

COLLECTIVE AGREEMENT

Between

CONCENTRIX TECHNOLOGIES SERVICES (CANADA) ULC

(hereinafter referred to as the "the employer or the company")

And

UNIFOR, LOCAL 222

(hereinafter referred to as "the union")

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to allow for the efficient operation of the business and to provide for wages and other conditions of employment for all employees who are subject to the provisions of this Agreement. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of these conditions.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Concentrix Technologies Services (Canada) Limited in the General Motors Technical Assistance Centre located at 1189 Colonel Sam Drive, in the City of Oshawa, with respect to wages, hours and working conditions, save and except Team Leaders and persons above the rank of Team Leaders and Coordinators, office and clerical staff of Concentrix Technologies Services (Canada) ULC.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer, the Union and the employees agree that every employee has the right to equal treatment with respect to employment without discrimination because of race, sex, religion, colour, age, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, marital status, family status, disability or record of offences as these terms are defined by the Ontario Human Rights Code.
- 3.02 The Employer, the Union and the employees agree to observe the provisions of the Ontario Human Rights Code.
- 3.03 Where the term "spouse" or "partner" is used in this Agreement, it shall also mean same-sex spouse or partner including but not limited to pension and benefits.
- 3.04 The Company and the Canadian Auto Workers Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle. Accordingly, training of up to three (3) hours duration will be provided to all employees. This training shall include elements such as:

- Human rights awareness
- Company and Union policies regarding equality in employment
- The complaint procedure

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The management of the company and its operations and the direction of the employees are fixed exclusively in the Employer and without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline, profitability, efficiency and quality, in connection therewith to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause.
 - (b) Establish and administer tests for the purpose of assisting the Employer to determine an employee's qualifications.
 - (c) Select, hire, train, transfer, promote, demote, classify, layoff and recall employees, select employees for positions excluded from the bargaining unit; and,
 - (d) Determine the location of operations, security for the location, the schedules of operations, the number of shifts; determine the methods of work; determine job content, quality and quantity requirements, the qualifications of an employee to perform any particular job and a method to assess that performance; determine the equipment to be used and to use new or improved methods and equipment, to introduce, change or discontinue job duties or processes; determine appropriate attire; determine employee work schedules, the number of employees needed at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked, and require employees to work overtime.
- 4.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations on the Employers rights.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow down or stoppage of or interference with work, either complete or partial. The Employer agrees that there will be no lockout of employees. The Union agrees if any such action takes place it shall immediately make all reasonable efforts to cause the employees to return to full productivity.
- 5.02 The Employer shall have the right to discipline up to and including discharge employees who take part in or instigate any strike, picketing, slowdown, stoppage of or other interference with work or customer service, either complete or partial, contrary to Article 5.01 of this Agreement or the provisions of the Labour Relations Act.
- 5.03 The definitions of the term's "strike" and "lock-out" in Article 5.01 shall be in accordance with the Labour Relations Act.

ARTICLE 6 - UNION SECURITY

- 6.01 All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.
- 6.02 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 6.03 The Employer shall deduct from each employee an amount equivalent to regular Union dues and with respect to new employees, an additional amount equivalent to the Union initiation fee. The current monthly dues will be deducted in equal amounts from each pay received in the calendar month and shall be remitted to the Financial Secretary of the Local Union before the twenty first day of the month following the calendar month. The Financial Secretary of the Local Union shall notify the Company, in writing, of the amount of such monthly dues to be deducted under this section, and from time to time, of any changes in the amount thereof.
- 6.04 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The employer agrees to recognize up to one (1) Committee Person and one (1) alternate Committee Person elected from amongst employees who have successfully completed the probation period. Only one person shall function as a Union person at one time except when incidents deem it necessary to require both union persons to be involved to address certain issues after receiving prior consent from the company. There will be no reprisal against any employee for legal and legitimate Union activity.
- 7.02 The Employer shall be notified by the Union of the names of the Committee Person and alternate.
- 7.03 The Parties acknowledge that a fundamental tenant of the Technical Assistance Centre (TAC) is to promptly answer our customers' calls. The Committee Person will strive to conduct union business outside billable call periods. The Committee Person shall be required to request permission from the Operations Manager or Team Leader before leaving their workstation and shall report back to the Operations Manager or Team Leader immediately upon return. The Committee Person shall be allowed a maximum of two hours paid time off per week to conduct union business.
- 7.04 The company shall recognize a committee of two (2) Bargaining Unit employees in addition to the chairperson who shall constitute the TAC committee. Management will be represented by the TAC Operations Manager and the AVP Human Resources or their designates. This committee will also meet with the company on a regular basis that is mutually agreed upon to discuss matters that either party may raise. The parties may mutually agree to invite other parties from time to time. The purpose of these meetings shall not be to settle grievances.
- 7.05 The company agrees to retain union representatives at work during any layoffs or cutbacks in employment provided there is work they are willing and qualified to perform during their respective terms of office. The company and the union agree that union representatives shall not be allowed to apply this seniority for job promotion.
- 7.06 The company upon proper notification shall grant the President of the local and national representatives' entry into company workplace.

- 7.07 The company agrees to allow the union representative forty-five (45) minutes within the human resources new hire orientation agenda to provide new TAC consultants with an introduction to the unionized environment.
- 7.08 In the event the company requires the Union Chairperson to attend company/union meetings outside of their regularly scheduled shift they will be compensated for all time worked at their applicable hourly rate.
- 7.09 In the event TAC union representatives are required and approved by the company to be absent from work in order to perform union duties relating to company business, the hours of their regularly scheduled shift will be factored into calculations for statutory days and holidays.
- 7.10 An employee will be informed of their right to have a local Union Representative present when required to attend a disciplinary meeting or when interviewed in the course of a disciplinary investigation. A Union Representative will be present at any meeting where an employee covered by this Agreement is being terminated.

ARTICLE 8 - GRIEVANCE PROCEDURES

- 8.01 The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. A grievance shall be presented and processed in accordance with the steps, time limits and conditions set forth in this Agreement.
- 8.02 It is understood that an employee has no complaint or grievance until the employee has first discussed the complaint with the responsible Team Leader. A grievance must be discussed with the Team Leader within five (5) business days after it reasonably should have been known to the employee affected. The Team Leader will respond with a verbal answer no later than five (5) business days from receipt of the grievance. Any complaint not presented within this time period will be forfeited by the aggrieved employee.

Step 1

If the complaint is not settled as provided for above, the employee may submit a written grievance to the Team Leader through the Union, within five (5) business days after the Team Leaders verbal

response. The grievance shall be signed by the employee and shall identify the nature of the grievance, the specific provisions of the Agreement, which are alleged, to have been violated and the remedy sought. The Team Leader will give a written response to the grievance within five (5) business days following the day on which the grievance was presented by the employee. If the grievance is not resolved or the employee does not receive a decision within the time limits specified and the employee wishes to proceed with the grievance, he/she must submit the grievance at the next step.

Step 2

If the grievance is not settled, the employee must forward the grievance to the Operations Manager, through the Union within five (5) business days of the date of the Team Leader's Step 1 response. A meeting will then be held between the Operations Manager and the union committee person. This meeting shall be held within seven (7) business days of the receipt of the grievance at Step 2. The Grievor will also attend the meeting if requested to do so by the Union or the Company. The Employer's written answer to the grievance shall be given within five (5) business days following the date of this meeting. If the grievance is not resolved or if the employee does not receive a decision within the time limits specified and the employee wishes to proceed with the grievance, he/she must submit the grievance at the next step.

Step 3

If the grievance is not settled, the employee must forward the grievance, through the Union, to the Assistant Vice President of Human Resources within five (5) business days of the date of the Operations Manager's Step 2 response. A meeting will then be held between the Assistant Vice President of Human Resources and the National Representative of the union or their designates. This meeting shall be held within fourteen (14) business days of the receipt of the grievance at Step 2. The Employer's written answer to the grievance shall be given within five (5) business days following the date of this meeting. If the grievance is not resolved or the employer does not respond in the time provided and the Union wishes to proceed with the grievance, the Union must refer the matter to arbitration.

