

**COLLECTIVE AGREEMENT
BETWEEN**

**ECCO HEATING PRODUCTS LIMITED
(hereinafter referred to as the ``Employer``)**

- AND -

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the ``Union``)**

August 8, 2020 – August 6, 2023

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This collective agreement inclusive of its Appendices (the "Collective Agreement") is effective on the Date of Ratification and is entered between:

ECCO Heating Products Limited, located at 11150 38 Street SE, Calgary, Alberta, T2C 2Z6 (the "Employer"); and

General Teamsters, Local Union No. 362, an Alberta trade union, having its principal business office at 1200 58 Avenue SE, Calgary, Alberta, T2H 2C9 (the "Union").

Throughout the Collective Agreement both the Employer and the Union may be collectively referred to as the "Parties" or individually referred to as the "Party".

All capitalized terms within this Collective Agreement shall be defined in the Collective Agreement's Articles or Appendix A of the Collective Agreement.

Wherever appropriate in this Collective Agreement, a singular term shall be construed to mean the plural where necessary, and a plural term the singular.

ARTICLE 1 – BARGAINING AGENCY

- a) The Employer recognizes General Teamsters, Local Union No. 362 as the exclusive representative for the purpose of collective bargaining, and Grievances arising from the Collective Agreement, of all Employees of the Employer located at 11150 38 Street SE, Calgary, Alberta (the "Facility"), except office, clerical and ECCO Supply™ personnel as per Alberta Labour Relations Board Certificate Number 81-2019 (the "Certificate").
- b) The term "Employee" as used in this Collective Agreement, shall apply to any person performing work in any job which is covered by the Certificate and this Collective Agreement and is a member of the Bargaining Unit. There shall be three (3) Employee Categories under this Collective Agreement, namely Manufacturing, Distribution and Machine Shop.
- c) Should an additional Category become necessary, or a Job Classification need to be created that is not contained in this Collective Agreement, the Union and the Employer shall commence negotiations to amend this Collective Agreement. Should the Parties fail to agree, the matter shall be referred to a neutral Arbitrator as provided for in this Collective Agreement.
- d) All work within the Bargaining Unit shall be performed only by those Employees coming within the Bargaining Unit who are members of the Union, as prescribed herein, or who are eligible to become members under Article 3 herein, except in the case of training, to maintain required certifications, or in the event of unforeseen circumstances beyond the control of the Employer, providing it does not deprive members of the Bargaining Unit of ongoing work.
- e) Third-parties shall not be utilized within the Facility to replace Full-Time Employees.

ARTICLE 2 – DURATION OF COLLECTIVE AGREEMENT

- a) This Collective Agreement shall be in full force and effect from and including the Date of Ratification up to and including 6 August 2023, the "Expiration Date", and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the Expiration Date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement, or a new collective agreement.

- b) Should either Party give written notice to the other Party pursuant to Article 2(a), this Collective Agreement shall thereafter continue in full force and effect until the Union shall give notice of Strike, and such Strike has been implemented, or the Employer shall give notice of Lockout, and such Lockout has been implemented, or the Parties shall conclude a renewal or revision of this Collective Agreement, or a new collective agreement.
- c) This Collective Agreement shall be deemed to be terminated in its entirety on 23:59 of the day immediately preceding the implementation of a Strike by the Union, or the implementation of a Lockout by the Employer.

ARTICLE 3 – UNION SECURITY

- a) The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein.
- b) The Union will supply the Employer with application forms for Union Membership and dues deductions. The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union application for membership cards prior to commencing work and mail same to the Local Union Office.
- c) It is agreed that as a condition of employment, each Employee shall become, and remain, a member in good standing of the Union.
- d) For the purpose of this Collective Agreement, the sole definition of Membership in good standing means that each Employee must pay in accordance with the provisions of this Collective Agreement, the monthly Union Dues, assessments, and Initiation Fees required to be paid by all Members of the Union, and so indicated on the monthly Check-Off List as provided by the Union to the Employer.
- e) Authorized Agents of the Union shall, after requesting permission which shall not be unduly denied by the Employer, have access to the Facility for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Collective Agreement is being adhered to, provided however that there is no interruption of the working schedule.

ARTICLE 4 – DEDUCTION OF UNION DUES

- a) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union Dues and Initiation Fees and assessments which may be levied in accordance with the Union By-laws, owing by said Employees hereunder to the Union.
- b) The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-Off List as above mentioned. (Note: for the purpose of definition: Check-Off List is the updated Union's Pre-Billing Statement as indicated below).
- c) Should the schedule of monthly Union Dues and/or Initiation Fees be changed, the Secretary-Treasurer of the Union shall inform the Employer in writing sixty (60) calendar days in advance of such change. Such altered schedule shall become part of this Collective Agreement.
- d) The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing Statement showing all monthly dues submitted for each Employee along with current address, postal code, and date of hire.

- e) The Monthly Check-off List will reference any;
 - i. new members to be listed in alphabetical order with current address, postal code, date of hire.
 - ii. terminations or resignations are to be clearly identified with current address, postal code, and date of termination or resignation; and
 - iii. any current address changes to be updated as well as name changes (e.g. marriage).
- f) If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union Office. This shall include Probationary Employees.
- g) Upon the first paycheque after an Employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the Employee's name, will be added to the Union Check-Off List, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the Employee within the first ninety (90) calendar days of employment. The deduction of the Initiation Fee shall be in increments of fifty dollars (\$50.00) per month commencing the first month until the Initiation Fee is fully paid.
- h) All Employees referred to above, will be required to sign an authorization form for deductions and remittances billed by the Local Union Office.
- i) The Union shall forward all authorization forms to the Employer.
- j) On the date of hire, the Employer shall provide a schedule to all Employees detailing the pay periods in which Union Dues shall be deducted.

ARTICLE 5 – MANAGEMENT RIGHTS

- a) Unless expressly limited or addressed by this Collective Agreement, the Employer retains the right to manage all aspects of the operation including but not limited to, direct the working force, the operations, hire, promote, demote, discipline and terminate Employees for just cause and consistent with this Agreement.
- b) The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments, and to alter from time to time, rules and regulations to be observed by Employees, which rules and regulations will not be inconsistent with this Agreement. The Employer will post notices of changes to policies and procedures at least seven (7) calendar days prior to implementation.

ARTICLE 6 – LEAVES OF ABSENCE

- a) Unless otherwise specified, Employees requesting a leave of absence must submit written request including the start and end dates of the leave, to the Employer at least thirty (30) calendar days prior to the beginning of the leave. Special consideration will be given for emergency situations where thirty (30) calendar days notice cannot be provided.
- b) For requested leaves that are longer than five (5) calendar days in duration, said written request will include relevant contact information for the duration of the leave if different than what's on file at the Employer.
- c) The Employer must reply to said written request within fourteen (14) calendar days.

- d) Where specified, leaves require written approval from the Employer. The Employer shall notify the Union of any approved leaves for longer than thirty (30) calendar days in duration. The Union may deny a leave longer than 30 calendar days with just cause.
- e) Any Employee hereunder on an unpaid leave of absence engaged in gainful employment, without prior written permission from both the Employer and the Union, shall forfeit their seniority rights and their name will be stricken from the Seniority List, and they shall no longer be considered an Employee of the Employer.
- f) During an authorized leave of absence, an Employee shall maintain and accrue seniority.

ARTICLE 6.1 – JOB PROTECTED LEAVES

- a) Employees are eligible for a variety of Job Protected Leaves as defined in the Alberta Employment Standards Code on the Date of Ratification plus any additional Job Protected Leaves subsequently added to the Alberta Employment Standards Code. Employees may be asked to provide proof of eligibility for the requested Job Protected Leave.

ARTICLE 6.2 – PAID BEREAVEMENT LEAVE

- a) An Employee is entitled to a paid leave of absence of up to three (3) calendar days to grieve, attend a funeral, and take care of issues relating to the death of a member of their Immediate Family as defined in the Alberta Employment Standards Code.
- b) An Employee shall be paid for the hours of their Regularly Scheduled Shift on the day bereavement leave is taken.
- c) An Employee must give the Employer notice as soon as is reasonable before taking their bereavement leave.
- d) In the event an Employee is notified of a death in their Immediate Family while working, they will be relieved from duty and paid for the balance of their shift. This portion of paid leave shall be in addition to the entitlements in Article 6.2(a).

