



COLLECTIVE AGREEMENT

Between

EURAMAX CANADA, INC. / OMNIMAX INTERNATIONAL, LLC
(Hereinafter called the “Company”)

And

UNIFOR
And its
LOCAL 542
(Herein called the “Union”)

November 1, 2023 – October 31, 2026




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ARTICLE 1 – GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages, for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

2:01 The Company recognizes the Union as the sole Collective Bargaining agent for all employees for the Company at Barrie, Ontario save and except supervisors, persons above the rank of supervisor, office and sales staff.

2:02 The Company agrees that normally all persons excluded from the Bargaining Unit will not perform work normally performed by members of the Bargaining Unit, except for purposes of instruction, experimenting, or in the case of emergencies when qualified employees are not available, and after notification to the Union.

In the event the Company intends to contract out work normally performed by the bargaining unit which would cause the permanent layoff of an employee on the seniority list as of Nov. 26, 2020, the Company will:

- a) Provide 90 days advance notice to the bargaining committee;
- b) Meet with the Bargaining Committee to explain the business justification for contracting out;
- c) Consider any input from the Bargaining Committee as to how the bargaining unit could perform the subject work as competitively as the third party having regard to all relevant factors;
- d) Consider retaining the work at the Barrie plant if the Company is satisfied that it can be performed competitively in Barrie having regard to all relevant factors.

In the execution of the above, the Company will share all relevant information with the Bargaining Committee. The parties will hold all discussions and the content thereof in confidence until a final decision is announced.

Where the Company decides to conduct experimental bargaining unit work, a bargaining unit employee will be present for such work and will perform related tasks as assigned.

2:03 In the event the Company moves any or all of its operations to a new company facility within 200 km, the employees affected will have the right to transfer to positions for which they are qualified at the new facility. The employees must notify the Company of their acceptance within fourteen (14) days of the offer.

ARTICLE 3 – NO DISCRIMINATION

3:01 Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Management and employees must not engage in discrimination or harassment because of prohibited grounds. Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap. Prohibited grounds shall be interpreted in accordance with and subject to the provisions of the Ontario Human Rights Code.

As such, both the Company and Union agree to abide by the provisions of the Ontario Human Rights Code.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.

The pursuit of frivolous allegations of Human Rights violations has a detrimental effect on the spirit and the intent for which this policy was rightfully developed, and should be discouraged.

Any member of the Union who feels they have been subject to harassment, discrimination, interference, or coercion may file a complaint with the Human Resource Department or a member of the Management Team. Any confirmed allegations of the above harassment/discrimination may result in discipline up to and including termination. Annual training will be conducted for all company employees to ensure awareness of the Ontario Human Rights Code.

3:02 The Union agrees that there will be no interference, restraint, or coercion exercised or practiced upon employees of the Company or any of its members or representatives.

3:03 All references to gender in this Agreement will be read as applying to both males and females where the context would apply.

ARTICLE 4 – DEDUCTION OF UNION DUES

4:01 During the life of this Agreement, the Company will deduct from the pay of each present and future employee an amount equal to the regularly-established dues of the Union. As a condition of employment, each present employee and each new employee on being hired will remain a member of the Union and will be required to sign an authorization for such payroll deductions.

4:02 The Company will not be responsible for the collection of any dues where, because of absence from work, the employee has no earnings in the pay period in which union dues are deducted as stated in 4:01 above. Deductions will be made from annual vacation pay on the basis of one (1) week's dues for each week of paid vacation.

4:03 It is understood and agreed that the Union will indemnify and save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

4:04 Immediately following execution of this Agreement, the Union shall certify in writing to the Company the amount of Union dues and the name and address of the Local Union Financial Secretary to whom such deductions are to be sent. Thereafter, any changes in such amount or in the name or address of the Local Union Financial Secretary shall be certified in writing to the Company by the Union.

4:05 The Company shall remit the said amount of Union dues to the Local Union prior to the tenth (10) day of each month following the month in which Union dues were deducted, together with a list of employees from whom such deductions were made and a record of the weeks pertaining to such deductions.

ARTICLE 5 – MANAGEMENT RIGHTS

5:01 The union acknowledges that it is the exclusive function of the Company to:

(a) Maintain order and efficiency.

(b) Hire, promote, demote, classify, transfer and discipline employees for just cause provided that a claim by an employee of discriminatory promotion, demotion, classification or transfer, or that he has been disciplined or discharged without just cause, will be the subject matter of a grievance and dealt with as hereinafter provided.

(c) Generally to manage the business in which the Company is engaged and without restricting the generality of the foregoing to determine the kinds and locations of plants, the products to be manufactured, methods of manufacturing, the schedules of production, the kinds and locations of machines and tools to be used, the engineering and designing of its products and the control of materials to be used in the products produced.

(d) Make and alter from time to time reasonable rules and regulations to be observed by its employees which rules and regulations shall not be inconsistent with the provisions of this Agreement or applicable legislation.

ARTICLE 6 – UNION REPRESENTATION

6:01 The Company acknowledges the right of the union to elect or otherwise appoint stewards, one (1) steward for each shift and a Chairperson or in their absence, their alternate to assist employees in presenting their grievances to the representative of the Company. In addition to the above one (1) additional steward to cover the shipping, warehouse, compound and maintenance departments.

6:02 The name and area of each of the stewards, from time to time selected, shall be given to the Human Resources Manager in writing and the Company shall not be required to recognize any such steward until it has been so notified.

6:02(A) The Union will fill vacancies for such stewards as soon as possible.

6:03 The Company will advise the Union in writing of the names of its supervisors and supervisory staff and will instruct them to co-operate with the stewards in carrying out the terms and requirements of this Agreement.

6:04 It is understood and agreed that all stewards shall be employees of the Company. The Union acknowledges that stewards have regular duties to perform on behalf of the Company and that such persons will not leave these duties to carry out any activities provided for under this Agreement without first obtaining permission from their supervisor. The Company agrees that such permission shall not be unreasonably withheld.

6:05 The Company will compensate stewards for all time spent during working hours carrying out their duties, as hereinafter provided in this Agreement.

6:06 The Chairperson will be assigned work on the 8 hour day shift and will maintain their classification and regular rate of pay. The Chairperson will have super-seniority for purposes of layoff provided that the Chairperson is qualified and can perform an available job.

6:07 The Company and Union will conduct an annual Labour/Management meeting, with up to three representatives each. The number of representatives and meetings may be increased by mutual agreement, but meetings will be held no more than quarterly. It is agreed by the parties that should the National Representative request a meeting of the Labor/Management representatives that one will be scheduled within ten (10) days.

The purpose of the meeting shall be to discuss matters including issues affecting the Company's business, improved methods or processes, and the performance of the plant. The meeting shall not involve discussion of matters which have been or could be made the subject of a Grievance under Article 9.

If the Union has a particular matter(s) which it wishes to discuss at the meeting, it will provide a list of such items to the Human Resources Manager not later than 48 hours prior to the meeting so that the discussion at the meeting can be as productive as possible.

ARTICLE 7 - NEGOTIATING COMMITTEE

7:01 The Company acknowledges the right of the Union to elect or otherwise select a Negotiating Committee of three (3) employees whose duties will be to meet with the Company with the assistance of a full-time representative of the Union to negotiate any changes necessary to the Agreement during the life of the Agreement and/or modifications to the Agreement upon its expiry as hereinafter provided.

7:02 Three (3) members of the Negotiating Committee will be granted up to a combined total of three hundred (300) hours pay for time lost from their regular scheduled work, when actively involved in negotiations.

Committee members will be paid one (1) hour prior to and one (1) hour following each negotiation meeting that they attend with the Company representatives.

7:03 The Company will provide a draft of the Agreement within thirty (30) days of ratification for Union approval.

Within sixty (60) days of ratification, the Company will provide copies of the Collective Agreement to the Union and all Employees. The Company will also provide a final electronic copy to the Union.

Extra copies will also be printed for the Union and Management as necessary for the ongoing Collective Agreement administration.

ARTICLE 8 - NO STRIKES - NO LOCKOUTS

8:01 The Company agrees that it will not cause any lockout of its employees and the Union agrees that it will not cause any strike or slow down of its members during the life of this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURES

Step I

9:01 It is the mutual desire of the parties, that complaints of employees shall be adjusted as quickly as possible. Both parties, therefore, recognize that supervisors shall be informed as quickly as possible by the steward, employee, or both, of any complaint. Under ordinary circumstances, a grievance does not exist until the supervisor has had adequate time to investigate and deal with this complaint.