8.03 Policy Grievance

A policy grievance shall be defined as a grievance, filed by either the Union or the Employer, involving a question of application or interpretation of any Article of this Agreement, which arises directly between the Employer and the Union. It shall be submitted directly at Step 3 within fourteen (14) business days following the circumstances giving rise to the grievance. The provisions of this section may not be used with respect to a grievance directly affecting an individual employee or a group of employees. The remaining provisions of Articles 8, 9 and 10, with the required amendments, shall apply to policy grievances.

8.04 Any grievance which is not commenced or processed through the next stage of the grievance or arbitration procedure within the time specified shall be deemed to have been abandoned unless otherwise agreed upon.

ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION

9.01 A claim by an employee who has successfully completed the probationary period that he/she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is submitted by the employee at Step two (2) within five (5) days after the date of the suspension or discharge. If a suspension is grieved, the Employer in its sole discretion may elect to delay the enforcement of the suspension until the grievance is settled, abandoned or determined by an arbitrator.

ARTICLE 10 - ARBITRATION

10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either, party may, after exhausting the grievance procedure, notify the other in writing of its desire to submit the grievance to arbitration. If a party elects to refer a grievance to arbitration it must notify the other party within twenty (20) days of the meeting at Step three (3).

- 10.02 When either party refers a grievance to arbitration, that party shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, they shall propose three (3) arbitrators. If an acceptable arbitrator is not agreed upon, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint a single arbitrator,
- The Company and the Union will have 30 days to schedule an acceptable arbitrator. The parties will take all reasonable steps necessary to commence proceeding on the Arbitrators first available date.
- 10.03 Each party will bear its own expense with respect to any arbitration will be shared equally by the parties.
- 10.04 No matter may be submitted to arbitration, which has not first been properly carried through all proceeding steps of the Grievance Procedure.
- 10.05 The arbitrator shall not be authorized, nor shall the arbitrator assume authority to add to, subtract from, alter or modify any part of this agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.
- 10.06 The decision of the arbitrator shall be final and binding on the parties.
- 10.07 The parties agree that the steps, time limits and conditions specified in Articles 8, 9, and 10 shall be binding upon the parties unless an extension of such time limits has been mutually agreed to in writing. Notwithstanding the provisions of the Labour Relations Act, the parties agree that these time limits should not be extended by an arbitrator.
- 10.08 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 10.09 The parties may agree to have the grievance heard by a Commissioner in which case all terms as described for Arbitration proceedings will apply.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be defined as length of continuous uninterrupted service Within the bargaining unit. In the event more than one employee is hired on the same date, their seniority will be determined by lottery, whereby names will be placed in a box and the first name chosen will have the

highest seniority, the second name chosen will have the second highest seniority and so on until all names are chosen.

- 11.02 All employees hired shall serve a probationary period of three (3) months actually worked. Probationary employees shall have no seniority rights during this period. Upon completion of the probationary period, the employee shall have his seniority, dated back to the start date.
- 11.03 During the probationary period an employee shall be considered as being employed on a trial basis and may be dismissed at the sole discretion of the Employer. Any termination occurring during the probationary period shall be deemed to be just cause for termination or release without notice and shall not be the subject of a grievance and/or arbitration.
- 11.04 An employee who accepts a transfer or promotion out of the bargaining unit shall not accumulate seniority during the period of such transfer. In case such person is subsequently transferred to an occupation covered by this agreement, he/she shall be credited with his/her seniority while in the bargaining unit, providing he/she has been out of the bargaining unit for a period of one (1) year or less. In the event the employee has been out of the bargaining unit for a period in excess of one (1) year and returns, he/she shall be treated as a new employee under the terms of this agreement.
- 11.05 An electronic copy of the seniority list shall be provided to the Union each January or within two weeks of applicable changes.
- 11.06 It shall be the responsibility of each employee to notify the Employer promptly in writing of any change of address or telephone number. Letters sent by the Employer to the address on record or telephone calls to the telephone number on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.
- 11.07 An employee's seniority and employment shall be deemed to have terminated if the employee:
- (a) Resigns from employment with the Employer.
 - (b) Retires;
 - (c) Is discharged for just cause;
 - (d) Fails to report for work within the five (5) working days after

being recalled by telephone call or registered letter from the Employer following a layoff; or fails to report for work on the date and at the time specified in the notice.

- (e) Fails to return to work on the date agreed upon after the completion of a leave of absence or use an approved leave of absence for purposes other than that given as the reason for the leave.
- (f) Consumes on company property or reports for work under the influence of illicit drugs, alcohol or substances prohibited by company policy.
- (g) Is absent without permission for three (3) consecutive working days without notifying his immediate Team Leader; or
- (h) Does not perform work for the Employer for a period of time equal to their seniority or five (5) years, whichever is less.

11.08 Whenever it becomes necessary to decrease the working force, probationary employees shall become the first employees to be laid off. If further layoffs are necessary, seniority will be the guiding factor so long as employees exercising seniority are willing, able and have the skills and ability to do the available work. When recalling employees to work after layoffs defined in this section the reverse of the procedure set out herein shall be followed.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 The Employer may, at its' discretion, grant an unpaid leave of absence provided that the employee has successfully completed the probationary period. The employee's request must be made in writing and indicate the reason for, and the length of the leave requested. No leave for a period of greater than thirty-one (31) days will be granted by the Employer.

12.02 The Employer, the Union and the employees agree to comply with the provisions of the Emergency Leave Legislation amendments to Employment Standards Act, 2000.

12.03 Pregnancy and parental leaves shall be granted by the Employer in accordance with the Employment Standards Act, 2000.

12.04 Family Medical Leave

Family medical leave shall be granted and taken in accordance with the relevant provisions of the Employment Standards Act, 2000.

12.05

Bereavement Leave

An employee who has completed his/her probationary period will be eligible for paid bereavement leave. Compensation applies only to days taken that are scheduled workdays. Up to three (3) consecutive days paid bereavement leave will be granted in the event of the death of an immediate family member. Time off with pay for one (1) day will be granted in the event of the death of an extended family member.

For purposes of the Bereavement Leave policy.

Immediate family member is defined as:

- Spouse, common law spouse, life partner
- children, stepchildren
- parents, legal guardians or wards, stepparents
- brothers, sisters, stepbrothers/sisters
- spouse /common-law spouse's parents/stepparents
- grandparents
- grandchildren
- and persons acting in the capacity of the above relationships

Extended family member is defined as:

- Spouse/common-law spouse's grandparents/step-grandparents
- brother/sisters-in-law
- aunts, uncles
- nieces and nephews

If an extended bereavement leave is necessary, additional days may be arranged through the use of vacation owing, or unpaid leave.

Should there be any question about the legitimacy of the leave, the Employer reserves the right to request that appropriate documentation is provided to validate, for example a Certificate of Death.

12.06

Jury Duty

An employee who is selected for service as a juror will be compensated for loss of pay from the employee's regularly scheduled hours at the employee's regular hourly rate, less the fee received for services as a juror up to a maximum of 12 weeks. However, after the employee has completed jury duty, the employee is required to return to the employer's premises to complete the employee's remaining normally scheduled workday, if time permits.

- 12.07 Sick Day Compensation
Paid sick day program will cease effective March 31, 2009.
- 12.08 The Company agrees to provide employees with ten (10) unpaid personal emergency days each calendar year.

ARTICLE 13 - ACCESS TO PERSONNEL FILES

- 13.01 An employee may make a written request to view his personnel file. The Employer will arrange an appointment within 24 hours of receiving that written request.
- 13.02 All disciplinary documentation over one year will not be considered for future disciplinary action, except when related to harassment, incidents of physical violence or any behaviour that adversely affects the health and safety of employees.

