

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**CEVA LOGISTICS Canada, ULC.  
(BRAMPTON)**

**- and -**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL  
AND SERVICE WORKERS INTERNATIONAL UNION  
(ON BEHALF OF LOCAL 9042)**



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## **ARTICLE 1 - INTRODUCTION**

1.01 The general purpose of this Agreement is to establish terms and conditions of employment for the employees of the Company and to establish a harmonious co-operative relationship between the Company and the Union. It is agreed and understood that said harmonious relationship can only be achieved with mutual respect and understanding, and while the Union recognizes the right of the Company to manage its business, the Company recognizes the inherent right of its employees to be treated with dignity, courtesy and professionalism. Now, therefore, the Parties mutually agree as follows:

## **ARTICLE 2 - UNION RECOGNITION**

2.01 (a) The Company hereby recognizes the Union as the sole collective bargaining agent for all employees of the Employer employed at 2600 North Park Drive, Brampton, Ontario save and except supervisors, persons above the rank of supervisor, office, clerical, and sales staff.

The Company further agrees that should the Employer move in its entirety or a portion thereof or open a new facility serving the same customers, and performing the same work within a one-hundred (100) km radius of 2600 North Park Drive, Brampton, the Collective Agreement shall apply to the new location.

(b) The Company, the Union and the employees expressly acknowledge and agree that the quality of work performed by the Company's employees is paramount to the ongoing successful relationship with the Company's customer and therefore the ongoing viability of the Company. In this regard, any employee adversely impacting the quality of work or the quality of the product shall be subject to disciplinary action. Such employee shall have timely recourse to the grievance and arbitration process.

2.02 The term "Employee" shall embrace all such employees within said collective bargaining unit. All other employees not within said unit as above set forth are specifically excluded from this Agreement.

2.03 The Company and the Union shall comply with applicable human rights legislation in the administration of this Agreement and in relation to the employment of bargaining unit employees.

2.04 Any member of management shall not work on any jobs, which are included in the bargaining unit, except for purposes of instruction and experimentation, or in a bona fide emergency such as fire, power outages, severe weather conditions and other acts of God, major equipment failure, unexpected communications interruptions, unexpected employee absences, and similar unforeseen or unpreventable events.

2.05 The Plant Committee shall be entitled to meet with the probationary employee for up to forty-five (45) minutes within ten (10) days after completing their probation during normal working hours.

- 2.06 The Company will not contract out work ordinarily performed by a member of the bargaining unit if such contracting out causes the layoff or a failure to recall such member of the bargaining unit who is competent to perform such work.
- 2.07 The Parties agree that every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Company will print sufficient copies of the Agreement for distribution within ninety (90) days of ratification. The format shall be agreed upon with the Union.
- 2.08 Pursuant to this Article, the Union shall, in its capacity as sole and exclusive bargaining agent, be present when requested by the employee and/or either party, for matters relating to discipline, Return to Work programs, and best practice programs related to the Agreement or applicable legislation deemed incorporated therein.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively in the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of some other provision of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:
- (a) maintain order, discipline and efficiency;

- (b) hire, assign, promote, demote, classify, transfer, direct, lay-off, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause provided that a claim by an employee who has successfully completed his probationary period that he has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing the work, and the working establishment of the service.
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- (e) make, enforce and alter from time to time reasonable rules and regulations and Company policies to be observed by the employees, which are not inconsistent with the provisions of this Agreement, and may be the subject of a grievance and dealt with under the grievance procedure.



**ARTICLE 4 - NO STRIKE/NO LOCKOUT**

- 4.01 During the term of this Agreement, it is understood that the Union will not cause, permit, or authorize its members or employees covered by this Collective Agreement to strike, sit down, slow down, or engage in any work stoppage, picketing, or collective activity, which will interfere in any way with the Employer's operations.
- 4.02 During the term of this Agreement, it is understood that no employee covered by the terms of this Agreement shall strike, sit down, slow down or engage in any work stoppage, picketing or collective activity which will interfere in any way with the Employer's operations.
- 4.03 During the term of this Agreement, it is understood that no Union officer or representative shall authorize, encourage, induce, participate in or assist in any such strike, sit down, slow down, work stoppage, picketing or collective activity which will interfere in any way with the Employer's operation.
- 4.04 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.
- 4.05 Any employee engaged in an illegal strike as defined above will be subject to disciplinary action.

## **ARTICLE 5 - UNION SECURITY AND CHECKOFF**

- 5.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from his pay weekly. All employees shall become and remain members of the Union as a condition of employment.
- 5.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, **P.O. Box 9083, Commerce Court, Postal Station, Toronto Ontario M5L 1K1** in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.
- 5.03 The remittance and the R115 Form shall be accompanied by a statement containing the following information:
- (i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;

- (ii) A list of the names of all employees from whom no deductions have been made and the reasons why;
- (iii) This information shall be sent to both the Union address identified in Article 5.02 above, in such form as shall be directed by the Union to the Company.

5.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

5.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

## **ARTICLE 6 – UNION REPRESENTATION**

6.01 (a) The Employer agrees to recognize the right of the Union to appoint or select one Unit Chairperson and up to three (3) Stewards per shift from the bargaining unit for the purpose of representing employees in the handling of grievances. The Company further agrees to recognize one (1) additional steward per shift at all new locations. The Company agrees to add one (1) union steward for every addition of thirty (30) full time regular employees over the base of ninety (90). The additional steward will be added to the shift where the majority of the new employees are working.

(b) The Employer agrees not to unreasonably interfere with

the Stewards in carrying out their required duties provided it does not impair or impede the company's ability to service the customer not to exceed one (1) hour per day.

- (c) The Unit Chairperson and/or the Steward involved in any given grievance must first obtain his supervisor's (or Operations Manager's permission if the supervisor is unavailable) permission before leaving the workplace and to attend grievance meetings. Such permission shall not be unreasonably withheld.
- (d) The Unit Chairperson and/or the Steward and the grievor (except in case of dismissal) in attendance during the Step 2 grievance meeting with the Company shall receive his regular straight time hourly pay for all regularly scheduled straight time working hours lost due to attendance at such grievance meetings. Following the grievance meeting the Chairperson and/or Steward shall return to the balance of their scheduled shift.

The Employer agrees to pay third shift employees up to two (2) hours at the regular straight time hourly rate to attend grievance meetings scheduled with the Employer outside their regular working hours.

The Unit Chairperson will be a paid position for two (2) days per week (16 hours). The second eight (8) hour to be used as two (2) hours at the conclusion of each shift and not as a dedicated (complete) day. In addition, the Unit Chair will perform normal job functions subject to necessary interruptions for performance of Unit Chair duties. The

extra time will be used, at least in part, for the purposes of organizing and distributing overtime. See Letter of Understanding No. 6.

- (e) The Company agrees to provide an office for the Unit Chairperson that includes a lockable filing cabinet, a computer, a telephone with a code to access it and will make arrangements for private consultations as required. The Company further agrees to provide administrative support (secretary) for the use of the Unit Chairperson as needed and as feasible and approved by Project Manager.

6.02 The Union agrees to submit to the Employer in writing on the anniversary date of this Agreement, as well as when any changes occur within Union ranks, an up-to-date list of the then current Stewards and Union Officers.

### 6.03 **Negotiating Committee**

The Company agrees to recognize a bargaining committee consisting of up to four (4) employees, plus the Unit Chairperson, from the bargaining unit for the purpose of amending or renewing the present Agreement. The Union will notify the Company of the name of such committee members as far in advance of negotiations as possible. Each employee member of the bargaining committee shall receive his regular straight time hourly wage for regular scheduled straight time working hours, up to eight hours, lost due to attendance at up to six meetings in negotiating with management that are scheduled during the employee's regularly scheduled working hours and additional compensation as circumstances warrant.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within three (3) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within three (3) working days the employee may proceed with the grievance procedure within five (5) working days following the decision of the immediate supervisor.

### 7.03 Step 1

The Union must submit a written grievance signed and dated by the employee to his immediate supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement, which are alleged to have been violated must be set out in the grievance. The immediate supervisor will deliver his decision in writing within three (3) working days after receipt of

the grievance in writing. Failing settlement the next step of the grievance procedure may be taken.

The Parties shall arrange for a meeting between the Company representatives, Union Officials and the Union Staff Representative (if necessary) as soon as possible.

### Step 2

Within three (3) working days following the decision under Step 1, the Union must submit the written grievance to the Plant Manager (or his designate). Within three (3) working days of the receipt of the grievance by the Employer (or the Union in case of a policy grievance), a meeting shall be scheduled with the Union to be held within thirty (30) days of receipt by the Employer to discuss the grievance at, which meeting the decision maker at Step 1 shall be present.

#### 7.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within five (5) working days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step 2 within thirty (30) working days, it may be submitted to arbitration in accordance with the terms of this Agreement.

However, it is expressly understood, that the provisions of this Article shall not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed. A policy grievance cannot result in a compensatory remedy.

#### 7.05 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within five (5) working days of the event giving rise to the grievances. The nature of the grievance, the remedy sought, and the section or sections of the Agreement, which are alleged to have been violated, must be set out in the grievance. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

#### 7.06 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within ten (10) working days of the employee being notified of his/her discharge. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee, or an authorized Union Official on behalf of said employee. Notwithstanding anything in this Agreement, a probationary employee may be disciplined or



discharged for any reason satisfactory to the Employer as long as the reason is not discriminatory, arbitrary or in bad faith.

- 7.07 No adjustment under the grievance or arbitration procedures shall be made retroactive prior to the date that the grievance was formally presented to the Employer, or if applicable, the date of the alleged violation provided that it does not exceed the time limits set out in Article 7.02.
- 7.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final and binding upon the Employer and the Union and the employee or employees involved.
- 7.09 No Union representative or steward may solicit grievances from employees during the course of their normal duties.
- 7.10 The Company agrees that no employee shall be required to change shifts because of discipline while there are part time, agency or temporary employees on the disciplined employees shift. Should there be no part time, temporary or agency employees to displace, then the disciplined employee will be laid off for lack of work or voluntarily change shifts. This requirement shall be at the employee's sole discretion.
- 7.11 The Employer agrees that discipline shall be given within a fourteen (14) day period following the incident attracting the discipline except in circumstances where the employee is not available in which case the fourteen (14) day period shall be extended accordingly.

## 7.12 **DISCIPLINARY NOTATIONS**

All disciplinary notations shall be removed from an employee's file after twelve (12) months of issue date.