ARTICLE 6.3 – COMPASSIONATE CARE LEAVE

- a) An Employee requesting unpaid compassionate care leave will be given special consideration, and may be required to substantiate the reason for such leave prior to returning to work. Any violation of this provision will be subject to disciplinary action.

ARTICLE 6.4 – JURY DUTY LEAVE

- a) An Employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (the Employee not being a party to the proceeding), shall be paid the difference between the Alberta Government Jury Management Office compensation for jury duty and the value of the equivalent hours missed at the rate of Straight Time pay applicable to said Employee. Proof of payment by the Jury Management Office of daily pay, reimbursed travel expenses, and reimbursed accommodation expenses must be provided to the Employer by the Employee. While serving on a jury, the Employee shall be considered as assigned to the day shift, and if excused from jury duty prior to 12:00, or is not required by the court on a regular work day, the Employee is required to report for work for the remainder of the day shift.

- b) Once an Employee is released from jury duty or as a witness for the Crown or the defense (the Employee not being a party to the proceeding), they will be returned to the Job Classification and pay rate they were on, prior to such duty. The Employee must be returned to his regular assignment that they were on prior to being summoned or subpoenaed, either during a break in the Court proceeding, or on the completion thereof. No Employee's work or shift will be changed to avoid payment as set out above.
- c) In the event an Employee is subpoenaed to attend Court on their day off, on Employer related business only, the Employer, at their discretion, will reschedule that Employee's shift, or pay for travel to/from, plus the time spent in Court at the Employee's Straight Time rate of pay.

ARTICLE 6.5 – UNION BUSINESS LEAVE

- a) An Employee who goes to work for the Local Union which represents the Employee in their Bargaining Unit, may apply for an unpaid leave of absence from the Employer for a period not to exceed one (1) calendar year. Such leave will not be unduly withheld, and when granted, the Employer will do so in writing, with a copy to the Local Union Office. The Employee will continue to accrue seniority during such leave. At the expiration of one (1) calendar year the Employee must return to their former position or relinquish all seniority rights with the Employer. This provision is limited to one instance per Employee and to one Employee off for such leave at a time.
- b) The Employer shall allow time off work, without pay, to Employees serving as Union delegates to related conferences or functions, provided all requests for time off are submitted in writing by the Local Union Office thirty (30) calendar days in advance. No Employee who acts within the scope of this clause shall lose their job or be discriminated against for so acting.
- c) An Employee who is participating as a member of the Bargaining Committee for collective bargaining will be paid by the Employer, their scheduled hours of work at their regular rate of pay for all days met with the Employer. The Employer will subsequently invoice the Union for payment of one half of said pay. Members of the Bargaining Committee will not be required to report to work on days spent collective bargaining. Union orientated meetings will not qualify for payment under this Article.

ARTICLE 6.6 – PERSONAL LEAVE

- a) Personal leave is unpaid time off work that can be requested for any purpose. Personal leave days need to be taken consecutively.
- b) Personal leave is subject to prior approval from the Employer. Such approval will be provided in writing and will not be unreasonably withheld. Previous attendance may be taken into consideration.

ARTICLE 6.7 – PAID SICK LEAVE

- a) An Employee is entitled to three (3) calendar days paid sick leave per calendar year. Employees shall be paid for the hours of their Regularly Scheduled Shift on the day the sick leave is taken, or the balance of the hours remaining in their shift if they leave part way through the shift. For purposes of sick day tracking and year end payouts, partial shifts will be counted as full days.
- b) The Employee shall notify the Employer of the need to use Sick Leave prior to the commencement of their Regularly Scheduled Shift via email or telephone.

- c) Sick leave may be used for any of the following purposes:
 - i. Personal illness, injury, or medical appointments; or
 - ii. Illness or injury of a member of the Employee's Immediate Family where the Employee must act as care-giver.
- d) Sick Leave must be exhausted prior to commencing any of the following leaves:
 - i. critical illness leave;
 - ii. long-term illness leave; or
 - iii. injury leave.
- e) Un-used sick leave will be paid out on the last payday prior to December 31 of each year. For each day of un-used sick leave, the Employee shall be paid for the number of hours of the last Regularly Scheduled Shift in the pay period the un-used sick leave is paid out.
- f) In the case that an employee is absent from work for a period of three (3) or more calendar days consecutively, a signed certificate by a qualified physician explaining the reason for absence may be requested by the Employer upon the employee's return to work. The cost of the signed certificate is to be paid by the Employer.

ARTICLE 6.8 – ABSENTEEISM

- a) An Employee's absence will be considered excused if covered by one of the leaves defined above and the Employee provides proper and timely notification deemed satisfactory to the Employer.
- b) Unexcused absentees are subject to progressive discipline or termination as defined in policies on discipline and separation of employment.

ARTICLE 6.9 – ABANDONMENT OF POSITION

- a) Any Employee who fails to report for work and does not notify the Employer within three shifts, and who cannot give an acceptable reason for their absence, shall be considered as having abandoned their position and will be terminated.

ARTICLE 7 – SHOP STEWARDS

- a) The Union will appoint or elect Shop Stewards from Full-Time Employees who have completed their Probationary Period and will notify the Employer in writing of the appointment or election. The Employer will only recognize such Shop Stewards when notified in writing by the Union, and will not discriminate against them for lawful Union activity. There shall be an approximate ratio of one (1) shop steward per fifty (50) employees
- b) Shop Stewards are required to actively work in their craft. The Employer will utilize Shop Stewards as the Union Representative for discipline meetings and during the Grievance Procedures defined in Article 11.
- c) The Union will supply to the Employer on or about each January 1, a list of the Employees acting as Shop Stewards.
- d) Shop Stewards will suffer no loss of regular pay when processing Grievances under the Grievance Procedure.
- e) The Employer will notify the Local Union Office prior to the discipline or dismissal of any Shop Steward.

ARTICLE 8 – UNIFORMS AND MISCELLANEOUS

- a) Personal Protective Equipment, as determined by the Employer, which shall be consistent with the rules and regulations of the Alberta Workers' Compensation Board ("WCB"), will be supplied by the Employer and will be without cost to the Employee. Coveralls supplied to Machine Shop Employees will be cleaned by the Employer weekly. Any changes in current practices for smocks and coveralls will be discussed between the Union and the Employer.
- b) The Employer will provide an allowance to Employees requiring safety footwear. The allowance will be paid once every twenty-four (24) months. Each Employee shall receive up to \$200 after a receipt has been submitted for the purchase of Canadian Standards Association ("CSA") approved steel toed footwear.
- c) All safety footwear shall be either 6 inches or higher, and made from Grade 1 CSA steel-toed boots with steel sole plate protection or composite/plastic reinforcement type materials.
- d) The Employer will provide a clean and adequate space for breaks. The Employees will be responsible to ensure the space and equipment is kept in a neat and tidy condition.
- e) A two (2) foot by two (2) foot lockable board in both Manufacturing and Distribution will be provided in the lunchroom area for the sole use of the Union to post official Union notices to the Employees. Content to be reviewed with the Employer prior to posting.
- f) Lockers will be provided to Employees to secure their personal belongings at the workplace.

ARTICLE 9 – CONFLICTING AGREEMENT

- a) The Employer agrees not to enter into any agreement or contract with the Employees covered by this Collective Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Collective Agreement or any statute of Canada. Any such agreement will be null and void.

ARTICLE 10 – TRANSFER OF TITLE OR INTEREST

- a) This Collective Agreement will be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation will continue to be subject to the terms and conditions of this Collective Agreement for the life thereof.
- b) It is understood by this Article that the Parties here to will not use any leasing device to a third party to evade this Collective Agreement. The Employer will give notice of the existence of this Collective Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Collective Agreement or any part thereof. Such notice will be in writing, with copy to the Local Union Office, not later than the effective date of sale.