ARTICLE 14 - HEALTH AND SAFETY

- 14.01 The Company, the Union and the employees will make every effort to comply in a timely manner with all applicable legislation pertaining to the Health and Safety of the employees at the Company.
- 14.02 The Union and the Company agree to actively promote measures to assure the Health and Safety of all employees.
- 14.03 The Joint Health and Safety Committee (JHSC) will have a total of four (4) members, two (2) representing the Union, who are elected or appointed and two (2) representing management. Both sides will be entitled to invite an additional person to each meeting.
- 14.04 Each member of the Joint Health and Safety Committee (JHSC) shall be enrolled in a certification program as required within 90 days of assuming the JHSC position.
- 14.05 During extended absences, both parties will recognize a substitute member as designated.

14.06 Safety Eyewear

Employees will be required to wear a pair of safety glasses when working in work areas where this is a mandatory requirement. Non-prescription eyewear will be provided at no cost to the employee.

Employees requiring prescription eyewear will be expected to purchase their own safety glasses and may make use of the vision care benefits under this Agreement for that purpose. To comply with this requirement, safety eyewear will have permanently attached side shields and will be made of plastolite material.

14.07 Safety Footwear

The Employer will provide Employees working in areas where safety footwear is a mandatory requirement with a pair of safety shoes as follows. The Employer will reimburse up to a maximum of \$175.00 for the purchase of one pair of safety shoes or boots per eligible Employee per calendar year, if required. The Employee will be required to submit an original receipt in order to secure reimbursement under this Article.

ARTICLE 15 - INCAPACITATED EMPLOYEES

15.01 In the event an employee becomes physically handicapped and is unable to continue their job, exception will be made in favour of such employee on the following basis:

- (a) If a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such a job without the necessity of a job posting.
- (b) A Doctor's certification of disability by the employee's own doctor must be submitted. The Company may require an employee to submit to a medical and/or physical examination by a company appointed doctor. The employee agrees to execute a standard release authorizing the doctor to disclose results of the examination to the Company and the Union. The Company will pay the cost for such tests and/or examinations.

In the event a medical dispute arises between the employee's doctor and the company doctor, a mutually agreed upon third party, Independent Medical Opinion will be used.

- (c) An employee placed on a job because of a disability will have that disability reviewed at least annually.
- (d) The Company will review all the circumstances with the Union Committee before exercising this provision.

ARTICLE 16 - JOB VACANCIES

- 16.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) business days, in order to allow bargaining unit employees to apply.
- 16.02 Promotions and transfers to jobs within the bargaining unit will be based primarily on the skill, ability and qualifications of the employees concerned. However, as between two (2) employees of approximately equal standing, based on the above factors, seniority shall govern.
- 16.03 Employees who have successfully completed their probationary period and have been in their current position for a minimum of six (6) months will be given first consideration for job postings. However, all interested bargaining unit employees will be considered before going outside the bargaining unit to fill the position.

ARTICLE 17 - NEW JOBS

- 17.01 When a new job is created the Company may assign an employee to such job for a period not to exceed thirty (30) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate.
- 17.02 New jobs shall be posted within thirty (30) days of start up, and experience gained as a result of temporary assignment will not be considered as qualification on the posting.
- 17.03 Employees who are temporarily transferred to a new or existing position will receive their rate or the rate of the job whichever is higher.

ARTICLE 18 - DATA TO BE SUPPLIED TO THE UNION

- 18.01 By signing the Company's Privacy Policy consent form Bargaining Unit employees authorize the Company to provide the following personal information to the Union Committee on a semi-annual basis:
- (a) Employees who are in the bargaining unit regardless of whether or not they paid dues.
 - (b) Employee's number and their hourly rate and classification.
 - (c) Employees transferred into or out of the Bargaining Unit.
 - (d) The number of hours worked per month.
 - (e) Employee's status and the date of occurrence.
 - (f) Layoff and recalls.
 - (g) Employees who have lost seniority.
 - (h) Names, addresses, and postal codes of all retired and active employees.

ARTICLE 19 — GENERAL

- 19.01 The Company will work with the client to ensure bargaining unit employees will have a properly functioning HVAC unit and access to lunchroom and washroom facilities on the client site during all hours of operation, including shutdown and down time periods.
- 19.02 The Committee will have the use of one bulletin board in the facility to post official union business and notices. The union will ensure such postings will not be contrary to the spirit of this agreement and/or our standing or relationship with the customer.
- 19.03 The Company agrees to provide a work area with locking filing cabinet and a non-monitored telephone and email address for the exclusive use by the Union Committee. The company will provide one copy of Microsoft Office.
- 19.04 The Company will provide a copy of the Collective Agreement to all employees within thirty (30) days of ratification. An electronic PDF copy will also be supplied to the Union Committee within thirty (30) days of ratification.

- 19.05 The Company will also provide written summaries of company provided benefit plans.

ARTICLE 20 - HOURS OF WORK

- 20.01 The Technical Assistance Centre hours of operation are normally Monday to Friday, 8:00 a.m. to 7:00 p.m. The Centre payroll workweek runs from Saturday 12:00 a.m. to Friday 11:59 p.m.
- 20.02 Schedules and number of hours per week are based on volume of work. Providing volumes require, employees covered by this Agreement typically work either four (4) or five (5) days per week for a total of forty (40) hours per week. The company will discuss changes of hours and/or staffing levels for the TAC Consultants with the Union representative prior to implementation.
- 20.03 Schedules will be assigned according to skills and abilities and, where skills and abilities are considered equal, schedules will be offered in order of seniority: In circumstances where no employee selects the shift offered, the schedule will be assigned to the least senior employee with the skills and abilities to perform the work.
- 20.04 There shall be a one-half hour unpaid meal breaks per shift of five (5) hours or more. The Employer shall schedule the meal break.
- 20.05 Employees who work shifts of eight (8) hours or more shall be entitled to two (2) fifteen (15) minute breaks to be scheduled at the discretion of the Employer. The first fifteen-minute break is unpaid, the second fifteen-minute break is paid.
- 20.06 The rest periods identified in sections 20.04 and 20.05 shall be taken in such a manner that will ensure continuity of service to the Employer's clients provided that the Employer complies with the provisions of the Employment Standards Act, 2000.
- 20.07 Employees who are unable to report to work for their regularly scheduled shift on time must inform their Team Leader not less than one-half hour before the beginning of their shift, unless the circumstances for such absence are beyond the employee's control.
- 20.08 It is understood and agreed that this Article is intended to provide the basis of a workweek and shall not constitute a guarantee of hours of work

per day or per week, number of days per week, or as a guarantee of work schedules. These items are driven from business need.

20.09 Employees will be provided with no less than two (2) weeks' notice of any scheduling changes. The Employer shall provide the Union with notice of such changes before informing any affected employees.

20.10 (a) The Company may permit requests for shift exchanges at the request of two (2) employees provided that:

- (i) the employees make their request in writing by completing a shift exchange form;
- (ii) the employees make their request no less than two (2) weeks in advance of the date(s) of the proposed shift exchange; and,
- (iii) the exchange will result in no additional cost to the Company.

Requested shift exchanges which meet the aforementioned conditions shall not be unreasonably denied.

(b) Shift exchanges requests which do not meet the conditions set out in Article 20.10(a) above will be considered, but will be granted only at the sole discretion of the Company.

20.11 The Company will provide employees with electronic access to the team schedule, including start times, scheduled vacation, scheduled training, and scheduled overtime.

ARTICLE 21 - WAGES

21.01 Attached hereto and forming part of this Agreement is Schedule "A" that establishes the wage rates and job classifications applicable during the term of this agreement.

21.02 Employees who are qualified and required to work in a language other than English shall receive a language premium of six- and one-half percent (6.5%) of their base rate for each hour worked for which the skill is utilized, upon completion of initial training, not to exceed four (4) weeks in length.

