

COLLECTIVE AGREEMENT

BETWEEN:

AUTOPORT LIMITED
Eastern Passage, Nova Scotia
(hereinafter called the “COMPANY”)

AND

UNIFOR Local 100
(hereinafter called the “UNION”)

JANUARY 1, 2022 - DECEMBER 31, 2023

INDEX

ARTICLE 1	OBJECTS OF THIS AGREEMENT.....	2
ARTICLE 2	RECOGNITION.....	2
ARTICLE 3	MANAGEMENT RIGHTS.....	2
ARTICLE 4	NON-DISCRIMINATION.....	3
ARTICLE 5	UNION SECURITY AND CHECK-OFF.....	3
ARTICLE 6	DISCIPLINE.....	3
ARTICLE 7	STEWARDS/UNION VISITATION.....	4
ARTICLE 8	PROBATIONARY EMPLOYEES.....	5
ARTICLE 9	INVESTIGATION AND GRIEVANCE PROCEDURE.....	6
ARTICLE 10	ARBITRATION.....	7
	EXPEDITED MEDIATION AND ARBITRATION.....	8
ARTICLE 11	SENIORITY & TRAINING.....	9
	SENIORITY PROVISIONS.....	9
	INTERNAL BIDS.....	11
	GENERAL BIDS.....	12
	GENERAL BID FOR TEMPORARY VACANCIES OF 90-DAYS OR LESS.....	12
	ON-CALL POOL.....	12
	TRAINING.....	13
ARTICLE 12	OVERTIME.....	14
ARTICLE 13	SAFETY AND EQUIPMENT.....	16
ARTICLE 14	WAGES.....	18
ARTICLE 15	VACATION.....	19
ARTICLE 16	BEREAVEMENT LEAVE.....	20
ARTICLE 17	HEALTH AND WELFARE.....	21
ARTICLE 18	HOLIDAYS.....	23
ARTICLE 19	COMPANY BENEFITS.....	23
ARTICLE 20	COMPENSATION COVERAGE.....	24
ARTICLE 21	LEAVE OF ABSENCE.....	24
ARTICLE 22	REST BREAKS.....	24
ARTICLE 23	UNION BULLETIN BOARDS AND POSTING OF NOTICES.....	24
ARTICLE 24	REVISION OF CONTRACT.....	24
ARTICLE 25	PRINTING OF AGREEMENT.....	24
ARTICLE 26	DURATION.....	24
ARTICLE 27	RACIAL JUSTICE ADVOCATE.....	24

ARTICLE 1 OBJECTS OF THIS AGREEMENT

- 1.01** The purposes of this Agreement are to promote and maintain a harmonious relationship between the Company and its employees; to define more clearly wages and conditions of employment with an amicable method of settling grievances or differences which may, from time to time, arise; to promote the mutual interest of the Company and its employees; and to provide for the carrying on of the business under methods which will further, to the fullest possible extent, the safety and welfare of employees, together with efficiency and economy of operation. It is recognized to be the duty of both the Company and the Union to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.
- 1.02** It is understood by the Union and employees that the Company's business is highly dependent upon the efficiency and performance of each and every employee. The Union and employees will co-operate in every possible way with the Company to ensure that efficiency and performance are maintained at all times.

ARTICLE 2 RECOGNITION

- 2.01** The Company recognizes the Union UNIFOR as the Bargaining Agent for full-time and regular part-time employees who are employed by the Company at its facility located at Eastern Passage, Nova Scotia, in the classifications listed in Article 14.01.
- 2.02**
- (a) The Union agrees that regular part-time employees are defined as persons who have completed their probationary period and who work fewer hours than full-time employees.
 - (b) Employees who have supervisory duties shall not be permitted to perform work generally recognized as bargaining unit work except in an immediate situation to meet customer demands or when qualified bargaining unit employees are not available or cannot be made available within a reasonable period of time. The application of this article is not intended to result in the layoff of employees in the bargaining unit. Any violation of this Article is grievable.
 - (c) All employees who work 2240 regular hours, including compensated vacation/statutory holidays, and bona fide illness or injury, shall be entitled to move to full-time status.
 - (d) No regular part time employee shall work when full-time, qualified employees are available for such work, provided that the work in question is not overtime work for the full-time employee. For purposes of this article, employees will be considered to be unavailable if they have been otherwise scheduled to a 40 hour bid shift. By mutual agreement the parties may agree to introduce a part-time schedule.

2.03 Notwithstanding Article 2.01 and Article 2.02, the following persons are expressly excluded from the Bargaining Unit:

- a) employees who have supervisory duties;
- b) office and clerical employees;
- c) If scheduling of part-time students is required, a local agreement will be discussed and require the mutual agreement between the Company and the Union.
- d) Temp Workers (See Letter of Understanding at Appendix "A").

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Company has the right to operate and manage the business, control production, maintain order and efficiency, and hire, promote, transfer, demote, lay off and discipline or discharge employees for just cause. The rights reserved to Management herein will be exercised in a manner that is consistent with the terms of the Collective Agreement.

3.02 The Company shall have the right to make, publish, and post working rules and regulations for observance by employees with such additions and alterations thereto as may, from time to time, become necessary in the opinion of the Company, provided they are not inconsistent with this Agreement. Infractions and violations of such published and/or posted rules and regulations may constitute valid cause for invoking disciplinary measures by, and on the part of, the Company, up to and including discharge.

A copy of all Company rules and regulations and any revisions to such rules and/ or regulations will be supplied to the Local Union.

ARTICLE 4 NON-DISCRIMINATION

4.01 Neither the Company nor the Union shall discriminate against any employee on any basis prohibited by the laws of the Province of Nova Scotia.

ARTICLE 5 UNION SECURITY AND CHECK-OFF

5.01 The Company and the Union agree that membership in the Union is voluntary.

5.02 The check-off of Union dues shall be governed by the Rand Formula and shall be an amount specified by the Union. Union dues shall be remitted in full to the Union on a monthly basis. The Company shall remit a list of employees and the prescribed Union dues to the Union no later than fifteen (15) calendar days following the month for which Union dues are deducted.

5.03 In consideration of deducting Union dues, the Union agrees to indemnify and save the Company harmless against any claim arising out of this Article.

5.04 The Company agrees to deduct initiation fees of all new employees who choose to join the Union, provided the Union supplies the Company with an appropriate authorization for check-off of initiation fees.

ARTICLE 6 DISCIPLINE

6.01 The right of dismissal and maintenance of discipline affecting employees shall be the responsibility of the Company. However, no employee shall be discharged unless they have had a fair and impartial investigation and their responsibility established in accordance with Article 9 – Investigation and Grievance Procedure. When the offenses involved are of major significance, immediate discharge may result.

6.02 In cases of demerit, suspension or discharge, the Company shall provide a copy of the written notice to the Union immediately following the suspension or dismissal meeting along with any other relevant information that was relied on by the Company in making its decision.

6.03 Upon discharge of an employee, the Company shall pay all monies due the discharged employee as soon as the necessary documentation can be processed. An employee who voluntarily terminates their employment shall receive all money due to them on the pay day next following the termination.

6.04 Any employee who is to receive a verbal reprimand, written reprimand, demerit or discharge shall be removed from their work station and taken to an office. The employee shall be advised of their right to have Union Representation at this discipline meeting, in the presence of their Shop steward, or other Union representative. In the case that no representative is available, a co-worker from the bargaining unit, who is on duty, may be selected by the employee to attend the meeting. This does not apply for discharge cases; in the case of a discharge, the meeting will be postponed until a union representative is available. The employee is entitled to refuse such representation, and such refusal shall be noted. During the discipline meeting, the employee shall be advised of the offence committed.

(a) Employees shall be notified in writing of any grounds for discipline or discharge. Any discipline assessed will be imposed without delay. The parties agree to use a merit/demerit system, which will be based on the principles established in the Brown System. Prior to issuing a demerit(s) to an employee, the employee will be provided the opportunity to meet with their union representative to review the documents or allegations made by the Company.

(b) For every twelve (12) months discipline-free, 20 points are removed from an employee's file to a minimum of zero points.

- (c) Postponements of above procedures may be mutually arranged. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered to be an admission that such discipline was justified.
- (d) Any absence in excess of six (6) sick/personal days may require justification which is satisfactory to the Company which could include a doctor's note or other documentation. Such justification will be requested within 7 calendar days of the employee's return to work and must be provided within 48 hours of the request.

ARTICLE 7 STEWARDS/UNION VISITATION

- 7.01** Union stewards shall be appointed by the Union allowing for representation on all active shifts.
- 7.02** The stewards shall perform those duties on Company time that pertain to the handling of grievances or alleged violations of this Agreement. The stewards shall be permitted to leave their work station or deviate from their assigned job duties upon securing the permission from a designated Company officer. The list of designated Company officers will be provided and updated by the Terminal Manager. Such permission shall not be unreasonably withheld. Shop Stewards shall not suffer loss of pay while they are attending a meeting with the Company. Overtime rates shall apply.
- 7.03** The name of the stewards shall be given to the Company in writing by the Union, and such stewards shall serve as the agent and representative of the Union unless, and until the Union notifies the Company in writing that such employee has been removed by the Union and provides the name of their successor.
- 7.04** It is agreed that the senior representatives of the Union shall be given a reasonable opportunity to confer with management and the steward, provided the Union notifies the Company and a mutually convenient time has been established for the meeting.
- 7.05**
 - (a) The Company acknowledges the right of the Union to elect from among its members a Local Protective Board consisting of a Local Chairperson, a Vice Local Chairperson, a Secretary, and those Shop stewards necessary to administer this Agreement. The Local Protective Board shall provide an updated list of all such officers and shop stewards to the Company.

