

# **COLLECTIVE AGREEMENT**

**Between**

**GEA REFRIGERATION CANADA INC.  
(the "Company")**

**and**



**(the "Union")**

**March 1, 2017 to March 31, 2020**

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## ARTICLE 1 - GENERAL

### **1.01 Purpose**

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment including employee promotions, transfer, layoff, and recall for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Company, the Union and the employees, to the mutual benefit of the Parties to this Agreement.
- (b) Further, the purpose of this Agreement is to facilitate the peaceful adjustment of all disputes and grievances through the use of the grievance and arbitration procedures contained herein, and to provide for the most efficient and effective operations of the Company's business and to ensure the Company's continued viability and to enhance the living standards of the employees.
- (c) And further to mutually recognize the respective rights, responsibilities and functions of the parties to this Agreement.

### **1.02 Performance of Bargaining Unit Work**

Persons whose regular jobs are not included in a classification within this Collective Agreement shall not perform work covered by this Collective Agreement other than:

- (a) For the purpose of orientation, process training and process familiarization for a period of up to six (6) months. This person will be in addition to regularly scheduled employees;
- (b) In emergency situations; an emergency will be defined beyond the control of the Company, e.g. flood, fire, loss of power;
- (c) Incidental assistance with shipping, receiving and related warehousing activities as per current practice;
- (d) When reasonable attempts have been made by the Company to have bargaining unit work performed by bargaining unit employees including the offer of overtime, provided employees who have the necessary skills and abilities are not on layoff;

The performance of such work will not directly result in the displacement or layoff of a bargaining unit employee.

### **1.03 Contracting Out**

- (a) The Company will be entitled to continue its existing contracting out practices. Further contracting out may be undertaken to moderate production loads when production requirements exceed capacity and/or capability. The Union shall be advised as soon as possible of any work to be contracted out.
- (b) The Company agrees that where it is cost effective and where the work can be completed in the necessary time frame that such work will be performed by bargaining unit employees.

- (c) In situations when contracting out is related to strategic initiatives regarding manufacturing, the Company will provide the Union with as much notice in writing as is reasonably possible of such plans. The parties shall meet to explore alternatives to contracting out including minimizing any possible layoffs. **The Company will give due consideration to the Union's comments on the Company's plan to contract out and review in good faith such comments or alternatives put forth by the Union.**
- (d) **Where the Union contends that the Company has contracted out work contrary to the provisions of this Article, the Union may use the grievance procedure under the Collective Agreement.**

**1.04 Change of Legislation**

- (a) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Company and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by advertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

**1.05 No Other Agreement with Employees**

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this agreement.

**1.06 Successorship**

The Company acknowledges that the Union has the right to apply to the Labour Relations Board for a declaration under Section 35 of the Labour Relations Code which provides: If a business or part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by this collective agreement. In the event that the Company relocates the business to anywhere else in British Columbia the Company agrees to provide the Union with as much notice as possible.

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01 Company Recognition**

The Union acknowledges that the management of the operations is vested exclusively in the Company, unless otherwise provided by this Collective Agreement. The Company reserves all rights not specifically restricted by the provisions of this Collective Agreement, including the right to:

- (a) maintain order and efficiency;

- (b) make or alter rules and regulations and policies to be observed by employees, which are not in conflict with any provision of this Collective Agreement. The Company agrees to provide the Union with a copy of any such rules and regulations and policies prior to their implementation;
- (c) The Union further recognizes the right of the Company to operate and manage its business in all respects, including directing the working force, creating new classifications or work units, determining the number of employees, if any, needed from time to time in any work units or classifications, and determining whether or not a position will be continued or declared redundant consistent with the provisions of this Agreement;
- (d) discipline, suspend, or discharge for just and reasonable cause.

### **ARTICLE 3 - RECOGNITION OF THE UNION**

#### **3.01 Bargaining Unit Description**

This Agreement covers the employees of the Company at 150-255 1, Viking Way, Richmond, British Columbia, except office, sales employees, engineers and designers, managers and outside installation employees and those excluded by the Labour Relations Code.

#### **3.02 Union Recognition**

The Company recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined in Article 3.01.

#### **3.03 Union Dues**

##### **(a) Union Dues - Deduction**

The Company agrees to deduct monthly from the earnings of each employee, Union Dues and Initiation Fees from time to time fixed by the Union. In addition, assessments levied in accordance with the Constitution and by-laws of the Union will be deducted from the employees upon proper written notification from the Local Executive of the Union.

##### **(b) Reporting of Dues Deducted**

The Company agrees to show on each employee's annual T4 slip the amount of Union dues deducted.

#### **3.04 Union Dues - Remitting**

The total amount so deducted shall be remitted with the mutually agreed upon itemized statement to the Secretary Treasurer of the Local Union within ten (10) days following the month for which the Union dues were deducted.



### **3.05 Union Membership**

All new bargaining unit employees hired after ratification of this Agreement shall become members of the Union upon completion of their first (1<sup>st</sup>) day of employment.

### **3.06 Union Access to the Unit**

An authorized representative of the Union shall be permitted to enter the unit at any reasonable time in the interest of the employees covered by this Agreement, provided that the Manager on duty is first contacted, the basis of the visit is discussed and that there will be no disruption of employees' duties. The representative shall adhere to all Company safety and security policies while on Company property.

### **3.07 Union Notice Boards**

The Company agrees to provide the Union with a cork Notice Board in the lunch room and at the time clock upon which the Union President or a delegate may post bulletins pertaining to Union business, election of officers, social and recreational events.

### **3.08 Shop Steward Recognition**

The Company agrees to recognize up to four (4) Shop Stewards as designated by the Union, one of which will be recognized as the Chairperson (Chief Shop Steward).

### **3.09 New Employees Orientation**

Each newly hired employee will be introduced to the Chief Shop Steward at the first opportunity when doing so will not cause an undue interruption with the performance of the Steward's job duties. In any event, such introduction will take place within one (1) week of the date of hiring. The Company will provide the employee with a copy of the Collective Agreement and benefit booklet. The Chief Shop Steward will be allowed up to fifteen (15) minutes at a time approved by the Company, without loss of pay, to familiarize the new employee(s) with the terms and conditions of employment.

### **3.10 Notification to the Union on Certain Changes**

The Company agrees to notify the Chief Shop Steward and the local Union Representative, as soon as reasonably possible, of the laying off, transferring, promoting or demoting of any employee. The purpose of this notification is for communication only and the failure to so will not void the Company's actions.

### **3.11 Update on Employee Addresses**

The Company agrees to provide the Unifor Local Office, on ~~a semi-~~ **an annual basis**, with the names and addresses and telephone numbers of all the employees in the bargaining unit. These shall be mailed or faxed to the Unifor Local Office in New Westminster.

**The Company further agrees to update the local Union office on all changes in employment status and employee address changes.**

### **3.12 Collective Bargaining**

The Company will ensure that two (2) employee representatives are paid at their normal rate of pay up to eight (8) hours a day for attending in direct collective bargaining with the Company.

### **3.13 Union Management Meetings**

Employees will be paid at their normal rate of pay including benefits, for attending Union management meetings and grievance meetings. In instances where an employee is suspended for just cause, the employee will not be paid to attend disciplinary or investigatory meetings.

## **ARTICLE 4 - COMMUNICATION COMMITTEE**

### **4.01 Communication Committee Meeting**

- (a) The purpose of the Communication Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- (b) The Parties to this Agreement realize that in part that the success of the operation depends on open, honest and frank discussions from time to time on matters that may or may not be directly related to grievance-arbitration provision of this Agreement.
- (c) Accordingly, the Parties agree to meet quarterly through the life of this Agreement or more or less often (mutually agreed to) to discuss issues such as the organization of work, training, productivity and promotion of the enterprise. The **Director of Human Resources or their designate, Director of Manufacturing or their designate, National Representative, Local Union Representative, Chief Steward plus Shop Stewards** from different departments within the operation shall attend these meetings during normal business hours without loss of pay. Minutes shall be kept and a copy shall be provided to the Unifor Local Office in New Westminster. A general update of the minutes of the meeting will be posted by the Company.

## **ARTICLE 5 - PROBATIONARY EMPLOYEES**

### **5.01 Hiring of Probationary Employees**

The Company has the right to hire new employees as needed and to determine their job classification. New employees will be hired on a **ninety (90) working days or four (4) calendar months (whichever occurs first) probationary period. Vacation and other leaves stipulated in this Collective agreement will not be considered for the purpose of probation period completion.** The Company will notify the Union of the name, address, telephone number and classification of any new employee at the time the employee commences employment. The probationary period will be used for the Company to determine suitability for the position. The probationary period may only be extended by thirty (30) **working** days with notification to the affected employee and Union. Upon successful completion, seniority shall be back dated to

date of hire. Probationary employees are covered by the provisions of the Collective Agreement unless specifically excluded.

#### **5.02 Students and Seasonal Workers**

The Company has the right to hire students or seasonal workers to deal with temporary increases in workload. Students and seasonal workers will not accrue any seniority and/or be entitled to any benefits under this Collective Agreement.

The Company shall pay the Union dues as outlined in Article 3 for all student or seasonal workers.