- 21.03 Licensed automotive technician employees will be entitled to a Licensed Automotive Technician Allowance of \$2.00 per hour of actual worked hours including vacation hours payable semi-annually. These payouts will be processed by running a separate payroll deposit on the second payroll cycles in April and October each calendar year.

ARTICLE 22 - OVERTIME / FLEX TIME

- 22.01 The employees' schedule will be established on the Friday of the proceeding week.
- a) Employees with an unscheduled absence will be considered as present on Friday and will comply with the overtime assignments and temporary shifts changes.
 - b) Employees with a scheduled absence on Friday will be excluded from overtime assignments and temporary shift changes.
- 22.02. Hours worked beyond forty-four (44) hours per week will be deemed overtime. Authorized overtime work will be compensated at a rate of one and one half (1.5) times each hour worked in excess of forty-four (44) hours.
- 22.03 Employees must have the prior approval of their Team Leader/Manager to work beyond their scheduled shifts. Overtime must be built in increments of not less than one-half (.5) hour.

ARTICLE 23 - OVERTIME OPPORTUNITY EQUALIZATION

- 23.01 Notice of overtime opportunities must be given at least three (3) hours before the shift ends for an extended shift or in the case of a weekend, such as Saturday/Sunday or holiday, the notice for overtime work must be given by 2:30 p.m. on the Thursday prior to the weekend. In the event of a holiday not included in a weekend, thirty-six (36) hour notice will be given.
- 23.02 Overtime will be offered on a voluntary basis, unilingual employees may not be accepted when the vacancy requires a bilingual agent. The Company will post an overtime opportunity tracking list on a weekly basis".
- 23.03 The company will administer overtime opportunities based on skill and ability, to equalize overtime amongst its employees. The following will be the practice of administrating the overtime opportunities.

- a) Overtime will be offered to the highest seniority employee with the lowest accumulated total overtime hours offered and worked for the calendar year.
- b) Overtime hours worked will be calculated at 1.5 hours for time and one half.
- c) Overtime hours will be reset to '0' as of January 1st, each calendar year.
- d) New hires will enter the overtime group at the average overtime hours offered and worked for the overtime group.
- e) Employees absent for any reason for 30 days or more will re-enter the overtime group at the average overtime hours offered and worked for the overtime group or at the employee's previous number of accumulate overtime hours, whichever is greater.
- f) Average hours will be calculated by dividing the total number of overtime hours accumulated by the total number of employees in the overtime group.
- g) List of the overtime group's accumulated overtime hours offered and worked will be updated and posted electronically, as required.
- h) The only remedy for incorrect selection will be that the next opportunity is made available to the employee who should have worked the overtime.

23.04 In the event the Employer deems it necessary to force employees to work overtime in accordance with the Provincial laws, failing a volunteer, the overtime will be assigned to the employee(s) with the least seniority who have worked the fewest overtime hours in the calendar year.

23.05 The only exception to 23.04 above will be to meet Customer Bilingual requirements.

23.06 In the event that two or more employees share the same date of hire, the employees' date of birth will be the tie breaker.

23.07 Each day will be considered to be a different opportunity for the purposes of distribution. Overtime opportunities will not result in employees working more than 12 paid hours per day.

- 23.08 Any employee working daily overtime equal to or in excess of two (2) hours will be entitled to an additional 20-minute unpaid break. This unpaid break is to be taken at the beginning of the overtime period.

ARTICLE 24 - REPORTING PAY & CALL BACK PAY

24.01 Reporting Pay

An employee who reports for a scheduled shift shall receive a minimum of three (3) hours of pay calculated at their base rate of pay except if:

- (a) The Employer calls the employee at his home telephone number two (2) hours prior to the shift to advise the employee that the shift is cancelled;
- (b) The employee does not report to work within one (1) hour of scheduled start time;
- (c) The employee requests to leave work before the end of the shift; or
- (d) The cancellation of the shift is caused by a strike, lockout, flood, fire, power failure or storm.

- 24.02 Employees are required to provide their correct home address and telephone number and to advise the Employer in writing of any changes to their address or telephone number. A call by the Employer to the telephone number on record will be deemed to be received by the employee and shall satisfy the obligation to provide notice to the employee under this Article. If the employee does not provide a telephone number then the Employer is not required to give notice under this Article and the employee will not be entitled to pay under this Article.

24.03 Call Back Pay

An employee called in for work outside their regular working hours shall be paid a minimum of three (3) hours at his straight time rate, provided the employee is willing to perform any work assigned to them. If overtime applies, the employee will be paid the three (3) hours at the applicable overtime rate.

ARTICLE 25 - INJURY ON THE JOB

- 25.01 In the event that an employee injured in the performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid for wages for the balance remaining of their shift. The

Employer shall provide and arrange for suitable transportation for the employee to a doctor or hospital at no cost to the employee.

25.02 Where suitable work is available, the Employer shall provide employment for employees who are physically disabled as a result of an accident on the job resulting from employment with the Employer.

25.03 The Employer hereby recognizes and agrees to abide by its duty to accommodate mentally and physically disabled employees, pursuant to the Ontario Human Rights Act.

ARTICLE 26 - HOLIDAYS

26.01 For the purpose of this Agreement, the following days are paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

26.02 The Civic Holiday in August is not a legislated holiday but recognized as a company designated holiday for employees. Employees will arrange to take this vacation either as a "floater" or receive another designated day off. For the purposes of this article a "floater" is defined as a substitute paid day off taken on a date other than a usual holiday or designated holiday date. The floater date becomes the new designated holiday. Each respective Operations Manager in conjunction with the site Human Resources Manager of the various business centres will determine and communicate the options for a 'holiday in lieu' in this instance.

26.03 To be paid for the holiday, the employee must work the last scheduled day of work before the statutory holiday and the first scheduled day of work after the holiday unless there is reasonable cause for the absence. Employees absent from work with an unscheduled leave without reasonable cause are not eligible.

- 26.04 The paid holiday day amount is calculated by multiplying current hourly rate of pay by the daily average hours worked over the four (4) week period immediately preceding the holiday. If vacation were taken during this four (4) week period, vacation hours paid during that period should also be included in the calculation of the average daily hours. Employees who qualify for public holiday entitlement can be full-time, part-time, permanent or on contract. They can also be students.
- 26.05 If a paid statutory holiday occurs during the employee's scheduled vacation, he/she may reduce the number of vacation days used to fill their vacation period request or add an additional paid holiday day to vacation time with prior approval of a member of the TAC Management.
- 26.06 Eligible employees wishing to take other religious holidays not recognized by Concentrix may choose to take those days as unpaid leave or vacation days. In this case a *Vacation Request Form* must be completed. Eligible employees are encouraged, where possible, to substitute a statutory holiday for religious holidays.
- 26.07 It is the intention of Concentrix to provide employees who are eligible for Holiday entitlement to receive a paid day off. If an employee is scheduled to work on a recognized statutory holiday, the employer and employee may agree in writing to work on the holiday, and he/she will be paid:
- Statutory holiday pay plus a premium rate of pay of one-time and one half (1.5) their normal rate of pay for the hours worked on the statutory holiday OR
 - His/her regular rate for hours worked on the holiday, plus they will receive another day off with public holiday pay. This amount is calculated based on the same formula as outlined in section 26.04.
- 26.08 In the event the holiday falls on a scheduled day off, eligible employees will receive another day off in lieu, at the option of employee. The day will be scheduled in such a way as to balance the employees' preferences with the business needs of the centre. A process will be followed to collect the time off requests for these lieu days. When the number of employee requests for the same day off exceeds business capacity and skills and abilities are relatively equal, seniority shall be the sole determining factor.