It shall be mandatory that the supervisor and the steward concerned fully discuss the complaint and make a positive effort to resolve the complaint.

In the event no satisfactory settlement is reached, the employee's steward shall state the grievance of the employee in writing on three (3) copies of the grievance form signed by the grievor(s) and deliver such copies to the immediate supervisor. The supervisor shall state their decision in writing on all such copies and deliver a copy to the grievor, the grievor's steward, and the Manager of the area within two (2) working days and it is understood that two (2) working days will be deemed sufficient time to cover Step One of the Grievance Procedure in its entirety.

The Company will endeavor to ensure that the original union representative remains involved throughout the grievance procedure.

No Grievance shall be considered arising from a complaint that was not lodged within ten (10) working days after the cause of the complaint shall have become known.

Step II

9:02 If the grievance is not settled satisfactorily, the steward shall, within three (3) working days after the answer of the Supervisor, refer the grievance to the Manager of the area. The Manager will arrange a meeting with the Chairperson, the grievor and their steward within three (3) working days from the receipt of the grievance. The Manager shall render their decision in writing within three (3) working days of this meeting.

Step III

9:03 If the grievance is not settled satisfactorily, the Chairperson shall within three (3) working days of receipt of the answer of the Manager, refer the grievance to the Human Resources Manager. The Human Resources Manager or their designate, will then arrange a meeting within five (5) working days to discuss the grievor's complaint with the Union. The Union shall be represented at such meeting by a grievance committee composed of the grievor's steward, the chairperson and, at the request of either party, a full time representative of the Union. At the request of the Union, the grievor may be present at such meeting to assist in putting forward particulars of their complaint. Within five (5) working days after such meeting, the Human Resources Manager shall state the decision of the Company in writing on all three (3) copies of the grievance, forwarding one (1) copy to the grievor, one (1) to the Chairperson and retaining one (1) copy.

Step IV

9:04 If the grievance is still not settled satisfactorily, the Union may refer the grievances to arbitration by writing to the Human Resources Manager within one (1) month of receipt of their answer. While awaiting arbitration, the parties may mutually agree to refer the grievance to the Mediator.

9:05 Grievances which allege a misinterpretation or violation of a provision of this Contract and which could not otherwise be resolved at the lower steps of the Grievance Procedure, because of the nature of the subject matter, will be filed at Step Three of the Grievance Procedure, by either party and will be processed in accordance with provisions set out in the Grievance and Arbitration Procedures.

9:06 Time limits set out in this section may be extended by mutual agreement in writing.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10:01 A Claim by an employee that he has been discharged from their employment or disciplined without just cause shall be processed as a grievance beginning at Step Two of the Grievance Procedure. Such a grievance must be submitted within five (5) working days after the date of such discharge or discipline.

10:02 A discharged or disciplined employee shall have the right to discuss the matter with their steward privately for thirty (30) minutes before leaving the premises of the Company.

10:03 A discharge or discipline grievance may be settled by confirming the Company action against the employee, or by reinstating the employee with full rights and compensation for time lost, or by any other arrangements which are just and equitable in the opinion of the parties to this Agreement or an Arbitrator.

10:04 Provided an employee does not incur further disciplinary action within the period stated, it is agreed that all verbal warnings will be stricken from an employee's record after three (3) months from its occurrence; written warnings will be stricken from an employee's record six (6) months from its occurrence, and suspensions removed from an employee's record nine (9) months from its occurrence.

10:05 No disciplinary action shall be taken ten (10) working days after the cause has become known or upon notice to the Union of an investigation, which will not exceed fifteen (15) days total, unless extended by mutual agreement.

ARTICLE 11 - ARBITRATION

11:01 When either party refers a grievance to arbitration, the letter of referral shall also include the name or names of persons suggested to act as a single Arbitrator to consider the grievance. Within five (5) working days thereafter, the other party shall submit in writing to the grieving party, either agreement to the name of an Arbitrator so suggested or an alternative name or names of persons to act as Arbitrator. If within five (5) working days thereafter the parties cannot agree to the selection of an Arbitrator, then both parties agree to request that such selection be made by the Ontario Labour Management Arbitration Commission of the Ontario Department of Labour.

11:02 The Arbitrator selected in accordance with the provisions of Section 11:01 shall be requested to proceed with arbitration procedure as expeditiously as possible.

11:03 No person may be selected as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11:04 No matter may be submitted to arbitration which has not been processed through all the steps of the grievance procedure as heretofore set out, unless otherwise mutually agreed upon in writing.

11:05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement nor to alter, modify or amend any part of this Agreement, or to deal with any matter not covered by this Agreement.

11:06 The decision of an Arbitrator shall be final and binding on the parties to this Agreement.

11:07 The parties will jointly bear the expenses of the Arbitrator.

11:08 During the arbitration proceedings arrangements will be made, if necessary, to permit the Arbitrator and the parties involved in the dispute access to the plant to review any disputed operation and/or plant equipment and to confer with any witnesses.

11:09 Notwithstanding the arbitration procedure outlined above, it is understood that the Union or the Company has the right to utilize Section 49 of the Labour Relations Act at their option.

ARTICLE 12-SENIORITY

12:01 Seniority, as referred to in this Agreement, shall mean length of service in the employ of the Company in the bargaining unit.

12:02 The Company recognizes that employees are entitled to an equitable measure of job security based on seniority. Seniority shall not be regarded as broken by lay off, sickness, accidental injury or leave of absence, unless lost under a specific term of this Agreement.

12:03 An employee will be considered on probation and will not have seniority standing until they have worked for the Company for a period of 90 calendar days. Thereafter, an employee's seniority date shall be established at date 90 calendar days prior to the date they complete their probationary period.

The employee signed on first by the employer shall have the sign on date as their seniority date after the probation period.

12:04 Seniority shall terminate and an employee shall cease to be employed by the Company when they:

- (a) voluntarily quit their employment with the Company;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) has been laid off for a continuous period in excess of one (1) year for employees with less than two (2) years' seniority at the time of lay off; or, thirty (30) months for employees with more than two (2) years' seniority at time of lay off;
- (d) upon being recalled, fails to communicate with the Company within five (5) working days or having communicated with the Company, fails to report for work within three (3) work days from the date of the communication with the Company, except where extenuating circumstances existed which prevented the employee from communicating with the Company;
- (e) fails to return to work upon the termination of an authorized leave of absence, unless an acceptable reason for failing to return is given.

(f) is absent without authorization for a period of five (5) working days unless an acceptable reason for absence is given.

(g) If a bargaining unit employee accepts a position in management, they will relinquish all accumulated seniority and recall rights within the bargaining unit.

12:05 Lay off

(a) The term "temporary lay off" as used in this Agreement shall be deemed to be a lay off of five (5) working days or less.

(b) The term "extended lay off" shall be deemed to mean a lay off of more than five (5) full working days.

12:06 Temporary Lay off

(a) Temporary lay off shall be confined to the employees in a specific department.

(b) When work is required in a department affected by a lay off, qualified employees will be retained on the basis of seniority within the department.

(c) All probationary employees within the department affected, shall be laid off prior to employees who have attained seniority status.

(d) Employees laid off pursuant to this section shall not be entitled to displace any other employee.

(e) The Company will advise the Union of the nature of the lay off and its possible extent at the time of lay off.

(f) The Company agrees that no employee shall be laid off out of line of seniority under the temporary lay off provisions of the Agreement when the Company is unable to provide work through uncontrollable circumstances, for a combined total of more than forty (40) hours in any one (1) year.

12:07 A seniority list showing plant wide seniority will be posted on the plant premises and revised at least every three (3) months. A copy of this list will be supplied to the Union.

12:08 Extended Lay Off

(a) The Company agrees to give the Union two (2) full weeks notice of an extended lay off or pay in lieu thereof. The provision may be waived by mutual agreement of the parties.