### **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

#### **6.01 Work Schedule**

The Company will determine the hours of work, shift schedules and the complement of qualified employees from each job classification within each department required for the Regular Work Week and the Compressed Work Week, as defined below. Employees will generally work shift schedules of five (5) shifts of eight (8) hours or four (4) shifts of ten (10) hours with days off to be consecutive whenever possible. Employees shall be scheduled by **Company** seniority within their classifications, within their departments. Shift selection for day, afternoon or night shift or the first or second Compressed Work Week or the afternoon shift of the Compressed Work Week shall take place by **Company** seniority within the classification within the department provided the employee possesses the necessary skills, ability and experience to perform the work. Shift selection will remain within the assigned type of work week, i.e., Regular or Compressed. Shift selection shall only take place **once** per year, commencing within thirty (30) days of ratification and every **twelve (12)** months thereafter. Shift changeover will occur on the Sunday.

#### **6.02 Shift Times**

If the start and end time of shifts for employees have to vary to accommodate business and customer demands, the Company will give the Union and the employees as much notice as is practical, in any event no less than **twenty one (21)** days' notice.

#### **6.03 Regular Work Week**

The standard work week ("Regular Work Week"), [subject to Article 6.02], shall consist of five (5) day shifts of eight (8) consecutive hours starting at 8:00 a.m. to 4:30 p.m. Afternoon shift - If a second shift is employed, the hours of work shall be eight (8) hours between the hours of 4:30 p.m. and 1:00 a.m.

Night shift - If a third shift is employed, the hours of work shall be eight (8) hours of work between 12:30 a.m. and 8:30 a.m. with a paid half hour meal break at mid shift.

#### **6.04 Compressed Work Week**

Subject to Article 6.02, the alternate shift schedule ("Compressed Work Week"), shall consist of two (2), four (4) day shifts of ten (10) consecutive hours starting at 8:00 a.m. to 6:00 p.m. The

first Compressed Work Week will run Sunday to Wednesday. The second Compressed Work week will run Wednesday to Saturday, with both having a paid half hour meal break at mid shift.

**6.05 Afternoon Compressed Work Week**

If an Afternoon Compressed Work Week shift is employed, the hours of work shall be ten (10) hours between the hours of 6:00 p.m. and 4:00 a.m. with a paid half hour meal break at mid shift.

**6.06 Shift Changes**

Shift change - The Company will give the employee forty-eight (48) hours notice prior to changing of shifts. The Company agrees there will be a minimum of twelve (12) hours between end time and start time of a shift. Shift change shall only be implemented due to unforeseen circumstances.

**6.07 Start and End of Shift**

The employees will be required to be ready for work at the start of shift but at the end of shift will be allowed sufficient time during working hours to clean their work area and enter job data and wash up as required.

**6.08 Overtime Distribution**

Some job classifications and workload will require employees to work overtime hours/days. Employees will be expected to work overtime and overtime shall be offered on an equitable basis within each job classification within each department assuming the employee has the necessary skills and ability for the overtime work.

**The Company will provide a copy of overtime distribution to the Shop Stewards and the Local Union Representative once a year on February 1st to be discussed at the Communication Committee Meeting if necessary.**

The Union agrees that when overtime is required it will encourage employees to work such overtime.

In an effort to equalize overtime opportunities the Company will, on a weekly basis, but no later than **end of working day on Monday**, provide the Chief Shop Steward or designate with a copy of the **current** weeks scheduled or projected overtime.

**6.09 No Guarantee of Hours of Work**

Nothing in this Collective Agreement constitutes a guarantee of hours of work for any employee.

**6.10 Overtime Pay**

- (a) Employees will be paid overtime rates of one and one half times (1.5x) his or her regular rate for the hours worked over eight (8) in a day, and for hours worked over forty (40) in one (1) week. Employees will be paid overtime rates of double time (2x) his or her regular rate for the hours worked in excess of twelve (12) hours in any day.

Employees on the Compressed Work Week shift will be paid overtime for the hours worked in excess of ten(10) hours at a rate of double time (2x) his or her regular rate.

(b) Specifically, overtime pay will be with respect to any hours worked in excess of forty (40) hours per seven (7) days worked, Sunday to Saturday.

(c) **Saturday or Sunday Work**

Employees will be paid overtime rates of one and one half times (1.5x) his or her regular rate for all hours worked on a Saturday. Employees will be paid overtime rates of double time (2x) his or her regular rate for all hours worked on a Sunday, providing that they work the days before and after the seventh (7<sup>th</sup>) day.

**6.11 Unpaid Lunch Break**

There will be an unpaid lunch period of one half (1/2) hour at mid shift for all employees working five (5) or more hours on any day, unless otherwise provided.

**6.12 Rest Periods**

The Company agrees to grant all employees covered by this Agreement to two (2) fifteen (15) minute paid rest periods each shift. The timing of the rest periods will not change except by mutual agreement. Employees required to work two (2) hours or more of overtime in **continuation of their regular shift** will be entitled, **prior to the commencement of the overtime hours**, to a fifteen (15) minute paid rest. **Employees required to work four (4) hours or more of overtime will be entitled to an additional fifteen (15) minute paid rest period.**

**6.13 Four Hours Minimum**

An employee who reports for work as scheduled in the usual manner who is prevented from working his/her full scheduled shift due to a cause not within his/her control, will be entitled to four (4) hours pay at his/her regular rate whether or not the employee starts work.

**6.14 No Personal Usage of Vehicle Required**

The Company agrees that no employee covered by this Agreement shall be required to use their vehicle for Company business.

**ARTICLE 7 - SENIORITY, LAYOFFS AND PROMOTIONS**

**7.01 Seniority Defined**

Seniority will be defined as follows:

“Company Seniority” shall be defined as a continuous length of service in the bargaining unit. Upon completion of the probationary period, seniority will be back dated to the date of hire.

## 7.02 Temporary Assignments

The Company reserves the right to temporarily assign an employee to another department according to production requirements. The intent of this provision is not to avoid the recall of laid off employees and will not exceed a total of thirty (30) days in duration, unless mutually agreed upon by both the Company and the Union.

Employees will be selected for temporary assignments from the department and job classification that has excess capacity and will be selected from that department and that classification based on Company seniority. The senior employee has the option to accept the assignment; the junior employee must accept the assignment, **in which case the assignment will not be longer than ninety (90) days.**

Assignments will be made with due consideration to immediate knowledge, skills and ability and the availability of the remaining employees to perform the available work.

Rate of pay shall be determined as per 8.03. In addition, if the assignment is in a lower classification and rate of pay, they shall maintain their current wage rate for the duration of the temporary assignment.

## 7.03 Job Posting Requirement

The Company will post for a minimum of five (5) workdays, all vacant positions in the bargaining unit. The Company agrees to provide the Chief Shop Steward and the Local Union Representative a copy of all postings. Postings will indicate the classification, the department, the shift, the tasks and the duties involved. If no internal candidates are identified who have the required knowledge, skills and ability to perform the duties and responsibilities of the position then the Company will post the position externally. **For the labourer position only, the Company will be able to concurrently post the position internally and externally.**

## 7.04 Job Posting Times

The Company is not obliged to post a job vacancy where the vacancy is expected to last ninety (90) or fewer calendar days. Where a vacancy is expected to last more than ninety (90) calendar days, the vacancy shall be posted as per 7.03.

## 7.05 Job Posting Filling

Positions shall be filled giving consideration to knowledge, skills and ability to perform the duties and responsibilities of the position. Where two (2) or more employees are relatively equal, Company Seniority will be the governing factor.

- (i) **The Company will post on the Bulletin Board the employee who successfully bid the position with a copy to the Chief Shop Steward.**

## 7.06 Seniority List

The Company will maintain a seniority list for the Company, that will be updated **bi-annually**. The seniority list will indicate the seniority of each employee. A copy of the seniority list will be

posted and forwarded to the Unifor Local Office and unless an employee objects to his or her seniority date within thirty (30) days of the posting it will be deemed to be correct.

The Chief Shop Steward and the Local Union Representative will be provided a contact list of all employees on a quarterly basis that lists names, addresses and phone numbers.

#### **7.07 Loss of Seniority**

Seniority rights and the employment of an employee will cease for an employee who:

- (a) voluntarily terminates his/her employment;
- (b) is discharged and not reinstated through the grievance procedure;
- (c) is on a continuous layoff for:
  - (i) Nine (9) months for employees with **less than three (3)** years of service;
  - (ii) Fourteen (14) months for employees with more than **three (3)** years of service;
- (d) fails to return at the end of an authorized leave of absence, unless prior arrangements acceptable to both employee and Company have been made for an extension of such leave;
- (e) fails to return to work within five (5) working days after being recalled from a lay-off;
- (f) is absent without leave for three (3) consecutive working days **without informing the Human Resources Department or if unreachable, their supervisor;**
- (g) is outside the bargaining unit for more than four (4) months, unless mutually agreed but in any case not more than six (6) months.

#### **7.08 Bumping after Layoff**

**The initial layoff of employees will be in the Labour Classification and/or the Machine Operators based on Company seniority. The Machine Operator may then elect to bump the junior employee in the Labour Classification.**

**The layoff of employees, other than in the Machine Operator or Labour classification, will be in reverse order of Company seniority within the department. A laid off employee may elect to bump a junior employee in the following order: in their own classification; into a different position in another department including the Machine Operator/Labour classifications. In all cases, bumping rights are subject to the employee having the knowledge, skills and ability to perform the duties and responsibilities of the position. A period of familiarization of up to five (5) days will be provided for the employee to demonstrate the knowledge, skills and ability to perform the duties of the position.**

The employee will receive the rate of pay of the classification into which they have exercised their bumping rights.

