar days (a temporary layoff), then the employees affected shall be laid off in accordance with their seniority, by department within the site concerned.
 - (ii) The temporary layoff provisions shall not be used for the purpose of avoiding plant-wide layoffs or bargaining unit-wide seniority adjustments by scheduling a series of temporary layoffs.
- b. During a temporary layoff, movement of an employee from one department to another department shall be made as a loan. All loaned employees will be returned to their former position at the conclusion of the temporary layoff. While on loan from one position to another during a temporary layoff carried out under Section 13.08, an employee shall, be considered to be a member of the classification, shift, and site (with the appropriate pay rate) to which he/she is loaned.

Article 14 – Union Representation

- 14.01 The Company acknowledges the right of the union to appoint or elect a Plant Committee of two (2) committee persons one of which will be the Chairperson. Such Plant Committee shall constitute the Bargaining Committee. The Company will recognize and meet with the said committee on any matter properly arising from time to time during the continuance of the Agreement.

- 14.02 In the event that the union appoints alternates for any or all committee persons, the Company will be advised of such appointments as soon as is practicable.
- 14.03 On off shifts, the union will elect or otherwise appoint one (1) committee person on each off shift.
- 14.04 Members of the Bargaining Committee will be compensated for the time spent during regular working hours in negotiations for renewal of the Collective Agreement.
- 14.05 Members of the Bargaining Committee will be granted time off from the job as required to take care of union business. The committee person shall be permitted, during his/her working hours and without loss of pay, to leave his/her regular duties in order to investigate and process grievances and administering the Collective Agreement.
- 14.06 The Plant Committee will be retained at work, notwithstanding their position on the seniority list so long as work is available which they are able to satisfactorily perform.
- 14.07 The Company agrees to add the chairperson to a mailing list; whereby he/she will receive copies of notices of appointments of personnel to the positions of supervisor, manager, or other persons with authority who may have jurisdiction over members of the union.
- 14.08 The chairperson will be supplied on a monthly basis with written information listing new hires, including department and classifications, discharge, resignations, layoffs, recalls, changes in classification, transfers of employees covered by this agreement. Said information shall be provided no later than the 15th of any one month. Updated address, names and telephone numbers every three (3) months.
- 14.09 The Bargaining Committee members will be assigned to day shift only.
- 14.10 The Company agrees to furnish a Union office with a desk with drawers, chairs, lockable filing cabinet, phone and a computer with internet access for Union business. The Union will be responsible for discussions with Ford on available office space and internet and phone service.

Article 15 – Grievance Procedure and Arbitration

- 15.01 Any matters or complaints raised by an employee of the union covered by the terms of this Agreement regarding the administrative interpretation alleged violation, or application of the Agreement, may be submitted as a complaint or grievance.

An earnest effort shall be made without undue delay to settle any complaint or grievance which may arise between the Company and the union or an employee in the following manner:

Step 1

- a) An employee who has a complaint shall discuss it with his/her supervisor or designate accompanied by his/her committee person.
- b) A full discussion with a view to resolving the complaint will be held between the supervisor or designate, the committee person and the employee involved. The supervisor or designate shall give an oral reply, as soon as possible; but in all cases, it shall be given within three (3) working days from the original presentation of the complaint.

- c) In the case of suspension or discharge grievances, Step 3 shall be invoked within three (3) working days.

Step 2

- a) If the decision of the supervisor or designate at Step 1 does not settle the complaint to the satisfaction of the employee and the committee person, then the complaint shall be presented in writing (hereafter referred to as a grievance) to the employee's supervisor or his designate, within three (3) employee's working days by the committee person from the date on which the decision at Step 1 was rendered. The grievance form will be supplied by the Company. The union shall attempt to identify the applicable Article(s) of the Collective Agreement allegedly violated and the date of the incident.
- b) A meeting will be held within three (3) working days from the date upon which the written grievance was presented to the employee's supervisor or his designate. The meeting will be attended by the employee and the committee person and supervisor of his/her designate and department head.
- c) The department head shall render a written decision on the grievance form and present to the committee person within three (3) working days from the date of the meeting.
- d) The parties recognize the importance of full discussion and shall make every effort to settle the complaint grievance at either Step 1 or Step 2.

Step 3

- a) Should the grievance proceed, it shall be presented by the committee person to the department head or his/her designate within three (3) working days from the date on which the decision at Step 2 was received by the committee person.
- b) A final effort at mutual settlement shall be made at a meeting to be held within five (5) working days from the date upon which the grievance was presented to the department head. The Leadec Facility Manager and Union Chairperson will mutually agree to an agenda outlining the grievance(s) to be heard at the Step 3 meeting.
- c) The union shall be represented at such meeting by the bargaining committee, committee person and the aggrieved employee. The Company shall be represented by Human Resource Manager and Department Head.
- d) The Company shall provide the union with its written decision on the grievance within three (3) working days from the date of the meeting.
- e) The Company will produce at the Step 3 meeting, such pertinent disciplinary notices, production, payroll and attendance records pertaining to the aggrieved employee involved as may be necessary for the settlement of the grievance.
- f) The Company agrees that a written explanation shall be given for a grievance being denied at Step 2 and Step 3.
- g) A monetary grievance settlement will be issued within two (2) pay periods.

Article 16 – Arbitration

16.01

- a) Within five (5) working days from the date of receipt of the Company's written decision on a grievance in Step 3 the union through the chairperson of the Bargaining Committee, may request in writing that the grievance be appealed for arbitration.
- b) It is agreed that disputes which are carried to arbitration shall be heard before a single arbitrator.

The union shall, in their Notice of Intent to proceed to arbitration, suggest three (3) names to serve as arbitrator. The Company shall respond within then (10) working days, either agreeing to the union's proposed arbitrator or suggesting alternative arbitrators. If the parties cannot agree on an arbitrator within ten (10) working days, either party may request the Minister of Labor to appoint a single arbitrator.

- c) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the Agreement or to deal with any matter not covered by this Agreement. The arbitrator however, in respect of a grievance involving a penalty, shall be entitle to modify such penalty as in the opinion of the arbitrator is just and equitable.
- d) The decision of the arbitrator shall be final and binding on both parties and his expense shall be borne in equal shares by the Company and the union.
- e) Time limits in this Article may be extended only by written agreement between the Company and the union.

Article 17 – Hours of Work and Overtime

- 17.01 The regular work week shall consist of forty (40) hours per week. Monday through Friday, comprised of five (5) eight (8) hour shifts. There is no guarantee of a minimum number of hours of work per week.
- 17.02 The Company shall grant paid rest periods of fifteen (15) minutes during the first half of the shift and fifteen (15) minutes during the second half of the shift. Employees shall be entitled to an unpaid lunch period of thirty (30) minutes.
- 17.03 In the event a second or third shift is required, such shift will be started only after the hours of work have been mutually agreed upon by the parties.
- 17.04 Starting and stopping times may be modified only on the half hour or hour to meet customer needs. The Company will meet with the union to discuss any such changes and will attempt to provide two (2) weeks' notice if possible.