## **ARTICLE 8 - ARBITRATION**

- 8.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing to the other party to this Agreement and shall select, in turn, an arbitrator from the list of six (6) standing arbitrators previously agreed upon by the Parties which list shall be renewed by the Parties on an annual basis. In the event that the arbitrator is unavailable to begin hearings on the case within a reasonable amount of time, not to exceed ninety (90) days, the next Arbitrator in turn shall be selected. The Arbitrator selected pursuant to this Section shall serve as the sole arbitrator.
- 8.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.04 The Arbitrator shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provision for any existing provisions, or to render any decisions inconsistent with the terms and provisions of this Agreement. The Parties agree that the practice of using a single arbitrator shall be continued for the term of this Agreement.

- 8.05 The proceedings of the Arbitrator will be expedited by the Parties hereto and where there is no majority, the decision of the Arbitrator will be final and binding upon the Parties hereto and the employee or employees concerned. The Parties agree that the practice of using a single arbitrator shall be continued for the term of this Agreement.
- 8.06 Each of the Parties hereto will bear the expense of the Nominee appointed by it and the Parties will share equally the fees and expenses, if any, of the Arbitrator.
- 8.07 The time limits set out in both the grievance and arbitration procedures herein are exclusive of Saturdays, Sundays and paid holidays. Such time limits are mandatory and failure to comply strictly with such time limits except by the written agreement of the Parties shall result in:
- (a) if the grievance has not been processed by the Employer within the prescribed time limit, the grievance shall be deemed to be advanced to the next step by the Union within the time limits prescribed.
  - (b) if the grievance has not been processed by the Union in accordance with all of the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned.
- 8.08 The Arbitrator retains the right to review reasonable timeliness on all grievance and arbitrating matters.

**ARTICLE 9 - SENIORITY**

- 9.01 (a) Seniority is defined as the length of continuous bargaining unit employment with the Company since the employee's last date of hire including the probationary period (upon completion) and all the time the employee is on an approved leave or lay-off as provided by this Agreement. Seniority rights as created by this Agreement exist only to the extent expressed herein and do not survive beyond the terms of this Agreement. Seniority shall not prohibit the Company from discontinuing its operation in whole or in part. It also will not prohibit the Company from discontinuing job classification or rearranging duties within a classification.
- (b) All employees shall be employed on a trial basis for a probationary period of ninety (90) calendar days from the date of hiring by the Company. Such probationary period shall be automatically extended by the number of days an employee is absent from work for any reason including but not limited to layoff and sick days and bereavement. It is recognized that the probationary period is part of the Company's evaluation and selection process and that transfer, reassignment or retention of an employee during the probationary period shall remain at the sole discretion of the Company. There shall be no responsibility or obligation for re-employment of employees if they are laid off or discharged during their probationary period. Probationary employees shall be deemed to have no seniority during the probationary period. Upon successfully completing the probationary period an

employee's seniority shall accrue and be considered as beginning with his/her most recent date of hire.

- (c) The probationary period for employees hired through the Agency is waived for all purposes except benefit entitlement. Union dues are to be paid by part time employees.
- (d) An employee who moves from full time to part time will go to the bottom of the part time seniority list but will suffer no loss in full time seniority during such time that the employee works in a part time capacity. At such time that the employee returns to full time status, the employee's seniority date will be determined by adding the accrued amount of seniority that existed at the time of transfer to part time status to the date of return to full time status. The employee shall receive that wage rate and benefit entitlement appropriate for his or her seniority upon return.  
Should a part-time employee move to a full time position their hours on record, from the date of hire shall be converted to 2080 hours per year to determine the new seniority closest to the work day. Likewise, should an employee move to part-time status and in the future return to a full time status, the same formula shall apply to determine seniority closest to the work day.
- (e) When temporary personnel movement is required to meet customer demand or operational requirements it is agreed the junior qualified employee will be the employee displaced where practical.

## 9.02 **Job Vacancies**

- (a) The Parties recognize the right and need of the Company to have and maintain at all times the best qualified work force. The Parties further recognize that job opportunity and security shall increase in proportion to length of service in accordance with the remainder of this Article.
- (b) The Company will attempt to fill permanent job vacancies through the posting process prior to considering outside applicants. Permanent job vacancies, (excluding pregnancy leave, long term disability, workers' compensation and similar approved leaves of absence), will be posted within ten (10) days of being deemed permanent vacancies and shall remain posted for three (3) working days.
- (c) The Employer shall give the preference, if any, to the senior applicant who has the necessary skill, ability, experience, competence and qualifications to perform the job in question. Should no applicant(s) be qualified, the Employer retains the right to hire outside. Any employee awarded a job shall be allowed a trial period of up to the first five (5) working days on the job to demonstrate his or her skill, ability, experience and competence to perform all aspects of the job in a matter satisfactory to the Employer. If either Party deems the new position unsuitable, the employee shall be transferred back to his/her previous job and will not be eligible to reapply for any job for a period of nine (9) months except in cases of shift change or new

jobs acquired due to new business. In such event, the Employer shall then offer the position to the next senior applicant.

- (f) It is agreed and understood the initial posting shall result in no more than three (3) subsequent postings. Thereafter, the Company may fill any vacant positions in its discretion.
- (g) In assessing the skill, ability, experience, competence and qualification to perform the job for the purpose of Article 9.02, the Employer shall not use an employee's experience from prior temporary placement(s) to justify the selection of a less junior employee.
- (h) The Employer agrees to use its best efforts to award and place a successful applicant to the job within ten (10) days.
- (i) An employee selected as a result of a posted vacancy shall not be eligible to apply for a further permanent vacancy for a period of nine (9) months from the date of his selection except in cases of shift change or new jobs acquired due to new business.
- (j) The Employer agrees that workers required to be on light duties on a temporary basis shall not be disqualified from posting to another job.
- (k) The Union shall be supplied with a list of the applicants within ten (10) days of the awards.

### 9.03 **Temporary Vacancies**

- (a) Temporary vacancies lasting twenty-one (21) calendar days or more shall be posted as a temporary vacancy for three (3) workdays.
- (b) Employees wishing to apply for a temporary vacancy shall sign the posting and an employee performing work in a temporary vacancy position shall not apply for another temporary vacancy provision until his temporary assignment is complete. The Employer shall award the temporary vacancy to the senior applicant who has the necessary skill, ability, experience, competence and qualifications to perform such job on an immediate basis.
- (c) Upon completion of the temporary posting employees shall return to their permanent position.
- (d) The Parties agree that the original temporary vacancy plus one subsequent vacancy will be posted.
- (e) Vacancies lasting less than twenty-one (21) calendar days shall be filled at the sole discretion of the Company.
- (f) Employees absent from his or her posted position due to performance of modified duties or absent from his or her posted position due to pregnancy leave, disability leave or WSIB leave of twenty-one (21) calendar days or more shall be considered a temporary vacancy for purposes of section 9.03 (a).



- 9.04 An employee shall lose all service and seniority and shall be deemed to have terminated if he:
- a) voluntarily quits;
  - b) is discharged for just cause;
  - c) fails to notify the Company of his intent to return to work upon recall from lay-off within three (3) scheduled working days or failure to return to work upon recall from lay-off within three (3) scheduled working days after being notified to report to work unless prior arrangements have been made with the Company. Such notification to return to work shall be given by courier (delivery or attempted delivery) and/or by registered mail (delivery or attempted delivery) addressed to such employee at his/her last address filed with the Company. A copy of the letter shall be provided to the Union at the time of the delivery;
  - d) is absent from scheduled work for three (3) or more scheduled workdays without notifying the Employer and without providing a reasonable excuse to the employer. This provision shall not be construed in any way to modify the Company's right to discipline employees for an unexcused absence;
  - e) fails to return to work upon expiration of a leave of absence, or utilizes a leave of absence for purposes other than that for which it was granted;
  - f) seeks or engages in gainful employment while on an approved leave of absence, except when on an authorized union leave of absence;

- g) is laid-off or absent for any reason for a period of the length of service to a maximum of two (2) years as of his last day of work, whichever period is shorter; an employee with 20 years of service will be eligible to a maximum of three (3) years starting Jan 1, 2022.
- h) voluntarily retires, but with the understanding that changes made to the Federal Legislation will apply accordingly.

9.05 The Company shall post on the bulletin board an up-to-date seniority list within fifteen (15) days after the execution of this Agreement and thereafter shall compile and composite an up-to-date seniority list once each six (6) months. In addition, the Company shall furnish a copy of the same list to the Union upon reasonable request. Seniority dates of employees shown on the posted list shall be considered permanently established seniority dates except as may be corrected as a result of a protest filed within thirty (30) calendar days after posting. Such protests shall be confined to names added or deleted since the last posting and errors in copying of the list. Upon timely presentation of the proof of error such error will be corrected. Any assignments made during the period of protest and correction provided herein, may be made on the basis of seniority status as reflected on the seniority list as published without giving rise to any monetary or reassignment obligations on the part of the Company and without recourse to the grievance procedure.

9.06 For all new hires after the date of signing this Agreement, the relative seniority of employees hired on the same day shall be determined by alphabetical order of employees' surname.

9.07 An employee covered by this Agreement who transfers out of the bargaining unit shall lose his or her seniority status and the employee's name shall be removed from the seniority list after ninety (90) working days. The Company agrees to limit temporary supervisor appointments to two (2) occasions during the collective bargaining term.

9.08 **Layoffs and Recall**

The Company shall, in its sole discretion, determine when the layoff or recall of employees is necessary. When the Company decides to layoff or recall employees, it shall lay off employees in reverse order of seniority and recall employees in order of seniority provided that the employees remaining after a layoff and the employees being recalled, as the case may be, have the necessary skill, ability, experience, competence and qualifications to perform the available work.

Notwithstanding the foregoing, the Company may lay off employees for periods of up to five (5) working days as it deems appropriate in its sole discretion and without regard to the seniority of the employees. In the event any lay-off under this particular paragraph extends beyond five (5) working days, the seniority provisions of this Agreement shall immediately apply to all time worked after the five (5) work day period. Any employee who is not properly recalled beyond the five (5) worked day period will be made whole by the Company. This provision shall not be used to lay off employee(s) unless it is a result of an event which has a significant impact on the Employer's operation.

This provision can only be applied when a department and or contract of the employers operation has been forced to cease for a period of not more than five (5) days, requiring those employees to be temporarily laid off.

This provision shall not be used to lay off employee(s) without a curtailment of a portion of the Employer's operation.

