



An SEIU Affiliate

COLLECTIVE AGREEMENT

Between:

TIERCON CORP.

*591 Arvin Avenue & 901 Simcoe Street South
Facilities*

("the Company")

and

WORKERS UNITED CANADA COUNCIL

**on its own behalf and on behalf of
its LOCAL314**

("the Union")

Effective on *January 23rd, 2020* and will expire on
December 31st, 2022

Workers United Canada Council

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 The Company hereby recognizes the Union as the exclusive bargaining agent of the following bargaining unit: all employees (full-time and part-time) employed in the City of Hamilton, including 591 and 596 Arvin Avenue and in the former Tiercon operation located within the plant at 901 Simcoe Street South, in the City of Oshawa save and except Forepersons/Supervisors, persons above the rank of Forepersons/Supervisor, office, maintenance, technical, agency staff and skilled trades. The Company further agrees that the Union will maintain bargaining rights for all employees should the Company decide to open another coatings or plastics facility within the city limits of Hamilton.

Clarity note: Technical employees excluded are Quality Assurance Auditors, Quality Assurance Personnel, Painters, Robot Technicians, Paint Mixers and Paint Booth Operators. Maintenance positions excluded are Mechanics, Electricians and Maintenance.

2.02 The Company agrees to acquaint new employees with the fact that this is a unionized shop with a collective agreement in effect and with the conditions set out in the articles dealing with Union security and dues check off. A new employee shall be advised of the name and location of their union representative and upon completion of their probationary period shall be provided with a copy of the collective agreement. The Company further agrees to continue the orientation program. The Company will inform the Union in writing of all new hires upon hire.

2.03 Whenever the pronoun 'they', 'their' or other pronouns are used in this Agreement, it shall be understood to include the singular and plural pronoun wherever the context so implies, and vice versa.

ARTICLE 3 – UNION SECURITY

3.01 The Company agrees to deduct from wages of all employees in the bargaining unit, starting on the first day of their employment, an amount equal to the dues, initiation fees and any other assessments as prescribed or required by the Union. The Company shall remit this amount to the Union Office monthly, not later than the fifteenth (15th) day of the month following the month for which such deduction is made. The Company shall provide with the remittance an alphabetic list of all employees (Frist & Last Name) addresses, telephone numbers, Employee Number, Social Insurance Numbers, classifications, rate of pay, hours worked, gross earnings, employment status (full time, casual, seasonal, part-time, etc.) seniority, date of change of status if applicable and their rate of pay specifying the amount deducted for each employee, or the reason why no deduction was made. The Company shall provide this information electronically or on computer disk if requested by the Union. This will be handled through a separate transaction.

The Company agrees to record the total dues deduction paid by each employee for the previous calendar year on they/their T4 income tax form.

3.02 The Union shall indemnify and save the Company harmless from all claims, suits, judgments, attachments and from any other form of liability as a result of the Company making deductions in accordance with the foregoing authorization and assignments.

3.03 It is agreed that Supervisors and those above the rank of Supervisor will not be assigned to do work traditionally done by employees in the bargaining unit, which would result in the displacement of employees covered by this Agreement, except in the following instances:

- (a) instructing, introducing new equipment and techniques;
- (b) demonstrating the correct use of machines, tools and equipment;
- (c) acting to prevent an injury to an employee or to prevent production equipment damage;
- (d) in the event of an emergency;
- (e) new product launch.
- (f) lack of available and qualified resources

3.04 The Company shall provide the Union with information relating to the following matters for employees within the bargaining unit, on a half-yearly

basis: a list of employees showing their names, addresses, phone numbers and classifications, ranked according to seniority, together with their rate of pay.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the union, or by reason of any activity or lack of activity in the union.
- 4.02 The Company agrees to provide to the Union a bulletin board located by the punch clock for the use of the union to post notices of meetings and other Union business and affairs. It is agreed that all such notices must first be approved by the Plant Manager or designate.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, classify, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee who has completed their probationary period, that they have been discharged or disciplined without reasonable cause may be the subject of a grievance procedure and dealt with as hereinafter provided.
- 5.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plant products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, building, machinery, tools and employees are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time, rules and regulations to be observed by the employees. Before altering such rules or regulations, the Company will discuss any altered rule or regulation with the Union Plant Committee. No such altered rule or regulation shall be implemented until the

Union Plant Committee has the opportunity to make representations with regard to such proposed alteration. The Company will notify a member of the Union Executive or Chairperson/their designate or Union Representative in advance of implementing new rules or policies.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Company will recognize a President, Vice President and Recording Secretary or their designate for the whole Bargaining Unit. In addition, the President will act as the Plant Chairperson or their designate at their home location. A second Plant Chairperson or their designate will be recognized by the company at the second plant location. In addition, the company will recognize one Union Steward and one Alternate Steward per plant location per shift to a maximum of 3 (shift is defined as days, afternoons, nights). The Company will recognize one bargaining unit employee who is appointed or elected by the Union as the Union representative on WSIB and other similarly related matters. Each Union Plant Chairperson or their designate shall be allowed up to two (2) hours per week, if required, without loss of pay of benefits for union business. The privilege of exclusive use of office space to the President will not be withdrawn except for just cause. The Chairperson or their designate will have top seniority in their location for layoff purposes provided that the Chairperson or their designate has the skills, ability and qualifications to perform the work available to the standards required by the job. The Chairperson or their designate will work on the day shift unless by doing so it causes disruptions to the operation.
- 6.02 The Company agrees to recognize a negotiating committee of up to five (5) employees consisting of the President/Chairperson or their designate as well as the Chairperson or their designate from the second location. In addition, the company will recognize one (1) member from the Oshawa Plant and two (2) members from the Stoney Creek Plant who shall be regular employees of the Company, along with Union representatives. The Company shall pay the time loss for up to five (5) bargaining committee members at their base rate to a maximum of 5 days' pay at the employee's regular working hours.
- 6.03 The name and jurisdiction of the President/Chairperson, Vice-President and Recording Secretary. The Chairperson or their designate from the second location and each steward shall be given to the Company, in writing, and the

Company shall not be required to recognize any steward or elected representative until it has been notified in writing of the name and jurisdiction of same.

- 6.04 When a union member wishes to speak with their union representative, they must first approach their supervisor and make a formal request to speak with their union representative. The supervisor will arrange for an appropriate meeting time between the member and their union representative.
- 6.05 Union representatives will be permitted time during their working hours, without loss in time or pay, to leave their duties for a reasonable amount of time to investigate and resolve grievances. Union representatives will request time in advance from their Supervisor or Manager to deal with such union matters. The Supervisor or Manager will arrange for a reasonable amount of time in a timely manner.
- 6.05 The servicing Staff Representative of the Union shall continue to be permitted access to the plant during working hours provided the Union Representative shall endeavour to give one day's notice to the Company of their visit and shall request permission from such person before entering the plant. Such permission shall not be unreasonably refused.
- 6.06 Union Orientation: Upon completion of the employee's probationary period, the Company will make the Union Representative aware of the new employees for the purpose of an introduction into the Union. The Union Representative will be afforded 10 minutes for this meeting.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) working days before the filing of the grievance, or before the grievor or union ought to have reasonably become aware of it.
- 7.02 With the exception of suspensions or terminations if grievance meetings are held during regularly scheduled work hours, the employee will not suffer any loss of earning.