Article 18 – Overtime

- 18.01 Overtime work shall be on a voluntary basis and it is mutually agreed that when overtime work is scheduled by the Company, it shall be distributed in an equalized manner amongst the employee in the classification usually performing such work. However, the Company recognizes the equity of maintaining minimum differentials in the overtime hours amongst all employees within a classification. If a sufficient number of qualified volunteers are not

obtained, employees with the least amount of overtime will be required to work a maximum of eight (8) hours per week.

In Windsor, for the purposes of overtime charging of hours, all hours of accepted and declined overtime will be carried over for each employee when they are canvassed for overtime outside of the plant that they are normally employed. When an employee is a successful applicant to a posting at another plant or another classification, their overtime hours will be averaged into the new overtime group of employees.

In Windsor an employee must be at work at the time of asking to be eligible for overtime. Except those that are on vacation, those not at work will be charged the appropriate hours and bypassed for the opportunity.

During Bargaining the parties discussed and agreed to daily overtime equalization. There is an agreed upon 3 month trial period in which the Company will canvass and equalize daily overtime including weekends/holidays. Once the overtime is canvassed those that have agreed to the overtime will be locked in to their shifts regardless of any changes due to sick calls etc. During this 3 month period the Union Chairperson and Facility Manager will meet regularly to discuss any issues that arise from this process and agree to mutually resolve any issues that may arise.

- 18.02 Notice of overtime opportunities must be given at the lesser of four (4) hours or as soon as the need becomes known before the shifts ends for an extended shift, or in the case of weekend work such as Saturday, Sunday or a holiday, the work notice for overtime work must be given by 1:00 p.m. on the Thursday prior to the weekend. If customer needs require such week end or holiday overtime and notice is received after 1:00 p.m. on Thursday, notice will be given as soon as it is received.
- 18.03 The employees with the least credited overtime hours in the classification will be offered the overtime opportunity first.
- 18.04 Any employee who changes classification shall be credited with the average number of hours in the classification to which he enters.
- 18.05 Any employee placed on an overtime roster to hire, recall, reclassification or return from sick leave is to be charged with the average number of hours charged against the employees in the work area who are in the same classification.
- 18.06 The Company will not mandate overtime on Sundays or holidays.

Article 19 – Overtime Rates

- 19.01 Any work performed by an employee in excess of eight (8) hours in any 24 hour period of the regular work week shall be paid at the rate of time and one half (1½x).
- 19.02 Any work performed on a Saturday will also be paid at the rate of time and one half (1½x).
- 19.03 Any work performed on a Sunday will be paid at the rate of double time (2x).
- 19.04 Any work performed on a paid holiday will be paid for at the rate of double time (2x) plus holiday pay for all hours worked.

Article 20 – Reporting Allowance

20.01 Employees who are scheduled and report for work, shall, if work is not available, receive four (4) hours pay at the applicable rate.

Article 21 – Call in Allowance

21.01 An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of four (4) hours pay at the applicable rate for such additional work.

Article 22 – Substance Abuse

22.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the union have a strong interest in encouraging early treatment and assisting employee towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of such employees to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide a leave of absence and all normal group insurance benefits for up to thirty (30) days unless extended by mutual agreement or to the completion of receiving disability benefits to such employees while under a medically prescribed course of treatment.

Article 23 – Administration of Discipline

23.01 When an employee is reprimanded, disciplined, suspended, discharged or investigated he/she shall have a right to have a union representative present. An employee shall only be disciplined, in the presence of his/her union representative.

23.02 No employee shall be disciplined or discharged except for just cause.

23.03 The employee shall be give notice in writing of the reasons for reprimand, discipline, suspension or discharge, at the time the action is taken. A copy of such notice shall be given to the employee's union representative at the same time.

The employer shall take any disciplinary action against an employee within three (3) working days of the date of the incident or when the employer becomes or reasonably should have become aware of the cause for disciplinary action, whichever is later.

23.04 It is agreed however, that the record of any disciplinary action placed against an employee shall not be used against him/her after lapse of twelve (12) months from the date of issue.

23.05 An employee shall be entitled to examine any document expressing dissatisfaction with his/her performance or conduct which is in his/her file. An employee shall have the right to be accompanied by a union representative.

23.06 During the 2014 Bargaining both the Company and Union discussed at length the Company's disciplinary policy. The Company has agreed to meet with the Union following bargaining to discuss a fair and equitable policy at both Local 200 and Local 707.

Article 24 – Suspension and Discharge Grievances

24.01 In the case of suspension or discharge grievances, Step 3 shall be invoked within three (3) working days.

Article 25 – Incapacitated Employees

25.01 An employee who has been incapacitated at his work by injury or compensable occupational disease or [suffering a major physical disability] and is unable to continue his regular job, will be employed in other work, on a job that he can perform, that is operating in the plant.

25.02 An employee placed on a job because of a disability will periodically have that disability reviewed. Such review will be done at a minimum annually.

25.03 All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the Company and the union.

25.04 In cases of disagreement the Dispute Resolution Process will be implemented.

Article 26 – Leave of Absence

26.01 The Company may grant a leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on such a leave of absence. A leave of absence shall not exceed ninety (90) calendar days.

26.02 Application for leave of absence for personal reasons shall be made on forms supplied by the Company and must be submitted to the Facility Manager at least one (1) week prior to the commencement of the leave. Permission for these leaves of absence shall be at the discretion of the Company. A response shall be provided to the employee within two (2) days from the date of application. The one (1) week notice can be waived for emergency or compassionate reasons.

26.03 Incarceration Leave

The employer will grant a leave of absence to any employee who is convicted under the provisions of the Highway Traffic Act (Ontario) relating to offences arising out of the operation of a motor vehicle (the same to include driving a motor vehicle while intoxicated) if the employee is sentenced or charged to a term of imprisonment of not more than one hundred and eighty (180) days. Such leave of absence shall be unpaid.

26.04 An employee of the Company elected or appointed to a full time position in the Local or National Union of UNIFOR shall be granted a leave of absence by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the union.

Employees who are granted a leave under the above sentence shall have their seniority and all benefits, including any pension rights, continue while on such leave to the local union and will have their seniority and any pension rights continue while on leave to the national union.

26.05 Union leaves of absence to attend union business outside of the plant will be granted. The Company will pay the employee's wages and will bill the union monthly for full reimbursement.

26.06 Public Leave of Office

An employee of the Company elected or appointed to a full time federal, provincial or local public office shall be granted a leave of absence by the Company. Such leaves shall remain

in effect for the term of office. Additional leaves of absence for service in such office shall be granted upon written application by the employee.