An employee that is being displaced as a result of a reduction in the work force shall be required to fill any open position or any temporary positions that hasn't been filled by a senior employee on the shift that they are currently working.

If there are not open positions, then the employee may exercise their seniority on their own shift first starting from the lowest seniority employee on that shift providing they have the necessary skill and ability to perform that job.

Should there be no junior employee on that shift the above procedure shall be repeated on another shift or elect to take a voluntary lay-off.

- 9.09 The Unit Chairperson and Chief Steward shall have top plant-wide seniority in case of lay-off and shall be retained by the Company on work they are willing and able to perform. However the Company will not provide unreasonable training.
- 9.10 Except in the case of a layoff caused by an emergency or other reason beyond the Company's control (including but not limited to a reduction or work caused by a change in the Customer requirements), the Company shall give employees two (2)

working days (Mon-Fri) notice, or two (2) days pay in lieu of notice, of a layoff which is expected to last for longer than five (5) working days. In the event of a layoff, the Company shall provide reasonable assistance to the affected employees applying for employment insurance benefits including seeking the cooperation of Employment Insurance personnel.

- 9.11 An employee who is laid off due to a permanent loss of business will upon recall to perform new work be considered a “new hire”. In all other circumstances, a laid off employee will be considered a regular employee upon recall and not a “new hire”. The offer to an employee to return as a “new hire” shall be voluntary and the employee may elect to retain their regular seniority status.

Permanent loss of business does not include events such as customer temporary plant shutdowns, business interruptions caused by Acts of God such as tornadoes and floods, and business interruptions caused by fire, power outage or other similar events.

## **ARTICLE 10 - BULLETIN BOARDS**

- 10.01 All bulletins to be posted shall be submitted to a manager of the Company prior to posting. Management will designate two (2) bulletin boards including one of the current bulletin boards by the punch clock for use of the Union pursuant to the provision of this Article and one additional bulletin board in all additional locations.

Union notices shall be restricted to the following:

- i) notices of Union recreational and social affairs;

- ii) notices of Union elections, appointments and results of Union elections; notice of Union meetings as well as communications from the Local and/or International Union.

## **ARTICLE 11 – HEALTH AND SAFETY**

- 11.01 (a) The Parties agree to comply with the provisions of the Occupational Health and Safety Act (Ontario), as amended, concerning occupational health and safety matters in the workplace.
- (b) The Company shall allow Union members of the Health and Safety Committee up to one (1) hour preparation time during working hours prior to attending scheduled Joint Health and Safety Committee meetings with the Company, without loss of regular pay.
- (c) Meetings of the Health and Safety Committee shall take such reasonable amount of time as is reasonably necessary to deal with current issues pertaining to health and safety in the workplace.
- (d) The Health and Safety Committee shall meet on a monthly basis.
- (e) The Company agrees that when WSIB or Health and Safety inspectors visit the work place, the employee representatives and Employer representatives of the Health and Safety Committee shall be present.

- (f) The lead Health and Safety representative shall receive up to five (5) hours per week for time spent on health and safety issues otherwise not regularly compensated for.
- (g) Minutes of the Health and Safety Committee meeting shall be alternately taken by the Union side and Management side, review for corrections, copied to all of the members of the Health and Safety Committee from all of the facilities and posted on the bulletin board at all of the facilities.
- (h) Every new employee hired by the Company shall be given instruction on Company Health and Safety Program as part of the new hire orientation. An opportunity will be given to the Union Health and Safety representative to meet with the new employee to highlight the Union's concerns and involvement in plant safety. The Team Leaders shall be required to be trained on appropriate sections of the Canada Labour Code relating to Health and Safety.

#### 11.02 **Safety Shoes**

- (a) For employees who are specifically required by the Company to wear safety shoes, a shoe allowance will be provided. Such employees must wear CSA approved footwear as required. The employee shall purchase CSA approved footwear from a Company approved supplier. The following allowance shall be given as a credit during the term of the Agreement with the employee being responsible for the balance of the cost, if any. The employee must supply proof of purchase. If purchased, it

is mandatory that the shoes be worn at work.

- (b) The Company agrees to reimburse up to one hundred and sixty (\$160.00) dollars towards the purchase of safety shoes annually, this shall include the cost of insoles.
- (c) Safety shoes shall be purchased from a Company approved supplier.
- (d) The Company shall supply, as needed, gloves, winter parkas and reflective safety vest for the use of employees who may be required to work outside from time to time.

### 11.03 **Town Hall/Safety Meetings:**

- (1) The Company has the right to cancel/postpone quarterly town hall meetings with twenty-four (24) hour notice provided it is due to production issues at the Brampton facility plant.
- (2) Employees not attending must request a leave in writing three (3) days before and no disciplinary action will be taken.
- (3) The Company agrees that there shall be no town hall/safety meetings scheduled during inclement weather.

11.04 The Parties agree that quarterly town hall/safety meetings are mandatory and employees are required to attend. It is further agreed the employees will be paid at the applicable hourly rate for the time spent at the meeting at a minimum of four (4) hours.



11.05 The Company agrees to allow union members of the Health and Safety Committee up to ten (10) days in order to attend training courses.

The Company agrees to maintain current practices with regards to compensation for Health and Safety Committee members.

#### 11.06 Early and Safe Return to Work

The Employer and the Union recognize their obligations to participate and cooperate in a process which ensures that employees are provided with medical leaves of absence, as medically necessary, and which also provides for the prompt and effective return to work of those injured and disabled employees to active employment.

1. To qualify for a medical leave of absence of greater than three (3) consecutive work days, an employee must submit to the Company's provider current medical evidence of his/her illness or disability with restrictions, limitations, expected duration and prognosis clearly identified by a duly qualified medical practitioner and any other relevant information required by the provider to offer effective medical case management.
2. The Employer reserves the right to require an Independent Medical Evaluation (IME) by a duly qualified medical practitioner selected from a list agreed by the Employer and the Union, including specialists, to review and evaluate an employee's restrictions and limitations in the following situations:

- (i) An employee returning to work from an extended sickness or injury who has exhausted his/her benefits or an employee who does not return to work who has been denied benefits; or
  - (ii) In the event of unclear or contradictory medical information.
3. Employees shall promptly comply with the request of the Employer to undergo an Independent Medical Evaluation (IME).
  4. The results of the IME are to be determined as one (1) of the following three (3) alternatives:
    - (i) Fit for work with no restrictions, including ability to attend work regularly;
    - (ii) Unfit for work with prognosis for return; or
    - (iii) Fit for work with restrictions (described in detail).
  5. The Employer agrees to provide a copy of the IME results to the employee upon request by the employee.
  6. The Employer will pay the cost of such IME.
  7. The Employer recognizes its duty to accommodate the work or workplace to the needs of the disabled employee injured as a result of an injury (not limited to workplace injury) in order to facilitate an early and safe return to work to the employee's pre-injury employment or other available suitable bargaining unit work.

8. An Early and Safe Return to Work (ESRTW) committee will be established comprised of equal numbers of Union and Company representatives (minimum of four (4) members) to facilitate the accommodation of employees with disabilities as a result of an injury (not limited to a workplace injury).
9. The Company will provide PDA's (Physical Demands Analysis) for the workplace that has been agreed upon by the ESRTW committee.
10. Using the injured workers Functional Abilities Assessment and the workplace Physical Demands Analysis where performed, a mutually agreed upon 3rd party will be used to establish compatibility.
11. The ESRTW committee will arrange a mutually agreed appointment with the injured worker for the purposes of arranging an intake meeting as soon as possible after the Parties receive medical notification that the employee is medically capable of returning to some form of employment. Such intake meeting shall take place within three (3) working days (prior) of the injured worker's return to work, at a time convenient to the employee. This will be unpaid time.
12. The Company reserves the right to claim undue hardship pursuant to Bill 99 (WSIB) Ontario.
13. If the ESRTW committee agrees that reduced hours of work are in the best interest of the employee, the Company shall

accommodate the reduced hours of work modification with a letter of understanding pertaining to the employee.

14.If the ESRTW Committee agrees that a modified job function is in the best interests of the employee, the Company shall accommodate the change to the job function with a letter of understanding pertaining to the employee.

15.For all job postings for which an injured employee applies, such employee shall be given the opportunity to fill the posting, provided their restrictions allow the employee to perform the essential duties of the job posting and is qualified per the applicable Articles of this Agreement. The layoff and recall provisions of this Agreement shall apply in the same manner as if the person had not been disabled.

16.The Company shall provide the necessary education and resources to ensure the effectiveness of the ESRTW committee, including specific training for Union members of the committee through the Ontario Federation of Labour's WSIB Training Project.

11.07 The Health and Safety Committee shall hold a review of the progress of all phases of the Health and Safety Program once every six (6) months.

11.08 Any disputes not resolved by the Health and Safety Committee may be dealt with through the Grievance and Arbitration procedure.

## **ARTICLE 12 - PAID HOLIDAYS**

12.01 (a) The Company agrees that probationary employees who have not completed thirty (30) calendar days are not entitled to pay for a general holiday, all other employees shall receive the following holidays off, with holiday pay on the basis of eight (8) hours of pay at their respective regular straight time hourly rates. The Company agrees to pay the normal scheduled hours of work for Statutory Holidays.

The Company further agrees that an additional paid holiday will be taken on the Friday before Victoria Day unless plant is operational, or it must be used before December 31 of each year beginning in 2006. The Company further agrees that an additional paid holiday will be taken on the Friday before Thanksgiving Day. The Company further agrees that an additional paid holiday will be taken on the Monday after Easter unless the plant is operational.

New Year's Day  
 Good Friday  
 Easter Monday  
 Friday before Victoria Day  
 Victoria Day  
 Canada Day  
 Friday before Labour Day  
 Labour Day  
 Friday before Thanksgiving  
 Thanksgiving Day  
 Christmas Day  
 Boxing Day

CLC regulated holidays 10, CBA lists total 12 days

(b) The definition of the exact dates for each holiday will be

scheduled by the customer serviced under this Agreement. The Parties further agree that pursuant to the provisions of the Canada Labour Code the parties agree to substitute the Friday before Labour Day for Remembrance Day, and substitute the Friday before Thanksgiving for Truth & Reconciliation Day, to be consistent with and to meet the needs of our customer. In the event the customer no longer observes the Friday before Labour Day or the Friday before Thanksgiving as a paid Holiday, another day shall be substituted by the Employer. The employees shall be notified by May 1 of each year of the substituted date.