#### **7.09 Recall**

Employees will be recalled in order of **Company** seniority, provided that they have the immediate knowledge, skills and ability to perform the available work.

The Company will contact the employee by telephone and give to the employee a verbal Notice of Recall. If the Company attempts but does not contact the employee by telephone, then the Company will deliver a written Notice of Recall by registered mail to the employee at the employee's last known address. If the employee does not return to work within five (5) working days from date of the verbal Notice of Recall (if the employee is contacted) or delivery of the Notice of Recall, then he or she will be deemed to have abandoned his or her employment. The delivery of the verbal notice shall be given in the presence of the Chief Shop Steward. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number. A copy of the recall notice will be given to the Chief Shop Steward and the Local Union Representative.

#### **7.10 Hiring of New Employees**

New employees will not be hired in a classification within a department while an employee in the same classification and department is on layoff. New employees will not be hired in the Machine Operator and Labour Classifications while an employee in the same classification is on layoff.

#### **7.11 Severance Pay after Layoff**

An employee on layoff shall be paid out as per the formula established by the B.C. Employment Standards Act upon forfeiting of seniority rights or loss of seniority rights pursuant to Article 7.07.

#### **7.12 Notice or Pay In Lieu of Notice of Layoff**

The Company shall provide a minimum of two (2) week's notice of layoff or pay in lieu. In addition, an employee on layoff who chooses to forfeit seniority rights or loses seniority rights pursuant to Article 7.07 shall be paid out as per the formula established by the B.C. Employment Standards Act.

#### **7.13 Group Termination**

In the event of a plant closure the Company agrees to comply with the Group termination provisions of the B.C. Employment Standards Act.

### **ARTICLE 8 - WAGES**

#### **8.01 Wage Schedule**

- (a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is set out as Appendix "A" of this Collective Agreement.



- (b) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications and therefore no employee, except for those employees “red circled” by the agreement of the Parties, may perform work, within the classifications, for a rate other than the rate set forth in this Agreement.

#### **8.02 New or Change Job Classification**

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Arbitration procedures of this Agreement.

#### **8.03 Work in Higher Classifications**

Any employee performing work classified at a higher rate of pay shall receive such higher rate for that shift provided the employee works **two (2)** or more consecutive hours in the higher classification during that shift.

#### **8.04 Pay Days**

Wages shall be paid every second Thursday on Company time, with a maximum of five (5) working days’ pay held back. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period. Employees will receive their pay by Electronic Transfer.

### **ARTICLE 9 - VACATION**

#### **9.01 Vacation Scheduling**

The Company will provide a Vacation Planner by **October** 1st of each year to be completed by employees by **November** 1st. Vacations will be scheduled on a seniority basis by classification within the department subject to operational demands. Employees who do not apply for vacation within the above time frame will be granted vacation on a first come, first served basis. When the Vacation Plan is completed, the Chief Shop Steward will be given a copy which will be kept current by the HR Administrator or other designate.

The Company will post the vacation schedule and confirm each employee’s vacation allotment by **November** 15th.

**Subject to operational demands, the Company reserves the right to require employees to take annual vacation, which will be offered based on Company seniority within the department. Senior employees may accept the offered vacation however; junior employees must take any offered annual vacation.**

## **9.02 Scheduling Change**

An employee may request a change to his/her vacation schedule which will be agreed to by mutual consent. The Company may request a voluntary change in an employee's vacation schedule based on operational requirements. The Company reserves the right to impose such changes if necessary, but will make every effort to first exhaust all other alternatives, including a consideration of the financial impact to an employee of any such change.

## **9.03 Vacation Entitlement**

Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

- (i) After 1 year service - 2 weeks vacation, with vacation pay at 4% of their prior years' earnings;
- (ii) After 5 years service - 3 weeks vacation, with vacation pay at 6% of their prior year's earnings;
- (iii) After 10 years service - 4 weeks vacation, with vacation pay at 8% of their prior year's earnings;
- (iv) After 15 years service - 5 weeks vacation, with vacation pay at 10% of their prior year's earnings;
- (v) After 20 years service - 6 weeks vacation, with vacation pay at 12% of their prior year's earnings.

## **9.04 Vacation Pay**

An employee may request a payout of their vacation pay for their vacation by providing three (3) weeks advance notice in writing to the HR Administrator or other designate. Any accrued balance will be paid out at the end of the calendar year.

## **9.05 Vacation Increments**

Vacation should be taken in weekly increments, however, provided an employee obtains prior approval from the proper officer of the Company, said employee may use up to five days annual vacation allotment to cover unavoidable absences on a daily basis.

In no case may vacations be taken in increments of less than one (1) day.

## **9.06 Statutory Holiday During Vacation**

In the event of a statutory holiday falling during the employee's annual vacation, the employee will be entitled to be off, with pay, the day he would normally have returned to work.

## **9.07 Recalled To Work While On Vacation**

In the event that an employee is requested to return to work while on vacation, the pay rate for the employee will be one and one half times (1½ x) their regular rate **and the employee will be**

granted the rescheduling of their vacation at a time that is mutually agreeable, with the pay to which they are entitled.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

### **10.01 Statutory Holiday**

The Company agrees to observe and pay employees at the employee's hourly rate per day for the following eleven deemed Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

And all other Holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

### **10.02 Entitlement**

Article 10.01 applies to employees who have worked fifteen (15) out of the thirty (30) calendar days preceding the holiday and who have worked their last regularly scheduled work day immediately preceding and the first regularly scheduled work day immediately following the holiday, unless on an approved leave of absence.

### **10.03 Non-Working Day**

**In the event a statutory holiday should fall on a Saturday, the statutory holiday shall be observed on the work day preceding the statutory holiday. In the event a statutory holiday should fall on a Sunday, the statutory holiday shall be observed on the work day following the statutory holiday.**

**For the compressed week schedule, in the event a statutory holiday falls on a non-working day the work day preceding or following the statutory holiday, whichever applies, shall be observed as the holiday.**

### **10.04 No Double Payment on WCB**

Employees who are paid for a holiday through WCB payments will not be entitled to Statutory Holiday pay from the Company.

### **10.05 Next Scheduled Work Day Observed**

If one of the above listed holidays falls on the employee's regular scheduled day off, the following regularly scheduled work day will be observed as a statutory holiday.

#### **10.06 Laid Off Employee**

An employee laid off for more than thirty (30) calendar days will not be entitled to the deemed Statutory holidays.

#### **10.07 Statutory Holiday Pay**

In the event an employee must work during a deemed Statutory Holiday, the employee will be paid 2 times the employee's regular wage and a regular day's pay.

#### **10.08 Pay for Non-Entitled Employees Who Work**

Employees who do not qualify for Statutory holiday pay as per article 10.02, but who work on a Statutory holiday shall be paid one and one half (1½) times his or her base rate for all hours worked up to twelve (12) hours and two (2) times his or her base rate for hours worked in excess of twelve (12) hours in a day.

### **ARTICLE 11 - BENEFITS**

#### **11.01 Payment of Premiums**

Effective on the ratification, unless otherwise provided, the Company shall pay 100% of the premium costs of the following benefits:

- (a) British Columbia Medical Services Plan (the Company will pay 100%);
- (b) Standard Extended Health Care (80% reimbursement);
- (c) Dental Care Plan (Plan A - 90%, Plan B - 50%, Plan C - 50%);
- (d) Group Life (1 x base salary to maximum of \$250,000) and Accidental Death and Dismemberment Insurance;
- (e) Long Term Disability;
- (f) Weekly Indemnity Plan (0/0/7).
- (g) The Company's only obligation under the Collective Agreement is for the payment of premiums to purchase insurance. Employees will be entitled to such benefit coverage **after three (3) months**. The Company may change insurance carriers at any time provided the union is notified and the benefits levels are not adversely effected.

#### **11.02 Benefits during Layoff**

- (a) When an employee is off work due to layoff, benefits shall continue for four (4) months from the date of layoff.
- (b) **Notwithstanding the above stipulation and with the exception of stipulation 11.03, the employee is not eligible to Short and Long Term Disability coverages during a lay-off period as per the plan definitions.**

### **11.03 Benefits during WCB or LTD**

When an employee is off work on an accepted WCB or disability claim, benefits shall continue for the duration of the accepted leave.

### **11.04 Paid Sick Days**

- (a) All employees will be entitled to one (1) paid sick day per year effective in the second year of the Collective Agreement;
- (b) All employees with more than ten (10) years of service will be entitled to an additional paid sick day per year effective in the third year of the Collective Agreement.
- (c) Sick days must be used in the year they are granted and cannot be carried forward.

## **ARTICLE 12 - PENSION**

### **12.01 Pension Plan**

The Company shall provide a Defined Contribution Pension Plan with three percent (3%) base rate for each employee with a matching three percent (3%) of base rate for each employee.

## **ARTICLE 13 - PERSONAL AND STATUTORY LEAVES**

### **13.01 Leaves of Absence**

Unless otherwise provided, the Company will grant unpaid Statutory Leaves of Absence to employees as required by the B.C. Employment Standards Act, ("the Act"), as amended from time to time. Statutory Leaves include:

- Family Responsibility Leave (up to five (5) unpaid days) Compassionate Care Leave (up to eight (8) weeks unpaid) Bereavement Leave (see 13.03)
- Jury Duty Leave (see 13.04)
- Pregnancy and Parental Leave (up to fifty two (52) weeks combined unpaid)
- Employees must comply with the statutory requirements set out in the Act for such leaves.