7.03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1 – The aggrieved employee shall present their grievance orally or in writing to their Supervisor. The employee shall have the assistance of their steward if they so desire. If a settlement satisfactory to the employee concerned is not reached within three working days (or any longer period which may be mutually agreed upon), the grievance may be presented as follows at any time within three working days thereafter.

Step No. 2 – The aggrieved employee may, with or without their steward, present their grievance which shall be reduced to writing on a form supplied by the Union, to the Supervisor, who shall consider it in the presence of the person or persons representing same; and the Supervisor, and render their decision in writing. Should no settlement satisfactory to the employee be reached within three (3) working days, the next step in the grievance procedure may be taken at any time within three working days thereafter.

Step No. 3 – The aggrieved employee may refer the grievance to the Union Grievance Committee. The Union Grievance Committee, consisting of the Plant Chairperson or their designate, Chief Steward and Steward on the shift and the grievant, shall meet within five (5) working days with Management to consider the grievance. At this stage, they may be accompanied by a representative of the International Organization if their presence is requested by either party.

7.04 If final settlement of the grievance is not completed within seven (7) working days after the meeting held at Step 3, the grievance may be referred to Arbitration, at any time within 30 calendar days thereafter, but not later.

7.05 It is further agreed and understood that any grievance not answered by the Company within the time limits stipulated in the grievance procedure, and where no extension of time limits have been granted, the grievance shall automatically progress to the next step of the grievance procedure. Any of the time limits in this Article may be extended by mutual agreement.

7.06 Working day(s) as set out in Articles 7, 8,9 or 10 is defined as excluding Saturday, Sunday and statutory holidays. Plant Shutdowns where the shutdowns are scheduled non-working days for the grievant for Articles 7 and 8.

ARTICLE 8 - ARBITRATION

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined in Article 7 above, and which has not been settled, will be referred to a single Arbitrator, at the request of either of the parties hereto, within 30 calendar days but not thereafter.
- 8.02 The parties agree to choose a single arbitrator by mutual agreement within 5 working days of the day the requesting party gave notice to proceed to arbitration. If the parties cannot mutually agree on a single arbitrator, the parties agree to make a joint request to the Ministry of Labour to choose an arbitrator in accordance with the regulations of the Labour Relations Act.
- 8.03 The decision of the Arbitrator shall be binding on both parties after consultation with the parties about mutually available dates.
- 8.04 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement. Notwithstanding the foregoing, the Arbitrator may, in a discharge case confirm the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or award any other arrangement which is just and equitable.
- This is subject to the provisions of Clause 10.03 below.
- 8.05 The parties to this Agreement will jointly bear the expenses, if any, of the Arbitrator.
- 8.06 Any and all-time limits referred to under the Grievance and Arbitration Procedures herein may, at any time, be extended by written agreement between the Company and the Union.
- 8.07 Either party may elect to apply for arbitration under the expedited section of the Labour Relations Act (currently Section 49) after consultation with the other party about mutually available dates.

ARTICLE 9 – MANAGEMENT AND UNION GRIEVANCES

9.01 Any grievance instituted by management may be referred in writing to the Plant Chairperson or their designate with seven (7) working days of the occurrence of the circumstances giving rise to the grievance. The Plant Chairperson or their designate shall meet with management within two (2) working days thereafter to consider the grievance. If final settlement of the grievance is not completed within seven (7) working days of such meeting, the grievance may be referred by either party to Arbitration as provided in Article 8, at any time within thirty (30) calendar days thereafter, but not later.

9.02 Policy Grievance

A union policy grievance is defined as an alleged violation of this agreement, concerning all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve. Such grievance may be lodged in writing by the Plant Chairperson or their designate within seven (7) working days of the occurrence of the circumstances giving rise to the grievance with Management at Step 3 of the grievance procedure. If it is not settled at this stage, the grievance may be referred by either party to Arbitration as provided in Article 8 at any time within thirty (30) calendar days thereafter, but no later.

9.03 Group Grievance

A group grievance is defined as a grievance arising out of the same or similar facts affecting more than one employee. Such grievance may be submitted in writing in accordance with the time limits set out in the grievance procedure. Such grievance must contain the signatures of all the individual employees who are grieving. When it is not possible to get a signature because the employee is on vacation or sick leave then the union will provide the name of the employee and secure the signature and give this to the Company within three (3) days of the employee's return to work. The time limits and the steps of the grievance procedure are not in any way to be bypassed by the filing of a group grievance.

ARTICLE 10 – DISCHARGE / DISCIPLINE

10.01 A claim by an employee who has completed their probationary period that they have been unjustly disciplined or discharged from they/their employment, shall be treated as a grievance if a written statement of such grievance is lodged

within three (3) working days after the employee ceases to work for the Company. Such grievances shall be lodged at Step 3.

- 10.02 When an employee has been disciplined or discharged, the employee shall have the right to meet their steward for a reasonable period of time before leaving the plant premises.
- 10.03 Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Company (unless contrary to the provisions of the Ontario Human Rights Code) and such action by the Company is not subject to the grievance procedures and does not constitute a difference between the parties. The Company will advise the Plant Chair or Steward if they let anyone go as above.
- 10.04 (a) In all cases of discipline (including discharge), the Company will ensure the employee will be provided the assistance of a Shop Steward. If the Steward is not available, any of the Union Executive or JHSC members can be utilized. Should none of these representatives be available then the employee will have the option to have an alternative representation.
- (b) Whenever possible or practicable any disciplinary action to be taken will be administered in the presence of the employee, the immediate Supervisor or Plant Manager and a Union Representative; provided however there is a Union Representative on shift at that time. If no Union Representative is available, the Local Union Plant Chairperson or their designate will be notified as soon as possible and without delay thereafter.
- (c) Any correction notice must be in writing with the signatures of the Employee, the Supervisor and/or Manager, and/or Human Resources and a Union Representative. Any correction notice submitted to the Human Resources Office without the employee's signature will not be valid, unless otherwise noted as "employee refused to sign" and witnessed by one other individual. Corrective notices must be issued within 7 working days of the incident or from the date the Company becomes aware of the incident. Extension of the timeline may be granted upon mutual agreement
- (d) All correction notices (warnings) to include "The employee's signature shall only be acknowledgment that they have read and received a copy of the above discipline. This is not an admission of guilt".

- (e) Correction notices (warnings) and all notes pertaining to such warnings will be removed from the employee's file after a period of twelve (12) months providing the employee is discipline-free for that twelve (12) month period.

