



COLLECTIVE AGREEMENT

BETWEEN

ROBINSON SOLUTIONS INC.

AND

UNIFOR AND ITS LOCAL 2163

Effective: March 20, 2017

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TABLE OF CONTENTS

ARTICLE 1—GENERAL PURPOSE	1
ARTICLE 2—RECOGNITION.....	1
ARTICLE 3—MANAGEMENT RIGHTS.....	2
ARTICLE 4—UNION REPRESENTATION	2
ARTICLE 5—NO STRIKES OR LOCKOUTS.....	4
ARTICLE 6—GRIEVANCE PROCEDURE.....	4
ARTICLE 7—ARBITRATION OF GRIEVANCES	5
ARTICLE 8—UNION SECURITY.....	6
ARTICLE 9—SENIORITY.....	6
ARTICLE 10—LOSS OF SENIORITY	7
ARTICLE 11—LAYOFF AND RECALLS	8
ARTICLE 12—CONTRACTING OUT.....	9
ARTICLE 13—PAID HOLIDAYS.....	9
ARTICLE 14—HOURS OF WORK	10
ARTICLE 15—VACATION WITH PAY	15
ARTICLE 16—PAY DAY.....	17
ARTICLE 17—LEAVES OF ABSENCE	18
ARTICLE 18—JURY DUTY.....	18
ARTICLE 19—BEREAVEMENT	18
ARTICLE 20—ADMINISTRATION OF DISCIPLINE	19
ARTICLE 21—JOB POSTINGS	19
ARTICLE 22—BULLETIN BOARDS.....	21
ARTICLE 23—HEALTH AND SAFETY.....	21
ARTICLE 24—BENEFITS	23

ARTICLE 25—MATERNITY/ADOPTION LEAVE	25
ARTICLE 26 - GENERAL	25
ARTICLE 27—PENSION	26
ARTICLE 28—WAGES AND CLASSIFICATIONS	26
ARTICLE 29—DURATION	27
APPENDIX A—PART TIME EMPLOYEES	28
APPENDIX B—CASUAL PART TIME EMPLOYEES	30
APPENDIX C—HUMAN RIGHTS	31
LETTER OF UNDERSTANDING—MEDICAL NOTES	32
LETTER OF UNDERSTANDING—MEDICAL ARBITRATION	32
LETTER OF UNDERSTANDING—VACATION BLACKOUT – SUMMER SHUTDOWN	32
LETTER OF UNDERSTANDING—CALL BACK.....	32
LETTER OF UNDERSTANDING—SHIFT CHANGES	33
LETTER OF UNDERSTANDING—WI BENEFITS	33
LETTER OF UNDERSTANDING—MISCELLANEOUS	34
LETTER OF UNDERSTANDING—REGISTERED PENSION PLAN	34
LETTERS OF UNDERSTANDING—SENIORITY POSTING	35
LETTER OF UNDERSTANDING—ULTRA-HIGH & VACUUM TRUCKS	35
LETTER OF UNDERSTANDING—PERSONAL CLOTHING.....	35
LETTER OF UNDERSTANDING—TRANSITION OF EXISITING JANITORIAL TEMPORARY EMPLOYEES.....	35

ARTICLE 1—GENERAL PURPOSE

- 1.01 Robinson Solutions Inc. (“the Company”) and Unifor Local 2163 agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and to set forth herein the basic Agreement covering rates of pay, hours of work, dispute procedure and conditions of employment. Each agrees to inform the other whenever there is a change of leadership or other events impacting this relationship.

ARTICLE 2—RECOGNITION

- 2.01 The Company, recognizes Unifor and its Local 2163 (The Union) as exclusive bargaining agent for all its team members working as a paint shop cleaner, material waste handler and/or a janitorial cleaner at GM CAMI Assembly in the Town of Ingersoll save and except supervisors, those above the rank of supervisors, office, clerical, sales staff and dirt reduction personnel.
- 2.02 The Company agrees that it will not enter into any other agreement with employees, either individually or collectively, which will conflict with any of the provisions of this agreement.
- 2.03 The word “team member or team members” wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 2.04 The feminine pronoun shall include the masculine when the context so requires, or vice versa, if appropriate.
- 2.05 The Company and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, sexual orientation, or by reason of membership or non-membership or activity or lack of activity in the Union.
- 2.06 The Union will not engage in Union activities, or hold meetings in or on the property of the Company and/or GM CAMI Assembly, or during working hours without the permission of the Site Manager.
- 2.07 Supervisors and persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by

the parties or in cases of emergency. Supervisors may be allowed to work with team members when instructing, training, and testing of new procedures and equipment.

2.08 This agreement will apply to all bargaining unit members, regardless of classification, unless otherwise indicated.

ARTICLE 3—MANAGEMENT RIGHTS

3.01 Subject to the terms of this Collective Agreement, it is the right of the Company:

- a) To operate and manage its business in all respects in accordance with its obligations;
- b) To direct the working force of the Company, to maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations to be observed by the employees;
- c) The Union acknowledges further, that it is the function of the Company to hire, promote, demote, transfer and lay-off employees and to suspend, discipline, and discharge employees for just cause. Any exercise of these rights in conflict with 'the provisions of this Agreement shall be subject to the provisions under the grievance procedures as set out in this Agreement.

3.02 In performing these responsibilities, the Company will inform the Union about major organizational changes, technological changes that will impact the Bargaining Unit, and other major events/changes. Additionally, the Company will meet and confer and make its best efforts to reach a consensus with the Union prior to initiating or changing Company rules of conduct. The Company shall make no changes in the rules of conduct, which are contrary to the terms of this Agreement except as by mutual agreement of both parties. The Union will be provided with a copy of all existing Policies as they relate to team members covered in this collective agreement and shall be provided with a copy of any proposed new policies and procedures as they relate to team members covered in this collective agreement.

ARTICLE 4—UNION REPRESENTATION

4.01 The Union shall elect or otherwise select one (1) Union representative within the bargaining unit from each zone and one (1) chairperson. The Union Committee (composed for the purpose of bargaining) will not include more than four (4) members. It will be understood that any addition to the bargaining committee will require the agreement of the parties. The Company will recognize the said representatives for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the Agreement. The Company will recognize in

the absence of the union representatives an alternate per shift, selected or elected by the Union. An alternate, will have the same rights and privileges under the collective agreement as the union representative.

- 4.02 The Union recognizes that members of the Union Committee have regular duties to perform on behalf of the Company and such persons will not leave their duties without first obtaining permission from their immediate Supervisor. The Company will not unreasonably withhold permission to meet provided that it does not interfere with the operations and discussions are Union related. Upon completion of such Union business such persons shall report back to work.
- 4.03 No person shall act as a "Union Committee member" who has not successfully completed his probationary period.
- 4.04 The Company agrees that a National Representative of the Union, and/or President or designate of the Local Union, after contacting the Site Manager or his designate, may enter the premises during hours of employment to interview employees and deal with the administration of this Collective Agreement.
- 4.05 The Company agrees to pay for lost time spent by Union Committee members at meetings with the Company over grievances, and matters arising out of the Collective Agreement including negotiation meetings conciliation and arbitration. All such hours will be paid at straight time rates.
- 4.06 The Company shall make available to the Union, on request, information required by the Union as it relates to team members covered in this collective agreement.

