

COLLECTIVE AGREEMENT

This AGREEMENT is made the
1st day of

June 2019
BETWEEN:

**HITACHI CONSTRUCTION TRUCK MANUFACTURING
LTD.**

(Hereinafter referred to as the “Company”)

- And -

Unifor – Canada

UNIFOR THE UNION AND ITS LOCAL 1917.

(Hereinafter referred to respectively as the “Union”
and the “Local Union”)

PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to provide a mechanism for the prompt and equitable disposition of grievances and to establish and maintain working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

PREFACE

It is the policy of the Company not to discriminate in its employment practices against any employee because of his/her membership or non-membership in the Union nor violate the Ontario Human Rights Code.

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ARTICLE 1 – RECOGNITION

- 1.01 (a)** The Company hereby recognizes the (Unifor-Canada) as the sole bargaining agent of all employees of Hitachi Construction Truck Manufacturing Ltd., in the City of Guelph save and except supervisors, persons above the rank of supervisor, office staff and sales staff.
- 1.01 (b)** The word “employee” or “employees” wherever used in this agreement shall mean all the employees in the bargaining unit referred to in 1.01 (a) above except where its context otherwise provides. In gender shall be considered to include the female gender as well.
- 1.02** Supervision, Management and other non-bargaining unit employees will not perform the work normally assigned to employees except such work may be performed incidentally for training, pilots, tool proveouts, programming proveouts, emergency situations and to such extent that it does not result in eliminating the need for an employee. Before any non-bargaining unit work, the Company will discuss with the Union the nature and scope of the work to be done as well as the expected duration of the assignment.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01** The Union recognizes the right of the Company to hire, promote, transfer, demote, retire under the provisions of the Pension Plan and lay off employees and to suspend, discharge or to otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided. An employee who has not completed his probation may be discharged if Management determines that he is unsuitable for employment with the company.
- 2.02** The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants and to determine the location of its plants, to add, alter or discontinue any department or operation, to determine the products to be manufactured, the scheduling of its production and its methods, processes and means of manufacturing.
- 2.03** The Union further acknowledges that the Company has the right to make and alter from time to time, rules and regulations to be observed by employees, which rules and

regulations will be discussed with the Bargaining Committee before publication.

- 2.04** Nothing in this agreement shall be deemed to restrict the Management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 2.05** The Company's management rights shall not be exercised in a manner inconsistent with the terms of this agreement.
- 2.06** The company shall fix wage rate for any new classification which the Company considers to be in line with the wage rates in effect under this agreement on the date when fixed. If the Local Union believes that the wage rate so fixed is not in line with present rates, then it may discuss such new rates with the Human Resources department if a request to do so is made within thirty (30) days of the installations of the new rate. If within five (5) days of initiating the discussion of the new rate the parties cannot agree, the Local Union may submit the dispute to arbitration in accordance with section 6.07, Step III. In its submission to the arbitrator, the Local Union shall state the rate it proposes for the new classification and the reason it believes the Company's new rate is out of line with the present rates.

If the arbitrator is satisfied that the new rate is out of line, then he may set the rate at such rate as he deems appropriate and consistent with the existing rate, but in no event higher than the rate submitted by the local union.

ARTICLE 3 – No Strike or Lockouts

3.01 The Company agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement or any extension thereof.

3.02 A lockout shall be defined as a suspension of work or refusal by the Company to continue to employ a number of employees to compel employees to accept terms of employment.

3.03 The Union agrees that there shall be no strike during the term of this agreement or any extension thereof.

3.04 For the purpose of this Agreement, a strike shall be defined as an intentional slow-down in the rate of production, or any intentional interruption of production or suspension of work.

ARTICLE 4 – UNION SECURITY

- 4.01 (a)** All employees after the date of ratification of this Agreement by the Local Union and all employees hired after such date shall become members of the Union as a condition of employment.
- 4.01 (b)** All employees who were members of the Union on such date of ratification shall continue to be members of the Union as a condition of employment.
- 4.01 (c)** The Company will deduct from the second full pay in each month of each employee the regular monthly Union dues and any initiation fees and general assessments authorized by the constitution of the Union, such dues to be deducted after an employee has worked forty (40) hours in any one (1) month or received pay equivalent to forty (40) hours worked and such initiation fees and assessments to be so deducted after the employee has completed his probation. At the request of the Union the Company will deduct the monthly dues in weekly allotments rather than once per month. In such case the dues are deductible in each pay period for which an employee receives pay, except where such pay is insufficient to cover dues deduction in which case the omitted deductions will be recovered

in the next pay period in which there is sufficient pay.

4.01 (d) The Company will deduct from the pay of an employee hired, reinstated or transferred to a skilled trades classification the sum of an amount equal to one-half (1/2) hours pay as dues for the Canadian Skilled Trades Council. Such deductions will be made from the same pay period as the deduction of the Union initiation fee, and thereafter, on the annual basis, from the second pay period in January. Further, from a list supplied by the Union, dues will be deduction from the pay of employees who were not deducted in January and be remitted to the appropriate Local Union together with a list of the employees so deducted in conjunction with regular membership dues. The union shall indemnify and hold the Company harmless against any and all liability which may arise by reason of the check-off by the Company of the Canadian Skilled Trades Council dues in accordance with this agreement.

4.01 (e) The Union will advise the Company in writing of any changes to existing deductions two (2) weeks prior to the first full pay period of the month in which the change is effective.

4.01 (f) Employees who are not at work for the reason of illness or injury for the full month

will not be required to pay dues for that month, such dues will not be deducted by the Company.

- 4.02 (a)** A list of the total number of employees along with all sums deducted as above shall be remitted by the Company to the Financial Secretary of the Local Union by the 15th of the month following the end of the month in which the deductions were made. A copy will also be sent to the Plant Chairperson.
- 4.02 (b)** The list will contain the members' names and numbers along with the amount of such deductions and the reasons, if any, why no deductions were made from certain members. The list will also indicate any member terminated, transferred out of the bargaining unit, on layoff, leave of absence which has resulted in no deduction of dues or has died.
- 4.02 (c)** The Financial Secretary of the Local Union shall notify the Company in writing of the corrections to be made to sums deducted.
- 4.02 (d)** Upon request from the Union a list showing the members' names and numbers, last address and telephone number (if any) on file, will be sent by mail every three (3) months to the Financial Secretary of the Local Union hall and a copy to be sent to the Plant Chairperson.

- 4.02 (e)** Upon request from the Union a list of retired members' most current available address and telephone number (if any) on file, will be sent to the Financial Secretary of the Local Union hall and a copy to be sent to the Plant Chairperson. The Company assumes no responsibility to the accuracy nor maintenance to the accuracy of this information.
- 4.03** The recording in the books of the Company of the amounts so deducted shall constitute such amounts as moneys held by the Company in trust for the Union.
- 4.04** Any dispute as to an alleged breach of the provisions of this article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under the grievance procedure beginning at Step II.
- 4.05** Unless prohibited by the law, the Company shall include on an employee's T4 slip for income tax purposes the total union dues paid for the year.
- 4.06** The union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this article or in reliance on any

list, notice or assignment furnished under any such provisions.

ARTICLE 5 – UNION REPRESENTATION

5.01 (a) The company shall recognize a plant chairperson and at least (3) committee persons, where practical one (1) of which will be from the second or third shift, who shall form the grievance committee and shall be recognized as the bargaining committee for the purpose of contract negotiations and meetings with the Company in the administration of this agreement. Such representatives shall be appointed or elected by the Union and shall have completed their probationary period.

If the hourly population falls below 50 there will be one (1) plant Chair and two (2) Committee persons. In the case of bargaining for the purposes of dealing with trades issues. Provided the skilled trades representative attends at a pre-scheduled time to discuss these issues, the Company will compensate the skilled trades representative for lost wages to a maximum of 8 hours.

5.01 (b) In addition, if the second shift has fifty (50) or more employees there shall be one (1) steward for the second shift. For every additional fifty (50) employees there shall be

an additional steward. The third shift shall have a steward for each fifty (50) or less employees. In addition, the Union has the right to have a first shift steward as well as a steward for skilled-trade employees. Such representatives may be appointed or elected by the Union and shall have completed their probation.

5.02 The Union may designate an alternate who will function in the event all elected union representatives are absent. Notice of such alternate shall be given in writing before such alternate functions.

5.03 (a) The Plant Chairperson will be a full-time position so long as the active hourly employee population drops below 200 the time allotted for union business will be four (4) hours per day unless a longer period of time is agreed upon between the Plant Chairperson and his Supervisor. The Plant Chairperson will be available in the plant during the day shift to attend to union business, including the performance of the duties of the benefits representative.

[If the Chairperson continues to hold the position of President, parties will remain status quo. If the Chairperson no longer holds position of President, Chairperson will be allocated a **three-hour allotment, five (5)**

times per week (15 hours total), to be used during the afternoon. Chairperson's designate will be allocated a two-hour allotment. Notwithstanding, it is agreed that the Chairperson may seek permission to attend to union business where immediate attention is necessary. Permission shall not be unreasonably denied.]

Overtime will be determined by normal seniority protocol. In that event the Chairperson shall conduct his activities during the overtime period. In the event of an absence of the Chairperson an alternate may be designated to perform that function to a limit of four (4) hours if the population is 200 employees or above and two (2) hours if the population is less than 200 employees unless longer periods of time are agreed upon between the alternate and his Supervisor.

5.03 (b) The Plant Chair will be permitted paid time off as necessary to discharge his duties by virtue of his position. Prior to leaving his work area or entering another work area the Plant Chair will need to obtain the permission of the appropriate supervisor. Such requests shall be accommodated as soon as possible.

5.03 (c) The Plant Chair will provide an orientation to new employees for the purposes of introduction to the Union Committee, within

the employee's first week. This orientation to the new employee will not exceed 1 hour in duration.

- 5.04** The Local Union shall notify the Company in writing of the names of the committee persons and stewards and the classifications and shifts each represents, together with the names of other officers of the Local Union and the Chairperson before the Company shall be required to recognize them.

- 5.05** A committee person or steward shall represent the grievor at Steps One and Two of the grievance procedure. The Chairperson shall co-ordinate Step Two meetings with Management, he shall be present at Step Two meetings with his committee and steward (if applicable or designated committee person.)

- 5.06** The privilege of committee persons including the chairman and steward to leave their work without loss of basic pay to discuss with Management matters arising out of the administration of this agreement, or grievances, or for a reasonable length of time to prepare for Step II grievance meetings with Management is granted provided:
 - a)** The time shall be devoted to handling of necessary Union/Management business.

- b) The Union representative will request and obtain the permission of his supervisor before leaving his work area, and if entering another work area, must obtain permission from that area supervisor; such permission shall not be unreasonably withheld but the Union recognizes that cases may occur where the Company may need a reasonable period of time to provide a replacement and;

- c) The time away from work shall be reported in accordance with the time keeping methods of the department in which the committee person or steward is employed.

- d) **“Company agrees to pay the cost of negotiations with HTM (e.g. lost time) and does not include overtime hours, preparation work for negotiations.”**

5.07 The election of Local Union representatives shall be held on Company premises provided the Company has been informed in writing with reasonable notice of any such election to be held. Such elections or other preparation work (i.e. set up) will not be performed on company time without prior notification from HR Dept. The Supervisor will maintain attendance for employee as “Union Leave”.

Locations of ballot boxes shall be agreed upon by the parties.

- 5.08** A national union staff representative may have access to the workplace upon request with advance notice and the approval of the Human Resources Department.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01** The parties recognize that it is of the utmost importance to adjust grievances as quickly as possible. Grievances are defined to mean a claim concerning unjust discipline or discharge or any dispute arising out of the interpretation, application or administration of or compliance with the provisions of this agreement. Any grievance
- 6.02** All grievances shall be filed within five (5) working days of the alleged violations to the agreement and no claim, including claim for back wages, whether for an employee or by the Union against the Company, shall be valid for any period prior to the date the claim was first filed in writing, unless the circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that he or the Union had grounds for such claim prior to that date, in which case the claim shall be limited retroactively to a period

of thirty (30) days prior to the date the claim was first filed in writing.

6.03 Any complaint shall promptly be taken up orally by the employee and his immediate supervisor. If the complaint is not resolved at this point, the employee will be granted by his Supervisor a reasonable period of time to discuss the complaint with his Committee person or steward. The employee may request his Committee person or steward to be present at meetings related to performance and may request them in subsequent meetings concerning the same issue if not resolved.