12.02 Should during one of these paid holidays, a customer schedules work, employees that volunteer for work will be paid (2x) double time plus the regularly scheduled hours at straight time for the paid holiday.

12.03 If at any time the customer schedules work and the work on the paid holiday becomes mandatory for an employee he will be paid double time and will be eligible to take a holiday at a later date paid his regularly scheduled hours times the applicable hourly rate.

12.04 To be eligible for holiday pay the employee must work on the nearest scheduled workday both preceding and following the holiday unless the Company in its sole discretion agrees otherwise. Employees who have worked a full scheduled shift in the preceding two (2) weeks are entitled to holiday pay. Employees who have not worked twelve (12) days in the preceding four (4) weeks are not entitled to holiday pay. Employees on vacation when holidays occur will have their

vacation extended by one (1) day either at the beginning or end of that vacation with the agreement of the Employer.

12.05 Notwithstanding the forgoing, an employee shall not be eligible for holiday pay for any holiday that falls during the employee's absence from work by reason of sick leave, suspension without pay or any other reason other than a leave of absence with or without pay for Union business which has been approved in accordance with this Agreement.

### **ARTICLE 13 - VACATIONS**

13.01 The vacation year is June 1<sup>st</sup> through May 31<sup>st</sup>.

13.02 Employees shall be entitled to vacation days computed on the following basis as of the cut-off date of May 31<sup>st</sup> each year.

- (a) Employees who have completed less than one year of continuous service as of May 31<sup>st</sup> shall be entitled to annual vacation of .833 days for each complete calendar month of service.
- (b) Employees who have completed one or more years of continuous service, but less than six (6) years of continuous service as of May 31<sup>st</sup> shall be entitled to an annual vacation of two (2) weeks.
- (c) Employees who have completed six (6) or more years of continuous service as of May 31<sup>st</sup> shall be entitled to an annual vacation of three (3) weeks.

- (d) Employees who have completed ten (10) or more years of continuous service as of May 31<sup>st</sup> shall be entitled to an annual vacation of four (4) weeks.
- (e) Employees who have completed twenty (20) years or more of continuous services as of May 31<sup>st</sup> shall be entitled to an annual vacation of five (5) weeks.

13.03 Vacation shall not be cumulative from year to year. It shall be compulsory for all employees to take their vacations and they must be taken in the vacation year.

13.04 Vacation pay shall be based upon the employee's regular hourly rate at the end of the vacation year and shall be paid at the rate of four (4%) percent of total wages paid to the employee during the vacation year for employees with less than six (6) years of service as of May 31<sup>st</sup>, and at the rate of six (6%) percent of total wages paid to the employee during the vacation year for employees who have completed six (6) or more years of continuous service as of May 31<sup>st</sup> and at the rate of eight (8) percent of total wages paid to the employee during the vacation year for employees who have completed ten (10) or more years of continuous service as of May 31<sup>st</sup> and at the rate of ten (10) percent of total wages paid to the employee during the vacation year for employees who have completed twenty (20) or more years of continuous service as of May 31<sup>st</sup>. "Total wages" excludes fringe benefits, expenses, and travel allowances.

13.05 Employees who terminate with less than one (1) year of service will receive 4% of total wages paid during their employment. "Total wages" excludes fringe benefits, and expenses or travel



allowances.

13.06 Vacation pay will be paid separately, and an employee will receive his vacation pay prior to the commencement of his scheduled vacation. Vacation pay will be paid in one (1) week blocks.

Vacation pay will be paid out twice annually on December 1<sup>st</sup> and June 15<sup>th</sup>. Should the pay-out days fall on Saturday or Sunday, vacation will be paid out on the Friday immediately before the specified pay out day. Subject to the following:

- i. The employee must be entitled to more than two (2) weeks of vacation in accordance with the Agreement;
- ii. The employee must have accumulated (earned) no less than the equivalent of forty (40) hours pay at the employee's straight time hourly rate.
- iii. If an employee chooses June 15<sup>th</sup> Pay-out ONLY, he or she must make a request in writing prior to September 1<sup>st</sup> of each year;
- iv. The request for vacation pay must be in blocks of one (1) week;
- v. The Company will pay the employee an amount accrued equal to forty (40) hours pay at the employee's straight time hourly rate subject to deductions required by law;
- vi. The accrued amount paid and any required deductions will

be included on the T-4 slip for the tax year in which it was paid and deducted from the amount of vacation pay entitlement from which it was advanced;

- vii. Vacation pay shall be paid by the Employer to the employee no later than June 15<sup>th</sup> of the current vacation year. **“If June 15<sup>th</sup> falls on a Saturday or Sunday then vacation pay will be paid out on the pay day prior to June 15.”**

13.07 It is understood and agreed that vacation time off shall be scheduled during Plant shutdown periods first. It is understood and agreed that no more than two (2) weeks' vacation time off shall be scheduled during Plant Shutdown periods first. For employees with five (5) weeks of vacation, no more than three (3) weeks' vacation shall be scheduled during Plant shutdown periods, but only during the months of June, July, or August. Any excess vacation over and above Plant shutdown periods shall be scheduled by mutual agreement of the Parties.

13.08 The Company reserves the right to determine when vacation will be taken in the event that the employee has not indicated a preference before March 15<sup>th</sup>. Further, the Company will notify all employees of said rule by notice no later than February 1<sup>st</sup> of each calendar year.

13.09 To take earned vacation an employee must have completed six (6) months of active credited service.

13.10 The Company shall notify the Union of the timing of the annual shutdown as soon as possible after its customer has designated

its shutdown provided that the timing of the shutdown may change at any time, including after the giving of such notice, based on the needs of the customer in which event the Company will inform the Union of any such change as soon as possible.

13.11 Company to continue practice of issuing manual cheques; existing employees will be provided an optional direct deposit form; new hire will only be eligible for direct deposit.

13.12 Vacation Pay year-to-date will show on all pay stubs as of the transfer to a new payroll service provider.

13.13 The Company will use its best efforts to allow for scheduling of vacation time in accordance with the following schedule:

(a) Notice to employees of shut down period by February 1;

(b) Employee submission of vacation requests by March 15;

(c) Company response to vacation requests by April 15.

In the event the February 1 notification date is not met, all other time periods shall be similarly adjusted.

## **ARTICLE 14 - WAGES**

14.01 Classifications and wage rates are set out in Schedule "A" attached to this Agreement.

## **ARTICLE 15 - HOURS OF WORK - OVERTIME**

See Letter of Understanding No. 3 re: Three Shift Operation Attached

- 15.01 (a) The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement, nor shall any of the following provisions be construed as a guarantee of work.
- (b) For employees other than truck drivers, standard hours of work shall be eight (8) hours per day and forty (40) hours per week. Standard hours for Truck Drivers defined by the Ministry of Transportation of Ontario and Labour Canada shall be eight (8) hours per day and forty (40) hours per week. Starting and stopping times for all employees shall be scheduled by the Company to meet varying production demands.
- (c) An employee (except Truck Drivers) will receive one and one-half (1-1/2) times the hourly rate for every hour worked in excess of forty (40) hours in one payroll week or in excess of eight (8) hours of one work day. Truck Drivers will receive one and one-half (1-1/2) times the regular hourly rate for every hour worked in excess of forty (40) hours in one payroll week or in excess of eight (8) hours in one work day. All employees will receive a thirty (30) minute unpaid lunch break. (See Letter of Understanding No. 3 –Three Shift Operation)
- (d) It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime and or premium pay.

- (e) The Employer reserves the right to schedule the work, including where necessary, overtime and to assign employees to perform such work as the Employer deems necessary. It is agreed and understood that overtime is mandatory up to forty-eight (48) hours of work per week when required by the Employer. When overtime over forty-eight (48) hours per week is needed Management will ask for volunteers from the top seniority list down on a rotating basis. If there are insufficient volunteers, the Employer will have the right to select employees for overtime from the bottom of the seniority list up. All overtime work will be assigned by classification noted elsewhere in this Agreement in a manner such that Drivers only will be considered for driving assignments, and warehouse employees only will be considered for warehouse overtime. Notwithstanding anything else in this provision with respect to overtime assignments, the overriding requirement is skill and ability within the classification to do the work available.
- (f) Notwithstanding 15.01 (e), the Company agrees that 25% of the employees on each shift and contract, shall be allowed the Saturday off provided that such request for leave be submitted to the Union, who shall provide the request to the Company no later than then three (3) days prior to the required overtime. **The only exception to this being a situation where the utilization of the Saturday leave provision would cause a shutdown of the operations of the facility on the Saturday**". The cap of the program is 25%, however, should more than 25% request leave, the Company may in its discretion, grant

such leave. This shall be done through a Rotating Seniority List. It shall be the responsibility of the Union to administer the program.

- (g) It is expressly understood and agreed that overtime must be authorized by the employee's immediate supervisor before overtime rates become effective.
- (h) An employee will receive one and a half times the regular hourly rate for every hour in excess of forty (40) hours in one week for Saturday work hours. An employee will receive two times the regular hourly rate for every hour in excess of forty (40) hours in one work week for Sunday work hours. An employee will receive two (2) times their normal rate for all hours worked in excess of sixty (60) hours in one (1) week. An employee who works his or her seventh (7th) consecutive shift in one (1) week will receive two (2) times their regular rate for that shift. If an employee's regular shift starts after 8:00 p.m. on Sunday this provision does not apply.
- (i) All regularly scheduled working hours spent on Company approved Union leave shall be deemed to be hours worked solely for the purpose of determining entitlement to overtime pay.
- (j) Short term shutdowns (1 day) due to the Chrysler Brampton facility shutdowns shall be deemed as hours worked in order to qualify for overtime for the bargaining unit.

- (k) It is understood and agreed that employees are only entitled to receive overtime pay for hours worked on a Saturday which are in excess of forty (40) hours in one payroll a week or in excess of eight (8) hours worked in one day. Notwithstanding this, the Parties agree that where an employee would have been entitled to be paid at the applicable overtime rate for work on a Saturday but for the fact that his/her hours in the payroll week do not exceed forty (40) hours worked solely because the employee lost regular hours during that payroll week by reason of downtime at the Customer's plant, then such employee shall be deemed to have worked such hours lost due to such down time not for the purpose of entitlement to payment for such hours, but solely for the purpose of the entitlement to payment of overtime at the applicable rate on Sunday.
- (l) The Company agrees to give two (2) hours notice when feasible of any overtime that is a result of any employees calling off for the next shift. The Company agrees to pay the half hour idle time between shifts provided the employee is in the work place and gets prior consent.