ARTICLE 27 - VACATIONS

27.01

Accrual of Vacation Time:

All employees are entitled to time off based on length of service from actual date of hire. Entitlement to vacation time can be determined by the chart below:

Category	On Completion Of	Vacation Time Entitlement
Employee	Up to 5 years	10 days vacation time off per year
	5 years but less than 10	15 days vacation time off per year
	10 years or more	20 days vacation time off per year

27.02

Milestones:

A milestone is reached on the 5th and 10th year anniversary date (from actual date of hire). Employees are eligible for additional vacation time off according to the *Entitlement Chart* above. The additional vacation time off only begins to accrue after the milestone date is reached.

Example:

Employees hired on January 10, 2002, will have completed five (5) years of service on January 10, 2007. Beginning on January 10, 2007, the employee will begin to accrue vacation time off at a rate of fifteen (15) days per year.

For 2007, the employee would accrue:

- (a) 10 days x 10 days vacation time off = .27 days vacation time off; 365 days;
- (b) 355 days x 15 days vacation time off = 14.58 days vacation time 365 days off;
- (c) Total. $0.27 + 14.48 = 14.85$ days vacation time off (rounded up to 15) In this case, the employee would be entitled to fifteen (15) days vacation time off in calendar year 2007.

Vacation Time:

- (a) **Vacation year:** The vacation year is the calendar year.
- (b) **New employees:** New employees of Concentrix must complete a minimum of 3 (three) months of continuous service from the date of hire before they become eligible to schedule vacation time. New employees must take all accrued vacation time off on or before December 31st of the year following the year of hire.

Example:

Employee is hired on May 10, 2002. On August 10, 2002, the employee becomes eligible to schedule vacation time off. If the employee remains employed until December 31, 2002, the employee will become entitled to a total of seven (7) days of vacation time off in respect of 2002 calculated as follows.

Vacation days for year 2002:

$$\frac{235 \text{ days}}{365 \text{ days}} \times 10 \text{ days vacation time off} = 6.43 \text{ (rounded up to 7).}$$

If the employee works for Concentrix for the duration of 2003, the employee will become entitled to an additional ten (10) days vacation time off in respect of 2003. The employee **MUST** take all accrued vacation time off in respect of 2002 and 2003 on or before December 31, 2003.

- (c) **When vacation time may be taken:** All employees, with the exception of new employees as described above, must take vacation time off in the calendar year it is earned.
- (d) **No carry-over of vacation time:** Subject to the applicable employment standards legislation, employees will not be allowed to carry-over unused vacation time off from one calendar year to the next calendar year. However, if an employee is unable to use accrued vacation time off due to Concentrix' business requirements, that employee may, with prior written approval of their manager, schedule vacation time off by July 31st of the next calendar year. Thereafter, vacation time off and vacation pay

earned in the previous calendar year in excess of the statutory minimum will be forfeited.

- (e) **Approval of vacation time:** Employees must request vacation time off by completing a Vacation Request Form and providing it to their manager for consideration. Every effort will be made to meet employee preferences for vacation time off, with consideration given to client service levels. Employees will not be allowed to take more than five (5) vacation days off before such vacation days off have been earned. Vacation days may not be borrowed from the following year vacation entitlement.

27.04 Vacation Pay:

- (a) **Timing and amount of vacation pay:** All employees (with the exception of casual employees, contract employees and employees who are, have been or plan to be on leave during the calendar year) will receive vacation pay equivalent to their regular base wages via direct deposit when vacation time off is taken.
- (b) **Vacation pay will be:**
 - i. Four (4) % of base wages for employees entitled to ten (10) days of vacation time off per calendar year; or,
 - ii. Six (6) % of base wages for employees entitled to fifteen (15) days of vacation time off per calendar year; or,
 - iii. Eight (8) % of base wages for employees entitled to twenty (20) days of vacation time off per calendar year.
- (c) **Vacation pay adjustments:** For purposes of vacation pay adjustments only, vacation pay is calculated on an employee's total wages for the calendar year in respect of which the vacation time off is earned. Total wages include base wages, commissions, overtime and incentive pay, but excludes payments pursuant to a benefit plan, income replacement plan and vacation pay previously paid. At the end of the calendar year, adjustments (if any) will be made to ensure that all employees receive vacation pay in accordance with their vacation entitlement.

Example #1:

The base salary of an employee is \$25,000 annually. The employee takes ten (10) days of vacation time and is paid

vacation pay during that time. The employee also earns incentive pay of \$1,250 in respect of the calendar year. The employee has already received four (4) % of base salary (\$1,000) as vacation pay during the ten (10) days vacation time off. The vacation pay the employee is entitled to receive for the vacation year is \$1,050 (4 % of \$26,250). Since the employee has only received \$1,000, the employee would receive an additional \$50 of vacation pay shortly after the calendar year.

Example #2:

The base salary of an employee is \$35,000 annually. The employee takes fifteen (15) days of vacation time off and is paid vacation pay equivalent to base salary during that time. The employee also earns incentive pay of \$2,000 in respect of the calendar year. The employee has already received six (6)% of base salary (\$2,100) as vacation pay during the fifteen (15) days vacation time off. In this instance, however, this employee would receive vacation pay on their incentive earnings in accordance with their vacation entitlement of six (6)% equaling \$120. (6% of \$2,000) thus exceeding the statutory minimum.

- (d) **Effect of no carry-over rule on vacation pay:** Subject to applicable provincial employment standards legislation, employees will not receive vacation pay for unused vacation time off in excess of the applicable statutory minimums, unless vacation carry-over is approved in writing by the employees direct Manager.

Example:

An employee who is eligible for fifteen (15) days of vacation time off during a calendar year takes only ten (10) days of vacation time. That employee will not be entitled to five (5) days vacation pay for accrued but unused vacation time off as they already received ten (10) days of vacation time off and four (4)% vacation pay.

- (e) **Leaves of absence:** Employees who have been, are, or are expecting to be, on unpaid leaves of absence (e.g., maternity leave, parental leave, emergency leave, sick leave, work related injury etc.) who would normally receive vacation pay equivalent to their base wages during vacation time will not receive an amount equivalent to their base wages as vacation pay. Rather, such employees will receive vacation pay calculated as a percentage of the total wages they earned during the calendar year in respect of which the vacation time off is earned.

Example:

An employee with three (3) years service who is entitled to two (2) weeks of vacation time is away on maternity and parental leave from February 1, 2003, until January 31, 2004. This employee does not take vacation time off in 2003. She will accrue ten (10) days vacation time off in 2003, but vacation pay will only be payable on total wages earned in January of 2003. If the employee schedules ten (10) days of vacation time off in February 2004 in respect of calendar year 2003, he/she will be paid vacation pay of four (4)% of her total wages earned in January 2003.

- (f) **Termination:** On leaving the employ of Concentrix, an employee will receive any accrued and unpaid vacation pay. If an employee has received vacation pay in advance of it being earned, a deduction will be made from the employee's final pay unless the reason for termination is a layoff. In the event that a negative balance remains in the vacation owing, the employee will be advised in writing of the vacation overpayment. The employee will be obligated to reimburse the Company by issuing a cheque payable to Concentrix Worldwide Inc. directed to the Payroll Department. These funds must be reimbursed to the Company within seven days of advisement.

27.05 Vacations requests for non-primetime (January 1 to May 27) for any calendar year may be submitted at any time during the period of November 15th through December 31st of the previous calendar year. Requests will be processed on a first come first serve basis. In the event more than one request is submitted on the same day; seniority will be the

determining factor. Requests will be approved or denied within one (1) weeks' time.

Vacation requests for primetime will be submitted prior to January 30th of the current calendar year. Requests will be answered by March 30th of the current calendar year. Any primetime vacation requests not received by the January 30th deadline will be reviewed and responded to once the bid is completed.

- 27.06 As an exception to the “no carry over” rule set out in Articles 27.03(d) and 27.04(e), Employees may be permitted to use up to two (2) vacation days from the preceding year for the exclusive purpose of taking vacation within the first week of January of the subsequent year. Such time may be used exclusively as a bridge between New Year’s Day and a weekend, and the days requested must be both New Year’s Day and a weekend day in order to be approved. Such vacation requests must be made and approved in accordance with the requirements of Article 27.05.