Employees who are granted a leave of absence under the above sentence shall continue to accrue seniority and any pension rights during said leave.

26.07 Pregnancy / Parental / Adoption Leaves

An employee will be granted a pregnancy / parental / adoption leave pursuant to the Employment Standards Act.

26.08 Any employee who is found to have falsified the reason for a leave of absence shall be subject to discipline up to and including discharge.

26.09 All leaves of absence in this agreement are unpaid unless otherwise stated.

Article 27 – Paid Education Leave

27.01 The Company agrees to pay into a special fund six cents \$0.06 per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program
205 Placer Court
North York, ON M2H 3H9

27.02 The Company further agrees that members of the Bargaining Unit, selected by the union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave.

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

Article 28 – Bereavement Leave

28.01 A seniority employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of pay and benefits because of a death in his/her immediate family (spouse, mother, father, sister, brother, daughter, son, grandson, granddaughter).

An employee will be granted three (3) regularly scheduled consecutive work days leave for the following: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step parent of the employee or his/her spouse, step child, step brother, step sister, grandmother, grandfather, spouse's grandmother or grandfather. All leaves must be completed within fourteen (14) days of the death. Any special circumstances will be dealt with on an individual basis.

Bereavement leave during an employee's scheduled vacation or leave of absence will extend the vacation or leave of absence by the number of qualified days.

Payment shall be made at the employee's regular straight-time hourly rate. The employee will supply the Company with documentation such as a funeral card or memorial remembrances.

Article 29 – Jury Duty

- 29.01 The Company will make up the difference between the amount of money per day an employee received while serving as a member of a jury, including coroner's juries, to an amount equal to the normal eight (8) hours pay which he/she would have been eligible to receive for working that day. Payment will be made upon presentation of appropriate documentation.
- 29.02 An employee who, by reason of any summons, subpoena, writ, petition or other legal process, is required by law to do anything, shall be granted an immediate unpaid leave of absence for the period of time required for such employee to complete anything that the employee is required to do by reason of any such summons, subpoena, writ, petition or other legal process and the employee shall retain and accumulate seniority and benefits while on such leave of absence.

Article 30 – Vacation Scheduling

- 30.01 During our bargaining session it was agreed that it is mandatory that all members must utilize their full vacation entitlement each year.

The Company has agreed that members will be allowed to book 32 hours of vacation during a week in which a negotiated holiday occurs. It is agreed that members can only use this provision once per calendar year.

Employees may withhold the one (1) week of vacation during the scheduling period which can be used in one (1) shift or one-half (1/2) shift increments as desired to a maximum of sixteen (16) hours. For employees scheduled to work twelve (12) hour shifts, the maximum is twenty-four (24) hours. It is further understood that requests may be denied based on the maximum amount of allowable vacation being achieved. Proper notification (one hour prior to the start of the shift) must be given to the Company.

The Company shall post the schedule for the next calendar year, on February 1st. All vacation scheduling will be in one (1) week increments, beginning on Monday and ending on Sunday.

- 1) Vacation time preference within the classification will be given to the employee with the greater classification seniority.
- 2) The employee with the highest classification seniority will bid, and so on until each employee has indicated their vacation preference.
- 3) Bidding by employees will be completed by March 1st. The vacation schedule for the following year will be posted in the plant by April 1st.
- 4) If an employee does not bid on vacation, the Company will have the option to assign vacation periods to that employee.
- 5) Employees will be permitted to trade vacation periods with other employees in the same classification. Any employee who wishes may change vacation dates after the vacation schedule has been established but must select from the remaining available weeks and may not bump another employee, regardless of seniority.

- 6) The Company has the right to limit the number of employees on vacation in a given location to 10% of the workforce in any week. The Company has agreed that during peak season (defined from May 1 to September 1st) to increase the vacation allocation to 15% as long as vacation was pre-scheduled. Call ins and last minute vacations will be subject to availability.
- 7) In the event the customer has a week or weeks during which they regularly shut down, the Company has the right to require employees with two (2) or more weeks of vacation eligibility to use a maximum of one week of the employee's vacation during such shutdowns.

30.02 The Company has agreed to consider long lead LOA requests after the March 1st vacation pick deadline with the understanding that the LOA booked will count towards the 10% vacation limit.

Article 31 – Holiday Pay Plan

31.01 Unless otherwise provided herein, each employee who meets all of the eligibility rules below shall be paid 8 hours at his/her regular hourly wage rate for the day of observance of each Good Friday, the Monday after Easter, the Friday before Victoria Day, Victoria Day, Canada Day, Civic Holiday, the Friday before Labour Day, Labour Day, Thanksgiving Day and for the year 2017 starting December 25, 26, 27, 28, 29, 30, 31 and for the year 2018, January 1 and December 24, 25, 26, 27, 28, 29, 30, 31 and for the year 2019, January 1, December 23, 24, 25, 26, 27, 28, 29, 30, 31, and for the year 2020, January 1 and December 24, 25, 26, 27, 28, 29, 30, 31, and for the year 2021, January 1: shift premium will be included in holiday pay for the above holidays. All holidays will align with holidays observed by the plant. In particular, the Canada Day holiday will be observed on the same day as observed by the Ford Motor Company at the location at which the employee is employed. In the event an employee works on the day of the observance of Canada Day, he or she will receive two (2) times his or her hourly wage. In addition, the Employee may opt to receive the eight (8) hours holiday pay for the day worked or take it as eight (8) hours paid vacation in lieu of receiving holiday pay.

In the event an additional Federal or Provincial holiday is proclaimed during the life of the Agreement, one of the holidays designated in 32.01 shall be designated and observed in lieu of such additional Federal or Provincial holiday. The parties shall meet to determine which of the holidays shall be so designated.

Each employee must meet the following eligibility rules to receive holiday pay:

- a. The employee shall have attained seniority as of the date of the observance of the holiday;
- b. The employee shall have registered his/her attendance on the last scheduled work day prior to the day of observance of the holiday, and the employee shall have registered his/her attendance within one hour of his/her regular starting time on the next scheduled working day following the day of observance of the holiday, unless the employee is able to provide his/her supervisor (any dispute in this respect will be subject to the grievance procedure).
 - i. In the case of Christmas holiday period, in 2017, starting December 25 through the following January 1, 2018; in 2018, starting December 24 through the following January 1, 2019; and in 2019, starting December 23 through January

1, 2020 and in 2020 starting December 24, 2020 through January 1, 2021, a seniority employee absent without excuse on both the last scheduled working day prior to and the next scheduled working day after a Christmas holiday period shall be ineligible for holiday pay for all of the holidays within the Christmas holiday period. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period shall be ineligible for two (2) of the holidays for which he/she would otherwise be eligible in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

- ii. Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.
- c. The employee who has accepted a holiday work assignment and then fails to report for and perform such work, shall receive payment for the holiday only on condition that he/she furnishes satisfactory explanation to his/her supervisor for his/her failure to report, subject to the grievance procedure.