6.04 **Step 1:** If no agreement is reach at under 6.03 above, the steward and/or committee person will present the grievance in writing to the Supervisor or department head on the form provided by the Company. Where possible, all grievances shall specify the Article or Section(s) of the Agreement which are claimed to have been violated. The Supervisor or department head or designate will date and initial the grievance. A meeting time and date will be set by mutual agreement within one working day and the grievance will be taken up in an office within two working days with:

- a) The Supervisor
- b) The griever, if requested by either party

- c) The steward or committee person. The department head will review the grievance and render his decision within three working days after the meeting to the committee person or his/her designate.

6.05 Step 2: If no agreement is reached with the appropriate department head, the Chairperson or designate may appeal the grievance to the Director of Human Resources, or designate, not later than five (5) working days after department head's deposition in Step 1.

The grievance will then be discussed at a meeting arranged between the grievance committee, steward, if applicable and management and will include the appropriate department head(s). At this step, the Local Union may request the presence of a national representative of the Union. Such meeting will be held within two (2) weeks or as may be agreed upon. An agenda listing the grievances will be submitted by the Local Union forty-eight (48) hours prior to the scheduled meeting date, excluding Saturday and Sunday. Within five (5) working days after such meeting, at which the grievance will be discussed, the Human Resources Manager or designate shall give a written answer to the grievance to the Chairperson or designate.

- 6.06** **Step 3:** Any grievance not satisfactorily settled at Step 2, may be appealed to an arbitrator within fifteen (15) working days of receipt by the Local Union of the written decision of the Company provided for in Step 2. If the parties fail to agree to the selection of an arbitrator within ten (10) days after the receipt by the Company of notice to appeal, then the parties shall request the Office of Arbitration of the Province of Ontario to appoint an arbitrator.
- 6.07** The arbitrator shall not have jurisdiction to alter, modify or amend any part of this agreement, to substitute any new provisions in lieu thereof, to give any decision inconsistent with the provisions of this agreement, to establish subject to section 2.06 a new rate or change the existing wage rate structure, to establish new jobs or to change existing job content. The arbitrator shall have the right to modify penalties in suspension, discharge and other forms of discipline.
- 6.08** No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle this grievance.
- 6.09** Each of the parties hereto will bear jointly the fees and out-of-pocket expenses of the arbitrator; however, the cost of any stenographic record made and any transcript thereof shall be paid for by the party requesting same.

- 6.10** The Local Union may withdraw, without precedent or prejudice to any other case, a grievance which has been referred at any step of the grievance procedure including arbitration, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred at any step of the grievance procedure including arbitration.
- 6.11** Time may be extended upon mutual agreement between both parties in writing. Saturdays, Sundays and holiday shall be excluded from the computation of time in articles 6 & 7.
- 6.12** Up to and including Step 2, no employee will suffer a loss of basic pay due to time spent on the grievance procedure.
- 6.13** If there is more than one grievance concerning the same matter, such grievances may be treated as a group grievance and heard or considered together as one grievance in the normal manner commencing at Step 1.
- 6.14** The Plant Chairperson or designate will have the right to file a policy grievance with Human Resources or designate. A policy grievance is defined and limited to one which alleges a misinterpretation or violation of this Agreement, and which could not otherwise be

resolved at a lower step of the grievance procedure as an individual or group grievance. Such policy grievance will be referred to the grievance procedure commencing at Step 2 and shall be dealt with at a special meeting to be arranged by the parties but in any event no later than two (2) weeks following the date of the grievance was filed. When a policy grievance claiming redress has been upheld, the Company will be required to pay redress, if any subject to Section 6.02.

- 6.15** The Company has the right to file a grievance against the Union and/or Local Union to commence at Step 2 of the grievance procedure.
- 6.16** The parties will meet every other Thursday, if necessary, to discuss unresolved grievances. Nothing in this provision is intended to change the time periods for the grievance process required under this article.
- 6.17** As an alternative to arbitration provided in Step 3, the parties may mutually agree in writing to refer one or more grievances under the Collective Agreement to a single mediator/arbitrator for the purpose of resolving grievance(s) in an expeditious and informal manner in accordance with Section 50 of the Labour Relations Act, 1995. The provisions of this Agreement respecting

arbitration apply to the proceedings of a grievance commissioner unless the parties expressly agree otherwise in writing when they agree upon the nature of the issues in dispute. The appointment of the mediator/arbitrator mentioned above shall be by mutual agreement.

ARTICLE 7 – DISCHARGES, DISCIPLINARY, SUSPENSION & WARNINGS

7.01 (a) The Company will take any required disciplinary action within 10 working days, after reviewing all of the available information from the date any alleged incident became known to the Company. In the event the Company indefinitely suspends an employee while investigating the matter, it is agreed that such indefinite suspension will be no longer than three (3) working days. If the Company finds that these timelines are not sufficient to complete the investigation or administer the required discipline the time will be extended by mutual agreement.

7.01 (b) Any employee at work who is to receive a verbal recorded warning, written warning, suspension or discharge shall be removed from his work station and taken to an office. Such meetings, unless it is of an immediate nature, will commence no later than one hour

before the end of the shift. One (1) Committee person or steward will be present to represent him during such meeting. During such meeting, the employee will be informed of the offence committed.

7.03 An employee and his committee person or steward will be tendered a copy of any warning, suspension or discharge at the implementation of 7.02 which will state the dates of the penalty to be served.

7.04 (a) If and when an employee is warned verbally or in writing by the Company for any reason, and his warning is to become a part of his employee record, then a note or copy of such warning will be supplied promptly to the Chairperson or the Grievance Committee or a committee person. In imposing discipline on a current charge, Management will not take into account any prior warnings or suspensions which occurred more than one (1) year previously. Where an employee has been absent on layoff for twelve (12) consecutive months or longer his/her disciplinary record will be backed down one step upon their recall to active work. An employee, upon being recalled following twelve (12) consecutive months or longer of layoff, shall be credited with the amount of time which he/she had worked prior to layoff towards the one (1) year.

7.04 (b) A consultation, although documented, shall not be considered as part of the disciplinary process and is therefore not eligible for redress under the grievance process. However, such documentation will also be provided to the Union and the employee along with their Union Representative will be provided the opportunity to meet with Human Resources Department or his designate to refute the validity of the consultation.

ARTICLE 8 – SENORITY

8.01 The term “seniority” shall be defined as that status of an employee based upon his established unbroken length of service with the Company from the date of last hiring by the Company.

8.02 (a) An employee will be considered probationary for his first **120 (one-hundred twenty)** days worked in a period of nine (9) months and will have no seniority rights during that **120 (one-hundred twenty)**. A probationary employee may be discharged for just cause at any time during his probationary period if Management determines that he is unsuitable for continued employment with the Company. After such **120 (one-hundred twenty)** days worked his seniority shall date

back to his first date of hire with the Company within such (9) months.

8.02 (b) When two (2) or more employees start work on the same day, they are to be placed on the seniority list after completion of the probation in the order of their respective employee numbers

8.03 No new employee will be hired while employees with seniority and ability to do the work required, based on previous in-plant experience, are on layoff. Such employee(s) will be expected to meet performance requirements with minimal orientation.

8.04 An employee shall accumulate seniority under the following conditions:

a) While he is at work for the Company, after he has completed his probationary period as set out in section 8.02

b) While on lay off status subject to recall.

8.05 The Company will post and update the master seniority list monthly and forward a copy to the Local Union.

8.06 (a) Effective March 7, 1994 any employee subsequently transferred to a non-bargaining unit position will maintain his/her previously

acquired seniority in the bargaining unit for a period of six (6) months. The employee may return to his previous position at the option of Management within this six (6) month period, thereafter he/she may only return to the bargaining unit as new hire.

LOSS OF SENIORITY & TERMINATION OF EMPLOYMENT

- 8.07 Seniority shall terminate and an employee shall be deemed to be no longer an employee when an employee:
- a) Quits for any reason;
 - b) Retires under the Pension Plan;
 - c) Is absent from work in excess of three (3) consecutive working days without prior leave from the Company or without reasonable excuse;
 - d) Is discharged and is not reinstated through the grievance procedure including arbitration;
 - e) Is on layoff for a period of time equal to his accumulated seniority at the time of layoff or **six (6) years**, whichever is less; with the exception that employees with four (4) or less years of service will have four (4) years or recall rights.

- f) Fails to return to work from layoff within five (5) working days of receipt of notice sent by registered mail to his/her last address on file with the Department. The five (5) working days may be extended up to an additional five (5) working days if the employee so requests the additional time within the original five working day recall period.
- g) Fails to pick up registered notice described in (f) without providing an acceptable reason.
- h) Fails to return to work at the end of an authorized leave of absence without providing an acceptable reason.
- i) Accepts severance pay in accordance with Article 27.

ARTICLE 9 – LAYOFF

9.01 Temporary Layoff

When a temporary layoff (as defined in the Employment Standard Act) becomes necessary the Company will post a notice in the plant at least (40) working hours prior to the layoff going into effect. Notice of indefinite layoff(s) (as defined in said Act) will be given as required under the Act. Notwithstanding the

foregoing, when a temporary condition arises requiring the temporary layoff of employees from the jobs for a period not to exceed three (3) working days, the seniority provisions of this Agreement shall not apply. Such temporary layoffs will take place only when specific sections of the plant are affected due to machinery breakdowns, customer scheduling or any other causes beyond the control of the Company.

9.02 Indefinite Layoff

In the event of layoff, the employees with the greatest seniority will be retained while those with the least seniority will be the first to be placed in other classifications of the employee's choice in accordance with sections (a), (b), or (c) or placed on layoff status. Any employee affected by a manpower reduction will be placed in another classification provided;

- a) He has been previously successfully assigned to such other classification;
- b) He has the skill and ability to perform the work as documented in his personnel file based on his previous performance in the plant, and
- c) He has greater seniority than the employees currently in such other classification.

- 9.03** Employees who are placed in other classifications as a result of a manpower reduction will be expected to become productive and independent performers within (40) working hours of their transfer date.
- 9.04** When recalling laid off workers to the Plant, workers will be recalled in order of seniority, that is the senior most laid off worker will be recalled first who meets the requirements of section (b), and so on until all workers have been recalled. Once recalled, and when openings occur, a recalled worker will be given the opportunity to transfer back onto previous jobs which he held during the layoff procedure, in order of seniority, until transferred back to their original job.
- 9.05** When there is a reduction in force resulting in a layoff, then notwithstanding Section 9.02 the plant chairperson and the Joint Occupational Health & Safety Co-Chair shall be retained, if he is able to perform the available work, but if he is not able to perform such work he shall be laid off.
- 9.06** If layoffs are necessary the Company will first meet with the Union Committee prior to any announcement of layoff to review with the Union and the reasons for such layoff. The

Company will consider any alternatives to layoff which the Committee may suggest. The Company will advise each employee to be laid off of his/her options in writing.

ARTICLE 10 – JOB POSTINGS & TEMPORARY ASSIGNMENTS

- 10.01 (a)** All job vacancies within the bargaining unit shall be posted on all bulletin boards for a period of (3) working days. The posting will state the qualifications and the rate of the job. Applicants may apply for the posted vacancy within the three (3) working days from the day the opening is posted. Newly hired employees cannot apply for a job posting until completing twelve (12) months of continuous service.
- 10.01 (b)** A list of employees applying to an internal job posting within the bargaining unit will be supplied to the union within five (5) days of the end of the third (3) day posting period. In addition, the Union will be kept informed of the progress of the applicants during the entire testing and trial process.
- 10.02** In the event qualified employees are not available to fill the vacancies, the Company may post for trainees or the vacancy may be filled by a new hire.

10.03 When two (2) or more employees have the posted qualifications, seniority shall be the governing factor. The Company reserves the right to include written and/or practical testing as a means of determining some of the qualifications of an applicant for any posted vacancy. Where a test will be applied, applicants to a job posting will be given a general written outline of the test requirements at least seven **(7) days** in advance of the test. The Union will be entitled to review the complete test results. The most senior employee who passes the test will be awarded the job posting. A passing test score will be **sixty percent (60%)**, on each evaluation test (written and practical test).

10.04 If the successful applicant of a job posting elects for any reason to return to his former job, he may do so within **five (5)** working days (or as may be extended by mutual agreement between the Union and the Company). If an employee has held the classification of the job posting within the last 5 years and is the successful applicant, he will, by virtue of having held the classification, be awarded the posted job and will not be able to return to his former job classification (see 10.06).

10.05 If the successful applicant is unable to perform the job in a satisfactory manner within **ten (10)** working days (or as may be extended by

mutual agreement between the Union and the Company) he will be returned to his former position within the plant. Such employee may not, after failure to perform, reapply for a posted vacancy in the same job unless he has provided the Company prior to such reapplication evidence that he has successfully completed related courses, or job performance in related classification that would qualify for such job.