Copies of all finished schedules, call in list and overtime recording sheet shall be provided to the Chairperson, electronically or hard copy, at the end of each pay period.

- 4.07 The Company and The Union Committee will meet quarterly to discuss issues that may arise from time to time within their workplace. Both parties will submit an agenda five (5) days prior to the meeting. Time spent in conjunction with these meetings will be compensated by the Company.
- 4.08 If a new probationary employee is terminated by the Company, the Union Representative will be present during the termination meeting, and will have time after to speak to the terminated member alone.

ARTICLE 5—NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that there shall be no strikes during the term of this Collective Agreement and the Company agrees that there shall be no lockouts during the term of this Collective Agreement.
- 5.02 The definitions of the terms “strike” and “lockout” as used in this Article shall be in accordance with the Labour Relations Act of Ontario.

ARTICLE 6—GRIEVANCE PROCEDURE

- 6.01 The parties to this agreement agree that it is of the utmost importance to adjust complaints or grievances concerning the interpretations of an alleged violation of this agreement as quickly as possible.

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this agreement shall discuss the complaint with his/her supervisor. Such a complaint must be brought to the attention of the supervisor within seven (7) working days of the event giving rise to the complaint. The supervisor shall state his/her decision within five (5) calendar days of the complaint.

Step 1

Failing resolution at the complaint step, the employee may file a written grievance with the Site Manager, within five (5) working days of the reply of the supervisor. The Site Manager shall reply in writing within five (5) working days of receipt of grievance.

Step 2

If no settlement is reached at Step 1, a meeting with the grievance committee and the National Representative (if he/she so wishes) and representatives of management will be scheduled within five (5) working days (or another mutually agreed upon date) to discuss the grievance. The Company will respond, in writing, within five (5) days of the meeting.

- 6.02 Time limits may be modified by mutual agreement, in writing, otherwise each step must be taken by the party concerned within the time limits set forth, or the grievance shall be deemed to have been abandoned.
- 6.03 If a settlement of the grievance is not reached at Step 2, the grievance may be referred by the party having carriage of the grievance to arbitration at any time within fifteen (15) working days of the Step 2 response.
- 6.04 A Union policy grievance or a Company grievance shall commence at Step 2 and shall be submitted to the other party, in writing, within ten (10) calendar days from the time the circumstances upon which the grievance is based or know or reasonably could have been known by the grieving party.

- 6.05 (i) A grievance alleging improper discharge or suspension of an employee will commence at Step 2.
- (ii) The local Union will receive a written copy of the disciplinary action.
- (iii) The shift steward/alternate will be present when discipline is administered; except in cases where circumstances warrant the immediate “suspension pending” and departure from the plant of such employee.
- 6.06 An employee, shall upon written request be granted the opportunity to view his/her personal file within twenty-four (24) hours whenever practical. Information to be reviewed in the Company site office will be:
1. Application form;
 2. Written warnings and evaluations,
 3. Incident reports, and
 4. Medical file.

ARTICLE 7—ARBITRATION OF GRIEVANCES

- 7.01 Both parties to this agreement agree that any grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above, and which has not been settled, will be referred to an Arbitrator, at the written request of either of the parties hereto.
- 7.02 The Arbitrator will be chosen and mutually agreed to by the parties. In the event parties are unable to agree upon an Arbitrator within fifteen (15) days from the delivery of the decision referred to in Step 2 of the Grievance Procedure above, then the party requesting Arbitration may apply to the Minister of Labour for the Province of Ontario for the appointment of an Arbitrator. The Arbitrator so chosen or appointed shall then forthwith consider and determine the matters in dispute and render a decision on them and the decision of the Arbitrator shall be final and binding on all parties concerned.
- 7.03 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.04 The parties shall jointly bear the expenses of the Arbitrator.

ARTICLE 8—UNION SECURITY

- 8.01 Employees who are members of the Union and all new employees covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.
- 8.02 The Company shall send to the Union Office each month a list of names and addresses of all new employees and the names and current addresses of those employees who have terminated employment.
- 8.03 The Company shall deduct bi-weekly (double) regular Union dues in the amount as provided for in the Union by-laws and constitution and remit such monies so deducted to the Union on or before the 15th day of the month following the month in which such deductions are made. The Company will at the same time, submit a list of the employees from whose pay such deductions have been made. The Union agrees to indemnify the Company and save it harmless against all suits, claims or demands made against it by reason of the deduction of dues as aforesaid.
- 8.04 The Company agrees to permit a Union Committee person to meet with each new team member at the work site during normal working hours, when the probation period is completed or as soon as possible thereafter, if not able to meet with the team member due to unforeseen circumstances for the purpose of advising such team member as to the provisions of this Collective Agreement.

ARTICLE 9—SENIORITY

- 9.01 An employee will be considered on probation until the completion of ninety (90) worked days or 720 hours, whichever comes first, and shall have no seniority rights during that period. On completion of his/her probationary period, an employee shall be credited with seniority dating back to his/her date of hire.

A probationary employee may be terminated on the basis of a fair (and equitable) and job related assessment of their suitability for employment with the Company. An allegation of action contrary to this clause may be taken up as a grievance.

- 9.02 The Company shall post seniority lists every three (3) months unless there is a change and shall provide the Union with a copy to the Union Committee.
- 9.03 If the employees' start dates are on the same date, the senior person will be determined by random drawing of names with the Chairperson, or a designate, present.

A written copy of the results of such draws will be provided to the Union along with a seniority list that reflects the new hire's seniority dates within five (5) business days of the seniority draw.

9.04 The seniority of an employee shall be the determining factor in layoffs, transfers to other jobs and recall from layoff as long as the employee is capable of performing the job requirements.

Note: The Company will provide employees' the opportunity to receive the necessary training to perform the work within the scope of the Bargaining Unit. The opportunity will be offered on the basis of top seniority first.

9.05 In the event a bargaining unit employee opts and/or is asked to go management, he or she will have up to six (6) months in the management position. If the position proves unsatisfactory or the employee requests a return to their former position, they shall be returned to the bargaining unit with loss of seniority for the days they spent in the management position. They will be placed into a position based on their new seniority date.

The years of service with the Company for the purpose of vacation and benefits will not be affected, but for the purpose of job bids, overtime and vacation scheduling their new seniority will apply.

This article is to be applied twice only for any employee during the term of this agreement and may be split in two portions for a total of six (6) months.

ARTICLE 10—LOSS OF SENIORITY

10.01 Seniority rights shall be lost and employment shall cease for any of the following reasons:

- (a) Quits;
- (b) Discharged seniority will be reinstated if discharge is found not to be for just cause through the grievance procedure;
- (c)
 - (i) absence of 5 consecutive days without a reasonable excuse and fails to notify the Company during the 5 day period of reason for absence;
 - (ii) a reasonable excuse must be provided within the five (5) days or employee will lose seniority;
- (d) Fails to report for work within 5 days when notified by the Company by registered mail at his last known address;
- (e) The employee overstays a leave of absence without advising the Company.
- (f) The employee gives a false reason in requesting a leave of absence or engages in other employment during such a leave of absence.
- (g) The employee falsified pertinent information on his/her application for employment that is noted within the probationary period.
- (h) Laid off for 24 months or time equal to seniority whichever is greater.

