

COLLECTIVE AGREEMENT

Between:

QUALITY CONTROL COUNCIL OF CANADA (QCCC)

-And -

SPERRY RAIL CANADA LIMITED

Effective May 19, 2023 to May 18, 2026

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PREAMBLE

WHEREAS the Employer's business involves rail flaw detection services and the employment of persons skilled and qualified to perform the same, and

WHEREAS the Union is a Council of Trade Unions comprised of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, (hereinafter referred to as the "Affiliated Unions").

NOW THEREFORE the Employer and the Union mutually agree that the working conditions as set out below shall be applicable to the scope of the bargaining unit as described in Article 1.01.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Council as the sole and exclusive bargaining representative for all employees (operator trainees, drivers Mechanic 1, drivers Mechanic 2, chief operators) of the Employer engaged in rail flaw detection services save and except office, sales staff, field managers and persons above the rank of field manager.

“Employee” means any person working within the scope of this agreement whether probationary or not and all hours worked by such employee within the scope of this agreement shall be counted for the purposes of all remissions required.

ARTICLE 2 – TECHNOLOGY/SCOPE

2.01 This agreement shall apply in respect to all rail flaw detection services as described in Article 1.01 performed by the employer or any person, firm or corporation owned or financially controlled by the employer in Canada as set out in the Canada Labour Code.

2.02 There shall be no restrictions or additional conditions imposed against the use of new or different equipment provided the Employer notifies the Union at least sixty (60) days in advance where such introduction directly causes the layoff of employees.

2.03 Where the Employer determines an advancement in technology requires a new classification of employee within the scope of the bargaining unit, the Employer will establish a rate of pay for such employee(s) based on internal equity and notify the Union. The Union reserves the right to propose a different rate of pay and failing agreement has the right to grieve the rate of pay.

ARTICLE 3 – UNION SECURITY

3.01 The Employer shall, as a condition of employment, deduct bi-weekly from each employee's pay the amount of dues, initiation fees and other assessments in an amount established by the Council.

- 3.02 The Employer shall, in addition to the regular dues mentioned in 3.01 above, deduct bi-weekly from each employee's pay the working dues in the amount of fifteen dollars (\$15.00) from the employee's gross earnings.
- 3.03 The Employer shall remit deductions as directed by the Council. Such monies shall be accompanied by a remittance report indicating the name and employee identification number from whose wages the dues were deducted. A copy of the remittance reports shall go to the designated QCCC office. The dues remissions required by Clauses 3.01 shall be remitted not later than the 15th of the month following the month in which the deductions are made.
- 3.03-1 The Union will indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of the Employer's compliance with the requirement to deduct and remit dues and assessments. For clarity, the Union retains the right to file a grievance in respect of any failure by the Company to comply with the provisions of Article 3.03.

Recall Rights

- 3.04-1 Prior to hiring a new employee, the employer will recall employee(s) previously laid off that are within the classification needed.

The laid off employee with the skill and ability to perform the required work without training within the classification needed with the highest seniority is to be recalled first.

An employee shall lose all seniority and their employment be deemed to have been terminated if the employee:

- (a) Voluntarily leaves the employ of the employer;
- (b) Is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) Is laid off for a period of 6 months.
- (d) Fails to return to work from authorized leave of absence, unless prior arrangements acceptable to both Employer and the employee have been made. The employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (e) Fails to return to work within 5 days after being recalled from extended layoff by notice sent by courier service or fails to advise of their intention to return within 3 days following such notice. Such notices are sufficient and will be deemed to be received if sent to the last address of the employee made known to the Human Resources Coordinator or designate in writing.
- (f) Is absent without calling in advance of the start of their shift for two (2) consecutive shifts and returns to work without a reason satisfactory to the Employer.

- (g) If an employee fails to return to work following a work place injury after the Employer has been notified by the employee's treating physician or the applicable Workplace Safety and Insurance Board that the employee is able to return to modified duties or the employee's regular duties.
- (h) Fails to return to work from vacation as scheduled at the commencement of the employee's vacation. Delays out the employee's control is not considered grounds for dismissal or loss of seniority.

Once all employees within the classification have been recalled, the Employer may request an employee within a lower classification to fill the vacancy, providing the qualification requirements are met.

Seniority is classified as length of employment (days worked) with Employer.

