

| COLLECTIVE AGREEMENT
(Term: February 2019 to August 2021)

BETWEEN :

MEVOTECH LP

(hereinafter known as the “Employer” or
the “Company”)

AND:

**THE UNITED BROTHERHOOD OF
RETAIL, FOOD, INDUSTRIAL &
SERVICE TRADES INTERNATIONAL
UNION**

(hereinafter known as the “Union”)

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain a mutually satisfactory relationship between the Union, the Employer and the employees represented by the Union, to provide procedures for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees subject to the provisions of this Agreement, and to eliminate interruption of work and interference with the efficient operation of the Employer's business.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of Mevotech LP, in the Province of Ontario, save and except facility supervisors, foremen and persons above the rank of supervisor or foreman, office personnel, and clerical staff, and Quality Control.
- 2.02 In this Agreement words using the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular where the text indicates it.
- 2.03 The term "employee" or "employees" means an employee employed within the bargaining unit for which the Union is recognized as described in article 2.01.
- 2.04 Except as specifically agreed to by the parties, bargaining unit work will only be performed by bargaining unit employees other than:
- (a) in cases of an emergency;
 - (b) for training, orientation or instructional purposes; or
 - (c) filling in because of absenteeism or no-shows.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees, as a condition of their continued employment, shall become and remain members in good standing of the Union in accordance with the By-laws and Constitution of the International Union upon the completion of their probationary period.
- 3.02 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement, from their first date of hire, on the first pay-day of each calendar month, or at other time if advised by the Union (i.e. on a weekly or bi-weekly basis in equal amounts), such amount as may be uniformly assessed by the Union as regular monthly Union dues and/or assessments, and shall remit the

amount deducted by the tenth (10th) day of the following month to the designated officer of the Union. The designated officer of the Union shall provide written notification to the Employer of any change in the amount of Union dues, Initiation fees, assessments and such notification shall be the Employer's authority to make the deductions specified.

It is further understood and agreed that new employees shall have the Union initiation fee as uniformly assessed by the Union deducted, in equal amounts, from the first pay due the employee each month, in the two months following completion of the probationary period.

Union dues will be collected from the pay for probationary employees.

3.03 The Union shall indemnify and save harmless the Employer, its agents and/or employees against any and all claims, complaints, liabilities, demands, actions or causes of actions arising out of, or in any way connected with the operation of Article 3.

3.04 The Employer shall show the total yearly Union Dues and/or assessments paid by each employee on the employee's T-4 Information slip.

3.05 The monthly remittance shall be accompanied by the name, address, telephone number(s) and Social Insurance Number of each employee for whom pay deductions have been made and the total amount deducted for the month. This statement shall also show the total gross earnings and the hours worked for each employee, including the hourly rate paid to such employee. Such statement shall also list the names of employees for whom no deductions have been made and the reasons why. The statement shall be provided to the Union electronically.

3.06 The Employer shall provide the Union, monthly with a list of those employees:

- (1) Recalled to work;
- (2) Newly hired;
- (3) Laid off; or
- (4) Quit.

It is further understood that the Employer shall, every six months, provide the Union with the change of address and/or telephone number(s) of all employees.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and agrees that except as specifically modified by

this Agreement, the Employer's right to manage, including the right to discipline or discharge non-probationary employees for just cause, is vested exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

(a) to operate and administer its affairs, to direct the working force to plan, direct and control operation;

(b) to schedule working hours, to determine the number of employees to be employed, and the right to hire and promote, demote, classify, layoff, recall, transfer and rehire;

(c) to determine the nature and kind of business conducted by the Employer, the kinds and locations of facilities, equipment, product components, parts and materials to be used, parts, components, products, materials, services and equipment purchased, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards;

(d) to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other function and prerogatives, which shall remain solely with the Employer, and to manage the operations is vested exclusively in the Employer; and

(e) to create and implement reasonable written rules and a code of conduct.

4.02 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement or in a bad faith, arbitrary or discriminatory manner. It is understood that a claim that the Employer has exercised these rights in a manner that is inconsistent with the terms of this Agreement or in a bad faith, arbitrary or discriminatory manner shall be the proper subject matter for a grievance.

ARTICLE 5 - RELATIONSHIP

5.01 Authorized representatives of the Union shall be permitted to enter the premises of the Employer, at reasonable times after notice has been provided to the Employer for the purpose of visiting/meeting with employees and/ or discretely conducting its business. It is understood that the normal flow of business will not be disrupted.

5.02 The Employer agrees that the Union may meet with an employee and/or Union Steward, in private, after first having obtained permission from the Employer, which will not be unreasonably withheld, who will provide the

Union with a place to meet, if available.

5.03 The Employer and the Union agree to observe the provisions of the Ontario *Human Rights Code*.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Employer agrees to recognize up to one (1) Steward and one (1) alternate per building, per shift. The alternative steward shall only act in the absence of a Steward. Only one Steward shall be permitted to assist an employee(s) in the processing or presentation of a grievance.

6.02 All members of Union Committees and all stewards must have one (1) year or more service with the Employer to serve in such capacity, provided that if no such employee is willing to accept appointment the Union may appoint an employee to temporarily fill the position. The Union shall provide the Employer with written notification of the names of each steward. The Employer shall be required to recognize these representatives only from the date of receipt of this notice.

6.03 The Union acknowledges that the stewards have regular duties to perform as employees. Stewards shall be required to request permission from a manager or supervisor before leaving their work station and such permission shall not be unreasonably withheld. It is agreed that stewards shall not be absent for more than a reasonable period of time in order to attend to the matter and that upon his return to his duties he shall report back to the manager or supervisor. Such time shall be paid at their base hourly rate.