ARTICLE 11—LAYOFF AND RECALLS

11.01 (a) In circumstances where an employee is laid off, seniority will prevail provided the remaining employees are capable of performing the job requirements.

Recall will be in inverse order of layoff. The Company agrees not to hire any new employees while there is any employee on layoff. The job posting procedure will be adhered to prior to recall of laid off employees.

(b) The Company shall comply with the Employment Standards Act with respect to giving notice of layoff. Service shall be calculated as stated above as of the date of the proposed layoff.

(c) In the event of a layoff the Company will provide the Union with notice as soon as they become aware of a potential layoff and will meet with the Union and the National Representative to discuss the following:

- (i) the reason causing the layoff
- (ii) the service the Company will undertake after the layoff
- (iii) the methods of implementation include areas of cutback and the employee(s) to be laid off.

Any agreement between the Company and the Union resulting from the review above will take precedence over the terms of this article.

(d) Members of the Union Committee will be afforded top seniority during the term of office with regards to layoff, provided they are capable of performing the normal requirements of the work available.

Eight (8) employees or less	Only the Chairperson
More than eight (8) but less than sixteen (16) employees	Chairperson + one other Committeeperson
Sixteen (16) or more	All Full Time Committee persons.

(e) For layoffs in excess of the one (1) week, a three (3) day trial period will be exercised, should the employee so elect.

11.02 It is the responsibility of the employee to promptly notify the Company of any change to their contact information. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach an employee.

11.03 In the event of a layoff of an employee, the Company shall pay insured benefit premiums up to one month following the end of the month from the date on which the layoff occurs. The employee may, if possible, under the terms and conditions of the insurance benefits programs continue to pay the full premium cost of a benefit or benefits for up to six (6) months following the end of the month in which the Company completes paying the benefits.

ARTICLE 12—CONTRACTING OUT

12.01 No work will be contracted in or out that will lead to a reduction in hours of the bargaining unit employees subject to the following.

It is not the Company's intent to contract out the normal bargaining unit work performed in the Plant. It is understood that decisions of the client to have services done in a different fashion is beyond The Company's control. There may be times where The Company will bring in external people e.g. vacuum truck or additional mobile pumps, which will not be a violation of this agreement. The Company agrees to notify the Union Committee prior to using external people.

12.02 Full time / Part time Ratio

There will be no splitting of full time positions into 2 or more part time positions.

ARTICLE 13—PAID HOLIDAYS

13.01 (a) The following days shall be paid Holidays for all purposes under this Agreement:

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

(b) Paint department will continue to be provided seven (7) floater days.

(c) Janitorial Department will be provided five (5) floater days.

(d) Waste Department will be provided seven (7) floater days. These floaters should be used for the following days due to host shutdown. If the employee chooses not to use one of their floaters for these days, they have the option to use a vacation day, or not receive pay for that shift.

(e) Three (3) of these floater days are intended to be used as sick days.

13.02 A full time employee who has completed the probationary period on or before the date of a paid holiday shall receive a day's pay at the employee's regular rate of pay for such

holidays providing the employee works her/his regular work days preceding and following the Paid Holiday.

- 13.03 If an employee is absent with a reasonable excuse on the 'qualifying days the employee will receive the holiday pay. Reasonable excuses will be accepted for this purpose for bereavement absence (death in immediate family), military leave, jury duty, court subpoena, scheduled vacation, union business leave, and illness with an appropriate doctor's written report.

An employee must provide a reasonable excuse upon returning to work in order to qualify for Holiday Pay.

A doctor's written report must contain the following:

- (a) date(s) seen by doctor;
- (b) statement that employee is disabled;
- (c) any limitations for modified duty, if applicable;
- (d) expected date of return to work.

- 13.04 Any work performed on a Paid Holiday will be paid at two (2) times his regular rate of pay in addition to the regular Holiday pay.

ARTICLE 14—HOURS OF WORK

- 14.01 (a) The regular workweek for full time employees is a five day workweek consisting of forty (40) hours per week. The workday is eight (8) hours, Monday through Friday notwithstanding the provisions of 14.07. Thirty (30) minute lunches not paid.

Management reserves the right to amend the starting times by one hour for selected team members to ensure proper start up and/or maintenance is done. This schedule is subject to change based on changes in the customer's schedule. Management will notify the Union office of any changes in the work schedule fourteen (14) days in advance, where practicable, or as soon as possible. The Company will not arbitrarily implement changes.

- (b) For shutdown period and periods where a shift or week is cancelled due to construction/maintenance/retooling, management may assign team member to other shifts as necessary. The principal aim will be to schedule as many team members as possible towards a 40 hour week. No grievances will be filed for overtime avoidance in these situations where a reduced crew is being utilized. Due consideration will be given to team members unavailability due to changes of less than one week's notice, subject to work requirements. In the event

employees cannot be accommodated due to the work schedule, the allowable number of senior team members will receive the due consideration in seniority order.

(c) Continental Work Hours and Overtime:

The Company reserves the right to implement a continental work week for all or part of its operations. Under this seven (7) day schedule, all hours worked up to forty hours per week are paid at straight time rates, except as set out in Article 13.04 (holiday). Hours beyond forty (40) will be paid at time and one half (1 ½ x) except as set out in Article 13.04. A work day may vary between seven (7) and twelve (12) hours. The Company will discuss alternative continental work week schedules with the Union prior to implementation, including issues such as shifts, rotation etc.

It is understood that the Company will not assume financial burdens, in the event it accommodates rotation requests of the Union. Team members shall receive a premium as per Article 28 for all hours worked when the shift start time is between 6:00 pm and before 3:00 am.

14.02 (a) Rest Periods

For eight hour shifts, two (2) rest periods of ten (10) minutes will be scheduled. For twelve-hour shifts, employees will get a ten (10) minute rest time every two (2) hours. A paid twenty (20) minute lunch period will be provided for these shifts. For Team Members in the Janitorial and Waste Departments, rest periods will mirror the host. In the event of a special requirement by the Company, break times may be altered to accommodate the request.

(b) Break & Lunch Times - In the event there is a need to revise the break times, the supervisors will work with the Union Committee person to revise the schedule to satisfy the work requirements.

(c) It is not Management's intent to combine lunch and break times. However, in the event that the work load requires that the lunch and break times be combined, the team members will be given an additional ten (10) minute break during the shift.

14.03 Shift Premiums

Team members shall receive shift and job premiums as per Article 28 for all hours worked when the shift start time is from 3 pm. and before 10 pm. Team members shall receive a premium as per Article 28 for all hours worked when the shift start time is from 10 pm. and before 6.00am.

14.04 Reporting In Pay

Any employee reporting to work on their regular scheduled shift, and who has not been properly notified not to report, will receive four (4) hours pay at the applicable rate of pay.

14.05 Call Back Pay

All bargaining unit members who have left the premises and are called back to work after completion of their regular shift shall receive a premium of four (4) hours pay at the applicable rate.

14.06 Call-In Pay

Any employee called in will be paid a minimum of four (4) hours at the applicable overtime rate of pay.