- 3.04-2 Following the hiring of any person or the recall of any person in the scope of this collective agreement the Employer shall advise the Council of the new employee(s) within the first full pay period of said employee.
- 3.04-3 (i) The probationary period for new drivers shall be for a period of 65 working days.
- (ii) The Operator Trainee and Chief Operator shall be considered on probationary until they have successfully completed their training and been qualified by the Employer.
- (iii) Drivers who have progressed to Operator Trainee but do not successfully qualify as a Chief Operator will be permitted to apply to return to the Driver classification. The Employer will assess the application within thirty (30) days of the application. In the event the Driver is successful in returning to the Driver's position they shall be paid the last rate of pay held in the position prior to the transition into the Trainee classification. The Union retains the right to file a grievance if the Driver is not successful in their application to return to the Driver classification.
- 3.04-4 For the purposes of this agreement, "Normal place of residence" shall be identified in writing by the employee at the time of hire subject to changes agreed in writing between the Employer and employee. The Employer will notify the Union of any changes.
- 3.05 The Employer may subcontract drivers on a temporary basis provided that such subcontracting does not directly cause the current pool of Sperry employees in the driver classification to have less than the regular work week.

The employer will notify the Union of the start and end date of the subcontracting and provide names and locations that the subcontracted employees are working.

At no time will a temporary employee remain working with the employer for more than six (6) months without becoming a full-time employee covered under this agreement.

3.06 Layoff

For the purposes of this Agreement, a layoff shall be defined as a period of one (1) regularly scheduled week or five (5) consecutive shifts or more of no work due to lack of work. Subject to the Employer's right to maintain a competent workforce and in situations where a reduction of the workforce is necessary, the Employer will first determine the classification and number of positions to be affected. Provided those employees who remain have the skill and ability to perform the required work without training. The Employer will then issue notice of layoff based on reverse seniority in the affected classification.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the Employer and direction of the working force are fixed exclusively in the Employer, subject to the provisions of this agreement, applicable laws and regulations thereunder. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (a) operate and manage its affairs and operations in as efficient and economic a manner as it sees fit.
 - (b) hire, assign, direct, promote, demote, classify, transfer, lay-off, and recall employees, including transferring employees between work locations and job functions.
 - (c) demote, discipline or discharge non-probationary employees for just cause.
 - (d) suspend, discipline or discharge a probationary employee in the sole discretion of the Employer.
 - (e) determine: the nature and kind of business to be conducted by the Employer; the products to be carried; the services to be rendered and the method by which such services will be rendered; whether to perform work or services or have work or services performed save and except as restricted by Article 3.05; the kinds and locations of equipment, merchandise, goods, fixtures; the type of customer service to be used; the control of materials and goods; the methods, processes and techniques of work; the schedules of work; work assignments, the number and kind of personnel to be employed; quality standards, standards of production and/or performance.
 - (f) make, enforce and alter from time to time, reasonable rules and regulations to be observed by employees including, but not limited to, reasonable rules and regulations respecting confidentiality, conduct, dress, safety, customer service, proprietary information, security of the Employer, its property and personnel.

ARTICLE 5 – GENERAL PROVISIONS AND HEALTH & SAFETY

- 5.01 The Employer will provide the employee with safety equipment including but not limited to: non-prescription safety glasses, hearing protection, fall arrest equipment, and hard hats, if and when required. Said equipment will remain the property of the Employer. The employees will be held responsible for the negligent loss or improper maintenance of Employer supplied safety equipment.
- 5.02 In the event that site specific PPE is required, the Employer will provide employees with the required PPE. Such PPE shall remain the property of the Employer.
- 5.03 The Employer will provide, at no cost to the employee, all safety equipment as required under the applicable government accident prevention regulations. Such equipment shall remain the property of the Employer.
- 5.04 After 90 days full-time employment, an employee is eligible for reimbursement for up to two hundred dollars (\$200) annually for prescription safety glasses upon proof of purchase. The above allowance is intended to cover all related costs of purchasing and maintaining in acceptable condition, safety glasses.
- 5.05 After 90 days of full-time employment, the Employer will provide the employee with a voucher to a designated supplier for two hundred dollars (\$200) annually to purchase CSA approved boots. The above allowance is intended to cover all related costs of purchasing and maintaining in acceptable condition, steel toe boots.
- 5.06 The Employer is responsible for the health and safety program for their workers. Every supervisor is responsible for the proper instruction of workers under the supervisor's direction and control and for ensuring their work is performed without undue risk. Every employee agrees to abide by the Employer's Health and Safety program, applicable laws and regulations thereunder.