6.04 The Employer will recognize a negotiating committee consisting of one (1) member of the bargaining unit per building, plus the Chief Steward. The Union shall notify the Employer in writing of the names of the members of the negotiating committee and the Employer shall not be required to recognize any committee member until it has been so notified.

6.05 All time spent by employee members of the negotiating committee attending at negotiations shall be paid time.

6.06 An authorized representative of the Union shall be permitted to meet bargaining unit members. The Union representative must make reasonable advance arrangements with the Employer to visit the facility or to meet the bargaining unit members; permission shall not be unreasonably withheld and the meeting shall be held at the location indicated by management. Such meetings shall be for a reasonable time only.

6.07 On the request of either party, representatives of the Employer and the Union shall meet to discuss issues of common interest to the parties

relating to the employees in the bargaining unit. These meetings shall take place not more than once every month during the term of this Agreement.

- 6.08 Probationary employees will be advised of their requirement to pay Union Dues as a condition of employment. On completion of their probationary period they will be given a copy of the Collective Agreement, supplied by the Union, and advised of the name of their union steward. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for ten (10) minutes after they have completed their probationary period, for the purpose of acquainting the new employee's responsibilities and obligations to the Employer and the Union, subject to clause 6.03.
- 6.09 The Employer agrees to pay two (2), one (1) day Leaves of Absence for each Union Steward who is required to attend training. The designated member will advise the Employer at least two (2) weeks in advance of the meeting.

ARTICLE 7 - STRIKES OR LOCKOUTS

- 7.01 The Ontario Labour Relations Act, 1995 defines a strike and a lockout as follows:

"Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in accordance with a common understanding, or a slow-down or other concerted activity on the part of the employees designed to restrict or limit output.

"Lockout" includes the closing of a place of employment, a suspension of work or a refusal by any employer to continue to employ a number of his employees with a view to compel or induce his employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provision respecting terms or conditions of employment or the rights, privileges or duties of the employer, and employer's organization, the trade union, or the employee.

The Union agrees if any such action takes place it shall repudiate it forthwith and make all reasonable efforts to cause the employees to return to work.

- 7.02 An employee who takes part in or instigates any strike, picketing, slowdown, stoppage of or other interference with work either complete or partial, contrary to Article 7.01 of this Agreement or the provisions of the *Labour Relations Act, 1995*, as amended, shall be subject, if proven, to immediate discharge.
- 7.03 The definitions of the terms strike and lock-out in Article 7.01 shall be in

accordance with the *Labour Relations Act, 1995*, as amended.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The Employer and the Union agree that it is of the utmost importance to solve complaints and grievances as quickly as possible.
- 8.02 No grievance shall be considered where the grievance was not filed within ten (10) days from the time the employee or the Union became aware of the alleged violation.
- 8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1

The employee must submit his grievance verbally to his immediate supervisor or his representative, within ten (10) working days from the date the grievor or the Union became aware of the alleged violation. The supervisor shall render a verbal decision to the employee within five (5) working days following this meeting.

STEP 2

Failing an answer or a satisfactory settlement as in Step 1, within five (5) working days, the aggrieved employee accompanied by a union steward shall meet with his immediate supervisor, or his representative. At this time, the grievance must be submitted to the Employer in writing. The grievance must state in what respect the Agreement has been alleged to be violated or misinterpreted with reference to the specific clause or clauses relied and the nature of the relief or remedy sought. A decision in writing will be rendered by his immediate supervisor, or his representative, to the employee, within five (5) working days following this meeting.

STEP 3

Failing an answer or a satisfactory settlement as in Step 2, within five (5) working days, the aggrieved employee, with the Chief Steward shall refer the grievance, in writing, to the facility manager, or his representative. At the time the grievance is presented to the facility manager or his representative, a business representative of the Union may be present, if requested by the Union or the Employer. The facility manager, or his representative, shall render his decision in writing to the employee within five (5) working days from the date of the Third Step grievance meeting.

Policy, Group, Suspensions or Discharge grievances, or grievances initiated by the Employer will be originated at the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step

of the Grievance Procedure.

8.04 (a) The time limits foreseen at the various steps of the Grievance or the Arbitration Procedures may be extended by mutual consent in writing by both parties.

(b) Failure to adhere to time limits specified in this Agreement or mutually agreed extensions, will make the grievance null and void.

8.05 Failing a satisfactory settlement as in Step Three (3) the grievance may be submitted to Arbitration within fifteen (15) working days after the facility manager's, or his representative's, response.

8.06 The specific penalty for the following infractions shall be discharge:

(a) Theft or knowingly aiding in the commission of a theft;

(b) Willful destruction or sabotage of Employer property;

(c) Reporting to work under the influence of alcohol or drugs, subject to the Ontario Human Rights Code;

(d) Harassment in the workplace contrary to the Ontario Human Rights Code;

(e) Falsifying employment information;

(f) Unauthorized disclosure of any confidential information; or

(g) Bringing firearms, weapons or explosives to work.

8.07 A policy grievance shall be defined as a grievance, filed by the Union or by the Employer, involving a question of application or interpretation of any Article of this Agreement, which arises directly between the Employer and the Union. It shall be submitted directly at Step 3 within ten (10) days following the later of: (1) the circumstances giving rise to the grievance; or (2) the first reasonable time the circumstances giving rise to the grievance ought to have come to the attention of the Union or Employer. The provisions of this section may not be used with respect to a grievance directly affecting an individual employee or a group of employees. The remaining provisions of Articles 8 and 10 shall apply to policy grievances.

ARTICLE 9- DISCHARGE AND DISCIPLINARY ACTION

9.01 A claim by an employee who has successfully completed the probationary period that he has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is submitted by the employee at Step 3 within five (5) days after the date of the suspension or

discharge.