14.07 Regular Work Week Overtime:

The following pertains to Team Members who are working a regular work week as described in 14.01(a). The Full Time Employees must have completed 40 hours work at straight time during the regular workweek, Monday through Friday, to be eligible for premium pay rates on Saturday and for Paint Department employees only, Sunday. Premium pay rates will be in effect should Management not schedule the Full Time Employee(s) for the full 40 hour regular work week.

(i) Employees shall receive a premium equal to one half their straight time rate for all hours worked beyond eight hours per day and for all hours worked on Saturday, except under 14.01(b) or 14.01 (c) and if the Team Member does not fulfill their 40 hours scheduled obligation.

(ii) It is the Company's intent to notify the employees of overtime as soon as practical after the Company has been notified that overtime is required.

14.08 (a) For employees in the Waste and Janitorial Departments, all and any hours worked on a Sunday in your home department will be paid at double their regular rate of pay, except under 14.01(b) or 14.01(c) of this Agreement.

(b) For employees in the Paint Department, all and any hours worked on a Sunday in your home department will be paid at double their regular rate of pay, except under 14.01 b) or 14.01 c) of this Agreement and if the Team Member does not fulfill their 40 hours scheduled obligation.

(c) All and any hours worked on a Sunday in another department (Waste, Janitorial or Paint) shall receive their regular rate of pay plus a premium equal to one half their straight time rate for all hours worked, except under 14.01 b) or 14.01 c) of this Agreement and if the Team Member does not fulfill their 40 hours scheduled obligation.

- 14.09 (a) Overtime Procedures - The Company must be able to promptly respond to the needs of CAMI, therefore, the following terms are necessary to ensure that all required overtime is adequately staffed. In all cases the employee must be capable of performing the normal requirements of the job.
- (b) After exhausting Part Time and Casual Part Time (who are not in an overtime position), as outlined in Appendix A, weekday overtime will be offered to Employees with the most seniority, by a canvassed (or sign-up sheet) first within their classification and shift.
- (c) After exhausting Part Time and Casual Part Time (who are not in an overtime position), as outlined in Appendix A, weekend overtime will be offered to Employees with the most seniority, by a canvassed (or sign-up sheet) first within their classification. If no employee within the classification wants to work, the Company may go by seniority to other classifications to canvass (or sign-up sheet) for volunteers who are able to perform the work.
- (d) Scheduled production overtime will be staffed by Team Members within the department, (Waste, Janitorial or Paint) as required.
- (e) Issues outside of these will be discussed in good faith in an attempt to resolve this issue.
- (f) Overtime will be voluntary except in the following cases:
i.) Saturday or Sunday production;
ii.) Emergency spill response;
iii.) Other emergency situations as directed by Management;
iv.) Before exercising the above clauses, the Company will exhaust the part time and casual part time lists.
- (g) In non-emergency situations, overtime will be posted on the three (3) designated notice boards as far in advance as possible to allow the employees time to sign up. The overtime sign-up sheet will be removed at noon every Thursday. It is the employee's responsibility to sign up for overtime posted.

The overtime has to be posted for a minimum period of twenty-four (24) hours. The Company will make arrangements to fill any voluntary openings, first with full time employees, second with part time employees and last with casual part time employees. For clarification purposes, where part time employees and casual part time employees are in an overtime position for the week, then full time employees will be offered the opportunity first. Where the part time employees and casual part time employees are not in an overtime position they will be offered the voluntary hours first.

If it is mandatory overtime, other than scheduled production overtime, as per Article 14.09(f), then the Company will fill with part time/casual employees, then if necessary full time, in inverse order of seniority.

- (h) Before exercising the above clauses, the Company will exhaust the part time and casual part time lists.
- (i) If it is mandatory overtime, as per Article 14.10(g) then the Company will fill with part time employees, then if necessary full time, in inverse order of seniority.

14.10 Team Leaders shall receive a premium pay as per Article 28. This premium pay is in addition to their regular base pay for all hours worked as a Team Leader. This premium will be considered part of their regular rate of pay when calculating overtime, holiday pay, vacation pay or any other earnings received.

The basic functions and qualifications of a Team Leader will be defined in a set of basic roles and responsibilities.

New Full Time Team Leader positions shall be posted. In selecting a full time Team Leader, the Company will meet and confer with the Union, and make its best efforts to reach a consensus, prior to finalizing the decision on the Team Leader.

In the event the successful team leader within sixty (60) working days of commencing work in the posted position, or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to their former position, they shall be returned to their former position.

It is understood that Team Leaders are working Team Leaders and will perform their normal work duties in addition to Team Leader duties if time allows.

When full time Team Leaders are absent or it becomes necessary to have additional team leaders, employees will be canvassed in seniority order. If there is failure to select a Team Leader through the canvassing process, the company will appoint a Team Leader. Selected or appointed Team leaders will be paid at the current Team Leader rate for the period of time they are utilized as a Team Leader.

It is not the function of the Team Leader to discipline Bargaining Unit members.

The Company will endeavour not to use Team Leaders as Supervisors during Statutory Holidays or Overtime Periods, except in emergency situations.

- 14.11 Effective upon ratification, scheduled floaters, scheduled vacation days and paid holidays will count towards forty (40) hours worked per week in calculating overtime.
- 14.12 The Janitorial classification will continue with their current practice of shifts.
- 14.13 The Waste classification will continue with their current practice of shift rotation tied to host employer.
- 14.14 Wash time will be five (5) minutes at the end of the shift. Employees will not be permitted to punch out prior to the allotted wash up time.
- 14.15 The Waste Department will also be continue to be granted a five (5) minute wash up time prior to lunch.

ARTICLE 15—VACATION WITH PAY

- 15.01 An employee’s entitlement to vacation with pay will be dependent upon length of service as of January 1 of that year and the number of hours which have been paid in the preceding calendar year to each employee
- 15.02 For employees who have earned vacation with pay in the preceding year the following will apply:
 - (a) Vacation pay will be paid as part of the normal payroll for the week the employee is off.
 - (b) Vacations will be on a calendar year under the following schedule:

Service as at Jan 1 of Calendar Year	Days of Earnings	Entitlement
Less than 1 year of service - shall receive vacation time in accordance with the Employment Standards Act.		
1 - 3 years of service	13 days	4%
3 but less than 5 years	16 days	6%
5 but less than 12 years*	19 days	7%
12 but less than 20 years	21 days	8%
20 or more years	25 days	10%

Paid vacation time will be paid at your normal hourly rate. This amount will be deducted from your accrual until such time that your accrual is exhausted. You will still be entitled to the vacation time once your accrual is exhausted, however this time will be unpaid.

*Vacations will be taken in one (1) week blocks to satisfy the Employment Standards Act minimum requirement of two (2) weeks.”

Any additional days may be taken in single days or half days.

- (c) In the first pay period of February each year, the employees shall be paid out vacation pay accrued in excess of their vacation entitlement.
- (d) Requests for vacation days or leaves covered by this agreement will be approved or rejected, in writing within seven (7) calendar days of receipt of the request. Failure to respond that a request has been denied within the seven (7) calendar days shall be considered granted.”

15.03 Vacation will be cancelled in the event it is interrupted by hospitalization, bereavement, or sick leave qualifying for STD. Satisfactory proof of reason will be provided.

The aforementioned reasons for time off will not be counted against the employee’s vacation credits.