ARTICLE 11 – GRIEVANCE PROCEDURE

- a) All differences arising with respect to the interpretation, application or operation of this Collective Agreement, or a contravention or alleged contravention of this Collective Agreement, collectively referred to herein as a "Grievance", will be settled within the terms and conditions as set forth in this Collective Agreement in the manner provided by this Article, unless otherwise expressly provided in this Collective Agreement. The procedure for settlement will be as follows:

- b) **STEP 1:** Any Grievance initiated by an Employee must first be made in writing by the Employee with reference to the disputed Article of this Collective Agreement and must be initiated within fifteen (15) calendar days of the event giving rise to the difference.
- c) After receipt of the written Grievance, the Employee and/or an available Shop Steward of the Employee's choice, and an appropriate representative of the Employer will endeavour to resolve the Grievance within seven (7) calendar days.
- d) **STEP 2:** Failing settlement under Step 1, the Grievance will be taken up between an appropriate representative of the Employer and a Local Union Representative and a Shop Steward of the Union's choosing if the Union so chooses to include a Shop Steward.
- e) **STEP 3:** Failing settlement under Step 2, the Grievance will be referred to and taken up between two (2) Local Union Representatives selected by the Union and two (2) Employer representatives.
- f) **STEP 4:** Failing settlement under Step 3, the Employer and the Union may, if mutually agreed, request that the Grievance be referred to a Grievance Panel
- g) The Grievance Panel shall meet to hear and determine the Grievance, and render a decision after hearing the matter brought before it.
- h) The majority decision of the Grievance Panel on the disposition of a Grievance will be final and binding upon the all Parties, and will have the same effect as a decision rendered by an Arbitrator but will not be used as precedents. The cost of the Grievance Panel will be borne equally by the Union and the Employer.
- i) **STEP 5:** Failing settlement under Step 3 or Step 4, the matter may be referred to an Arbitrator who will meet with the Parties to the Grievance to hear both sides of the Grievance.
- j) The Arbitrator shall be requested to hand down a decision within thirty (30) calendar days following completion of the hearing and this decision will be final and binding on all Parties to the Grievance.
- k) The cost of the Arbitrator will be borne equally by the Union and the Employer.
- l) Grievances under this Article may be initiated by any Employee, a group of Employees, the Union, or the Employer. In the event the Employer initiates a Grievance, the steps laid out above shall apply, but in the corresponding perspective.

ARTICLE 12 – DISCIPLINE

- a) When an Employee is suspended by the Employer during an investigation, the suspension will be without pay for a maximum of five (5) working days. Further days off will be with pay until such time as the Employer makes a decision as to the appropriate discipline.
- b) When an Employee is required to attend a meeting, the purpose of which is to conduct a disciplinary investigation hearing, investigate a documented performance event, or render a disciplinary decision, the Employee is entitled to have, at their request, their choice of an available representative of the Union in attendance. The Employee and the Union Representative will be advised prior to the meeting as to the nature of the matter giving rise to the meeting and the Employee will be given the opportunity to provide a full explanation as part of the investigation hearing.

- c) Discipline history older than twelve (12) months will not be used to compound new disciplinary actions, provided the twelve (12) months prior to the new incident have been discipline free.
- d) An Employee will receive a copy of any disciplinary record placed on their Personnel File, including reprimands, with a copy to the Local Union Office. Upon request, Employees will be permitted to review their Personnel File.
- e) The Parties embrace the principles of progressive discipline. The severity of the discipline will be determined by the Employer. Disagreement between the Parties shall be settled per the Grievance Procedure set forth in Article 11.

ARTICLE 13 – PAYDAY AND PAY STATEMENTS

- a) Payday shall be each Thursday. Should a change be required, the Employer shall inform the Secretary- Treasurer in writing sixty (60) calendar days in advance of such change.
- b) The Employer will provide every Employee covered by this Collective Agreement with an itemized statement in respect of all wage payments made to such Employee and all deductions made from the gross amount of wages.
- c) Payment of wages will be made by direct deposit.

ARTICLE 14 – ANNUAL VACATIONS

- a) The vacation year shall be the calendar year be from January 1 to December 31.
- b) Employees shall accrue vacation pay and vacation time-off entitlements based on the number of continuous years of service with the Employer.
- c) Vacation Pay is earned during the year prior to the year of vacation entitlement.

Continuous Yrs. of Service	Vacation Time	Vacation Pay
Less than one (1) year	N/A	4% of annual gross earnings of the year in which it was earned
One (1) year	Two (2) weeks	4% of annual gross earnings of the year in which it was earned
Three (3) years	Three (3) weeks	6% of annual gross earnings of the year in which it was earned
Fifteen (15) years	Four (4) weeks	8% of annual gross earnings of the year in which it was earned

- d) Vacation pay will accrue every pay period.
- e) The Employer will pay vacation pay through pay roll deposit on the regular payday as if the Employee had worked. Alternatively, the Employee may request vacation pay be paid on the regular payday immediately preceding the commencement of the vacation, with at least two (2) weeks written notice to the Employer prior to such payday.

- f) Employees will be required to use a minimum of two (2) weeks of entitled vacation each calendar year. Unused vacation entitlements will be paid out each year prior to December 31.
- g) The following Employee Categories will be recognized as separate groups for vacation purposes:
 - i. Full-Time Manufacturing
 - ii. Full-Time Distribution
 - iii. Full-Time Machine Shop
 - iv. Permanent Part-Time Manufacturing
 - v. Permanent Part-Time Distribution
 - vi. Permanent Part-Time Machine Shop
- h) The maximum number of employees permitted on vacation at any given time will be ten (10%) of the separate groups for vacation purposes outlined in Article 14(g), rounded up to the nearest whole number.
- i) A vacation list will be created for each Employee Category and will be posted on the first day of November for the upcoming vacation calendar year. Employees will designate their choice of vacation, in order of seniority, by the Bid Deadline that shall be the first day of December of the same year.
- j) In the event an Employee fails to designate their choice of vacation by the Bid Deadline, vacation time for said Employee shall be allocated at the discretion of the Employer. The Employer will post the completed vacation schedule by December 31st and it will remain posted for the entire vacation year.
- k) Employees, at their option, have the right to split their vacation into separate periods consisting of a minimum of one (1) week at a time
- l) Employees who have three (3) weeks or more of vacation entitlement, may use up to 1 week of vacation in single day increments after the final vacation schedule has been posted – approval of single vacation days are at the discretion of the Employer.
- m) Employees will have the ability to cancel their vacation choice after the close of the bidding period, with a written request at least seven (7) calendar days in advance of the scheduled vacation week. The re-schedule of the cancelled vacation choice must be requested in writing at least fourteen (14) calendar days in advance of the requested vacation week.
- n) The Employer will do its utmost to co-operate with any Employee's vacation requirements in extenuating circumstances. If issues of overlap arise, they will be identified at the time of booking vacation. An Employee's vacation will not be unreasonably denied because of overlap with a more senior Employee's vacation.
- o) Vacation weeks that become available for whatever reason after the bids close, will be awarded in seniority order to Employees who have a written vacation change request on file with the Employer at the time said weeks become available.
- p) Employees will not be called out to work during their scheduled week(s) of vacation. The vacation week will be considered seven consecutive (7) calendar days according to the employees work schedule.
- q) If an Employee books vacation on a General Holiday, the Employee will be paid for the General Holiday per Article 15. The vacation day will remain available to the Employee for future use.

ARTICLE 15 – GENERAL HOLIDAYS

- a) The following and all additional days as may be declared by the Federal and/or Provincial governments will be recognized as General Holidays:
 - i. New Years Day
 - ii. Family Day
 - iii. Good Friday
 - iv. Victoria Day
 - v. Canada Day
 - vi. Civic Day
 - vii. Labour Day
 - viii. Thanksgiving Day
 - ix. Remembrance Day
 - x. Christmas Day
 - xi. Boxing Day
- b) Upon the completion of the Probationary Period, Employees will be paid their average daily wage as defined by the Alberta Employment Standards Code. provided:
 - i. the employee was not absent without consent on the last scheduled day before the General Holiday, or the first scheduled day after the General Holiday; or
 - ii. the Employee did not refuse work on the General Holiday when requested/scheduled to do so.
- c) In addition to i. and ii. above, Employees working on a General Holiday, following the first thirty (30) calendar days of Employment, shall be paid as follows:
 - i. for their scheduled shift time – time and one half (1 ½x) their Straight Time rate; and
 - ii. all hours in excess of their scheduled shift – double (2x) their Straight Time rate.
- d) In the event that a work shift overlaps the beginning or the end of a General Holiday, the criteria will be that all hours actually worked on the General Holiday, between 00:00 and 23:59, will be considered as worked on a General Holiday for each individual Employee.