- 9.02 Any disciplinary notice which is provided to an employee shall be signed by the employee for the sole purpose of acknowledging receipt.
- 9.03 Employees will be granted access to their personnel files provided the employee gives at least twenty-four (24) hours' notice in writing to the Personnel Department. The employee may be accompanied by a steward and must be accompanied by a member of the Personnel Department. The meeting will take place after the employee's work hours.
- 9.04 When a meeting is scheduled to issue a discipline or may lead to discipline, a steward or a person of the employee's choice shall attend the meeting. If the steward is not immediately available the employee may elect any other member of the bargaining unit. The employee shall be advised of this right before the meeting begins.
- 9.05 In the event of an employee being discharged, he shall be allowed to confer with his Shop Steward in private for a period of not more than fifteen (15) minutes before leaving the premises after having obtained the permission of the immediate supervisor which shall not be unreasonably withheld.
- 9.06 A copy of any written reprimand/suspension/dismissal will be given to both the Union and the Shop Steward. It is understood that a failure to comply with this provision will not affect the validity of the written reprimand, notice of suspension or dismissal and will not be used as a mitigating circumstance.
- 9.07 Each disciplinary action given to an employee will remain in effect on the employee's personnel record for a period of six (6) months for verbal, twelve (12) months for written, and eighteen (18) months for suspensions, from the date of each disciplinary action. The Employer will apply discipline as soon as possible after full awareness and investigation of the incident.

ARTICLE 10 - ARBITRATION

- 10.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided it shall make such request in writing addressed to the other party to this Agreement, within the Step 3 timelines of Article 8.05. Notice of intent to arbitrate, with a sole Arbitrator, shall contain a list of five (5) Arbitrators for consideration.

Within seven (7) days of the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of five (5) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed upon from the list,

within a period of fourteen (14) days, either of the parties may request the Ministry of Labour for the province of Ontario to appoint an impartial Arbitrator, who shall be chosen having regard to his qualifications in interpreting collective agreements.

- 10.02 An arbitrator shall be selected within fourteen (14) days of receipt of the notice of intention to arbitrate. Every attempt shall be made to select such arbitrator by mutual agreement between the Employer and the Union. If agreement cannot be reached within the above time limit, the grieving party must then request that the Ministry of Labour for the province of Ontario to appoint an arbitrator and shall do so within twenty-one (21) days after the expiry of the time limit to reach agreement on the selection of an arbitrator.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. This does not prevent an arbitrator who is appointed from attempting to negotiate or settle a grievance prior to commencing the hearing process.
- 10.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.06 The proceedings of the Arbitration will be expedited by the parties hereto, and the decision will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.07 Each of the parties hereto will jointly bear the fees and expenses, if any, of the Arbitrator.
- 10.08 For the purpose of Articles 6, 7, and 9, the word "days" shall not include Saturday, Sunday or Holidays.
- 10.09 Notwithstanding the arbitration provisions in the Collective Agreement, the Union and the Employer mutually agree that any grievance referred to arbitration or to the arbitration provisions of the Collective Agreement, may be arbitrated under section 48 and 49 of the *Labour Relations Act, 1995*.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be defined as length of continuous service within the bargaining unit.
- 11.02 New hires shall be considered probationary until they have completed a total of ninety (90) calendar days, within a six (6) consecutive month

period, after which they shall become regular employees, and their seniority date will be back to their original start date. All benefits will apply only after the completion of the probationary period.

- 11.03 During the probationary period an employee shall be considered as being employed on a trial basis and may be dismissed at the sole discretion of the Employer. Any termination occurring during the probationary period shall be deemed to be just cause for termination or release and shall not be the subject of a grievance and/or arbitration.
- 11.04 Seniority lists will be revised each year. A copy of the list will be posted in the facility and a copy given to the Union. Unless an employee objects within seven (7) days, the list shall be deemed to be accurate. Only employees whose names have been added during the year can contest.
- 11.05 Employees transferred to a position outside of the bargaining unit, may be transferred back to the bargaining unit, at any time up to three (3) months at the request of the employee or the Employer and thereafter at the sole decision of the Employer with full seniority up to six (6) months.
- 11.06 It shall be the responsibility of each employee to notify the Employer promptly in writing of any change of address or telephone number. Letters sent by the Employer to the address on record and telephone calls to the telephone number on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.
- 11.07 An employee's seniority and employment shall be deemed to have terminated if the employee:
- (a) Resigns from employment with the Employer;
 - (b) Retires;
 - (c) Is discharged, and not reinstated through the grievance procedure;
 - (d) Fails to report for work within the five (5) working days after being notified of recall. An employee shall be deemed to be notified or recalled on the same day as the couriered letter;
 - (e) Fails to return to work on the date agreed upon after the completion of a leave of absence or uses an approved leave of absence for purposes other than that given as the reason for the leave without first obtaining the consent in writing from the Employer. This shall not apply where the leave is extended with the permission of the Employer or if the employee can establish that he was unable to contact the Employer to request an extension;

- (f) Is laid off due to lack of work for a period equivalent to the lesser of:
 - (i) The employee's seniority; or
 - (ii) Twelve (12) months.
- (g) Is absent without permission for three (3) consecutive scheduled work days without permission or a valid reason;
- (h) Does not perform work for the Employer, due to any illness or injury, for more than twelve (12) months, subject to the Ontario *Human Rights Code*;
- (i) Intentionally damages equipment, products or Employer property;
- (j) Reports for work under the influence of illicit drugs or alcohol or consumes, sells or distributes illicit drugs or alcohol during a shift or on Employer property;
- (k) Has been proven of a theft from either a fellow employee, the Employer or a client; or
- (l) Fighting with fellow employees.

ARTICLE 12 - TEMPORARY TRANSFERS

12.01 An employee who is temporarily assigned by the Employer, to another job with a different rate of pay, for more than eight (8) hours, shall be paid as follows:

- (a) if the rate of pay is less than the employee's regular pay he will continue to receive his regular rate of pay; or
- (b) if the rate of pay is greater than the employee's regular rate, he will be entitled to receive the rate of pay for the job to which he is temporarily transferred for all hours worked in that job.