ARTICLE 28 - BENEFITS

- 28.01 The Employer provides a comprehensive Employee Benefit

Program to its full-time hourly employees and their dependents, where applicable. To be eligible to participate in the benefits program, employees must be permanent full-time, work a minimum of thirty (30) hours per week and have completed a six (6) month waiting period at the full-time employment status. An employee who has become eligible for benefits will have that eligibility reviewed if and when the employee has not worked a minimum thirty (30) hours per week for a period of eight consecutive weeks. At such time benefits eligibility will be reviewed and may cease at the Employer’s discretion. Summary plan descriptions are governing.

- 28.02 Benefits Program Overview:

All eligible employees who were hired prior to January 1, 2012, are initially offered our core benefits package that consists of the following:

- (a) **Extended Health Care:** Prescription Drugs, Vision Care, Hospital Expenses, Paramedical Services, Out-Of-Province/Country coverage and Medical Services and Supplies
- (b) **Dental Care*:** Preventative and Basic Procedures
- (c) **Basic Life Insurance:** Equal to 2 x employee's annual salary
- (d) **Dependent Life Insurance:** \$10,000 for a spouse and \$5,000 for a child
- (e) **Accidental Death & Dismemberment:** Equal to 1 x employee's annual salary
- (f) **Short-term Disability *:** Equal to 55% of the employee's gross monthly earnings; first 17 weeks covered by' Employment Insurance sick benefits, in accordance with Employer's practice
- (g) **Long-term Disability *:** Equal to 60% of the employee's gross monthly earnings, in accordance with Employer and carrier's practice
- (h) **Employee Assistance Program:** twenty-four (24) hour confidential counseling services

* These benefits are offered only after twelve (12) months of continuous service as a full-time employee.

New hires who commence employment after January 1, 2012, will follow the new company co-payment program implemented September 1, 2011.

- 28.03 There are four modules of Health and Dental coverage which are available to employees with either Single or Family coverage. See summary plan description for details.
- 28.04 Employees who joined the Company prior to January 1, 2012, will have their premiums for the Basic (Single/Family) plan paid on your behalf by the Company. Employees enrolled in the Enhanced (Single/Family) coverage must pay for additional cost(s) associated with the Enhanced coverage. These premiums are subject to change on an annual basis. Employees who joined the Company after January 1, 2012, will follow the new company co-payment program implemented September 1, 2011.
- 28.05 To be eligible for the Enhanced Health plan; employees must have been actively participating in the benefits plan effective January 1, 2012. Those employees not enrolled in the program will be canvassed to

determine if they wish to enroll within 31 days of ratification of the new collective agreement dated 2012. If an employee elects to no longer participate in the Enhanced Benefits plan, they will not be able to participate in future enrollment.

28.06 The employee may purchase additional Employee and/or Dependent Life Insurance and additional Employee and/or Dependent Accidental Death and Dismemberment Insurance at their own cost. These benefits are optional, and employees must apply for them. A medical questionnaire must be filled out and sent to the carrier for approval.

28.07 In addition to the vision benefits provided for under Article 28.02, effective January 11, 2026, the Employer will directly reimburse up to a maximum of \$100.00 (once every two years) for vision care expenses incurred by an employee for themselves and for any eligible dependant(s) who are covered by the core benefits package under Article 28.02.

Prior to accessing this benefit, the employee must first exhaust their vision care benefits provided for under Article 28.02. The Employee will be required to submit an original receipt in order to secure reimbursement under this Article.

ARTICLE 29 - PENSION PLAN

29.01 The Employer provides a pension plan to which each employee may contribute one (1) % to seven (7) % of his/her earnings including incentive, each pay cheque. The Employer matches fifty (50) % of employee contributions up to a maximum of three and one-half (3.5) %. The employee can also make additional voluntary contributions that will not be matched by the Employer. Lump sum contributions will also not be matched by the Employer.

29.02 The pension plan is available to all employees working seven hundred (700) or more hours per year, after completing twelve (12) months of continuous service. Eligible employees may join on April 1 or October 1 each year.

29.03 **When the employee leaves the Employer**

If the employee leaves prior to two years of being in the plan:

- The employee's contributions plus investment earnings are theirs to keep and they may choose to:

- Transfer to RRSP through Standard Life or another financial institution
- Transfer to new Employers plan
- Cash (taxed as income)

If the employee leaves after two years of being in the plan:

- The employee's contributions plus Employer's contributions plus investment earnings are theirs and they may choose to:
 - Transfer to locked-in RRSP
 - Use the assets in the plan to buy a pension
 - Cash (taxed as income)

ARTICLE 30 - TRAVELING ALLOWANCE

30.01 For the purposes of Article 30, the employee's "designated work location" shall be defined as the location to which they are regularly assigned to perform the duties of their role.

Travel time will be defined as that period of time to drive from the employee's designated work location to a training facility or other designated work location as assigned by the Company (and return). Travel time completed within normal hours of work will be paid at straight time and will include applicable bilingual premium. Travel time completed outside the limit of 44 hours within a workweek will be paid at time and a half (1.5) of the employee's base rate.

Where the employee's designated work location is 1189 Colonel Sam Drive, Oshawa, ON, and the employee chooses to travel from their home address in Ontario to a training facility/designated work location, travel time will be calculated based on the lesser of the distance between 1189 Colonel Sam Drive, Oshawa ON and the training facility/designated work location and the employee's home address and the training facility/designated work location. In such circumstances, one hour of travel time will be paid for each 60 km of travel required (including return).

Travel time for travel outside the Province of Ontario will not be reimbursed unless otherwise approved by the Company.

- 30.02 The daily meal allowance is \$65. With prior approval, employees will be reimbursed for the use of their personal vehicle at the rate as per company policy or a minimum of \$0.71 per kilometer.

ARTICLE 31 - EDUCATION SUPPORT

- 31.01 The Employer will support full time (over thirty (30) hours per week) employees in their pursuit of knowledge and career development by funding formal education programs and required licensing renewals.
- 31.02 Education support will be rendered to eligible employees for one hundred (100) % of the cost of tuition and books to a maximum of \$1,000 per calendar year based on the time of course completion. Courses must be related to current position or be beneficial to the overall success of the Employer.
- 31.03 Education support must be approved prior to course enrolment and commencement. Participants must achieve a minimum academic grade of seventy (70) % for the course to be deemed successfully completed and be company subsidized.

ARTICLE 32 - SUBSTANCE ABUSE

- 32.01 The Employer is committed to providing employees with a safe, pleasant and productive working environment. Any employee who reports for work under the influence of alcohol or controlled drugs will be asked to leave the premises immediately.
- 32.02 Any employee reporting to work under the influence of alcohol or controlled drugs will be asked to leave the premises immediately. Employees will be given assistance to ensure that they arrive home safely. Upon reporting back to work, the employee will be counseled by his/her manager and Human Resources. Employees who repeatedly report to work under the influence of alcohol or controlled drugs will be counseled and required to seek professional help. If, after continued counseling and requests to seek professional help, the employee's behavior does not change, termination may result.

ARTICLE 33 - SAVINGS CLAUSE

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason on any Federal, Provincial, or Municipal law now or existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder. The parties agree to promptly meet and negotiate changes to language made invalid by law.