10.06 An employee who has been granted a successful transfer due to the job posting procedure, other than a temporary assignment pursuant to 10.07, will not be eligible to transfer to another position for **six (6)** months following the transfer.

10.07 Within **ten (10)** working days of the job posting being taken down, the successful applicant(s) will be awarded the job. Within **twenty (20)** working days of being awarded the job posting, the successful applicant(s) is/are to be placed in the new classification for the purpose of completing his **ten (10)** day trial period. The results of the job posting will be posted on the plant bulletin board and the Union will be notified once the trial period is completed. The time limits of this article may be extended by mutual agreement of the parties.

10.08 Temporary Assignments

- (a) Flexible work assignments shall be defined as the movement of employee(s) within the classification or from one classification to another classification and/or one department to another department.

For vacancies less than 60 calendar days

All vacancies filled within the classification/department will be filled by the Company's choosing if the vacancy will be less than 60 calendar days. When it is necessary to fill a vacancy(s) by employees outside of the classification/department the opportunity will be given, by seniority to the most senior employee, with skill and ability to perform the job within the affected classification, in the department. If no employees accept the opportunity, the Company may assign the temporary vacancy by inverse seniority (lowest to highest).

For vacancies greater than 60 calendar days

For vacancies that are over 60 calendar days, the Company must post the job and employees who apply for the posting will be given the opportunity to accept the posting in order of seniority. The Company must post the vacancy as soon as they know the job duration of temporary assignment. The Company reserves the right to include written

and/or practical testing as a means of determining some of the qualifications of the applicant for any posted vacancy. The Company may utilize employees per vacancies less than 60 calendar days until the posting is filled. Employees accepting vacancies less than 60 calendar days or vacancies greater than 60 calendar days must remain on the temporary assignment until its completion.

10.08 (b) While an employee is in the “transferred classification” or “assigned classification”, any overtime hours worked will be charged to his original classification.

10.08 (c) In the event the temporary assignment is due to employee absences, when such employee returns they shall be placed on their former job and the employees who temporarily filled the position and any subsequent temporary vacancy, will return to their former job.

10.08 (d) All temporary assignments eight (8) working hours or longer will be given to the Plant Chair in writing.

10.08 (e) Any employee who is laid off from his/her classification, but who is still working in the plant, will be returned to his/her job prior to another employee being temporarily assigned to such job.

10.08 (f) An employee temporarily assigned to another job shall receive his prevailing hourly rate, or the job to which he is assigned, whichever is greater.

10.08 (g) When an employee is temporarily transferred to another department/classification that is entitled, by virtue of this contract, to a paid break schedule they will assume the paid break schedule of the department/classification that he is transferring into provided that said transfer occurs prior to the lunch break. If an employee is transferred to an unpaid break schedule they will retain their original paid break schedule.

10.08 (h) Employee(s) may be assigned outside the Guelph plant for the purpose of working with customers, vendors and suppliers the Company considers important to its operation/business. Assignments shall be voluntary. The parties will agree beforehand on any reasonable terms and conditions relating to travel, meals or lodging. Such assignments shall not exceed 30 days in a 3-month period. During an assignment, the terms and conditions of the collective agreement shall apply to the workers.

ARTICLE 11 – HOURS OF WORK & OVERTIME

11.01 Sections 11.01 through 11.03 are intended to define the normal hours of work and shall not be construed as a guarantee to hours of work per day or days per week. The payroll week shall commence Sunday 11:00pm and continue for seven (7) consecutive twenty-four (24) hour periods.

The regular work week shall consist of one of the following shift schedules:

SHIFT “A” MONDAY TO FRIDAY

DAY SHIFT	7:00 AM TO 3:00 PM	20 MIN PAID LUNCH
AFTERNOON SHIFT	3:00 PM TO 11:00 PM	20 MIN PAID LUNCH
NIGHT SHIFT	11:00 PM TO 7:00 AM	20 MIN PAID LUNCH

SHIFT “B” MONDAY TO FRIDAY

DAY SHIFT	7:00 AM TO 3:30 PM	30 MIN UNPAID LUNCH
AFTERNOON SHIFT	3:30 PM TO 12:00 AM	30 MIN UNPAID LUNCH

11.02 (a) If the Company has to change the hours on days or afternoons to an **eight (8) hour** confined shift then those employees so scheduled shall work **five (5) eight (8) hour** days with a **twenty (20) minute paid** lunch.

- 11.02 (b)** It is recognized that because of operation requirements, employees may be assigned to a shift other than a regular shift. Such assignments will not exceed thirty (30) calendar days unless agreed to by both parties.
- 11.02 (c)** If employees are transferred to another regular shift outlined in Article 11.01, they will be given **two (2)** weeks prior notice in writing, such notice to be given no later than the Friday before the **two (2)** week period. Where circumstances require a temporary modified shift, employee(s) will be given 72 hours notice or in cases of power of steam failure, fire, flood, storm or any other condition of any kind whatsoever beyond the control of the Company, notice as soon as possible in the circumstances.
- 11.02 (d)** If for any reason an employee requests to transfer to another shift in the same classification or the Company has a need to transfer employees to another shift in the same classification senior employees will have shift preference. Such shift changes will last for no less than **three (3) months**, or as mutually agreed to between the Union and the Company.

Notwithstanding the above, it is agreed that for training purposes an employee can be transferred for any period less than 3 months,

but not less than one week, to another shift up to 3 times per year not to exceed a cumulative time period of **three (3) months**, unless mutually agreed to between the Union and the Company. It is also understood that in the instance where training is needed to add an additional skill set to the off shift such training will be offered on a voluntary basis based on seniority.

11.02 (e) The practice of rotating shifts in the Maintenance Department shall continue.

11.02 (f) Any change to the established shift hours shall be first discussed with the plant committee as far in advance as possible of any such changes.

11.03 (a) The Company has the right to implement a change to the hours of work described in this Article 11 pursuant to the “24/7 Continuous Hours of Operation Plan” as previously agreed to and ratified by the Union in 2006, which is deemed incorporated by reference in this Agreement.

11.03 (b) The Company agrees that the additional Union Steward for Shift F described in that plan will participate in the negotiations for the next succeeding CBA, provided that the 24/7 plan has not been terminated three (3)

months or more prior to the commencement of those negotiations.

11.04 There shall be one (1) fifteen (15) minute rest period for each half shift and one (1) five (5) minute wash up for each half shift designated by a buzzer.

11.05 Overtime Proposal

Premium overtime on the employee's straight time hourly rate shall be paid on the following basis:

- (a)** Time and one-half (1 ½) shall be paid for all work performed on Saturdays;
- (b)** Time and one-half (1 ½) will only be paid for hours worked in excess of eight (8);
- (c)** Double time (2x's) shall be paid for all work performed on Sundays.
- (d)** Double time (2x's) shall be paid for all hours worked in excess of **twelve (12) hours** on the employee's scheduled shift.

11.06 An employee who has agreed to work on a holiday shall be paid for work so performed at the rate of double (2) times his hourly rate in addition to his holiday pay if he fails to report for such required work he shall not be entitled to any pay in respect of that holiday unless he

has a reasonable excuse for his failure to report.

- 11.07** In computing overtime, hours compensated at overtime rates shall not be pyramided, duplicated or counted further for any purpose in obtaining additional overtime payment. Overtime payments will be calculated on a daily basis.
- 11.08** In the event that the Company requires employees to work on a particular job overtime beyond their scheduled shift it shall first request employees working on the job.
- 11.09** Overtime work is voluntary, except in the case of an emergency. Employees required by the Company to work overtime to overcome such emergency shall work such overtime. If requested, the Company will review with the Plant Chairman the nature of any such emergency.
- 11.10** In the event of an employee works 2 hours overtime prior to the start of their shift they will be entitled to a 10-minute paid break immediately prior to the regular start time of their shift. Similarly, if an employee is to work 2 hours of overtime after the regular end time of their shift they will be entitled to a 10-minute paid break immediately prior to the end of their regular shift.

11.11 The Company may offer overtime work for Saturday, Sunday and holidays with as much advance notice as practical. Such overtime offered and declined shall be considered as overtime worked provided the offer is made not later than:

a) For day shift on Thursday at 3:00 P.M. or 3:30 P.M. (as applicable)

b) For afternoon shift on Thursday at 11:00 P.M. or 12:00 A.M. (as applicable)

c) For night shift on Thursday at 7:00 A.M. where Good Friday applies, the offer must be made by Wednesday at the same times.

In the event the requirement for Saturday, Sunday or holidays overtime work becomes known after the deadlines described above, overtime will be offered in accordance with Article 11.12 (f), and if declined, such overtime will not be changed. Such overtime shall be distributed among the employees on shift and classification normally performing the work.

11.12 (a) Any employee who has documented medical restrictions will be limited to overtime allowed by his/her restriction.

- 11.12 (b)** Overtime offered beyond an employee's scheduled shift shall be considered as overtime worked.

- 11.12 (c)** Any employee absent for any reason shall be charged the overtime hours if their name falls into the overtime requirements.

- 11.12 (d)** An employee transferred into another classification shall be deemed to have worked the maximum number of overtime hours for that classification. Employees transferred to another shift within the same classification shall be deemed to have worked the average number of overtime hours for that classification on the alternate shift.

- 11.12 (e)** All records of overtime worked or offered both weekend and weekday, shall be recorded and maintained by supervisors and posted on Wednesday's on departmental bulletin boards and started again at the beginning of each year of the agreement (for the purpose of overtime equalization, the year shall remain the end of the anniversary date of each year of the contract).

Employees who do not wish to be considered for such overtime may sign a letter to this effect but will be charged with hours offered. Employees may rescind their letter at any time.

11.12 (f) Overtime will be equalized by shift and classification of employees who normally perform the work within one hundred and twenty (120) chargeable hours.

11.12 (g) The employee who has the least amount of recorded overtime among employees in his shift and classification normally performing work and is overlooked in the assignment of overtime, may raise the complaint with his supervisor and shall be offered the next opportunity for overtime.

11.12 (h) All material handlers assigned to support a department that is working a 3-shift operation will also be assigned to a “paid lunch”. For the purpose of overtime equalization described in **Article 12.12 (f)**, there will be no distinction where the employee is on a paid or unpaid lunch.

11.13 Overtime on a voluntary basis is established with the understanding that employees will not refuse overtime on a concerted basis in violation of the spirit of the agreement.

11.14 Reporting Pay

If an employee reports for work at the regularly scheduled time for his shift, he shall be entitled to a minimum of four (4) hours pay at his regular hourly rate unless he was

notified by the Company not to report for work, either orally or by notice on the bulletin board or by message left at his residence, provided, however, that if requested by the Company, the employee shall perform a minimum of four (4) hours of such available work as the Company may assign. The provisions of this section shall not apply in the case of labour disputes, power of steam failure, fire, flood, storm or any other condition of any kind whatsoever beyond the control of the Company.

11.14 Call-In

“Emergency call-in” shall mean the calling in to work of an employee to perform emergency work outside his regular shift hours and outside any overtime hours immediately before or after his regular shift. An employee on emergency call-in shall be paid the rate of one and one-half (1 1/2) times his hourly earnings rate for all hours worked outside his regular shift or for a minimum of four (4) hours straight time, whichever is greater, provided he works as required until the emergency work is completed.

In the event that there is the need for an “Emergency call-in” on a Sunday or paid holiday it will be paid at a rate of two (2) times his hourly earnings for all hours worked

outside his regular shift or for a minimum of four (4) hours straight time, whichever is greater, provided he works as required until the emergency work is completed. The hours worked or the hours the employee is paid for call-in shall not be considered as time worked for the purpose of determining entitlement to overtime pay under this article.

Article 12 – SAFETY & HEALTH

- 12.01** Both the Company and the Local Union recognize their joint responsibility for the health and safety of the employees and their particular responsibilities to each other to the employees as outlined in the Occupational Health and Safety Act and its regulations, as they may be amended from time to time, (the “Act”).
- 12.02** There shall be a joint Occupational Health and Safety Committee named the Joint Occupational Health, Safety and Environment Committee (the “Committee”) comprised of **four (4)** employees appointed by the Local Union and **four (4)** representatives of Management.
- 12.03** There shall be **two (2)** Co-Chairpersons of the Committee, **one (1)** from the employees and **one (1)** from Management, appointed by the

Local Union and the Company, respectively, who shall act as Chairman in rotation. Minutes of meetings shall be kept by a secretary provided by the Company and, when approved by the two Co-Chairpersons, copies thereof shall be posted on the plant bulletin boards.