Article 32 – Technological Change

32.01 Definition

"Technological change" is defined as changes in technology to the process, equipment or methods of production that differs significantly from that previously utilized by the Company.

32.02 Advance Notice

In the event of a technological change to our process, equipment or methods, the Company will give the union as much notice as possible.

32.03 Consultation

In the event of a technological change as defined above, the Company will meet with the union committee within five (5) working days of the advance notice to advise and discuss the nature of the technological change, the approximate date the Company proposes to effect the change, the approximate number of employees likely to be affected by the technological change and the effect the technological change may have on the working conditions and conditions of employment.

32.04 New Positions

If a new position is created as a result of a technological change it will be posted in accordance with Article 38 of the Collective Bargaining Agreement.

32.05 Training

Where new or greater skills are required, such employees shall, at the expense of the Company, be provided with training to enable the affected employee to perform his/her previous job functions as affected by the technological change. The parties agree to discuss appropriate training for the specific changes identified.

32.06 Protection of Bargaining Unit Jobs

No job currently performed by a bargaining unit member will be reclassified as a non-bargaining unit job as a direct or indirect result of technological change.

Article 33 – New Job

- 33.01 When a new job is created the Company may assign an employee to such job for a period not exceeding thirty (30) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the committee and provide all such data used to arrive at the new classification and rate. If the committee and the Company fail to agree on the new rate or classification for such new job, a grievance may be filed and the grievance procedure followed. If an arbitration results, the arbitrator will have the authority to set the new wage rate and classification and award redress but only back to the date the new wage rate was determined by the Company.
- 33.02 New jobs shall be posted within thirty (30) days of startup, and experience gained as a result of temporary assignment will not be considered as qualification on the posting. The most senior applicant will be awarded the job and trained.

Article 34 – Protective Clothing

- 34.01 The Company will set out its present practice, in the Collective Agreement, and pay for all safety equipment, safety shoes and devices deemed necessary by the Company.

The Company shall supply all protective clothing and other devices deemed necessary by the Company to protect employees from injuries during their employment with the Company.

Protective Clothing

Where the nature of the task assigned to an employee inside or outside requires the use of special equipment or protective clothing, such equipment will be provided by the Company.

Article 35 – Uniforms

- 35.01 Any uniforms required by the Company or the customer will be furnished by the Company at no cost to the employee. Replacements will be made by the Company as required, based on wear and tear damage. The Company will arrange for the cleaning of any clothing items provided, at no cost to the employee.

Employees are responsible for returning all uniforms issued them immediately upon termination of employment.

Article 36 – New Employee Orientation

36.01 Union Information for New Employees

The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues check-off. A new employee shall be advised of the name and location of his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her union representative who will provide the employee with a copy of the Collective Agreement. The employer agrees that a union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for one (1) hour sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the employer and the union. Such a meeting may not cause any significant disruption with any of the employee's responsibilities.

Article 37 – Health & Safety

37.01 The Company and the union will make every effort to comply in a timely manner with all applicable legislation pertaining to the Health and Safety of the employees of the Company.

37.02 The union and the Company agree to actively promote measures to ensure the Health and Safety of all employees.

All employees are required to comply with all Health and Safety legislation and Company policies as a condition of continued employment.

37.03 The Joint Health and Safety Committee (JHSC) will have a minimum total of four (4) members, two (2) representing the union, who are elected or appointed and two (2) representing management.

37.04 Each member of the Joint Health and Safety Committee (JHSC) shall be certified as required.

37.05 The Joint Health and Safety Committee shall meet during regular working hours at least once each month and, where meetings are urgently required as a result of an emergency or other special circumstance, the committee shall meet as required.

37.06 The Health and Safety Committee shall have the following responsibilities.

- a. It shall participate in all inquiries and investigations pertaining to Occupational Health and Safety;
- b. It shall regularly monitor programs, measures and procedures related to the Health and Safety of employees;
- c. It may request from the Company such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace.
- d. It shall have full access to all government and employer reports relating to the health and safety of the employees but shall not have access to the medical records on any person, except with the consent of that person;
- e. It may contribute and promote health and safety programs for the education of the employees.
- f. It shall ensure that adequate records are kept on workplace accidents, injuries and health hazards and it shall regularly monitor data relating to those accidents, injuries and hazards; and
- g. It shall receive, consider and make recommendations on complaints regarding the health and safety of employees.

37.07 Protective Clothing and Equipment

The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing required including safety footwear and safety glasses (prescription, if necessary). These shall be maintained and replaced, where necessary, at the Company's expense. Additionally, for all employees who are regularly required to work outside, the Company will furnish winter boots, jackets, thermal pants, hats and gloves. Additional clothing will be available for temporary workers. All such clothing must remain in the plant and cannot be taken home.

37.08 Snow Shovels and Window Washing Equipment

The Company agrees to provide ergonomic snow shovels and window washing equipment approved by the Safety Committee. The Company further agrees to purchase three (3) electric snow shovels.

HEALTH, SAFETY AND ENVIRONMENT MINIMUM POSITION

1) Company Duties

The Company shall institute and maintain all precautions to provide every worker a safe and healthy workplace. The Company, the union and all employees shall comply with all applicable health and safety legislation and regulations.

2) Joint Health and Safety Committee

- a) Without limiting the generality of the foregoing, the committee shall:
 - i) Determine that inspections have been carried out at least once a month by the co-chairs or designates.
 - ii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
 - iv) Hold meetings at least once a month for the review of:
 - (1) Reports of current accidents and occupational diseases, their causes and means of prevention
 - (2) Remedial action taken or required by the reports of investigations or inspections
 - (3) Any other matters pertaining to health and safety
 - v) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local union and national union representative.
 - vi) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

3) Right to Refuse

- a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
- b) When a worker exercises his or her right to refuse he or she shall notify the supervisor who shall promptly notify the union co-chair or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the union co-chair and refusing worker.
- d) If the union co-chair and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.

- e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the act or the regulations.

4) Accident and Incident Investigations

All injury or near-miss which involves a worker will be discussed by the JHSC.

5) Education and Training

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training, job instruction prior to job start.

The plant will establish a safety talk program with participation from the JHSC.

6) Right to Accompany Inspectors

The union member of the JHSC shall accompany governmental inspectors and national union representatives on plant inspection tours; also accompany persons appointed by the Company who have professional training in industrial hygiene or safety on regular plant surveys and upon request receive results of such surveys.

7) Access to the Workplace

Union health and safety staff or union consultants shall be provided access to the workplace and to attend meetings of the committee or for inspecting, investigating or monitoring the workplace.