ARTICLE 6 – UNION REPRESENTATION AND ACCESS TO JOBS

- 6.01 Subject to the approval of the owner or contractor subcontracting to the Employer, authorized representatives of the Union will have access to jobs where employees covered by this Agreement are employed. The Union agrees that it will not use such access provided by this Article in any way interfering in the work of the employees or that would in any way jeopardize the Employer's relationship with the applicable owner or contractor. The Employer and the Union recognize this will not include the ability to enter customers' properties, nor the Employer's vehicles.
- 6.02 A maximum of four (4) stewards (2 East / 2 West) stewards shall be elected, selected or appointed by the Union from among the employer's non-probationary employees, who shall be the employees' spokespersons, and the Union shall notify the Employer of the appointment. The target is to have one Steward for each Field Manager, but this number may be adjusted based on need.

ARTICLE 7 – WORKDAY AND WORK WEEK

- 7.01 The purpose of this Article is to define the hours of work and provide the basis for the calculation of overtime premium payments. It shall in no way be construed as a guarantee of hours of work per day, per week, or of days of work per week. As specifically reserved in Article 4 of this Agreement, the shift schedule, and number of hours to be worked per day or per week are solely and exclusively the prerogative of the Employer.

The normal work week shall be a minimum of forty (40) hours spread over 5 normal consecutive shifts of eight (8) to ten (10) hours per day.

If GAP's prevent an employee from receiving 5 consecutive normal shifts, the employee shall receive no less than 40 hours pay for that week. A GAP occurs when the customer cancels a regularly scheduled day(s).

- 7.02 An overtime rate of time and one-half (1 ½) shall apply to all hours worked beyond eight (8) hours in any normal shift and beyond forty (40) hours in a week.
- 7.03 A normal shift will be any shift commencing at/or between the hours of 5:00 AM and 1:00 PM as required. Normally, there will be a thirty (30) minute paid break for lunch for each shift and one (1) fifteen (15) minute paid coffee break for each four (4) hours worked. Such breaks and location to be determined by the Employer.

Only in circumstances beyond the control of the Employer, will the normal shift start time be adjusted by any more than thirty (30) minutes to accommodate Pre-trip inspections provided that the shift start time does not start prior to 5:00 am.

- 7.04 A Shift Premium of twenty percent (20%) of the employee's straight time base rate will be added to the employee's wages for all hours worked between 8:00 p.m. to 5:00 a.m.
- 7.05 If an employee who has completed an eight (8) hour or longer normal shift, is required by the Employer or customer to return to work before an eight (8) hour break occurs the employee will be paid their applicable overtime rate, for the next shift or until they have received an eight (8) hour break.

No employee shall be required to work two (2) full straight time shifts in the same twenty-four (24) hour period.

- 7.06 When required by customers, overtime above the scheduled hours of work is not optional during the six (6) consecutive shifts. Unscheduled overtime on the seventh (7th) consecutive shift is optional subject to the language below.

Unscheduled overtime is defined as additional hours requested by the employer that were not planned.

Employees will not refuse to work the overtime in the event the Inspection Unit is delayed/detained at a location where the workers cannot cease operations without causing hardship to the Employer or its client.

- 7.07 The Employer will provide a forward-looking tentative schedule of work with a window of 13 weeks. The schedule will identify tentative routes for rail surveying with the tentative listing of workers and classification needed for each.
- 7.08 Provided the employee is available to work as scheduled, the employee shall be paid eight (8) hours' pay at the applicable base rate for standby pay.
- 7.09 Effective the signing of the new collective agreement, the Employer will provide all employees with three (3) days paid medical leave. Any employee hired after ratification of the collective agreement will be entitled to three (3) days paid medical leave after completing 30 days of continuous employment in compliance with the *Canada Labour Code*. At the beginning of each month after completing one (1) month of continuous employment with the Employer, the employee will earn one (1) additional day of medical leave of absence with pay up to a maximum of ten (10) days in compliance with the *Canada Labour Code*.

The Employer will pay the employee eight (8) hours at the applicable base rate per day of medical leave.