15.02 All employees shall report to work at the beginning of their designated shift to be determined by the Company. Except in the case of a shift change caused by an emergency or other reason beyond the Company's control (including, but not limited to critical manpower shortages and/or unexpected production requirements), the Company shall give employees fourteen (14) days prior notice of a shift change mandated by the Company. Any employee reporting for a schedule shift assignment will be

guaranteed four (4) hours work, or if no work is available anywhere at the discretion of the Employer, will be paid for four (4) hours at the applicable rate. This reporting allowance will not apply:

- (i) to safety meetings where employees shall be compensated in accordance with applicable rates;
- (ii) if an employee has received prior notice not to report for work;
- (iii) where work is not available due to no electricity, fire, flood, weather conditions or any other Act of God.

### 15.03 Break Periods

All employees will be allowed two (2) fifteen (15) minute breaks each shift. The scheduling of breaks will be at such time as to least interfere with production, with one (1) in the first four (4) hours in the work shift and one (1) in the second four (4) hours in the work shift, whenever possible.

### 15.04 Pay Periods

Wages are paid weekly. Pay periods will reflect a week commencing Sunday morning and ending Saturday midnight. Wages will be paid each Thursday. Should a pay day fall on a holiday, cheques will be available on the first regular work day preceding the holiday. Employees must provide written authorization if someone other than the employee is to pick up the pay cheque. Employees being short paid shall receive a



payment not later than Friday following the short pay, however, this shall only apply to short pay amounts of \$50.00 or more. The Company shall implement direct deposit for employees pay at such time as direct deposit is made generally available for Company employees in Canada. The Union has been informed that the Company will be going to Direct Deposit on or about January 1<sup>st</sup>, 2013.

#### 15.05 Call-in Pay

Should for any reason an employee be called in for work on a non-scheduled day he/she will be guaranteed a minimum of four (4) hours pay per occurrence.

#### 15.06 Shift Premiums

Forty (0.40¢) cents – midnight shift

Twenty (0.20¢) cents – afternoon shift

#### 15.07 Training

The Company agrees to provide forklift training a minimum of two (2X) times per year for five (5) employees each time and for a minimum of eight (8) hours.

#### 15.07 Temporary Transfer

Should an employee be asked to work in another classification at the convenience of the Company, they shall keep their classification rate, or assume the higher classification rate so as long as the transfer lasts for four (4) hours or more.

Any Lead hand expected to assume Material Handler duties during the course of the shift shall have the Lead Hand premium placed above the Material Handler rate, regardless of their “home” classification.

## **ARTICLE 16 - BEREAVEMENT**

16.01 In the case of death in the “immediate family” of an employee covered by this Agreement, the employee will be protected against loss of his regular straight time hourly pay for schedule work up to a maximum of three (3) consecutive days prior to and inclusive of the day of the funeral for the purpose of making arrangements for and/or attending of the funeral. The term “immediate family” means the employee’s wife, husband or spouse as defined in the Family Law Act, mother, father, stepparent, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents (including spouse’s grandparents) and grandchildren. And two (2) additional days, unpaid, if requested.

### 16.02 Day of Mourning

The Company agrees that one member of the Union shall be allowed to attend Day of Mourning functions on behalf of the Local for up to eight (8) hours. This shall be on paid time.

## **ARTICLE 17 - MISCELLANEOUS**

17.01 This Agreement shall constitute the entire Agreement between the two Parties and will create no rights or obligations beyond those specifically set forth in this Agreement. All existing

Letters of Agreement or Understanding or any new ones agreed upon shall be incorporated into the Collective Agreement.

17.02 If any provision of this Agreement violates any federal or provincial law or administrative regulation, the remaining provisions shall remain in full force and effect.

17.03 The Union recognizes that a productive and efficient workforce is essential to maintaining Company profitability and competitiveness, which in turn guarantees the employees continued job opportunities. All employees will produce a full day's work for a full day's pay. The Company encourages all employees to suggest how to improve production efficiency, plant safety and working conditions.

17.04 The Company will provide a complete list of employees covered by this Agreement to the Union, when requested, showing their names, dates of hire, length of service, phone numbers and address. Employees have the responsibility of notifying the Employer of any change of address.

17.05 Wherever the MASCULINE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.

17.06 Where the singular is used throughout these Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

17.07 The Company will provide lockers in an approved area.

17.08 It is understood and agreed that tow motor drivers are not included in the warehouse classification and are a separate classification under this Agreement. The Company will, however, endeavour to provide training opportunities to warehouse personnel to learn to become tow motor drivers to a reasonable extent taking into account its need for tow motor drivers and will post permanent vacancies for tow motor driving jobs which become available in the warehouse to provide warehouse personnel with an opportunity to bid on such vacancies in accordance with this Agreement. For clarity, senior qualified employees from any classification may post and be considered for any job vacancy.

#### 17.09 Personal Days

Employees of the bargaining unit shall be allowed one (1) personal day unpaid in every three (3) month period. These days must be requested prior to using them and shall be granted at the Company's discretion. These personal days shall not be included for calculating overtime eligibility and shall not be used for discipline.

17.10 The Company shall provide the Union with a copy of its current policy concerning distribution of overtime.

17.11 The Company shall, effective as soon as practicable following a settlement of all matters in dispute, implement for all non-probationary full-time employees in the bargaining unit a Group RRSP plan pursuant to which employees may, by payroll

deduction, elect to contribute wages to the Group RRSP (subject to Revenue Canada maximums) and the Company shall contribute on an employee's behalf to the Group RRSP an amount equal to 25% of the first 6% of wages which have been contributed by the employee to the Group RRSP.

- 17.12 The Company will abide by all applicable Federal and/or Provincial Statutory requirements.
- 17.13 Employees will be supplied with access to cool drinking water and the Company along with the employees shall strive to keep all rest areas and equipment including but not limited to water fountains, microwaves, etc. sanitary and in good working order.
- 17.14 If the Ministry of Transportation brings in graduated licensing for AZ drivers, the Company will negotiate with the Union, and impact on the current Collective Agreement.
- 17.15 **Employee Involvement Fund:**

The Employee Involvement Fund is budgeted each accounting year at \$50/CN\$65 per employee per year. An AFE is required.

Functions must be open to all employees, although employee involvement for extraordinary events such as start-ups, physical inventories, etc. may be limited to those who participated. **Planned functions limited to one group or category of employees, such as management only Christmas parties, violate the spirit of this Policy and are not allowed.** Spouses of employees are strongly encouraged to attend events, and the planning of events generally should facilitate their inclusion.

In general, purchases and events that are allowed as Employee Involvement are:

1. Summer cookouts/picnics.
2. Holiday and/or Christmas celebrations.
3. Thanksgiving meals/banquets.
4. Coffee and donuts, muffins, bagels, etc. for Safety meetings.
5. Meals, e.g., pizza as recognition for extraordinary events, e.g., start-ups, wall-to-wall physical inventories, etc.
6. Team fees and cost for softball leagues, etc., provided all employees are eligible to be part of the team.

In general, purchases and events other than those described in this policy that are **not allowed** include:

1. Coffee and donuts, bagels, etc., that are **only for** administrative and management staff.
2. Clothing not from an approved Corporate Company clothing suppliers and approved AFE's.
3. Gifts.
4. Gift certificates without AFE approval.
5. Turkeys and hams.
6. Promotional gifts.
7. Alcoholic beverages of any kind.
8. Cash.
9. Any event or purchase that is exclusionary in nature or limited to only certain individuals or groups (when in doubt, consult the Vice President-Quality and Development).

17.16 The Company will provide a weekly roster to the Union of all Agency personnel. Such roster shall provide name, classification, date of CEVA assignment, and part-time or full time and leave replacement designation.

### **ARTICLE 18 - HUMANITY FUND**

18.01 Effective September 4, 1995, the company agrees to deduct from the wages of each employee in the bargaining unit an amount of forty (\$0.40) cents per week prior to the 15th day of the month following, to pay the amount so deducted to the “Humanity Fund” and to forward such payment to the United Steelworkers, National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. The Company agrees to include the employee’s total yearly donation on the employee’s T4 slip as a charitable donation. Charitable tax registration number 0744722-03-13.

### **ARTICLE 19 - HEALTH AND WELFARE**

#### 19.01 EHT

The Company agrees to continue EHT coverage at 100%.

Employees electing coverage under the “Brampton Hourly Union – Reduced Plan design” will receive an additional eighty cents (80¢) in the hourly wage rate for their classification for the year as stipulated by this contract.

The benefit year for 2019 will run April 01 to December 31.  
 The benefit year for 2020 will run January 01 to December 31.  
 The benefit year for 2021 will run January 01 to August 2021.

Employees electing coverage under the “Brampton Hourly Union-Reduced Plan design” must notify Human Resources in writing 30 days prior to the annual enrolment period. If an employee does not enrol during the enrolment period, their coverage will default to the current union benefit plan and they will not be eligible for the additional eighty cents (80¢). Once the employee makes their annual benefit plan selection, the choice remains in effect until the next annual re-enrolment.

See Letter of Understanding No. (10) Summarizing the benefit levels and coverage for employees who opt for the additional \$0.80 on their present classification rate.

## 19.02 Dental

The Company will pay benefits for the following procedures

- |  |      |
|--|------|
| (a) Type I (ex preventive or diagnostic)   | 100% |
| (b) Type II (ex routine restorative)   | 80%  |
| (c) Type III (ex major restorative)  | 50%  |
| (d) Orthodontics--50% coverage with a maximum of \$1750.00 per year, per dependent child. Work must start before 18 <sup>th</sup> birthday and continue no longer than their 21 <sup>st</sup> birthday or 25 <sup>th</sup> if dependant is still enrolled full time in a recognized educational institution. |      |

Type II and Type III procedures are subject to a \$50.00



deductible. Dental benefits for new employees commence after ninety (90) calendar days. Effective August 15, 2005, the Dental Plan shall be amended to provide an increase in the annual maximum benefit from \$1,750 to \$2,000.

### 19.03 Vision Care

The maximum benefit for employees is three hundred and seventy dollars (\$370.00) every 24 months. The family member benefit is three hundred dollars (\$300.00) every 24 months.

### 19.04 Driver Medicals

The Company agrees to reimburse drivers annually, up to one hundred and eighty (\$180.00) dollars for medicals.

### 19.05 Life Insurance

The Company shall provide life insurance coverage for each employee commencing ninety (90) calendar days after the employee's date of hire, in the amount of \$30,000.00 life/\$30,000.00AD&D each year of the operation of this Agreement.