The Local Protective Board shall also immediately notify the Company of any changes to these positions.
 - (b) The duties of the duly elected local chairperson of the Local Protective Board shall be to deal with the Company on all matters pertaining to this Agreement, its interpretation, or

administration thereof, unless the circumstances surrounding such matter(s) requires additional participation of another member (s) of the Local Protective Board.

- (c) In the absence of both the local chairperson and the vice local chairperson, the Local President shall assume their duties or appoint a designate.
 - (d) Management and representatives of the Local Protective Board shall hold quarterly meetings for the purposes of discussing labour management matters, which includes staffing level discussions, or sooner upon request from either party.
 - (e) The Company shall provide the Union with office facilities on Company premises, complete with a locked filing cabinet, desk, and telephone. All telephone and internet costs will be assumed by the Union.
 - (f) Members of the Union Negotiating Committee who are employees of the Company shall not suffer any loss of benefits in respect to overtime, pensions, medical and dental coverage, life insurance coverage, and vacation entitlements that they would otherwise be entitled to as a result of participation in negotiating meetings with the Company.
 - (g) The Company agrees that the Chairperson and Vice Chairperson of the Local Protective Board shall be permitted to request time off during regular working hours to administer this Agreement, when necessary. The duration and timing must be mutually agreed between the Company and the Union. Permission must be requested from the Terminal Manager or designated Company officer in writing. Such time off shall not be unreasonably denied.
 - (h) The Company agrees that the President, Vice President, Recording Secretary and the Secretary Treasurer of the Lodge shall be permitted to request time off during regular working hours to perform the duties of the Local union that pertain to the Autoport Limited Eastern Passage bargaining unit employees, when necessary. Permission must be requested from the Terminal Manager or designated Company officer in writing. The duration and timing must be mutually agreed between the Terminal Manager or designated Company officer and the Union.
- 7.06** The Company recognizes UNIFOR or the successor of this organization, properly designated by action in accordance with the Union's constitution, as the sole Collective Bargaining Agent for employees as stipulated in Article 2.01, and agrees to meet with representatives of UNIFOR for the purpose of carrying out terms of this Agreement.
- 7.07** The Company agrees that a Union representative will meet with any new employees, without loss of pay, on their initial day of employment for fifteen (15) minutes. Should no Union representative be available, the Union shall be entitled to this meeting with the new employee(s) within thirty (30) days.
- 7.08** A list of designated Company officers will be provided by the Company to the Union.

ARTICLE 8 PROBATIONARY EMPLOYEES

8.01

- (a) A new employee will be considered on probation until they have completed sixty-five (65) working days or five hundred and twenty (520) hours (whichever occurs first) with the Company.
- (b) A probationary period may be extended by mutual agreement. Thereafter, regular part-time employees will progress through the wage steps set out in Article 14.01, in accordance with the time actually worked during each step as well as the criteria that applies to regular full-time employees. For the purposes of this Article, each six (6) hours or more worked will constitute one (1) day when calculating time worked.

8.02 Seniority shall not accumulate to the probationary employee during the probationary period. However, following satisfactory completion of the probationary period, seniority will be backdated to the last date of hire.

8.03 During the probationary period, the employee may be terminated. The employee shall be entitled to grieve their termination recognizing that the standards of evaluation during the probationary period are to be determined by the Company.

ARTICLE 9 INVESTIGATION AND GRIEVANCE PROCEDURE

9.01 A grievance is defined to be a complaint or dispute arising between the Company and a Bargaining Unit employee, or the Union, as to the interpretation or application of any express provision of this Agreement.

9.02 It is the mutual desire of the parties that complaints of all employees in the Bargaining Unit shall be adjusted as quickly as possible, and it is agreed that such an employee has no grievance until they have first conferred, in the presence of their Union steward, with their immediate Port Supervisor/ Manager for the purpose of trying to reach a satisfactory resolution of the employee's complaint.

9.03 When an employee is held out of service pending an investigation, the investigation shall not be unduly delayed. In cases involving discipline, the Company will involve Union representatives in the formal investigation. Employees shall be paid while they are held out of service. The final decision will remain the company's to determine if an employee(s) is fit to remain at work.

9.04 As part of the investigation procedure referred to in Article 9.03, the employee who is the subject of the investigation shall be required to answer questions from the Company in the presence of a designated Union representative. The questions and answers shall be

recorded and transcribed, with a copy provided to the Union. The employee's answers to the various questions, and any other statements made in this meeting, can be used in any subsequent proceedings related to the investigation or grievance. Any and all investigations shall be conducted in a fair and impartial manner.

Any evidence used in an investigation including documentation will be provided to both the employee and union representative at the time of the investigation along with an opportunity to recess and review the evidence presented for the formal investigation. During the investigation the union representative will be provided the opportunity to question any witness(s) whose evidence may have a bearing on the matter under investigation and are relevant to the matter under investigation, through the which will be recorded by the presiding officer. All questions and answers will be recorded with copies of the investigation and evidence packages provided to both the employee and union representative at the conclusion of the proceedings. Should new evidence come to light after completion of the initial investigation a supplemental investigation may occur and be subject to the same terms and conditions as the original investigation. Employee and representative shall sign the investigation to confirm attendance, receipt and accuracy of recording.

9.05 The Company agrees, in order to be corrective, an investigation of a potential disciplinary incident must not be unduly delayed. A decision in respect to the investigation will be rendered no later than twenty-one (21) calendar days from the date of the incident, and the Company shall notify the employee and Local Protective Board in writing.

9.06 In the event the employee's complaint cannot be satisfactorily resolved pursuant to Article 9.02, or pursuant to the investigation procedure referred to above, an earnest effort shall be made to settle such difference in the following manner:

(a) The grievance must be reduced to writing, dated and signed by the employee, and/or the Union Representative on a proper grievance form. The written grievance shall contain all available facts, allegations, information and, if possible, the names of all parties with knowledge of the event giving rise to the grievance. The grievance must be received by the Company or its designated representative within fourteen (14) calendar days after the event or occurrence giving rise to the grievance. This may be extended by mutual agreement between the Company and the Union. The grievance should also specify the particular provisions of the Collective Agreement which have been allegedly violated.

(b) Within ten (10) calendar days after receipt of the written grievance, the Company shall provide their response to the grievance in writing to the Union. Should the Company response not satisfy the Union, the Company shall meet with a representative of the Union and/or the employee to attempt to settle the grievance. This may be included as an agenda item in the labour/ management

meetings held quarterly as per 7.05(d) and will be held no later than thirty (30) days after receipt of the Company's response to the grievance. The Union and the Company may agree, in writing, to an extension of time for the rendering of this decision.

- (c) If the Union is not satisfied with the decision rendered in section (b) above, or if the grievance procedure outlined in section (a) and (b) above has not been followed by the Company, the Union may submit the grievance to arbitration within thirty (30) calendar days following the meeting as per Article 9.06(b). The Union may also file in cases where the Company fails to respond within the timelines specified above.
- (d) Notwithstanding the provisions of Article 9.06(c), should the Union wish to request a meeting between a senior officer of the Union and the Company to discuss a grievance which is not settled in accordance with the procedures set out in Articles 9.06(a) and (b), such a meeting shall be held within thirty (30) calendar days of such a request. The purpose of such a meeting is to fully discuss the grievance with a view of reaching a settlement prior to such grievance being submitted to arbitration. The time limits in such circumstances would commence at the expiration of the meeting set out in this Article.

ARTICLE 10 ARBITRATION

- 10.01** Where a grievance is to be referred to arbitration, the parties shall proceed by way of a single arbitrator. The parties will attempt to agree on a single arbitrator and, if after fourteen (14) days they are unable to do so, the parties will refer the appointment to the Minister of Labour.
- 10.02** In the event the Arbitrator is unable to conclude the matter for any reason due to incapacity, a new Arbitrator shall be appointed in the same manner as set out in Article 10.01.
- 10.03** The decision of the Arbitrator shall not change, add to, vary, or disregard any conditions of this Agreement. The decision of the Arbitrator shall be final and binding on the Company, the Union, and all employees concerned. The decision of the arbitrator must be rendered within thirty (30) days from the last day the dispute is heard in arbitration, unless mutually agreed between the arbitrator, the Union, and the Company to extend the time limits because of unforeseen circumstances.
- 10.04** The costs of the Arbitrator shall be borne equally by the Union and the Company.

10.05 No matter shall be submitted to arbitration which has not been properly carried through the requisite steps of the grievance procedure, unless the parties mutually agree to expedite the procedures.

10.06 EXPEDITED MEDIATION AND ARBITRATION

Notwithstanding the procedural requirements of the Collective Agreement, the parties agree to submit certain grievances not resolved at the meeting in accordance with Article 9.06(d) to expedited Mediation/Arbitration on an as needed basis.

The expedited hearing shall be scheduled at a mutually agreeable time. The Union or the Company shall submit a list of grievances to the other party to be submitted to expedited mediation/arbitration no later than thirty (30) days prior to the expedited hearing, unless otherwise agreed. To the extent possible, all grievances, shall be placed into the expedited process, except for the following:

- (i) Dismissal cases;
- (ii) Contracting out cases;
- (iii) Any other cases mutually agreed to not be progressed in the expedited form.