15.04 “Hours worked” shall include paid holidays, vacations, jury duty, and bereavement leave. Absent time for which an employee receives worker’s compensation benefits shall also be considered as hours worked if the employee has received wages from the Employer during the previous twelve (12) month period.

15.05 The Company reserves the right to establish mandatory vacation periods in accordance with CAMI’s shutdown period work requirements. Requested vacations will be assigned by seniority and work schedules. An employee will make every effort to use his vacation days by December 31st of the current year.

15.06 The Company reserves the right to establish vacation blackout periods based on work requirements. Prior approved vacations will be permitted, except during regular shutdown periods. Although the Company reserves the right to establish blackout periods, in some cases the Company may grant vacation to full time employees provided that the required part time and casual part time employees are available to cover all required work.

15.07 (a) On January 1st of each year, a vacation planner shall be posted with vacation requests displayed so employees can determine available vacation time. Prior to February 1st vacation shall be on a first request basis. Once the schedule is posted, it shall not be changed by either party.

(b) Before February 1st in each year, employees shall indicate their preference for vacations to their department head. The determination of the number of employees in a department who can be away on vacation at any one time shall be

at the sole discretion of the department head; such discretion will not be exercised in an unreasonable or arbitrary manner. Where more employees in a department prefer a specific week than the department head will allow to be away at the same time, the more senior employees shall be granted their preference. The Company shall post a vacation schedule no later than March 1st.

- (c) Employees who have vacation entitlement greater than the Employment Standards Act two (2) week minimum requirement, may request the subsequent vacation days as single days or in any other combination amount of days until the vacation entitlement is used up.”
- (d) The Company will respond to vacation requests other than those covered under 15.07(b) within one (1) week of the request providing the request is made in excess of two weeks prior to the commencement of the vacation.
- (e) Employees who have not scheduled vacation prior to September 30th shall have their vacation scheduled for them by the Employer.

15.08 Employees will give no less than two (2) weeks’ notice except in the case of emergency in making vacation requests.

Employees will be advised within one (1) week of submitting their vacation requests, if such request is granted or denied. Alternate available dates will be provided to employees if their request is denied.

15.09 The parties agree that vacation will run from January 1 to December 31. Vacation accrual will also be from January 1 to December 31. The accrual period will be the previous year to use the next year. (Example – an employee accrues from January 1, 2017 to December 31, 2017, this accrual will be the vacation monies used for the vacation year January 1, 2018 to December 31, 2018)

15.10 Janitorial and waste departments will take vacation time in accordance with host shutdown periods. Any work required during the shutdown period in these departments will be canvassed within the department's first.

ARTICLE 16—PAY DAY

16.01 Team members will be paid bi-weekly by direct deposit on Fridays. This will commence six months following the date of ratification.

Payroll Shortages - Shortages will be made up as follows: Shortages in pay greater than twenty dollars (\$20) will be corrected within two (2) business days.

ARTICLE 17—LEAVES OF ABSENCE

- 17.01 Leaves of absence will be granted at the discretion of the Company giving due consideration to the needs of the employees. Leaves of absence will not be unreasonably withheld.
- 17.02 Union leave of absence will be provided as required when notified forty-eight (48) hours in advance, except in cases of emergency.
- 17.03 The Company agrees to contribute two cents (\$0.02) per hour worked to the Union PEL Fund, paid quarterly.

ARTICLE 18—JURY DUTY

- 18.01 The Company will make up the difference between the amount of money per day employees receive while serving as a member of a jury to an amount equal to the normal 8 hours pay which they would have been eligible to receive for working that day.

ARTICLE 19—BEREAVEMENT

- 19.01 (i) In the event of the current spouse, mother, father of the employee and child, step-child or grandchild of an employee, with seniority covered by this Agreement, such employee shall be granted an excused absence for five (5) regularly scheduled work days within ten (10) days of the death and shall be compensated at the employee's base rate of pay excluding any premiums or shift differentials.
- (ii) In the event of the death of the sister, brother of the employee or employee's current spouse, half-brother, half-sister, step-parent, step-sister, step-brother, current in-law, grand-parent, great-grandparent of employee or current spouse of an employee with seniority covered by this Agreement, such employee shall be granted an excused absence for three (3) regularly scheduled work days within ten (10) days of the death and shall be compensated at the employee's base rate of pay excluding any premiums or shift differentials.
- (iii) In the event of the death of a part-time employee's current spouse, child, parent or sibling, such employee will be granted an excused absence for three (3) regularly scheduled work days within ten (10) days of the death and shall be compensated at the employee's base rate of pay excluding any premiums or shift differentials.

Reasonable proof of death and relationship must be provided to receive pay.

ARTICLE 20—ADMINISTRATION OF DISCIPLINE

- 20.01 When an employee is called to a disciplinary interview by a member of supervision, the employee will be so informed before the interview and will have Union representation during the interview the interview will not proceed until the Union representative is present.
- 20.02 No written disciplinary action shall remain on an employee's record for a period longer than twelve (12) months, after which time it shall be removed from the employee file. Any absence greater than sixty (60) days will not count toward the period of time any discipline remains on record.

The employee and Union will each be provided a copy of any disciplinary notice entered on the employee's record.

- (a) The company agrees to advise the Union Steward of discipline to be imposed prior to the meeting with the employee and understands and agrees that the Steward requires reasonable time to talk to the employee after the disciplinary meeting. Such reasonable time will, wherever practicable, be given on the shift in question.
- (b) This shall confirm the agreement of the parties that discipline must be imposed within ten (10) calendar days of the company's awareness of culpable behaviour.

ARTICLE 21—JOB POSTINGS

- 21.01 It is mutually agreed that notices within the scope of the bargaining unit of any full-time vacancy and which vacancy would occur as a result of a death, retirement, promotion, demotion, termination of employment, by the creation of a new job, by the changing of operational shifts, or by the absences greater than thirty (30) days of a full-time employee due to sickness and accident, WSIB, company approved leaves of absence, or a leave of absence as defined by the employment standards act, will be posted on all bulletin boards for a period of seven (7) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately. During this thirty day period, part time and casual part time employees will be canvassed with the senior volunteer employee being scheduled to cover this position until the posting is resolved.

All employees will have the right to post for any vacancy as referenced in Article 21.01. Posted vacancies will be awarded based on seniority. Provided the successful applicant possesses the necessary skills and abilities to perform the normal requirements of the job. The successful applicant will be moved to the position within five (5) days.

21.02 Should the successful applicant to the posted position request to be returned to his/her former position within fourteen (14) days of being awarded the posting, such request will be granted without loss of seniority, further, should this occur; all applicants to the original posting will be canvassed, and the applicant with the highest seniority from this canvass will be offered the posting and moved to the position within five (5) days, before the position is re-posted.

The Company will have 14 days to determine the suitability of the employee based on a fair and equitable job related assessment.

Any subsequent vacancies created by the original vacancy will be filled by means of employee canvas and will be awarded to the highest seniority employee that expresses interest at the time of the canvas.

All successful applicants awarded a job posting will be paid at the applicable rate of the vacancy he/she is filling.

21.03 If there are no successful applications to fill such vacancy or new job created received from employees within the bargaining unit, then the Company may fill the vacancy or new job created in any manner it sees fit except contracting out or in of the position.