8) Protective Clothing and Equipment

The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing required including safety footwear and safety glasses (prescription, if necessary). These shall be maintained and replaced, where necessary, at the Company's expense.

Safety Shoes

The Company will pay up to \$150.00 towards the purchase of CSA approved safety shoes once every twelve (12) months, following the date of initial purchase, to any employee required to wear them. The Company has agreed to set up additional union-recommended safety shoe providers.

Employees will be able to use the on-site safety shoe truck and payroll deduction for any cost over entitlement.

Safety Glasses

The Company will supply at (no cost to employees) safety glasses to any employee required to wear them.

If an employee requires prescription safety glasses, the Company will furnish these glasses from a preferred vendor that meets CSA and Company policy

9) Injured workers Provisions

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay.

Article 38 – Job Descriptions and Classifications

Job Classifications

Every employee covered by this agreement will be classified in a wage classification with specific job responsibilities as detailed in the job description associated with that wage classification.

Job Description

Job descriptions that have been agreed to between the Company and the union shall not be changed or altered during the life of this agreement, without mutual consent between the Company and the union or as required to meet customer demands.

The Company and the union agree to draw up job descriptions for all postings and classifications. These descriptions shall become the recognized job descriptions.

Pay for Work in Another Classification

Employees temporarily transferred to a lower rated classification, shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification. Union representatives will be advised of the work conditions, names and numbers of employees involved prior to the commencement of the assignment. Any person may be used in any classification on their shift as needed to fulfil customer needs. If there is more than 4 hours of scrap work performed on a shift, on a regular basis, then Scrap Removal will be posted for such shift.

38.01 It is agreed that there will be a class code to recognize Janitors.

38.02 It is agreed that there will be a class code to recognize Crib Attendant.

38.03 It is agreed that there will be a class code to recognize Janitor Lead Hand.

38.04 It is agreed that there will be a class code to recognize Crib Lead Hand.

38.05 In Windsor the current Utility class code will be changed to an Absentee and Vacation Replacement class code responsible for coverage of the Janitorial and Crib class codes and training.

During bargaining the Union expressed concerns in regards to the Job Description Language in Article 38. The Company agrees to live to the expectations of the language.

In addition it was agreed that if there was a change in the routes of the janitors, the Company will update the routes and the job descriptions within 14 days of the change.

Overtime Rules for Crib coverage:

In Windsor, during bargaining, the parties had extensive discussions regarding fair practices for overtime selection to cover the Crib Class code.

The following rules will apply for such overtime.

The AVR Class code will cover vacation and absences for Crib attendants. When the AVR group is exhausted the Company will canvass those members that are qualified starting with the low hour qualified on the affected shift. The Company will continue canvassing for volunteers and if no members accept on a voluntary basis, the Company may force the low hour qualified person.

It is agreed that there will be a class code to recognize Water Blasters

Article 39 – Part Time Employees

- 39.01 The parties agree that part time employees will be given PMHV and lock out training. The Company and the union agree that if the bargaining unit work force is below 80 employees, that temporary employees may be used for replacing an employee that is on an approved vacation, leave of absence or medical leave of absence only if:
- (a) The leave is greater than four (4) days;
 - (b) The leave does not exceed eighty-nine (89) calendar days;
 - (c) The Company provides the proper documentation and discusses with the union in advance (in all cases);
 - (d) There are no employees on layoff;
 - (e) All temporary employees are to be paid the same rate of pay as any probationary employee with the terms set out in this agreement;
 - (f) Any temporary employee who works ninety (90) days in a twelve (12) month period will gain seniority and be added to the seniority list with a seniority date retroactive ninety (90) days from the ninetieth (90th) day worked;
 - (g) All temporary employees will pay union dues.
 - (h) For Windsor during bargaining the parties agreed that all TPT's will be trained on all Janitorial jobs excluding the work performed on the roof and filter changes.
- 39.02 The Company will use the services of the UNIFOR/Ford Workers Adjustment Centre or the Area Unemployed Help Centre to fill any temporary positions prior to using the services of an employment agency.
- 39.03 A temporary employee can also be used to replace a full time employee on less than four (4) day absences, which are limited to absentee call ins, snow removal requirements, leave of absences, bereavement, jury duty, union leaves and for vacation coverage of up to twenty percent (20%) of the full time workforce.
- (a) If required, a temporary worker can be used on weekend overtime opportunities which are Saturday or Sunday and Holidays provided that all full time employees have been given the opportunities with respect to weekend/holiday overtime prior to any temporary employees being called in on weekends or holidays.
 - (b) The Company provides the proper documentation and discusses with the Union in advance, unless in cases of emergencies at which time the Company will notify the Union within one hour of such occurrence.
 - (c) There are no employees on indefinite or temporary layoff.
 - (d) The hours of work opportunity with the temporary employees will be equalized, and be based on skill and ability. The list of equalization must be updated on a weekly basis.

- (e) Temporary employees will be covered by Article 19 for all overtime hours. Total time required to gain seniority equals 720 hours worked in any twelve month period.
- (f) The temporary worker manpower will not exceed 30% of the existing full time workforce, unless approved by the President of Local 200 or his designate.
- (g) The Company agrees to recognize the most senior temporary worker at the time full time hiring is required.
- (h) Temporary workers cannot be used for discipline coverage.
- (i) Temporary workers who gain seniority will be entitled to benefits.
- (j) Temporary employees will not be utilized to take over work presently performed by full time employees, except for reasons mentioned above.

Article 40 – Cost of Living Allowance (COLA)

40.01 During the term of this agreement, COLA is frozen until October 1, 2021. At that time, COLA will be paid as outlined below.

The amount of the cost-of-living adjustment shall be determined in accordance with changes in the Consumer Price Index on the base 2002=100 (Canada), hereafter referred to as the "2002 CPI."

In determining the three (3) month average of the indexes, the computed average shall be rounded to the nearest 0.1 index point. I.e. .05 and greater rounded upward and less than .05 downward.

The COLA base period shall be computed using the three month average of the 2002 CPI for March 2021, April 2021 and May 2021 as the base period.

The first COLA will compare the 2002 CPI for the base period with the three month average for the June 2021, July 2021 and Aug 2021 period.

COLA adjustments will be quarterly according to the following schedule:

Adjustment Dates

First pay period beginning on or after
First day of: October 2021,

Comparison Periods

Average for 3 month period:
June 2021, July 2021, August 2021

One cent (1¢) adjustments shall be payable for each 0.1101 change in the 2002 CPI. If the 2002 CPI goes down such that the difference between the base period and the comparison period is a negative value, the adjustment will be zero (0). In the event of a zero (0) adjustment in any quarter, the base for the adjustment calculation for the subsequent quarter will be the CPI of the quarter immediately prior to the zero (0) adjustment.