ARTICLE 11 – NO STRIKES – NO LOCKOUTS

- 11.01 In view of the orderly procedures established by this agreement for the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either completely, partial, and the Company agrees that there will be no lockout.
- 11.02 The Company shall have the right to discharge or otherwise discipline employees who violate Section 11.01, but a claim of unjust discharge or treatment may be subject of a grievance and dealt with as provided in Articles 7 and 10 above.
- 11.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in Article 9.02.

ARTICLE 12 – WAGES/INCENTIVE SYSTEM

- 12.01 (a) During the term of this Agreement, the Company and the Union agree that all payments will be made in accordance with the rates of pay set forth in Schedule "A".
- (b) An Employee Incentive System may, at the exclusive discretion of the Company, be developed to allow employees to earn a monetary incentive in addition to their base hourly rate; however, the incentive payment will not be considered part of the base for the purposes of other payments to employees (e.g. overtime, holiday pay, vacation pay, etc.). Should an Employee Incentive System be developed, the Company and Union will meet to discuss the details of such a System before implementation.
- 12.02 Shift premiums will be added to the above rates as set forth in Schedule "A".
- Afternoon Shift Premium shall be paid on hours worked between the hours of 3:00 p.m. and 11:00 p.m. and at the rate of 50 cents per hour.

- Night Shift Premium shall be paid on hours worked between 11:00 p.m. and 7:00 a.m. at the rate of 60 cents per hour.
- Shift Premiums shall not be included on the rate upon which overtime is calculated.

12.03 Payday is each Friday by direct deposit. Direct deposit statements shall be distributed on Fridays to all employees by non-bargaining personnel.

12.04 Temporary Transfers

(a) An employee temporarily transferred to another classification grouping for the convenience of the Company, shall receive the rate of pay for the job class to which they are transferred or their previous rate whichever is the highest for all hours worked on the temporary transfer.

(b) For the purpose of this clause, temporary transfers shall not exceed forty-five (45) working days unless extended by mutual agreement. Such mutual agreement shall be submitted in writing and signed by both parties prior to any extension being implemented.

12.05 The Union shall be advised if any Bargaining Unit employee receives a wage increase and/or bonus not provided for in this agreement.

12.06 An employee unable to perform their current job due to modified duty restrictions shall be paid their current regular rate to perform the modified duty assignment.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or of days of work per week.

13.02 The work week shall consist of up to forty-two and one-half (42.5) hours per week and up to ten (10) hours per day Monday to Friday. If the Company schedules an operation on the basis of three (3) continuous eight hours shift, the work week shall consist of up to 40 hours per week, Monday to Friday.

The Company retains the exclusive right to change scheduled start/end times as required. Affected employees and the Union Representative will be notified as soon as it is reasonable to do following the Company's decision.

There shall be two (2) ten minutes paid break periods and one-half hour (0.5) unpaid lunch in each shift of the eight hours or more. If the Company schedules an operation on the basis of three (3) continuous eight hours shift, employees working on that operation will receive three (3) 15-minute paid breaks in each eight-hour shift.

- 13.03 (a) Overtime rates will apply once the employee has exceeded their regularly scheduled work hours of 42.5 or 40 hours within the week. They will then be eligible for overtime pay at the rate of time and one half for all hours worked in excess of the employee's regularly scheduled hours (Inclusive of Saturday and Sunday in the same calendar week).

Overtime will be paid at overtime rates provided the Company does not make a decision to reduce the employees' regular work week. However, this provision will not apply if the employee decides not to work, they/their regularly scheduled work week or the decision to reduce the hours of work by the Company is made for reasons outside of the Company's control.

- (b) Subject to (d) below, each employee will be required to work mandatory overtime up to four (4) hours per week Monday to Friday inclusive.
- (c) The Company will give employees at least one hour's notice if overtime is required.
- (d) The Union and Company agrees to submit a joint application to the director, Employment Standards, for approval to permit employees to work up to 60 hours in any one week.
- (e) The Company will post an overtime list where employees may volunteer to work overtime on specific days. If there are insufficient volunteers for any given day, the mandatory for (4) hours per week per employee provision ((b) above) will apply and employees will be assigned commencing with the most junior employee and progressing upwards on a rotational basis.
- (f) Overtime equalization to be based on seniority and that missed opportunities to be offered when next available.

- (g) Employees will be permitted a ten (10) minute break before the commencement of an overtime shift if the overtime shift is expected to last two hours or more. If overtime shift is for four (4) hours or more, then one ten (10) minute break will be scheduled around mid-point.

13.04 **Notice of Work Shortage** – Employee reporting for work as usual on a regular working day, unless notified three (3) hours prior to their shift not to report, and for whom no work at their regular job is available, shall be offered at least four (4) hours employment in other work at the employee’s current rate of wages, or, at the Company’s option, will be paid for four hours pay in lieu of work. This provision shall not apply if the failure to receive notice was caused by the employees’ absence on the previous day or if the failure to provide work is caused by reason of machinery breakdown, fire, flood, power failure, acts of God and other like causes. In the event that notification is necessary during the same day as the shift being cancelled/reduced, the following procedure will be followed:

The employee will be contacted by telephone or direct contact at the employees’ address. The contact will be made in the presence of a Union Representative or if such is not available, another bargaining unit employee.

13.05 **Absence from Work – Reporting** - Absence that will result in the employee being off work for five (5) working days or more will require that the employee present a doctor’s certificate or relevant document by mail, fax, telegram or in person, every five (5) working days of absence unless previous documentation states a return to work date beyond five (5) working days, to the Human Resources Office.

If any employee cannot present, they/their documentation by the fifth day of absence, the employee can request an extension from the five-day restriction from the Human Resources Department. Such request for extension will not be unreasonably denied.

Failure to comply with the above may result in disciplinary action being taken.

13.06 The official temperature readings shall be done by a representative of each party on the Joint Health and Safety Committee.

When the official temperature reaches 95.0 F (35.0 C), the following procedure will apply:

Each existing break will be lengthened by ten (10) minutes, in the affected area until such time as the temperature is below 95.0 F (35.0 C) in that area.

Any individual suffering from heat stress or exhaustion will be temporarily released from duties. If the condition persists, and the above steps have been taken, the employee will be allowed to go home, or medical attention will be obtained. There shall be no coercion from either party or from other employees.

Notwithstanding the above, it is understood that heat stress or exhaustion can be a serious condition and should be dealt with on an individual basis.

ARTICLE 14 – VACATION

- 14.01 (a) All employees who have been steadily employed by the Company up to five (5) years as of the employee's anniversary date, will receive two (2) weeks annual vacation at a time convenient to the Company and approved through the vacation request procedure in Article 14.03.
- (b) All employees who have been steadily employed by the Company after five (5) years as of the employee's anniversary date, will receive three (3) weeks annual vacation at a time convenient to the Company and approved through the vacation request procedure Article 14.03.
- (c) All employees who have been steadily employed by the Company after ten (10) years as of the employee's anniversary date, will receive four (4) weeks annual vacation at a time convenient to the Company and approved through the vacation request procedure in Article 14.03.
- (d) All employees who have been steadily employed by the Company after 18 years as of the employee's anniversary date will receive five (5) weeks' vacation at a time convenient to the Company and approved through the vacation request procedure in Article 14.03.
- (e) In the case of an employee's termination, vacation pay will be provided on the basis of standard vacation entitlement.