### **13.02 Definition of Immediate Family (Amend to code)**

"Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, grandparents, grandchildren, step-parents and step-children and same sex partners and their children as long as they live with the employee as a member of the employee's family.

### **13.03 Bereavement Leave**

- a) When an employee's spouse, same sex partners and their children, son, daughter, Father or Mother dies the employee shall be granted five (5) days paid Bereavement Leave, provided the employee is actively at work (including vacation).
  
- (b) When an employee's **siblings**, legal guardian, father-in-law, mother-in-law, grandparents, grandchildren, step-parents or step-children dies the employee shall be granted three (3) days paid Bereavement Leave, provided the employee is actively at work (including vacation).

### **13.04 Jury Duty**

Employees who have completed their probationary period, who are summonsed for jury selection or jury duty shall be paid the difference between their regular base pay and the pay received from any other source, for each working day lost. The employees must show satisfactory proof of receiving the summons and must provide the Company with a statement of the pay received when claiming the pay difference.

### **13.05 Unpaid Leave**

The Company may grant unpaid Personal Leaves based on consideration of operational requirements, but not for the purpose of performing alternate employment. Consideration will be given for short leaves requested for the purpose of participating in union training and other union business.

### **13.06 Notice of Leave**

Employees must request any leave in writing as far in advance as possible by completing the Company's leave request form. During an employee's extended medical leave the employee must keep in touch with the Human Resources **Department**. For any leave the employee must give prompt notice if there is any change in the employee's return date.

### **13.07 Benefits during Leave**

If an employee is enrolled in the Company health plan, the Company will maintain benefit premiums during an approved leave of absence of thirty (30) days or less or for any Jury Duty or Compassionate Care Leave subject to the employee being required to pay for their portion of the premium upon their return to work. For approved personal leave of absence of more than thirty (30) days the employee will be required to make advance payments or arrangements for the full premiums with the Company to continue benefit coverage. Failure to do so may result in the cancellation of benefits during the leave of absence. For Pregnancy and Parental leave, the Company will maintain benefit coverage subject to the employee being required to make advance payments or arrangements for their portion of the premiums.

## **ARTICLE 14 - OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT**

### **14.01 Safety, Health and Environment Responsibility**

- (a) It is the responsibility of the Company to make adequate provision for the health, safety and environment of employees during the hours of their employment and to provide proper training and education on safe work practices and operation of equipment. Employees also have responsibilities to protect their health, safety and environment and shall adhere to and uphold the established safety and environmental regulations and, to immediately report unsafe or environmentally harmful conditions, equipment, or practices to the Manager, who shall arrange to correct the problem as soon as possible. The Company and its employees shall comply with the Workers' Compensation Act and its Regulations, the Workplace Act, the Occupational Environment Regulations and applicable environmental statutes and regulations.
- (b) The Union and the Employer agree that employees have responsibilities for their safety and health and agree to cooperate fully with the Company on all matters of health and safety, environment and housekeeping. In order to maintain a cooperative interest in safety, employees will inform management as soon as practical of all injuries resulting from accidents occurred in the workplace and where necessary and where the Company has not dealt with the issue, to notify the appropriate authorities if there is a release of hazardous substances to the air, earth or water systems

### **14.02 Health, Safety And Environment Committee**

- (a) The Joint Health, Safety and Environment Committee will be formed and operate in accordance with the Workers' Compensation Act and Regulations. The Union representation shall not be less than two (2) members chosen by the Union. One (1) Co-Chair of the Committee shall be a Union representative.
- (b) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health, Safety and Environmental program, and shall promote compliance with applicable government regulations. Minutes of such meetings, signed by the two Co-Chairs, shall be posted on the bulletin board, given to Committee members and forwarded to the Unifor Local Office.
- (c) With the consent of the Company, Union staff or Union health and safety advisors may be permitted to attend Committee meetings on the request of any member of the Committee (where they shall have voice but no vote).
- (d) Every injury or near miss which involved or would have involved the worker going to a doctor or hospital must be investigated. A Union committee member and an Employer committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.
- (e) The Company shall provide the Committee with the material safety data sheets of all new substances and processes introduced in the plant.
- (f) The Company agrees to provide training to all members of the Joint Health Safety & Environment Committee.

#### **14.03 Injured Worker Provisions**

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such employee shall be provided with transportation to his/her doctor's or hospital and to his/her home.

#### **14.04 First Aid Attendants**

- (a) The Company shall determine the number of First Aid attendants required in each level in accordance with the Occupational Health and Safety regulations. The Company agrees to provide Occupational First Aid training in Level 1 and Level 2, as required, to interested employees in the bargaining unit who have been assigned by the Company to be First Aid Attendants. The Company shall pay for the fees and text books and regular wages during training for all assigned First Aid attendants in the bargaining unit.
- (b) The Company when assigning First Aid attendants from the bargaining unit will do so on the basis of seniority and plant location provided there are qualified Union employees available. Provided that there are qualified Union employees available a minimum of one member of the bargaining unit will be assigned as the Level 2 First Aid attendant. This does not extend to overtime. The premium pay shall be fifty cents (\$0.50) per hour for Level 1 and one dollar and fifty cents (\$1.50) per hour for Level 2.

#### **14.05 Refusal of Unsafe Work**

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (i) a worker member of the Joint Committee,



- (ii) a worker who is selected by a trade union representing the worker, or
- (e) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) A worker must not be subject to discriminatory action because the worker has acted in compliance with Article 14.05 or with an order made by an officer.
- (g) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Article 14.05 is resolved is deemed not to constitute discriminatory action.

#### **14.06 Safety Footwear**

Upon completion of probation, the Employer will reimburse upon proof of payment of a CSA approved footwear a boot allowance for safety boots or shoes to a maximum of **one hundred and fifty dollars (\$150.00)** per year or **two hundred and fifty (\$250.00)** every two (2) years if employees in the bargaining unit are required under the Workers' Compensation Act and Regulations to wear such footwear.

#### **14.07 Safety Glasses**

The Company shall supply Safety Glasses as required under the Workers' Compensation Act and Regulations.

#### **14.08 Ear and Respiratory Protection**

Ear and respiratory protection shall be supplied as required under the Workers' Compensation Act and Regulations.

#### **14.09 Washing Facilities**

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.

#### **14.10 Lockers**

Clothes lockers of suitable size shall be provided by the Company for protection of the employees' clothing and personal belongings.

#### **14.11 Lunch Room**

The Company agrees to provide lunch space(s) of a sufficient size to accommodate the employees.

#### **14.12 Plant Conditions and Plant Maintenance**

The Company agrees that the premises shall be heated adequately, ventilated and lighted.

#### **14.13 National Day of Mourning**

Each year on April 28th, the National Day of Mourning will be recognized with appropriate posters, etc. posted on communication boards within the Company. The Company agrees to provide a letter to each employee commemorating the National Day of Mourning at the closest pay date before April 28th.

### **ARTICLE 15 - HUMAN RIGHTS AND HARASSMENT**

#### **15.01 Discrimination Defined**

With reference to the British Columbia *Human Rights Code*, the Company and the Union agree that discrimination including harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment.

Harassment includes but is not limited to any demeaning and abusive behaviour including intimidation and bullying. Any action contravening this policy will constitute grounds for discipline up to and including discharge, depending on the severity of the incident.

#### **15.02 Filing a Complaint**

An employee subjected to discrimination including harassment may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the Human Resources Manager or his/her designate and the President of the Local Union. If necessary the Company and the Union will commence a thorough joint investigation. Both parties agree that all aspects of the investigation will be kept in strict confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

#### **15.03 Complaint with British Columbia Human Rights Tribunal**

Nothing in this Article prevents an employee from filing a complaint of discrimination including harassment on a prohibited ground with the British Columbia Human Rights Tribunal.

### **ARTICLE 16 - DISCIPLINE**

#### **16.01 Just and Reasonable Cause**

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause. A copy of all discipline will be given to the employee, Shop Steward, Chief Shop Steward and the Local Union Representative. Any delays in forwarding this information to the Local Union Representative will extend the time limits as per article 17.04, equal in duration to the delay incurred.

#### **16.02 Shop Steward Present**

When the Company disciplines an employee by verbal or written warning, suspension or discharge, a Shop Steward will be present. If more than one (1) Shop Steward is available, the employee will have a choice of which Shop Steward to use.

#### **16.03 Personnel File Access**

The Company agrees that an employee will have access to his or her personnel file (at a mutually agreeable time) and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on the file related to workplace performance or discipline. Employees will be given copies of any entries confirming a verbal warning given or copies of any written warnings.

#### **16.04 Crossing Picket Line**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line in connection with a labour dispute. Failure to cross a legal picket line shall not be considered grounds for disciplinary actions or otherwise be a violation of this Agreement.

#### **16.05 Discipline**

After eighteen (18) months of the issuing of the complaint, disciplinary action or suspension, it will be downgraded one step in the progressive discipline process up to the point that the complaint, disciplinary action or suspension recorded against an employee is no longer to be considered for future disciplinary action, provided that another complaint, disciplinary action or suspension for the same or similar offence did not occur within eighteen (18) months of the former complaint, disciplinary action or suspension. All discipline will remain on file for completeness of record keeping.