- (b) The Company will determine the number of employees required in each job classification within each department.
- (c) All probationary employees shall be laid off prior to employees who have achieved seniority status.
- (d) Senior employees capable of performing the available work shall be retained in the department.
- (e) Senior employees displaced from their departments may exercise plant-wide seniority and displace employees with less seniority in other departments provided that they are qualified to do the work.
- (f) No employee will be laid off while on Weekly Indemnity or Workers' Compensation until returning to active service with the Company.

12:09 Recall

- (a) No new employees shall be hired after a lay off until all laid off employees have been rehired who are qualified and willing to perform the work required.
- (b) In recalling employees to a job where a lay off has occurred on an extended basis, the employee with the greatest seniority shall receive preference provided that he is willing to do the job required without training other than that necessary to acquaint the employee with the requirements of the particular operation.
- (c) Employees who are laid off temporarily shall be recalled by job classification to the department from which they were laid off with the same preference to recall as they were entitled to on lay off.

12:10 The Union will be given reasonable notice prior to any implementation of technological change. The Company will provide the Union with an opportunity to discuss such change with the Company prior to implementation. The purpose of this discussion shall be to provide the Union with an opportunity to have meaningful consultation into the impact of the anticipated technological change.

The Company agrees to put emphasis on the seniority factor in order that displaced employees may maintain, as closely as possible, their previous hourly rate. The Company shall make available short term, specific training programs for those employees who have qualifications to accept the training.

Should an employee be displaced as result of technological change, the provisions as stated in article 12:08 shall apply.

ARTICLE 13 - VACANCIES AND JOB POSTING

13:01 Notice of all job vacancies in the bargaining unit shall be posted by the Company on plant bulletin board for a period of five (5) calendar days except where any part of the plant is operating on the continental shift then the posting period shall be eight (8) calendar days.

The Company will make a reasonable effort to complete the job posting procedure prior to recalling employees.

13:02 Vacancies may be applied for by written application within the posting period specified in Article 13:01 by employees who have attained seniority standing.

13:03 The posted notice will state the classification of the job, the requirements of the job, and the hourly rate of pay.

13:04 The Company shall make the determination regarding the degree of qualifications required for the job posted.

13:05 The applicant with the greatest seniority capable of performing the job shall be accepted for the job.

13:06 The job vacancy may be filled temporarily by the Company until such time as the job posting procedure is completed subject to the temporary transfer provisions of Article 13:08.

13:07 All subsequent jobs shall also be filled by the job posting procedure.

13:08 For a period of 1-15 days the Company may temporarily transfer an employee from one job to another subject to the following conditions:

(a) If the move is to a higher rated job, the employee shall receive the rate for the job.

(b) If the move is to a lower rated job, the employee shall be paid their regular rate.

(c) If upon expiry of the fifteen (15) working day period referred to above, there is still a need for an employee to perform the job filled by temporary transfer, the Company will post the job and fill it in accordance with the provisions of Article 13.

(d) Temporary transfers will be offered by seniority from within the shift where the transferee is located. Where no qualified volunteer is found, the junior qualified person will be transferred.

(e) If no qualified volunteer is found, the junior qualified employee will be transferred or the company may hire a new employee at its discretion.

(f) A temporary transfer shall be considered to begin at the start of the first shift worked in the job to which the employee is transferred and shall end at the beginning of the first shift which the employee works once they have returned to their posted job.

(g) Once the temporary transfer begins, the transferred employee shall be eligible to work overtime in that job until the transfer has ended. It is agreed that overtime worked within the temporary transfer period shall not be counted as any part of the fifteen (15) working days under Article 13:08.

(h) If the temporary job vacancy was caused by the absence of an employee, that employee shall be entitled to the job back upon their return. The employee filling the job temporarily whether by posting or transfer will then be returned to the job he previously performed.

(i) The Company agrees to review all temporary transfers with the Union on a monthly basis to ensure the temporary transfer and job posting procedures have been adhered to.

13:09 In order for senior employees to be transferred to a shift of their choice, the following procedure will apply:

(a) In the event an employee is prevented from being placed on the shift selected because of the shift being filled with senior employees, he will be placed on the second shift of their choice. Should the second shift be filled by employees of higher seniority, he will be placed on one of the remaining shifts.

(b) An employee may apply for a transfer to a vacancy within their classification on another shift in accordance with their seniority. Such choice will be mandatory to the vacancy to which the employee is entitled.

(c) The above selection does not apply during a lay off situation.

13:10 Employees may request a schedule or location change once they've been employed for three months, without penalty. If the employer rejects such a request, it will explain the reason for doing so.

ARTICLE 14 - LEAVES OF ABSENCE

14:01 Leaves of absence may be granted to employees, upon written request, for personal reasons, without pay. The Company reserves the right to refuse such leaves if production requirements do not permit. The Company's permission will not be unreasonably withheld.

14:02 Leaves of absence, without pay, will be granted to employees for legitimate Union business upon written request from the Local Union provided such absence will not affect production. Such request for leave will not unreasonably be withheld.

(a) Employees covered under Section 14:02 will be paid by the Company. The Company will however submit a copy of this payment to the Union and the Union will reimburse the Company for this payment.

14:03 Extended leaves of absence up to one (1) year will be granted to employees elected or appointed to staff positions with the National Union upon written request from the National Union. It is understood that this arrangement shall be to maintain seniority only and the Company shall not be held responsible for wages or fringe benefits of any kind during such leave.

Extended leaves of absence up to one (1) year will be granted to employees elected to political office, called to duty for military service, or national defence of the country upon receiving written orders or request from the member's commanding officer.

14:04 The seniority of employees on leaves of absence shall continue to accumulate during the period of such absence.

14:05 Maternity, Adoption and Parental leaves of absence will be granted in accordance with the provisions of the Employment Standards Act.

14:06 Return to work following maternity, adoption or parental leave shall be as follows:

(a) Employees returning from maternity, parental or adoption leave will be returned to their former job. If their former job does not exist, every effort will be made to place them on a comparable existing job consistent with their seniority. If no such job is available, such employees will exercise their seniority rights consistent with the lay-off and recall provisions of the collective agreement.

ARTICLE 15 - SAFETY AND HEALTH

15:01 The Union and employees agree to cooperate with the Company in the enforcement of all Safety and Health rules. As such, all parties agree to abide by the provisions of the Occupational Health and Safety Act. The Company shall continue to make reasonable provisions for the safety and health of the employees at the plant during the hours of their employment. In accordance with the Act, both parties agree to the appointment of a Joint Safety Committee which shall act to maintain and improve safety and health conditions in the plant. The Company shall give proper consideration to all recommendations of this Committee. Where recommended by the Committee, the Company agrees that health and safety training will be conducted jointly.

15:02 The Safety Committee shall be informed of all lost time accidents and one Union member of the Safety Committee and one Company Representative shall carry out accident investigations as required. The minutes will be forwarded to each member of the Committee.

15:03 If an employee believes that a dangerous situation exists, he shall have the right to report such condition to their supervisor, who along with a member of the Union Safety Committee shall investigate it immediately. If there is a disagreement concerning the

employee's claim, it may be taken up at the first step of the Grievance Procedure. The employee shall not be required to work on the disputed operation until the issue is settled.

(ii) The Right to Refuse Unsafe Work

- (a) Employees have the right to refuse hazardous work which may harm them or any person.
- (b) When an employee exercises their right to refuse, they will notify the supervisor. The supervisor will promptly notify the JHSC Union co-chair or designee who will participate in the investigation. The employee, who has refused, will remain at work and participate, as required, in the investigation of the hazard.
- (c) No other employee will be asked or permitted, by the Company, to perform the work of the employee who refused, unless the employee is informed of the reasons for the work refusal. This must be done in the presence of the Union co-chair.
- (d) If the Union co-chair and the supervisor cannot agree on a remedy to the work refusal, the government inspector will be called.
- (e) No employee will be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the OHS Act or its regulations.

15:04 a) The Safety Committee shall meet monthly as required by OHS Act. The chair of the meeting will be alternated at every other meeting between a Company and Union Committee member. Minutes and results of recommendations to these meetings will be kept and circulated to each member of the Safety Committee. A monthly inspection will be made by the Union and Company representatives.

b) Effective January 1, 2006, the Company will pay a total of 32 straight time person-hours annually to Union member(s) of the Health and Safety Committee to compensate for wages lost while attending offsite training, to be determined by the union, on safety matters related to the Company's business.