14.02 Vacation Pay Method

Vacation pay will be paid as follows:

Vacation pay will be paid in accordance to the Employment Standards Act.

Employees will receive vacation pay when they take vacation and for the duration of the vacation taken.

Vacation pay will be paid on the basis of the employee's regular hourly rate multiplied by the employee's regular daily hours of work, multiplied by the number of vacation days taken.

14.03 Vacation Scheduling:

Employees with two weeks entitlement must book in one (1) or two (2) week intervals. They cannot break up their vacation into individual days. Employees with more than two weeks entitlement must take a minimum of two weeks as whole weeks off and will be allowed to break a maximum of two weeks into individual days.

The Company shall supply forms to be used for vacation selection no later January 15th of each year. Employees who select vacation time and return forms by January 31st will be granted vacation by seniority. Vacation requests received after January 31st will be done on a first come basis. Note: The Company reserves the right to limit vacation during the peak period of May to September so that not more than 10% of the employees are absent at any one time.

Vacation entitlement will be allocated in the following manner and sequence:

1. Should the Company schedule a vacation shutdown, notice will be posted no later than the 30th of April each year.
2. If work is not required during such shutdown "all employees" will be required to take two (2) weeks' vacation time during the shutdown, unless vacation has been approved prior to April 30th.
3. Employees, who have exhausted their vacation time (by booking either prior to or after the shutdown), will be obligated to work during the shutdown if work is required.
4. If additional employees are required the Company will post a list asking for volunteers to work the shutdown. It is understood that this list is strictly voluntary.
5. If the number of people required is still not met, the company will call for mandatory work beginning with the most junior qualified employee. This procedure will continue to work its way from the bottom of the seniority list upward until the required number of employees is achieved.

6. All vacation entitlement must be used by the end of the calendar year. There will be no carry over allowed for time not taken.
7. All vacation entitlement must be booked by the 1st of September each year. Employees who have not done so will have their vacation time scheduled by the Company.
8. A vacation matrix will be implemented and posted for employee information.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Leave of Absence:

The Company may grant leave of absence not to exceed two (2) calendar months, with seniority accumulating to any employee for legitimate personal reasons. In the event that a leave of absence in excess of two calendar months is granted, then such employee shall accumulate seniority for the first two (2) calendar months.

- Employees with 10 years' service may be granted 5 weeks leave of absence every 3 years.
- Employees with 5 years' service may be granted 3 weeks leave of absence every 3 years.
- Employees with 2 years' service may be granted 2 weeks leave of absence every 3 years.

The Company reserves the right to limit leaves of absence during the peak period of May to September so that no more than 5% of the employees are absent at any one time. Workplace Safety & Insurance Board and long-term illness will be excluded from the calculation. Within each department, the granting of leave of absence will be based on seniority of those applicants whose leave of absence has been filed before January 31st each year. Once leave of absence has been approved for stated dates within the peak period, it will not be subject to change by the employee because of any reason. Overstaying of leave of absence beyond the dates agreed to on the original application will be subject to the provisions of Article 16.04(e). It is understood that during such leave, the employee will be responsible for the payment of they/their benefit premiums.

All vacation must be taken nor scheduled and approved before a leave of absence is approved unless the employee only has two (2) weeks' vacation.

15.02 The following reasons will be considered applicable for an approved leave of absence provided proof is submitted to the Company within thirty (30) days of the leave of absence being granted:

- (a) Marriage of the employee (limited 10 working days),
- (b) Serious illness in the family,
- (c) Death in the family,
- (d) Other reasons considered legitimate by the Company.

In granting leaves of absence to employees for the above reasons, the number of days allowable will be limited to two (2) calendar months, with seniority accumulating.

Nothing herein shall prevent the Company from granting leave of absence for periods longer than two (2) months.

The Company will grant other types of leaves as appropriate and highlighted in the Employment Standard Act of Ontario.

15.03 Union Leave:

- (a) The Company will grant a leave of absence with pay to not more than six (6) employees to attend union conventions or conferences for a period(s) not to exceed a total aggregate of thirty (30) days in any one year. Requests for such leave must be made at least two (2) weeks in advance of the requested time off. A leave will not be granted if it interferes with the efficient operations of the plant. During such leave the Company will continue to pay wages to the employee and the union will reimburse the Company for the total amount or such wages plus non-wage costs to a maximum of 14% plus the amount of the individual employee's vacation pay percentage.
- (b) Upon application by the union at least six (6) weeks in advance in writing the Company will give reasonable consideration to a request for a leave of absence without pay to an employee elected or appointed to full-time union office. Such leave if granted shall be for a period of up to one (1) year. Seniority shall continue to accumulate during such absence. It will

be the responsibility of the employee to make full payments of any applicable benefits to which they are participating and eligible during such leave of absence.

15.04 Bereavement Leave

Bereavement Pay as defined herein, shall be payable to employees who have completed their probationary period.

Probationary employees are not entitled to be paid for bereavement, but will be allowed time off based on this clause.

Bereavement Pay: In the case of death of the immediate family (defined as husband or wife, common-law spouse, parent or child, step-parent or step-child, legal ward, legal guardian, brother or step brother, sister or step sister, mother-in-law or father-in-law, grandchild, same sex partner), the Company shall pay the employee up to three (3) days lost time to grieve and/or attend the funeral providing they are normal working days.

In the case of death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, the Company will pay the employee one (1) day lost time to grieve and/or attend the funeral provided this is a normal working day.

Payment shall be at the regular rate of pay of the employee multiplied by the hours normally worked in the full working day. Fraudulent claiming of such pay on the form presented by the Company, will render the employee liable to discharge. No allowance is paid if the employee is on personal or medical leave of absence, or any time which the employee receives holiday benefits.

When a death in the immediate family happens while on approved vacation the above days shall be regarded as bereavement. The vacation allotment in question will be reinstated. The scheduling of further vacation must follow Article 14.03

15.05 Pregnancy and Parental Leave:

The Company agrees to provide pregnancy and parental leave as per the Employment Standards Act.

15.06 Jury Duty:

Employees will be granted a leave of absence if called to jury duty or subpoenaed as a crown witness. Employees will be paid at their regular rate of

pay minus any payment to a maximum of thirty (30) working days for jury duty or as a subpoenaed crown witness, provided proof is supplied to the Company.