### **ARTICLE 17 - GRIEVANCE PROCEDURE**

#### **17.01 Adjustment of Grievance**

It is agreed that grievances and disputes relative to the interpretation, application, operation or alleged violation of the clauses of this Agreement which may arise during the life of this Agreement, shall be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievances at the earliest possible time. The Company's written response will be given to the Shop Steward and copied to the Local Union Representative.

#### **17.02 Right to be present**

The grievor may elect to be present at any stage of the Grievance Procedure.

#### **17.03 Right to Shop Steward**

A Shop Steward will be allowed reasonable time to attend meetings with the Company under the grievance procedure without loss of pay, after first obtaining permission from his or her supervisor. Only one Shop Steward may attend to a particular grievance at Step 1. The Shop Steward who is to attend to the grievance will identify himself or herself to the Company

representative and, once identified, the Company will deal only with that Shop Steward in respect of the grievance at Step 1.

#### **17.04 Steps on filing of Grievance**

The Company, the Union, or the employee having a grievance, dispute, or complaint will submit it within seven (7) calendar days of the event giving rise to such grievance, dispute, or complaint. The following steps will be observed:

##### **Step 1**

The employee, with the Shop Steward, will take the grievance up with his or her direct supervisor (or designated management representative). If no satisfactory settlement is reached, the grievance may, within seven (7) calendar days, be referred to the next step.

##### **Step 2**

The grieving party will submit the grievance, in writing, to the other party. Upon receipt of the written grievance, the parties will endeavour to meet, within seven (7) calendar days, to discuss the grievance.

The meeting will be between the Company's Vice President, Operations, **the Representative of Human Resources** and the Union Representative. A decision as to the grievance will be rendered in writing and delivered to the grieving party within seven (7) calendar days of the meeting.

##### **Step 3**

Failing settlement of the grievance at Step 2, the grieving party will notify the other party, in writing, within thirty (30) calendar days of the decision that it intends to submit the matter to arbitration.

#### **17.05 Step 2 Grievances**

Discharge, Union or Company grievances will be initiated at Step 2.

#### **17.06 Time Limits**

The Parties agree that the specified time limits may be extended by mutual written consent.

### **ARTICLE 18 - ARBITRATION**

#### **18.01 Single Arbitrator**

In the event a grievance is not resolved in accordance with the grievance procedure, the Company and the Union will endeavour to agree upon selection of a single arbitrator to resolve the dispute. If the Company and the Union are unable to agree upon the selection of a single

arbitrator, either party may apply to have an arbitrator appointed under the arbitration provisions of the British Columbia Labour Relations Code.

**18.02 Binding Arbitration**

After an arbitrator has been selected, the arbitrator will meet and hear the evidence of both sides. The arbitrator's decision is final and binding on all parties to this Collective Agreement.

**18.03 Role of Arbitrator**

The arbitrator will be restricted to interpreting and applying the provisions of this Collective Agreement, and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.

**18.04 Costs of Arbitrator**

The parties will bear an equal proportion of the fees and the expenses of the arbitrator.

**ARTICLE 19 - DURATION**

**19.01 Term of Collective Agreement**

This Collective Agreement will be effective on March 1, 2017 and remain in effect to and including March 31, 2020 and thereafter for year to year unless notice in writing is given, by the other party, of the desire to cancel, change or amend any other provisions contained in this Agreement, within 4 months immediately preceding the date of expiry of the Agreement.

**19.02 Terms during Negotiation**

During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until the Union commences a legal strike, or the Company commences a legal lockout, or the parties enter into a new Agreement.

**19.03 Exclusion of Section 50**

The parties specifically agree to exclude the operation of Section 50(2) and (3) of the Labour Relations Code.

**19.04 No Strikes or Lockouts**

The Union agrees that during the life of this Collective Agreement, there will be no strikes, slowdowns or stoppages of work, either complete or partial, and the Company agrees that there will be no lockouts.

## ARTICLE 20 - INTERPRETATION

**20.01** The headings in this Collective Agreement are not to be used in the interpretation of the Agreement

**20.02** There are the following Departments in place for the purpose of applying any provision of this Agreement:

- Freezer Assembly
- Panel Assembly
- **Coil (Coil assembly, welding and core will remain classifications)**
- **Sheet Metal**
- Component Sub Assembly
- Machining & Cutting
- Electrical
- Shipping/Receiving

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED ON BEHALF OF:**

**GEA REFRIGERATION CANADA INC.**

  
\_\_\_\_\_  
Enrique Rivera  
Director of Manufacturing


  
\_\_\_\_\_  
Nathalie Courchesne  
Human Resources Director

**UNIFOR AND ITS LOCAL 114**

  
\_\_\_\_\_  
Mark Misic  
Local Representative

  
\_\_\_\_\_  
Yong (Jeff) Ling  
Committeeperson

  
\_\_\_\_\_  
Zhen Wu Hu  
Committeeperson

  
\_\_\_\_\_  
Gayin Davies  
National Representative

**APPENDIX A - WAGE SCHEDULE**

Classification	March 1, 2017	April 1, 2018	April 1, 2019
Assembler Level 1	27.72\$	28.41\$	29.19\$
Assembler Level 2	25.08\$	25.71\$	26.42\$
Assembler Level 3	22.52\$	23.08\$	23.71\$
Electrical Assembler	21.47\$	22.01\$	22.62\$
Electrician (Red Seal)	32.51\$	33.32\$	34.24\$
Labourer (hired before ratification date)	19.68\$	19.88\$	20.08\$
Labourer (hired on or after ratification date)	19.00\$	19.00\$	19.00\$
Lead Hand 1	33.13\$	33.96\$	34.89\$
LeadHand2	30.54\$	31.31\$	32.17\$
LeadHand3	25.41\$	26.04\$	26.76\$
Machine Operator	21.47\$	22.01\$	22.61\$
Machinist	23.93\$	24.53\$	25.20\$
Maintenance	24.83\$	25.45\$	26.15\$
Sheet Metal Worker	23.93\$	24.53\$	25.20\$
Shipper / Receiver	21.47\$	22.01\$	22.61\$
Welder 1	27.01\$	27.69\$	28.45\$
Welder 2	25.41\$	26.04\$	26.76\$
Welder 3	22.84\$	23.41\$	24.06\$
Welder A (Red Seal)	34.08\$	34.93\$	35.89\$
Welder B	31.51\$	32.30\$	33.19\$

- There will be a shift premium of \$0.75 per hour for working the Night shift or Compressed Work Week. A shift premium of \$1.50 per hour will be paid for working the Afternoon Compressed Work Week Shift.

Per Hour Increases for all classifications and retroactivity for all hours worked including overtime to March 1, 2017.

Year one	(1) – 2.25%
Year two	(2) – 2.5%
Year three	(3) – 2.75%

**Labourer hired before September 19, 2017**  
**Labourer hired on or after September 19, 2017**

**1% each year**  
**\$19.00 per hour, no increases.**



## APPENDIX B - POSITION DESCRIPTION

### Job Description

Job Title:	<b>Lead Hand</b>
Reports To:	<b>Supervisor</b>

### Job Purpose

Lead Hand is responsible for leading their team in the execution of their tasks and responsibilities.

### Duties and Responsibilities

- Supervise, co-ordinate and schedule the activities assigned to their team.
- Establish priorities and targets to meet work schedules and co-ordinate activities with other departments.
- Assign work activities to team members and monitor performance.
- Monitor quality requirements to ensure product meets all requirements.
- Ensure all team members comply with safety requirements & housekeeping practices.
- Requisition materials and supplies.
- Co-ordinate crating and loading of equipment for shipment.
- Setup machinery and equipment.
- Take responsibility for tools assigned to team.
- Communicate any job or personnel issues to the appropriate supervisor or manager.
- Complete quality control documentation as required and follow relevant quality procedures.
- In addition to supervisory responsibilities, the lead hand will be expected to perform activities typical to their work area.

### Knowledge, Skills & Abilities

- Sound knowledge of activities being performed by the team.
- Capable of planning and sequencing activities required to complete assigned tasks.
- Able to communicate effectively with team members and other personnel.
- Sound knowledge of safe rigging and material handling practices.
- Knowledge of safe working practices and procedures.
- Capable of operating forklift and cranes.
- There are three levels for the lead hand position and the assigned level will depend on area of the shop I duties that a specific leadhand is assigned to.
- Able to communicate effectively with the team members in English, all Lead hands should have a minimum defined level of English language skills to be able to perform the requirements and responsibility of the position by passing the 'Test Of English for International Communication (TOEIC).

Approved By:	<b>P. Conradie</b>
Date Approved:	<b>Rev I</b>

## Job Description

Job Title:	Assembler - Level I
Reports To:	Lead Hand

### Job Purpose

An Assembler Level 1 is responsible for assembling freezer and freezer components. During the manufacturing process the individual will work both with pre-manufactured components, purchased items as well as raw materials. These individuals will typically work within a designated team and will report to a Lead Hand or Supervisor.

### Duties and Responsibilities

- Layout and assemble jigs and fixtures.
- Review drawings, identify materials and assemble components as directed.
- Prepare material for assembly, including cutting, marking out and preparation of raw materials.
- Take measurements to ensure that required dimensions on the manufacturing drawings are complied with.
- Tack weld & weld components using GTAW and GMAW / SMAW welding processes on stainless steel and / or aluminum.
- Install purchased components.
- Assist with preparation for shipment including rigging, bracing and loading.
- Complete quality control documentation as required and follow relevant quality procedures.
- Coordinate work with another assembler, labourer or welder.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Able to use a variety of hand tools and measuring equipment including grinders, drills, cutting and punching equipment, measuring tape and level.
- Knowledge of reading and understanding technical drawings.
- Layout materials as per technical drawings.
- Able to build jigs and use the required clamping devices to assemble components.
- Capable of operating a forklift and overhead crane.
- Knowledgeable of how to rig items.
- Knowledge of safe working practices and procedures.