It is understood that employees may from time to time be required to perform duties different from their ordinary functions and this shall not entitle them to pay differential under this Article. The Employer agrees that it will not use this provision unreasonably to circumvent the temporary transfer provision.

ARTICLE 13 - JOB POSTING

13.01 Except for entry level positions, where the Employer elects to permanently fill a bargaining unit vacancy or create new classification, it shall be posted for a period of seven (7) days.

13.02 The Employer shall not be required to follow the posting procedure

contained in this Article if the vacancy is temporary or caused by illness, accident, vacation, or leave of absence of less than four (4) months. When filling a vacancy of this nature the Employer shall endeavor to select the employee considering the following factors, at the time of the temporary vacancy:

- (a) Skill and ability;
- (b) Length of seniority.

Where the temporary vacancy is expected to be longer than four (4) months, or immediately upon the knowledge that the temporary vacancy referred to previously in this Article is going to be beyond the four (4) month period the Employer shall follow the job posting procedure and any subsequent job vacancy will be posted and any subsequent vacancy (ies) will be filed by the Employer. It is further agreed at the end of the vacancy the employees shall be returned to the positions that they previously held.

13.03 The Employer can elect to temporarily fill a permanent vacancy during the required period not to exceed twenty-one (21) days without compliance with this Article while it is completing the posting and selection process.

13.04 Employees bidding for a permanent job vacancy, under this Article shall be considered, by the Employer, on the following factors, at the time of job posting:

- (a) Skill and ability;
- (b) Length of seniority.

Where factors in (a) are relatively equal, then (b) will apply.

13.05 The Employer agrees that the qualified employee covered by this Article will be given a minimum of a five (5) working day orientation period. A successful bidder may return to his former job during the first twenty (20) working days on the new job and the Employer may require the successful bidder to return to his former job if during that period such bidder fails to satisfy the employer's requirements for the job during that period. If no such position exists any more then seniority shall apply.

13.06 The subsequent job vacancy, if any, created by the successful job bidding will be filled by job posting. Any subsequent vacancy(ies) will be filled by the Employer.

13.07 Notwithstanding Article 13.01, successful applicants who complete the twenty (20) working day trial period shall not be able to apply for another posting for a period of six (6) months. The parties may agree in writing not to apply this provision for a particular posting.

- 13.08 Nothing contained in this Article shall be construed to limit the Employer's right to hire new employees from outside, if there are no qualified employees within the bargaining unit, to fill the vacancy available.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 The Employer may, in its sole discretion, grant an unpaid leave of absence provided that the employee has successfully completed the probationary period. The employee's request must be made in writing and indicate the reason for and the length of the leave requested. All requests must be submitted to the Employer not less than two (2) weeks in advance of the requested date of commencement of this leave.

ARTICLE 15 – PREGNANCY AND PARENTAL LEAVE

- 15.01 Pregnancy and parental leaves shall be granted by the Employer in accordance with the Ontario *Employment Standards Act, 2000*.

ARTICLE 16 – PAYMENT FOR INJURED EMPLOYEES

- 16.01 If an employee is injured after he has commenced work and is thereby incapacitated from carrying out his or her duties and requires transportation, the Employer shall arrange and pay for the cost of transporting the employee to and from the hospital, and/or home, if any. The Employer will pay the employee for any hours he or she missed, as a result of the injury, at his base rate of pay for the duration of the scheduled shift.

If the employee is declared able to return to work he must return for the remainder of his shift.

ARTICLE 17 – CANADIAN CITIZENSHIP

- 17.01 The Employer agrees to allow time off work without pay for up to eight (8) hours to an employee to attend Citizenship Court to be sworn in as a Canadian Citizen.

ARTICLE 18 - REPORTING FOR WORK

- 18.01 An employee reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless he is returning to work without notice after an absence, shall receive four (4) hours work or four (4) hours pay at his basic hourly rate.

An employee who has completed his shift, and has left the facility, and is called back to work, will be paid for the time actually worked or a minimum of four (4) hours payable at the applicable rate.

18.02 Article 18.01 shall not apply if the cancellation of the shift is caused by:

(a) a power shortage or power failure; or

(b) any other condition beyond the control of the Employer.

ARTICLE 19 - LUNCHROOM

19.01 The Employer will provide a lunchroom in each facility containing tables and chairs for the use of employees.

ARTICLE 20 - INDIVIDUAL AGREEMENT

20.01 No employee covered by this Agreement will enter into any individual contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

ARTICLE 21 - HOLIDAYS

21.01 The following shall be recognized as Employer holidays:

New Year's Day

Labour Day

Good Friday

Thanksgiving Day

Victoria Day

Half a day (1/2 day) before Christmas Day

Canada Day

Christmas Day

Civic Holiday

Boxing Day

Family Day

Floater Holiday (1)

Eligibility for the above holidays and payment for the holidays will be in accordance with this Article.

21.02 Notwithstanding any other provision of this Agreement, an employee will

only be paid for a holiday if he:

(a) works the last full scheduled shift before and the first full scheduled shift after the holiday unless he has received prior written permission from the Employer to be absent or has reasonable cause for failing to report; and,

(b) is on the active payroll of the Employer and not on leave of absence, sick leave or lay-off.

21.03 If an employee qualifies under Article 21.02, he shall receive holiday pay equal to his base rate of pay multiplied by the number of hours he would normally have worked on the holiday.

21.04 If an employee works on one of the above-named holidays, he shall receive payment of one and one half (1 1/2) his regular hourly rate for the hours actually worked on such day in addition to pay he may be entitled to under Article 21.03.