12.04 The functions of the Committee are as follows:

- (a) To meet monthly by mutual agreement of the Co-Chairpersons during regular working hours without loss of basic pay to the members to review health and safety conditions within the plant, to review existing safety training programs and plant safety education, to consider any accident reports and reports from any inspector from the Ministry and make recommendations to Management.
- (b) To nominate a Union Representative of the committee to investigate cases where an employee is fatally or critically injured at his work place, and subject to the Act, inspect the place where the accident occurred and any machine and report to the Committee.

12.05 A Union Representative of the Committee shall accompany a Management Representative in monthly inspections of the plant and any inspector from the Ministry of Labour in any inspection of the plant. He will be accompanied by the Chairperson of the Plant

Union Committee upon require of the Committee Representative. In addition, either the Committee Union Representative or the Plant Chairperson will be notified when any Ministry of Labour inspector is in the plant.

- 12.06** The Company will provide at no cost to the employee necessary protective equipment, devices and clothing. The Committee shall be consulted in the selection of such equipment and the terms and conditions under which they are to be used.
- 12.07** The Company will provide an adequate Occupational health service.
- 12.08** The Company will continue to disclose the identity of all known toxic physical agents or materials to which workers are exposed. As well the Company and the Committee will work together to determine, where practical, if a less hazardous substance can be substituted.
- 12.09** The Company will provide to each employee or his physician, upon written request of the employee, a complete record of the results of any test or examinations conducted in the plant and will review the test results with employee prior to release.

- 12.10** No employee will be disciplined in the event that he has complied with The Occupational Health and Safety Act.
- 12.12** Safety policies will be accessible and shall be updated as necessary.
- 12.13** The Company will conduct a minimum of two safety talks per month.
- 12.14** The Company agrees that for the life of this Collective Agreement that it will continue to comply with the Work Refusal Procedure currently contained in the Hitachi Construction Truck Manufacturing Policy Manual. The Company agrees that it will not discipline any employee who exercises his/her rights in accordance with the Work Refusal Procedure.
- 12.15 (a)** The Company will provide the employees on the Committee, at their straight time hourly rate, and a combined total of 250 hours of training over the life of this agreement, while such employees are attending Unifor sponsored or endorsed safety training sessions. While attending such training the employees will be eligible for reimbursement of their mileage based on the current company rate.
- 12.15 (b)** The Company will pay the cost to have **one (1)** Union Members of the Committee

complete the certified training program during the term of this collective agreement and at least one person from each shift will be provided chemical hazard training.

12.15 (c) When the Company identifies the need to have internal training programs conducted by a Non-Management Member of the Committee such person shall be provided the opportunity to attend a train the trainer course as offered by Unifor. The costs of which will be paid for by the Company.

12.16 National Day of Mourning

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

12.17 The Company will ensure that a member of the Joint Health, Safety and Environment Committee will receive outside training on the basic principles of Ergonomics. This training is part of the 500 hours described in **Article 12.15 (a)**.

This person, when trained, will be responsible for informing the Committee of problems in the plant operations that are candidates for further ergonomic study. If the Committee determines that the appropriate solution is a change in the operations, the Company will

assign a qualified person to assist the committee in preparing a recommended solution. Such recommendations will be reviewed and implemented based on resources, priorities and other constraints as applicable.

12.18 The Company will continue its current practice of monitoring noise levels to ensure compliance with the exposure levels specified in the Occupational Health and Safety Act. The Company agrees to work with the Committee to reduce levels of noise where practical based on resources, priorities and other constraints as applicable.

12.19 The Company will ensure that the ventilation system that when used with supplied personal protection equipment (PPE) meets the requirements of the Occupational Health and Safety Act. The Company will work with the Committee to improve ventilation and reduce airborne contaminants to reduce dependence on PPE where practical based on resources, priorities and other constraints as applicable.

ARTICLE 13 – LEAVES OF ABSENCE

- 13.01** A leave of absence is an authorization for an employee to be absent from work without any pay for definite period of time which has been approved in advance by the Company. An employee granted such a leave may elect to continue as a member at his own expense in all or any of the following benefit plan; OHIP, Major Medical, Life Insurance and AD&D, Drug and Dental.
- 13.02** A leave of absence of five (5) calendar days or less shall be considered an informal leave and may be granted by the employee's department Supervisor, provided he can practically arrange for the absence of the employee without interference with the efficient operation of his department and without undue inconveniences to other employees. An employee desiring an informal leave of absence shall make application to his foreman at least one (1) week prior to such leave except in emergencies. No leave of absence shall be considered until all discretionary time off has been consumed (i.e. vacation and personal floater).
- 13.03** An employee with seniority may be granted by his Department Manager a formal leave of absence for a period of time in excess of **five (5)** calendar days commensurate with the

approved reason for which the request for leave is made but in no event for more than **three (3)** months. The application is made to the employee's supervisor. An employee desiring a formal leave of absence shall make application to his supervisor at least **two (2)** weeks prior to such leave except in emergencies. The Company will give a written reply within **five (5)** working days. If the Company fails to reply within such **five (5)** working days the employee may consider the request having been approved.

- 13.04** An employee with at least one-year seniority may apply to the Director of Human Resources or his designate for education leave. Such leave shall be granted conditional upon;
- (a) Sufficient prior notice in writing is given to the Company.
 - (b) Evidence of acceptance into the educational institution is provided by the employee,
 - (c) The number of employees on such leave does not exceed **two (2)** at one time, and
 - (d) The proposed education must relate to the employee's work with the Company.

Union Leave

- 13.05 (a)** The Company will grant upon request of the Plant Chairperson, or in his absence upon the request of any member of the Bargaining Committee, or the Local Union President, permission for up to **four (4)** representatives at any one time of the Local Union to leave the plant on Union business without pay providing such request is made in writing with reasonable notice to the Senior Supervisor or his designate. Notwithstanding the above the Chairperson shall continue to be paid by the Company so long as the absence is related to Company business.
- 13.05 (b)** In the event the Local Union President is elected from the Hitachi Construction Truck Manufacturing plant and is not a member of the Hitachi Construction Truck Manufacturing Bargaining Committee then at the request of the Union, the Local Union President will be granted time off without pay to participate in negotiations.
- 13.06 (a)** An employee with seniority, selected or appointed by the National Union, C.L.C., or O.F. of L., shall be granted a leave of absence without pay for **one (1) year** with extension privileges, provided, however, he renews his leave of absence annually. During such leave of absence, the employee's benefits will cease.

The employee may elect for continuation of benefits provided he pays for the premiums in advance. Upon conclusion of his leave or any time during his leave, and provided the Company has had at least **fourteen (14)** days written notice, such employee will be returned to in his previous classification, seniority permitting, or he will exercise his seniority rights accordingly.

13.06 (b) An employee with seniority elected or appointed to a full-time office in the Local Union or selected to other Union activities shall be granted a leave of absence without pay for the full term(s) of his office. He shall continue to accumulate seniority and he shall be returned to this previous classification, seniority permitting, upon request of the Local Union, provided the Company has had **fourteen (14) days** written notice. In addition to accumulating seniority, he shall be eligible for benefits for the duration of his length of term of elected office, to a maximum of **three (3) years**.

13.07 Maternity/Paternity Leave

An employee who qualifies for pregnancy/parental leave under the Employment Standards Act shall be granted, based on the guidelines/timelines of the appropriate legislation, such leave upon submitting requests to the Director of Human

Resources or his designate. At the time of such application the employee will be provided, by the Company, with a copy of the guidelines/timelines associated with such leave.

ARTICLE 14 – BEREAVEMENT LEAVE

- 14.01 (a)** An employee absent from work for the purpose of attending or arranging the funeral of his legal spouse (common law spouse included); child, step child, foster child, grand child, step grand child, step parents, mother, mother-in-law, father, father-in-law, sister and brother shall be granted a paid leave of absence covering the required time off up to a maximum of **five (5) consecutive working days** excluding Saturday, Sunday, vacation and holidays provided he attends the funeral.
- 14.01 (b)** An employee absent from work for the purpose of attending or arranging the funeral of the grandparents, step-grandparents of the employee or the employee's spouse, foster parent, sister/brother-in-law of the employee, the spouse of the child of the employee who is dependent on the employee for care or assistance shall be granted a paid leave of absence up to a maximum of three(3) working consecutive working days excluding Saturday,

Sunday, vacation, and holidays provided the employee attends the funeral.

14.01 (c) An employee absent from work for the purpose of attending the funeral of his aunt or uncle shall be granted a paid leave of absence covering the required time off to a maximum of **one (1)** day excluding Saturday, Sunday, vacation and holidays provided he attends the funeral.

14.01 (d) Employees who are unable to attend the funeral or in the case that there is no memorial service will be provided with **one (1)** day Leave of Absence with pay.

14.02 An approved Bereavement Leave Form must be completed by the employee upon his return to work. Bereavement leave will not apply to employees who are not at work because of Worker's Compensation, Weekly Indemnity or other leave of absence.

ARTICLE 15 – JURY/CROWN WITNESS PAY

15.01 The Company shall pay an employee who is subpoenaed for jury duty or as a crown witness, an amount equal to his straight time hourly rate less any amount (excluding any travel and meal allowances) paid by the court. To be eligible for such payment, the employee must complete a Jury Duty/Crown Witness Pay

Request Form upon his return to work. This form must be submitted to the Director of Human Resources and must contain information from the appropriate public official specifying the dates and amounts the employee received for such duty.

ARTICLE 16 – VACATIONS

16.01 The vacation year shall be the year beginning July 1st and ending the following June 30. Effective June 30, 1998, vacation entitlement will be determined on the basis of the employee's seniority anniversary date. Vacations pay will be based on the total wages paid by the Company to the employee for the twelve-month period ending the last full pay period in June of the preceding vacation year.

Vacation paid on over time will be paid 2 times per year. For the first 26 pay periods of the year, normally in July on pay period 28, and for pay period 27 to pay period 52, normally on the pay period 2 in January the following year.

16.02 Vacation entitlement for those employees who have completed their probationary period will be according to the following schedule:

(a) Employees who have completed probation, but with less than twelve months seniority, will be entitled to receive one full day of

vacation for each full month worked (maximum 10 x 8 hour days) and vacation pay equal to 4% of wages.

- (b)** Employees with one year of seniority – two weeks (80 hours) vacation and vacation pay equal to 4% of wages.
- (c)** Employees with five years seniority – three weeks (120 hours) vacation and vacation pay equal to 6% of wages.
- (d)** Employees with ten years seniority – four weeks (160 hours) vacation and vacation pay equal to 8% of wages.
- (e)** Employees with 18 years seniority – five weeks (200 hours) vacation and vacation pay equal to 10% of wages.
- (f)** Employees with 30 years seniority – six weeks (240 hours) vacation and vacation pay equal to 12% of wages. This eligibility will come into effect July 2008.

Complete vacation schedule as follows:

Seniority as of June 30 th	Vacation	Pay as a % of wages In preceding vacation year
Up to 1 year	One full day for each full month	

1 to 5 years	2 weeks (80 hours)	4%
5 to 10 years	3 weeks (120 hours)	6%
10 to 18 years	4 weeks (160 hours)	8%
18 to 30 years	5 weeks (200 hours)	10%
30 years (effective July 2008)	6 weeks (240 hours)	12%

16.03 The vacation shutdown period will be set by the Company and will be scheduled during the summer months. It is agreed and understood that the maximum yearly vacation shutdown will be no more than 2 weeks in total.

16.04 Employees who are required to work during plant shutdown periods shall be given vacation at a time mutually satisfactory to such employee and the Company, provided it is taken during the appropriate vacation year.

16.05 Employees who have vacation entitlement in excess of shutdown shall take such vacation during the vacation year. Vacation requests of **one (1)** week or longer must be made in writing at least **two (2)** weeks prior to the requested vacation time. Vacation days to be taken randomly will require a minimum of one **(1)** working days notice in writing. When an employee has requested an individual vacation day, and has provided the Company with a

minimum 24 hours (one full working day) advance notice on an approved vacation request form obtained from their supervisor, the request shall be considered as approved unless the Company informs the employee otherwise.

16.06 All vacation request will be considered in the order received, and will be granted subject to production requirements. All remaining vacation for the current vacation year, which ends June 30th, must be scheduled prior to March 1st of that vacation year with the exception of random days. For the period from March 1st to March 30th, employees may book vacation entitlement for the upcoming vacation year. Vacation requests made during this period will be approved on a seniority basis. Random days after March 1st will be limited to no more than five individual days to be scheduled in accordance with the above procedure.