Approved By:	Paul Conradie
Date Approved:	Rev 0

## Job Description

Job Title:	<b>Assembler - Level 2</b>
Reports To:	<b>Lead Hand</b>

### Job Purpose

An Assembler Level 2 is responsible for assembling freezer and freezer components. During the manufacturing process the individual will work both with pre-manufactured components, purchased items as well as raw materials. These individuals will typically work within a designated team and will report to a lead hand or an Assembler.

### Duties and Responsibilities

- Assist with assembly of jigs and fixtures.
- Review drawings, identify materials and assemble components as directed.
- Prepare material for assembly, including culling and preparation of raw materials.
- Take measurements to ensure that required dimensions on the manufacturing drawings are complied with.
- Tack weld and weld components using GTAW and GMAW / SMAW welding processes on stainless steel and / or aluminium.
- Install purchased components.
- Assist with preparation for shipment including rigging, bracing and loading.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Able to use a variety of hand tools and measuring equipment including grinders, drills, cutting and punching equipment, measuring tape and level.
- Knowledge of reading and understanding technical drawings.
- Competent in using both GTAW and GMAW welding equipment.
- Capable of operating a forklift and overhead crane.
- Knowledge of safe working practices and procedures.

Approved By:	Paul Conradie
Date Approved:	Rev 0

## Job Description

Job Title:	<b>Assembler - Level 3</b>
Reports To:	<b>Lead Hand</b>

### Job Purpose

An Assembler Level 3 is responsible for welding steel components on freezers, freezer assemblies and components. In addition, this position is required to assist with assembly activities and will report to a Lead Hand or an Assembler.

### Duties and Responsibilities

- Able to weld using GTAW and GMAW processes on stainless steel and / or aluminium.
- Setup welding equipment to suit the requirements of the task.
- Plan and sequence welding to ensure minimum distortion and warping.
- Select optimal welding processes and parameters.
- Prepare material for assembly, including cutting and preparation of raw materials.
- Clean and grind welds.
- Assist in preparation for shipment.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Able to operate variety of hand tools.
- Be able to weld in a variety of welding positions.
- Competent in using both GTAW and GMAW welding equipment.
- Knowledge of welding parameters and settings and their influence on the welding process.
- Perform basic maintenance on welding machine components.
- Capable of operating overhead crane.
- Knowledge of safe working procedures and practices.

Approved By:	Paul Conradie
Date Approved:	Rev 0

## Job Description

Job Title:	Journeyman Welder (Welder "A" & "B")
Reports To:	Lead Hand

### Job Purpose

A Journeyman Welder is responsible for welding steel components on freezers, freezer assemblies and components. Welding activities are applied to a variety of stainless steel and aluminum grades. A Journeyman welder is capable of working unsupervised in all departments using a variety of welding equipment and techniques.

### Duties and Responsibilities

- Able to weld using GTAW, GMAW, SMAW & FCAW processes.
- Setup welding equipment to suit the requirements of the task.
- Select optimal welding processes and parameters.
- Complete quality control documentation as required and follow relevant quality procedures.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Understand welding symbols.
- Be able to weld in a variety of welding positions.
- Competent in using both GTAW and GMAW welding equipment to weld stainless steel and for aluminium.
- Capable of setting up machine to suit a specific welding process.
- Knowledge of welding parameters and settings and their influence on the welding process.
- Assist in developing new welding procedures and resolving quality problems (Level "A").
- Perform maintenance; diagnosis and setup of wire feed systems, power packs, torches and cables on equipment throughout the plant.
- Successfully complete and hold welding ticket as stipulated in relevant weld procedure qualifications as well as the relevant certification of trade qualification (Welder "A" or "B" with Inter-Provincial Red Seal Endorsement).
- Understanding of relevant codes and standards (Welder "A").
- Perform NDT procedures & develop inspection procedures (Welder "A").
- Understanding of pre & post heat treatment (Welder "A").
- Develop time estimates (Welder "A").
- Plan and sequence welding to ensure minimum distortion and warping.
- Capable of welding in a 6G position.
- Knowledge of safe working procedures and practices.
- Capable of operating overhead crane.

Approved By:	Paul Conradie
Date Approved:	Rev 1

## Job Description

Job Title:	<b>Welder</b>
Reports To:	<b>Lead Hand</b>

### Job Purpose

A Welder is responsible for welding coil return bends and coil headers. Welding activities are applied to a variety of stainless steel and aluminium grades.

### Duties and Responsibilities

- Able to weld using GTAW and SMAW processes.
- Setup welding equipment to suit the requirements of the task.
- Select optimal welding processes and parameters.
- Complete quality control documentation as required and follow relevant quality procedures.
- Perform housekeeping duties and comply with housekeeping policies.
- Perform final pneumatic pressure test of coils.

The following levels will exist for this classification:

Level	Type of Weld		
	Tube to Tube	Tube to Pipe	Pipe to Pipe
1	✓	✓	✓
2	✓	✓	x
3	✓	x	x

### Knowledge, Skills & Abilities

- Basic understanding of welding symbols.
- Be able to weld in a variety of welding positions.
- Competent in using both GTAW and f or SMAW welding equipment to weld stainless steel and aluminium.
- Capable of setting up machine to suit a specific welding process.
- Perform basic maintenance on welding machine components.
- Successfully complete and hold welding ticket as stipulated in relevant weld procedure qualifications.
- Capable of welding in a 5G position.
- Knowledge of safe working procedures and practices.
- Capable of operating overhead crane.

Approved By:	Paul Conradie
Date Approved:	Rev 2

## Job Description

Job Title:	Journeyman Electrician
Reports To:	Manufacturing Manager

### Job Purpose

- Assemble, install, and wire electrical control panels.
- Install and connect electrical components, such as motors, fixtures, heaters and sensors.
- Maintain, repair, install and test electrical equipment, feeders, branch circuits, panels, junction boxes, conduits and tools.

### Duties and Responsibilities

- Assemble motor starters, contactors, VFDs, circuit breakers, PLCs, push buttons or other electrical control devices into control panels.
- Wire electrical connections for control panels.
- Install electrical components in freezers.
- Wire electrical components to junction boxes or control panel.
- Check final assembly of control equipment for adherence to quality control standards.
- Interpret engineering drawings and electrical schematics.
- Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, branch circuits.
- Maintain, repair, test and install electrical equipment.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Must hold certificate of trade qualification as an Industrial Electrician.
- Knowledge of industry standards and practices.
- Able to operate a variety of hand tools and electrical test equipment.
- Perform testing and debugging activities.
- Complete quality control documentation as required.
- Knowledge of safe working procedures and practices.

Approved By:	Enrique Rivera
Date Approved:	Rev 1

## Job Description

Job Title:	Electrical Assembler
Reports To:	Lead Hand

### Job Purpose

- Assemble, install, and wire electrical control panel.
- Install and connect electrical components, such as motors, fixtures, heaters and sensors; works under the supervision of lead hand or electrician.

### Duties and Responsibilities

- Interpret engineering drawings and electrical schematics.
- Assemble motor starters, contactors, VFDs, circuit breakers, PLCs, pushbuttons or other electrical control devices into control panels.
- Wire electrical connections for control panels.
- Install electrical components in freezers.
- Wire electrical components to junction boxes or control panel.
- Assist with checking final assembly of control equipment for adherence to quality control standards.
- Repair tools and equipment.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Knowledge of industry standards and practices.
- Able to operate a variety of hand tools and electrical test equipment.
- Perform testing and debugging activities.
- Knowledge of safe working procedures and practices.

Approved By:	Paul Conradie
Date Approved:	Rev 0



## Job Description

Job Title:	<b>Machinist</b>
Reports To:	<b>Lead Hand</b>

### Job Purpose

Sets up and operates conventional, special purpose, and numerical control (NC) machines and machining centers to fabricate metallic and non-metallic parts and components used in the fabrication of freezer equipment. This description would also include the operation of computer numerical control (CNC) machines.

### Duties and Responsibilities

- Reviews drawings to determine appropriate machine and sequence of operation.
- Selects appropriate holding fixtures, attachments and tooling.
- Determines appropriate machine settings such as speed, feed, depth and angle of cut or retrieves / enters appropriate data from CNC machine.
- Verifies conformance of finished work piece to relevant drawings / specifications.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Working knowledge of operating machinery such as lathe, milling machine and drilling machine.
- Capable of planning sequences of machining, selection of tooling and fabrication of tooling.
- Capable of using measuring equipment.
- Knowledge of reading technical drawings.
- Perform basic maintenance and inspection of machines.
- Complete quality control documentation as required and follow relevant quality procedures.
- Knowledge of safe working practices and procedures.

Approved By:	Paul Conradie
Date Approved:	Rev 0

## Job Description

Job Title:	Sheet Metal Worker
Reports To:	Supervisor

### Job Purpose

This position falls within the components department and entails the preparation of components from sheet steel for use in the assembly departments.