Such time off to attend courses shall be arranged with the Manager of Human Resources and the company reserves the right to refuse time off for legitimate business reasons.

Members of the committee who have attended courses shall share the information obtained with the rest of the Health and Safety Committee at the meeting following the course attended.

15:05 The Company and Unifor agree to observe the following moments of silence:

- International Day for the Elimination of Racial Discrimination – March 21

- National Day of Mourning in recognition of workers killed or injured on the job – April 28
- Truth & Reconciliation Day – September 30
- Remembrance Day – November 11
- Elimination of Violence Against Women – December 6
- The Company will allow employees one (1) minute of silence at 11:00 AM on March 21st of each year to recognize International Day for the Elimination of Racial Discrimination and observe one minute of reflection in recognition to reaffirm the joint commitment to end racism.
- The Company will allow employees one (1) minute of silence at 11:00 AM on April 28th of each year in observance of those workers killed on the job.
- The Company will allow employees one (1) minute of silence at 11:00 AM on September 30th of each year in observance of Truth & Reconciliation Day. The day honours the Indigenous children who never returned home and Survivors of residential schools, as well as their families and communities. Public commemoration of the tragic and painful history and ongoing impacts of residential schools is a vital component of the reconciliation process.
- The Company will allow employees two (2) minutes of silence at 11:00 AM on November 11th of each year in remembrance of the men and women who served and continue to serve our country in time of war, conflict and peace.
- The Company will allow employees one (1) minute of silence at 11:00 AM on December 6th of each year in observance of the women killed in the Montreal Massacre.

15:06 The Company will supply work gloves to all employees as required subject to the return of the old pair. Ear defenders and prescription safety eyeglasses will be paid one hundred (100) per cent by the Company. All safety equipment to be supplied by the Company.

The limit of reimbursement for prescription safety glasses and employee eye examinations shall be four hundred and sixty-five (\$465.00). The Company may, in its discretion, decide to authorize reimbursement in excess of the above amount provided that the request for such excess amount is authorized in advance by their supervisor.

15:07 (a) Effective November 1, 2023, the Company agrees to pay two hundred and twenty dollars (\$220.00) towards the purchase of safety shoes, upon proof of purchase, for permanent employees, in each calendar year.

ARTICLE 16 - BULLETIN BOARD

16:01 The Company will provide a bulletin board for the display of Union notices. All such notices must be approved by the Human Resources Manager before being posted.

16:02 The Company will provide an additional Bulletin Board downstairs, near the employee entrance.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17:01 The normal hours of work for all employees shall be eight (8) hours per day, Monday to Friday inclusive. Three (3) shift operations are as follows:

11:00 p.m. - 7:00 a.m.
7:00 a.m. - 3:00 p.m.
3:00 p.m. – 11:00 p.m.

One half (1/2) hour lunch period will be paid at job rate for the three (3) shift operation.

The Company and the Union may, by mutual agreement, alter shift start times by 30 minutes (earlier or later) and no premium shall be payable for time worked on a Sunday that forms part of a regularly scheduled shift.

17:02 Subject to Article 17:03, overtime worked at the rate of time and one half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours worked per day and for the first eight (8) hours worked on Saturdays. All hours worked in excess of twelve (12) hours per day and eight (8) hours on Saturday shall be paid at the rate of double (2) time. All hours worked on Sundays shall be paid at the rate of double (2) time and all hours worked on a plant holiday shall be paid at double (2) time in addition to the holiday pay hereinafter provided.

17:03 Instead of receiving overtime pay for overtime worked under Article 17:02, an employee may choose to receive paid time off into an overtime bank in accordance with this Article 17:03. If an employee wishes to receive paid time off for overtime worked instead of receiving overtime pay, they must advise their supervisor before the overtime work is performed. In such case, the employee shall be credited into their overtime bank an amount of paid time-off calculated by the applicable overtime rate for each hour of overtime worked under Article 17:02.

An employee may only bank a maximum of eighty (80) hours of paid time-off per calendar year, which entitlement may only be accrued once per calendar year and does not replenish during that same year irrespective of whether any paid time-off is used during that calendar year. Once an employee has banked a total of eighty (80) hours of paid time-off in a calendar year, all subsequent overtime hours worked shall be paid in accordance with Article 17:02.

Paid time-off shall be scheduled subject to the Company's discretion, acting reasonably

and in good faith. Paid time-off will be scheduled during the same calendar year in which it is earned except that an employee may request to use the paid time-off that is banked in one calendar year in the subsequent calendar year, but subject to two conditions: (1) the request to do so is made by the employee on or before September 1 of the calendar year in which the paid time-off is banked; and (2) the time off must be scheduled before July 1 of the subsequent calendar year. If such paid time-off is scheduled during the subsequent calendar year, it will not affect an employee's ability to bank a maximum of eighty (80) hours of paid time-off in that same calendar year.

Paid time-off must generally be scheduled in increments of eight (8) hours except that a request to use paid time-off in increments of four (4) hours may be considered and granted on a case-by-case basis.

Paid time-off shall be paid at straight time based on the hourly rate in effect for an employee at the time when the paid time-off is used (except that an employee cannot be paid more than the monetary value of the paid-time off in their overtime bank).

Apart from when paid time-off is scheduled and used by an employee in accordance with the above, an employee may be paid-out an amount of accrued paid time-off twice per calendar year (subject to a timely request from the employee): (1) on the first payroll period in July; and (2) on the first payroll period in December. Separate from these periods, an employee may also be paid-out an amount of paid time-off one (1) time per calendar year in the event of an emergency, as well as at the time that an employee is temporarily laid-off under Article 12.

Subject to the above, an employee will be paid-out all unused paid time-off upon the completion of a calendar year (meaning that paid-time off cannot be carried-over from one calendar year to another), as well as upon an employee's cessation of employment (for whatever reason).

17:04 Employees will be expected to cooperate with the Company by working overtime when requested. The Company will post a current list of overtime recorded at the same time as posting overtime requests. Opportunities for Overtime hours will be posted Tuesday at noon and removed on Thurs. at noon.

Overtime work will be distributed as equitably as possible among those who normally perform the work. The qualified employee with the least amount of overtime hours recorded will be awarded the overtime. In the case of a tie, the senior employee will be awarded the overtime.

Under no circumstances will an employee be required to work if the posting for the overtime opportunity was not in compliance with the above paragraph.

In the event, there are not enough volunteers for the overtime posted, the qualified employee with the least amount of overtime hours recorded, who has not volunteered, will be required to work. In the event of a tie, the least senior employee will be required to work.

All overtime hours worked will be charged at the applicable rate, (e.g. one Sunday hour

worked = 2 hours recorded) show or no show. If an employee is improperly bypassed for an overtime opportunity, the Company will pay the days wages that the employee lost. It is the employee's obligation to bring the mistake to the attention of their supervisor at the earliest opportunity.

17:05 Nothing in this Article shall be deemed to constitute a guarantee of forty (40) hours per week or eight (8) hours per day.

17:06 Employees working on a scheduled second or third shift shall receive a shift premium as noted in Schedule A.

17:07 The Company agrees to give the Union two (2) weeks notice of its intention to change a departmental shift schedule from eight (8) hour shifts to twelve (12) hour shifts or twelve (12) hour shifts to eight (8) hour shifts. The Company may request a meeting with the bargaining committee and explain the business justification to reduce the period to one (1) week with mutual agreement.

ARTICLE 18 - CALL IN AND REPORTING PAY

18:01 The Company agrees that employees reporting for work, unless otherwise notified 48 hours in advance not to report, shall be provided with a least four (4) hours' work at their hourly rate of pay or shall be paid for four (4) hours in lieu thereof. It is understood and agreed that this provision will not apply when an employee's failure to receive notice is due to their absence on the immediately previous shift, or when the Company is unable to provide work through uncontrollable circumstances such as fire, flood, failure of power or equipment or gas supply, or inclement weather.

18:02 An employee who is called in to work outside their regularly scheduled hours shall receive not less than four (4) hours' pay at their regular hourly rate.