- (a) Expedited cases shall be referred to agreed-upon Mediators/Arbitrators referred to in Item (i) herein.
- (b) A Joint Statement of Issue (JSI) containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated, shall be jointly submitted to the Mediator/Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon a JSI, each party shall submit a separate Ex-parte statement to the Mediator/Arbitrator no later than twenty-one (21) days in advance of the date of the hearing and shall at the same time provide a copy of such statement to the other party.
- (c) At the hearing the positions of the parties shall be presented orally. Written briefs need not be utilized in the presentation of expedited cases. Each party shall be given a total of twenty (20) minutes to present its position and arguments and then an additional ten (10) minutes each for rebuttal. The normal burden of proof shall prevail. The parties may submit such documents, including a summary of the parties' presentation, records or other evidence, as they deem appropriate, subject to the normal rules of admissibility and discretion of the Mediator/Arbitrator. Awards shall not be precedential or referable for the purposes of any future case(s). Expedited awards shall not be quoted or otherwise cited at the presentation of any other cases before any Arbitrator, and shall not be reported, except to the parties. Written reasons for the award shall be provided only to the parties to the grievance and they shall be numbered in sequential order, for administrative ease of identification only. However, the decision of the Mediator/Arbitrator shall not in any case add to, subtract from, modify, rescind or

disregard any provision of the applicable Collective Agreement. The Mediator/Arbitrator shall, upon request of either party, or if they deem fit, issue an immediate award, to be followed up with a more detailed confirmation in writing.

- (d) Where, at any time during the filing or presentation of a case under this process, it appears to the Mediator/Arbitrator, after consultation with the parties, that the case is not appropriate for proper hearing and disposition under this process, and should be heard through the normal arbitration procedures, they may refer the matter back to the parties to be progressed in accordance with the normal operation of Article 10.01 to 10.05 – Full Arbitration Process.
- (e) Notwithstanding the foregoing, the parties may, by mutual agreement, request that mediation be involved at any time in the Expedited Process. The Mediator/Arbitrator may, at their sole discretion, mediate the dispute in advance of the commencement of the expedited hearing. Any mediated settlement shall be without prejudice to either party and shall not be construed as an admission of liability by either the Company or the Union.
- (f) Representations and arguments during this process shall be restricted and limited for each case, to not more than two (2) spokespersons for the Union and two (2) for the Company. Legal counsel will not be permitted to attend on behalf of either party. Witnesses will not be called, but affidavits and witness statements may be submitted as evidence.
- (g) Each decision rendered under this process shall be final and binding upon the Company, the Union, and any implicated employees. The Mediator/Arbitrator shall remain seized for each case presented. It is clearly understood and agreed upon that the decisions shall not be precedent setting for the purposes of any future case. To that end, expedited Mediation/Arbitration awards or settlements shall not be quoted or otherwise cited at the presentation of any other cases before any Arbitrator, and shall not be reported, except to the parties, as required by the Nova Scotia legislation if any.
- (h) The parties agree that these cases can be instructional, and results should help with interpreting and addressing similar issues that might arise in the workplace.
- (i) Cases that are agreed upon to proceed under this process, must be referred to an arbitrator mutually agreed upon by the parties and the hearing will be convened on a mutually agreed date and time. The parties will make every effort to agree on an Arbitrator. If no agreement is forthcoming, either party may apply to the Minister of Labour for an appointment of an Arbitrator.
- (j) Any and all fees charged by or costs incurred by the Mediator/Arbitrator shall be shared equally between the Company and the Union.

ARTICLE 11 SENIORITY, JOB BIDS, ON CALL and TRAINING

SENIORITY PROVISIONS

11.01 Each employee covered by this Agreement shall have seniority equal to their length of continuous service with the Company dating from the date of their last employment by the Company.

Should employees have the same date of employment, seniority shall be determined on the basis of the following factors, in the priority order listed:

1. The employee with the longest previous service with the Company;
2. The employee with the lowest last three digits of their social insurance number.

11.02

(a) The Company shall be comprised of the following departments:

- (I) Service
- (II) Stockroom
- (III) Body/Paint Refinishing
- (IV) Maintenance
- (V) Operations
- (VI) Railhead

(b) The establishment of an employee on-call pool, and a program for training, is not intended to be used to displace permanent employees or to reduce their hours of work. However, the parties do acknowledge that if workload realities require, the lay-off and recall provisions of this Collective Agreement remain in full force and effect.

Employees on-call are those that are not assigned a bid due to their seniority or preference. They are utilized to protect additional workloads based on operational demand. Employees on layoff may also be added to the on-call list. Employees on-call are called for work in order of seniority in accordance with 11.09 of this Article. The on-call pool will not exceed 20% of the bargaining unit. Prior to a layoff the parties will discuss options to reduce the impact of the pending layoff(s).

11.03 It is understood that all employees shall have seniority and qualifications in the Operations Department based on the employee's length of service with the Company. Such employees shall maintain such seniority in any other department they work.

11.04

(a) In cases where a shortage of work that will result in a reduction of positions, the company will notify the union and affected employees in writing. Employees whose position has been affected by the layoff notice shall have the right to exercise their seniority to displace to a position of their choice held by a junior employee in the designated work area with the shift, days off, hours of work and applicable rate of pay, providing the

employee is qualified to perform that work. For the purpose of this Article, the designated work area shall be in the Department as defined in Article 11.02(a).

Employees affected by the layoff notice will also have the opportunity to transfer to the on call pool or request in writing a formal layoff notice from the company in which case the original date of layoff will apply. The employee(s) shall be laid off in reverse seniority order based on the employee(s) Company seniority. The senior employee shall be the last to be laid off and the first to be recalled. The employee(s) and the Union shall be given during their regular working hours, as much advance notice as possible, but in any event, at least seven (7) calendar days' notice of such layoff. A senior employee may elect to accept a layoff in place of a junior employee so long as enough qualified employees remain to protect the operation as required by the company in which case the original date of layoff will also apply. Senior employees on lay-off will be given an opportunity to return to work with their seniority rights prior to their termination under Article 11.05. The Union shall be advised each time.

It is the employee's responsibility to submit their layoff form to the terminal manager or designate, identifying their choice to bump, enter the on call pool, or accept the layoff. The employee's new shift will commence at the beginning of the work week following receipt of the layoff form so long as said request was received by noon local time on Friday. If received after noon on Friday, the new shift will commence the following work week.

- (b) Notwithstanding Article 11.04 (a), an employee may only displace an employee of lesser seniority in Category "A" (Tradesman) provided the employee possesses the necessary qualifications to perform the required work. The exercising of seniority to displace a junior employee shall not be permitted except when employees are subject to lay-off or positions are abolished.
- (c) Employees will remain in their regular department when there is work available. This does not prevent management from moving employees for short-term assistance in another department due to operational requirements. In addition, to honour the 40 hour guarantee, when there is a shortage of work in that department, employees may be required to work in another department for which they are qualified.

This process will not be used to displace or replace full time positions within a department.

The parties agree that they can reach alternate arrangements by mutual agreement.

11.05 An employee shall lose their seniority and the employment relationship shall cease in the event an employee:

- 1) voluntarily quits;
- 2) is discharged;

- 3) fails to report to work after a layoff within three (3) days after notice to return to work for a position of greater than ninety (90) days as set out in Article 11.06, or after an attempt has been made to deliver the notice to their last address appearing on the Company's records. The Union shall be entitled to verify the availability of employees under this Article within the time periods set out herein. This clause shall not apply if the Company is notified that the employee will be absent from the area and the Company accepts the reason for the absence;
- 4) is absent without reporting off for any three (3) consecutive working days without a satisfactory explanation;
- 5) gives a false reason for obtaining a leave of absence;
- 6) engages in other employment while on a leave of absence or sick leave without prior permission from the Company;
- 7) on retirement;
- 8) is laid off for a period of greater than eighteen (18) consecutive months.

11.06 Each employee covered by this Agreement shall notify the Human Resources Department immediately in writing of any change in their mailing address, and shall provide the Company with one primary phone number at or through which they can be reached. In the event any employee fails to comply with the provisions of this section, the Company shall not be responsible for failure of correspondence, notices, and messages to reach such employee.

11.07 The seniority of any employee promoted out of the Bargaining Unit to a managerial position shall be lost effective the date of the transfer.

11.08 Employees on layoff are required to pay their share of benefit premiums up to the maximum of a three (3) month period and shall have the option to continue paying their share of benefit premiums after three (3) months. For clarity, employees will only pay their share of benefit premiums after three (3) months for so long as the Medical and Dental Plan provider allows for laid off employees to be covered by the Medical and Dental Plan. Failure to make mutually agreeable arrangements to pay benefits while on layoff will result in an employee's benefits being terminated.

11.09 A Company-wide seniority list shall be compiled by the Company quarterly to cover all Bargaining Unit showing the seniority standing of each employee. This list shall be posted on bulletin boards in full view of employees and one (1) copy furnished to the Local Committee of the Union. The seniority list shall also indicate the employees status.

11.10 Employees who, in lieu of layoff, elect to join the on-call pool will remain an active employee with the Company.

11.11

- (a) An employee temporarily laid off from their department for lack of work and/or transferred to the on-call pool, as a result of such layoff or transfer, shall be returned to the department from which such employee was laid off or transferred when there is work available.
- (b) Employees permanently transferred, or transferred through lay-off provisions including the on call pool, to a lower job classification shall be paid at the rate of the new classification after a notice period of 20 consecutive working days.

11.12 No new employee shall be hired until those employees at the Company, either working or on layoff, have been given the opportunity to apply for, or be recalled to the position.

11.13 When a new Bargaining Unit position is created, a wage rate and classification for the new position shall be established consistent with the terms of the Agreement. The Company agrees to post all new positions with the established wage rate. The job bulletin must include the work location (Department) shift, days off, hours of work, and the rate of pay.

11.14 The time periods set out in Article 11 may be extended by mutual agreement between the designated Company officer and the Local Chairperson of the Union.

11.15 BIDDING PROCESS

a) INTERNAL BIDS

Separate internal bids will be held for each department when:

- 1) Company alters any of the start times, days off
- 2) New assignments are created due to customer demand (ie Exhaust, body-kits or other campaigns etc.)

