

MEMORANDUM OF SETTLEMENT

BETWEEN:

EXPERTECH NETWORK INSTALLATION INC.

(the "Company")

and

UNIFOR

(the "Union")

WHEREAS the Union filed individual grievances on behalf of three employees covered by the Craft and Services Employees Collective Agreement concerning the issue of their eligibility for short-term disability (STD) benefits ("the Grievances");

AND WHEREAS the Union also represents employees under the Clerical and Associated Employees Collective Agreement;

AND WHEREAS the issue of disability benefits for active employees age 65 years and older was discussed by the parties at the Joint Labour Relations Committee on November 14, 2019;

AND WHEREAS the Union does not dispute the age-based distinctions contained in any other benefit plans, including but not limited to in the pension plan and long-term disability plan;

AND WHEREAS the Union and Company agree that this Memorandum is applicable to any other grievances concerning the issue of short-term disability benefits for active employees age 65 years and older that have been filed under the Craft and Services Employees or Clerical and Associated Employees Collective Agreements prior to the date of full execution of this Memorandum ("Other Related Grievances");

AND WHEREAS the parties wish to enter into a full and final settlement of any and all issues related to the Grievances, and any matter that could have been raised in the Grievances, without the involvement of arbitration proceedings and/or proceedings under the *Canadian Human Rights Act*;

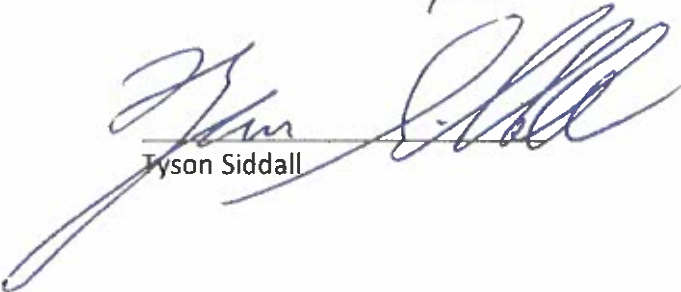
NOW THEREFORE the parties agree as follows:

1. The recitals form an integral part of this Memorandum.
2. The Company will provide STD benefits to active Craft and Services and Clerical and Associated Employees commencing at age 65 and terminating at age 71 as follows:
 - a. Subject to 2b, the STD plan will provide benefits beginning on the 8th consecutive calendar day of absence, to a total maximum of 26 weeks, according to the schedule of STD benefits set out in the Income Protection Program in effect at the relevant time.
 - b. For each period of disability, an employee will be entitled to receive a maximum of 15 weeks of STD benefits. For each new period of disability, the employee will only be able to qualify to receive further STD benefits after having returned actively to work for a minimum period of ninety (90) consecutive days without any sickness absence or unauthorized absence.
 - c. For clarity, an employee's entitlement to receive STD benefits is capped at a total of 26 weeks of disability for the entire 6 year period commencing at the age of 65 and terminating at the age of 71, without regard for whether the disability period(s) are consecutive or not.
 - d. Approval for the STD benefits in this paragraph is subject to an employee meeting the eligibility conditions set out in the Income Protection Program in effect at the relevant time.
3. The Company agrees to review the disability related absences that are the subject of the Grievances under the terms of the STD benefits set out in paragraph 2 above.
4. The Grievances and Other Related Grievances may be pursued by the Union in accordance with the terms of the grievance and arbitration procedures of the collective agreement if they remain denied after the review in paragraph 3 above. An award issued by an Arbitrator shall be subject to the terms of the STD benefits as set in paragraph 2 above.
5. The Union will not initiate, file or support any further grievances or legal proceedings before any arbitrator or the Canadian Human Rights Commission/Tribunal to challenge the legality of the benefits offered to active employees age 65 years and older who are covered by the Collective Agreements. In the event any such proceeding is initiated by an employee covered by the Collective Agreements, the Union will notify the Commission/Tribunal that the issues has been conclusively settled between the parties and the Union agrees that the program of benefits offered to employees age 65 years and older is in compliance with the applicable provisions of the respective Collective Agreements, including article 2.02, and the *Canadian Human Rights Act*.
6. It is understood that this Memorandum does not prevent the Company from modifying any of the above plans upon satisfying the conditions set out in Article 25, or any other Articles

of the respective Collective Agreements, subject to the Union's right to file a grievance. It is also understood that this Memorandum does not alter the respective rights or obligations of the parties set out in Article 25 of the respective Collective Agreements.

7. Should the Union contravene any of the undertakings set out in paragraph 5 above, the Company may rely on this Memorandum and seek to bar any such grievance or other proceedings.
8. This Memorandum is entered into without any admission of wrongdoing by either party and without any agreement by the Company with any of the allegations contained in the Grievances.
9. The parties agree that this Memorandum is without prejudice or precedent and will not be referred to or relied on in any proceeding, save and except one taken to enforce its terms.
10. To the extent necessary, the parties agree that this Memorandum is enforceable under the grievance and arbitration provisions of the respective Collective Agreements.

DATED at Toronto, this 18 day of December, 2019.



Tyson Siddall



Erin Chedd