ARTICLE 19 - PLANT HOLIDAYS

19:01 The following plant holidays will be granted with pay to all employees provided they work the scheduled shift before and the scheduled shift following the holiday:

	2024	2025	2026
New Year's Day	Mon, Jan 1	Wed, Jan 1	Thu, Jan 1
Family Day	Mon, Feb 19	Mon, Feb 17	Mon, Feb 16
Good Friday	Fri, Mar 29	Fri, Apr 18	Fri, Apr 3
Victoria Day	Mon, May 20	Mon, May 19	Mon, May 18
Canada Day	Mon, Jul 1	Mon, Jun 30	Mon, Jun 29
Civic Holiday	Mon, Aug 5	Mon, Aug 4	Mon, Aug 3
Labour Day	Mon, Sep 2	Mon, Sep 1	Mon, Sep 7
Thanksgiving Day	Mon, Oct 14	Mon, Oct 13	Mon, Oct 12
Christmas Eve	Tue, Dec 24	Wed, Dec 24	Thu, Dec 24

Christmas Day	Wed, Dec 25	Thu, Dec 25	Fri, Dec 25
Boxing Day	Thu, Dec 26	Fri, Dec 26	Mon, Dec 28
Festive Holiday	Fri, Dec 27	Mon, Dec 29	Tue, Dec 29
Festive Holiday	Mon, Dec 30	Tue, Dec 30	Wed, Dec 30
Festive Holiday	Tue, Dec 31	Wed, Dec 31	Thu, Dec 31

Unless otherwise notified in writing, production employees shall be required to work any or all of the above days. However, the Company will make every effort to grant employees the period between Dec. 24th and Jan. 1 as a holiday.

It is further provided that an employee will be paid for such holidays if they can supply the Company with satisfactory reasons for their absence on either the workday before or the workday after the holiday, but absence on both days will disqualify the employee.

19:02 Payment for such holiday will be based on the employee's regular hourly rate multiplied by eight (8) hours. Shift premium will be included in the calculation of holiday pay.

19:03 If any of the above holidays fall on a Saturday or Sunday, the holidays shall be observed on either the immediately preceding Friday or following Monday.

19:04 Where one of the above holidays falls during an employee's vacation period, they shall be allowed an extra day's vacation with pay in lieu of such holiday.

ARTICLE 20 - VACATIONS WITH PAY

20:01 All employees shall be entitled to an annual vacation with pay in accordance with the employee's length of service on the following basis:

Employees with less than one (1) year's seniority by December 31, will receive four (4) per cent of their earnings. Time off in lieu of vacation for seniority employees with less than one (1) year of service will be allowed as per the attached Letter of Understanding.

Employees with one (1) year's seniority by December 31, will receive two (2) weeks vacation and eighty (80) hours pay or four (4) per cent of their earnings, whichever is the greater.

Employees with five (5) years seniority in a calendar year, will receive three (3) weeks vacation and one hundred and twenty (120) hours pay or six (6) per cent of their earnings, whichever is greater.

Employees with ten (10) years service in a calendar year, will receive four (4) weeks vacation and one hundred and sixty (160) hours pay or eight (8) per cent of their earnings, whichever is the greater.

Employees with twenty (20) years service in a calendar year will receive five (5) weeks

vacation and two hundred (200) hours pay or ten (10) per cent of their earnings, whichever is the greater.

20:02 Vacations shall be given at a time convenient to the Company. Effective January 1, 2013, all vacations shall be taken between Jan. 1 and Dec. 31 of the current year.

20:03 All vacation pay shall be determined by January 1 of the Vacation year taking into consideration employee's applicable shift system and shift premium to January 1.

20:04 Vacation pay will be paid to an employee when vacation time is taken. Notwithstanding this, the Company will issue accrued vacation pay to laid off employees upon request from such employees at the following times:

- (a) lump sum after seven (7) consecutive days of layoff; or
- (b) after thirteen (13) consecutive weeks of layoff; or
- (c) at the time when annual vacation pay is ordinarily distributed.

Any such vacation pay payment will be deducted from the remaining vacation pay owing, if any, for that year.

20:05 Employees must take all vacation time to which they are entitled prior to the conclusion of the vacation year. Employees who have not requested their outstanding vacation time off by Oct. 1 shall have such time off scheduled for them by the Company. The Chairperson will be notified in writing of all outstanding vacation entitlements for the year by Oct. 5th. For employees with more than two weeks' vacation per year, any unused vacation pay remaining will be paid in the last pay period of the year up to 80 hours maximum.

20:06 Where the Company implements a vacation shutdown of operations and some employees are needed to work during the shutdown period, the Company will post the positions to be worked in advance of the shutdown period and will fill these jobs by seniority from the list of qualified applicants who apply to work for the duration of the shutdown.

ARTICLE 21 - PAID ABSENCES

21:01 In the case of death of an employee's spouse, common law partner or spouse, child, grandchild, brother or sister, or parents an employee will be allowed five (5) consecutive working days bereavement leave without loss of pay.

For next of kin, including grandparents, son-in-law, daughter-in-law, brother- or sister-in-law, mother-in-law, and father-in-law, an employee will be allowed three (3) consecutive working days bereavement leave without loss of pay, up to and including the day of the funeral and may include the day after the funeral.

It is understood and agreed that step-parents and legal guardians are covered by the above. In cases of death of a family member where five (5) days leave is granted, one (1) further day without loss of pay will be granted where the burial has been postponed until

the spring due to weather conditions at the time of death.

Employees entitled to bereavement leave for five (5) days or three (3) days who are on approved vacation when the death occurs, may request to reschedule the portion of their vacation days affected. The vacation must be rescheduled immediately and the Company will make every effort to accommodate this request.

For common law partners or spouses, the employee seeking the leave must have registered the name of their spouse or partner in writing with the Manager of the Area prior to the date of death.

Court Duty

21:02 The Company agrees to pay an employee who is summoned for Witness or Jury Duty the difference between their pay received as a Witness or Juror and the pay they would have received had they worked their regular hourly rate. To qualify for such make-up pay the employee must promptly notify the Company of their selection for Court Duty.

Pay on Day of Injury

21:03 When an employee is injured while at work and they are sent home or to the hospital by reason of such injury, they shall be paid for the balance of their shift at the pay rate at the time of injury.

ARTICLE 22 - WAGE RATES AND CLASSIFICATIONS

22:01 A schedule of job classifications and wage rates is attached hereto and forms part of this Agreement. All employees shall be classified and paid in accordance with this schedule.

22:02 All new or changed job classifications shall be negotiated and mutually agreed upon between the Company and the Union.

ARTICLE 23 - PENSION AND BENEFITS

23:01 The Company will maintain the present benefits as follows:

- (a) Life Insurance:
Effective Jan. 1/24 – Seventy thousand (\$70,000)
- (b) Accidental Death and Dismemberment Insurance:
Effective Jan. 1/24 – Seventy thousand (\$70,000)

(c) Employee and Dependent Drug Plan. The Company will pay one hundred (100) per cent of the present plan. The Company will pay a maximum of \$6.00 dispensing fees. Any additional dispensing fee costs will be paid by the employee. The Company will pay 90% of the cost of any generic drug. If there is no generic equivalent available, or if the employee

provides medical proof that the generic brand is unsuitable, then the employee will be reimbursed at 90% of the cost. The plan will reimburse only for drugs for which a prescription is required and not drugs/products which are available over the counter. This will include the generic formulary. This plan will provide 90% co-insurance up to \$5,000 of claims per individual participant per calendar year (\$500 out of pocket per individual per year). Beyond \$5,000, the plan will pay 100% of the individual's claim.

The Union agrees to participate in a joint program with the Company to educate employees respecting the role of generic drugs in helping to manage the cost of delivery of drug plan benefits.

Effective January 1, 2018, the prescription plan will cover smoking cessation care up to \$300 lifetime maximum.

(d) The Company agrees to provide a vision care program covering all employees and dependents. For each covered person, prescription lenses and frames, eye exams will be reimbursed a maximum total expense of four hundred and seventy-five dollars (\$475) every 24 months. This benefit may be applied to laser therapy.

(e) All employees under this Agreement will be covered for a Weekly Indemnity Plan giving seventy (70) per cent of earnings due to illness or accident outside of the plant on a (1-1-7-39) basis. Minimum weekly payment will be six hundred and seventy-five dollars (\$675).