16.07 Random days may be used for sickness subject to the employee providing medical evidence to support their absence if their absence occurred on days surrounding long weekends, on their return to work. Such sick days may be used as waiting days for the purpose of establishing an illness claim under the Weekly Indemnity **Article (26.02)** of this agreement.

- 16.08** The Company agrees to announce the date of the plant vacation shutdown, if there is to be one, by March 1st of the current year.
- 16.09** The Company will respond to all submitted vacation requests within 10 working days of receiving the request. Vacation requests not responded to within 14 calendar days will be considered as being granted provided the employee has sufficient vacation entitlement.
- 16.10** An employee entitled to vacation in excess of plant shutdown shall take such entitlement in the same vacation year preferably consecutively and in periods of not less than **four (4)** hours unless the employee has less than **four (4)** hours of entitlement remaining. The Company shall continue its present practice of paying vacation pay.
- 16.11** If manpower is required in specific classifications through the vacation shutdown period, in accordance with safe and efficient operations, requirements will be filled by seniority on a rotating year to year seniority basis within the classification provided the employee has the proven skill and ability perform the work. In addition, a list will be used for standby work during summer shutdown of the plant. The standby list will include employees who have volunteered to be available to work during the shutdown

period in the event unscheduled work becomes available. Employees volunteering to be placed on this list will be maintained on a rotating year-to-year seniority basis within the classification. The scheduled and standby lists will be separate and neither list will be affected by actions taken on the other list.

Notwithstanding the above, for overtime equalization purposes, any employee who is asked to work during the shutdown period and declines will be charged any overtime hours offered during the shutdown period as if they worked the overtime.

The Vacation Shutdown list will be posted in glass posting cabinets throughout the year. Vacation Shutdown weeks that are offered will be in **one (1)** week allotments.

- 16.12** All employees within the Maintenance classification may be required to work the shutdown period. If, during the shutdown period additional employees are required to assist Maintenance, the work will be distributed on a plant wide rotating seniority basis. The work will be provided on the basis the employee has the skill and ability to perform the work and there is no medical limitation on that work listed with the Company. It is understood that the employee is not precluded from work with he is capable

of performing within his listed medical limitations. Employees assigned to assist maintenance will be paid their regular rate of pay.

16.13 The Company shall pay vacation pay weekly in line with regular payroll however the employees will be provided with the opportunity to request their vacation pay to be processed in advance of, the regular pay day before, their vacation provided the time off is of a length equal to or greater than one **(1) week**. Such request will be submitted to the Company in writing, on the form provided by the Company, at the time of their initial vacation request.

16.14 Employees returning from lay-off status will receive vacation pay when vacation is taken less entitlement already received.

16.15 In the event an employee returns from layoff, weekly indemnity, WSIB, LTD or parental leave of absence and their vacation entitlement exceeds their vacation pay, the employee will be allowed to work, provided work is available. Work during the summer shutdown period will be allowed in accordance with the established summer shutdown work procedure.

ARTICLE 17 – COMPANY PAID HOLIDAYS (3 PERSONAL FLOATERS ONE PER YEAR)

GUELPH OFFICE	2019	2020	2021	2022
New Year's Day	Tues. Jan 1	Wed Jan 1	Fri Jan 1	
Family Day	Mon. Feb 18	Mon Feb. 17	Mon. Feb 15	
Good Friday	Fri. Apr 19	Fri. Apr 10	Fri. Apr 2	
Victoria Day	Mon. May 20	Mon. May 18	Mon. May 24	
Canada Day	Mon. Jul 1	Wed. Jul 1	Thurs. Jul 1	
Civic Holiday	Mon. Aug 5	Mon. Aug 3	Mon. Aug 2	
Labour Day	Mon. Sep 2	Mon. Sep 7	Mon. Sep 6	
Thanksgiving Day	Mon. Oct 14	Mon. Oct 12	Mon. Oct 11	
Christmas Eve Day	Tues. Dec 24	Thurs. Dec 24	Fri. Dec 24	
Christmas Day	Wed. Dec 25	Fri. Dec 25	Mon. Dec 27	
Boxing Day	Thurs. Dec 26	Mon. Dec 28	Tues. Dec 28	
Christmas Floater	Mon. Dec 23	Tues. Dec 29	Thurs. Dec 30	
New Year's Eve Day	Tues. Dec 31	Thurs. Dec 31	Fri. Dec 31 In lieu of New Year Day	
Company Paid Floater this Contract only	Fri. Dec 27		Wed. Dec 29	
Working day	Mon. Dec 30	Wed. Dec 30		

17.02 An employee who has attained seniority may take his Personal Floater (8 hours) at a time mutually agreed upon between the employee and the Company. Such Floater may be used in half day (4 hours) increments. Such request must be filed in writing no later than one (1) day prior to the desired day. In any event, such personal floater days cannot be scheduled more than 90 days in advance from the date of the request.

17.03 An employee will receive eight (8) hours of pay at his straight time hourly rate (plus shift premium if applicable) for such holiday subject to the following conditions:

- (a)** The employee must work his regular shift immediately preceding and following the holiday. Legitimate lateness will not disqualify an employee from holiday entitlement the employee would otherwise be entitled to.

- (b)** The employee must work his regular shift immediately preceding and following the Christmas shutdown period (as declared by the Company) to be eligible for payment of any holidays, within the shutdown period unless the employee provides the company with medical evidence to support their absence the day before or the day after the holiday, otherwise the employee will be disqualified for pay for one (1) or two (2) as the case may be, of the holidays within the Christmas shutdown period, and:

- (c)** The employee must have performed work for the Company during the week in which the holiday(s) fall, unless he is absent on vacation.

ARTICLE 18 – PAID EDUCATION LEAVE

18.01 The Company shall contribute to the Union for all hours worked an amount equal to **two (2)** cents, such amount to be paid monthly, held in separate fund and used to provide paid education leave for employees selected by the Union to upgrade skills in all aspects of trade union functions.

ARTICLE 19 – COVERALLS AND GLOVES

19.01 The Company will supply each employee who regularly wears coveralls, with up to **five (5)** pairs of coveralls on a need basis and pay the cost of cleaning. In the event an employee is not receiving coveralls, he/she may request coveralls by advising the Human Resources Department. The Company will also have available spare coveralls for those employees who only occasionally require coveralls. Coveralls will be kept in a secure area and issued on an exchange basis. Each employee will be responsible for the cost of lost or stolen coveralls. The Company will also supply work gloves on a need basis.

ARTICLE 20 – TOOLS

20.01 The Company will supply employee with the necessary tools to perform their job.

ARTICLE 21 – SAFETY SHOE ALLOWANCE

21.01 The Company will provide a safety shoe allowance of \$280.00 in 2019, \$280.00 in 2020, and \$280.00 in 2021 for each employee who has attained seniority and is actively at work.

In order to be reimbursed, employees must submit a receipt to provide proof of purchase of CSA approved footwear. Any unused allowance will not be carried forward.

ARTICLE 22 – PRESCRIPTION SAFETY GLASSES

22.01 The Company will supply one pair of approved prescription glasses to each employee who requires them. Replacement lenses will be supplied upon receipt of proof of a new prescription. Lenses and/or frames worn out or damaged at work will be replaced as required. The Company will provide tinted lenses upon request.

ARTICLE 23 – TUITION REFUND

23.01 The Company offers and administers a tuition refund program under which employees will, under such terms and conditions as described in the Policy Education Development Program (HRP505) and as the Company may from time to time establish, i.e., receive a tuition refund not to exceed \$1000.00 for the calendar year (\$1500.00 for the calendar year for approved

courses taken at an accredited university) upon successful completion of a pre-approved job related course at an approved education or training institution during non-working hours while on the active roll of the Company. The Company will also cover the costs of any required books. Any refund made to an eligible employee will relate to the calendar year of completion of the approved course(s).

The following programs are considered job related and will be approved when the need cannot be met with the Company:

- (a) Courses which will improve the employee's skill on his present job. This includes courses designed to update employees in the technology of their trade or occupation.
- (b) Courses which relate to the next job in the logical development of an employee's career.
- (c) Courses which will prepare an employee for openings that are expected to occur in the future and for which a sufficient number of qualified employees are not available.
- (d) Courses taken to complete the requirements for a grammar school certificate or high school diploma.

- (e) Any required or pertinent elective courses taken in a degree seeking program in a field related to the employee's job or appropriate to his/her career in the Company.
- (f) Other eligible reimbursements considered under this article include recertification Skilled trades fees and annual licensing fees. The Joint Skills Trade Committee will review and recommend code upgrades for consideration under this benefit. Reimbursement of license fees is to be governed by the policy Professional Approval Membership (HRP507)

ARTICLE 24 – BULLETIN BOARDS

24.01 The Company will provide the Local Union with **four (4)** bulletin boards, **two (2)** for each plant which may be used by the Local Union for posting notices of Local Union meetings, Union and Local Union appointments, results of Union and Local Union elections and any other matter of Union or Local Union business. **Two (2)** of these bulletin boards, as chosen by the Union, will have a glass cover provided that the Company is given a duplicate key. No notice shall be posted on such bulletin board without first receiving the approval of the Director of Human Resources or designate.

ARTICLE 25 – WAGES

25.01		2019-2021 HOURLY WAGE RATES		
Single Skill	<p>\$27.00</p> <p>Employees who pass probation will be placed into a Single Skill for 6 months in order to be trained on multiple skills.</p> <p>Following 6 months, a successfully trained employee will be moved to the Multi-Skill rate.</p>			
Multi-Skill	<p>\$30.00</p> <p>Premium rate applied when performing welding work: <u>\$1.00</u></p>			
Skilled Trades	<u>2019:</u> \$34.00	<u>2020:</u> \$34.50	<u>2021:</u> \$35.00	
<u>Probation:</u> \$25.00; 10% below rate for Skilled Trades				

Wage increases are a percentage of each job classification's wage rate. Wage rates are retroactive to June 1st 2019.

Code	Classifications	2019	2020	2021
1001	ELECTRICIAN			
1002	MILLWRIGHT			
1003	FIXTURE FABRICATOR			
1006	ASSEMBLY INSPECTOR			

1007	STRUCTUAL INSPECTOR			
1008	WELDER FITTER			
1009	BRAKE PRESS OPERATOR			
1010	MACHINE OPERATOR II			
1012	ASSEMBLER			
1013	PAINTER			
1014	RECEIVER			
1016	SHIPPER			
1017	MATERIAL HANDLER			
1018	MATERIAL COORDINATOR			
1019	LABOURER			
1020	REFURBISH OPERATOR			
1021	REFURBISH TESTING			

Lay Out Technician

The classification of Layout Technician will be absorbed into the Assembly Inspector classification.

In the implementation of the changes to **Article 25.01**, the following will be implemented:

*Machine Operator Level I

The following work that was previously performed by the job classification of Machine Operator Level I will be absorbed into the following job classifications:

- * Welder-Fitter – hand burning or flame cutting
- * Machine Operator Level II – balance of job duties

Probationary employees will be paid ten percent (10%) below the regular hourly rate for their classification until they have obtained their seniority will be absorbed.

Employees will be paid on an hourly rate basis and it is understood that such wages will consist of the wage rate of the job classification as in effect as of the effective date of this agreement. Such wages will be paid for time worked except as otherwise specified in this agreement.

25.02 Employees who work in the evening (second) shift will be paid a shift premium as follows: Evening shift involves a work schedule that starts on or after 2:00 P.M. and before 10:00 P.M.

Effective:	June 1 st	2019	Ninety-five (\$0.95) cents per hour
	June 1 st	2020	Ninety-five (\$0.95) cents per hour
	June 1 st	2021	Ninety-five (\$0.95) cents per hour

Employee who work a night (third) shift will be paid a shift premium as follows: Night shift involves a work schedule that starts on or after 10:00 P.M. and before 6:00 A.M.

Effective:	June 1 st	2019	Ninety-five (\$1.05) cents per hour
	June 1 st	2020	Ninety-five (\$1.05) cents per hour
	June 1 st	2021	Ninety-five (\$1.05) cents per hour

25.03 Lead hands will be paid 75 cents (\$0.75) per hour above the maximum rate for the classification involved.

ARTICLE 26 – BENEFIT PLANS

26.01 The Company shall ensure the payment of the premiums of the following plans in order for employees to receive the benefits of such plans, all subject to and in accordance with the terms and conditions as set out in this Article, in any insurance policy issued in respect thereof and in the Plan itself or any successor thereof. Such plans will be available to all active employees who have attained seniority. Coverage for new employees will be effective the first day of the month following the month in which seniority is attained providing the employee is actively at work on the date benefits would apply. The benefit set out in this Article and the eligibility for such benefits shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of the Union and employer:

- (a) Ontario Health Insurance Plan
- (b) Dental plan currently in effect as of the date of this agreement.

i) This ODA schedule in effect will lag the current year by one-year, yearly maximums as listed:

\$ 1,800.00 effective June 1, 2019 for life of agreement

ii) Maximum orthodontics allowance per individual for a lifetime, as follows:

\$ 1,575.00 effective June 1, 2019 for life of agreement

(c) Major Medical Benefit (excluding prescription drugs) currently in effect as of the date of this Agreement.