21.05 If the holiday falls during an employee's approved vacation period, and he is eligible under Article 21.02, the employee shall be allocated, by mutual consent, either an extra day of vacation or, at a later date, an extra day of pay in lieu of additional time.

21.06 Floater Holiday:

Such holiday is given upon notice of fourteen days signed by the employee to the Employer, if normal operations permit such absence and no other employee has requested it before.

It is understood and agreed that in the case of Chinese New Year a maximum of eight (8) employees, with no more than six (6) per department, may take the same Floating Holiday.

ARTICLE 22 - BULLETIN BOARD

22.01 The Employer shall provide a bulletin board for posting Union notices. Only notices which have received the prior approval of the Employer may be posted. The Employer shall initial notices which he or she has approved. Such approval shall not be unreasonably withheld.

ARTICLE 23 - JURY DUTY

23.01 If an employee is required to serve on a jury or as a Crown witness, he will be compensated the difference between the fee paid as a juror and the amount of pay lost for the hours he was scheduled to work but could not work because he was required to attend court, provided that he:

- (a) has successfully completed the probationary period;
- (b) notifies the Employer as soon as he becomes aware of the requirement to serve as a juror and provides the Jury Notice; and,
- (c) presents an itemized statement from the appropriate court official indicating the dates, time of service, and fees paid on each date.

The employee is required to report to work, if scheduled, for any time that he is not actually required for jury duty.

ARTICLE 24 - VACATIONS

- 24.01 Vacations with pay shall be granted to all employees on the payroll of the Employer on the basis of their seniority with the Employer as defined in Article 11 of the Collective Agreement.
- 24.02 (a) Employees with less than one (1) year seniority will be paid vacations in accordance with the provisions of part VIII of the *Employment Standards Act, 2000*.
- (b) Employees with one (1) year, but less than five (5) years of seniority, two (2) weeks, with vacation pay of four percent (4%) of gross earnings, based on the previous twelve (12) month period;
- (c) Employees with five (5) years of seniority or more, three (3) weeks, with vacation pay of six percent (6%) of gross earnings, based on the previous (12) month period;
- (d) Employees with eleven (11) years of seniority or more, four (4) weeks, with vacation pay of eight percent (8%) of gross earnings, based on the previous (12) month period;
- 24.03 The Employer agrees to post a vacation schedule for the next vacation year on the bulletin board on or before April 1 of each year. The schedule will be posted for thirty (30) days during which employees will indicate their vacation date preference. A completed vacation schedule shall be posted by May 15 of each year.
- 24.04 Where two (2) or more employees request the same vacation period within the thirty (30) days provided for in Article 24.03, and the Employer decides to grant only one employee's request, seniority will govern in the allocation of the vacation period.
- 24.05 Vacations must be taken at such times as are approved by the Employer having regard to the Employer's need to maintain a qualified and efficient workforce.

- 24.06 If an employee wants to change his vacation or add vacation after the vacation schedule is published, he must have the Employer's consent and no such change can displace vacations already scheduled and approved by the Employer. Notice to that effect shall be given at least two (2) weeks in advance. Such approval will not be unreasonably withheld. After the vacation schedule is published, requests to change or add vacation not originally scheduled will be approved in order of the request made. If the request is made at the same time by two or more employees, seniority will govern the allocation of the vacation period.
- 24.07 The vacation period shall be from July 1st to June 30th. Vacations can not be carried over from year to year.
- 24.08 At the request of the employee, vacation pay shall be given to the employee on a separate cheque on the payroll immediately preceding their vacation.
- 24.09 Any vacation pay not used through the vacation period will be paid out at the end of the vacation year.

ARTICLE 25 - HOURS OF WORK AND OVERTIME

- 25.01 It is understood and agreed that this Article is intended to provide the basis of a work week and shall not constitute a guarantee of hours of work per day or per week, number of days per week or as a guarantee of work schedules.
- 25.02 The normal work week will be comprised of five (5) consecutive days Monday through Friday with the exception of the "Midnight Shift" which shall be from Sunday to Thursday.
- 25.03 The normal hours of work will be eight (8) hours per day, and forty (40) hours will constitute a normal work week.
- 25.04 There shall be a one-half (1/2) hour unpaid meal break provided for all employees, the time to be designated by the Employer. This break shall not constitute part of the eight (8) hours in a day.
- 25.05 Employees shall be entitled to one (1) paid fifteen (15) minute break in the first half of their shift and one (1) paid ten (10) minute break in the second half of their shift.
- 25.06 Overtime will be offered on a voluntary basis to employees who are at work at the facility where the required work is performed when the overtime is required. Overtime will be granted in the following order of priority:
- (a) Employees with the most seniority within the group of qualified

employees who normally perform the required work; and then

(b) Employees with the most seniority who are qualified to perform the work required.

Employees will volunteer for overtime by signing an overtime sheet posted at their facility. If there are no volunteers within the group of qualified employees or if the Employer is unable to find sufficient volunteers among these employees, the most junior qualified employees who normally perform the required work and who are at work at the facility where the required work is performed must accept the overtime assignment. The Employer will endeavor whenever possible to notify employees of overtime at least two (2) hours in advance.

It is understood that the foregoing applies to weekday overtime opportunities. In the case of weekend overtime opportunities, these will be offered on a bargaining unit wide basis and will be assigned as above.