The Internal Bid Procedure is as follows:

- 1) Bids will be posted for a period of not less than seven (7) days
- 2) Shifts will be numerically titled. Employees are required to rank their preference in numerical order with the lowest number being the most preferred and the highest number being the least preferred.
- 3) Bids will be accepted by the designated Company officer until the expiry date as specified on the posting.
- 4) Once bidding has closed, shift preference will be granted in seniority order unless a skills assessment is required, which may include elements such as aptitude and physical testing. Such requirements will be identified on the bid posting. The requirement assessment will be administered by the Department Manager and Human Resources.

- 5) If an employee does not bid, they will be placed into a remaining available position, by seniority, once the bid process concludes and will not be able to displace a junior employee who participated in the bid process.
- 6) Employees absent during the entire bidding period will be allowed to exercise their seniority upon their return to active duty.
- 7) Successful bids will be posted for review no later than 14:30 on Thursday of the week prior to the effective Monday.
- 8) The anticipated end date of the bid period as well as number of employees per shift will be included on the posting.
- 9) Successful bids will be for 8 hours per day, 5 days per week with 2 consecutive rest days. The Company will not reduce the hours of work or the number of employees on a bid. Any reduction of work will be subject to the layoff language in 11.04 of this Article.
- 10) Additional shift bids may be mutually agreed to when operational demands change significantly (i.e. increase/reduction in staffing needs on a given shift or overall).
- 11) Once an employee has exercised their seniority to select a preferred bid, there shall be no bumping except in accordance with 11.04.

The Company shall provide reasonable appropriate training, and regular performance assessments at a minimum of one (1) week intervals, during any training period. Such training may be terminated when the employee does not demonstrate sufficient progress or aptitude to successfully complete the training. Such employee shall be returned to the last position the employee occupied.

(b) GENERAL BIDS

In addition to the Internal Bid Procedure identified in Article 11.15(a), the Company will post general job bids when positions are not filled by applicants within fourteen (14) calendar days for any of the departments as set out in Article 11.02 when:

- i) New positions are created for an expected period of 90 days or more.
- ii) Vacancies occur which are for an expected period of 90 days or more.

The Company will post such new jobs or vacancies for a period of seven (7) calendar days, in order to allow Bargaining Unit employees to apply. The posted position(s) shall be awarded, within thirty (30) calendar days, to the senior applicant(s). If positions remain unfilled, employees on layoff will be recalled in seniority order from the layoff list. In the event that there are insufficient employees on the layoff list, the employer may hire new employees to fill the vacancy.

A copy of all job postings will be furnished to the local Union chairperson.

In the event that a vacancy occurs when an employee is absent for any legitimate reason, the employee will be able to exercise their seniority to bid into the position upon their return to work. It is the employee's responsibility to notify the Terminal Manager, or designate, in writing, of their intent.

(c) GENERAL BID FOR TEMPORARY VACANCIES OF 90-DAYS OR LESS

When vacancies occur or new jobs are created or additional staff is required in a department for an expected period of less than 90 calendar days, which are not filled within the department as per this Article 11.15, such vacancies or new positions will be posted as a general bid to all employees. The 90-days may be extended by mutual agreement for additional 90-day temporary bids.

Employees assigned to fill such positions shall be considered as temporarily assigned and on completion of such temporary positions they shall be returned to their former permanent assignments.

An employee who exercises seniority in accordance with Article 11.15(b), General Bid, shall take all training in order to qualify for the position in the department as determined by the Company.

11.16 ON-CALL POOL

The establishment of an employee on-call pool is not intended to replace the establishing of permanent bid positions, nor shall it be used to displace permanent employees from their bid position or to reduce their hours of work. However, the parties do acknowledge that if workload realities require, the layoff and recall provisions of this Collective Agreement remain in full force and effect.

- (a) Employees on-call are those that are not assigned a bid due to their seniority or preference. They are utilized to protect additional workloads based on operational demand. Employees on layoff may also be added to the on-call list. Employees on-call are called into work in order of seniority in accordance with 11.09 of this Article. The on-call pool will not exceed 20% of the total bargaining unit workforce excluding employees on layoff. Prior to a layoff the parties will discuss options to reduce the impact of the pending layoff(s).
- (b) The on-call pool of employees shall be drawn upon by qualifications where required in seniority order by the Company.
- (c) Bargaining unit employees who are in the on call department shall be subject to the following rules:

- i) All employees must be available for the complete shift, as determined by the work requirements, on a daily basis, unless the employee is granted a leave of absence or special permission from the Company in writing, or is otherwise eligible for any of the leaves referred to in this Collective Agreement. Employees will be advised of the estimated length of the shift, however, this may vary depending on the workload.
- ii) Any employee not available for work must call the electronic posting number prior to 6:30AM, but shall only be permitted not to be available on five (5) occasions in a nine (9) month period;
- iii) All employees who do not advise of their non-availability must be available for call-in to work until 9:00 am. The Company will attempt to contact the employee and will give each employee fifteen (15) minutes to respond to messages left by the Company.

11.17 TRAINING

A new employee may be hired into and/or trained in any department based on operational demand. Training is not intended to displace permanent employees or to reduce their hours of work. A new employee will not be trained in a department other than operations unless vacancies are posted in accordance with Article 11.15 Bidding Process. A training employee will not be used to displace an employee from their permanent assignment.

- a) Applicants will be provided with sufficient training on their new position, to a maximum of 30-days to demonstrate proficiency. No employee shall be disqualified from their position without the Company notifying the local Union chairperson.
- b) Furthermore, at any time up to ten (10) days of training in the department, the employee must choose whether to continue to be trained in that department or to relinquish all rights to such department for a period of twelve (12) months, except in the event of a permanent reduction in staff in which an employee would be laid off from the Company. Such employee shall be returned to the last position the employee occupied.
- c) If an employee fails to qualify, they cannot re-bid into the same position for twelve (12) months.
- d) In preparation for anticipated peak periods, if there are any employees on recall or layoff, or the on-call pool, the Company may offer training as long as a buddy system is used; which means that each trainee must be accompanied by a member of the bargaining unit. The Company agrees this will not be used to augment the operational needs of the Company during the training period, unless otherwise mutually agreed by the parties.

- e) Employees that sign up for training shall maintain their current rate of pay or the after probationary rate of pay for the department they are training for, whichever is higher. When an employee has trained in a new department for 120 hours and is deemed qualified, they will receive the wage rate of the position, in accordance with total hours worked within the Company, as per Article 14.01, provided they remain working in that department.

ARTICLE 12 OVERTIME

12.01

- (a) An attempt will be made to keep overtime to a minimum, as operational demands permit. All employees shall be asked, in seniority order, to perform overtime work in their respective departments, provided they have the qualifications to do the work. All overtime hours shall be equalized by department, qualification, and by total hours offered. (A list which defines each employee's qualifications will be developed and mutually agreed to, by the Company and Union for the purposes of this Article.)
- (b) Once all overtime has been assigned, the Company will record all hours offered, for purposes of equalization.
- (c) When all employees within a department have been offered the overtime work, the Company will then offer the available overtime to employees who have the qualifications to perform the work, based on the Company-wide seniority list.
- (d) The Company will post the Overtime (seniority) List by the 15th of each month. This list will show each employees YTD (year to date) overtime hours offered, by department and qualification, and a total of all hours offered. Employees will have until the last day of the month to notify their department head of any discrepancies. It is understood that no overtime claim will be valid after that period of time.

12.02 If an employee works overtime within or outside their own department, such employee shall be paid overtime wages based on the employee's regular rate of pay.

12.03 Employees working overtime shall be paid at a rate of time and one-half (1 & 1/2) times the hourly rate for the work being done for all hours worked in excess of forty(40) hours per week, or eight(8) hours per day. Double time will be paid for overtime hours worked after twelve(12) hours per day. When an employee works fourteen(14) hours or more, a meal allowance of ten dollars(\$10.00) will be paid on the employees next pay, subject to unscheduled overtime.

12.04 Employees will be offered overtime based on the equalization list, meaning those with the fewest hours offered will be canvassed first. Where two employees have the same hours offered, the senior employee shall be canvassed first.

- (a) Employees who are called in for overtime shall be paid a minimum of two (2) hours at the regular overtime rate.
- (b) On a day when an overtime assignment is identified, employees shall be contacted as per Article 12.01. Those employees at the worksite shall be canvassed as to their intentions to work or refuse such assignments. Those employees off duty will be contacted and given 15 minutes to respond as to their intentions. Failure to do so will have such employees charged for the lost overtime opportunity.

Employees shall not be charged with hours offered for any of the following:

- (i) Employees on vacation or paid personal days, bereavement, banked overtime
 - (ii) Hours offered which would not provide an eight (8) hour rest period between scheduled shift times; however employees who work a double will have their second shift shortened to allow for 8 hours between shifts where applicable.
 - (iii) Ship Work - hours canvassed in relation to Article 14.04 c), that being 2 hours, will not count toward the equalization total unless they have been worked. When worked they will be counted towards the employees total overtime hours.
- (c) If the Company has made an error in calling in employees for overtime, the affected employees shall be offered the following means to be made whole for their losses - an offer of overtime opportunity equal in time and value.

To correct discrepancies identified through Article 12.01(d), the employee's OT offered will be compared to the employee who has the highest overtime offered. The difference will be determined where the employee's OT hours are less, the company will make reasonable efforts to equalize within 30 days by offering the employee sufficient overtime hours to remedy the deficit. Prior, to performing this calculation, the company will determine if the employee worked OT in other departments and those hours will be added to the employee's balance. In December, the company will look at the final balances and if there are deficits owed then they will pay out any balances greater than 16 hours in the employees department. An employee who has worked OT in another department will have this added to their total, prior to calculating the deficit. Where qualifications within a department is the cause of the difference in overtime offered, then the calculation will not be necessary.