ARTICLE 16 – SENIORITY AND PROMOTIONS

- a) For the purpose of this Collective Agreement, the Employer will recognize the existing seniority ranking and hours worked for the purposes of wage rate and vacation.
- b) Seniority shall be based from the first day on payroll with the Employer.
- c) Seniority shall prevail for the purpose of vacation allotment as stated in Article 14, and layoff as stated in Article 29.
- d) Should two or more Employees have the same start date, the seniority ranking for that group of Employees shall be by random draw. After the Date of Ratification, current Employees who share the same start date will be given the opportunity to agree to their seniority position. Should no agreement happen, the decision will be made by random draw. This will be a one-time decision.
- e) The Employer shall provide the Union with a separate Seniority List for Full-Time Employees and Part-Time Employees, by Employee Category, giving the names of Employees and dates they commenced employment, immediately after the signing of this Collective Agreement and each four (4) months after that, and shall also post a copy of the Seniority List at the Facility. The Employer shall add any new Employees and delete those whose employment is terminated.

- f) Any Employee wishing to protest seniority must do so within thirty (30) calendar days of the posting of the Seniority Lists in which their name first appears.
- g) Due to the nature of the Employer's business, new Employees will be required to serve a Probationary Period during which time the Employer will have the right to determine the suitability of the Employee for continued employment. The Probationary Period will continue for up to one hundred and twenty (120) calendar days.
- h) Part-time seniority shall not be credited towards full-time seniority.
- i) Any Employee promoted to any position outside the Bargaining Unit, and at a later date proves to be unsatisfactory for any such position, or there is a reduction in staff of the department, or if the Employee wishes not to accept such position, may be reinstated to their former position without loss of seniority, provided this occurs within one hundred and eighty (180) calendar days of the promotion.
- j) If the employee so chooses, the Employer will continue remitting Dues to the Local Union Office on behalf of the Employee during this period. If, however, the Employee so chooses to disassociate with the Union in writing, they will forfeit their entitlement to protection under this Collective Agreement.
- k) Any Employee who use this Article to return to the Bargaining Unit, for whatever reason, will be restricted from applying for a position outside the Bargaining Unit for a period of one year (1).
- l) Promotion to a Team Leader within the Bargaining Unit—should such a position become available—will be filled on the basis of seniority, qualification, and merit.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- a) The calendar week shall be from 00:00 Saturday to 23:59 the following Friday.
- b) The Employer will operate a seven (7) day continuous operation. Schedules may vary by departments but shall be posted in four (4) week cycles. Scheduled days of the week, hours per day, start times and break times will be determined by the Employer, based upon operational requirement. Full-time shifts will comprise of:
 - i. any five (5) consecutive (8) hour days (exclusive of unpaid meal periods);
 - ii. any four (4) consecutive ten (10) hour days (exclusive of unpaid meal periods); or
 - iii. any three (3) consecutive twelve (12) hour days (exclusive of unpaid meal periods).
- c) Work days may be truncated to less than specified above, in order to accommodate around-the-clock operations. Full-time shifts will be compensated for forty (40) regular hours.
- d) A total of thirty (30) minutes of paid breaks will be scheduled each day in ten (10) or fifteen (15) minute increments for the eight (8) hour and ten (10) hour days.
- e) A total of 45 minutes of paid breaks will be scheduled each day in fifteen (15) minute increments for the twelve (12) hour days.
- f) In the event of a work day truncated to less than seven (7) hours, one (1) fifteen (15) minute paid break will be provided.
- g) In addition to the above, one half (1/2) hour unpaid meal break will be scheduled each day on all shifts over five (5) hours.

- h) Employees shall be in their respective working locations, ready to resume work, at the conclusion of rest and meal periods. Employees shall continue working up to the beginning of breaks and to the end of shifts.
- i) The Employer will provide Employees a minimum of four (4) weeks' notice of an operating shift change, and a minimum of forty-eight (48) hours' notice of individual shift changes.
- j) Any Employee, who reports to work on a scheduled work day, and does not commence their shift for reasons accountable to the Employer, shall be paid four (4) hours pay at the applicable rate.
- k) In the event that an employee reports to work for a scheduled work day and who does not commence their shift for reasons accountable to the Employer, or has commenced work and works less than (4) four hours shall be paid for a total of four (4) hours at the applicable rate.
- l) Employees will be given eight (8) hours free from duty on any shift change. Where an Employee has their shift changed and they receive less than the eight (8) hours free from duty, they will receive overtime at the overtime rate shown herein for each minute that they are short of their eight (8) hours.
- m) Full-Time Employees working five (5) consecutive eight (8) hour days, will be paid at time and one half (1.5X) per hour for hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- n) Full-Time Employees working four (4) consecutive ten (10) hour days, will be paid at time and one half (1.5X) per hour for hours worked in excess of ten (10) hours per day or forty (40) hours per week.
- o) Full-Time Employees working three (3) consecutive twelve (12) hour days, will be paid at time and one half (1.5X) per hour for hours worked in excess of twelve (12) hours per day or thirty-six (36) hours per week.
- p) Permanent Part-Time Employees will be entitled to overtime pay after working a total of forty (40) hours in a work week.
- q) Overtime will be paid by the minute.
- r) If additional labour requirements cannot be met by means of Permanent Part-Time Employees earning regular pay, Employees may be required to work overtime, and such overtime shall be scheduled by the Employer as required. No Employee will be allowed to sign up for, or work, overtime shifts while on vacation.
- s) Overtime shall first be offered to the Employee(s) operating the particular equipment or product line during the shift preceding the overtime requirement. If said Employee(s) choose to pass on the overtime opportunity, the Employer will select from within the department on the basis of seniority, provided the Employee(s) are capable of the work. If Employee(s) within the department pass on the overtime opportunity, or the number of Employees is insufficient to requirement, the Employer will select Employees outside of the department outside of seniority, provided the Employee(s) are capable of the work.
- t) Should no one volunteer for the required overtime, the Employer may force the overtime from the bottom of the Seniority List and up. Employees may be required to work a maximum of six (6.0) hours of overtime per week in reverse seniority order provided the Employee(s) are capable of the work.

- u) Any Employee called out after their working day has been completed shall be paid a minimum of four (4) hours pay at the applicable overtime rate of pay. To qualify, the Employee must have a minimum one (1) hour break between the end of their original shift and the beginning of the call-out shift.
- v) When an Employee is called to work on one of their days off, they shall receive a minimum of four (4) hours pay at the applicable rate of pay. Should the employee volunteer to leave early, they will be paid only for the time worked.

ARTICLE 18 – PERMANENT PART-TIME EMPLOYEES

- a) Permanent Part-Time Employees shall be offered, in seniority order, all available part-time work. Permanent Part-Time Employees can be employed up to fifty-two (52) weeks of the year, shall be scheduled no less than twenty (20) hours per week, and no more than thirty-two (32) scheduled hours per week, except during peak periods.
- b) At no time shall the total number of Permanent Part-Time Employees exceed twenty percent (20%) of the Full-Time Employee's Seniority List.
- c) Unless otherwise specified, all Articles contained in this Collective Agreement shall apply to Permanent Part-Time Employees.
- d) Call in shifts, should they be required, may vary from four (4) to twelve (12) hours per day
- e) The Employer will first offer the opportunity to Full-Time Employees to move to a Permanent Part-Time Employee within the same Employee Category prior to offering work to new Permanent Part-Time Employees. Seniority will be the deciding factor as to who will move to a Permanent Part-Time Employee should positions be available. Should a Full-Time Employee choose to become a Permanent Part-Time Employee, they will maintain their overall seniority for vacation entitlement, and have their seniority transferred to the Permanent Part-Time Employee Seniority List.
- f) Additional work shifts may be offered to Permanent Part-time Employees who have worked less than thirty-two (32) hours during the week, can complete the work at regular pay, and are presently able to perform the work required.
- g) As Full-Time Employee positions become available, they will be offered to Permanent Part-Time Employees and awarded based upon seniority, qualification and merit. Upon return to Full-time Employee status, the Employee will be placed at the bottom of the Full-Time Employee Seniority List when an opening occurs and their seniority permits them to transfer.
- h) Permanent Part-time Employees shall not be eligible to apply for the position of Team Leader within the Bargaining Unit.

ARTICLE 19 – HEALTH AND WELFARE PLAN

- a) The Employer shall provide a Health and Welfare Plan to all Full-Time Employees and a separate and distinct Health and Welfare Plan to Permanent Part-Time Employees. Eligible dependants coming under the jurisdiction of this Collective Agreement of an Employee may only join the Health Welfare Plan associated with the Employee.
- b) Any Full-Time Employee or Permanent Part-Time Employee who is hired by the Employer shall join the Health and Welfare Plan on the first day of the month immediately following one hundred twenty (120) calendar days from the date of employment with the Employer, except for the dental portion of the Health and Welfare Plan, which shall commence on the first day of the month immediately following one hundred eighty (180) calendar days from the date of employment with the Employer.