- 25.07 Employees shall be provided with one paid fifteen (15) minute break, scheduled by the Employer, on overtime shifts of more than three (3) hours.
- 25.08 The Employer shall continue its practice of allowing all employees a paid five (5) minute wash up at the completion of their shift. Employees must not leave their workstation prior to this five (5) minute period.
- 25.09 (a) Overtime at the rate of time and one-half (1 ½ x) the employee's basic rate of pay shall be paid for hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week. (b) Further, overtime at the rate of time and one-half (1 ½ x) the employee's basic rate of pay shall be paid for all hours worked on the employee's sixth (6th) and seventh (7th) consecutive day worked.
- 25.10 The Employer may be required to staff each shift with qualified employees during the orientation of new employees, until they are sufficiently capable of performing their work functions. The seniority employees may request a return to their regular shifts. This provision will apply for new employees and or employees transferred as a result of successful job bidding.
- 25.11 The Union and the employees agree they will comply with the requirement for all employees to be at their work station properly attired and ready for work at the start of their shift.
- 25.12 The Employer is permitted to schedule other working hours or other shifts. The Employer must inform the employees at least five (5) working days before such changes. These new shifts or new hours will be offered once by seniority among qualified employees.

- 25.13 Overtime hours may be offered before the end of a shift or on a Saturday and/or Sunday.
- 25.14 Employees performing overtime work outside of the work that they normally perform will be paid the pay rate for the work they perform. However, if an employee is scheduled for overtime work in his regular job and is assigned to a lower rated job on the day of such overtime, he will receive his regular rate.

ARTICLE 26 - LAY OFFS

- 26.01 When the Employer deems it necessary to reduce the workforce for more than ten (10) working days, facility-wide seniority will be the guiding factor, consistent with the Employer's right to maintain a workforce of employees who have the qualifications, skill, ability, and are physically able to perform the work that is available, at the time of the lay-off, at the rate of the job.
- 26.02 When the Employer deems it necessary to reduce the workforce for more than two (2) working days, the Employer whenever possible, will give regular employees at work one (1) working day's clear notice of the lay-off. The Employer will notify employees to be laid off verbally, and if possible, post a list of names of employees to be laid off on all of the facility bulletin boards.

Layoffs will occur in order of reverse seniority, whereby the least senior employees within that classification on the affected shift, at the affected location, will be laid off first. Surplus employees will be eligible to exercise their bumping rights.

Surplus employees will:

- a. In order of their preference displace the most junior employee within their classification, on a shift and at a location of their choosing provided they possess more seniority than that employee;

In the event there is no junior employee to be displaced in their current classification, the surplus employee shall have the following options:

- i. They may displace the most junior employee within a lateral or lower classification on a shift and at a location of their choosing, provided the surplus employee has more seniority, and immediately possesses the required qualifications, skill, ability and is physically able to perform the work; or
- ii. Accept a lay-off.

(For clarity: An employee exercising option (i) will be paid in accordance with "Schedule A" of the classification they have transferred to, however

will maintain the right of recall to their previous classification for a period equivalent to the lesser of the employee's seniority; or twelve (12) months.).

Surplus employees must notify the Employer, in writing, of their selection within two (2) working days of receipt of their list of bumping options as provided by the Employer. The Union, Employee and Employer agree to cooperate fully in the execution of bumping.

26.03 Any employee who refuses a transfer to the available work under Clause 11.01, will lose his seniority and his employment with the Employer will be terminated. An employee may refuse a work assignment, at the time of lay off, to other than his own classification. When "recalled", he may refuse assignments to other than his own classification also, he must however return to work when "recalled" to his own classification. Refusal of work is permitted only when there is a junior qualified employee available to take the work assignment. In the event that Employment Canada changes any rules which may be detrimental to any employee involved in this provision, this provision becomes null and void, and shall be renegotiated with the Union. Failure to reach agreement will subject the matter to arbitration.

26.04 If no work is available because of fire, lack of power, act of God or for any other reason beyond the control of the Employer, employees may be laid off, and the seniority provision of Clause 26.01 will not apply and the lay-off notice provision of 26.02 shall not apply.

ARTICLE 27 - WAGES & BENEFITS

27.01 The wage rates for employees covered by this Collective Agreement shall be set out in Schedule "A".

27.02 During the course of this Agreement, if the Employer institutes a new job classification, the Employer will set a wage rate and the Union will be notified. If the Union disagrees with the rate, the Union will so advise the Employer within thirty (30) days of notification, after which a meeting will be arranged to negotiate the rate. If no agreement can be reached, the Union may refer the issue to arbitration.

27.03 There shall be a shift premium of one dollar and twenty-five cents (\$1.25) per hour for the second shift.

There shall be a shift premium of two dollars and fifty cents (\$2.50) per hour for the third shift. It being understood the third shift remain at 37.5 hours.

27.04 The parties agree to meet in July-August 2020 to determine the hourly rates and benefit premiums to be paid during the period of August 26, 2020 to August 25, 2021. In the event that an agreement is not reached,

the parties may apply to the Ontario Labour Relations Board for early termination of this Agreement in order that the facilities of the Conciliation and Mediation Branch of the Ontario Ministry of Labour will be able to assist in resolving the matter.

- 27.05 The Employer will provide up to \$250 reimbursement every 24 months in respect of optical on presentation of the receipt and a copy of the prescription for eye glasses or contact lenses. The Employer will also provide up to \$50 reimbursement every 24 months in respect of eye examination subject to same conditions as above. This will apply to each family member.
- 27.06 Jackets/Coats will be provided to Shipping Department employees for inclement weather.

ARTICLE 28 - HEALTH AND SAFETY

- 28.01 The Employer, the Union and the employees agree to cooperate in the prevention of accidents and the promotion of safety and health of the employees during the hours of their employment.
- 28.02 It is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures.
- 28.03 The Employer, the Union and the employees agree to comply with the provisions of the *Occupational Health & Safety Act*.
- 28.04 The Employer shall have a Joint Health and Safety Committee comprised of an equal number of representatives of management and employees in accordance with the provisions of the *Occupational Health and Safety Act* (the "OHSA"). The employee representatives on the Committee shall be elected or appointed by the Union. If the OHSA is amended during the term of this Agreement, the provisions of the amended legislation shall replace this Article.
- 28.05 With the exception of safety shoes, the Employer shall provide safety equipment required pursuant to the *Occupational Health and Safety Act*.
- 28.06 After the probationary period, the Employer agrees to furnish, once a year, a pair of safety shoes or boots, approved C.S.A. The employee must wear the safety shoes or boots while on Employer premises.