The employee shall provide the Employer with reasonable substantiation of their fitness to return when absent five (5) or more days.

After the return to work of an employee who has taken a medical leave of absence of at least five (5) consecutive days, the Employer may require the employee to provide a rationale or evidence acceptable to the Employer to substantiate their reason for absence.

ARTICLE 9 – EXPENSES, TRAVEL AND DRIVING TIME

- 9.02 Daily travel to and from a work site is compensated at the employee's applicable base rate of pay.
- 9.03 The Employer shall provide and pay for travel (e.g. airfare, car rental, personal vehicle, etc.) and time spent in travel at the applicable rate for the employee's initial move in and terminal move out travel from their normal place of residence.
- 9.04 The Employer will pay the employee their applicable rate of pay for time spent travelling from one assigned work site to a new work site.
- 9.05 The Employer shall determine the mode of travel except that the employee shall have the right to refuse to use their own vehicle.

When the transportation provided by the employer, for the conveyance of the employee, is delayed by extenuating circumstances beyond the control of the employee, the employee shall be paid for all such time at the applicable rate.

9.06 The Employer will not require an employee to use their own money for any work-related expense.

9.08 The Employer will provide room and board expenses for an employee who cannot reasonably return daily to their normal place of residences as follows:

9.08-1 – Room and Lodging

The Employer will provide lodging expenses for an employee who cannot reasonably return daily to their normal place of residences pursuant to the Employer’s program.

9.08-2 – Board and Meals

The employer will provide a daily subsistence allowance of \$52.00 for meals.

Effective the first full pay period after January 1, 2024, the Employer will provide a daily subsistence allowance of \$56.00 for meals.

Effective the first full pay period after May 19, 2024, the Employer will provide a daily subsistence allowance of \$59.00 for meals.

Effective the first full pay period after May 19, 2025, the Employer will provide a daily subsistence allowance of \$62.00 for meals.

9.09 Article 9.08 shall apply to non-working weekend days and holidays when the employee is on a continuing job and cannot reasonably return to their normal place of residence for such days.

ARTICLE 10 – CLASSIFICATIONS, WAGES AND PREMIUMS

10.01-1 The employee’s classification shall be identified in writing by the Employer at the time of hire subject to changes agreed in writing between the employer and employee. The employer will notify the Union of changes.

10.01-2 Wage rates are a minimum requirement only.

10.02 The Employer will provide the following minimum entry rate to the employee based on the employee’s classification below:

Classification	Start
Chief Operator	32.00
Op – Trainee	22.00
Driver Mech	22.00

Effective the first full pay period after May 19, 2023, the Employer will implement an across the board increase of 4.25% to each employee's hourly rate.

Effective the first full pay period after October 1, 2023, the Employer will implement an across the board increase of 4.25% to each employee's hourly rate.

Effective the first full pay period after May 19, 2024, the Employer will implement an across the board increase of 3.75% to each employee's hourly rate.

Effective the first full pay period after May 19, 2025, the Employer will implement an across the board increase of 3.75% to each employee's hourly rate.

Effective after the wage increase effective May 19, 2023 is applied, the minimum rate for all Chief Operators will be set at \$32.00/hour. Any Chief Operators earning less than the minimum rate will have their rate set to \$32.00/hour.

- 10.03 For jobs outside of Canada, the Employer shall provide, to the employee, all terms and conditions of employment as are practical. The Employer, the employee, and the Union shall sign the agreement. The Employer shall provide a copy of this agreement to the Union. Any breach, of that written agreement, shall be subject to Article 18 – Grievance Procedure.

ARTICLE 12 – STATUTORY HOLIDAYS

- 12.01 Subject to the qualifications set out in Article 12 and the employees' work location, the Employer provides the following statutory holidays:

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

*Employees working in the Province of Quebec will be entitled to Saint Jean Baptiste Day in lieu of the Civic Holiday.

- 12.02 If any of the holidays fall on a Saturday or Sunday, then the holiday will be observed on the preceding or following calendar day subject to the customer's requirements. The Employer will notify the employees by the end of the business day on the Monday prior to the holiday.
- 12.03 Hourly employees must work their full scheduled shift (or be on an approved absence or vacation) the day before and day after the holiday to receive holiday pay.

12.04 The Employees who work on any of the above-noted holidays shall receive their holiday pay entitlement and be paid at a rate equal to one and one-half times their regular rate of pay for the time they work on the holiday.