- c) The cost of the Health and Welfare Plan will be one hundred percent (100%) paid for by the Employer, for all Employees, but shall exclude the following elements, which will be paid for as follows:
- i. the Long-Term Disability premium will be one hundred percent (100%) paid for by the Employees; and
 - ii. the extended medical plan premium will be thirty-nine percent (39%) paid for by the Employees.
- d) The Health and Welfare Plan's details of coverage are outlined in Appendix B.
- e) Any Employee injured on the job and eligible for WCB benefits shall have the balance of their time on the day of the injury paid for by the Employer, provided they were attended by a physician.
- f) The Employer will pay for all physician notes related to WCB or functional capacity, and when directed to the Employer's physician.

ARTICLE 20 – RRSP PLAN

- a) Effective on the Date of Ratification, the Employer will contribute fifty cents (\$0.50) to each Employee's wage rate for each Full-time Employee or Permanent Part-time Employee that has completed their Probationary Period, which shall be directed to the Employer sponsored Registered Retirement Savings Plan ("RRSP"), provided that each Full-time Employee or Permanent Part-time Employee contributes thirty-five cents (\$0.35) for each hour of work that the Employer contribution is applied to and provides written authorization to the Employer to direct the combination of the two amounts to the Employer sponsored RRSP.
- b) Employees who are above the age of seventy-two (72) will have the full amount of the RRSP contribution paid on their wage as an hourly rate.

ARTICLE 21 – WAGE RATES

- a) Employees in the Distribution Employee Category and hired before the Date of Ratification will follow the wage rate tables presented below.

Level	Hours	Employee Category	Yr. 1 (2.00%) Hourly Rate	Yr. 2 (0.75%) Hourly Rate	Yr. 3 (0.75%) Hourly Rate
TL	3841+	TL– Distribution	\$26.74	\$26.94	\$27.15
3c	3841+	Distribution	\$23.68	\$23.86	\$24.04
3b	3361-3840	Distribution	\$23.06	\$23.24	\$23.41
3a	2881-3360	Distribution	\$22.45	\$22.62	\$22.79
2c	2401-2880	Distribution	\$21.89	\$22.05	\$22.22
2b	1921-2400	Distribution	\$20.89	\$21.05	\$21.20
2a	1441-1920	Distribution	\$20.71	\$20.86	\$21.02
1c	961-1440	Distribution	\$20.17	\$20.32	\$20.47
1b	481-960	Distribution	\$19.57	\$19.72	\$19.87
1a	0-480	Distribution	\$18.97	\$19.11	\$19.26

- b) Employees in the Manufacturing Employee Category and hired before the Date of Ratification will follow the wage rate tables presented below.

Level	Hours	Employee Category	Yr. 1 (2.00%) Hourly Rate	Yr. 2 (0.75%) Hourly Rate	Yr. 3 (0.75%) Hourly Rate
TL	3841+	TL- Manufacturing	\$26.16	\$26.36	\$26.56
3c	3841+	Manufacturing	\$23.10	\$23.28	\$23.45
3b	3361-3840	Manufacturing	\$21.22	\$21.38	\$21.54
3a	2881-3360	Manufacturing	\$20.64	\$20.80	\$20.96
2c	2401-2880	Manufacturing	\$20.19	\$20.34	\$20.49
2b	1921-2400	Manufacturing	\$19.49	\$19.64	\$19.79
2a	1441-1920	Manufacturing	\$18.95	\$19.09	\$19.24
1c	961-1440	Manufacturing	\$18.55	\$18.69	\$18.83
1b	481-960	Manufacturing	\$18.15	\$18.28	\$18.42
1a	0-480	Manufacturing	\$17.77	\$17.90	\$18.04

- c) Employees in the Machine Shop Employee Category and hired before the Date of Ratification will follow the wage rate tables presented below.

Level	Hours	Employee Category	Yr. 1 (2.00%) Hourly Rate	Yr. 2 (0.75%) Hourly Rate	Yr. 3 (0.75%) Hourly Rate
-	-	Machine Shop – Machinist	\$37.79	\$38.07	\$38.36
-	-	Machine Shop - Maintenance	\$34.81	\$35.07	\$33.83

- d) Employees in all Employee Categories and hired before the Date of Ratification will follow the wage rate table presented below in respect of Hourly Premiums.

Hourly Premiums	Hourly Rate
First Aid Level I ¹	\$1.10
First Aid Level II ²	\$1.75
PM Shift ³	\$1.35
Twelve (12) Hour Shift ⁴	\$3.95
Trainer ⁵	\$2.00
Acting Team Leader	\$3.00
Pipeline Operator ⁶	\$1.00
¹ First Aid Level I Premium is to be applied to hours on duty as a designated first aid attendant.	
² First Aid Level II Premium is to be applied to all hours worked by the Employee.	
³ PM Shift Premium is to be applied to shifts with a start time between 14:00 and 4:00, and will not apply to Regularly Scheduled twelve (12) hour shifts.	
⁴ Twelve (12) Hour Shift Premium is to be applied to Full-Time Employees that work three (3), twelve (12) hour shifts in a week.	
⁵ Trainer Premium is to be applied to hours worked providing certification training.	
⁶ Pipeline Premium is to be applied to hours worked on the relevant pipeline equipment and shall be limited to those Employees whom earned the Pipeline premium on the Date of Ratification.	

- b) Employees hired after the Date of Ratification will follow the wage rate tables presented in the "Letter of Understanding: Wage Rates and Job Classifications".

ARTICLE 22 – SEPARATION OF EMPLOYMENT

- a) If an Employee is terminated, discharged, or resigns, the Employee shall receive their final paycheck including all monies owing to them, by their next regular payday.
- b) The Employer shall provide a Record of Employment to any Employee who separates from employment of at least seven (7) calendar days, for any reason, within seven (7) calendar days of the last day worked or terminated.

ARTICLE 23 – EXTRA SKILLS OR REQUIREMENTS

- a) When the Employer requires any Employee to take a first aid course, or a course of any other type, the actual time spent taking such course shall be deemed to be work time, and shall be paid at the Straight Time rate of pay, regardless of hours worked on the day or during the week.

ARTICLE 24 – SAVING CLAUSE

- a) If any Articles of this Collective Agreement or of any supplement hereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Collective Agreement or of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 11 – Grievance Procedure herein.

ARTICLE 25 – COMPENSATION COVERAGE

- a) The Employer shall provide coverage to all employees for injury on the job under the Workers' Compensation Act of the Province of Alberta

ARTICLE 26 – STRIKES AND PICKET LINES

- a) There shall be no strikes, work stoppages, job action or lockouts, or intimidation under this Collective Agreement, excepting those strikes as provided under the Alberta Labour Relations Code. All disputes and Grievances of either Party shall be settled as quickly as possible under the Grievance Procedures outlined in Article 11.
- b) In the event of a strike, by a labour group other than those covered by this Collective Agreement, involving the Employer's property or operations, the Employees will remain on the job in accordance with their obligations under the Alberta Labour Relations Code, unless to do so would endanger the life of the Employee.

ARTICLE 28 – HEALTH AND SAFETY

- a) The Employer and the Union recognize the rights of Employees to work in an environment of mutual respect, free from discrimination, harassment and violence through the Employer's Workplace Anti Bullying and Harassment Policy and Workplace Anti Violence Policy found in the Employer's Policies and Procedures Manual. The Employer is committed to providing a workplace that supports the dignity, self-esteem and contribution of all Employees.
- b) The Employer agrees to participate in the promotion of mental health awareness of Employees in the workplace.
- c) Employee actions that contravene the policies in the Policies and Procedures Manual may constitute grounds for discipline up to and including termination.
- d) The Employer and the Union recognize the benefits derived from adherence to the appropriate provincial occupational health and safety regulations, policies, practices and procedures, all of which promote and maintain a safe and healthy workplace. The Employer will continue to review and revise their Health and Safety Program, including the Employer's Occupational Health and Safety Policy, and their Drug and Alcohol Policy in the Employer's Policies and Procedures Manual. Through the policies and procedures, the employer will make reasonable provisions for the health and safety of the Employees during the hours they are actively at work.