### Duties and Responsibilities

- Manufacture sheet metal components as per supplied drawings.
- Determine appropriate manufacturing sequences and work methods.
- Transfer layout to suit drawing requirements using a variety of measuring instruments and scribing tools.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Able to read technical drawings.
- Sound knowledge of using a variety of machines such power shear, press brake, rolling machine, drilling machines and / or CNC punching machines.
- Familiar with the operation of forklifts and overhead cranes.
- Knowledge of safe working practices and procedures.
- Capable of completing quality control documentation and able to verify that component meets quality requirements.
- Perform routine machine maintenance.
- Supervision of machine operator or labourer.

Approved By:	Paul Conradie
Date Approved:	Rev 0

## Job Description

Job Title:	Shipper / Receiver
Reports To:	Supervisor

### Job Purpose

Shipper / Receiver is responsible for processing parts, supplies and materials in and out of plant. This position is also responsible for inspecting, sorting, storing and issuing incoming parts, supplies and materials.

### Duties and Responsibilities

- Unload goods and materials from trucks.
- Inspect and verify incoming goods against delivery notes and other documentation, record shortages and reject damaged goods.
- Liaise with purchasing on material discrepancies.
- Unpack, code, and store material in appropriate storage areas.
- Perform periodic stock counts and assist with annual stock count.
- Issue material and supplies to shop floor.
- Prepare equipment and tools for shipment and load goods onto truck.
- Empty waste and recycling bins and disposes of shipping materials.
- Review stock levels and requisition replenishments as required.
- Build crates and package outgoing shipments.
- Perform basic maintenance tasks.
- Perform housekeeping duties and comply with housekeeping policies.
- Review stock levels and reorder as required.

### Knowledge, Skills & Abilities

- Understanding of warehousing principles.
- Enter data into computer system and create shipping documentation.
- Able to operate fork lift and overhead crane.
- Review delivery documentation to ensure material complies with requirements (steel plate & sheet, structural steel, pipe, tube & electrical).
- Familiar with safe working procedures and practices.

Approved By:	Paul Conradie
Date Approved:	Rev 0

## Job Description

Job Title:	<b>Machine Operator</b>
Reports To:	<b>Lead Hand Supervisor</b>

### Job Purpose

A machine operator works in a number of different departments and will operate one or more machines. The work is specific and repetitive in nature.

### Duties and Responsibilities

- Responsible for operation of a specific type of machine, including:
  - Coil core assembly (tube expander),
  - Power shear and / or press brake,
  - CNC punching machine,
  - Return bend machine,
  - Foaming machine (liquid and / or spray),
  - Cutting machines (band saw and cold saw).
  - Hydraulic punching machines & rolls (sheet & angle).
- May operate more than one type of machine.
- Perform housekeeping duties and comply with housekeeping policies.
- Capable of rigging, moving and loading large pieces of equipment.

### Knowledge, Skills & Abilities

- Understanding of how machine operates.
- Able to operate basic hand tools and measuring equipment.
- Knowledge of safe working practices and procedures.
- Capable of performing basic maintenance activities.
- Capable of performing basic quality control functions.

Approved By:	Paul Conradie
Date Approved:	Rev 2

## Job Description

Job Title:	<b>Labourer</b>
Reports To:	<b>Lead Hand / Supervisor</b>

### Job Purpose

Assist with the day to day operations of manufacturing plant.

### Duties and Responsibilities

- Transport materials, components and equipment throughout the plant.
- Perform tasks related to material preparation e.g. material dressing, cutting and cleaning.
- Assist machine operators, assemblers and other workers.
- Assist with warehousing and shipping / receiving activities.
- Perform housekeeping duties and comply with housekeeping policies.

### Knowledge, Skills & Abilities

- Operating forklift may be required.
- Basic knowledge of operating hand tools.
- Knowledge of safe operating procedures and practices.

Approved By:	Paul Conradie
Date Approved:	Rev 0

## Job Description

Job Title:	Maintenance Worker
Reports To:	Manufacturing Manager

### Job Purpose

Assist with the day to day operations of manufacturing plant.

### Duties and Responsibilities

- Maintains and repairs equipment in shop, such as welding machines, foaming machines, cranes, forklifts, scissor lifts, hand tools etc.
- Maintains and repairs the utilities in shop and office, such as lighting, alarm sensors, exit door, overhead door, roofing, plumbing in lunchroom and washroom, office AC units, plant ceiling heater units, etc.
- Maintains preventive maintenance schedules.
- Maintains and monitors daily/weekly maintenance schedules.
- Responds to emergency maintenance requests as required.
- Requests estimates for machine spare parts from suppliers.
- Reviews machine spare parts stock level and initiates reorders as required.
- Picks up repair parts as needed.
- Performs housekeeping duties in the maintenance room and complies with housekeeping policies.

### Knowledge, Skills & Abilities

- Able to operate variety of hand tools, forklift, scissor lifts and overhead crane.
- Prefer an industrial maintenance certificate.
- Three years of manufacturing maintenance experience.
- Working knowledge of safe electrical work practice.
- Must have the ability to read and interpret documents and drawings.
- High school or college diploma.
- Sufficient English language skills. Able to communicate effectively with the team members in English, should have a minimum defined level of English language skills to be able to perform the requirements and responsibility of the position by passing the 'Test Of English for International Communication (TOEIC).

Approved By:	Enrique Rivera
Date Approved	Rev 1

**LETTER OF UNDERSTANDING # 1**

between

**GEA REFRIGERATION CANADA INC.  
(THE "COMPANY")**

and

**UNIFOR AND ITS LOCAL 114  
(the "Union")**

**RE: Paid Chief Steward Time off Work**

The parties recognize the value of building and maintaining a healthy labour relations environment. Therefore in a spirit of mutual respect, cooperation and understanding, the Company agrees to the following:

The Company shall allow the Chief Steward or their designate a maximum of **five (5)** hours per week on Company paid time to investigate and settle grievances on behalf of the Union. When the Chief Steward or designate is not investigating or settling grievances, the Chief Steward or designate shall undertake other reasonable related duties all of which must be confined to the work site. If no reasonable related duties are available, the Chief Steward or their designate will return to their operative duties. In case of emergency the Chief Steward or designate can be asked to return to their operative duties immediately.

All hours are to either be used in each week or forfeited. The Union and Company shall mutually agree to schedule such hours the week prior and advise the Company as to when the scheduled hours are to be used.

Any hours not scheduled the week prior shall be used on an ad-hoc basis, however, in using those hours, the Chief Shop Steward or designate shall first contact the Manufacturing Manager to ensure that the Company's operation is not negatively affected. Where the taking of such time negatively affects the Company's operation, the Operations Supervisor may deny the ability to use those hours on an ad-hoc basis. Such denials shall not be made unreasonably and shall be for Operational issues only.

In any week where the hours as set out above have been used up and an issue arises, either the Company or the Union may contact the other party to arrange for additional Company paid time to resolve the issue. Both parties must agree to such additional time before it is taken.

The Company and the Union shall develop a method for scheduling, time keeping and utilizing the Company paid hours as set out in this article. Both the Union and the Company shall be responsible for administering these hours.

The Chief Steward shall report on a monthly basis on the activities during the month on hours spent hours to the company and union.

Every 6 months there will be a review of the full scope of arrangements in which the local Union representative and company representatives will participate.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED ON BEHALF OF:**

**GEA REFRIGERATION CANADA INC.**

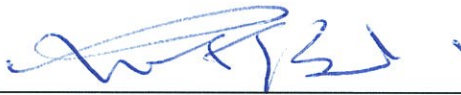
  
\_\_\_\_\_  
Enrique Rivera  
Director of Manufacturing

  
\_\_\_\_\_  
Nathalie Courchesne  
Human Resources Director

**UNIFOR AND ITS LOCAL 114**

  
\_\_\_\_\_  
Mark Misic  
Local Representative

  
\_\_\_\_\_  
Yong (Jeff) Ling  
Committeeperson

  
\_\_\_\_\_  
Zhen Wu Hu  
Committeeperson

  
\_\_\_\_\_  
Gavin Davies  
National Representative



**LETTER OF UNDERSTANDING #2**

between

**GEA REFRIGERATION CANADA INC.  
(the "Company")**

and

**UNIFOR AND ITS LOCAL 114  
(the "Union")**

**Re: Apprenticeship Program**

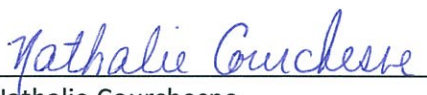
The Company and Union agree to meet within 90 days of the ratification to discuss and decide on the viability and implementation of an Apprenticeship Program or Internal Training Structure.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED ON BEHALF OF:**

**GEA REFRIGERATION CANADA INC.**

  
\_\_\_\_\_  
Enrique Rivera  
Director of Manufacturing

  
\_\_\_\_\_  
Nathalie Courchesne  
Human Resources Director

**UNIFOR AND ITS LOCAL 114**

  
\_\_\_\_\_  
Mark Misje  
Local Representative

  
\_\_\_\_\_  
Yong (Jeff) Ling  
Committeeperson

  
\_\_\_\_\_  
Zhen Wu Hu  
Committeeperson

  
\_\_\_\_\_  
Gavin Davies  
National Representative

**LETTER OF UNDERSTANDING #3**

between

**GEA REFRIGERATION CANADA INC.  
(the "Company")**

and

**UNIFOR AND ITS LOCAL 114  
(the "Union")**

**Re: Contracting Out**

The Company, as a member of the GEA Group, is required to continuously review procurement and manufacturing processes (continuous improvement), to ensure competitiveness in the industry.