ARTICLE 13 – VACATION PAY

The Employer recognizes that employees need to schedule time away from their normal work duties for rest and recreation.

For this purpose, the Employees earn annual vacation with pay in the following manner:

13.01 For purposes of accruing time and years of service, a vacation year is defined as a twelve-month time period following an employee's anniversary date of hire.

Employees accrue vacation time on a monthly basis based on their anniversary date. After completing three months of employment, employees will be able to use vacation time. Employees begin accruing at the higher accrual rate on the pay period during which their anniversary date falls.

13.02 Full-time employees accrue paid vacation time on a monthly basis based on their anniversary date. After completing three months of employment, employees will be able to use any accrued vacation time.

Vacation will be accrued for employees who are actively at work. Employees on an unpaid leave will not accrue vacation pay. Employees begin accruing at the higher accrual rate on the pay period after their anniversary date falls. Employees accrue paid vacation according to the following schedule:

Accrued vacation pay shall be paid as per the Employer's regular pay periods when an Employee is away on vacation. Any accrued but unused vacation in a calendar year may be paid out at the employee's election at the end of the calendar year or may be carried over into the next calendar year up to a maximum accrued vacation amount of 2x the employee's annual vacation entitlement.

At the end of each calendar year, any accrued vacation over 2x the maximum vacation entitlement will be automatically paid out to the employee.

The excess vacation will be paid out as a straight-time rate, pursuant to Article 13.04. For clarity, once vacation is paid out, an employee is no longer entitled to take the vacation time associated with this vacation payout.

Accrued and unused vacation pay shall be paid to the employee upon their termination or resignation from employment.

Field Employees: (Non-Chief Operators)

Effective: June 1, 2024

Years of Service	Yearly	Monthly
0 – 2 Years of Service	4 weeks	13.34 hours
3 – 5 Years of Service	6 weeks	20.00 hours
After the completion of the 5 th year of service	8 weeks	26.67 hours
Chief Operators:		
Upon being promoted to Chief Operator:	8 weeks	26.67 hours

The Employer will not unilaterally schedule an employee's vacation without their agreement unless the employer is unable to meet their statutory requirement for the employee's vacations in a calendar year.

- 13.03 The Employer and the Union's intention is that employees take the vacation that they've earned.
- 13.04 The Employer will pay straight-time rate for vacation.
- 13.05 If the employee is away from their normal place of residence at the commencement of vacation, the Employer will comply with Article 9.
- 13.06 A paid holiday under Article 12 that falls during the vacation period will be considered as a paid recognized holiday and not vacation time. The scheduled day of vacation may be taken at another time.
- 13.07 (a) The vacation period will be from January to December of each year. Employees will be required to submit a written vacation request indicating their preference by:
- (i) October 1st of each year for any vacation requests for the following months of January, February and March; and
 - (ii) January 1st of each year for any vacation requests for the remainder of the calendar year.

Requests for vacation made before the foregoing dates will be granted, subject to the Employer's operational requirements, on the basis of seniority.

- (b) Requests made after the foregoing dates shall be based on a "first come – first serve" bases, subject to the Employer's operational requirements.
- (c) Requests shall be made to the Canadian Operations Manager who will provide a written acknowledgement.

- (d) An employee's vacation request shall not be deemed to have been granted until the Canadian Operations Manager or designate provides a written response to the employee's request within thirty (30) days of the request.
- 13.08 Once an employee's vacation request has been granted, the Employer will not make changes without the employee's agreement. Should the employee agree to the changes, the employee will receive priority in the scheduling of an alternative vacation period at a mutually acceptable time.
- 13.09 In the event of termination of employment for any reason, all accrued and unused vacation time will be paid with the final paycheck.

ARTICLE 14 – PAY DAY

- 14.01 The Employer will pay the employees bi-weekly. The Employer shall provide payment in the form of cash or negotiable payroll cheque, by direct deposit or by electronic banking. Payment or detailed statement to be made available on line on Friday prior to the end of the shift
- 14.02 An employee will be provided with a written explanation of any change(s) to their timesheet and resulting paycheque as soon as reasonably possible, however, no later than five (5) days from its occurrence.
- 14.03 Cheque stubs will contain information which will enable employees to determine their hours of pay, the rate of pay paid for the hours and all deductions. The Employer will provide records of RRSP remittances, made on behalf of each employee, with payroll information.
- 14.04 Upon lay-off or discharge, the Employer will provide all wages and accrued and unused vacation pay, on the next payroll date.
- 14.05 Records of employment will be issued in accordance with applicable legislation. Notice of layoff will be sent to the Union.