ARTICLE 16 – PAID HOLIDAYS

16.01 (a) All employees who have been in the employ of the Company for three (3) months shall receive payment for the following paid holidays:

New Year's Day	Canada Day
Good Friday	Christmas Day
Labour Day	Thanksgiving Day
Easter Monday	Boxing Day
Victoria Day	½ day before Christmas Day

Additional paid holiday during the Christmas to New Year's period and one personal floater. The personal floater must be applied for by the employee and may be approved by the Company based on operational needs.

Such payment shall be based on the employee's regular current rate multiplied by the number of hours they would normally have worked on such day.

(b) Should any of the holidays recognized in this agreement, fall during the vacation period of any employee, they shall be paid for such holiday at the regular rate in addition to their vacation pay. Any statutory holiday which falls during the employee's vacation shall be taken as an additional day to the vacation time. The vacation day will be taken at a time agreed upon and approved through the vacation request procedure.

16.02 Payment for paid holiday as above shall be made subject to the following condition:

(a) The above plant holidays recognized in this Agreement will be paid for at the day shift rate of the employee's regular job. The Company may refuse holiday pay to an employee if they are absent on either that last scheduled working day before, or the first scheduled working day after the holiday. However, payment for the holiday shall be made if the employee worked within five working days immediately before or after the holiday, but was absent on the qualifying days due to legitimate illness, lay-off or authorized leave of absence, acceptable proof being provided to the Company.

ARTICLE 17 – SENIORITY

- 17.01 (a) In case of layoff and recalls after such layoff, plant seniority will govern, provided that the employees affected have the immediate skill, ability, efficiency and competence. A familiarization period of up to one (1) day or such longer period as in the discretion of the Company is deemed appropriate will be provided to the successful applicant.
- (b) If the Company has ample notice, the Company will give at least 24 hours' notice.
- (c) Subject to (a) above, employees who are laid off will be laid off in the reverse order to which their names appear on the seniority list.
- (d) All employees who have completed their probationary period will have recall rights for a period of twelve (12) months. Any employee who is recalled during the twelve (12) months will be reinstated with the understanding that the full twelve (12) months would commence again at the start of any subsequent lay off and recall.
- (e) Unless there are no qualified employees to do the work available, no probationary employee will remain in the plant, while a full-time bargaining unit employee is on lay off, provided the full-time employee has the mandatory licenses to perform the job.

17.02 Job Postings

- (a) In promotions, preference shall be given to those employees having the longest service in the plant, provided always that the employees in question are, in the decision of the Company, of equal skill, ability, efficiency and competence. Should the Company or employee determine the transfer is not successful the employee has the right to or will be directed to the previous position within 20 working days.
- (b) (i) Where a permanent vacancy occurs in classifications, the vacancy will be posted for a period of three (3) working days.
- Where two (2) or more employees have equal skill, ability, efficiency and competence, in the judgment of the Company, then seniority will govern.

- (ii) The following factors will be considered in evaluating an employee's skill, competence, efficiency and ability related to the performance of work for which the employee is a candidate:
 - (A) Physical requirements or the occupation and physical qualifications.
 - (B) Satisfactory performance on present occupation.
 - (C) Satisfactory performance to the other occupation in the department which are related to the occupation for which the employee *is* a candidate.
 - (D) Licenses where required.
- (iii) If an employee is successful in obtaining a job through a job posting, the employee will be ineligible to post for another job posting for the following six (6) month period of time commencing the first day the employee starts the new job unless there are no other internal postings and no other internal candidates within this 6 month period.
- (iv) Pre-posting New Position – In the event a new position is created due to a new technique, process, machine or operation, the Company may pre-post such positions up to four months in advance of the start of the operation. Both parties can mutually agree to extend the time of the preceding for a period of up to 45 days. Notwithstanding this extension, the selected candidate will receive the rate of pay for the new position at the end of 4 months, after being selected for the position.
- (v) Temporary Job Posting – The Company will post all temporary vacancies which exceed forty-five (45) working days due to accident, sickness, pregnancy and parental leave, Workplace Safety and Insurance Board, and leave of absence.

17.03 An employee will be considered probationary for the first ninety (90) days worked and will have no seniority rights during that period. After the employee has worked ninety (90) days the employee's seniority shall date back to their date of hire. In the event a probationary employee is not meeting requirements, the Company, after discussing such with the Union, may extend the probation for the defined term. The extension will allow the Company to further evaluate performance.

- 17.04 Seniority and the employee's employment shall be terminated when:
- (a) Quits for any reason
 - (b) Is discharged and is not reinstated through the grievance procedure or arbitration
 - (c) Has been on lay-off for a continuous period of twelve months
 - (d) Has been recalled and fails to report for work within five (5) working days after being notified by certified mail to the last address they had recorded with the Company, unless they shows that they are prevented from reporting by a legitimate sickness or any other cause which is reasonable in the opinion of the Company.
 - (e) Fails to return to work immediately after the expiration of a leave of absence, unless prevented from doing so by illness or other cause which is reasonable in the opinion of the Company.
 - (f) Chooses to be terminated after any period of temporary layoff as defined in the Employment Standards Act.
 - (g) Retires
- 17.05 An employee shall accumulate seniority under any of the following conditions:
- (a) While the employee is at work for the Company after the employee has completed the probationary period as set out in 17.03.
 - (b) In accordance with the Workplace Safety and Insurance Act.
 - (c) During the first six calendar months of any absence due to illness or lay-off.
 - (d) During the first two calendar months for any absence due to approved leave of absence.
- 17.06 Any employee's reinstatement after sick leave will be conditional on acceptable clearance from a physician. If there are noted restrictions, they will be reviewed for suitability of available work before commencement of potential work
- 17.07 Except for vacation entitlement and layoff purposes, seniority as referred to in this Agreement, shall mean length of continuous service in the employ of the

company at the 591 Arvin Avenue if an employee of that facility and Oshawa location if an employee of that facility and shall be on a plant-wide basis.

17.08 A seniority list will be posted and a copy given to the Union every three (3) months.

Where two (2) employees commence employment on the same day, their priority on the seniority list will be determined by the total number of hours worked for the Company including temp hours at the commencement of employment date.

17.09 The Company recognizes the role of the Union Committee (as described in 6.01) and agrees whenever possible to inform the Committee prior to implementation or as soon as possible thereafter, of any changes in work processes or operation which may affect the bargaining unit.

17.10 In the event that business circumstances require that an employee be temporarily assigned to a position outside the scope of this agreement, the employee shall retain their seniority and shall return to the job previously held in the Bargaining Unit, upon completion of such assignment. In each case the employee shall continue to pay union dues throughout the temporary assignment.

The temporary assignment shall not exceed a three (3) month period. This three (3) month period may be extended by mutual consent between the Company and the Union.

17.11 It shall be the duty of the employees to notify the Company promptly of any change of address and phone number. If any employee should fail to do this, the Company will not be responsible for failure of a notice to reach such employee.