- e) All Employees will co-operate in the strict observance of all safety regulations at all times. Each Employee shall use or wear the equipment, materials and protective devices or clothing the Employer requires to be worn or used. Employees shall immediately report to the Employer any equipment or conditions, which the Employee has reasonable cause to believe, are unsafe.
- f) A Health and Safety Committee shall be maintained by the Employer.
- g) The Employer will be responsible to print and post Health and Safety Committee meeting minutes with a copy forwarded to the Local Union Office.
- h) The Employer reserves the right to post and select Employees within the Bargaining Unit to train as first aid attendants, to satisfy required numbers and level of coverage specified in provincial legislation. Selection shall be based upon merit and ability.

ARTICLE 29 – LAYOFF AND RECALL

- a) In the event it becomes necessary for the Employer to reduce the number of Employees, the following procedures will apply.
- b) The Employer shall first notify the Union of its intent to reduce the number of Employees with as much notice as possible prior to implementing the measures outlined below and will meet with the Local Union to discuss possible mitigation of the surplus.
- c) Affected Full-Time Employees and Permanent Part-Time Employees shall receive at least fourteen (14) calendar days' written notice of any reduction in hours or layoff.
- d) Escalating steps to reduce the number of Employees shall be as follows:
 - i. an invitation to alter vacation schedules will be extended;
 - ii. Permanent Part-Time Employee hours will be reduced;
 - iii. Permanent Part-Time Employees will be laid off in reverse order of seniority;
 - iv. Full-Time Employee hours may be reduced; and
 - v. Full-Time Employees will be laid off in reverse order of seniority;
- e) Employees laid off will remain on the Seniority List and eligible for recall for a period of one hundred twenty (120) calendar days following the date of layoff. If after one hundred twenty (120) calendar days the Employee has not been recalled, their name will be permanently removed from the Seniority List and remaining in lieu of notice pay will be issued per the Alberta Employment Standards Code,
- f) The Employee is responsible to ensure the Employer is kept notified of any change of contact information during layoff.
- g) Recall of Employees from lay off shall be in order of seniority
- h) A Notice of Recall by the Employer may first be issued and confirmed by personal contact to the Employee and if not confirmed by personal contact with the Employee then by Registered Mail to the address last filed by the Employee with the Employer.
- i) An Employee must respond to a Notice of Recall, once received, within two (2) business days and must be available to report for work no later than fourteen (14) calendar days following notification.
- j) If an Employee fails to respond to the received Notice of Recall within two (2) business days, the Employee shall be deemed to have resigned and will be removed from the Seniority List.
- k) The Employer will copy the Union on the status of all Employees regarding layoff and recall via email and the Check-Off List.

ARTICLE 30 – TECHNOLOGICAL CHANGE

- a) In the event that technological advancement adversely impacts Full-Time Employees' employment with the Employer, the Employer agrees to provide its best efforts to provide internal training for job placement within the Facility or an alternate job placement at the Employer prior to enacting Article 29.

ARTICLE 32 – MAINTENANCE OF ACTIVITIES

- a) Any premiums or rates of pay not mentioned in this agreement will be in full force for the term of this agreement, for all employees listed on payroll on the date of ratification. Any or all such practices discovered during the term of this agreement will then be deemed part of this agreement until it is negotiated out by mutual agreement at the next round of negotiations.

ARTICLE 31 – APPRENTICES

- a) The maximum number of apprentices to be employed and allowed will be at a ratio of one (1) apprentice for every one (1) tradesperson.
- b) Apprentices authorized by the Employer to attend yearly training classes will be paid the difference between their Alberta Government Training Allowance and the value of a Straight Time forty (40) hour week at their applicable rate, subject to the following four (4) conditions:
 - i. the Government Allowance cheque stub will be turned in to the Employer;
 - ii. on receipt of the Apprentice Progress Report, any absentee hours will be deducted the Employees Straight Time four (40) hour week;
 - iii. apprentices will be paid the make-up difference for only one (1) period of each category training. Repeat classes, unless caused by illness or any other uncontrollable condition, will not receive benefits of pay make-up; and
 - iv. The total cost of tuition and textbooks will be reimbursed by the Employer to the Employee upon presentation of receipts and the passing of school year.

ARTICLE 33 – TOOL ALLOWANCE AND INSURANCE

- a) The Employer agrees to provide an annual tool allowance of one hundred and fifty dollars (\$150.00) to each Machine Shop Employee. Specialty tools will be provided by the Employer as required, but shall remain the property of the Employer.
- b) In the event of theft or loss due to conditions beyond the control of the Employee, the Employer agrees to replace the Employees General Tools up to a maximum value of five thousand dollars (\$5,000). To be eligible for such replacement, a list of General Tools and corresponding values must be supplied to the Employer, agreed upon, and updated as necessary, prior to the theft or loss event.

Appendix A – Definitions

Capitalized terms used throughout the Collective Agreement shall have the following meaning:

Acting Team Leader	Shall have the meaning set forth in the "Letter of Understanding: Wage Rates and Job Classifications."
Arbitrator	Shall mean a person appointed with the mutual consent of both Parties to settle disputes arising in connection with the Collective Agreement, if the Parties do not agree on an Arbitrator one shall be appointed by the Alberta Labour Relations Board.
Authorized Agent	Shall mean a person employed by the Union and authorized by the Union to represent the Employees in matters pertaining to the Collective Agreement.
Distribution	Shall mean an Employee Category and encompass those Employees performing distribution functions and which are covered under the Certificate.
Employer	Shall mean ECCO Heating Products Limited.
Full-Time Employee	Shall mean an Employee who is or was regularly scheduled by the Employer to work a minimum of thirty-six (36) hours, exclusive of any of the leaves set forth in Article 6, for every week during a consecutive week period comprising of a calendar year.
Health and Safety Committee	Shall mean a body of people comprising of at least one Employee and one representative of the Employer whose sole function is to make recommendations to the Employer on matters pertaining to the health and safety of the Employees within the Facility, and shall not include any representative of the Union.
Local Union Office	Shall mean the Union's principal business address.
Machine Shop	Shall mean an Employee Category and encompass those Employees performing machine shop functions and which are covered under the Certificate.
Manufacturing	Shall mean an Employee Category and encompass those Employees performing manufacturing functions and which are covered under the Certificate.
Personnel File	Shall mean the official file pertaining to each Employee's employment with the Employer.

Policies and Procedures Manual	Shall mean all of the policies, procedures, rule, and regulations governing the operations and employment of the Employer.
Regularly Scheduled Shift	Shall mean each Employee's Straight Time scheduled working hours.
Seniority List	Shall mean a list comprised by the Employer and vetted by the Employees and the Union that lists the total accrued seniority for each Employee.
Straight Time	Shall mean an hour of a Regularly Scheduled Shift and which shall exclude any overtime.
Team Leader	Shall have the meaning set forth in the "Letter of Understanding: Wage Rates and Job Classifications."
Union	Shall mean General Teamsters, Local Union No. 362.

Appendix B – Health and Welfare Plan

BENEFIT	FULL TIME	PERMANENT PART TIME
Administered by	<ul style="list-style-type: none"> Sun Life and Homewood Health 	<ul style="list-style-type: none"> Sun Life and Homewood Health
Eligibility	<ul style="list-style-type: none"> Following 6 months of employment for dental plan and 3 months for all other benefits 	<ul style="list-style-type: none"> Following 6 months of employment for dental plan and 3 months for all other benefits
Life insurance	<ul style="list-style-type: none"> 250% of annual earnings Maximum of \$430,000 Maximum of \$50,000 at age 70 Reduces by 50% at age 65 Conversion option Terminates at retirement 	<ul style="list-style-type: none"> Maximum of \$50,000 Conversion option Terminates at retirement
Accidental death and dismemberment insurance	<ul style="list-style-type: none"> 250% of annual earnings Maximum of \$430,000 Maximum of \$50,000 at age 70 Reduces by 50% at age 65 Conversion option Terminates at retirement 	<ul style="list-style-type: none"> Maximum of \$50,000 Conversion option Terminates at retirement
Dependant life insurance	<ul style="list-style-type: none"> \$10,000 for spouse \$5,000 for each dependent child Conversion option for spouse only Terminates at retirement 	<ul style="list-style-type: none"> \$10,000 for spouse \$5,000 for each dependent child Conversion option for spouse only Terminates at retirement
Short term disability plan	<ul style="list-style-type: none"> Administered by Homewood Health 66.7% of weekly earnings Maximum of \$830 a week Pays immediately if due to accident or hospitalization Pays from the 8th day if due to illness Payable for 26 weeks Taxable disability income Terminates at retirement 	<ul style="list-style-type: none"> Administered by Homewood Health 66.7% of weekly earnings Maximum of \$830 a week Pays immediately if due to accident or hospitalization Pays from the 8th day if due to illness Payable for 26 weeks Taxable disability income Terminates at retirement
Long term disability plan	<ul style="list-style-type: none"> 60% of monthly earnings Maximum of \$7,500 a month Pays after 26 weeks of disability Payable to recovery or to age 65 Two year own occupation definition of disability, any occupation thereafter Primary CPP offset Non-taxable disability income Terminates at age 65 or earlier retirement 	N/A
Drug plan	<ul style="list-style-type: none"> No deductible 100% coverage of eligible expenses No annual or lifetime maximum Lowest priced (usually generic) equivalent Brand name substitution available (subject to approval) Includes certain lifestyle drugs including oral contraceptives and fertility drugs (\$2,400 lifetime maximum) Excludes vaccinations and smoking cessation drugs Utilizes a pay-direct drugcard Unlimited maximum Terminates at retirement 	<ul style="list-style-type: none"> No deductible 80% coverage of eligible expenses No annual or lifetime maximum Lowest priced (usually generic) equivalent Brand name substitution available (subject to approval) Includes certain lifestyle drugs including oral contraceptives and fertility drugs (\$2,400 lifetime maximum) Excludes vaccinations and smoking cessation drugs Utilizes a pay-direct drugcard Unlimited maximum Terminates at retirement