ARTICLE 15 – TRAINING AND UPGRADING

- 15.01 The Employer will pay the applicable rate of pay for the time spent in training. The Employer will comply with Articles 7 and 9 when applicable.

ARTICLE 16 – HEALTH & WELFARE AND EAP

- 16.01 Eligibility to participate and entitlement under any of the benefit plans or any issue concerning benefits shall be subject to the specific provisions of the insurance plans, policies or contracts.

Any dispute over payment of benefits under any such plans, policies or contracts shall be adjusted between the claiming employee and the insurer concerned but the Employer will use its best efforts to help adjust and settle any such disputes.

- 16.02 It is understood that nothing herein shall be construed to make the Employer the insurer of the benefits.
- 16.03 The Employer may select the insurance carrier(s) of its choice or may change insurance carrier(s) or self-insure as it sees fits provided that the level of benefits shall be similar, in the aggregate, to the Benefits booklet provided to the Union in October of 2020.

ARTICLE 17 – PENSION PLAN

- 17.01 The Employer shall maintain its existing plan.

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.01 (a) It is the spirit and intent of this Agreement to adjust grievances promptly. For purposes of this Agreement a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.
- (b) For the purposes of this Article, reference to "days" relating to steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and statutory holidays.
- (c) It is understood that an employee has no grievance until he has first given his Field Manager the opportunity of adjusting his complaint. In the event the complaint creates a conflict of interest for the employees' Field Manager, the Field Manager's direct supervisor will be the responsible party to receive and address the complaint. The parties agree that meetings referred to herein may occur electronically or by other agreed-to means.
- (d) If an employee has a complaint, he shall discuss it with his Field Manager or as indicated as above in (c) within fifteen (15) days from the date there is evidence of a violation having occurred. The Field Manager shall give his response to the complaint in writing within ten (10) days, and failing settlement, it may be then taken up as a grievance within five (5) days after the employee has received the Field Manager's written decision.

The procedure for the adjustment of a grievance shall be as follows:

18.01-1 Step One

Within five (5) days after the delivery of the Field Manager's, or as in 18.01 (d) above, decision the employee through the Union Representative may submit the grievance in writing to the Human Resources Coordinator or designate. The written statement of the grievance shall briefly summarize the facts in order to identify the Articles of the C.A. violated and the solution sought. A meeting will then be held between the Human Resources Coordinator or designate and the employee, and their Union Representative. Such meeting shall be held within fifteen (15) days of submission of the grievance unless extended by agreement of

the parties. The decision of the Human Resources Coordinator or designate shall be delivered in writing to the employee and Union Representative within five (5) days following the date of such meeting.

18.01-2 Step Two

In the event the grievance is not settled at Step One, the Union Representative may refer the grievance to the Canadian Operations Manager or designate within five (5) days of the receipt of the written decision from Step One. The Canadian Operations Manager or his designate, will arrange a meeting to take place within fifteen (15) days of submission of the grievance at Step Two unless extended by agreement of the parties. The meeting may be attended by the Canadian Operations Manager or their designate(s), the Grievor and the Union Representative. The Canadian Operations Manager or his designate will provide the Union Representative with a written reply to the grievance within five (5) working days of such meeting.

Failing settlement at the aforementioned Steps, prior to proceeding to Arbitration, the parties may agree to utilize the services of a Grievance Mediator/Labour Relations Consultant, in which case time limits will be waived during this process. The Employer and the Union will equally share the fees and expenses of the Grievance Mediator/Labour Relations Consultant.

18.01-3 Referral to Arbitration

In the event the Employer fails to respond within the time limits provided, the grievance will be deemed to have been properly advanced to the next step. In the event the Union fails to refer the grievance within the time limits provided, the grievance will be deemed to have been abandoned. All time limits referred to in the grievance or arbitration proceeding may be extended by mutual agreement of the parties.

18.02-1 Policy Grievance

The Union or the Employer shall have the right to initiate a policy grievance of a general nature within fifteen (15) days from evidence of a violation having occurred. Step One of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedure shall apply to such grievances.