For further clarity, it is understood and agreed that the Employer is only responsible for one pair of safety shoes or boots per employee per year with a value of not more than one hundred dollars (\$100.00) plus applicable taxes. It is further understood that should an employee choose a pair of safety shoes or boots that are more than one hundred dollars (\$100.00) plus applicable taxes the employee shall contribute the

difference. Such amount will be increased to one hundred and twenty-five dollars (\$125.00) effective February 26, 2012.

Employees will be entitled to bank the annual safety shoes/boots allocation for two (2) years.

ARTICLE 29 - BEREAVEMENT LEAVE

29.01 (a) An employee who has successfully completed the probationary period shall be granted up to four (4) consecutive calendar days of leave in the case of the death of a spouse, including common-law spouse or same sex spouse, child, brother, sister, parent, parent-in-law or grandchild for the purpose of making arrangements for and/or attending the funeral. The employee shall receive pay at his base hourly rate for the time lost on days he was scheduled to work during this period.

(b) An employee who has successfully completed the probationary period shall be granted up to three (3) consecutive calendar days of leave in the case of the death of a grandparent, brother-in-law, or sister-in-law for the purpose of making arrangements for and/or attending the funeral. The employee shall receive pay at his base hourly rate for the time lost on days he was scheduled to work during this period.)

(c) In order to obtain pay under this Article, it is understood that the employee is required to provide satisfactory proof of death if requested.

(d) It is agreed that the employee may opt to take their entitlement, as set out above, at a later date, provided such days are used within one (1) month of the death.

ARTICLE 30 - GENERAL

30.01 No employee covered by this Agreement will enter into any individual contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

30.02 The Employer shall maintain its present practice with regard to Christmas bonuses in which case payment would be made in the first pay cheque in December.

30.03 The Employer shall maintain the present Insurance Benefits at current levels and all employees eligible for Insurance Benefits will have \$1.50 per week deducted for Insurance Benefits coverage.

30.04 Doctors Notes

The Employer's practice is not to arbitrarily ask for a doctor's certificate when an employee is absent from work for less than three (3) consecutive

days unless the employee's record of employment indicates a pattern of absenteeism.

30.05 Medical Certificates

Whenever a medical certificate is requested by the Employer, the employee will be reimbursed for any charges incurred by the Medical Practitioner. Payment shall be made upon the presentation of a valid receipt subject to prescribed fee limits prescribed by the O.M.A.

30.06 The Employer will pay the cost of printing the collective agreement.

ARTICLE 31 - TERM

31.01 This Agreement shall remain in force until the 25th day of August, 2021, and shall continue in force and effect from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination either party provides written notice of termination, or of proposed revisions of this Agreement.

Signed on behalf of Mevotech LP in the City of Toronto this ____ day of _____, 2019.

Signed on behalf of The United Brotherhood of Retail, Food, Industrial & Service Trades International Union in the City of Toronto this ____ day of _____, 2019.

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

MEVOTECH LP

AND

**THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL
& SERVICE TRADES INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

COMPANY RULES

It is agreed that the Company may, at its discretion, issue and enforce from time to time reasonable written rules and regulations which shall be observed by the employees in order to assure the continuing successful and efficient operation of its business. The Company will make every reasonable effort to advise an employee of any rule before disciplining them for it. Posting of any new rule on the bulletin board shall meet this requirement. Common sense rules such as "no fighting" or "no theft" are assumed to be known. Breaches of such rules by an employee may result in disciplinary action, up to and including discharge.

- (a) Possession of illegal weapons while on Company property;
- (b) Wilfully punching or signing another employee's time card.

Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any plant rule or any of the provisions of this Agreement shall be conclusively deemed to be sufficient cause for discipline of any employee, provided that nothing herein shall prevent an employee from filing a grievance to determine whether or not an alleged breach took place.

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

MEVOTECH LP

AND

**THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL
& SERVICE TRADES INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

ATTIRE

The Employer agrees, for the life of this agreement, subject to the OHSA, that employees will be permitted to wear Bermuda-style shorts (i.e. knee length) provided they are in work colours only (i.e. blue, beige, black, brown).

The Employer further agrees, to provide a minimum of two (2) pairs of pants, two (2) long sleeve shirts and four (4) short sleeve shirts every year. It is understood and agreed, that where normal wear and tear requires these garments to be replaced more often than every year the Employer shall do so.

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

MEVOTECH LP

AND

**THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL
& SERVICE TRADES INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

TELEPHONE CALLS

The Employer agrees to the following procedure for handling telephone calls to employees at work.

Phone calls shall be received by the receptionist and a message taken and subsequently given to the employee within two (2) hours.

In the event that the caller indicates that the message is an emergency, the receptionist will ask the nature of the emergency. Emergency phone calls will be immediately transferred to a phone nearby the effected employee.

It is understood that this privilege will not be abused.

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

MEVOTECH LP

AND

**THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL
& SERVICE TRADES INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

TEMPORARY WORKERS

The Employer may from time to time engage agency or temporary workers for a period of time not to exceed four (4) months for each such employee in a twelve (12) consecutive month period. Agency or temporary workers will have no rights or benefits whatsoever under the Collective Agreement and, specifically, will have no rights under the grievance and arbitration procedures of the Agreement. The Employer may terminate the employment of an agency or temporary worker at its discretion. If such agency or temporary worker is retained beyond the above-noted period, he/she will become a probationary employee under the Collective Agreement.