(f) The Company will pay eighty (80) per cent of the cost of a Preventive Dental Plan, with Riders No. 1, No. 2 (50/50 co-insurance), and No. 3 (50/50 co-insurance). Lifetime maximum for rider #3 (Orthodontics) is \$2,000. Nine month recall. The Company will maintain a one year lag on the Ontario Dental Fee Guide for the duration of this agreement.

The Company will add crown and bridge care, to the major restorative category (to now include dentures, crowns and bridges) with an annual maximum of two thousand dollars (\$2,000).

(g) For laid off seniority employees, the Company will continue to pay premiums to provide the above benefit coverage (with exception of Weekly Indemnity) until the end of the second (2nd) month immediately following the month in which the employee was laid off.

(h) The Company will reimburse employees for chiropractic and physiotherapy services each at \$300.00 per year. Employees may also choose massage therapist, chiropodist, speech pathologist, homeopath and naturopath services to a combined total of \$300.00 per year. The Company will reimburse eighty (80) per cent of the cost for each visit subject to the maximum indicated above. All reimbursements occur once an employee has exhausted the annual OHIP maximum for these services.

(i) Long Term Disability insurance will be provided on a flat monthly benefit of one thousand five hundred (\$1,500.00) dollars, payable upon certification of disability and

following a thirty-nine (39) week waiting period. The lifetime maximum benefit is 3 years.

(j) Effective November 26, 2017, the Company will pay 80% of the premium for Supplemental Medical (professional services, vision, and pharmaceutical) benefits for new hires. New hires will be responsible for 20% of the premium and utilization.

(k) The Company will provide for orthotics coverage for employees to include two (2) pairs of orthotics per calendar year, each pair to a maximum of \$400 and a cumulative maximum per calendar year of \$800, subject to all appropriate receipts and medical documentation.

23:02 PENSION PLAN

The Company's Pension Plan is comprised as follows:

- a)** A paid up annuity covering all pension entitlements earned from the Company Pension to December 31, 1988. This annuity will be payable in full at age sixty-five (65) and will be consistent with the terms and conditions of the current plan.
- b)** A one (1) time payment equaling the total contributions made by the employee to the Company Pension Plan up to December 31, 1988 to be deposited into the employee's pension fund.
- c)** Assuming a start date of January 1, 1989, a one (1) time "top-up" of employee contributions from two dollars and ten cents (\$2.10) per week to three (3) percent of gross earnings, less Canada Pension Plan (C.P.P) contributions for the period of January 1, 1989 to March 1, 1989.
- d)** Each employee will receive a matching contribution of one dollar and thirty-three cents (\$1.33) for each one dollar (\$1.00) of employee contribution for the period of January 1, 1989 to March 1, 1989.
- e)** Accumulated interest to March 1, 1989 on the amounts referred to in paragraphs (b), (c), and (d) above.
- f)** From March 1, 1989 until December 31, 1996 each employee will contribute three (3) percent of gross earnings less Canada Pension Plan contributions to a maximum of four hundred and seventy eight dollars (\$478.00) per calendar year, and will receive a matching one dollar and thirty-three cents (\$1.33) contribution for each one dollar (\$1.00) of employee contribution.
- g)** All contributions will be invested in Guaranteed Investment Certificates at prevailing interest rates.
- h)** Employees will be allowed, at their option, to continue their contributions at the same rate when they are collecting Weekly Indemnity or Workers' Compensation Benefits. In the event employees do so, they will continue to receive matching contributions as specified

above.

i) The revised Plan complies with all existing Federal and Provincial Pension Legislation.

j) This proposal applies to all active employees as of January 1, 1989 who are still active as of March 1, 1989.

23:03 Effective November 26, 2017, the Company will contribute 7% of each employees' gross company earnings for all employees on the seniority list as of November 26, 2017.

Newly hired employees, hired on after date of ratification, shall not be eligible for the Company contributions provided in this 23:03.

23:04 For employees on WSIB claims originating after Nov. 1/08, the Company will continue pension contributions from accident date for a 52 week period.

This contribution is calculated as follows:

= employee's rate of pay on the date of injury (including any applicable shift premium) X 40 hours X applicable pension percentage

23:05 Under the RRSP program, employees hired after November 26, 2017, and only after they have passed their probationary period, shall be entitled to a Company contribution of 3% of their gross Company earnings per week, provided that the employees complete all necessary enrollment obligations with the applicable insurance provided (currently Sun Life). In addition, such employees may voluntarily contribute a percentage of their gross Company earnings per week up to a maximum that will not result in an employee exceeding their available RRSP contribution room for the applicable tax year pursuant to the *Income Tax Act*. Any such voluntarily contribution shall not be matched by the Company, and an employee shall provide all documentation and information that may be required to confirm available RRSP contribution room.

Employees hired before November 26, 2017, are not eligible under this article.

ARTICLE 24 – DURATION OF AGREEMENT

24.01 This agreement is effective on November 1, 2023 and shall remain in effect until midnight on October 31, 2026 unless changed by mutual consent, and unless either party gives to the other party written notice of termination or of the desire to amend the Agreement, then it shall continue in effect for a further year without change. Notice that amendments are required or that either party intends to terminate the Agreement may only be given within a period of ninety (90) to thirty (30) calendar days prior to the expiration date of this Agreement. If the notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating such proposals within fifteen (15) calendar days after giving such notice.

Date signed: February 18, 2024 (Memorandum of Settlement)

Date ratified: February 25, 2024

ON BEHALF OF THE COMPANY

Christa Bey

ON BEHALF OF THE UNION

[Signature]
[Signature]
Nate Purley
Reg Merchant

SCHEDULE A
JOB CLASSIFICATIONS AND JOB WAGE RATES

Description	1/1/2023 (incl. COLA adjustment)	11/1/2023 (3.00%)	1/1/2024 (incl. COLA adjustment)	11/1/2024 (3.00%)	11/1/2025 (3.00%)
Warehouse A (>2 years)	\$25.16	\$25.91	\$26.38	\$27.18	\$27.99
Warehouse B (1-2 years)	\$23.83	\$24.54	\$25.01	\$25.77	\$26.54
Millwright/Electrician	\$44.00	\$45.32	\$45.79	\$47.16	\$48.58
Injection/Extruder Operator A	\$25.52	\$26.29	\$26.76	\$27.56	\$28.39
Injection/Extruder Operator B	\$24.45	\$25.18	\$25.65	\$26.42	\$27.22
Injection/Extruder Operator C (>2 yrs)	\$23.36	\$24.06	\$24.53	\$25.27	\$26.02
Injection/Extruder Operator C (1-2 yrs)	\$21.21	\$21.85	\$22.32	\$22.99	\$23.68
Mould Prep/Set up Tech (>2 yrs)	\$29.11	\$29.98	\$30.45	\$31.37	\$32.31
Mould Prep/Set up Tech (1-2 yrs)	\$27.70	\$28.53	\$29.00	\$29.87	\$30.77
Metal Line Operator	\$25.52	\$26.29	\$26.76	\$27.56	\$28.39

Employees in the probationary period will be paid at 90% of the full classification rate (not applicable to Millwright/Electrician Classification).

Employees with greater than three (3) years of service that transfer to another classification will move into the top rate of the classification for which they qualify, except where such employee transfers into Warehouse, they will start at Warehouse B rate for six (6) months before progressing to Warehouse A rate.

* Rates calculated do not reflect COLA adjustments after January 1, 2024.

**SCHEDULE B-
Cost of Living Allowance**

Based on the November 2022 C.P.I. (1986 = 100), COLA will trigger on the basis of one (1) cent for each 0.136 rise in the C.P.I. after a 2.50 point increase has been reached. COLA will be carried as an add-on and will be adjusted quarterly until December 31, 2023 after which time outstanding COLA will be factored into the base rates.

Year 1

Based on the November 2023 C.P.I. (1986 = 100), COLA will trigger on the basis of one (1) cent for each 0.136 rise in the C.P.I. after a 2.50 point increase has been reached. COLA will be carried as an add-on and will be adjusted quarterly until December 31, 2024 after which time outstanding COLA will be factored into the base rates.

Year 2

Based on the November 2024 C.P.I. (1986 = 100), COLA will trigger on the basis of one (1) cent for each 0.136 rise in the C.P.I. after a 2.50 point increase has been reached. COLA will be carried as an add-on and will be adjusted quarterly until December 31, 2025 after which time outstanding COLA will be factored into the base rates.