### 19.06 Weekly Indemnity – **100% Employer Paid Benefit**

(1) This benefit will not apply to you if you are a part-time employee.

(2) 66-2/3% of weekly earnings rounded to the next higher

\$1.00 (if not already a multiple) up to a maximum of \$1,000.00 or if greater, an amount equal to the maximum employment insurance benefit.

- (3) The Weekly Indemnity Benefit will provide you with regular weekly income while you are absent from work for brief periods of disability that occur while you are insured under this benefit. To qualify for benefits, you must be under the regular and personal care of a physician and your disability must prevent you from performing your regular job.
- (4) Payments will commence after the elimination period of three (3) days for accident or illness and will continue as long as you remain disabled, up to the maximum benefit period shown in the Benefit Schedule.
- (5) If you continue to be insured while on maternity or parental leave and you become totally disabled while on such leave, the elimination period of that disability will begin the day you are scheduled to return to work, provided you are still unable to work on that day due to the same disability.

#### 19.07 Reduction of Benefit

Your weekly benefit will be reduced by any amount payable to you as a result of your disability under:

- (a) Any Workers' Compensation Act (or similar legislation);  
and

- (b) If the benefit period of this plan exceeds twenty-six (26) weeks, the Canada, or Quebec Pension Plan (excluding benefits for dependents and any subsequent increase in benefits due solely to cost of living).

Your benefit amount will also be reduced by any indemnity for loss of time payable to you under the Quebec Automotive Insurance Act, the Ontario Motorist Protection Plan or any other no-fault automobile insurance plans indicated in the group policy.

#### 19.08 Limitations

No payments will be made:

- (a) During a formal maternity or parental leave as provided by law.
- (b) During a maternity leave:
- Beginning on the earlier of the elected date and the date of birth of your child; and
  - Ending on the earlier of the elected date of return to work and the actual date you return to work with your Employer; (you and your Employer dates that are mutually agree to elected dates).
  - During a parental leave as mutually agreed to by you and your Employer.

19.09 No payments will be made during a period ~~during~~ which you are entitled to any group ~~long~~ term disability payments.

### 19.10 Exclusions

No payments will be made for any disability resulting directly or indirectly from:

- (a) intentionally self-inflicted injuries while sane or insane;
- (b) war (declared or not), military service, or participation in a riot, insurrection or civil commotion;
- (c) committing, or attempting to commit a criminal offence;
- (d) medical or surgical care which is cosmetic but excluding cosmetic care required as a result of an accident sustained while insured; or
- (e) any gainful employment, if at the time of commencement of total disability, you were eligible for, but not insured for, coverage under any Worker's Compensation Act, (or similar legislation).

### 19.11 Recurrent Disability

If, within 14 days of returning to work you are again disabled due to the same or related cause, payments for the balance of the benefit period will resume immediately.

### 19.12 Extension of Benefit After Termination

If you are disabled on the date your insurance terminates, you

will continue to be covered for that disability as if the benefit were still in force, provided the disability continues uninterrupted and premiums continue to be remitted.

### 19.13 How to Claim Benefits

Claim forms are available from your Employer and should be submitted to The Insurance Company within 60 days of the date your disability commenced. Proof of a continuing disability will be required from time to time.

### 19.14 Dispensing Fee for Prescription Drugs

Each full-time employee is entitled to a Prescription (PC) Card. For each prescription drug purchased, the card must be given to the Pharmacist and a deductible of \$2.00 paid. The Company shall pay up to \$10.00 of the dispensing fee for prescription drugs and the Employee must pay the amount of each dispensing fee in excess of \$10.00. There are no other charges, and the PC card may be used as many times as necessary throughout the year. Prescription card benefits for new employees commence after ninety (90) calendar days.

19.15 Effective January 1, 2016, the drug plan will cover prescription drugs up to the lowest-cost equivalent. This means that if a generic drug exists and the employee chooses to buy the brand name drug instead, the drug plan will only reimburse up to the eligible cost of the generic drug, even if the doctor says no substitution.

19.16 It is understood and agreed that only full-time employees who

have successfully completed the probationary period shall have access to the benefit plans in this Article as provided by the insurer and outlined in the benefits booklet. The employer may substitute another carrier provided the benefit levels remain the same.

19.17 For employees who have completed the probationary period, coverage under the aforementioned benefit plans shall continue during a period of layoff to the end of the second calendar month following the month of the layoff and during a period of absence due to illness, to the end of the third calendar month following the calendar month of the commencement of such absence.

19.18 Employees that voluntarily retire shall receive benefits to the end of the second calendar month following the month of retirement.

#### 19.19 Semi-Private Coverage

The Company will provide Semi-Private hospital coverage for all employees and their family members.

#### 19.20 Paramedical

The Company agrees to pay 50% of the combined costs of chiropractic, physiotherapy, or massage therapy to a maximum of \$500 per calendar year for the employee only.

19.21 Effective January 1, 2016, drug management features have been introduced to the drug plan (maintenance drugs, mandatory participation in the preferred provider network (PPN) for specialty drugs, health case management and conditional

formulary). These features are detailed in the employee benefit booklet.

#### 19.22 Hearing Aids

The maximum benefit for employees is five hundred dollars (\$500.00) every 36 months with prescription.

### **ARTICLE 20 - JURY DUTY**

20.01 Each seniority employee who is summoned to and reports for jury duty, or as a court witness, as prescribed by applicable law (subject to the eligibility requirements in (a), (b) and (c) shall be paid by the Company the difference between the employee's regular base rate, exclusive of premiums for the number of hours up to eight (8), regardless of shift, that he otherwise would have been scheduled to work and the daily jury fee paid by the Court (not including travelling allowance or reimbursement of expenses). The Company's obligation to pay an employee for jury duty under this Section is limited to a maximum of thirty-five (35) days in any calendar year and in order to receive payment under this Section, an employee must meet all the following eligibility requirements:

- (a) The employee shall have given twenty-four (24) hours' notice to the Company that he has been summoned for jury duty.
- (b) The employee shall furnish satisfactory evidence to the Personnel Manager that he reported for and performed jury duty on the days for which he claims payment.
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.

## **ARTICLE 21 – LEAVE OF ABSENCE**

### 21.01 Personal Leaves

An employee may be allowed a maximum of thirty (30) calendar days leave of absence once over the life of the Agreement without pay for personal reasons if:

- (a) They request it in writing from Management.
- (b) The leave is for a good reason, except in emergencies when leave shall be granted in any event. An employee requesting such a leave should give as much notice as possible and except for emergencies must make his request at least fourteen (14) days prior to the date upon which leave is to commence.
- (c) Not more than three (3) employees from the plant and not more than one (1) employee from any one (1) department may be on such leave of absence at any one time for personal reasons.
- (d) Shift switches will only be allowed for a period of up to ninety (90) calendar days per year, per person, upon Company approval.

21.02 An employee shall not be granted a leave of absence for the purpose of taking other employment and the employee shall be deemed to be terminated if he accepts other employment during the leave of absence.

21.03 A leave of absence may be extended for additional time or additional leave may be requested in emergencies if the circumstances are beyond the control of the employee. The



employee must request this extension in writing, or by another communication means, as soon as possible prior to the termination of their leave. The approval by the Company will not be unreasonably withheld.

21.04 The Unit Chairperson will be notified of all leaves granted under this section.

21.05 Union Leave of Absence

- (a) Employees who have been elected or appointed by the Union shall be granted an unpaid leave of absence by the Company to conduct Union business and to attend Union conventions or conferences. This leave will be limited to a total of five (5) employees at any one time.
- (b) The Unit Chairperson may apply in writing to the Contract Manager of the Company to take Union leave without pay for the purposes of attending Union sponsored conventions, seminars, or training sessions. Such application must, whenever possible, be made at least four weeks in advance of the proposed leave. The Contract Manager shall not unreasonably deny the leave application taking into account operational needs. The Unit Chairperson may take up to a maximum of sixty (60) working days of such leave without pay per calendar year.
- (c) Union leaves for the Unit Chairperson or Chief Steward for the purpose of employment with the Union for periods of up to three (3) years may be requested by the Union Staff representative or the Local Union president. Any such leaves, which are granted in writing by the Company,

shall be without pay or benefits but without loss of Seniority. The employee on such leave may not be employed elsewhere, other than directly by the Union, during such leave. Such employee may cancel such leave and return to his prior job with the Company upon providing the Company with at least four (4) weeks written notice.

21.06 The Union will notify the Company in writing, as early as possible, but not later than five (5) days prior to the start of the leave, of the names of the employees requiring leave, except in cases of emergency where the leave shall be granted in any event. Seniority, Group RRSP Plan and all other benefits will accumulate during such period.

21.07 The Company agrees to continue the pay of any employees absent from work on Union business and the Union will reimburse the Company for such wage payment upon receipt of a monthly statement. A leave of absence form must be completed and authorized by the Union and Company prior to any absence for Union business. The Union agrees to save the Company harmless from any liability arising from making the payment hereunder.

## **ARTICLE 22 – ANTI-SEXUAL & ANTI-RACIAL HARASSMENT POLICY**

22.01 The Employer and employees shall maintain a working environment which is free from sexual and/or racial harassment. Harassment is a form of unlawful discrimination. For these purposes the term “harassment” includes but is not necessarily limited to:

- Demanding or requesting sexual favours with an implied threat or overt threat concerning the terms or conditions of someone's employment.
- Unwelcome sexual advances or propositions made by a person who knows or ought reasonably to know that such attention is unwanted.
- Verbal comments, including joking or teasing about someone's body clothing or sexual activity.
- Unwelcome physical contact, implied or expressed promise of reward for complying with a sexually oriented request.
- Repeated demeaning of a person or persons on the basis of a prohibited ground.
- Sexual and/or racial remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.
- Company agrees to negotiate formation of a committee within forty (40) days of effective date of contract.

## **ARTICLE 23 – WSIB PROCEDURE**

23.01 The Company will provide the injured worker with the “WSIB Functional Abilities” form to take to the treating physician. Upon return of the form the Employer will attempt to provide such suitable and meaningful work as is available.

### 23.02 Payment for Injured Employees

In the event that an employee is injured in the performance of

his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages for the remainder of his shift. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the workplace and/or to his home if necessary.

23.03 An Early and Safe Return to Work Committee to be put in place with equal representation from the Union and Management. The purpose, structure, rules and responsibilities, etc., to be negotiated. The ESRTW Committee will be formed within thirty (30) days of ratification.