(d) Vision Care allowance as follows:

\$ 400.00 effective June 1, 2019 for life of agreement

Included in business letter:

Eye Vision exam: increased to **\$125.00 every 24 months**

(e) The Company will reimburse 100% of the lower cost available prescription drugs to the limit of the plan.

The employee will be responsible for the dispensing fee up to an annual family maximum of **\$150.00** after which the company will cover up to a maximum of **\$9.50** for the dispensing fee.

If the patient cannot physically tolerate the lowest cost available prescription, the physician can provide medical information to the insurer for evaluation. If approved by the insurer, the plan will reimburse the cost of the brand name for that patient.

If the lowest cost alternative is not available, the plan will reimburse the cost of the brand prescription drug, to the limit of the plan.

Employees are required to participate in the positive enrolment of all family members eligible for coverage.

(f) (i) Life Insurance

\$65,000.00, effective June 1, 2019 for life of agreement

(ii) Option to purchase additional life insurance

(h) Accidental Death & Dismemberment Insurance:

\$65,000.00, effective June 1, 2019 for life of agreement

26.02 WEEKLY INDEMNITY – Payable for a maximum of 26 weeks

(1) Employees will receive 100% of their straight time regular weekly rate for **four (4)** weeks then

at **2/3 pay for 22 weeks** on their first claim. Subsequent claims will be reimbursed at **66% 2/3's % for 26 weeks** during the period of this Agreement.

- (2) Benefits to commence on the **fourth (4th)** day of disability due to a non-occupational illness provided the employee seeks medical treatment by a licensed physician during this period; otherwise the benefit will commence as of the first day of treatment.
- (3) If during the first **four (4)** days of a non-occupational disability due to accident or in the event the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not exceed beyond the day immediately preceding the day the employee becomes so confined. In the event an employee becomes confined as a registered bed patient in a legally constituted hospital while an employee is on vacation, such employee will be entitled to apply for weekly indemnity benefits and defer remaining vacation entitlement to a mutually convenient time.
- (4) For the purpose of determination of what an "illness" is and what an "accident" is under **Article 26.02**, the treating doctor will be provided with a form which will include the definitions of both terms from the Group Benefit Plan and the Company and Union agree that the

decision of the doctor as evidenced on that form will be the deciding factor in the determination of accident or illness for the purpose of the waiting period.

- (5) Successive periods of disability of an employee separated by less than **four (4)** weeks of active full-time employment at the employees' regular job shall be considered one continuous period of disability unless the subsequent disability is due to an injury or sickness unrelated to the causes of the previous disability and begins after the employee has returned to active full-time employment.
- (6) It will be the responsibility of the employee to submit appropriate information concerning his/her disability on the form designated by the Company before Weekly Indemnity Benefits become payable.

The Company is prepared to reimburse **\$50.00** for any WI documents that are approved and the employee submits a receipt. This is valid only for **one time per contract**.

- (7) No weekly indemnity benefits shall be payable for any period of disability during with the employee is not wholly, and continuously disabled and is not under the treatment of a physician legally licensed to practice medicine.

- (8) The Company shall provide an employee who is on WSIB or Weekly Indemnity after 16 weeks with the appropriate LTD forms. The company will file the forms on behalf of the employee within the applicable time limits provided the employee returns the required documents in a timely manner.
- (9) In the event of the death of an employee the benefit plan coverage for eligible dependents will be continued for **two (2) months** following the month in which death occurs.

26.03 (a) The Long-Term Disability Plan currently in effect will continue as of the date of this agreement, after the exhaustion of 236 weeks of weekly indemnity payments for the same disability, defined as follows:

26.03 (b) For an employee to be deemed to be totally disabled, he must not be engaged in regular employment or occupation for remuneration or profit and be wholly incapable, as supported by satisfactory medical evidence, of employment in the plant as a result of bodily injury or disease either occupational or non-occupational in cause. If the payment of Long Term Disability Benefits has been made for a period of twenty-four **(24) months** during any one continuous period of such disability, then for the remaining period of such disability, total disability shall mean the complete inability of the employee to

engage in any gainful employment or occupation for which he is reasonable fitted by education, training or experience in conformity with Canada Pension Plan disability criteria. The Company may require the employee, as a condition of eligibility, to submit to an examination by a physician designated by it for the purpose of determining his initial or continuing disability.

26.04 An employee's return to work after sick leave will be conditional on their supplying when requested a certificate from a physician stating that he/she is recovered from the illness or injury which caused his/her absence. The Company may require that the employee obtain such a certificate from a physician selected by the Company. Difference of opinion between the employee's personal physician, and a physician designated by the Company, will be resolved by a third-party physician or surgeon selected on mutual agreement by the Company and the Union. The Company will pay the total cost of any Company requested third physician's certificate/report and/or specialist certificate/report and such reports required in the application for long term disability.

26.05 In the event an employee is unable to perform satisfactorily the job to which he is assigned solely as a result of a documented health defect, he shall be placed in a vacant job which he is

able to perform but if such a job is not available, he will be provided with modified work, if available. An employee so assigned will be re-evaluated every **three (3)** months to determine whether he should be continued in such assignment.

26.06 (a) Provisions of this article shall apply to an employee who has attained seniority and meets the requirements of the carriers, (where applicable) of the various plans.

26.06 (b) In cases of dispute over eligibility or payments of benefits under the above plans, interpretation of the Master Insurance Agreement, (where applicable) with the carrier will prevail.

26.07 Benefits coverage will be suspended for voluntary non-compensated leaves of absence beginning the first day of the second month in which the leave commences except as set forth in Section 13.

26.08 The Company will continue to provide benefits coverage for employees on lay-off status as follows:

(1) Life, AD&D insurance and OHIP coverage – 90 Days.

- (2) Extended Health Care, prescription drug plan and dental plan to the end of 90 (ninety) days in which employment is severed.

26.09 The Company will continue to provide such benefits coverage for employees receiving weekly indemnity benefits for as long as he/she remains entitled to such LTD and/or WI benefits.

ARTICLE 27 – SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

27.01 Eligibility

- (1) An employee placed on lay-off status due to a reduction in the workforce will be eligible for S.U.B. payments provided:
 - (a) Has accumulated at least one year of seniority.
 - (b) Has registered and reported to the Employment Insurance commission office and has not refused to accept employment deemed suitable by them.
 - (c) Has received an Employment Insurance Benefit or has been disentitled or disqualified from receiving E.I. Benefits due to:
 - i) Insufficient insured weeks to qualify

ii) Serving Employment Insurance waiting period

iii) Employment Insurance Benefits exhausted

- (2) An employee will not be eligible for S.U.B. benefits if:
- (a) Has failed to exercise seniority rights to transfer into another classification.
 - (b) Fails to return to Work on recall.
 - (c) Claims or is eligible for accident or sickness benefits or any company pension or retirement benefits.
- (3) The Company will provide an annual statement of S.U.B. entitlement on each anniversary date of the Agreement.
- (4) Payments in respect of guaranteed annual remuneration or severance pay benefits will not be reduced or increased by payments received under this Plan.
- (5) The Company will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty days of the effective date of the change.

27.02 Benefit

Benefit level is set at 95% of the employee's weekly base salary at the time of lay-off. In any week, the total amount of S.U.B., unemployment insurance gross benefits and any other earnings received by the employee will not exceed 95% the employee's normal weekly earnings. The number of weeks for which S.U.B. is payable is based on the total S.U.B. entitlement of each individual employee determined by the following table:

Seniority Date Or Last Recall	SUB Allowance as % of Regular Monthly Earnings at Straight Time Rate	Seniority Date Or Last Recall	SUB Allowance as % Of Regular Monthly Earnings at Straight Time Rate
1 – 2 Years	100%	16 – 17 Years	550%
2 – 3 Years	125%	17 – 18 Years	600%
3 – 4 Years	150%	18 – 19 Years	650%
4 – 5 Years	175%	19 – 20 Years	700%
5 – 6 Years	200%	20 – 21 Years	750%
6 – 7 Years	230%	21 – 22 Years	800%
7 – 8 Years	260%	22 – 23 Years	850%
8 – 9 Years	290%	23 – 24 Years	900%
9 – 10 Years	320%	24 – 25 Years	950%
10 – 11 Years	350%	25 – 26 Years	1000%
11 – 12 Years	380%	26 – 27 Years	1050%
12 – 13 Years	410%	27 – 28 Years	1100%
13 – 14 Years	440%	28 – 29 Years	1150%
14 – 15 Years	470%	29 – 30 Years	1200%

15 – 16 Years	500%	30 – 31 Years	1250%
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Company will continue to promptly submit the updated plan for registration with the appropriate Government office.

At recall, unused portions of SUB entitlement will be banked in the employee's favor notwithstanding the one-year re-eligibility described below. When the entitlement is exhausted, sub payments will cease. Eligibility for subsequent SUB payments in future layoffs will be calculated from the employees return to work date from the last recall excluding any period of time the employee was not actively at work for the Company plus any unused entitlement from any other prior layoff if applicable. Employees must be actively at work for **one (1) full year** to be eligible or re-eligible for SUB benefits.

Should an employee be laid-off and not be eligible for SUB payment any subsequent entitlement shall be calculated from the employee's seniority date, or last recall date of a lay-off in which he/she received SUB payments, excluding any period of time the employee was not actively at work for the Company.

Each employee must provide the Company with proof that he is receiving Employment Benefits or that he is not receiving benefits for reasons stated above before SUB payment for any week is paid.

ARTICLE 28 – SEVERANCE PAY

28.01 Employees will be eligible for severance pay under the following conditions:

- (1) Employment is severed as a result of the complete and permanent discontinuance of a department or any classification.
- (2) Employment is severed as a result of a permanent plant closure.

28.02 An employee who fails to exercise his seniority rights to transfer into another classification will not be eligible to receive severance pay.

28.03 Severance pay entitlement is based on the length of service according to the following table:

Length of Service	Severance Pay Allowance as Percent Of Regular Monthly Earnings at Straight Time Rate	Length of Service	Severance Pay Allowance as Percent Of Regular Monthly Earnings at Straight Time Rate
1 – 2 Years	100%	16 – 17 Years	550%
2 – 3 Years	125%	17 – 18 Years	600%
3 – 4 Years	150%	18 – 19 Years	650%
4 – 5 Years	175%	19 – 20 Years	700%
5 – 6 Years	200%	20 – 21 Years	750%
6 – 7 Years	230%	21 – 22 Years	800%

7 – 8 Years	260%	22 – 23 Years	850%
8 – 9 Years	290%	23 – 24 Years	900%
9 – 10 Years	320%	24 – 25 Years	950%
10 – 11 Years	350%	25 – 26 Years	1000%
11 – 12 Years	380%	26 – 27 Years	1050%
12 – 13 Years	410%	27 – 28 Years	1100%
13 – 14 Years	440%	28 – 29 Years	1150%
14 – 15 Years	470%	29 – 30 Years	1200%
15 – 16 Years	500%	30 – 31 Years	1250%

28.04 The Company will provide benefit coverage for individuals who are eligible for severance pay as follows:

- (1) Life, AD&D, insurance and OHIP for **ninety (90) days**.
- (2) Extended Health Care, prescription drug plan and dental plan to the end of ninety (90) days in which employment is severed.

28.05 In the event of a plant closure the Company is to provide **six (6) months** prior notice of plant closure, or pay in lieu thereof.

ARTICLE 29 – GENERAL PROVISIONS

29.01 It is the responsibility of the employee to keep the Human Resources Department informed of

correct home address, telephone number, marital status and number of dependents.

ARTICLE 30 – CONTRACTING OF SKILLED TRADES WORK

30.01 It is the policy of HTM to utilize its employees in the maintenance skilled trades classifications whenever possible. The Company will inform the Plant Chairperson of proposed projects and provide the nature and scope of the work and also as to whether the Company can do the work competitively in quality, cost and performance and within the projected time limits. Advanced notice of the use of outside contractors will be provided in situations other than emergencies in order to permit meaningful discussions between the Company and the Union. The Company will give due consideration to the Union's comments and ideas with respect to contracting out skilled trades work.