When employees are added or returned to a department, the overtime average of the department, at that time, will be used to start their overtime equalization balance.

12.05 Employees shall be entitled to bank and use accumulated overtime in accordance with the following:

- 1) Time off will be granted subject to the operational demands of the Company. Requests for banked overtime shall be submitted to the employee's supervisor and shall not be unreasonably refused. All requests for banked overtime must be submitted and approved no later than 12:00 p.m., Friday. If, due to extenuating circumstances, requests cannot be forwarded within that time-frame, an extension will be granted until 9:00 a.m. on Monday. Any requests received later, will not be processed until the following pay period.
- 2) Employee(s) shall make a written selection as to the manner in which such employee(s) wish to be compensated for all overtime worked. The options are as follows:
 - (a) Bank all overtime hours by having the equivalent number of hours placed in an overtime bank which can be utilized as set out in the Collective Agreement;
 - (b) Be paid the straight-time portion of all overtime worked, and place the half portion of such hours in an overtime bank to be utilized as set out in the Collective Agreement.

Once an employee has chosen (a) or (b), and decides to later discontinue the banking of overtime, the employee will not be permitted to select the banked overtime option, until the beginning of the following year.

- 3) The employee will be paid all unused banked overtime by way of lump sum, on regular pay deposit.
- 4) Employee(s) will be permitted to withdraw money from their overtime bank a maximum of twelve (12) times per calendar year, without taking time off. Any withdrawal from their overtime bank must be a minimum of \$100.
- 5) If the balance exceeds 120 hours, the excess overtime will be paid out on the pay it was earned.

12.06 Time away from work by bargaining unit employees on approved bereavement leave in accordance with Article 16, approved sick leave in accordance with the Company's sick leave policy, and for meetings between the Union and Management shall be considered working time for the purposes of calculating overtime entitlements after forty (40) hours per week.

12.07 To enhance employee safety and reduce fatigue, the maximum time worked will be 16 consecutive hours prior to 8 hours off work. It is the employees responsibility to protect their scheduled shifts, an employee cannot use overtime to delay a start or excuse an absence for a scheduled shift.

ARTICLE 13 SAFETY AND EQUIPMENT

- 13.01** The Company shall make all reasonable provision for the occupational health and safety of employees. All rights and privileges established under the laws of Nova Scotia in respect of occupational health and safety shall form part of this Agreement.
- 13.02** Employee representatives on the Health and Safety Committee shall be elected by secret ballot by the employees in the Bargaining Unit they represent. All elections shall be conducted and supervised by the Union.
- 13.03** The Company shall have up to five (5) representatives on the Health and Safety Committee. The Bargaining Unit employees shall have up to five (5) representatives on the Health and Safety Committee. Alternates will be recognized to allow for a minimum of one (1) Health and Safety representative per shift.
- 13.04** The Health and Safety Committee shall meet at least one (1) time per month to deal with health and safety responsibilities set out in the Occupational Health and Safety Act and this Collective Agreement. The Health and Safety Committee may meet more often to review accidents, or at the request of either party. Minutes shall be kept of all Health and Safety Committee meetings and be distributed to all Health and Safety Committee members and posted in view of all employees.
- 13.05** Health and Safety Committee meetings shall be scheduled during normal working hours except in an emergency case, in which case a meeting may be scheduled or called at any time.
- 13.06** No Health and Safety Committee member shall lose pay or benefits for time spent on health and safety matters or Health and Safety Committee meetings. Any time spent outside of regular working hours will be paid in accordance with the Collective Agreement.
- 13.07** The duties of the Health and Safety Committee shall include those duties referred to in the Letter of Understanding attached hereto as Appendix "B".
- 13.08** Employees shall not be required to operate equipment or work in unsafe working conditions.
- 13.09** Employees shall immediately report all defects of equipment or dangerous working conditions to the Company, with a copy to the Co-Chairs of the Health and Safety Committee. Such reports shall be made on a suitable form furnished by the Company.
- 13.10** Any employee involved in, or who was a witness to, an accident or injury shall immediately report the accident and any injury or damage to property to the Company. When required by the Company, the employee shall complete an accident/ injury report in writing on forms furnished by the Company or witness statement, and shall enclose all

names of involved employees including witnesses. In these cases, involved employees may be required to remain at work past the end of their normal shift ending time to ensure that a proper and complete root cause investigation is completed, in which case the employee(s) will be paid at the applicable rate of pay, including overtime where applicable. In the case of a formal investigation which may result in the assessment of discipline, employees will not be required to stay past the end of their normal shift ending time but may do so if mutually agreed.

- 13.11** The Company will provide protective clothing, including rubber boots, free of charge to all employees engaged in work where such protection is required due to the dangerous or dirty nature of the job, where recommended by the Health and Safety Committee and approved by the Company. Employees are required to adhere to Company rules and policies regarding personal protective equipment.
- 13.12** Employees are required, as a condition of employment, to wear and/or utilize any safety gear required by the Company. The Health and Safety Committee shall be entitled to examine any such safety equipment to ensure that it meets the appropriate CSA Standards and Guidelines.
- 13.13** The Company shall provide full-time employees with an annual subsidy, towards the cost of CSA approved footwear. Full-time Railhead employees and employees who have been fully trained in Rail will be entitled to return worn out CSA footwear for replacement prior to the one year, (upon return of the worn out footwear), subject to approval by the Company. The employee shall be required to purchase the footwear and provide the Company with a suitable receipt before receiving this subsidy.

The Company will provide employees with an annual subsidy, toward the cost of work related clothing and CSA approved footwear. The employee shall be required to purchase the item and provide the Company with a suitable receipt before receiving this subsidy.

The combined annual subsidy for the above will be \$400.

Probationary and regular part-time employees may submit for reimbursement a receipt for one pair of CSA approved footwear (to a maximum of \$300.00) so long as the receipt is dated on/after an employee's hire date. Reimbursement will be made only after successful completion of the employee's probationary period. Employees will not be eligible for reimbursement in excess of this one pair of footwear until they reach full-time status at which time they will be eligible for the \$400.00 annual subsidy described in the first three (3) paragraphs of 13.13.

- 13.14** Employees shall not carry any unauthorized passengers in or on Company equipment or vehicles owned or in the possession of the Company.

ARTICLE 14 WAGES

14.01 The following are the pay rates for employees covered by this Agreement:

<u>SERVICE DEPARTMENT</u>		
CATEGORY A (TRADESMAN)		
	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$30.14	\$31.56
(After Probationary Period)	\$31.60	\$33.06
CATEGORY B (SEMI-SKILLED WORKER)		
	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$23.84	\$25.07
(After 5,200 Hours Worked)	\$25.68	\$26.97

<u>MAINTENANCE DEPARTMENT</u>		
JANITOR		
	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$22.66	\$23.85
(After 5,200 Hours Worked)	\$23.84	\$25.07
UTILITY LABOURER (SEMI-SKILLED)		
	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$25.68	\$26.97

<u>OPERATIONS DEPARTMENT</u>		
OPERATIONS		
	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$22.66	\$23.85
(After 5,200 Hours Worked)	\$23.84	\$25.07
MARKER (NON-TEMPORARY)		
	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$25.13	\$26.40

Employees who are asked to perform a Marker's duty on a temporary basis will be paid an additional fifty cents (\$0.50) per hour over their normal rate, with a maximum rate of the Marker rate as identified in the chart above.

RAILHEAD DEPARTMENT**CATEGORY "A" EMPLOYEE (TRACKMOBILE)**

	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$20.37	\$21.50
(After Probationary Period)	\$22.69	\$22.89
(After 2,240 Hours Worked)	\$25.39	\$26.67
(After 5,200 Hours Worked)	\$28.92	\$30.30

Employees will receive an additional \$0.25/hr after 2240 hours worked on Trackmobile, and an additional \$0.25/hr (total \$0.50/hr) after 5200 hours worked on Trackmobile.

Employees who are not assigned a Trackmobile bid but are required to work Trackmobile for any portion of their shift will receive premium pay in accordance with the above for all hours worked during that shift.

CATEGORY "B" EMPLOYEE (RAILHEAD)

	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$23.84	\$25.07
(After 5,200 Hours Worked)	\$27.38	\$28.72
(FULL KNOWLEDGE OF TIE-DOWN PROCEDURES)		

STOCKROOM DEPARTMENT

	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$23.84	\$25.07
(After 5,200 Hours Worked)	\$25.68	\$26.97

PAINT AND BODY REFINISHING**CATEGORY A (TRADESMAN)**

	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$30.14	\$31.56
(After Probationary Period)	\$31.60	\$33.06

CATEGORY B (SEMI-SKILLED WORKER)

	<u>January 1, 2022</u>	<u>January 1, 2023</u>
(Probationary)	\$18.83	\$19.91
(After Probationary Period)	\$21.15	\$22.30
(After 2,240 Hours Worked)	\$23.84	\$25.07
(After 5,200 Hours Worked)	\$25.68	\$26.97

14.02 An employee has the right to grieve the denial of movement between wage steps.

14.03 All Lead Hands will be paid one dollar (\$1.00) per hour in addition to their normal hourly rate of pay when performing their normal Lead Hand duties. For the purposes of this Agreement, the responsibility of Lead Hands is exclusively confined to the work involved in their department as a leader, and not as a supervisory officer in charge of a department.

Lead Hands will be selected from the department where they regularly work. If more than one lead is working on shift, seniority will be the factor used to select the lead.