**ARTICLE 24 - DURATION**

24.01 This Agreement shall remain in effect up to and including August 15, 2024. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.

DULY EXECUTED BY THE PARTIES HERETO AT BRAMPTON, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

FOR THE COMPANY

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FOR THE UNION

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## SCHEDULE "A"

## WAGES

## ANNUAL INCREASE PROGRESSION (FULL TIME) TOP RATE 100%

Classification	Aug 16, 2021	Aug 16, 2022	Aug 16, 2023
Warehouse	\$22.71	\$23.71	\$24.71
Material Handler	\$23.03	\$24.03	\$25.03
Driver	\$24.25	\$25.25	\$26.25
Maintenance	\$24.25	\$25.25	\$26.25

Team Leaders will be paid \$ 1.50 per hour above the regular rate of pay.

Employees opting-out of the Company paid health plan will receive eighty cents (80¢) per hour above the regular rate of pay in the year that they opt-out.

## NEW HIRE WAGE PROGRESSION (FULL TIME)

Classification	0-12 months (85%)	13-24 months (90%)	25+ months (100%)
Warehouse	\$19.30	\$20.44	\$22.71
Material Handler	\$19.58	\$20.73	\$23.03

**Driver – Hourly – Full-Time**

The rates of pay for driver-hourly full-time employees during the first twelve (12) months of employment with the Company shall be at the following percentage of the above noted rate of pay for driver-hourly full-time employee:

## AZ Driver NEW HIRE WAGE PROGRESSION (FULL TIME)

Classification	0-6 months (95%)	7+ months (100%)
Driver	\$23.04	\$24.25

An employee who is laid off due to a permanent loss of business will upon recall to perform new work be considered a "new hire". In all other circumstances, a laid off employee will be considered a regular employee upon recall and not a "new hire". The offer to an employee to return as a "new hire" shall be voluntary and the employee may elect to retain their regular seniority status.

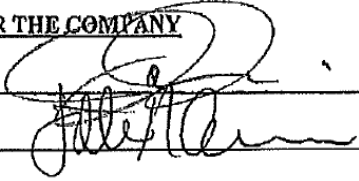
Permanent loss of business does not include events such as customer temporary plant shutdowns, business interruptions caused by Acts of God such as tornadoes and floods, and business interruptions caused by fire, power outage or other similar events.

LETTER OF UNDERSTANDING NO. 1

RE: OVERTIME

CEVA Logistics will, if necessary, during the currency of this collective agreement apply for a Ministerial permit for excess hours or "overtime" pursuant section 176 of Canada Labour Code Part III.

FOR THE COMPANY



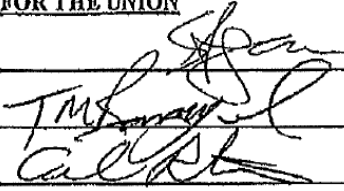
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FOR THE UNION



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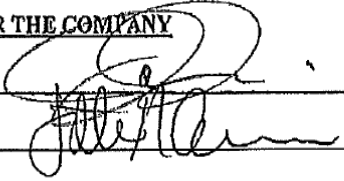
**LETTER OF UNDERSTANDING NO. 2****RE: USE OF AGENCY PERSONNEL**

1. It is understood and agreed that the Company's primary mandate is to maintain a work force sufficient in numbers to serve the needs of the customer, which are paramount, at all times. It is also recognized that the needs of the customer may fluctuate from time to time and the Company must be able to meet these fluctuating needs.
2. It is recognized that the Company has, in the past, used individuals supplied by an Agency for driving purposes and/or warehouse purposes and shall continue to do so subject to the terms of this Letter of Understanding.
3. It is agreed and understood that individuals supplied by an Agency for driving and/or warehouse purposes are not employees of CEVA LOGISTICS Canada, ULC pursuant to the terms of any labour legislation or this Collective Agreement, either directly or indirectly. Individuals supplied by an Agency are therefore not covered by the terms of this Collective Agreement and are not entitled to any of its provisions.
4. It is agreed and understood that the operation of this Letter of Understanding shall not result in any overtime or other premium pursuant to the terms of the Collective Agreement for any employees of the Company, except as expressly provided for herein.
5. It is agreed and understood that based on the Company's primary mandate stated above, the use of agency individuals will be restricted to the extent necessary to maintain a sufficient workforce as determined by the Company to meet the customer needs, as they may fluctuate from time to time. Agency personnel will therefore be utilized in cases of illness, vacation, workers compensation leaves, pregnancy and parental leave, personal leaves of absence or any other absence from the workforce which leaves the Company short of necessary personnel to meet the Customer's needs. Agency personnel shall also be used in circumstance where, despite the Company's efforts it is unable to recruit sufficient personnel determined by the Company to meet its needs.
6. The parties agree that any given Agency individual will be utilized to a maximum of three (3) continuous calendar months. This restriction shall not apply to an individual supplied by the Agency to replace an employee on pregnancy/parental leave or on a workers' compensation leave. At the beginning of the three continuous calendar month period, the Agency individual will be given the opportunity to apply for a position. If not accepted by the Company in its sole discretion, the Agency individual will be returned to the Agency at the end of the third continuous calendar month period. For current Agency individuals the three (3) month period shall commence on the date of signing the new Collective Agreement.
7.
  - (a) If an employee is absent for any reason, except in the case of a permanent vacancy, the Employer will first make an offer to a part-time employee in the classification required by the employer who is not scheduled to work the required shift. The part time employee's hours shall not exceed the maximum hours permitted by the Ministry of Transportation of Ontario and/or Labour Canada.
  - (b) If no part-time employee is available to work the Employer will give the opportunity to an Employee in the classification required by the Employer to cover for his relief, and to continue to work beyond his regular shift into the next shift to the extent that such additional hours, together with that employee's scheduled hours for that week do not exceed the maximum hours permitted by the Ministry of Transportation of Ontario and/or Labour Canada.
  - (c) Once paragraphs (a) and (b) have been applied, additional hours not covered shall be covered by the use of agency personnel.
  - (d) In the event of a permanent vacancy, the Employer will cover the hours by applying (b) (only Full Time Employees) and then (c) (Agency individuals) above.



8. It is agreed and understood that this Letter of Understanding supersedes any and all settlements and/or arbitration awards concerning the use of agency personnel and in particular an award of Roger Young dated November 24, 1993 incorporating a settlement dated November 18, 1993. It is also agreed and understood that grievances 202, 204, 92994 and 111694 and any continuing grievances that are incorporated into these grievance currently before Roger Young are hereby withdrawn by the Union and the Company is under no liability whatsoever with respect to the issues raised in these grievances.

FOR THE COMPANY



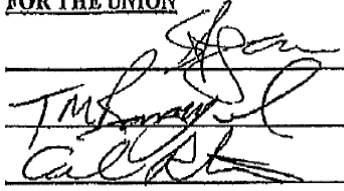
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FOR THE UNION



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**LETTER OF UNDERSTANDING NO. 3**

**RE: ARTICLE 15 – HOURS OF WORK – OVERTIME**

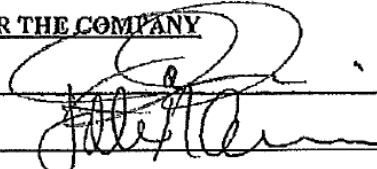
**THREE SHIFT OPERATION**

It is acknowledged and agreed by the Parties that the Company has the management right to, from time to time, schedule different hours of work and shifts in order to meet its obligations to its customers. The Company has informed the Union of the necessity of implementing a three-shift operation replacing the current two-shift operation, effective in or about July, 1998 on an indefinite basis. To this end, while the three-shift operation is in effect, all of the existing provisions of Article 15 – Hours of Work – Overtime of the Agreement shall continue to apply, subject to the following provisions which shall apply to give effect to the three shift operations:

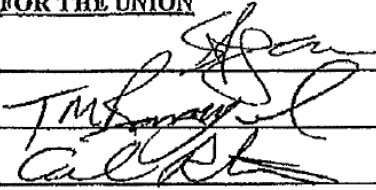
1. There shall be a continuous operation of three eight (8) hour shifts, Monday to Friday with starting and quitting time to be as determined by the Company from time to time.
2. While on the three-shift operation, all affected employees will be allowed on each shift two (2) ten (10) minute paid breaks and a twenty (20) minute paid meal break, with all breaks to be scheduled by the Company at such times as to least interfere with productions on the same basis as breaks as scheduled pursuant to Article 15.03.
3. The Company may, at any time, terminate the three (3) shift operation in which case the provisions of this Letter of Understanding will cease to apply until such time as the Company chooses to resume the three-shift operation.

NOTE: The forgoing hours of work do not have to apply to all employees. For example, certain truck drivers will continue to work shifts of ten (10) hours or more including a thirty (30) minute unpaid meal break.

**FOR THE COMPANY**

  
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**FOR THE UNION**


  
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LETTER OF UNDERSTANDING NO. 4

RE: WAGES HOLDBACK

If the Company should go to an additional week hold back of wages, the Company and the Bargaining Committee will agree to negotiate on how to transition this change. Both Parties must agree on the method before any change can be made.

FOR THE COMPANY



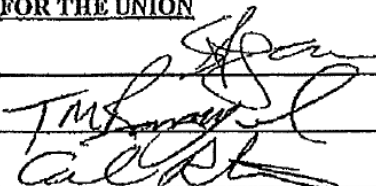
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FOR THE UNION



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**LETTER OF UNDERSTANDING NO. 5**

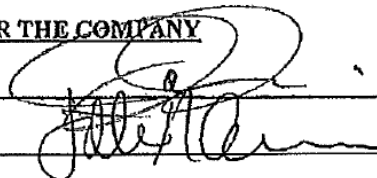
**RE: MODIFIED WORK PROGRAM**

This Agreement shall form part of the Collective Agreement, effective June 2003.

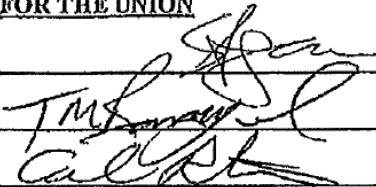
Whereas, the Company has advised the Union that it intends to accommodate injured workers that are participating in the Modified Work Program.

1. The Parties hereby confirm their agreement that such injured workers will be eligible to work during mandatory production days. Mandatory production days may include Saturday and Sunday production.
2. Both Parties agree that it is the responsibility of the injured worker to provide the Employer with Functional Abilities information to support the injured workers in working more than 40 hours.
3. Should an injured worker have their medical restrictions change, they must provide an updated medical form stating this.
4. Injured workers requesting scheduled days shall be required to complete a "Request for Leave" form to be submitted to their supervisor for approval.