30.02 Training and Development

The Company will make a concerted effort to make available the necessary training to properly service the plant equipment and facilities which are maintained by skilled trade employees. The Company and the Union will meet to discuss the training needs of the skilled trades. Training approved by the Company will

be reimbursed by the Company at straight time earnings. Approved expenses incurred by the employee during the training will be provided for by the Company.

ARTICLE 31 – DURATION AND TERMINATION

31.01 This Agreement shall be effective from the **1st day of June 2019** to and including the **31st day of May 2022**. 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 within a period of **ninety (90) and sixty (60) days** before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within **fifteen (15) days** of the notice or within such further period as the parties mutually agree upon.

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 **31st day of May 2022** for any stated period acceptable with the Labour Relations Guide.

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.

31.02 The terms of this Agreement shall be binding on both parties hereto and not subject to further negotiations unless by mutual consent of the parties.

31.03 This Agreement supersedes and cancels all other agreements, whether written or oral, unless renewed by mutual agreement.

**Signed this 30th day of May 2019
at Guelph, Ontario**

For the Company:

For the Union:

R. Padiyath

R. Dudley

P. Agarwal

J. Escott

G.Walker

S. Balayewich

J. Fowlow

B. Fagan

APPENDIX A – PENSION PLAN

Effective with the effective date of this Agreement the Pension Plan will be amended as follows:

- (1) Each member of the prior plan who contributed will have a contributory account in the pension fund. The value of this account shall be the total of the member's contributions plus interest. A member of retirement age will be able to buy an additional pension benefit through the pension plan based on the member's contributory account or purchase an annuity through an insurance company. Should the member leave the employ of the Company for any reason prior to retirement age he/she will be able to transfer the value of his contributory account to another pension plan or locked-in RRSP.
- (2) The Plan will provide a basic benefit as follows:

Effective Date	Rate per Month per Year of Service
June 1, 2019	\$50.50 per month/year
June 1, 2020	\$50.50 per month/year
June 1, 2021	\$50.50 per month/year

In addition, members of the prior plan shall continue to be eligible for a pension benefit which will be the greater of the benefit earned under the prior plan to April 1, 1988 and the current plan benefit in respect of service after March 31, 1988.

Note: All employees retiring during the term of the Agreement will receive the negotiated pension increases. This clause expires as of February 2, 2015 and is not renewable unless mutually agreed to by both parties.

(3) The Plan will provide a supplementary benefit to eligible employees under the plan as follows:

Effective Date	Rate per Month per Year of Service
June 1, 2019	\$22.50 per month/year
June 1, 2020	\$22.50 per month/year
June 1, 2021	\$22.50 per month/year

The benefit will be reduced based on the employee's age at the time of retirement as outlined in Appendix A of the Pension Plan.

(4) Special Early Allowance

The special early allowance shall be payable for employees age 55 with 30 or more years of service as follows:

June 1, 2019	\$2,000.00 per month
June 1, 2020	\$2,000.00 per month
June 1, 2021	\$2,000.00 per month

The calculation of this benefit shall be deemed to include the supplementary benefit without regard to any statutory benefits and is payable to age 60.

- (5) The Surviving Spouse benefit will be payable at 60% of the basic benefits. The definition of spouse will include common-law relationships of one year.
- (6) The Plan termination provisions will comply with current legal requirements.
- (7) During the term of this Agreement, a Pension Plan Board of Administration will be established for the purpose of affording the Union the opportunity to review information regarding employees who may retire before the expiration date. The Union function in this regard will consist of receiving specific Pension benefit data pertaining to these individuals including verification of monthly pension calculations and the providing of basic actuarial data on an annual basis.
- (8) The Company agrees to provide member's contributory account balances to the bargaining committee annually, including the effective rate of return over the previous year.
- (9) The Company agrees to provide, at the member's option, for the transfer of the member's contributory account balance, to the member's RRSP upon approval by the Pension Commission of Ontario. Withdrawal can be made within the **60-day period** each year after the issuing of the annual pension statement.

APPENDIX B – PENSION PLAN

The Pension Plan will be amended to provide that effective April 1, 2013 all employees hired or rehired will participate in the HTM Registered Retirement Plan (“RRP”), the RRP is a defined contribution plan with the following provisions:

- (1) After the expiration of the one hundred twenty (120) day probationary period, Article 8.02(a), the employee will be required to become a member of the RRP as a condition of employment.
- (2) The Company shall contribute 4% and the member will have the option to elect and contribute 4% of base wage (exclusive of overtime, shift premiums or other forms of remuneration). These contributions made by the employee will be considered voluntary contributions.
- (3) Once the employee elects to contribute to his RRP, he/she will not have the option to revoke their voluntary contribution election.
- (4) After three (3) years of credited service based on the anniversary hire date, the employee may elect to increase the contribution rate to 5%. The Company will match this increase and also contribute 5%.

- (5) After five (5) years of credited service based on the anniversary hire date, the employee may elect to increase the contribution to 6%. The Company will match this increase and also contribute 6%.
- (6) Additional voluntary contributions will be allowed up to the tax limits however, there will be no Company match.
- (7) The RRP will be subject of the Provincial requirements and the Income Tax Act with respect to vesting, locking in requirements and administration.
- (8) All contributions are immediately vested and locked in. If an employee leaves prior to retirement, the account balance may stay in the RRP or may be transferred to another locked in investment.

****Please note there is an agreed Memorandum of Settlement for this contract only****

**LETTERS OF INTENT AND UNDERSTANDING
June 2019**

LETTER OF INTENT (A)

1. Employee Assistance Program (EAP) - The Company agrees to continue the joint Employee Assistance Program (EAP). Each individual participating in the employee assistance program will not hold the Union or the Company or any of its representatives liable for the treatment results or for any matters arising out of the EAP.

**LETTERS OF UNDERSTANDING (B)
June 2019**

1. This will confirm the arrangements made with the Local Union during negotiations whereby the Company agreed to furnish the Local Union a new office, similar to the current Assembly Office located adjacent to Bay 1 North End. All windows and door windows shall be frosted/etched to reduce the visibility within the office. The office shall retain their current furniture and office equipment (e.g. telephone, computer, etc.) for the use of the Local Union and the Union Health and Safety Committee. The office is to be used for the storage of the union files plus meetings of the

Union Committee and with any grievers. The Local Union agrees that it will monitor the use of the Union office to ensure this privilege is not abused, and agrees to pay the cost of any long-distance calls. No modification to the office will be mad without prior approval of management.

LETTER OF UNDERSTANDING (C)
June 2019

To: Garry Kentner
From: Fred Leone
Subject: **LABOURER CLASSIFICATIONS**

This position will perform such operations as shot blast booth operation, steam jenny operation, general plant maintenance, sweeper operation, trash removal, snow removal, etc. Employees who have not previously worked in this classification will be eligible to bump into this classification during a layoff.

In the event there is more than one Labourer on a shift, the Company will endeavour to rotate work within the classification.

Fred J. Leone
Director, Human Resources

LETTER OF UNDERSTANDING (D)

June 2019

MODIFIED WORK PROGRAM

This will confirm the Agreement made with the Local Union during negotiations that the Company will maintain its commitment to providing modified work wherever practical in accordance with the following guidelines.

COMPANY POLICY

- (1) Hitachi Construction Truck Manufacturing Ltd., Guelph Plant recognizes the benefits of a Modified Work Program.
- (2) As such it is the policy of the Company to provide a fair and consistent approach to employees who are returning from an Occupational illness or injury and where appropriate/necessary when returning from a Non-Occupational illness or injury.
- (3) Hitachi Construction Truck Manufacturing Ltd., of Guelph, therefore, undertakes to provide

wherever practical, meaningful employment for permanently or temporarily disabled employees be it their pre-injury job, modified work, or other suitable employment as long as it does not operate to displace seniority provision of the Collective Agreement.

PROCEDURES OF EMPLOYEE REINSTATEMENT

- (a) The Modified Work Committee will consist of the Union Plant Chair or designate, the Union Health and Safety Co-Chair, the Union WSIB advisor, the Manager of Health and Safety, and the Company Nurse. In addition, the shift unions steward and the shift supervisor will be invited to participate in any meetings that pertain to employees from their respective shifts.
- (b) Modified duties will be made available, where possible, immediately upon the submission of a Functional Abilities Form. If it is not feasible to conduct a modified work meeting then the employee will be informed by the Company of the modified job offer, their legislated rights, and the committee will review such offer as soon as possible after the initial offering.
- (c) The Modified Work Committee will obtain all pertinent information with respect to an employee's physical restrictions from the Health Care Provider.

- (d) The Committee will review the medical information and its effect on the employee's ability to perform his job. The Committee will ascertain potential modifications to the pre-injury job to accommodate the restrictions. If accommodations are not able to be made, a determination will be made as to the availability of other suitable employment. Outside resources such as a WSIB worksite analyst and/or Case Worker, an ergonomist, or the Regional Evaluation Centre, may be used to facilitate this accommodation.
- (e) The Committee will then present the case to the employee's Supervisor, Company Doctor, Superintendent and Director of Human Resources with recommendations as to employment. Once presented to Management, a response (decision) is to be received by the Committee within five (5) working days.
- (f) When a decision has been made, by the Committee, as to the employee's return to work and position (job) to which he/she will return, the Company will set up a Return to Work Program.
- (g) During any return to work program the Supervisor and Committee will follow the employee's progress.
- (h) When an employee is ready to return to regular duties, the Modified Work Committee will meet

with the employee and review their progress and submit a recommendation. The Committee shall forward all correspondence, agreements, etc. during the course of the work trial period.

- (i) Modified Work Committee to meet as required.

TERMINATION

In cases where an employee is unable to be accommodated and the Company has exhausted its contractual and legal obligations such employee to be entitled to severance pay in accordance with **Article 28 – Severance Pay**.

LETTER OF UNDERSTANDING (E) February 2019

ADJUSTMENT PROGRAM

During negotiations, the Company and the Union agree to participate in an adjustment program in the event of plant closure or plant relocation. A Committee of equal representation from the Union and the Company, would make up the Labour Adjustment Committee.

The purpose of this Committee would be to assist the displaced worker obtain comparable employment through initiatives which may be agreed to by the Committee and agreed with by the Company prior to implementation. The Adjustment Committee will be provided an orientation session, on company time.

A further training session on specifics relative to adjustment issues and processes will be provided should the Committee determine the need for such. The training will be conducted by an instructor mutually agreed upon by the Committee, in the Plant and on Company time.

The Company will provide adequate Company paid release time to the members of the adjustment Committee to effectively attend to adjustment program business.

The Company will provide office space for an Action Centre.

LETTER OF UNDERSTANDING (F)
February 2019

NEW TECHNOLOGY

- (1) Technological change means the introduction by the Company of equipment, work methods, processes or operations significantly different in nature or type from that previously utilized by the Company, which the Company anticipates will require an employee to acquire new occupational skills or render obsolete his/her present occupational skills or cause removal from employee's present occupational classification.

- (2) The Company will notify the Union of any technological change prior to the implementation of such changes.
- (3) Should the issue of technological change arise, the Company agrees to meet with the Union and have informative and meaningful discussions relative to the impact of these changes to plant and employees.
- (4) In the event of technological change in the Union and Company agree to establish a Committee to hold constructive and meaningful consultations in an effort to reach agreement on solutions to any problems arising from the technological change.
- (5) The Committee will discuss, determine, and make recommendations to be taken to:
 - (a) Counter any adverse effects on employees
 - (b) Implement improvements to working conditions and new opportunities as a result of technological changes.
 - (c) Provide training where new and greater skills are required over those already possessed by the affected employees.

LETTER OF UNDERSTANDING (G)
June 2019

To: Garry Kentner
From: Dennis Ferraro
Subject: **COMMON LAW SPOUSE – DENTAL PLAN**

It is agreed during the current negotiations that a Common Law relationship must be in effect a minimum of one consecutive year before dental coverage becomes effective for the Common Law spouse, including dependents.

Dennis Ferraro
Director, Human Resources

LETTER OF INTENT (H)
June 2019

VIOLENCE & HARASSMENT FREE WORKPLACE

Hitachi Construction Truck Manufacturing Ltd., and Unifor are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is know or ought to be known to be unwelcome”, that denies individual dignity and respect on the basis on the grounds such as: gender, disability, race, colour, sexual orientation, or other prohibited grounds as stated in the Provincial Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- (a) Unwelcome remarks, jokes, innuendoes, gesture or taunting about a person's body, disability, attire, gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- (b) Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- (c) Posting or circulation of offensive photos or visual materials;
- (d) Refusal to work or converse with an employee because of their racial background or gender, etc.;
- (e) Unwanted physical conduct such as touching, patting, pinching, etc.;
- (f) Backlash or retaliation for the lodging of a complaint or participation in an investigation.