The Employer or the Union shall not be required to consider any grievance which is not presented within fifteen (15) days after the Union or the Employer had evidence of a violation having occurred.

18.02-2 Group Grievance

Where two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such Grievance may be handled as a Group Grievance and presented to the Employer at Step One of the grievance procedure

provided that the grievance is filed within fifteen (15) days after the grievors had evidence of a violation having occurred. All provisions of the Grievance and Arbitration Procedure shall apply to such grievances.

- 18.03 If the grievance is not settled in the grievance procedure, then either party may refer the grievance to Arbitration within ten (10) days of the receipt of the written decision from Step Two failing which the grievance will be deemed to have been abandoned.

ARTICLE 19 – ARBITRATION

- 19.01 Within ten (10) days after the notice of intent to arbitrate has been given, the Employer or their designate and the Union will contact the first arbitrator on the list. In the event that the first arbitrator does not confirm their ability to commence the arbitration within thirty (30) days of the parties' request, the parties may agree to move to the next arbitrator or make application to the government for the appointment of an arbitrator. Once appointed the Arbitrator will proceed as soon as practicable, to examine the dispute or grievance and render its judgment. Each subsequent referral to arbitration shall be by rotation sequentially through the list.

Randi Abramsky	Jessie Nyman	Jules Bloch
Andrew Simms	Eli Gedalof	Alan Ponak

The Parties agree that the foregoing selection process is not meant to interfere in either parties right to request the appointment of an Arbitrator pursuant to section 57 of the Canada Labour Code.

- 19.02 The decision of the Arbitrator, or a majority thereof, shall be final and binding and accepted by both parties for the duration of the Agreement.
- 19.03 The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.
- 19.04 In arbitration proceedings, the expenses of the Arbitrator shall be shared equally by the parties.

ARTICLE 20 – WORK STOPPAGES

- 20.01 Employees covered by this agreement shall not be involved in any illegal work stoppages and shall be entitled to continue work notwithstanding such work stoppages.
- 20.02 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there shall be no strike, picketing, slowdown, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 23 – BEREAVEMENT LEAVE & JURY DUTY

23.01 Following three months of consecutive employment, in the event of the death of a member of an employee's immediate family, the employee will be allowed to take time off without loss of pay to a maximum of three (3) days for sister, brother, mother in law, father in law, parents, grandparents and grandchildren, five (5) days for spouse or common law spouse and children, for the purpose of attending the funeral. Pay shall be eight (8) hours per day at the employee's straight time base rate of pay. Employees may take further unpaid time off as needed at the Employer's discretion.

23.02 The Employer will provide employees with the difference between jury duty pay and the employee's straight time base rate of pay for a maximum of four weeks per calendar year while on jury duty. Employees will receive pay based on their regularly scheduled hours. Employees are required to work during regular scheduled hours when not actively involved in jury service. Proof of jury service dates, times and payments are required before the difference in your base rate of pay will be paid to you.

ARTICLE 24 – DURATION

24.01 This Agreement shall come into effect upon ratification and shall remain in force until May 18, 2026 and shall remain in force from year to year thereafter unless in any year not more than one hundred and eighty (180) days, and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice to bargain.

LETTER OF UNDERSTANDING #1
Trial Process – Track Assignment

Should an employee not understand or disagree with their track assignment, the employee may submit a formal inquiry to the Company for Further review.

The spirit of this letter is to provide transparency and insight to an employee so they may better understand the reasoning behind a track assignment.

For the purposes of this process, reference to “days” shall exclude Saturdays, Sundays and statutory holidays.

- (a) **Step 1:** An employee may submit an inquiry regarding their track assignment. This inquiry must be sent to the Regional Field Manager in writing, within five (5) days of notice of track assignment. The inquiry must summarize the employee’s concerns with the track assignment. The employee must copy Human Resources in this inquiry.
- (b) **Step 2:** The Regional Field Manager will provide a written reply to the employee within five (5) days of the inquiry and copy Human Resources.
- (c) **Step 3:** Failing resolution at Step 2, the employee may escalate the inquiry to the Vice-President of Operations for review. The Vice-President of Operations will provide a written reply and copy the Union.

The Parties agree to re-visit the terms of this process after the first anniversary of the ratification of the collective agreement. Absent the agreement of the parties, this trial will expire.