Temporary workers who are hired on as probationary employees will receive one half credit towards satisfying the probationary period.

The intent of this temporary worker provision is to provide additional flexibility to the Employer during peak periods or where the Employer faces temporary skills shortages or needs to replace employees on an extended leave of absence of up to one (1) year. The utilization of such agency or temporary workers is not intended to result in loss of regular pay, seniority or the layoff of a bargaining unit employee.

The Union will inform the Employer of the amount that the Employer is to pay to the Union as a permit fee on a per shift basis per temporary worker.

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

MEVOTECH LP

AND

**THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL
& SERVICE TRADES INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

NEW WAREHOUSE

- (a) For the first four (4) months following the opening of any new warehouse, and for any incidental time prior thereto (e.g. set up), the Company will be permitted to temporarily transfer employees to the facility, acting reasonably, based on operational needs (e.g. training needs, etc.). Thereafter, such temporary transfers require the employee's consent. Such consent may be withdrawn on providing five (5) days' written notice to the Company.
- (b) It is understood and agreed that the Company will solicit volunteers before relying on paragraph (a).
- (c) It is further understood and agreed that an employee transferred under paragraph (a) or (b) will receive mileage at \$0.50 per kilometre from the employee's residence to the new facility or from the employee's former location to the new facility, whichever is greater, to a maximum of \$27.00 per day per employee.

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

MEVOTECH LP

AND

**THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL
& SERVICE TRADES INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

POSTING OF VACANCIES

The Employer and the Union discussed a delay problem arising between time of posting of vacant positions and the time at which a successful applicant moves into the awarded position. The Employer has dealt with this, in part, by building up a backup pool of employees for more skilled positions. The Employer will award the position to the successful applicant within 5 days of the closing of the posting. The Employer will also endeavor to put the successful applicant into the awarded position within 14 days of being awarded the position. In any event, the successful applicant will receive the rate of the job awarded upon being put into the position or at the end of such 14 day period, whichever occurs first.

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

MEVOTECH LP

AND

**THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL
& SERVICE TRADES INTERNATIONAL UNION**

LETTER OF UNDERSTANDING

CROSS-TRAINING

The Employer recognizes the importance of cross-training and will endeavour to ensure that operators are rotated through tasks, ideally monthly, provided that this does not interfere with the efficiency of operations.

SCHEDULE "A"

Salary Scale

	Feb. 1/19	Aug. 1/19	Feb. 1/20
<u>Group 1</u>			
General Labour	\$15.20	\$15.40	\$15.70
Housekeeping	(\$0.20)	(\$0.20)	(\$0.30)
<u>Group 2</u>			
Counter 1 (Admin)			
Order Prep	\$16.35	\$16.55	\$16.86
Materials Feeder	(\$0.20)	(\$0.20)	(\$0.30)
Packer			
<u>Group 3</u>			
Receiver	\$18.40	\$18.60	\$18.90
Utility and Maintenance	(\$0.20)	(\$0.20)	(\$0.30)
<u>Group 4</u>			
Forklift Operator			
Certified Machine Operator (Pneumatic)	\$20.40 (\$0.20)	\$20.60 (\$0.20)	\$20.90 (\$0.30)
Shipper			

Notes:

1. Employees on probation will receive \$0.50 less than the job rate.
2. Lead Hands (LH) designated by the Company will receive a premium of \$1.00 per hour for their added responsibilities. It is understood that the CMO LH premium is now rolled into their base rate.
3. Employees formerly in the wrapper classification will be grandfathered and will have their rates increased at each of Aug. 26/18, Feb. 1/19, Aug. 26/19 and Feb. 1/20 by \$0.30, \$0.20, \$0.20 and \$0.30 on each such date respectively.
4. All employees, who are employed on or after the date of ratification of this Collective Agreement shall receive a lump sum gross payment equivalent of \$0.30 for each straight time hour worked and \$0.45 for each overtime hour worked between August 26, 2018 and January 31, 2019.
5. In addition to #4 above, all employees who are or were in Group 1 on or after August 26, 2018, who are employed on or after the date of ratification of this Collective Agreement shall receive an additional lump sum gross payment equivalent to \$0.40 for each straight time hour worked and \$0.60 for each overtime hour worked in Group 1 between August 26, 2018 and January 31, 2019.
6. In addition to #4 above, there shall be a classification adjustment to Group 4 in the amount of \$0.45 per hour on the date of ratification.
7. The payments referred to in #4, #5, and #6 above are gross lump sum amounts, which will be reduced by statutory deductions, and other amounts authorized by the Collective Agreement.

Group Benefit Plan

- **Life Insurance for:**

- Employees	\$35,000.00
- Qualified dependent spouse	\$15,000.00
- Dependent child	\$10,000.00

- **Weekly indemnity coverage**

- Weekly benefit amount equals 75 % of the first \$825.00 of your weekly earnings plus 40% of the balance.
- If elected for by the Union, LTD coverage will be offered as a non-taxable benefit, wherein all employees would be required to participate and employees would pay 100% of the premiums required for coverage.

- **Extended health care coverage**

Coverage

- Basic prescription drugs and medicines insurance
 - 100% of eligible charges for generic drugs and medicines
 - 80% of eligible charges for non generic drugs and medicines

For all other eligible charges

- 100% of eligible charges for room (semi-private) and board in a hospital in Canada for expenses incurred while out of Canada and 80% of all other eligible charges (ex. psychologist, chiropractor, naturopath, osteopath, etc.)

- **Dental care coverage**

- 80% of eligible charges (mainly basic and preventive services) with a maximum of \$1,250.00 per covered person in a calendar year.

- **Eligibility**

Dental care coverage

- The first day which follows the date an employee has completed three (3) months of continuous full-time employment.

All other coverage

- The first day which follows the date an employee has completed three (3) months of continuous full-time employment.