However, as of today's date, the Company does not foresee any imminent lay-off of any bargaining unit employees as a direct result of contracting out.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED ON BEHALF OF:**

**GEA REFRIGERATION CANADA INC.**

  
\_\_\_\_\_  
Enrique Rivera  
Director of Manufacturing

  
\_\_\_\_\_  
Nathalie Courchesne  
Human Resources Director

**UNIFOR AND ITS LOCAL 114**

  
\_\_\_\_\_  
Mark Mistic  
Local Representative

  
\_\_\_\_\_  
Yong (Jeff) Ling  
Committeeperson

  
\_\_\_\_\_  
Zhen Wu Hu  
Committeeperson

  
\_\_\_\_\_  
Gavin Davies  
National Representative

**LETTER OF UNDERSTANDING #4**

between

**GEA REFRIGERATION CANADA INC.  
(the "Company")**

and

**UNIFOR AND ITS LOCAL 114  
(the "Union")**

**Re: Advancement of Skills**

The Company and the Union agree that ongoing advancement of skills for employees of the Company is beneficial. The Company shall provide opportunities for such training based on the Company's operational requirements and priorities, which it will review on at least on an annual basis.

The Company will then post opportunities for such training which may be available in any classification.

The Company will accept applications in response to the postings and within thirty (30) days of receipt will accept a minimum of five (5) employees to be assessed for training, based on Company seniority.

Once accepted, the Company shall then provide prequalifying assessment tools for the purpose of determining skill level and what skills would be required to qualify for a new position.

The assessment results will be shared with the employee and the Chief Shop Steward for the purpose of providing advice and / or direction on where upgrading of skills is required.

A skills development plan will be developed outlining specific actions to be undertaken, such actions may include external training and/or on the job opportunities.

Vacancies will be filled in accordance as per Article 7.04 and prequalified employees will be expected to apply for these positions.

Both parties will ensure appropriate measures will be undertaken to ensure that such acquired skills and knowledge are maintained until a vacancy becomes available.

The skills development plan will include a summary of costs associated with any external technical training along with the Company commitment to reimburse such costs at successful completion of approved training. Reimbursable costs include tuition, books, and test fees.

**LETTER OF UNDERSTANDING #4**

between

**GEA REFRIGERATION CANADA INC.  
(the "Company")**

and

**UNIFOR AND ITS LOCAL 114  
(the "Union")**

**Re: Advancement of Skills**

The Company and the Union agree that ongoing advancement of skills for employees of the Company is beneficial. The Company shall provide opportunities for such training based on the Company's operational requirements and priorities, which it will review on at least on an annual basis.

The Company will then post opportunities for such training which may be available in any classification.

The Company will accept applications in response to the postings and within thirty (30) days of receipt will accept a minimum of five (5) employees to be assessed for training, based on Company seniority.

Once accepted, the Company shall then provide prequalifying assessment tools for the purpose of determining skill level and what skills would be required to qualify for a new position.

The assessment results will be shared with the employee and the Chief Shop Steward for the purpose of providing advice and / or direction on where upgrading of skills is required.

A skills development plan will be developed outlining specific actions to be undertaken, such actions may include external training and/or on the job opportunities.

Vacancies will be filled in accordance as per Article 7.04 and prequalified employees will be expected to apply for these positions.

Both parties will ensure appropriate measures will be undertaken to ensure that such acquired skills and knowledge are maintained until a vacancy becomes available.

The skills development plan will include a summary of costs associated with any external technical training along with the Company commitment to reimburse such costs at successful completion of approved training. Reimbursable costs include tuition, books, and test fees.

The Company reserves the right to limit opportunities according to current and future operational requirements.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED ON BEHALF OF:**

**GEA REFRIGERATION CANADA INC.**


  
\_\_\_\_\_  
Enrique Rivera  
Director of Manufacturing

  
\_\_\_\_\_  
Nathalie Courchesne  
Human Resources Director

**UNIFOR AND ITS LOCAL 114**

  
\_\_\_\_\_  
Mark Misic  
Local Representative

  
\_\_\_\_\_  
Yong (Jeff) Ling  
Committeeperson

  
\_\_\_\_\_  
Zhen Wu Hu  
Committeeperson

  
\_\_\_\_\_  
Gavin Davies  
National Representative

**LETTER OF UNDERSTANDING #5**

between

**GEA REFRIGERATION CANADA INC.**  
**(the "Company")**

and

**UNIFOR AND ITS LOCAL 114**  
**(the "Union")**

**Re: Paid Education Leave (PEL)**

The Company will contribute a onetime payment of **five thousand dollars (\$5000.00)** towards the paid Education Leave Program, **per the life of the agreement**. Cheques shall be made payable to:

Unifor Paid Education Leave Program  
Unifor  
205 Placer Court  
Toronto, ON, M2H 3H9

The Employer further agrees that one (1) member of the bargaining unit at any one time and is limited to three (3) members per year maybe selected by the Union to attend such courses, shall be granted a leave of absence without pay for ten working (10) days class time, plus travel time where necessary, said leave of absence to be intermittent over twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

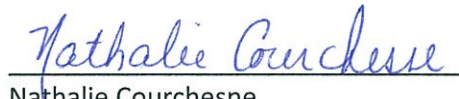
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNED ON BEHALF OF:**

**GEA REFRIGERATION CANADA INC.**

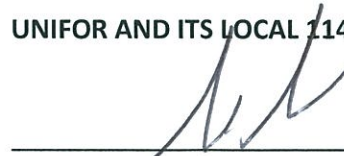


Enrique Rivera  
Director of Manufacturing



Nathalie Courchesne  
Human Resources Director

**UNIFOR AND ITS LOCAL 114**



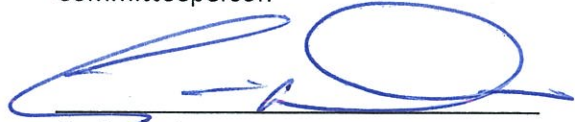
Mark Misic  
Local Representative



Yong (Jeff) Ling  
Committeeperson



Zhen Wu Hu  
Committeeperson



Gavin Davies  
National Representative

**LETTER OF UNDERSTANDING #6**

between

**(AEROFREEZE)**

**GEA REFRIGERATION CANADA INC.**

**(the "Company")**

and

**UNIFOR AND ITS LOCAL 114**

**(the "Union")**

**Re: Training**

WHEREAS the Collective Agreement between the Company and the Union expired on February 28th, 2017;

WHEREAS the Company and the Union started the negotiation of a new collective bargaining agreement on March 14th, 2017;

WHEREAS the negotiation process is not finalized and will continue for a period of time not defined until an agreement is reached and ratified by the Union and its members;

WHEREAS the Company is currently in an intensive recruiting period and wants the new employees to be trained in a consistent and effective way by the lead hand trainers ;

WHEREAS the Company wants to document the work methods, the specific product knowledge required and other activities related to the work of Assembler;

WHEREAS Mr. Wei Chuan Lin and Mr. Yi Huai Jiang hold a Lead Hand position in the Freezers Assembly (Tunnel and Spiral) department and act as reference person for employees in their department;

The parties agree as follow:

Mr. Wei Chuan Lin and Mr. Yi Huai Jiang will act as trainers for employees in the Freezers Assembly Department (Tunnel and Spiral);

Mr. Wei Chuan Lin and Mr. Yi Huai Jiang will act as reference persons and help to document the work methods, the specific product knowledge required and other activities related to the work of Assemblers in the Freezers Assembly Department (Tunnel and Spiral);

Signed this 31<sup>st</sup> day of March, 2017.



**LETTER OF UNDERSTANDING #7**

between

**GEA REFRIGERATION CANADA INC.  
(the "Company")  
and**

**UNIFOR AND ITS LOCAL 114  
(the "Union")**

**Re: Increase Assembler 1**

WHEREAS the Collective Agreement between the Company and the Union expired on February 28th, 2017;

WHEREAS the Company and the Union started the negotiation of a new collective agreement on March 14th, 2017;

WHEREAS the negotiation process is not finalized and will continue for a period of time not defined until an agreement is reached and ratified by the Union and its members;

WHEREAS the Company is currently in an intensive recruiting period in different positions and wants to ensure a stable workforce in the Assembler 1 position;

WHEREAS the hourly rate for the job classification Assembler 1 is set forth in Appendix "A" of the Collective Agreement;

The parties agree as follow:

At the ratification date of the new collective agreement by the Union and its members, an increase of one dollar (\$1.00) per hour will be paid to the employees holding an Assembler I position at the date of ratification for all the hours worked in that classification between April 3rd, 2017 and the ratification date. Such payment is to be made in the month following the ratification date.

Signed this 31<sup>st</sup> day of March, 2017.

**SIGNED ON BEHALF OF:**

**GEA REFRIGERATION CANADA INC.**



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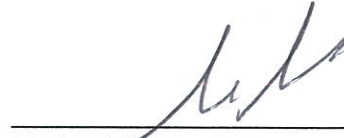
Enrique Rivera  
Director of Manufacturing



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Nathalie Courchesne  
Human Resources Director

**UNIFOR AND ITS LOCAL 114**




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Mark Misic  
Local Representative




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Yong (Jeff) Ling  
Committeeperson



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Zhen Wu Hu  
Committeeperson



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Gavin Davies  
National Representative