ARTICLE 34 – CLOSURE

- 34.01 (a) The Employer agrees that, in the event of a permanent or partial closure of its facilities, it shall provide the Union with no less than three (3) months' notice in advance of the planned closure date. Such notice shall be in writing and shall indicate the reasons for a planned closure. The parties shall meet as soon as possible thereafter to discuss the planned closure and whether the Union can take any steps to avoid such.
- (b) Where an Employee's last day at work ("Termination Date") is expected to arise in advance of the planned closure date for the facility, the Employer will communicate the anticipated Termination Date to the Union at the time that it provides notice of the planned closure.
- 34.02 (a) In the event that an Employee's employment is terminated due to the permanent total or partial closure of the Employer's facilities, Employer shall pay the Employee two (2) week's regular non-overtime pay per year of each full and partial year of seniority, up to a maximum of fifty-two (52) weeks of pay as a severance payment, payable as a lump sum retiring allowance. It is agreed that this payment shall be inclusive and exhaustive of the Employee's notice and severance entitlements under the *Employment Standards Act, 2000*, as amended, and otherwise at law, and that no further claim may be made in respect of the Employee's termination, either under this agreement or otherwise at law. This amount shall be payable within the pay period following the employee's Termination Date.
- (b) In the event that the Employee's notice and severance entitlements under the *Employment Standards Act, 2000* exceed those payable under Article xx.02(a) above, it is agreed that the Employee shall receive those entitlements in lieu of the amounts provided for in Article xx.01(a) above,

and that that payment shall fully exhaust the employee's notice and severance entitlements on termination.

- 34.03 The Employer agrees to continue Employee health and dental benefits as provided for under Article 28 of this agreement, subject to the terms and conditions of the benefits plan applicable to the Employee at the time of termination, for a period of three (3) months following the Employee's Termination Date. Entitlement to Life Insurance, Accidental Death & Dismemberment, Long-Term and Short-Term disability benefits shall extinguish at the conclusion of the Employee's statutory notice period under the *Employment Standards Act, 2000*.

ARTICLE 35 – OFFSITE ASSIGNMENT

Where an Employee regularly covered by this Agreement is assigned to work offsite or at a work location other than 1189 Colonel Sam Drive, Oshawa, ON, it is agreed that they shall remain covered by this Agreement for the duration of that assignment. This Article shall in no way be read or interpreted to expand the scope of the Union's bargaining rights beyond those conveyed in Article 2 of this Agreement.

ARTICLE 36 — TERM OF AGREEMENT

This Agreement shall become effective as of **January 11, 2025 and** shall continue in effect up to and including the **10th day of January 2028** at which time it shall be automatically renewed unless either party gives notice to the other not more than ninety (90) days prior to the expiry date of its desire to enter into negotiations for the revision or renewal of all or any part of this Agreement and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure a renewal.

In the event that negotiations for the renewal of this Agreement continue past the expiry date, the provisions of this Agreement shall continue in full force and effect until such renewal is effected or until conciliation procedures under the Ontario Labour Relations Act have been exhausted.

In witness thereof, the Parties have executed this Agreement on this ____ day of _____, 2025.

Signed on behalf of the Company	Signed on behalf of the Union
<i>Natalie Paris</i> Director, People Solutions Natalie Paris 8/26/2025 Date	 National Representative, Unifor Shayne Fields 9/8/2025 Date
<i>Shazeeda Ryan</i> Senior Account Manager Shazeeda Ryan 8/26/2025 Date	<i>Marcel Desjardins</i> Union Representative Marcel Desjardins Date
<i>Amanda Bruce</i> Site Director Amanda Bruce 8/26/2025 Date	<i>Alexander Michaud</i> Union Representative Alexander Michaud 09/02/2025 Date
<i>Heather VanSickle-Hirst</i> People Solutions Business Partner Heather VanSickle-Hirst 8/27/2025 Date	

LETTER OF UNDERSTANDING NO. 1

VIOLENCE AGAINST WOMEN

During the current negotiations the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

LETTER OF UNDERSTANDING NO. 2

MINUTE OF SILENCE — MONTREAL MASSACRE

The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on December 6th of each year in observation of the women killed in the Montreal Massacre.

LETTER OF UNDERSTANDING NO. 3

EDUCATIONAL SUPPORT

During negotiations the parties agreed to conduct a Training Needs Analysis within the TAC department. The goal is to develop a training matrix. Both parties further recognize that appropriate training needs will be addressed in order to better serve the business needs. Training issues can be raised through the TAC Committee.

LETTER OF UNDERSTANDING NO. 4

ERGONOMICS

The Company commits to supplying an ergonomic chair upon receipt of a recommendation from a physician. The Company further commits to entering discussions with the customer surrounding the need to upgrade the chairs in the TAC Department in general.

LETTER OF UNDERSTANDING NO. 5

NATIONAL DAY OF MOURNING

The Company agrees to allow employees one (1) minute silence at 11:00 a.m. on April 28th of each year in observation of those workers killed on the job.

LETTER OF UNDERSTANDING NO. 6

SCHEDULING COMMITTEE

During 2006 negotiations between Concentrix and the Union, the Union expressed the desire to introduce an alternate shift schedule involving possible rotations among the employees. The parties are committed to working towards scheduling guidelines to meet the needs of both parties.

It is anticipated that the schedule will be implemented as a pilot for a ninety calendar day period unless the performance of the group does not meet quality and service level commitments, as determined by the Company. Performance must also meet the minimum GM Client contractual requirements. The Company will determine the minimum coverage required.

In the event that the pilot is unsuccessful the provisions in Article 20 will apply, the parties will continue to review alternate options.

There will be a scheduling committee comprised of two (2) union representatives and two (2) management representatives. One of management's

representatives will be assigned from the Company's Workforce and Human Resources departments. The committee will meet monthly as required at the request of the union. The first meeting will take place on or before February 1, 2007. The purpose of the committee will be to develop a mutually agreed to schedule and to meet thereafter with a continuous improvement agenda.

The committee will meet monthly as required at the request of the union. The first meeting will take place on or before February 1, 2007.

The Union will conduct a closed ballot vote obtaining a minimum of 50%, plus 1% approval prior to the new scheduling option being introduced.

The Union will have the ability to dissolve the process at any time prior to new scheduling being introduced.

LETTER OF UNDERSTANDING NO. 7 **INCENTIVE PROGRAM**

The semi-annual incentive budget will be 6% of group eligible earnings. Employees can earn up to 6% of their eligible earnings.

Individual performance will be compensated as per Appendix A — Incentive.

In the event of an incentive surplus after incentive from Appendix A — Incentive is calculated; the surplus will be apportioned based on the individual's percentage of the budget already calculated.

It is understood that in the event of an incentive surplus of the group eligible earnings, individual employees may be paid more than 6% of their eligible earnings.

All payments are subject to deductions required by law.

Semi-annual incentive payments shall be made to employees by no later than June 30th and December 31st each calendar year.

LETTER OF UNDERSTANDING NO. 8

UNION MANAGEMENT RELATIONSHIP

During the 2007 and negotiations the company is committed to working towards improving the working relationship between the company and the union.

To that end the Concentrix Executive Director of Human Resources will meet with the local management and the union personally and as often as necessary to ensure improvements in this area.

LETTER OF UNDERSTANDING NO. 9

STAFFING DURING REDUCED WORK WEEKS

During the 2009 negotiations the parties spent a considerable amount of time discussing the hiring of part-time staff (employees hired with a typical work week of 29 hours or less). The company agrees for the life of the collective agreement not to increase the number of client required TAC consultants while working a reduced work week. It is not the company's intent to change the status of full-time employees to part-time, therefore eligible full-time benefits will stay intact.

LETTER OF UNDERSTANDING NO. 10

MAXIMUM RATE INCREASES

Ceases with the ratification of the new collective agreement dated 2012.

LETTER OF UNDERSTANDING NO. 11

TECHNOLOGICAL INVESTIGATION

The Employer agrees that it shall perform a Performance Monitoring Investigation in order to determine whether there are equipment concerns which are causing significant impacts to the services provided by Employees to the customers. Such an investigation will include an observation of how work is performed and whether any impacts are caused by the technology in use.

Where such impacts are identified, the Employer will investigate the sources of these impacts to determine whether they are related to the Employer's own processes and

whether such issues can be addressed. Within 60 days of the conclusion of this investigation, the Employer will report its findings to the Union and what steps, if any, it will be taking to address these concerns.