BENEFIT	FULL TIME	PERMANENT PART TIME
Health Plan	<ul style="list-style-type: none"> • No deductible • 100% coverage of eligible expenses (subject to certain maximums) • Paramedical practitioner coverage of \$500 per practitioner per year (acupuncturist, chiropodist/podiatrist, chiropractor, massage therapist, naturopath, osteopath, physiotherapist, psychologist and speech therapist) (massage therapist requires medical recommendation) • Private hospital • Ambulance coverage (ground and air) • Private duty nursing (\$25,000 per 3 consecutive benefit years) • Medical equipment and supplies (subject to certain maximums) • Foot orthotics (\$350 per benefit year) • Orthopedic shoes (\$500 per benefit year) • Accidental dental (reasonable and customary) • Out-of-country emergency medical insurance and travel assistance (60-day travel limitation per trip and no \$ maximum) • Terminates at retirement 	<ul style="list-style-type: none"> • No deductible • 80% coverage of eligible expenses (subject to certain maximums) • Paramedical practitioner coverage of \$500 per practitioner per year (acupuncturist, chiropodist/podiatrist, chiropractor, massage therapist, naturopath, osteopath, physiotherapist, psychologist and speech therapist) (massage therapist requires medical recommendation) • Private hospital • Ambulance coverage (ground and air) • Private duty nursing (\$25,000 per 3 consecutive benefit years) • Medical equipment and supplies (subject to certain maximums) • Foot orthotics (\$350 per benefit year) • Orthopedic shoes (\$500 per benefit year) • Accidental dental (reasonable and customary) • Out-of-country emergency medical insurance and travel assistance (60-day travel limitation per trip and no \$ maximum) • Terminates at retirement
Vision plan	<ul style="list-style-type: none"> • No deductible • 100% coverage of eligible expenses to a maximum of \$200 every 2 benefit years for each Employee • 100% of the reasonable and customary cost for one eye examination every 2 benefit years for each Employee. • Terminates at retirement 	<ul style="list-style-type: none"> • No deductible • 100% coverage of eligible expenses to a maximum of \$200 every 2 benefit years for each Employee • 100% of the reasonable and customary cost for one eye examination every 2 benefit years for each Employee. • Terminates at retirement
Dental plan	<ul style="list-style-type: none"> • 100% coverage of basic expenses • 50% coverage of major restorative expenses • 50% of orthodontic expenses per dependent child under 19 years of age • \$1,500 combined benefit year maximum for basic and major restorative expenses per family member • \$2,000 lifetime maximum per dependent child • Recall examinations once every 9 months • Pays based on current reasonable and customary fees for general practitioners in effect on the date treatment is rendered for the province of residence of the covered person • Terminates at retirement 	<ul style="list-style-type: none"> • 80% coverage of basic expenses • \$1,500 benefit year maximum for expenses per family member • \$2,000 lifetime maximum per dependent child • Recall examinations once every 9 months • Pays based on current reasonable and customary fees for general practitioners in effect on the date treatment is rendered for the province of residence of the covered person • Terminates at retirement
Employee assistance plan	<ul style="list-style-type: none"> • Administered by Homewood Health 	<ul style="list-style-type: none"> • Administered by Homewood Health

BENEFIT	FULL TIME	PERMANENT PART TIME
Benefit year	<ul style="list-style-type: none"> October 1 to September 30 	<ul style="list-style-type: none"> October 1 to September 30
Survivor benefit plan	<ul style="list-style-type: none"> Continuation of drug, health, vision and dental plans for 24 months for surviving dependents 	<ul style="list-style-type: none"> Continuation of drug, health, vision and dental plans for 24 months for surviving dependents

SIGNED THIS 12 DAY OF AUGUST, 2020

ON BEHALF OF THE EMPLOYER:

ECCO Heating Products Limited

Stan Alldritt, President & CEO

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

Richard Brown, President & Business Agent

Lukas Eichel-Forninov, Business Agent & Organizer

LETTER OF UNDERSTANDING # 1

BETWEEN: ECCO HEATING PRODUCTS LIMITED

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362

RE: SEASONAL EMPLOYEES

Capitalized terms not defined herein shall have the same meaning as capitalized terms in the Collective Agreement.


- a) Seasonal Employees can work either full- or part-time shifts for a defined employment term lasting no more than four (4) months. If a Seasonal Employee's term of employment exceeds four (4) months then the Seasonal Employee shall become a Permanent Part-Time Employee.
- b) It is agreed that as a condition of employment, each seasonal employee shall become, and remain, a member in good standing of the Union in accordance with Article 3.
- c) Only the following Articles contained in this Agreement shall apply to seasonal employees:
 - i. Article 3: Union Security
 - ii. Article 4: Deduction of Union Dues
 - iii. Article 6.8: Absenteeism
 - iv. Article 13: Payday and Pay Statements
 - v. Article 17: Hours of Work and Overtime
 - vi. Article 22: Separation of Employment
- d) Seasonal Employees will be paid the equivalent of the PW3/DW3 probation wage rate for the duration of the term. Seasonal Employees will only perform PW3 and DW3 tasks, and will not be assigned work that prevents a Full-Time or Permanent Part-Time Employee from earning a premium rate.
- e) Seasonal Employees will not accrue seniority hours, nor are they eligible for participation in the Employer's Health and Welfare Plan.
- f) Vacation will be paid out on a weekly basis at four percent (4%) of the applicable wage rate and Seasonal Employees will not be eligible for vacation time.
- g) Seasonal Employees will be paid Statutory Holidays in accordance with employment standards.
- h) Seasonal Employees will be provided with a locker to secure personal belongings at the workplace.
- i) At no time shall the total number of Seasonal and Permanent Part-time Employees exceed twenty percent (20%) of the Full-Time Employee Seniority List.
- j) In the event that the Employer seeks to apply Article 29 and reduce the number of Employees, Seasonal Employees will be first laid off before any action is taken to reduce the number of Permanent Part-Time Employees and Full-Time Employees.

LETTER OF UNDERSTANDING # 1 (Continued)

SIGNED THIS 12 DAY OF AUGUST, 2020


ON BEHALF OF THE EMPLOYER:


ECCO Heating Products Limited


Stan Aldritt, President & CEO

ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362


Richard Brown, President & Business Agent


Lukas Eichel-Fominov, Business Agent & Organizer

LETTER OF UNDERSTANDING # 2

BETWEEN: ECCO HEATING PRODUCTS LIMITED
AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
RE: WAGE RATES AND JOB CLASSIFICATIONS

Capitalized terms not defined herein shall have the same meaning as capitalized terms in the Collective Agreement.