The Company agrees to post on the Union bulletin board the outcome of all job postings.

21.04 Copies of all job postings, the names of all posting applicants and the outcome of the posting will be given to the unit Chairperson upon the completion of the posting.

21.05 Any temporary full time vacancy will be filled by the most senior qualified employee who posts for the job, under the job posting procedure and Article 21.02.

21.06 Job Security

If the Company concludes, on its own initiative, it will cease operations, then the Company will give the Union notice in accordance with the Ontario Employment Standards Act of the anticipated date, and will meet with the Union to discuss issues related to the proposed cessation of operations.

If the Company concludes that because of fire, flood or other disaster, it will cease operations, then the Company will give the Union notice, and will meet with the Union to discuss issues related to the proposed cessation of operations.

If the Company is required by an action or lack of action of or by an outside party to cease operations, then the Company will advise the Union of the circumstances as soon as the Company is aware of them and will meet with the Union to discuss issues related to the proposed cessation of operations.

- 21.07 If there is a temporary reduction of personnel in a specific classification (up to 30 calendar days) the employee removed from that specific classification will be recalled back to their original classification.
- 21.08 If there is a permanent reduction of personnel in a classification, the displaced full time employee will bump the junior full time employee on the seniority list, as long as they have the skill and ability to fulfil the duties of the job. If the employee's original classification increases personnel within the next calendar year, he/she will have the right to their former job in the classification they were displaced from.

ARTICLE 22—BULLETIN BOARDS

- 22.01 A locked and keyed bulletin board will be provided for the Union so that they may post any notices they feel the membership should be aware of.

ARTICLE 23—HEALTH AND SAFETY

Losses arising from occupational illness or injury impact the quality of life for all. In addition, the economic losses from an accident disrupt the effectiveness, and competitive position of our business. Maintaining an effective occupational health and safety program is hereby supported by both management and union leadership. This commitment, along with the full cooperation of our team members will lead to a safe and healthy work environment.

23.01 Management Commitment

The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. Management shall comply with all applicable health, safety and environment legislation and regulations in effect on the effective date of this agreement, as minimum standards.

23.02 Joint Health and Safety Committee

- a) A joint Health and Safety Committee shall be established which is composed of a maximum of four (4) union members. Each Classification will hold at least one position on the Joint Health and Safety Committee.

At no time shall the number of management or union members be allowed to outnumber each other. The Committee members will be paid at their applicable hourly rate for their time spent. Meetings will be set by mutual agreement but shall not be held less than once (1) per month.

- (b) Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, the other shall be a management member.

- 23.03 The Company will provide, where required, at no cost to the employee: eye protection, hearing protection and gloves. The Company will also provide other protective equipment where deemed necessary. The Company will reimburse prescription safety glasses once each year for those team members requiring such. The Company will provide a list of suppliers.
- 23.04 All health, safety & environment representatives are to be certified as per the Occupational Health & Safety Act. The Company will bear the cost of certification for a maximum of two (2) representatives elected or selected by the Union, during the length of this contract and all certification will be done at the Worker's Health and Safety Centre.
- 23.05 During all absences of the Union Co-chairperson, management shall recognize an alternate Co-Chairperson designated by the Union.
- 23.06 The Committee shall assist in creating a safe and healthy place to work. Shall recommend actions which will improve the effectiveness of the health & safety program and shall promote compliance with appropriate laws and regulations. Management shall take into consideration the recommendations of the Committee.
- 23.07 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- 23.08 Accident and Incident Inspections
All accident/incident investigations will be made as part of the normal course of business of the JHSC.
- 23.09 Education and Training
- a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction.
 - b) During the life of the agreement, the union members of the committee shall be allowed unpaid LOA to attend courses or conferences given by or chosen by the union.
 - c) The Company will provide training where required in the following areas:
 - Lock Out
 - W.H.M.I.S.
 - Confined Space
 - Heat Stress

- First Aid and any other training as deemed necessary by the Joint Health & Safety & Environment Committee to maintain a safe and healthy work environment. Such training will be conducted by Company/Union Certified Health & Safety Instructors.

23.10 Access to the Workplace

Union health and safety staff or union consultants shall be provided access to the workplace for inspecting, investigating or monitoring provided client permission is obtained and normal work is not obstructed.”

23.11 National Day of Mourning

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

23.12 First Aid Attendants

There shall be at least one (1) first aid attendant present on all shifts. The Company shall pay for the fees and textbooks of all first aid attendants who successfully complete a first aid course.

23.13 Heat Stress

Management will follow the site’s policy. In addition, the Joint Health & Safety committee will review this issue and make recommendations for review.

23.14 Confined Space Entry

The Company recognizes that confined spaces pose a serious threat to workers’ health and safety. Before work begins, the owner of the space must ensure that an assessment of the hazards related to the confined space is carried out. This assessment shall consider the hazards that may exist due to the design, construction, location, use or contents of the space; and the hazards that may develop while work is done inside the confined space. Findings from this assessment must be recorded on the entry permit.

Before any worker enters a confined space, management shall ensure that an adequate written plan, including procedures for the control of hazards identified in the assessment, has been developed and implemented by a competent person for the confined space.

ARTICLE 24—BENEFITS

24.01 Employees will contribute to drug reimbursement costs in accordance with the following schedule commencing August 1st, 2010.

- Single members, 10% of Drug costs to a yearly maximum of \$150 (one hundred & fifty dollars).

- Family members 10% of Drug costs to a yearly maximum of \$275 (two hundred & seventy five dollars)
- Once the yearly maximums are reached the company will reimburse the employees for 100% of the drug costs in accordance with the benefit plan.
- Dental reimbursement will continue as 100% company paid.

The Employer will pay 100% of the cost of premiums for the following benefits for full time employees. Coverage becomes effective the first of the month following completion of the probationary period, per the policy.

- A. Prosthetic appliance and durable medical equipment;
- B. Drug Plan – effective July 1st, 2001
- C. Vision Care - \$300.00 per family member every twenty-four (24) months.
- D. O.H.I.P
- E. Semi Private Coverage
- F. Out of Province - Hospital, Surgical and Medical
- G. Dental coverage at a maximum of \$1800 per calendar year.
- H. Group Life Insurance *
- I. Short Term Disability 1st Day Accident or Injury;

Benefits:

Week 1 66-2/3% of weekly earnings to EI maximum if eligible under 1st day coverage above.

Note: The first week is not paid for illness. Medical documentation that the absence was a result of an accident or injury must be provided.

Weeks 2-16 Benefits under Employment Insurance disability

Weeks 17-26 66-2/3% of weekly earnings to EI maximum

It is understood should the EI waiting period return to two (2) weeks, the employer will revert back to the two (2) week period for coverage of time off due to accident or injury. Should this occur, illness will then be covered by the company after seven (7) unpaid days of being off work, for a period of 1 week.

It is understood that the weeks of 17-26, the employee will have to fill out short term disability (weekly indemnity forms) forms. The employer will ensure that four (4) weeks

before the expiry of EI benefits, they will submit the employer part of the forms and provide the employee with the required forms for the employee and their doctor to complete.

It is the employee's responsibility to submit the required employee paperwork and the doctor's paperwork to the insurance provider.