Year 3

Based on the November 2025 C.P.I. (1986 = 100), COLA will trigger on the basis of one (1) cent for each 0.136 rise in the C.P.I. after a 2.50 point increase has been reached. COLA will be carried as an add-on and will be adjusted quarterly until December 31, 2026 after which time outstanding COLA will be factored into the base rates.

Actual payment of the adjustment will take place on the first pay day following the publishing of the C.P.I. for the applicable month.

Re: Personal Work Tools

1. The Company agrees to replace personal work tools broken or worn out on the job for employees provided the tool is not of type normally replaced automatically by the manufacturer. The employees should refer such tools to their immediate supervisor for processing.
2. A three hundred dollar (\$300.00) tool allowance will be available to millwright, operator A, electrician, mould prep set up technician.

A two hundred dollar (\$200.00) tool allowance will be available to operator B.

Re: Quality Assurance

The Union and the Company will work to continually improve the quality of our products, processes and services.

Re: Severance Allowance

1. Conditions of Allowance

When the Company closes permanently a plant, or discontinues permanently a department of a plant or substantial portion thereof and terminates the employment of individuals, an employee whose employment is terminated as a result thereof because they were not entitled to other employment with the Company pursuant to the provisions of the seniority article of this Agreement, shall be entitled to a severance allowance in accordance with and subject to the following provision:

2. Scale of Allowance

Effective November 26, 2017, severance allowance should be computed as follows:

- (a) Employees with 26 years or more of service will receive one (1) week of severance per year of service up to their seniority years of service as of December 31, 2020;
- (b) Employees with less than 26 years of service will continue to accrue one (1) week per year of service based on seniority up to a maximum of twenty-six (26) weeks;
- (c) Employees hired after the date of ratification will not accrue benefits under this Article and will be subject to all applicable terms of the Ontario ESA.

The Company agrees that an employee may complete a direction under the *Income Tax Act* regarding termination pay and severance pay and the employee's entitlement will be paid directly into an RRSP or retirement vehicle chosen by the employee subject to the *Income Tax Act*.

3. Payment of Allowance and Termination

- a) Payment shall be made in a lump sum at the time of termination.
- b) Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement.
- c) Payments made under this provision will not be duplicated by any monies payable under the Employment Standards Act.

4.

In the case of a total closure, should the Company or its successor or a related Company re-open the operation at the same site or at a site within the geographic scope of the bargaining unit description in the last collective agreement, the Union will have bargaining rights at the plant location. At such time, the parties will negotiate in good faith a new collective agreement.

Re: Paid Education Leave

The Company agrees to pay 2 (two) cents per hour worked per employee to the Union's Paid Education Leave Fund.

Such paid education leave will be for the purpose of upgrading the employee skills in all aspect of trade union functions.

Such monies to be paid into a fund established by the National Union, Unifor, and sent by the company to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON
M2H 0A8

The company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

Re: Medical Evidence

Where the Company requires or requests an employee to provide medical evidence to it for any reason (other than in order to process a claim for disability benefits) the Company will reimburse the employee for monies paid to the medical practitioner by the employee in order to obtain such evidence.

**SCHEDULE C
CALENDAR WEEK EMPLOYEES**

HOURS OF WORK

Employees shall work 12 hour shifts being 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. An employee's shift shall be determined by seniority or other such arrangement as has been agreed.

DAYS OF WORK

1. Employees agree to a work day rotation as laid out in the attached example.

week one

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
C/D	A/B	A/B	C/D	C/D	A/B	A/B

week two

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
A/B	C/D	C/D	A/B	A/B	C/D	C/D

Each shift is scheduled for twelve (12) hours - Cycle repeats every two (2) weeks.

2. Employees agree that where such assigned work days are statutory holidays, they will work unless notified by the Company in writing.

PAYMENT HOURS

Payment of wages shall be forty-nine (49) hours one week with adjustments on hours worked being effected the next week.

PAY RATES

Normal payment for all hours worked on the above day shall be:

- a) 1st x 8 hours at flat rate
- b) all other hours at time and one half (1-1/2)

OVERTIME MONDAY TO SATURDAY

Hours worked shall be at the rate of time and one half (1-1/2) for hours worked unless such change is requested by the employee.

SUNDAY

Hours worked shall be at the rate of time and three quarters (1-3/4) for hours worked unless such change is requested by the employee.

STATUTORY & PLANT HOLIDAYS

1. Payment for all hours worked between 7:00 a.m. on the statutory holiday and 6:59 a.m. on the following day shall be at time and one half (1-1/2).
2. Employees shall be paid an additional twelve (12) hours in lieu of a day off in addition to the above payment.
3. An employee not assigned to work on a statutory holiday shall be paid twelve (12)

hours at flat rate, in lieu of time off, in addition to their normal pay.

4. If an employee is assigned to work but the Company cancels the work period or an employee is granted a leave of absence, then he shall be paid twelve (12) hours at their flat rate of pay in lieu of the day off. In calculating hours of payment it is agreed that pyramiding shall not occur, however it is agreed that the higher of any applicable rate shall apply. All such payments require an employee to attend for the shift prior to and following the day in question.

SHIFT BONUS

Shift bonus of \$1.50 per hour shall be paid for all hours worked on the afternoon and night shift. Such payment shall not be subject to pyramiding.

BREAKS

Each employee shall be allowed 2 x 1/2 hour breaks in any twelve (12) hour shift. Such breaks will be taken on a rotational basis as relief is provided.

VACATIONS - ANNUAL

Vacation pay shall be determined by January 1 of the Vacation year taking into consideration the employee's shift system and shift premium on Jan. 1

Vacations shall be given at a time convenient to the Company. Effective January 1, 2013, all vacations shall be taken between Jan. 1 and Dec. 31 of the current year.

Vacation pay will be paid to an employee when vacation time is taken. Notwithstanding this, the Company will issue accrued vacation pay to laid off employees upon request from such employees at the following times:

- (a) lump sum after seven (7) consecutive days of layoff; or
- (b) after thirteen (13) consecutive weeks of layoff; or
- (c) at the time when annual vacation pay is ordinarily distributed.

Any such vacation pay payment will be deducted from the remaining vacation pay owing, if any, for that year.

Employees must take all vacation time to which they are entitled prior to the conclusion of the vacation year. Employees who have not requested their outstanding vacation time off by Oct. 1 shall have such time off scheduled for them by the Company. The Chairperson will be notified in writing of all outstanding vacation entitlements for the year by Oct. 5th.

VACATION PAY

All employees shall be entitled to an annual vacation with pay in accordance with the employee's length of service on the following basis:

Employees with less than one (1) years seniority by December 31, will receive four (4) per cent of their earnings. Time off in lieu of vacation for seniority employees with less than one (1) year of service as per the attached Letter of Understanding.

Employees with one (1) years seniority by December 31, will receive two (2) weeks vacation and eighty-four (84) hours pay or four (4) per cent of their earnings, whichever is the greater.

Employees with five (5) years seniority in a calendar year, will receive three (3) weeks vacation and one hundred and twenty (126) hours pay or six (6) per cent of their earnings, whichever is greater.

Employees with ten (10) years seniority in a calendar year, will receive four (4) weeks vacation and one hundred and sixty (168) hours pay or eight (8) per cent of their earnings, whichever is the greater.

Employees with twenty (20) years seniority in a calendar year, will receive five (5) weeks vacation and two hundred (210) hours pay or ten (10) per cent of their earnings, whichever is the greater.

CHRISTMAS VACATION

It is agreed that the plant will be shut down for the Christmas period as detailed in the Collective Agreement list.

It is agreed that payment of twelve (12) hours for the Statutory Holidays and eight (8) hours for all other Festive Holidays in this period shall apply.

All other terms and conditions, unless specifically addressed in this agreement, shall be as the existing contract

NEW 3 DAY X 12 HOUR DAY WORKWEEK

HOURS OF WORK

Employees will work 12 hours shifts being 7 am – 7 pm or 7 pm – 7 am. An employee's shift shall be determined by seniority or other such arrangement has been agreed.

DAYS OF WORK

Employees agree to work the following work days:

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
3A shift	OFF	OFF	7am–7pm	7am–7pm	7am–7pm	OFF	OFF
3B shift	OFF	OFF	7am–7pm	7am–7pm	7am–7pm	OFF	OFF

Each shift is scheduled for twelve (12) hours.