HARASSMENT IS NOT:

Harassment is not way to be construed as properly discharged Supervisory responsibilities, including the delegation of work assignments, the assessment of

discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

VIOLENCE:

“workplace violence” means,

(a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,

(b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,

(c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

FILING A COMPLAINT:

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it:

Request a stop of the unwanted behaviour;

Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;

Document the event(s), complete with times, dates, location, witnesses and details;

Report the incident to the Supervisor/Committee person;

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Company Official.

INVESTIGATION

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Human Resources Manger and the Plant Chairperson.

RESOLUTION

The Chairperson and Human Resources Manager or there designates will then complete a report on the

findings of the investigation. The Chairperson and Human Resources Manager will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair to all parties, and consistent with the intent of the Company and National Unifor policy regarding discrimination and harassment in the workplace.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure(s) has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All employees have the right to file a complaint with the Provincial Human Rights Commission and to seek redress under the Human Rights Code.

LETTER OF UNDERSTANDING (I)
June 2019

The parties recognize that female employees may sometimes need to discuss with other woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselor's or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize the role of Women's advocate in the workplace. The Women's Advocate will be determined by the Union amongst the female bargaining unit employees. The Advocate will

meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the women's advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's advocate providing contact numbers to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in her role.

Training to the Local and PEL funds.

LETTER OF UNDERSTANDING (J) June 2019

It was agreed during the current negotiations that in the event an employee is recalled under Section 9.04, but fails to meet the requirements of the job within the ten-day (10) trial period, and is consequently laid off, he or she will retain the recall period from the original date of lay off.

In the event an employee declines the opportunity to displace the labourer classification in the initial layoff, the laid off employee will not have the opportunity for a trial period in the labourer classification in the event of a recall.

However, if an employee is laid off from the plant without the opportunity of displacement of the Labourer, in the event of recall, such employee will have the opportunity for a trial period in the Labourer classification.

Such employee will also have the opportunity to turn down the recall to the Labourer classification and await recall to a classification which they have held through a successful posting as documented in their Human Resources file.

LETTER OF UNDERSTANDING (K)
June 2019

During the course of negotiations, the Union raised the concern that the overtime spread between the lowest and the highest employee overtime hours was not taken into consideration when overtime was requested. The Company agreed that overtime should be allocated starting with the applicable employee with the lowest number of hours, subject to the situations where specific employees are required based on needed skills.

Another concern, is the amount of spread overtime between shifts. Both parties agreed that it is difficult to balance overtime between shifts. However, where possible, the Company will endeavour to allocate more overtime for the second and third shifts.

In conjunction with the above commitment the Company agrees to sit with the Union every 6 months to review the overtime spreads.

LETTER OF UNDERSTANDING (L)
June 2019

During the course of Collective Bargaining, the Union raised a concern over the use of video cameras in the plant. The Company explained that the use of videotaping will be used for training, assessing operations, studying workflow and measuring cycle times.

The Company agrees not to use videotaping for any other reasons, such as uncovering theft or illegal activities or general plant surveillance, without the mutual agreement of the Union.

LETTER OF UNDERSTANDING (M)
June 2019

EXPEDITED RECALL

During the period of time the recall procedures under **Section 9.04** are being implemented the Company has a need to temporarily backfill the vacant positions. To resolve this problem the Company and the Union agreed to the following expedited recall procedure:

All employees will be responsible to provide the Company with a current and accessible phone listing;

The Company will determine the number of employees to be recalled and send out the registered letters in accordance with **Section 9.04**;

In the presence of the plant Chairperson, the Company will phone the laid off applicable employees in order of seniority;

In the event such employees are not available to return to work within 24 hours or cannot be contacted, the Company will continue to phone applicable employees beyond the employees who have been sent written notices until an employee is available to return to work within 24 hours on a temporary basis to back fill for permanently recalled employee.

Laid off employees who refuse to return to work for the temporary back fill position or were unable to be contacted for the expedited recall will not lose their seniority rights or normal recall rights.

Employees who return to work for the temporary backfill position under the expedited recall procedure and subsequently laid off will not be entitled to additional notice periods or additional benefit entitlement.

In the event no laid off employees are available under this expedited recall procedure; the Company and the Union will discuss reasonable alternatives. If no reasonable alternatives are available, the Company with the mutual agreement of the Union may hire new employees to fulfill expedited recall temporary vacancies.

Shift change will not apply for employees recalled under the expedited recall process.

LETTER OF UNDERSTANDING (N)
June 2019

RETURN OF OUTSOURCED WORK IN THE EVENT OF A LAYOFF

The Company and the Union recognize the importance of utilizing Hitachi Guelph Employees to perform work instead of sub-contracting out work. The Company agrees that in the event of pending layoffs which are expected to last longer than 6 months all subcontracted work will be reviewed with the Union to determine which work can be returned to the plant.

The purpose of this review is to reduce or avoid layoffs of Hitachi Guelph employees by returning work to the Guelph operation. It is agreed by the parties that in deciding which work can be returned the Company make take into consideration factors including but not limited to contract obligations, available space and efficiencies.

LETTER OF UNDERSTANDING (O)
June 2019

The Company has implemented a vendor managed inventory system. As a function of that system vendors will fully manage the inventory including replenishment of bins at work stations on the shop floor. The Company agrees that the vendor will not operate HTM equipment and only those parts delivered by the vendor, are covered by this letter.

In the event of a layoff, the vendor managed inventory system will maintain the replenishment function as is the practice at the expiration of the prior contract. Nothing in this letter is to be interpreted as a guarantee of the material handling manpower level.

LETTER OF UNDERSTANDING (P)
June 2019

During negotiations the Company agreed to establish two eating areas in the new plant area (one has been established and the second one to be identified). Each

resting area will have tables and chairs as well as vending machines to be available for use.

LETTER OF UNDERSTANDING (Q)
June 2019

During the course of bargaining the Union raised a concern that after implementation of the Registered Retirement Plan (“RRP”) over time the population of members will decrease to the extent that administrative costs will become unsustainable and the Company.

The Company has committed that the current members of the defined benefit plan will not be affected and to respond to the concern described above, the Company agrees that there will be no wind up of the defined benefit component of the Pension Plan without the consent of the Union.

LETTER OF UNDERSTANDING (R)
June 2019

The purpose of this letter is to confirm the commitment of the Company that if the Income Tax Act is amended to allow use of pension trust funds, the supplemental benefit will be extended to the earlier of the date the retiree is eligible to receive the Old Age Security (OAS) benefits to age 67.

LETTER OF UNDERSTANDING (S)
June 2019

During the course of negotiations for the current Collective Bargaining Agreement the Union raised a concern over lost time during the period of the Company inventory.

The purpose of this letter is to confirm the commitment of the Company to try to reduce or eliminate lost time. Among the actions being explored by the Company are:

- (a) Scheduling the inventory on the weekend
- (b) Reducing the time required to carry out the task
- (c) Utilizing Company employees if the work must be done during a work day, and
- (d) Utilizing the optional third week of vacation if necessary.

LETTER OF UNDERSTANDING (T)
June 2019

PREAMBLE SKILLED TRADES

The purpose of this letter of understanding is to define Skilled Trades and all other matters dealing with the Skilled Trades such as apprenticeships, new technology committee, planned maintenance, and Skilled Trades training. All other provisions of the Collective Agreement and all related benefits when applicable shall apply to the Skilled Trades, except as otherwise expressly provided for in this letter of understanding.

CLASSIFICATION SKILLED TRADES

Skilled Trades for the purpose of this agreement shall be the following classifications:

- (1) Electrician
- (2) Industrial Mechanic Millwright

If the Company introduces any new Skilled Trades classifications, during the life of the agreement, they will notify the Plant Chair and Skilled Trades representative to the wage rate classification **(Article 2.06)**

DEFINITION – JOURNEYPERSON

- (1) The term Journeyperson as used in this letter of understanding shall mean any person:
 - (a) Who presently holds a Journeyperson classification in a Skilled Trades classification listed above OR
 - (b) Has completed a bonafide apprenticeship of **four (4) years**, 8,000 hours or **five (5) years** 9,000 hours and holds a Certificate of Qualification which substantiates such claim OR
 - (c) Has acquired **eight (8) years** of trade practical experience in the Skilled Trade in which he/she claims Journeyperson status and can prove the same, and who holds a Certificate of Qualification.

ENTRY INTO THE SKILLED TRADES SHALL BE LIMITED TO PERSON(S):

- (a) Who qualify as Journeyperson under the provisions set forth in the immediately preceding paragraphs, OR
- (b) Who qualify for Journeyperson status through the Apprenticeship program negotiated between the parties, OR
- (c) Who provide documents as of date of hire in a skilled trade classification proving their claim to Journey person status to the Company and HTM Union Skilled Trades Representative; whereby the

newly hired employee approves distribution of their document.

JOINT APPRENTICESHIP COMMITTEE

A committee made up of **two (2) members** representing management and **two (2) members** representing union representatives will make up the Joint Apprenticeship Committee. One of the Union members will be a Skilled Trades' Journeyman and both Union Representatives shall be appointed by the Union.

APPRENTICESHIP PROGRAM

During negotiations, the Company and Union agreed to further discuss the opportunity of an Apprenticeship program by establishing a Joint Skilled Trades Committee (Management and Union Representation) to develop, if required, an Apprentice Training Standard program in compliance with the requirements of the Ministry of Training, Colleges and Universities.

JOB SECURITY & WORK OWNERSHIP-SKILLED TRADES

Within this context, the Company reconfirms the understandings reached during these negotiations regarding skilled trades concerns over work ownership.

Primary among these understandings is the Company's commitment that there will be no reduction of skilled trades employees as a result of outside contracting

throughout the life of this agreement. More specifically, advance notice of outside contract activities that are skilled trades classification with HTM, will be provided, in situations other than emergencies, at least **five (5) days** in advance to permit meaningful discussion and a careful analysis of the Company's workforce capabilities in connection with the subject work (**Article 30**).

UTILIZATION

It is of the Company to utilize its own employees in Maintenance Skilled Trades classifications in the performance of maintenance and construction work. Consistent with local scheduling practices, when such work is required to be performed, skilled trades employees will be given the first priority to do such work provided they are capable of performing such work.

LETTER OF UNDERSTANDING (U)

June 2019

(1) Letter of Understanding (U) Company has agreed to:

NEW:

Engineering, Quality and Product Support Departments will utilize the test lab on an "as required basis", to analyze field returns, and testing of new products. This

will require hands on test application work by authorized personnel from these departments.

The Company will strive to recognize and incorporate bargaining Union employees into this functional area, where applicable (e.g. Assemblers, Welder-Fitters, and Maintenance classifications).

LETTER OF UNDERSTANDING (V)
June 2019

(2) Letter of Understanding Z Company and Union have agreed to:

New:

With Regards, to Article 26.02 Weekly Indemnity:

Limitations – The Union will agree to review the Company proposed limitations to Weekly Indemnity during the life of the Collective Agreement. The Union agrees that it will not unreasonably withhold agreement to any Weekly Indemnity limitations that are reasonable and customary in like Unifor Collective Agreements. The Union reserves the right to bring someone from the Unifor Pension and Benefits Department.

LETTER OF UNDERSTANDING (W)
June 2019

New:

Employee(s) may be assigned outside the Guelph plant for the purpose of working with customers, vendors & suppliers the Company considers important to its operation/business. Assignments shall be voluntary. The parties will agree beforehand on any reasonable terms and conditions relating to travel, meals or lodging. Such assignments shall not exceed 30 days in a 3-month period. During an assignment, the terms and conditions of the collective agreement shall apply to the worker.

Calendar for Year 2019 (Canada)

January							February							March						
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Calendar for Year 2020 (Canada)

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					1	2	1	2	3	4	5	6	1	2	3	4	5	6		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28							28	29	30	31			
31																				
6:0	13:0	20:0	28:0				4:0	11:0	19:0	27:0			5:0	13:0	21:0	28:0				

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3						1		1	2	3	4	5		
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
4:0	11:0	20:0	26:0				3:0	11:0	19:0	26:0			2:0	10:0	17:0	24:0				

July							August							September							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
				1	2	3	1	2	3	4	5	6	7					1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			
1:0	9:0	17:0	23:0	31:0			8:0	15:0	22:0	30:0			6:0	13:0	20:0	28:0					

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6					1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				
6:0	12:0	20:0	28:0				4:0	11:0	19:0	27:0			4:0	10:0	18:0	26:0				