The employer will cover any cost associated with filling out these forms with proof of receipt.

Once the 26 weeks of sickness and accident benefit expires, they will be entitled to apply for Long Term Disability (LTD).

J. Long Term Disability Plan

**One (1) times salary, however, will provide the employee the option of purchasing additional coverage.*

24.02 The terms and conditions of the respective policies are between the employee and the insurance carrier and, as such, are controlling and such provisions do not form part of this Agreement. Accordingly, no disputes regarding this Article are subject to grievance or arbitration.

24.03 The Company reserves the right to change carriers provided the same or equivalent benefits occur. Any change will be discussed in advance with the Plant Committee and Staff Representatives.

ARTICLE 25—MATERNITY/ADOPTION LEAVE

25.01 Maternity/Paternity Leave

Employees will be eligible for maternity/paternity leave pay in accordance with applicable employment insurance laws and benefit schedules. During maternity/paternity leave, benefit coverage will be continued.

ARTICLE 26 - GENERAL

26.01 One hundred and fifty dollars (\$150) boot allowance per year per team member for boots commencing upon ratification. Probationary team members will receive boot allowance upon completion of probationary period. The allowance shall be paid on submission of receipt. The Company will set up a contract with the supplier.

Provisions will be made to pay for a second pair, as needed, due to excessive wear and tear in the performance of their duties.

- team members must wear boots for work
- team members must turn in a copy of the receipt for the purchases

The Company will only provide nine (9) sets of coveralls per person within the paint department.

Full time Waste and Janitorial employees will be provided with five (5) uniform shirts and five (5) pairs of uniform pants every calendar year.

ARTICLE 27—PENSION

27.01 Full Time Employees, who have been employed with the company for one (1) year, will be eligible to participate in the Company Retirement Pension Plan. Employees may contribute 1% or 2% or 3% of base earnings and the Company will match the employee’s contribution up to a maximum of 3%. Members to receive a report twice yearly.

ARTICLE 28—WAGES AND CLASSIFICATIONS

Classifications	Current	Mar 20, 2017	Oct 16, 2017	Mar 19, 2018	Mar 18, 2019
		Year 1	Year 1	Year 2	Year 3
Paint - Team Members	\$22.16 + .22	\$22.83		\$23.06	\$23.29
Waste - Team Members	\$22.08	\$22.08	\$22.52	\$22.75	\$22.98
Janitorial - Heavy Duty	\$18.35	\$18.35		\$18.53	\$18.72

<u>Premiums</u>	2017-2020
Paint - Team Leader	\$1.25
Waste - Team Leader	\$1.00
Janitorial - Driver	\$2.00
Paint - Afternoon Shift	\$1.00
Paint - Night Shift	\$1.50
Janitorial - Afternoon Shift	\$0.50
Janitorial - Night Shift	\$0.50
Waste - Afternoon Shift	\$0.95
Waste - Night Shift	\$0.95

New Employees Full Time, Part Time and Casual Part-Time

Probationary	\$13.25 (up to 720 hours worked)
Upon completion of Probationary Period	\$13.75 (after 720 hours worked)
After 1500 hours worked	\$14.75
After 2250 hours worked	\$15.75
After 3024 hours worked	\$16.87 or Full Classification Rate

When an employee performs the assignment of a higher paid classification, that employee will receive the higher rate for all hours in the shift worked.

Cost Of Living

The COLA amount of zero cents (\$0.00) per hour will be frozen for the life of this agreement.

The COLA adjustment will be provided based on 80% of the COLA received by CAMI employees. The base wage above included the COLA amount at the time of ratification. Future adjustments to be made as per CAMI schedule (4x year). The current float has been folded into the base rates about and is now at zero dollars (\$0).

ARTICLE 29—DURATION

29.01 This Agreement will remain in force from March 20, 2017 through March 19, 2020. Notice to amend the Agreement shall be given within ninety (90) days prior to the expiry date of the Agreement by either party.

Signed at Ingersoll, Ontario this 18 day of December, 2017

FOR THE COMPANY

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX A—PART TIME EMPLOYEES

Upon ratification of this agreement, Part Time Employees will be defined as follows:

- (a) Any employee who is classified as a “Temporary Employee” in the Waste Department on the ratification date of this agreement.
- (b) Any employee who is currently classified as a Part Time Employee in the Paint Department on the ratification date of this agreement.

Going forward, any new Part Time employees must be willing and able to perform jobs in all three (3) Departments and will be scheduled by seniority. Any last minute call-ins, part time employees will be called by seniority.

The Parties agree that Part Time Employees (PTs) may be used under the following conditions:

1. They are to be used to replace employees absent on holidays, vacation overflow, short-term disability, W.C.B. cases, L.O.A.s, bereavement and jury duty, for production spikes, shutdown periods, GM CAMI non-production shifts, special projects and in the absence of regular employees as needed.
2. The base rate for regular PTs will be at least 85% of the Full Time Paint Team Member rate. (Includes base, shift premiums and general increases as applicable).
3. PTs will acquire seniority upon the completion of the probationary period and be placed on a PT seniority list. To be hired into a full time position will be based on the posting procedure.
4. It is understood that Full Time Employee absences of two (2) weeks duration or longer will be offered to Part Time Employees in seniority order.
5. As needed, the Company and the Plant Chairperson with agreement from both parties.
6. PTs will pay union dues as per the constitution of the Union.
7. A PT employee moving to a full time vacancy will receive seniority by their date of hire with the Company.
8. Holidays will be as per 13.01 (a). Part-time employees qualify for the nine (9) listed holidays and will receive eight (8) hours holiday pay per day, if otherwise eligible (i.e completed probation, actively at work, works scheduled day before and after). Work on paid holidays will be at double time.

9. Vacation will be as per the Employment Standards Act. Vacations for Part Time employees will be based on Seniority and accrued consistent with Article 15.09.

Part Time Employees Up to 10 days 4%

10. Overtime for PTs will be paid after 40 hours worked per week.
11. No PTs will be used to deprive regular full time employees of their regular hours of work.
12. PTs will work a minimum of twenty-four hours per week, when scheduled by the company.
13. PTs will be scheduled on non-production shifts on a biweekly basis if they are not currently filling in for a full time employee. Provided there are casual PT employees in the seniority list, it is agreed the PT list will not fall below eight (8), barring any changes with customer volumes or scope of work.

APPENDIX B—CASUAL PART TIME EMPLOYEES

The Parties agree that CPTs may be used under the following conditions:

1. May be used during shutdown periods and when all PTs are unavailable and would normally work.
2. The rate of pay for CPTs will be as per Article 28 of this agreement. (Includes base, shift premiums and general increases as applicable).
3. A CPT will pay the applicable Union Dues as per the Union Constitution.
4. CPTs will acquire seniority upon the completion of the probationary period and be placed on the seniority list. To be hired into a part time position will be based on the posting procedure.
5. CPTs employees will be scheduled on a six week basis for the GM CAMI non-production shifts. CPT's will be utilized during shutdown periods and when all PTs are unavailable and would normally work including absences of longer than two (2) weeks not filled by PTs. The schedule will be posted two weeks prior to the actual commencing date. Needs beyond these will be offered by the Company as per the rotational basis. The CPT call in list and schedule will be posted.
6. No CPTs will be used to deprive regular full time employees or part time employees of their regular hours.
7. Seniority rights shall be lost and employment shall cease for failing to report for work for five (5) shifts without a reasonable excuse, acceptable to the company.
8. Vacations for Casual Part Time employees will be paid out at 4% on each pay.