**FOR THE COMPANY**

  
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**FOR THE UNION**

  
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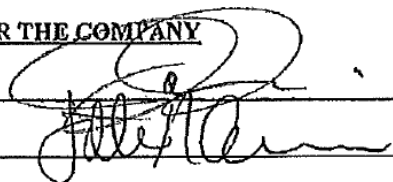
**LETTER OF UNDERSTANDING NO. 6**

**UNIT CHAIRPERSON**

While the Company agrees to provide the Unit Chairperson two paid days per week for administrative and other purposes, the Parties recognize that spikes or surges in Union business may require additional time off. The Parties agree to meet and discuss the potential for additional time off and make best efforts to accommodate the requirements.

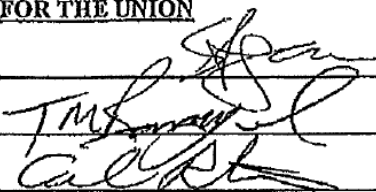
The Union also acknowledges its role in assisting in the financial burden this may impose and will, from time to time, absorb reasonable costs that flow from these requests.

**FOR THE COMPANY**



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**FOR THE UNION**



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**LETTER OF UNDERSTANDING NO. 7**

**TEAM LEADERS**

Whereas, CEVA Logistics CANADA, ULC. (“CEVA” the “Company” and United Steelworkers (the “Union”) are parties to a Collective Bargaining Agreement that expires on August 15, 2021; and

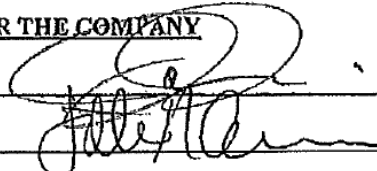
Whereas CEVA and the Union desire to add to the scope of the Collective Bargaining Agreement to encompass CEVA hourly employees performing a Team Leader role on behalf of CEVA;

THEREFORE, CEVA AND THE UNION AGREE AS FOLLOWS:

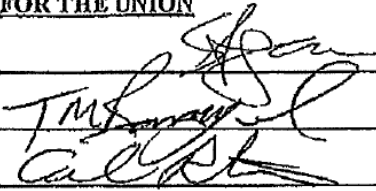
1. Schedule “A” of the Collective Bargaining Agreement is hereby expanded to include an additional hourly classification for Team Leaders. CEVA and the Union agree that hourly rate for this classification will be \$1.50 per hour premium over the normal hourly base rate of the employee chosen for the Team Leader positions. The premium hourly rate will remain effective for the duration of the time that the employee actively performs the Team Leader job function.
2. Team Leader positions will be posted, and participation will be voluntary. Positions will be awarded on the basis of necessary skill, ability, experience, competence and qualifications to perform the job.
3. Team Leader positions will be for a term of nine (9) months and will rotate when possible and to the extent we have qualified internal candidates through the posting process. Notwithstanding this, the Company reserves the right to rescind a position based on performance.
4. Team Leaders shall have no authority to promote, demote, discipline, or otherwise engage in any activities normally deemed management rights, except to facilitate the completion and organization of work and to direct the working forces as required.
5. Plant overtime requirements and fulfilment will be filled according to the current Overtime Policy.
6. All remaining provisions of the Collective Bargaining Agreement and Letters of Understanding reached by the Parties will remain in full force and effect during the life of this Letter of Understanding and are in no way modified, waived or amended except as expressly provided for herein.

WHEREAS, THIS LETTER OF UNDERSTANDING HAS BEEN EXECUTED BY DULY AUTHORIZED REPRESENTATIVES OF CEVA AND THE UNION.

**FOR THE COMPANY**

  
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**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING NO. 8**

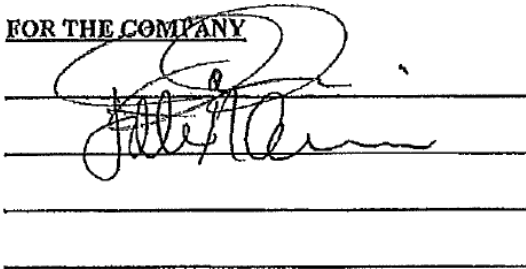
**PART-TIME EMPLOYEES**

It is understood that from time to time, the use of part-time employees will be necessary provide the Company the flexibility it requires to manage spikes in volume and other unforeseen events including, but not limited to: new inventory or product, changing customer demands, absences of determinate or indeterminate length, coverage for training purposes, etc. However, part-time employment shall not be used as a substitute for full-time employment, nor shall part-time employees be utilized in a manner that bypasses provisions of the collective agreement such as job postings, overtime distribution, vacation entitlement, etc.

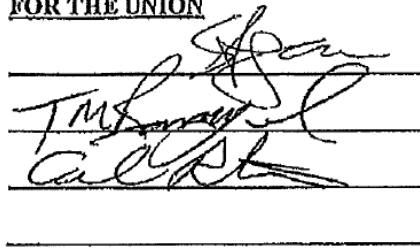
Part-time employees will be employees of CEVA and also members of the United Steelworkers Local 9042 and, as such, bring a greater degree of commitment to both Organizations than would agency or Contract workers. However part-time employment/membership is subject to the following terms or conditions:

1. Part-time employees (“PTEs”) have seniority only amongst other PTEs and can never have more seniority than full-time employees (“FTEs”) can
2. PTEs accrue part-time seniority by hours actually worked. PTEs are subject to the probationary period described in the collective agreement, which will be 90 days.
3. Should a PTE successfully bid into a full-time position, their full-time seniority would be calculated by dividing their total hours by 2080. For clarity, if a PTE had accrued 3000 hours and then posted into a full-time position, they would be credited with 1.4 years of seniority for the purposes of their full-time seniority standing.
4. PTE’s rate of pay shall be equal to their full-time counterparts, including where FTEs are on a wage progression measured in calendar months. For clarity, if a FTE earns a certain rate due to attainment of, for example, 18 months of service, then a PTE with 18 months of service would earn the same rate regardless of the amount of hours that PTE had accrued.
5. PTEs shall not be entitled to benefits except as specifically outlined in this Letter of Understanding.
6. PTEs shall only have access to Union representation including the Grievance Procedure, but only insofar as it relates to the terms, conditions, and limitations of this letter.
7. Should any significant unforeseen circumstances or situations arise with respect to PTEs that were not possible for the Parties to predict during collective bargaining and that appear to conflict with stated intent of the Parties during negotiations, best efforts will be made to rectify said situations, up to and including modification of this letter.

**FOR THE COMPANY**



**FOR THE UNION**



**LETTER OF UNDERSTANDING No.9**

**RE: OVERTIME DISTRIBUTION**

In the interest of equalizing opportunity for “out of department: overtime distribution, the Parties, during the negotiations of 2018, arrived at the following protocol:

When overtime is required, and the following shall apply the following will apply:

- “Man on the Job” in the following departments – ILC, Bulk, SPD, CMC, Cross Dock
- Departmental
- Outside Department


The Union will provide a list comprised on employees who have signed up as available for overtime outside their departments.

People will be chosen by classification, skill, ability, and seniority based on a rotating basis

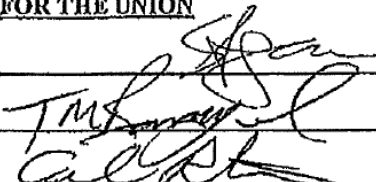
List will be updated as required

- Outside Building (Bramtree)
- Part-time

**FOR THE COMPANY**

  
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**FOR THE UNION**

  
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## LETTER OF UNDERSTANDING NO. 10

**Brampton Hourly Reduced Plan Design**

Whereas CEVA Logistics CANADA, ULC. ("CEVA" the "Company" and United Steelworkers (the "Union") are parties to a Collective Bargaining Agreement that expires on August 15, 2021, and

Whereas CEVA and the Union desire to add to the scope of the Collective Bargaining Agreement a " Brampton Hourly Union Reduced Benefit Plan Design"

THEREFORE, CEVA AND THE UNION AGREE AS FOLLOWS:

The following are benefit levels and coverage for employees who opt for the additional \$.80 on their present classification rate

Health Divisions	Logistics Brampton Hourly Union - Reduced Plan + \$0.80
<b>Health</b>	
<b>Drugs – Plan Details</b>	
Deductible/Dispensing Fee	\$2 per prescription plus dispensing fee over \$10
Coinsurance	70%
<b>Supplementary Health Care</b>	
Deductible	No Coverage
Coinsurance	
Hospital Accommodation	OHIP
Paramedical Practitioners	No Coverage
Orthotic/Orthopaedic Shoes	No Coverage
Hearing Aids	No Coverage
Nursing Care	No Coverage
Vision Care	No Coverage
<b>Out-of-Province/Country</b>	
Coinsurance:	100%
Emergency Maximum	\$2,000,000 per incidence
Number of Days Limited	90 days
Termination	Age 75
<b>Dental Divisions</b>	<b>Logistics Brampton Hourly Union - Reduced Plan + \$0.80</b>
<b>Dental Care</b>	
Deductible	Nil
<b>Coinsurance</b>	
Basic Services	70%
Major Restorative	No Coverage
Orthodontics	No Coverage
<b>Maximum</b>	
Basic Services	\$1,000 per calendar
Major Restorative	No Coverage
Orthodontics	No Coverage
<b>Fee Guide</b>	
Recall Examinations	1 year lag
Termination	9 months
	age 75

Insured Divisions	Logistics Brampton Hourly Union - Reduced Plan + \$0.80
<b>Short Term Disability</b>	
Benefit Schedule	66.6% of weekly earnings
Maximum	The greater of \$1,000 or EI max
Elimination period Accident/Hospital/illness	3 days
Benefit Period	26 weeks
Termination	Age 70
Benefit Reduction	
Tax Status - Taxable	
<b>Life</b>	
Benefit Schedule	Flat \$25,000.00
Maximum	\$25,000.00
Benefit Reduction	Reduces 50% at age 65
Termination	75
<b>AD&amp;D</b>	Equal to life
Termination	Age 75

WHEREAS, THIS LETTER OF UNDERSTANDING HAS BEEN EXECUTED BY DULY AUTHORIZED REPRESENTITIVES OF CEVA AND THE UNION.

**FOR THE COMPANY**

*[Handwritten Signature]*  
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**FOR THE UNION**

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