14.04

- (a) Scheduling of work days and work weeks shall be the responsibility of the Company. The normal work week will be forty (40) hours per week, five (5) days per week, eight (8) hours per day. Preference will be given to Saturday and Sunday as rest days if operational circumstances permit.

Additional shifts may be implemented based on operational circumstances in which case the shifts will be mutually agreed to by the Company and the Union.

- (b) Employees shall be granted a thirty (30) minute meal period within the fifth (5th) hour of the commencement of their shift.
- (c) Employees who are assigned to work a ship will be paid an additional one dollar and fifty cents (\$1.50) per hour. It is agreed that these employees must work until the end of the ship work-through; but in no case beyond 2 hours unless there is mutual agreement between the Union and the Company.

14.05 Any employee who has attained fifteen (15) years of service with the Company, will be paid the top wage rate in their respective department in their classification or category.

14.06 When a Company error in payroll results in an employee being underpaid, the following will apply: Provided the employee reports the error to the designated Company officer within 48 hours from the time paystubs are made available to employees:

- (a) any payroll shortage of one (1) day's pay or less will be corrected on the following payroll.
- (b) any payroll shortage greater than one (1) day's pay will be corrected immediately, and the payment will be processed within the current pay cycle through an off-cycle pay. Processing of the off-cycle pay will occur within 3 days.
- (c) any payroll shortage reported to the designated Company officer after the 48 hour time period identified above will be corrected on the following payroll.

14.07 Employees shall receive a pay stub, during normal working hours, no later than five (5) days after the end of the pay period for which they are receiving their pay.

The Company may provide the pay stub electronically in the following manner:

- Provide all necessary means for employees to access and print their paystub (ie. Via email, by access to computers in secure and private location at each work site);
- Employees shall be allowed to access the system during their normal working hours;

- Externally via Apps on the employees external devices (if desired by the Employee);
- Provide any and all assistance to the employee should they encounter a problem;

If the company overpays an employee, they will meet with the employee (and union if requested) to reach a mutual agreement on a repayment plan.

14.08 Per Diem for meals during travel is \$55.00, no receipts required. Per Diem shall be paid on the next pay period immediately following the period of travel.

14.09 A minimum of two (2) hours pay will be paid if an employee shows up and there is no work to be performed.

14.10 A minimum of four (4) hours pay will be paid if an employee shows up and commences work, but the work ends prior to the 4 hours.

ARTICLE 15 VACATION

15.01 All employees are eligible to receive vacation with pay in accordance with this Article.

15.02

- (a) Accrual of vacation entitlement begins when the employee commences employment with the Company. Vacation entitlements continue to accrue during the employee's continuous employment with the Company.
- (b) Further, incremental vacation entitlements shall be based on Article 15.02(a).

15.03 Time away from active full-time employment due to maternity leave, bereavement leave, approved leaves of absence, and periods of time where an employee is on worker's compensation, shall be considered continuous employment for the purposes of accrual of vacation entitlements. However, time away from active full-time employment due to an illness or layoff in excess of six (6) months shall not be considered continuous employment for the purposes of determining vacation entitlements.

15.04 Employees are entitled to five (5) days of vacation after six (6) months employment.

15.05 Employees are entitled to 10 days of vacation after 12 months of employment, with a maximum of 10 days per calendar year, until 3 years of service.

15.06 The Company reserves the exclusive right to determine when vacations shall be taken. In scheduling vacations, as long as consistent with the Company's requirements for maintaining its standard of production, preference for the timing of the vacations of employees shall be given to the most senior employees within each classification, with the Company retaining the right to determine the number of employees off on vacation at any time.

Subject to operational convenience, and taking into account the fact that the Company has the right to determine who is off at any particular time, vacation scheduling shall be by mutual agreement.

When the on call pool is not being fully utilized, the Company agrees that they will use the on call pool to grant vacation requests when practicable to do so.

15.07 All vacation time must be taken in the year it comes due, except in the case of a lengthy bona fide illness or injury. Vacation cannot be carried forward from one year to the next unless authorized by the Terminal Manager. The Company shall not unreasonably withhold permission to carry vacation forward from one year to the next.

(a) The Company will post a vacation calendar with allotments no later than February 1st each calendar year. Employees are required to submit their request for their full vacation allotment no later than February 28th each calendar year. Approved vacations will be posted no later than March 15th each calendar year. Any requested changes by employees to their original requests will be approved on their individual merit so long as it does not displace another employee. Vacation requests for time off prior to March 15th will be subject to the provisions of Article 15.08.

15.08 Subject to Article 15.07, every attempt will be made to grant a minimum of two (2) weeks of vacation at one time. All vacation periods of three (3) to five (5) weeks will be at the discretion of the department Manager and must be approved by the department Manager in writing.

15.09 Vacation pay for employees shall be based on a percentage of the employee's gross annual earnings in accordance with the following:

<u>Length of Service</u>	<u>Vacation Period</u>	<u>Percentage of Earnings</u>
Six Months	One Week	4%
One Year	Two Weeks	4%
Three Years	Three Weeks	6%
Five Years	Four Weeks	8%
Twenty Years	Five Weeks	10%

Employees eligible for additional vacation allotment may request that additional vacation at any time after January 1st in the calendar year in which they become eligible (3rd, 5th, and 20th). For example, an employee with an anniversary date of March 1st can request their additional vacation week any time after January 1st in that calendar year.

ARTICLE 16 BEREAVEMENT LEAVE

16.01 Employees who are bereaved by the death of a relative will be granted time off from work without loss of pay, according to the provisions in this Article.

16.02 When a death occurs in an employee's immediate family, they shall be compensated for the time actually lost from their regularly scheduled work, from the day of the death and the days following it, up to and including the day of the funeral, but not to exceed five (5) work days. If a death occurs in the immediate family of an employee when the employee is at work, the employee shall be granted compassionate leave with pay for the remainder of the employee's scheduled shift.

For the purposes of this Article, immediate family includes the employee's spouse or common-law partner, children (including stillborn child), grandchildren, parents, brothers, sisters, father-in-law, mother-in-law, and grandparents in a situation where a close grand-parental relationship existed (eg: where the child is raised by grandparents instead of parents), any relative of the employee who resides permanently with the employee or a relative with whom the employee permanently resides.

16.03

(a) Employees may be granted time off from work for the death of a relative not a member of their immediate family, not exceeding one (1) working day (eight (8) hours) with pay and four (4) days without pay. This includes the employee's aunts, uncles, nieces and nephews. Employees must provide written request for unpaid time off.

(b) Employees may be granted time off from work not to exceed two (2) working days (sixteen (16) hours) with pay and three (3) work days without pay for the death of grandparents (except as stated above), sisters-in-law and brothers-in-law. Employees must provide written request for unpaid time off.

16.04 Any time off under this Article must be approved by the Terminal Manager or Director of Human Resources.

16.05 Compensation allowance while on bereavement leave will not exceed eight (8) hours per day at straight time, based on the employee's regular salary.

16.06 Bereavement leave pay will not be paid in addition to any other allowable pay for the same day, such as holiday pay, sick pay, etc. The only exception to this will be when a death occurs in the family while an employee is on vacation. In such cases, additional vacation days may be granted to compensate for those days used as bereavement leave.

16.07 In the case of a death in an employee's immediate family, when an employee requires additional time off to travel outside of Nova Scotia, an additional unpaid leave of absence may be approved by the Terminal Manager or Director of Human Resources. Employees

who have vacation pay or banked OT may request additional time off with pay in writing; such requests will not be unreasonably denied.

If the provincial bereavement is changed within the Labour Standards which results in an increase, the Company will make the same change.

ARTICLE 17 HEALTH AND WELFARE

17.01 The Company agrees to provide clean and sanitary washroom and lunchroom facilities. The Union and the employees recognize that it is incumbent upon the employees to utilize the facilities in such a manner as to keep them as clean and sanitary as possible.

17.02 Employees covered by this Collective Agreement shall be covered by the mutually agreed Anti-Harassment Policy.

It is agreed that there shall be no discrimination or harassment towards an employee by management personnel or by another employee based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted.

The prohibited grounds of discrimination and harassment are defined and interpreted in accordance with the Canadian Human Rights Act.

Employees covered by this Collective Agreement shall be covered by the Nova Scotia Human Rights Act which prohibits actions that discriminate against people based on a protected characteristic in combination with a prohibited area.

ARTICLE 18 HOLIDAYS

18.01 The following holidays will be observed for regular full-time employees who have completed their probationary period:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	HRM – Civic Holiday
Labour Day	Thanksgiving
Remembrance Day	Christmas Day
Boxing Day	

18.02 If one of the above-mentioned holidays occurs during a full-time or regular part-time employee's vacation period, the employee will receive an additional day off with pay.

- 18.03** To be eligible for holiday pay, an employee must work their regularly scheduled working day immediately preceding and immediately following such holiday, unless otherwise excused. Regular part time employees must work the shift before and after the holiday if required, to be eligible for holiday pay.
- 18.04** Regular part-time employees shall be entitled to any of the above holidays as long as they qualify under the applicable provisions of the Nova Scotia Labour Standards Code.
- 18.05** Employees eligible for holiday pay in accordance with Articles 18.01, 18.03 and 18.04 shall receive eight (8) hours for each such holiday at the rate of pay applicable to the employee's regular position. Employees who are required to work on a statutory holiday shall be paid at time and one-half their regular rate of pay for all hours worked on such holiday, in addition to the holiday pay if the employee qualified for such holiday pay.
- 18.06** An employee entitled to holiday pay shall be paid for each general holiday, even if it falls on a regular day off (Saturday or Sunday), or on any other assigned rest day.