For Employees hired after the Date of Ratification:

- a) Equipment and/or processes are organized into Proficiency Levels, based on the level of equipment knowledge and/or skills requirement to operate the equipment and perform the work in a safe and productive manner.
- b) The Straight Time hourly rate for each Employee Category, based on each Employee's Proficiency Level, shall be as follows:

LETTER OF UNDERSTANDING # 2 (Continued)

Employee Category	Job Classification	Yr. 1 (2.00%) Hourly Rate	Yr. 2 (0.75%) Hourly Rate	Yr. 3 (0.75%) Hourly Rate
Distribution	Team Leader	\$26.74	\$26.94	\$27.15
Distribution	DW1	\$23.68	\$23.86	\$24.04
Distribution	DW1(T) ¹	\$21.33	\$21.49	\$21.65
Distribution	DW2	\$20.74	\$20.89	\$21.05
Distribution	DW2(T)	\$20.16	\$20.31	\$20.46
Distribution	DW3	\$19.56	\$19.71	\$19.86
Distribution	DW(P) ² & Picker	\$18.97	\$19.11	\$19.26
Manufacturing	Team Leader	\$26.16	\$26.36	\$26.56
Manufacturing	PW1	\$23.10	\$23.28	\$23.45
Manufacturing	PW1(T)	\$20.44	\$20.59	\$20.75
Manufacturing	PW2	\$19.77	\$19.92	\$20.07
Manufacturing	PW2(T)	\$19.10	\$19.25	\$19.39
Manufacturing	PW3	\$18.43	\$18.57	\$18.71
Manufacturing	PW(P)	\$17.78	\$17.91	\$18.05
Machine Shop	MTQ	\$37.79	\$38.07	\$38.36
Machine Shop	M	\$34.81	\$35.07	\$35.34
Machine Shop	MTQ(A) ³ – year 4 @ 90%	\$34.01	\$34.27	\$34.52
Machine Shop	MTQ(A) – year 3 @ 80%	\$30.23	\$30.46	\$30.69
Machine Shop	MTQ(A) – year 2 @ 70%	\$26.45	\$26.65	\$26.85
Machine Shop	MTQ(A) – year 1 @ 60%	\$22.67	\$22.84	\$23.02
¹ (T) – Training Level				
² (P) – Probation Level				
³ (A) – Apprentice Level				

LETTER OF UNDERSTANDING # 2 (Continued)

Hourly Premiums	Hourly Rate
First Aid Level I ¹	\$1.10
First Aid Level II ²	\$1.75
Twelve (12) Hour Shift ³	\$3.95
Trainer ⁴	\$2.00
Acting Team Leader	\$3.00
¹ First Aid Level I Premium is to be applied to hours on duty as a designated first aid attendant.	
² First Aid Level II Premium is to be applied to all hours worked by the Employee.	
³ Twelve (12) Hour Shift Premium is to be applied to Full-Time Employees that work three (3), twelve (12) hour shifts in a week.	
⁴ Trainer Premium is to be applied to hours worked providing certification training.	

- c) Employee Categories are organized by Job Classification and Proficiency Level. An Employee shall be paid the Straight Time hourly rate based on their Proficiency Level in their Assigned Primary Department and Alternate Secondary Department.
- d) On their first day of employment at the Employer, each Employee will be assigned the following Proficiency Level within their Employee Category:
 - i. Manufacturing – PW(P);
 - ii. Distribution – DW(P); or
 - iii. Machine Shop – MTQ or M;
- e) Graduating to a higher Proficiency Level will not preclude an Employee from operating equipment associated with a lower Proficiency Level, nor shall an Employee's Proficiency Level prevent temporary assignments to equipment associated with a higher Proficiency Level.
- f) An Employee will be paid based on their achieved Proficiency Level, and not the associated Level of the equipment they are operating.
- g) An Employee wanting to advance to the next Proficiency Level must express such interest in writing to the Employer, at which time a Proficiency Assessment against the Gatepost Requirements for the Employee's current Proficiency Level will be completed. An Employee may request a Proficiency Assessment only once every thirty (30) calendar days. A Proficiency Assessment will be conducted within fourteen (14) calendar days of the request.
- h) Each Employee must spend a minimum number of months worked at each Proficiency Level before challenging a Proficiency Assessment. The minimum number of months for each Employee Category and Proficiency Level are set forth in the following table:

LETTER OF UNDERSTANDING # 2 (Continued)

Proficiency Level		Months
Manufacturing	Distribution	
PW1	DW1	N/A
PW1(T)	DW1(T)	12
PW2	DW2	3
PW2(T)	DW2(T)	3
PW3	DW3	3
PW(P)	DW(P)	3
-	Picker	N/A

- i) Proficiency Assessments shall be evaluated jointly by a Team Leader and the Employer.
- j) The result of a Proficiency Assessment cannot be Grieved under Article 11 or any other Article in the Collective Agreement.
- k) An Employee must complete each Proficiency Level in consecutive order and cannot skip a Proficiency Level.
- l) When an Employee successfully passes the Gatepost Requirement for their current Proficiency Level, they shall advance into the next Proficiency Level and their hourly wage rate will be adjusted accordingly, effective the next business day.
- m) Certification training for equipment requiring certificates for operation will be offered to Employees, and/or renewed, on an as-needed basis.
- n) Only an Employee who has successfully passed into the PW1 or DW1 Proficiency Level is eligible to apply for a Team Leader position within the Employee's Employee Category should it become available. An Employee who has successfully passed into the PW2 or DW2 Proficiency Level is eligible for an assignment as Acting Team Leader within the Employee's Employee Category should it become available.

For Employees hired prior to the Date of Ratification:

- a) Subsequent to the Date of Ratification the Employer will assign each Employee a Proficiency Level based on each Employee's proficiency in their Assigned Primary Department.
- b) The Employer will communicate the assigned Proficiency Level to each Employee no later than four (4) weeks following the Date of Ratification. Any Employee wishing to challenge their assigned Proficiency Level must do so within thirty (30) calendar days of said communication and shall be in accordance with clause (g) and (h) in the above.

LETTER OF UNDERSTANDING # 2 (Continued)

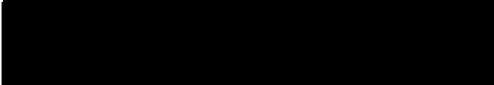
For all Employees the following definitions will apply:

- a) Team Leader ("TL"): While working collaboratively with supervisors and managers, the Team Leader is accountable for overseeing all aspects of their assigned department(s) and/or shift – inclusive of relevant documentation. Responsibilities include the quality, organization and planning of work, effective and efficient resource allocation, employee safety, communication, and maintaining good housekeeping of the area of responsibility. This is a working position – Team Leaders are expected to perform the regular duties of their assigned department(s) and/or shift. Team Leaders will participate in managing employee performance, but will not participate in the administration of discipline. A Team Leader will earn the Team Leader rate provided they are performing the role on an ongoing basis.
- b) Acting Team Leader ("ATL"): accountabilities are the same as the Team Leader, but assigned on a temporary basis by the Employer when required. The Acting Team Leader wage premium will be applied to hours worked as an Acting Team Leader.
- c) Production Worker ("PW"): Employees working in the Manufacturing Employee Category involved in the production and handling of finished goods, raw materials, and other supporting activities – inclusive of machine / tooling set-ups as required, and general housekeeping. Select assignments may require certification on relevant equipment.
- d) Maintenance – Trades Qualification ("MTQ"): Employees working in the Machine Shop Employee Category who possess a Trades Qualification in a recognized trade relevant to the work performed by the Machine Shop. MTQ employees perform a wide range of facility and equipment maintenance, inclusive of installations, commissions, and ongoing machine / tooling set-ups. MTQ positions may be filled with Apprentices per the provisions outlined in Article 31.
- e) Maintenance ("M"): Employees working in the Machine Shop Employee Category who do not possess a Trades Qualification in a recognized trade relevant to the work performed by the Machine Shop. Maintenance employees perform a wide range of facility and equipment maintenance, inclusive of installations, commissions, and ongoing tooling set-ups.
- f) Distribution Worker ("DW"): Employees working in the Distribution Employee Category performing a wide range of duties relating to warehouse operations, inclusive of shipping, receiving, and the completion of all relevant documentation. Distribution Workers require certification to operate forklifts.
- g) Distribution Worker – Picker ("DW Picker"): working in the Distribution Employee Category perform the same general duties as Distribution Workers – but are limited to low elevation work conducted with warehouse ladders and pallet jacks. Employees hired into DW Picker Job Classifications are excluded from Proficiency Level advancement.


SIGNED THIS 12 DAY OF AUGUST, 2020

ON BEHALF OF THE EMPLOYER:
ECCO Heating Products Limited

ON BEHALF OF THE UNION:
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