COLA will apply to all compensated hours. The amount of COLA in effect at any given time shall be included in computing overtime, vacation pay, holiday pay, call-in pay, jury duty and bereavement pay. All COLA payments will be folded into the base wage rates effective the

first pay period on or after the first day of the contract anniversary in each year of the agreement.

Article 41 – Shift Differential

41.01 These are the shift premium rates / differential the following times:

Day – 1st Shift:

Start time after 5:00 a.m. and on or before 10:30 a.m. will be zero (0) shift differential.

Afternoons – 2nd Shift:

Start times after 10:30 a.m. and on or before 7:30 p.m. will be paid an additional 35¢ over base rate plus COLA / hour.

Midnights – 3rd Shift:

Start times after 7:30 p.m. and on or before 5:00 a.m. will be paid an additional 50¢ over base rate plus COLA / hour.

Article 42 – Benefits

42.01 The current group benefit plan provided by Manulife Financial will be incorporated into the collective agreement with the following additions:

The employer shall pay the full cost (100%) of premiums for all group insurance benefits (including health care, dental, life insurance, AD&D, disability benefits) for bargaining unit members except that employees will be provided a drug card that has a \$5.00 copay for each prescription.

- (1) Dental Coverage annual limit increased from \$1500 to \$2000.
- (2) Amend Chiropractic coverage to include the first five visits at no charge to the employee; a maximum of \$350 per person, per year.
- (3) Maintain the vision care coverage to \$300 every 24 months.
- (4) Coverage for eye examinations up to one exam per year per employee and dependent with costs capped at \$75 per covered visit.
- (5) Include laser eye surgery in vision care coverage up to maximum coverage limits in the vision care plan and any payments for laser eye surgery are in lieu of any other coverage under the plan.
- (6) In the event of layoff, benefit coverage shall continue until the end of the month following the month of layoff.
- (7) Amend benefits for health care previously capped at age 65 to continue to age 70; includes short term disability; LTD up to age 65.
- (8) After much discussion between the Company and the Union regarding Manulife, the Company agreed that within 90 days of the signed agreement, there will be a meeting

with Manulife, the negotiations bargaining team, as well as the Company regarding better communications between all the parties involved.

It was further agreed that a direct contact number similar to a title of a Manulife Account Executive would be given to the union for any specific difficulties or issues the membership may have.

Article 43 – Retirement Savings Plan

- 43.01 Current RRSP Plan and the Company match plan will be incorporated into the Collection Agreement. For the first 5% of wages contributed by the employee, the Company will match the employee's contribution at the rate of 55% of every dollar contributed.
- 43.02 In addition to the above, the Company will contribute an additional 4% of the base wages paid to each employee into the plan.

Article 44 – Vacation Pay Plan

- 44.01 The employees will have the following vacation hours. Employees will be paid at the current year's rate of pay. For years 1 – 4 only, if the Percentage payout is the greater amount, employees may request all or a portion of the OVERAGE be paid in conjunction with any of the vacation weeks taken, subject to a required written request for such additional payment submitted at least one (1) week prior to the vacation week taken):

Years	
1-4	96 hours or 4%, whichever is greater
5-9	136 hours
10 - 19	176 hours
20 or more	216 hours

Effective January 1, 2018, employees will be entitled to an additional 40 hours of special paid absence per calendar year. In order to transition to the new provision, outstanding overage accrued to December 31, 2017 will be paid not later than the second pay period of January, 2018.

Article 45 – National Day of Mourning

- 45.01 The Company agrees to allow employees one (1) minute silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

Article 46 – Social Justice Fund

- 46.01 The Company agrees to pay into a special fund one cent (\$0.01) per hour per employee for all compensated hours for the purpose of contributing 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. Such monies are to be paid on a quarterly basis into the fund established by its board of Directors and sent by the Company to the following address:

Unifor Social Justice Fund
205 Placer Court
North York, ON M2H 3H9

Article 47 – First Aid

47.01 In the event of an injury or illness requiring first aid, all employees must report to the Ford Medical Centre for evaluation and treatment. The Medical Centre will determine if additional treatment is necessary and advise the employee and the Company. The Medical Centre will maintain all records related to said injury or illness.

Article 48 – Medical Certificates

48.01 Where an employee is required to produce a certificate from a medical practitioner for any illness or filing of a medical form where a claim is made under a sick leave plan, the full cost of such certificate or insurance form, will be paid by the Company.

Article 49 – Contracting In and Contracting Out

49.01 The Company shall not contract in and/or contract out, any work which is customarily performed by an employee covered by this Agreement.

Article 50 – Work by Non Bargaining Unit Persons

50.01 Persons not covered by this agreement, shall not perform any work normally performed by employees in the bargaining unit except for the purpose of equipment testing, training and instruction.

Article 51 – Training, Retraining and Refresher Courses

51.01

- a. The Company agrees to eight (8) hours of yearly Union Awareness training that will be paid by the Company and supplied by UNIFOR trainers at a mutually agreed upon time.
- b. Training, retraining and refresher courses shall be given as needed to employees during regular working hours at straight time rate. In the event that training, retraining and refresher courses take place outside an employee's regular working hours; he/she shall be paid applicable overtime rate of pay.
- c. In the event of the introduction of any new process, machinery or equipment, where new or greater skills are required than are already possessed by affected employees, such employee shall be provided with whatever amount of training he/she requires during his/her hours of work with full pay. No employee will be assigned to a new machine or equipment to service, without proper training.

- d. The Company will provide reasonable transportation, room and board to employees who are required to attend Company's training, retraining or refresher courses at locations other than their work base.

Article 52 – UNIFOR Legal Fund

52.01 The Company agrees to pay into a special fund three and one-half cents (\$0.35) per hour per employee for all compensated hours for the purpose of contributing the Unifor– Legal Fund.

Article 53 – Duration of Agreement

53.01 The agreement shall be effective from the 14th day of October, 2017 to and including the 13th day of October, 2021. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time with a period of 90 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

53.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of the 13th day of October, 2021, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

53.03 It is understood that, during any negotiations following upon notice of termination or notice or amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

53.04 Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

LETTER OF UNDERSTANDING #1

RE: JOB CLASS CODE: ROOF FILTER CHANGE OPERATOR

It is agreed that if there is not sufficient work for Rook Filter Change Operator, the Company may assign other work in Janitor group.

LETTER OF UNDERSTANDING #2

RE: COMPANY LEADS

It is agreed that the current Company Leads will be grandfathered into the Collective Agreement.

All other Company jobs will be posted.

LETTER OF UNDERSTANDING #3

RE: VEHICLE PURCHASE

The Company has been designated as an approved to participate in the Ford Motor Company's Vehicle Purchase Plan for suppliers. The Company does not have the responsibility for administering this plan, but will provide contact information as follows: the employee should either call or visit the website. The phone number is 1-877-975-2600 and the website address is: www.fordpartner.com.