COMPANY HOLIDAY

If a Company holiday falls on an assigned workday, employees will earn time and one half for all hours worked between 12:01 am and midnight.

PAY RATES

Employees will earn straight time for all hours worked on their scheduled shifts – 36 hours straight time weekly.

OVERTIME

All overtime worked after 12 hours in a day and 36 hours in a work week will be paid at time and one-half. Any time worked on a Saturday, Sunday or Company Holiday will be paid in accordance with 17.02.

SHIFT PREMIUM

Shift premium will be paid for all hours worked between 3 pm and 7 pm on 3A Shift and 7 pm and 7 am on the 3B Shift.

PLANT HOLIDAY PAY

Employees will receive 8 hours of pay for Plant Holidays that occur while on this shift system, provided they work the scheduled shift before and the scheduled shift following the holiday.

BREAKS

Each employee shall be allowed 2 x ½ hour breaks in any twelve hour shift. Such breaks will be determined by the Supervisor.

VACATION

Employees who choose to take vacation while working this shift system employees will use 12 hours of their vacation/banked hour entitlement per day and will be paid 12 hours of their vacation/banked pay entitlement.

DURATION

The Company may implement this shift system for no more than a total of twenty-two (22 weeks) in a Calendar year unless mutually agreed to in writing.

WEEKLY INDEMNITY

Should a situation arise for which the weekly indemnity provisions apply, the parties agree that the eligibility and benefit payable will be applied in such a manner as to ensure that members on this shift are not disadvantaged relative to those on a 5 X 8 shift schedule.

NOTICE

The Company agrees to provide the Union with two weeks notice prior to implementing this shift system.

LETTER OF UNDERSTANDING

March 3, 1994

Re: Time off for Employees with less than One Year of Service by December 31

This will confirm our agreement with respect to the issue of allowing time off for employees with less than one year of service by December 31 in any year.

If such an employee has successfully passed their probation period, commencing on December 31 they shall be entitled to request time off work which shall be earned at the rate of:

a) 8 hour shift employees = 1 day for every 25 days worked to a maximum of 5 days off;

or

b) 12 hour shift employees = 1 day for every 17 shifts worked to a maximum of 5 shifts off

The Company will advise the employee shortly after December 31 as to the total amount of their accrued vacation pay (4% of earnings) and the employee shall be entitled to request that the Company pay this 4% vacation pay to them in equal installments each week they choose to take one or more days off.

An employee who wishes to take any of these days off must provide their supervisor with at least 10 days notice of this request.

It is understood that this system is designed to allow employees with less than one (1) year of service by December 31 some time off work after December 31 in any year and that the 5 days off work are earned by virtue of service rendered between the employee's start date and the first December 31 following their start date.

This letter forms part of the Collective Agreement.

LETTER OF UNDERSTANDING

January 21, 2000

Re: Calls at Home

An employee who is not physically at work and who is successfully called by a Lead Hand, technician or supervisor for the purpose of troubleshooting or rectifying production problems shall be paid \$50.00 (less applicable deductions and withholdings). If the employee is subsequently called with respect to substantially the same troubleshooting or production problem, the employee shall not receive an additional payment of \$50.00. However, if the call is with respect to troubleshooting or a production problem that is not substantially similar, the employee shall receive an additional payment of \$50.00. No payment shall be made if an employee is subsequently required to attend the plant and receives payment for such call-in in accordance with Article 18:02.

LETTER OF UNDERSTANDING

November 26, 2017

Re: Benefit Coverage

This will be your confirmation that the Company will not reduce any of the benefit coverages during the life of this agreement.

This commitment shall not be construed as preventing the Company from changing the benefit carriers should it decide to do so.

Memorandum of Agreement Excess Hours of Work Agreement

Unifor and its members recognize that from time to time, there are increases in customer demands and other business requirements. As a result, from time to time it may be necessary to increase hours of work. Therefore, effective November 1, 2023 to October 31, 2026, Unifor agrees for the purpose of compliance with section 17 of the Employment Standards Act, on behalf of its members and subject to the following conditions, that:

1. All provisions of the collective agreement continue to remain in force.
2. The regular workday consists of 8 hours per day except for employees scheduled to work pursuant to Schedule C, or on the 3X12 Shift who have a regular workday of

- 12 hours.
3. Members may work extra hours beyond the member's regular workday, to a maximum of 13 hours on a voluntary basis subject to the overtime provisions of the collective agreement.
 4. Members may work in excess of 48 hours in a week on a voluntary basis to a maximum of 60 hours.
 5. The company will comply with the Ontario Employment Standards Act.

LETTER OF UNDERSTANDING

November 11, 2008

Re: Unifor Women's Advocate/Substance Abuse Representation

The Company agrees to reimburse reasonable lost wages and expenses for union members to utilize the services of an external Unifor Substance Abuse representative.

The Company agrees to reimburse reasonable lost wages and expenses for union members to utilize the services of an external Unifor Women's Advocate.

The Union will submit a review of services rendered and costs for the above mentioned to the Human Resources Manager for reimbursement.

If costs exceed \$500.00, the Company will consider additional reimbursement on a case by case basis.

LETTER OF UNDERSTANDING

October 28, 2011

Re: Voluntary Inverse Layoff Discussion

The parties make a commitment to talk about voluntary inverse layoff by seniority.

LETTER OF UNDERSTANDING

November 1, 2020

Re: Personal Life Violence and/or Abuse

The company agrees to recognize that employee's sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (ie. Doctor, lawyer, registered councilor) an employee who is in an abusive or violent situation will not be subject to discipline for absenteeism, if the absence can be linked to the abusive or violent situation. Absences which are not covered by legislative leave or any other insurable benefits will be granted an absence with permission.

LETTER OF UNDERSTANDING

November 1, 2020

Re: Equality in the Workplace

The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

LETTER OF UNDERSTANDING

November 1, 2020

Re: Woman's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counsellors or woman's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of a Woman's Advocate in the workplace. The Woman's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line that can be used by the Woman's Advocate and that is accessible for female employees to contact the Woman's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Woman's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Woman's Advocate providing contact numbers to reach the Woman's Advocate. The Company will also assign a management support person to assist the advocate in her role.

LETTER OF UNDERSTANDING

February 25, 2024

Re: Mental Health

The Union and the Company jointly recognize mental illness and substance abuse to be a serious medical and social problem that are not the fault of the individual needing help

and can be successfully treated. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. Such assistance includes, but is not necessarily limited to, offering through its benefits provider an employee assistance program and dealing constructively with mental illness and substance abuse problems as they arise in a non-punitive manner.

LETTER OF UNDERSTANDING

February 25, 2024

Re: Establishment of a Racial Justice Advocate and Anti-Racism Action Plan

1. In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate at each facility covered by this agreement.
2. A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.
3. The Unifor Local Union President is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.
4. A Racial Justice Advocate is a workplace representative who will assist and provide confidential support for Black, Indigenous and racialized workers whose role in the workplace will include:
 - Listening;
 - Tracking and reporting any incidences of racism and discrimination to management and relevant Union staff including Unifor National Human Rights Director.
 - Providing support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence in the workplace;
 - Assisting with racial justice initiatives both inside and outside the workplace;
 - Promoting access to community culturally appropriate services;
 - Working with facility leadership to develop, implement and monitor an anti-racism action plan that is aligned with both Company and Union anti-racism and equity strategies;
 - Networking with allied organizations and local community partners.
5. Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the union, if in agreement, will submit a leave of absence request for approval by the human resources department and such approval shall not be unreasonably withheld.
6. The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially.
7. The Employer will provide the Advocate with a management support person to assist them in their role.

8. The Employer and the Union will develop appropriate communications to inform all Black, Indigenous and racialized union members of the role of the Racial Justice Advocate and information on how to contact them.
9. The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union and with no cost to the Employer.

LETTER OF UNDERSTANDING

February 25, 2024

Re: Contractors

When the Company retains a contractor to perform bargaining unit work, it will pay to the Union \$15 for each week (running Sunday to Saturday) during which the contractor performs bargaining unit work. The Company confirms that it is in the process of attempting to hire an additional employee to perform maintenance work that is bargaining unit work.