LETTER OF UNDERSTANDING NO. 12

SHIFT BIDS

During negotiations for a renewal collective agreement in 2019, the Union and the Company spent considerable time discussing the role played by seniority in employee scheduling.

The Union and the Company agree that, in order to give greater weight to seniority in the scheduling process, employees shall be divided into two employee lists in the shift bid process based on their status as unilingual or bilingual. Employees will be permitted to select shifts in the shift bid process on the basis of their seniority on their respective seniority list, irrespective of their areas of specialization.

The Company shall retain the right to determine the daily hours of work and master schedule, subject to the terms of the Collective Agreement.

For the purposes of implementing this Letter of Understanding, it is agreed that the Company will hold a shift bid within thirty (30) days of ratification.

LETTER OF UNDERSTANDING NO. 13

VACATION REQUESTS

During negotiations for a renewal collective agreement in 2019, the Union and the Company discussed vacation scheduling and the ability of the Company to schedule more employees off for vacation where client service level requirements permit.

The Company agrees that, where an employee's vacation requests have been denied, the employee may resubmit those requests for further consideration close to the requested vacation dates. The Company will consider those vacation request and will respond in accordance with the timelines provided for under Article 27.05 of the Collective Agreement. The granting of vacation requests will remain subject to the Company's ability to meet client service level requests.

LETTER OF UNDERSTANDING NO. 14

BREAKS

Under Article 20.05 of the Collective Agreement, employees who work a shift of eight (8) hours are entitled to one unpaid break and one paid break. It is the Company's practice that, where an employee arrives late to work, he or she shall be disentitled to his or her paid break.

It is agreed that for the duration of this Collective Agreement, an employee who arrives late for non-culpable reasons will be entitled to his or her paid break, subject to Managerial approval. Approval shall not be unreasonably withheld.

It is agreed that employees who are routinely late may be denied their paid break.

LETTER OF UNDERSTANDING NO. 15

EMERGENCY LEAVE UNDER ARTICLE 12.08

The Union and the Company agree that, should the Provincial Government amend the *Employment Standards Act, 2000* during the life of this agreement to introduce paid sick leave, bereavement leave, or personal emergency leave, or to increase the number of unpaid leave days permitted for those purposes, Article 12.08 shall be amended to reflect those improved benefits under the *Employment Standards Act, 2000*.

Such amendments to the Collective Agreement shall take effect immediately upon the coming into force of the legislative amendments.

For example, if the Provincial Government amends these entitlements to include two (2) paid days of emergency leave and eight (8) cumulative unpaid days of emergency leave, sick leave, and bereavement leave, the Collective Agreement will provide for two (2) paid days of emergency leave and eight (8) unpaid days of emergency leave.

The intention of the parties is that, where the entitlements of the *Employment Standards Act, 2000* are greater than those provided for under Article 12.08, the *Employment Standards Act, 2000* shall operate instead of, and not in addition to, the provisions of Article 12.08.

LETTER OF UNDERSTANDING NO. 16

OVERNIGHT AND EXTENDED TRAVEL

It is understood that, on an infrequent basis, the Company may require or may provide employees with the opportunity to attend conferences or special training and development opportunities which could require the employees to incur expenses for airfare, hotels, meals, and other incidentals.

On permission of the Company, where an employee engages in such travel, he or she may qualify for a cash advance to cover travel expenses such as meals, taxis, and other incidentals. Should an employee require a cash advance he or she is to inform his or her direct supervisor and local Human Resources team at least three (3) weeks in advance of the anticipated travel date. The Human Resources team will provide the employee with guidance on how to apply for a cash advance.

Once the employee has returned from his or her travel, he or she will be required to provide receipts to demonstrate how any cash advance was utilized and will be required to return any unused funds from the cash advance.

For airfare and hotel expenses, the employee shall work with their local Human Resources team to arrange for these expenses to be covered by the Company. Bookings for airfare and hotel expenses is to occur only with the permission of the Company, and no less than two (2) weeks in advance of the anticipated travel date.

LETTER OF UNDERSTANDING NO. 17

Where the Company requires personnel to perform New Hire Onboarding Training for newly hired employees, the Company may seek volunteers from the bargaining unit to perform this training.

Where no volunteer comes forward, or where the volunteers who come forward are deemed not to have the requisite skills, abilities, or qualifications to perform the required training, the Company may secure the services of an outside training resource for this purpose.

Where an employee is conducting New Hire Onboarding Training, this will be reflected on the weekly schedule so that their availability is known throughout the workplace.

LETTER OF UNDERSTANDING NO. 18

JOINT HEALTH AND SAFETY COMMITTEE – CERTIFICATION PROGRAM

Pursuant to Article 14.04 of the Collective Agreement, all members of the Joint Health and Safety Committee (JHSC) are required to be enrolled in a certification program within ninety (90) days of their appointment to this role.

It is agreed that where the Union chooses to remove and replace its representatives on the JHSC, the Union and the Company shall equally share the costs of the certification program.

Where a Union representative chooses to step down from the JHSC, resigns from his or her employment with the Company, commences an unpaid leave of absence lasting greater than thirty (30) days, or loses his or her seniority for reasons enumerated under Article 11.07 of the Collective Agreement, the Company shall bear the full (100%) cost of the certification program for a new Union representative on the JHSC.

LETTER OF UNDERSTANDING NO. 19

MANDATORY WORK ON PUBLIC HOLIDAYS

The Union recognizes that work volumes are controlled by and communicated to the Company by the Customer, and that the Company determines its staffing needs on paid Holidays based on these anticipated work volumes.

The Company recognizes that employees derive a benefit from receiving paid Holidays away from work and will schedule work on paid Holidays only in order to meet the anticipated work volumes communicated to it by the Customer.

Where the Company intends to schedule work on paid Holidays, it will first provide employees the opportunity to volunteer for this work. Notice of the Company's requirements will be provided to the employees no less than six (6) business days prior to the paid Holiday. Volunteers will be scheduled based on their relative seniority in the bargaining unit, subject only to the Company's need to meet the Customer's language-based workload requirements.

If scheduling needs remain after all volunteers have been scheduled, employees will be scheduled to work on a paid Holiday in order of reverse seniority, subject only to the Company's need to meet the Customer's language-based workload requirements.

An employee who works on a paid Holiday is entitled to elect payment or an alternate day off work in accordance with Article 26.07 or may elect to use their paid Holiday for the purposes of a religious holiday in accordance with Article 26.06.

Employees who elect to receive a day off in lieu of the paid Holiday are to complete a Preference Sheet identifying their preferred alternate date on which they intend to receive their day off work with holiday pay. The Company will endeavour to grant such requests in accordance with the Employee's preferences, subject only to staffing needs.

SCHEDULE “A” - WAGES

Effective Date	Hire Rate	Level 1 (three month rate)	Level 2 (1 year rate)	Level 3 (3 year rate)	Maximum Rate (5 year rate)
Existing Rate	\$28.63	\$29.90	\$31.53	\$33.62	\$35.79
January 11, 2025	\$29.40	\$30.71	\$32.38	\$34.53	\$36.76
January 11, 2026	\$30.19	\$31.54	\$33.26	\$35.46	\$37.75
January 11, 2027	\$31.01	\$32.39	\$34.15	\$36.42	\$38.77

APPENDIX “A” – INCENTIVE

1) Individual Assessment:

TAC **CSAT** Top Box Score **Meets Client** Target

50 Points

2) Case resolution and case management- Team leader assessment:

Based on an average score of **2** random case reviews by the leader per month

All case resolutions created or used by consultants are eligible for scoring:

<60%	0 Points	
60-69%	30 Points	
70-79%	40 Points	
80-100%	50 Points	/50

Total Points = 100 Points

- **Performance review to be discussed during monthly coaching sessions**
- **Employees to be provided with access to their performance results through client tools**
- Union representation upon request to review questions on individual incentive calculations and assessment panel review sessions

APPENDIX “B” – CHEF DOCUMENT

[TO BE INSERTED]