17.12 The Company agrees that seniority preference on a departmental basis exists for Local Union officers and stewards provided they have the necessary skill and ability to perform the work available. It is agreed that the intent of this clause is to ensure that there is Union representation in the plant. If there is more than one steward in a department, this clause will only apply to the steward with the greater seniority. The remaining steward will be subject to lay-off and recall in the same manner as employees who are not stewards.

- 17.13 In the event an employee announces their intention to quit or terminate their employment by walking off the job without permission due to reasons of severe family problems/personality conflicts on the job, and subsequently requests reinstatement in writing to the Human Resources Office within two (2) working days, the employee may be reinstated without loss of seniority at the discretion of the Company. This decision will be made in a fair and non-arbitrary manner.

ARTICLE 18 – HEALTH AND SAFETY

- 18.01 The Company will continue to make provisions for the health and safety of its employees during the course of their employment, and will comply with all applicable Provincial Regulations or Acts and such Regulations and Acts shall represent the minimum acceptable standards. The Company will ensure that sufficient members of the bargaining unit will receive first aid training. The Company, the Union and the employees will co-operate in maintaining safe and healthful working conditions. Management representatives and employees will observe the Company Health and Safety Rules and will co-operate in the prevention of accidents and injuries.

The Joint Health and Safety Committee shall promote safe working practices and sanitary and healthful working conditions. The Committee shall meet as often as it deems necessary but not less than once each month on definitely established dates for the purpose of discussing health, safety and sanitation problems. Minutes of such meetings will be signed by the Committee, copies of which shall be kept on file by both the Company and the Union. At the meeting, data concerning accidents in the plant will be made available. The Committee will tour the plant periodically to observe whether adopted health and safety recommendations are being complied with, as well as observing sites of lost time accidents. Arrangements may be made between the Co-Chairperson or their designates of the Joint Health and Safety Committee for the joint inspection of health and safety complaints.

- 18.02 The Company agrees that it will address issues of plant security at Health & Safety Meetings.
- 18.03 The Company agrees to provide a safety shoe allowance of \$130.00 per year for Company approved safety footwear, for employees with seniority. Proof of purchase must be supplied.

- 18.04 The Company agrees to provide two (2) sets of winter wear to be made available to employees requested to work outside and who do not have ample wear to do so. The two (2) sets will be located in the Supervisors' office. Each employee required to perform work outside in the winter will be supplied with their own winter jacket.
- 18.05 The Company will provide a copy of the Form #7(WSIB) to an injured employee within three (3) working days of notification of injury.
- 18.06 The JHSC will be provided a communication board in each plant.
- 18.07 The Union JHSC Co-chair or designate will be afforded up to a maximum of 2 hours per week to deal with Health & Safety matters. All hours must be coordinated with their Production Manager or designate.
- 18.10 The Company will continue to provide all the members of the union JHSC with JHSC Members Certification Training. Alternates will be provided the training after 1 year of active JHSC service.

ARTICLE 19 – WORKERS UNITED CANADA COUNCIL EDUCATION FUND

- 19.01 The Company agrees to make a payment of \$1,500.00 effective 2020 toward the WORKERS UNITED CANADA COUNCIL Education Fund and in each subsequent year of this agreement. This will be handled through a separate transaction.

ARTICLE 20 - TERMINATION


- 20.01 This agreement shall remain in force from **January 23, 2020 to 11:59 pm on December 31st, 2022** and shall continue in force from year to year thereafter unless in any year not more than one hundred and twenty days, and not less than thirty days, before the date of its termination, either party shall furnish the other with notice of termination of, proposed revision of, this Agreement. It is agreed that both parties shall meet within fifteen days of notice of termination or proposed revision of this agreement.


20.02 During negotiations for the revision in this Collective Agreement as provided in 19.01 hereof, the Agreement shall remain in full force and effect until a satisfactory settlement has been reached or until the conciliation procedure prescribed under the Ontario Labour Relations Act has been completed, whichever occurs first.


Signing Bonus:

The Company agrees to a \$300.00 signing bonus for all bargaining unit members upon successful ratification.

TIERCON CORP.



Craig George, Human Resources
Manager, Tiercon Corp.

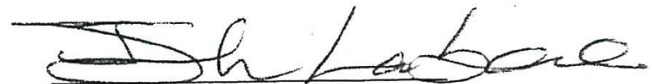
Rob Vanderlaan

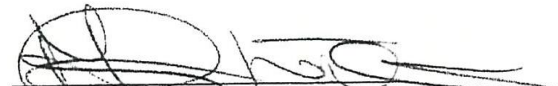
Jennifer Matsushita

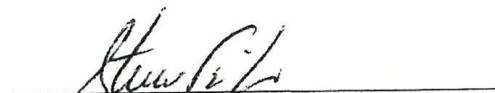
**Workers United Canada Council
on its own behalf and on behalf of its
Local 314**


for the Union:



John Helson - National Representative
Workers United Canada Council and its Local 314



Jatinder Labana

Marilyn Williams

Steven Fisher

Glenn Butler

Richard Millotson

SCHEDULE “A” – WAGES

		\$0.75	\$0.60	\$0.60
	July 1st, 2019	July 1st, 2020	July 1st, 2021	July 1st, 2022
Loader/Unloaders	\$15.93	\$16.68	\$17.28	\$17.88

		\$0.60	\$0.45	\$0.45
	July 1st, 2019	July 1st, 2020	July 1st, 2021	July 1st, 2022
General Labour	\$15.93	\$16.53	\$16.98	\$17.43
Machine Operator	\$16.90	\$17.50	\$17.95	\$18.40
Shipper/Receiver	\$18.61	\$19.21	\$19.66	\$20.11
Material Handler	\$18.61	\$19.21	\$19.66	\$20.11
Assembler	\$16.90	\$17.50	\$17.95	\$18.40
Buffers/Inspection	\$17.07	\$17.67	\$18.12	\$18.57
Sanders	\$16.45	\$17.05	\$17.50	\$17.95
Powerwasher	\$20.59	\$21.19	\$21.64	\$22.09

Employees hired after August 29, 2013 shall be paid in accordance with percentage of the full classification rate as illustrated in the schedule below:

Start Rate:	90%
After One year of employment	92%
After two years of employment	94%
After Three years of employment	96%
After Four years of employment	100%

Notes:

- 1) All wage escalation increases would be effective the first payroll of the month in which the milestone is reached.
- 2) The Company agrees to maintain a gap between minimum wage and starting wage for all classification of no less than \$1.30 for the duration of this agreement.

For agency staff hired into bargaining unit positions with more than one year’s continuous service with the Company, the wage schedule will be adjusted to account for such continuous service when the employee starts with the Company. In all other respects, a new hire will be dealt with as per terms of the collective agreement.