Casual Part Time Employees	0 days	4%
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9. Overtime for CPTs will be paid after 40 hours worked per week.
10. Holiday Pay for CPTs employees will be as per the Employment Standards Act. The amount of public holiday pay to which an employee is entitled is all of the regular wages earned by the employee in the four work weeks before the work week with the public holiday plus all of the vacation pay payable to the employee with respect to the four work weeks before the work week with the public holiday, divided by 20.

APPENDIX C—HUMAN RIGHTS

The Company and the Union agree that this Agreement shall be applied without discrimination, interference, restriction or coercion with respect to any employee by reason of race, sex, colour, ancestry, place of origin, ethnic origin, marital status, same sex partner status, sexual orientation, age, disability, citizenship, family status or religion nor by reason of Union membership or activity.

The Company and Unifor are committed to providing a harassment free workplace. Harassment is defined as a “Course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the prohibitive grounds in the Human Rights Act. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Such behaviour is usually intimidating, hurtful or malicious in intent and the effects of harassment can be very destructive for the victim. Workplace harassment is unacceptable and the policy of both Robinson Solutions and Unifor is to deal with incidents of harassment through a joint investigation, with sensitivity and seriousness.

LETTER OF UNDERSTANDING—MEDICAL NOTES

This shall confirm that in the event the Company requires a letter from a specialist medical doctor, the Company will reimburse the employee for the cost of the letter.

The Company agrees to provide the request in writing.

LETTER OF UNDERSTANDING—MEDICAL ARBITRATION

The parties agree, that in the event of a dispute regarding the ability of an employee to return to regular duties following a non-work related injury, to submit such dispute to third party to medical arbitration. The third party physician will be jointly selected by the parties.

The cost of the third party physician will be jointly shared by the parties. The findings of the third party physician are binding.

LETTER OF UNDERSTANDING—VACATION BLACKOUT – SUMMER SHUTDOWN

The parties agree to sit down each year and discuss and agree upon the weeks which will be blackout periods for summer vacation. The blackout period is normally a two-week period.

A week is defined as a 7 calendar day period.

It is understood that the first week after shutdown commences and the week prior to start up are normally considered the most critical periods of accomplishing shutdown activities and would normally be part of the blackout periods.

The blackout period is defined by CAMI's shutdown period.

LETTER OF UNDERSTANDING—WORK SCHEDULES

Consistent with our past practice, the Company agrees to sit down with a committee selected by the membership to review alternative work schedules of a comparable cost as the current schedules.

It is understood that any agreed upon schedule between the Company and Union Committee would require a majority vote of the Union membership.

LETTER OF UNDERSTANDING—CALL BACK

It is agreed that part-time employees will have two (2) hours to call back when a shift is available during the week. This shall not apply when the scheduling of the work does not allow two (2) hours.

LETTER OF UNDERSTANDING—SHIFT CHANGES

When the Company requires an individual to permanently change shifts, a minimum of one (1) week's notice will be given. Employees will be canvassed in order of seniority, if required the lowest seniority employees will be moved.

A regularly scheduled full time employee may request a voluntary shift change. If such change is acceptable to the Union and the Company, voluntary shift change requests will be put on the board and will be restricted to employees working within the same classification. The employee with the highest seniority, who has expressed interest and is able to perform the work available, will be assigned the voluntary shift change. Voluntary requests will be for a minimum of one (1) month, up to a maximum of three (3) months. This arrangement will only be permitted twice per year.

If one of the employees involved in the voluntary shift change becomes unavailable for work, or is unable to perform the duties required, the voluntary shift change will be cancelled.

LETTER OF UNDERSTANDING—WI BENEFITS

It is understood between the parties that when a situation arises where the Insurance Provider notifies the employee that their WI Benefits are being terminated because the Insurance Provider has determined the employee is able to perform a combination of duties that regularly took at least 60% of their time to complete and, that determination is disputed:

- The employer will contact the Insurance Provider to determine how they arrived at the 60% threshold
- The employee will provide documentation to the employer from their treating physician detailing their functional abilities in a timely manner
- The employer will determine based on their knowledge of the employee's job and the medical information provided if the employee is able to perform at least 60% of their regular duties.

Where the employee is able to perform at least 60% of their duties, the employee will return to work and the employer will accommodate the employee.

If the employer determines that the employee is not able to perform at least 60% of their duties, the employer will contact the Insurance Provider, advise them of their determination and request that the Insurance Provider review their decision to end the employee's benefits. It is understood that all parties will fully co-operate in this matter to resolve the issue.

LETTER OF UNDERSTANDING—MISCELLANEOUS

The Company will commit to adding two (2) Full Time Utility Employees. The Janitorial and Stamping group will now match the host work hours.

LETTER OF UNDERSTANDING—REGISTERED PENSION PLAN

The Company and the Union agree that a registered pension plan will include the following groups:

- Paint Shop Cleaner
- Material Waste Handler
- Janitorial Cleaner

The following is committed with regard to the pension plan provisions:

Membership	
Voluntary	Joining the plan is optional for all eligible employees
Eligibility	
Full-Time	May enroll the first day of any month in or after the completion of one year of continuous service
Part-time	As per the prescribed legislative minimum
Contribution Formula	
Employee Required	Eligible employees may choose an amount equal to 1%, 2% or 3% of their earnings *
Employer	Will contribute an amount equal to employee contributions, up to a maximum of 3%
Voluntary Contributions	Permitted

* earnings is defined as base earnings

The effective date of the above pension plan provisions are as follows:

- Paint Shop Cleaner: No change (already included)
- Material Waste Handler: September 1, 2017
- Janitorial Cleaner: June 1, 2017

LETTERS OF UNDERSTANDING—SENIORITY POSTING

Upon ratification of this agreement, a seniority list (which will be dovetailed) will be posted on all three boards for a period of fifteen (15) days. Any issues with seniority dates must be identified to management or the union during this time. Upon the completion of this fifteen (15) day time period, once all issues have been resolved, the union and the company agree that the seniority list will be final going forward. The final seniority list to be presented to the chairperson.

LETTER OF UNDERSTANDING—ULTRA-HIGH & VACUUM TRUCKS

The Company will continue its existing practice of where practicable, utilizing bargaining unit personnel to assist external work teams operating the ultra-high unit and vacuum truck units.

LETTER OF UNDERSTANDING—PERSONAL CLOTHING

It is agreed that Full time and Part-Time Paint Department Team Members will receive two (2) T-shirts per employee per year. The types of shirts will be determined by the company.

**LETTER OF UNDERSTANDING—TRANSITION OF EXISITING JANITORIAL
TEMPORARY EMPLOYEES**

Upon ratification of this agreement, the two (2) current temporary employees in the Janitorial department will be classified as a casual and will receive the top pay rate for the casual group.

Signed at Ingersoll, Ontario this 18 day of December, 2017

FOR THE COMPANY

[Signature]
[Signature]
M. G. [Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
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ttlcope343

2017

January						
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2018

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