ARTICLE 19 COMPANY BENEFITS

19.01 PERSONAL/SICK DAYS

- (a) Employees will be entitled to forty-eight (48) hours of personal/sick time per calendar year.
- (b) If an employee is hired, recalled, or returns from a leave of absence prior to June 30, they shall be entitled to 48 hours sick/personal time. If an employee is hired, recalled, or returns from a leave of absence July 1 onward, they shall be entitled to 24 hours sick/personal time.
- (c) Employees who do not use any or all sick/personal time throughout the calendar year shall have the remaining time paid out at regular time in January of the following year.
- (d) Sick/personal time shall be taken in full hour increments only, at a minimum of two hours at a time and must be taken contiguous with the beginning or end of the shift.
- (e) Twenty-four (24) hours notice must be provided to the Company prior to taking personal time.
- (f) Employees who are sick or otherwise unable to protect their shift due to unforeseen circumstances, must advise the call-in line at least 90 minutes prior to the start of their shift.
- (g) A maximum of 10% of employees – by shift, by department – can be off on personal day leave at any given time.

- (h) Requests received after work has commenced for personal leave shall be granted by seniority based on availability. This will not impact an employee who had their request previously approved.
- (i) Any request outside of the above parameters will be approved at the discretion of Management.

19.02 The Company agrees it will provide and shall not reduce the following benefits that presently exist at the Company. The Company further agrees that any change to the Group Insurance Plan and the Health and Dental Plan in effect at the signing of this Agreement, would require ratification by the membership:

- (a) Group Insurance Plan
- (b) Pension Plan Employees may enroll in the pension plan following 24 months of continuous service:

Employer Contributions

Less than 5 years of service	3%
Less than 10 years of service	4%
Less than 15 years of service	6%
Less than 20 years of service	8%
Greater than 20 years of service	9%

- (c) Health and Dental Plan
- (d) Personal/Sick Days

19.03 Copies of all applicable benefits will be provided to new employees upon completion of their probationary period. Copies of applicable benefit plans will also be provided to existing employees at any time, upon reasonable notice.

19.04 Regular and part-time employees shall be required to join and pay premiums for the Medical and Dental Plan upon completion of their probationary period. Such employees shall be required to pay one hundred percent (100%) of the cost of this program, until they have completed one (1) year of continuous service with the Company. Full time employees shall pay fifty percent (50%) of the cost of the medical and dental coverage and the company shall pay fifty percent (50%). After completion of ten (10) years of service with the Company, the employee will pay thirty percent (30%) and the Company will pay seventy percent (70%) of the cost of the medical and dental coverage.

ARTICLE 20 COMPENSATION COVERAGE

20.01 If an employee is injured while on duty and is required to leave the workplace for medical attention, the employee shall be compensated for the remainder of their day's

shift upon receipted medical verification that the employee was medically unable to complete the shift.

ARTICLE 21 LEAVES OF ABSENCE

21.01 The Company will comply with existing legislation respecting maternity and parental benefits.

21.02 The Company will make up the difference between an employee's daily pay and the amount of money paid per day by an employee received while serving as a member of a jury, or as a result of the employee being subpoenaed as a witness in a criminal proceeding where the employee is not a party to that proceeding, to an amount equal to the normal eight (8) hours per day which the employee would have been eligible to receive for working that day, provided the employee was scheduled to work on the day(s) in question.

21.03 The Company agrees to grant time off for employees enrolled in a recognized Nova Scotia Department of Labour apprenticeship course for Auto Body employees and to pay the registration fee for these courses. The Company also agrees to pay the employee's benefits and to continue their seniority while attending the apprenticeship course.

21.04 Employees shall be entitled to apply for leaves of absences for personal reasons and Union business. The Company will not unreasonably withhold requests for such leaves provided operational demands permit. In the case of Union business, the employee will be required to provide ten (10) working days notice of leave of absence. While on approved leave for Union business, the Company will continue to pay the employee the equivalent of their regular weekly earnings, with applicable benefits, and will invoice UNIFOR for full re-payment of this amount.

ARTICLE 22 REST BREAKS

22.01 The Company agrees to provide each employee covered by this Collective Agreement with one (1) fifteen (15) minute rest break between the second (2nd) and third (3rd) hour of the start of shift and one (1) thirty (30) minute meal period per shift with pay, commencing and concluding within the limits of the fourth and fifth hour of the commencement of their shift. Each employee will also receive a five (5) minute wash up period at the end of their shift with pay. When working overtime after a scheduled shift, a fifteen (15) minute break will be provided after the scheduled shift. Breaks will then mirror those of the regularly scheduled shift.

ARTICLE 23 UNION BULLETIN BOARDS AND POSTING OF NOTICES

23.01 A place will be provided in the time clock areas where proper notices issued by the Union of direct interest, or information pertaining to members of the Bargaining Unit, may be posted by the Local Committee.

All notices or literature posted on the Union bulletin board shall be signed by the member of the local committee who posted the notice. Failure to sign such notice will result in the removal of the unauthorized posting.

ARTICLE 24 REVISION OF CONTRACT

24.01 Should the Company or the Union desire to revise an Article of this Collective Agreement, the party requesting the revision shall do so in writing, containing the proposed statement of change. A meeting to discuss the proposed change shall be held between the Company and the National Union or designate within thirty (30) calendar days.

24.02 If such request for revision referred to in Article 24.01 cannot be settled by mutual agreement during the term of the Collective Agreement currently in force, such revision or revisions may be proposed during the next open period of the contract for inclusion in any future Collective Agreements.

ARTICLE 25 PRINTING OF AGREEMENT

25.01 The Company will undertake the responsibility of printing this Collective Agreement in its entirety and will absorb the cost of such printing.

ARTICLE 26 DURATION

26.01 Unless changed by mutual consent, this Agreement shall continue in force and effect from January 1, 2022 to December 31, 2023, inclusive. The Agreement shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing, ninety (90) days or more prior to the expiration date that it desires to amend the Agreement.

ARTICLE 27 RACIAL JUSTICE ADVOCATE

27.01 In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate.

27.02 A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.

27.03 The UNIFOR Local Union President and the Company Designated Officer is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous, and racialized union members.

27.04 A Racial Justice Advocate is a workplace representative who will assist and provide confidential support for Black, Indigenous and racialized workers whose role in the workplace will include:

- (a) Listening;

- b) Tracking and reporting any alleged incidences of racism and discrimination to Human Resources and relevant Union staff including to the UNIFOR National Human Rights Director. Alleged incidences shall be reported to Human Resources as soon as the Advocate becomes aware of the allegation.
- c) Providing support to black, indigenous and racialized members including concerns related to discrimination and racial violence in the workplace;
- d) Assisting with racial justice initiatives inside the workplace;
- e) Promoting access to community culturally appropriate services;
- f) Working with facility leadership to develop, implement and monitor an anti-racism action plan that is aligned with both Company and Union anti-racism and equity strategies;
- g) Networking with allied organizations and local community partners.

27.05 Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the union, if in agreement, will submit a leave of absence request for approval by the Terminal Manager or Designate and such approval shall not be unreasonably withheld.

27.06 The Advocate will have access to the union office that is provided on site.

27.07 The Terminal Manager or Designate will provide the Advocate support to assist them in their role.

27.08 The Employer and the Union will develop appropriate communications to inform all Black, Indigenous and racialized union members of the role of the Racial Justice Advocate and information on how to contact them.

27.09 The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union.

27.10 The Employer agrees to maintain the wages of the Advocate for the purposes of training related to the Advocate role, subject to approval from the Employer. All other costs will be the responsibility of the Union.

In Witness Whereof each of the parties has caused this Agreement to be signed by its duly authorized officials or representatives as of

Signed, Sealed, and Delivered

in the presence of:

Witness

Witness

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AUTOPORT LIMITED

Per:

Sheryl Walker, Director of Labour Relations
& Human Resources

Gregory Leblanc, Terminal Manager

Tiffany Slaunwhite, HR Business Partner

Alexandra Beers, HR Administrator

UNIFOR

Per:

Zoltan Czippel, Local 100 President

Simon Moreau, Local 100 Vice-President

Adam Hersey, Local 100 National
Representative

) _____
) Scot Spike, Lodge 1 President, Elected
Bargaining Representative

) _____
) Loran Gavel, Lodge 1 Local Chairman,
Elected Bargaining Representative

) _____
) Darlene Hoskin, Women's Advocate,
Elected Bargaining Representative

Letter of Understanding

Appendix "A"

TEMPORARY WORKERS

BETWEEN

AUTOPORT LIMITED

(hereinafter called the "COMPANY")

AND

UNIFOR Local 100

(hereinafter called the "UNION")

It is agreed between the parties that the Company may be required, from time to time, to utilize Temp workers (within the Operations Department only), who are not bargaining unit employees. The purpose of Temp workers is to deal with workloads that are above the Company's normal workload (Eg: adverse weather, offsite storage). Temp workers shall be specifically excluded from the Bargaining Unit; however, the Company shall remit the equivalent of Union dues to the Union on behalf of these Temp workers. The conditions under which Temp workers will be utilized are as follows:

1. Unless mutually agreed by the Union and the Company (in writing), the Company will track the number of Temps used per day. After the 65th day of using Temp workers the Company and the Union will calculate the average number used per day and the Company will hire that number of workers into the Bargaining Unit, within 14 days. The process will then repeat itself for the life of the Agreement. The number does not reset at the end of the calendar year.
2. The number of Temp workers must be predetermined, including start and finish dates, and vehicle volumes. Information will be provided (in writing) to the Union twenty-four (24) hours prior to the Company utilizing Temp workers. However, in extenuating circumstances, 24 hours' notice may not be possible in which case the Company will notify the union prior to scheduling temps. The Company will also provide the Union with the information stipulated within this Appendix within 48 hours. The Company shall provide

to the Union a list of names of the Temp workers and their hours of work, within seven (7) calendar days (with a copy furnished to the Unifor office).