Wage Schedule: Loader and Unloader

			Annual Wage increase to Classification		
			\$0.75	\$0.60	\$0.60
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$15.93	\$16.68	\$17.28	\$17.88
Tier 2: Start	90%	\$14.34	\$15.01	\$15.55	\$16.09
Tier 2: Yr 1	92%	\$14.66	\$15.35	\$15.90	\$16.45
Tier 2: Yr 2	94%	\$14.97	\$15.68	\$16.24	\$16.81
Tier 2: Yr 3	96%	\$15.29	\$16.01	\$16.59	\$17.16
Tier 2: Yr 4	100%	\$15.93	\$16.68	\$17.28	\$17.88

Wage Schedule: General Labour

			Annual Wage increase to Classification		
			\$0.60	\$0.45	\$0.45
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$15.93	\$16.53	\$16.98	\$17.43
Tier 2: Start	90%	\$14.34	\$14.88	\$15.28	\$15.69
Tier 2: Yr 1	92%	\$14.66	\$15.21	\$15.62	\$16.04
Tier 2: Yr 2	94%	\$14.97	\$15.54	\$15.96	\$16.38
Tier 2: Yr 3	96%	\$15.29	\$15.87	\$16.30	\$16.73
Tier 2: Yr 4	100%	\$15.93	\$16.53	\$16.98	\$17.43

Wage Schedule: Machine Operator

			Annual Wage increase to Classification		
			\$0.60	\$0.45	\$0.45
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July 1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$16.90	\$17.50	\$17.95	\$18.40
Tier 2: Start	90%	\$15.21	\$15.75	\$16.16	\$16.56
Tier 2: Yr 1	92%	\$15.55	\$16.10	\$16.51	\$16.93
Tier 2: Yr 2	94%	\$15.89	\$16.45	\$16.87	\$17.30
Tier 2: Yr 3	96%	\$16.22	\$16.80	\$17.23	\$17.66
Tier 2: Yr 4	100%	\$16.90	\$17.50	\$17.95	\$18.40

Wage Schedule: Material Handler & Shipping

			Annual Wage increase to Classification		
			\$0.60	\$0.45	\$0.45
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$18.61	\$19.21	\$19.66	\$20.11
Tier 2: Start	90%	\$16.75	\$17.29	\$17.69	\$18.10
Tier 2: Yr 1	92%	\$17.12	\$17.67	\$18.09	\$18.50
Tier 2: Yr 2	94%	\$17.49	\$18.06	\$18.48	\$18.90
Tier 2: Yr 3	96%	\$17.87	\$18.44	\$18.87	\$19.31
Tier 2: Yr 4	100%	\$18.61	\$19.21	\$19.66	\$20.11

Wage Schedule: Assembler

			Annual Wage increase to Classification		
			\$0.60	\$0.45	\$0.45
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$16.90	\$17.50	\$17.95	\$18.40
Tier 2: Start	90%	\$15.21	\$15.75	\$16.16	\$16.56
Tier 2: Yr 1	92%	\$15.55	\$16.10	\$16.51	\$16.93
Tier 2: Yr 2	94%	\$15.89	\$16.45	\$16.87	\$17.30
Tier 2: Yr 3	96%	\$16.22	\$16.80	\$17.23	\$17.66
Tier 2: Yr 4	100%	\$16.90	\$17.50	\$17.95	\$18.40

Wage Schedule: Buffers & Inspection

			Annual Wage increase to Classification		
			\$0.60	\$0.45	\$0.45
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$17.07	\$17.67	\$18.12	\$18.57
Tier 2: Start	90%	\$15.36	\$15.90	\$16.31	\$16.71
Tier 2: Yr 1	92%	\$15.70	\$16.26	\$16.67	\$17.08
Tier 2: Yr 2	94%	\$16.05	\$16.61	\$17.03	\$17.46
Tier 2: Yr 3	96%	\$16.39	\$16.96	\$17.40	\$17.83
Tier 2: Yr 4	100%	\$17.07	\$17.67	\$18.12	\$18.57

Wage Schedule: Sanders

			Annual Wage increase to Classification		
			\$0.60	\$0.45	\$0.45
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$16.45	\$17.05	\$17.50	\$17.95
Tier 2: Start	90%	\$14.81	\$15.35	\$15.75	\$16.16
Tier 2: Yr 1	92%	\$15.13	\$15.69	\$16.10	\$16.51
Tier 2: Yr 2	94%	\$15.46	\$16.03	\$16.45	\$16.87
Tier 2: Yr 3	96%	\$15.79	\$16.37	\$16.80	\$17.23
Tier 2: Yr 4	100%	\$16.45	\$17.05	\$17.50	\$17.95

Wage Schedule: Powerwasher

			Annual Wage increase to Classification		
			\$0.60	\$0.45	\$0.45
Tiers & Service	Escalation %	Effective Week After Ratification (Jan 25, 2020)	July1, 2020	July 1, 2021	July 1, 2022
Tier 1	100%	\$20.59	\$21.19	\$21.64	\$22.09
Tier 2: Start	90%	\$18.53	\$19.07	\$19.48	\$19.88
Tier 2: Yr 1	92%	\$18.94	\$19.49	\$19.91	\$20.32
Tier 2: Yr 2	94%	\$19.35	\$19.92	\$20.34	\$20.76
Tier 2: Yr 3	96%	\$19.77	\$20.34	\$20.77	\$21.21
Tier 2: Yr 4	100%	\$20.59	\$21.19	\$21.64	\$22.09

APPENDIX “A” – BENEFITS

Eligibility for the Plan is eleven month’s service with the Company for full-time employees who are actually at work. The Company will continue to pay premiums for all benefits, with the exception of Long-Term Disability for 6 calendar weeks from the date of accident, sickness, or layoff provided they have completed their probationary period. Fraudulent claims will result in a discharge of employees making same.

Dependent includes spouse and children to age 19 or to age 23 if a student enrolled in an accredited college or university on a full-time basis.

FOR EMPLOYEES HIRED PRIOR TO AUGUST 29, 2013

Subject to eligibility requirements of the insurance plan, Company agrees to pay 100% of the premium cost for the following benefits for all employees who have completed their probationary period.

1. Life Insurance and Accidental Death and Dismemberment – two (2) times base annual wages.
2. Health Plan/Extended Health Care – Benefits and Drugs
3. Vision Care - \$200.00/24 months per family member.
Prescription Safety Glasses – If an employee is required to wear safety glasses on the job and the employee requires prescription lenses, the Company will provide an allowance of no more than \$200, once every 24 months for the purchase of such safety glasses. The employee must submit a receipt for such purchase before reimbursement is made.
4. Dental Plan – The fee schedule will have a one (1) year lag to the dental fee guide. Premiums for the Dental Plan are fully Company paid and reimburse the employee of the cost incurred for dental work which includes the following:
 - (a) Preventative Dental – 90% Payable/Unlimited Maximum to include: endodontics, periodontics, cleanings, fillings, 6-month visits, extractions and x-rays.
 - (b) Major Restorative – 50% / \$500.00 annually per insured person.
 - (c) Orthodontic – 50% / \$1,500.00 Lifetime per dependent child.