The employee must provide proof of employment (i.e. pay stub or name badge). Ford will then send the employee the required form and other information. The employee will need to contact Ford before he/she goes shopping for a car.

LETTER OF UNDERSTANDING #4

RE: SIGNING BONUS

The Company will pay a one-time \$2,000.00 signing bonus which will be paid within two pay periods upon ratification. Bonuses will not be paid to employees on LTD, WSIB or S & A until they return to the active roles. Any portion may be diverted to the employee's RRSP with a request in writing no later than 2 weeks after ratification.

LETTER OF UNDERSTANDING #5

RE: DISPUTE RESOLUTION PROCESS FOR SHORT AND LONG TERM DISABILITY UNIFOR MEMBERS / LEADEC-CANADA EMPLOYEES

Short and Long Term Disability benefits are a contractual right under the UNIFOR/Leadec Collective Bargaining Agreement. Both the UNIFOR ("Union") and Leadec ("Company") wish to see claims processed in a fair and expedient manner. The following provisions will be implemented as soon as practical:

A. Notice of Suspension of Benefits

The Insurance Carrier ("Carrier") will provide the employee on disability leave with at least two weeks written notice of the intention to suspend benefits. The notice will state the intended date of suspension, the reason for suspension and, if appropriate, any actions the employee may take to maintain benefits. A copy of the notice will be provided to the Company and the union chairperson.

B. Dispute Resolution Process

Where there is a dispute between the Carrier and the employee's physician on the ability of the employee to return to work, the dispute shall be handled as an appeal in the following manner:

1. The Company and the union shall review the matter and determine the appropriate examiner (i.e., general specialist) for a third party independent medical opinion (IMO). The Company will provide the employee 48 hours advance written or verbal notice of the scheduled third party examination.

2. The IMO will be paid for by the Company and will be presented to the carrier as additional medical evidence to be reviewed. The examination report will include a statement of "able to work," "not able to work" or "able to work with restrictions."
3. The IMO will be mailed to the following address:

Manulife
 Group Disability Benefits
 P.O. Box 800
 Kitchener, ON N2G-4Y5

The carrier will review the IMO as a new medical information and will render its determination based on the report of the third party.

4. The employee may continue to appeal the carrier decision for a period of up to two years from the date of the final determination by the carrier by presenting new medical evidence to support his/her claim.
5. If the carrier determination results in acceptance of the appeal, the employee will receive benefits back to the date when benefits would have become payable. The carrier will arrange for an acceptance letter and appropriate payment as soon as administratively feasible.

LETTER OF UNDERSTANDING #6

RE: RRSP EMPLOYER CONTRIBUTIONS

The RRSP plan language has been consistently applied and administered. To remove any potential misunderstanding of the Plan provision, the Company and the union have agreed that the following is the correct interpretation:

Employees are entitled to contribute a portion of their gross wages into the plan.

For the first 5% of gross wages contributed, the Company will match the contribution at the rate of 55% of each dollar.

For example:

Gross Wages	\$40,000
Contribution to RRSP of 5%	\$2,000
Company Match 55% of Contribution	\$1,100
Gross Wages	\$40,000
Contribution to RRSP of 3%	\$1,200
Company Match 55% of Contribution	\$660
Gross Wages	\$40,000
Contribution to RRSP of 10%	\$4,000
Company Match 55% of Contribution up to 5%	\$1,100

LETTER OF UNDERSTANDING #7

RE: Memorandum of Understanding – Weekend Worker - Oakville Specific

The Company and Union discussed at length the scope of work at the Oakville facility. It was understood the work required would necessitate additional shifts.

Outlined below are the specific arrangements agreed to upon ratification.

Scheduled hours of New Day Shift (weekend worker)

- Saturday 7am-7pm
- Sunday 7am-7pm
- Monday 7am-3pm

Scheduled hours of New Evening Shift (weekend worker)

- Friday 11pm-7am
- Saturday 7pm-7am
- Sunday 7pm-7am

Lunch and Breaks

- 12 Hour Shift will receive:
20 minute paid lunch

Saturday and Sunday 3-15 minute breaks

- 8 Hour Shift will receive:
20 minute paid lunch

Monday and Friday 2-15 minute breaks

Pay Premiums

- Saturday will pay 12 hours at time and one half
- Sunday will pay 12 hours at time and one half
- Monday and Friday will pay 8 hours at regular time
- All hours worked for weekend worker following their regular scheduled shift will be paid at time and one half

Vacation and EAA

- Employees will be paid 40 hours vacation who request for their scheduled 3 days off
- Employees may use up to 16 hours of EAA for Saturday and Sunday and 8 hours for Monday and Friday

Holiday pay

- Employees will receive scheduled hours at straight time for each negotiated holiday that falls on a regular scheduled work day. Employees may request to bank this day to be used at a mutual agreed time.
- Employees will receive 8 hours of straight time, if a holiday falls on a regular day off

Bereavement

- Employees are entitled to 3 days bereavement with 40 hours pay

Further to these discussions the Company acknowledged the Unions concern and agreed that all members working the weekend shift would not be disadvantage in the calculation of vacation eligibility, RRSP contributions and any language pertaining to 40 hours of work would include these members. Further to these discussions the Company acknowledged the Unions concern and agreed that all members working the weekend shift would not be disadvantage in the calculation of vacation

eligibility, RRSP contributions and any language pertaining to 40 hours of work would include these members. It was also discussed at length the holiday pay between Christmas and New Year's shall not exceed 40 hours of straight time of pay.

Further to these discussions the Company acknowledged the Unions concern and agreed that all members working the weekend shift would not be disadvantaged in the calculation of the vacation eligibility, RRSP contributions and any language pertaining to the 40 hours of work would include these members. It was also discussed at length the holiday pay between Christmas and New Year's shall not exceed 40 hours of straight time of pay.

Day Shift

- 2017 – Last day worked Dec.24th. Off Dec.25th, Dec.30th, 31st, and Jan.1st 2018, return to work on Jan.6th 2018.
- 2018 – Last day worked Dec.23rd. Off Dec.24th, 29th, 30th and 31st, return to work on Jan.5th 2019.
- 2019 – Last day worked Dec.22nd. Off Dec.23rd, 28th, 29th, and 30th, return to work on Jan.4th 2020.
- 2020 – Last day worked Dec.21st. Off Dec.26th, 27th, and 28th, return to work on Jan.2nd 2021.

Night Shift

- 2017 – Last day worked Dec.23rd. Off Dec.24th, 29th, 30th, return to work Dec.31st 2017.
- 2018 – Last day worked Dec.23rd. Off Dec.28th, 29th, and 30th, return to work on Jan.4th 2019 .
- 2019 – Last day worked Dec.22nd. Off Dec.27th, 28th, and 29th, return to work on Jan.3rd 2020.
- 2020 – Last day worked Dec.20th. Off Dec.25th, 26th, 27th, and Jan.1st 2021, return to work on Jan.2nd 2021

It was also discussed at length that mandatory Saturdays would only be implemented on Ford's full production Saturdays.