3. The use of Temp workers shall not lead to the layoff of Bargaining Unit employees. The Company will not use Temp workers to replace Bargaining Unit members due to attrition.
4. Every attempt shall be made to ensure that the Temp workers are paid no more than Bargaining Unit employees.
5. The Company agrees to remit to the Union the equivalent of union dues that would be paid as if the temp worker were part of the Bargaining Unit. The Company shall remit payment in the same manner and frequency as payment of dues for Bargaining Unit members. Failure to remit the dues within sixty (60) calendar days will result in a penalty equivalent to twice the regular amount. The union will notify the Company within 30 days, if payment has not been received.
6. Prior to Temp workers being implemented by the Company, all laid-off Bargaining Unit members shall be given preference to work at straight time and overtime where applicable.
7. The Union and the Company agree that using Temp workers is a last resort and preference will be given to Bargaining Unit members willing to perform the work, therefore:
 - (a) If any vehicle remains on the water side within 48 hours of the next ship arrival, the Company will canvas the Bargaining Unit members for any overtime, and will only utilize Temp workers if necessary;
 - (b) Once a ship is unloaded and there is 96 hours prior to the next ship arrival, the Company will use Bargaining Unit members to move the vehicles on the water side, at straight time, or overtime if needed, and will only utilize Temp workers if necessary; and
 - (c) At no time will the Company have Temp workers without first canvassing the Bargaining Unit members.
8. Any deviations from this Letter of Understanding must be by agreement of both parties and must be in writing.
9. If the Union believes there has been a violation of this appendix they will first raise their concern at the lodge level. Failing a solution a discussion will take place with the Local/National level of Unifor. If the matter is not resolved through a discussion the matter will be sent to arbitration, per Article 10. The cost of the arbitration will be shared by the parties unless the arbitrator's decision is in favor of the Union. If the arbitrator's decision is in favor of the Union the Company will pay the full cost of the arbitration. In addition, the Company agrees to pay an additional \$500.00 to the Union.

This Letter of Understanding shall be attached to the Agreement and shall be deemed to be part of the Agreement

Signed on the ___ day of _____ 2022.

FOR UNIFOR CANADA

FOR AUTOPORT LTD.

**Zoltan Czippel
President, Local 100
UNIFOR Canada**

**Sheryl Walker
Director, Human Resources and Labour Relations
Autoport Limited**

**Adam Hersey
Vice-President, Local 100
UNIFOR Canada**

Letter of Understanding

Appendix "B"

DUTIES OF HEALTH AND SAFETY COMMITTEE

BETWEEN

AUTOPORT LIMITED
(hereinafter called the "COMPANY")

AND

UNIFOR, Local 100
(hereinafter called the "UNION")

A Health and Safety Committee (HSC) shall be formed in accordance with the Nova Scotia Occupational Health and Safety Act and Article 13 of the Collective Agreement. This Committee shall be responsible for overseeing all health and safety issues in the workplace. Without limiting the generality of the foregoing, the duties of the HSC shall include:

1. Recommend and approve appropriate health and safety education and training programs.
2. Regularly review health and safety problems and issues that arise in the workplace.
3. Conduct regular health and safety inspections with or without Provincial Department of Labour officials.
4. Promptly investigate accidents and make recommendations concerning avoidance of such accidents.
5. Review compensable lost time accidents which occur in the workplace, and review workplace safety reports on such accidents and make necessary recommendations.
6. Establish appropriate health and safety compliance and investigation procedures.
7. Arrange meetings between senior Union and Company officials to resolve major health and safety problems that cannot be resolved within the HSC.
8. Recommend a policy concerning the training of employees in first-aid.

9. Do all other things which are necessary and incidental to carrying out the HSC's prime functions.

This Letter of Understanding shall be attached to the Agreement and shall be deemed to be part of the Agreement.

Signed on the ___ day of _____ 2022.

FOR UNIFOR CANADA

FOR AUTOPORT LTD.

**Zoltan Czippel
President, Local 100
UNIFOR Canada**

**Sheryl Walker
Director, Human Resources and Labour Relations
Autoport Limited**

**Adam Hersey
Vice-President, Local 100
UNIFOR Canada**

Appendix "C"

PAID EDUCATION LEAVE

The Company agrees to pay into a special fund, three cents (\$0.03) per hour per employee for all regular compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employees' skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis to the National Office of UNIFOR.

This Letter of Understanding shall be attached to the Agreement and shall be deemed to be part of the Agreement.

Signed on the ___ day of _____ 2022.

FOR UNIFOR CANADA

FOR AUTOPORT LTD.

**Zoltan Czippel
President, Local 100
UNIFOR Canada**

**Sheryl Walker
Director, Human Resources and Labour Relations
Autoport Limited**

**Adam Hersey
Vice-President, Local 100
UNIFOR Canada**

Letter of Understanding

Appendix "D"

VACATION SCHEDULING

BETWEEN

**AUTOPORT LIMITED
(hereinafter called the "COMPANY")**

AND

**UNIFOR, Local 100
(hereinafter called the "UNION")**

1. This LOU will be reviewed annually in December for the following year. Quota of employees released per week: TBD annually each December in consultation with the Union as per Article 15.06.
2. Requests must be submitted and vacation must be scheduled as per Article 15.07. Outstanding vacation will be assigned by the Company. Vacation exchange requests will be subject to Article 15.07.
3. Vacation requests submitted after the February 28th date will be reviewed and approved on a first come first served basis
4. The completed full year vacation schedule will be posted once all vacations are approved.
5. All periods of annual leave of 40hrs or more, which become available as a result of granted sick leave or cancellation will be posted for 7 days in order to allow other employees to apply for these periods of vacation. Priority will be given to the most senior qualified employee, in order to meet the needs of the service.
6. If the annual leave is continuous with a paid holiday, the employee will not be required to work on the holiday.
7. Upon return of employees on lay-off status, a review of the number of employees released per week will be conducted and discussed with the Union and will be posted for 7 days to allow these employees to apply for these periods of vacation. Employees on lay off who return to active service shall not displace a junior employee who had previously been approved for their vacation.

Signed on the 17 day of May 2022.

FOR UNIFOR CANADA

FOR AUTOPORT LTD.

Zoltan Czippel
President, Local 100
UNIFOR Canada

Sheryl Walker
Director, Human Resources and Labour Relations
Autoport Limited

Adam Hersey
Vice-President, Local 100
UNIFOR Canada

Letter of Understanding

Appendix "E"

WOMEN'S ADVOCATE

BETWEEN

**AUTOPORT LIMITED
(hereinafter called the "COMPANY")**

AND

**UNIFOR, Local 100
(hereinafter called the "UNION")**

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

For this reason the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

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

The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the UNIFOR National Women's Department.

Women's Advocate – the Company will provide the cost of having a women's advocate (cost is 40 hours for course, plus travel and accommodation) including the cost of re-training to a maximum of \$3000.00 annually.

Signed on the 24 day of March 2022.

FOR UNIFOR CANADA

FOR AUTOPORT LTD.

Zoltan Czippel
President, Local 100
UNIFOR Canada

Sheryl Walker
Director, Human Resources and Labour Relations
Autoport Limited

Adam Hersey
Vice-President, Local 100
UNIFOR Canada

Letter of Understanding
Appendix "F"
STORM DAYS
BETWEEN
AUTOPORT LIMITED
(hereinafter called the "COMPANY")
AND
UNIFOR, Local 100
(hereinafter called the "UNION")

This will confirm the understanding reached during negotiations with respect to employees who, because of severe weather conditions, either report late for work or are unable to report at all.

When both parties agree (Union and Management) that due to inclement weather employees are unable to attend work, they shall not have the day counted towards an employee's absences for disciplinary purposes.

Signed on the 20 day of May 2022.

FOR UNIFOR CANADA

FOR AUTOPORT LTD.

Zoltan Czippel
President, Local 100
UNIFOR Canada

Sheryl Walker
Director, Human Resources and Labour Relations
Autoport Limited

Adam Hersey
Vice-President, Local 100
UNIFOR Canada

ATTACHMENT 'A'
Letter of Understanding

BETWEEN
AUTOPORT LIMITED
(hereinafter called the "COMPANY")
AND
UNIFOR, Local 100
(hereinafter called the "UNION")

SUBJECT: BENEFIT COVERAGE AND PREMIUMS UPON LAYOFF

This refers to our discussion during this round of negotiations regarding the outstanding grievances for employee who on lay-off paid their full 100% share of the benefits during the first 3 months of layoff in violation of Article 11.11.

Employees who are currently employed by the Company and who paid 100% of their health and dental premiums from November 13, 2021 onwards shall be reimbursed the employer portion of the premiums up to and including their return to work from layoff. Going forward the parties agree to amend the language of the agreement with the following:

11.11 – Employees on layoff are required to pay their share of benefit premiums up to the maximum of a three (3) month period and shall have the option to continue paying their share of benefit premiums after three (3) months. **For clarity, employees will only pay their share of benefit premiums after three (3) months for so long as the Medical and Dental Plan provider allows for laid off employees to be covered by the Medical and Dental Plan.** Failure to make mutually agreeable arrangements to pay benefits while on layoff will results in an employee's benefits being terminated.

Signed on the 7 day of October 2022.

FOR UNIFOR CANADA

FOR AUTOPORT LTD.

Zoltan Czippel

Sheryl Walker

**President, Local 100
UNIFOR Canada**

**Director, Human Resources and Labour Relations
Autoport Limited**

**Adam Hersey
Vice-President, Local 100
UNIFOR Canada**