The Company further agrees that the Union will be notified 90 days prior to cancellation of any of the two weekend shifts.

DATED IN LONDON, ONTARIO THIS _____ DAY OF _____, 2017

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING #8

RE: EMERGENCY LEAVE DAYS

Notwithstanding legislation to the contrary applicable to the Company's facilities, each employee will be entitled to ten (10) personal emergency leave days in accordance with the provisions of the *Employment Standards Act, 2000*. The foregoing does not apply in the event the legislated change provides for a greater right or benefit than is provided for in the collective agreement.

LETTER OF UNDERSTANDING #9

RE: UTILITY TECHNICIAN

October 11, 2017

Mr. Chris Taylor
Unifor National Representative
2345 Central Avenue, 2nd Floor
Windsor, Ontario
N8W 4J1

Subject: Utility Technician

Dear Mr. Taylor:

During our recent 2017 National Negotiations, the Parties discussed a new classification of Utility Technician. We currently outsource many equipment services for Leadec owned capital equipment and this classification would allow us to self-perform some of this work using Unifor represented team members. Aside from internal cost savings for Leadec and increased membership for Unifor, this utility classification also creates career pathing opportunities for current Leadec employees.

Leadec will inform the respective Skilled Trades Chairs of Local 200 and 707 of their plans for this work and further agrees that they will be bound by the terms of the Ford/Local 200 and 707 Collective Agreement, their practices and Local letters when implementing this work.

Additionally, this classification would be established in levels based upon experience and knowledge. The pay structure as we know it today would range between \$27.14 an hour to \$33.00 an hour and would be determined by qualifications of candidates and time with the company.

Sincerely,

Doug Couch
Regional Manager NAO
Leadec Industrial Services

LETTER OF UNDERSTANDING #10

RE: Union Representation Structure (OAKVILLE SPECIFIC)

1. In Oakville Local 707, a unit with up to 76 to 199 employees with a multi shift operating pattern, the union shall have a total of 44 hours designated per week for the duties required in administration of this agreement. There will be one (1) part time Chairperson and a part time committeeperson designated to each shift in the unit. The Chairperson will have the right to devote 20 hours per week (4 hours per day) to his/her duties required in the administration of this agreement. The committeeperson on each shift will be on a part time basis and will be allowed up to (8) eight hours per week for union business.

2. In Oakville Local 707, a unit with a multiple shift operation there will be a full time chairperson when any shift population reaches 76 employees. An additional full time committee person will be added when the shift population reaches 200. An additional Steward will be added for every 200 employees thereafter.

A full time Chairperson/Committee person will have the right to devote his/her full time to his/her duties required in the administration of this agreement. The part-time Committee person will have the right to devote up to eight (8) hours per week for Union business. If additional time is needed for Union business, the Chairperson /Committee person may request to their supervisor for consideration of additional time.

All hours worked for Union Business required in the administration of this agreement will be paid at the appropriate rate of pay. Hours worked above what is specifically stated in this agreement must have prior approval of management.

Addendum - Rates of Pay

Article 40 – Rates of Pay - move rates to separate page

40.01: Increases to rates of pay for current Collective Agreement are:

\$0.20 2nd year (2018), \$0.25 3rd year (2019), \$0.30 4th year (2020) - includes new hires.

Janitorial:

\$20.50

with \$0.20 increase on the first Sunday after October 13, 2018;

\$0.25 on the first Sunday after October 13th 2019; and,

\$0.30 on the first Sunday after October 13th 2020.

Lead Janitor:

\$21.50

with \$0.20 increase on the first Sunday after October 13, 2018;

\$0.25 on the first Sunday after October 13, 2019; and,

\$0.30 on the first Sunday after October 13, 2020.

Crib, Windsor AVR, Oakville Water blaster, Oakville Utility PIV:

\$21.28

with \$0.20 increase on the first Sunday after October 13, 2018;

\$0.25 on the first Sunday after October 13, 2019; and,

\$0.30 on the first Sunday after October 13, 2020.

Lead Crib:

\$22.28

with \$0.20 increase on the first Sunday after October 13, 2018;

\$0.25 on the first Sunday after October 13, 2019; and,

\$0.30 on the first Sunday after October 13, 2020.

Oakville Utility Absentee Attendant (Crib and Janitor) – By Department:

\$20.82

with \$0.20 increase on the first Sunday after October 13, 2018;

\$0.25 on the first Sunday after October 13, 2019; and,

\$0.30 on the first Sunday after October 13, 2020.

Additionally, the Company will pay an annual bonus as follows:

\$1,500.00 on the first pay period of October, 2018;

\$1,500.00 on the first pay period of October, 2019;

\$2,000.00 on the first pay period of October, 2020.

Bonuses will not be paid to employees on LTD, WSIB or S&A until they return to active roles. Any portion may be diverted to the employees' RRSP with a request in writing not later than two weeks prior to the date.

If a seniority employee is loaned or is placed in these positions for a temporary duration, that employee will receive the higher rate of pay for time worked in this position/s.

Wage Progression

The wage progression is as outlined below for new hires:

- Probation Period – Full rate plus any COLA, less \$2.50
- After 90 days – Full rate plus any COLA, less \$1.50
- 12 months – Full rate plus any COLA, less 75¢
- After 18 months – Full rate plus any COLA

40.02 The Company agrees to issue payroll checks/direct deposits as soon as practical for Company errors and on the next payroll check for employee errors, if timely notified.

Oakville Specific – Non Published Letter of Understanding

The Company and Union jointly recognize if any unforeseen circumstances arise that may not be able to be performed on a timely basis by the existing employees, the parties agree to meet and discuss these issues for alternative solutions.

WINDSOR Specific – Non-Published Letter of Understanding

For the Windsor facility only, the thirty (30) minute lunch period under Article 17.02 will be with pay.

WINDSOR Specific – Non-Published Letter of Understanding

October 11, 2017

Mr. Chris Taylor
Unifor National Representative
2345 Central Avenue, 2nd Floor
Windsor, Ontario
N8W 4J1

Subject: Windsor Equipment

Dear Mr. Taylor:

During our recent 2017 National Negotiations, the Parties discussed replacement of equipment at the Ford Windsor/Essex complex. Leadec is committed to purchasing three (3) new walk behind floor scrubbers and two (2) new carpet vacuums within 6 months of ratification. The Facility Manager will source the appropriate equipment and involve Unifor site representatives in the decision process.

Additionally, the parties discussed a vehicle with heat for utilization in the winter. The company will review available options and consider this request when replacing the current vehicle.

Sincerely,

Doug Couch
Regional Manager NAO
Leadec Industrial Services