FOR EMPLOYEES HIRED AFTER AUGUST 29, 2013

10% employee co-share payment for extended health care benefits

Managed drug formulary with a 10% employee co-share payment for Tier 1 drugs and a 30% employee co-share for Tier2 drugs

A cap of \$7,500 per year on drug costs

Hospitalization to be Ward coverage only

Orthotics to be limited to \$200 per year (no orthopedic shoes)

Maximum health care cost per employee per three calendar year period of time to be \$50,000

Vision care to be a maximum of \$200 every 24 months

Dental fee guide to lag one (1) year

Periodontic units to be limited to 5 per year

Dependent coverage: age limitation to be 19 and if attending as a full-time student in an accredited post-secondary university or college, to be 23 years old

No out of country coverage

Prescription Safety Glasses – If an employee is required to wear safety glasses on the job and the employee require prescription lenses, the Company will provide an allowance of no more than \$200.00 once every 24 months for the purchase of such safety glasses. The employee must submit a receipt for such purchase before reimbursement is made.

APPENDIX “B” – LABOUR MANAGEMENT COMMITTEE

1. Both Parties agree to establish an Employee Relations Committee consisting of Union representation and Management representation. Prior to meeting, each party will submit an Agenda listing items to be discussed. The committee will meet quarterly unless there is agreement to meet more frequently, for a period of one hour or a longer period if mutually agreed upon between the parties. The committee will provide a forum for ongoing communication and the joint consideration of various concerns which arise from day-to-day activities of the employees represented by the Union. All such meetings will be held during working hours.

APPENDIX “C” – WORKPLACE HARASSMENT POLICY

The company maintains a current Harassment Program and Policy. The current revision of the policy is posted onsite.

LETTER OF UNDERSTANDING #1 – TOWMOTOR OPERATION

In the event an employee is required to operate a town motor/forklift, a license is mandatory.

LETTER OF UNDERSTANDING #2 – LEAD HAND

The position of Lead Hand will be added to the current Collective Labour Agreement.

The Lead Hand position will pay \$1.00 more per hour than the classification led to which has the highest rate in Schedule A. Probationary employees are not eligible. If following the learning period, the employee fails to qualify, the employee will be removed from the position.

Lead Hand positions will be posted. The positions will be filled following the job posting criteria as stated in Article 17.02 of the Collective Agreement. In addition to 17.02, the candidate must have a working knowledge of the production floor and have demonstrated abilities in the responsibilities listed below to qualify for the position. In addition to the above, the candidate's attendance record will also be taken into consideration.

Lead Hand will be responsible for:

1. Overseeing Group activities: training, auditing, containing, problem solving. Communicating manpower and scheduling issues with supervision.
2. Learning, communicating and following up with Engineering/Quality/Supervision on new product launches and revisions to existing products.
3. Communicating shift to shift with other Lead Hands, prior to shift start.

LETTER OF UNDERSTANDING #3 – MAINTENANCE AND TECHNICAL EMPLOYEES

Maintenance and Technical employees shall continue to be excluded from the bargaining unit provided that if the Union in the future obtains bargaining rights for any of such employees, they will be added to this bargaining unit. Both parties reserve the right to negotiate special conditions which would apply to such employees before the agreement becomes operative with respect to them.

LETTER OF UNDERSTANDING #4 – SAVINGS PLAN

Effective November 2, 2005 the Company will contribute \$0.14 per regular hour worked by each employee to an employee bank account. The Plan and will contain the following provisions:

1. Employees become eligible and shall be deemed to have joined after 1 year's service.
2. Contributions by the Company will be paid into the employee's direct deposit payroll account.

LETTER OF UNDERSTANDING #5 – OVERTIME ASSIGNMENTS

Problems with overtime assignments will be raised in weekly communication meetings between the senior union officer from within the bargaining unit and the Plant Manager.

It is the joint objective of the Company and the Union in administering Article 13.03(d) to:

1. Ensure that supervisors utilize the overtime list;
2. In the event that an employee is by passed who should have been offered the overtimes as in #1 and #3 and the circumstances are demonstrated within 24 hours to the Plant Manager, the appropriate Steward will accompany the Supervisor who made the mistake during the overtime assignment for the next week;
3. Resolve the groups amongst whom overtime will be rotated considering:
 - (a) necessary skills and ability to perform the work and shift time
 - (b) for "same day" overtime, the time at which the overtime is required to be worked compared to the starting / quitting time for employees in (a)
 - (c) identify necessary changes in overtime canvassing and documentation procedures.
4. The Company and the Union will negotiate overtime distribution guidelines.

In the administration of article 13.03(b) the parties agree on the following objective:

- provide more than one (1) hour's notice of required overtime, where reasonably possible;
- problems with the manner in which supervisors require overtime under 13.03(b) will be identified and corrected;
- a brief explanation of the need for overtime will be provided;
- employees who pre-register as using public transportation and who are required to work overtime on the afternoon shift past 1:00 a.m. will be provided transportation to the Barton & Bray bus stop or East Gate bus stop if required. The Company's liability shall be limited to arranging and paying for transportation to a maximum of 5 persons;
- the maximum amount of overtime which may be mandatory on any one shift for any one employee is one (1) hour up to a maximum of 4 hours per week Monday through Friday;
- all overtime opportunities will be shared on a seniority basis amongst the employees who normally perform the work to be done;
- an employee, who is bypassed but should have been asked to work an overtime assignment, will be given the opportunity to work on the next available overtime assignment provided that this is within the employee's normal work duties.

LETTER OF UNDERSTANDING #6 – 591 MOLD DEPARTMENT

The parties agree to pursue steady shift assignments for employees in the 591 Mold department. If a vote by the Mold employees confirms majority support for steady shift assignments, then a six-month trial period will be initiated. The trial will be used to confirm that there are no negative impacts to the operations. If the trial period has negative business impacts the parties agree that steady shift assignments cannot move forward. If the trial period has positive business impacts, the parties agree the steady shift assignment can move forward. The parties agree to share and review the business

parameters during the period of the trial. The workings of the steady shift assignments need to be defined between the parties. A vote will take place within 4 weeks of the ratification.

LETTER OF UNDERSTANDING #7 – SCHEDULE OF MEMORANDUM’S OF AGREEMENT

Memorandum of Agreement #1 – Continuous Improvements

The Parties acknowledge it is necessary to continually make improvements in labour relations, health, safety, productivity, and waste management. The Parties agree to cooperate and support the efforts to make improvements in these areas.

Memorandum of Agreement #2 – Lift Truck Operator Training

The company agrees to consider any recommendations submitted by the JHSC in regard to Lift Truck Operator Training.

Memorandum of Agreement #3 – Temporary Workers Surpassing 240 Hours

Effective January 1, 2020, the Company will make hiring decisions of temporary workers after 480 hours worked. The Company will advise the Chairperson or designate of any temporary workers surpassing 240 hours.

Memorandum of Agreement #4 Return To Work Process Training

The company agrees to re-train on the Return To Work process including relevant documentation.

Memorandum of Agreement #5 – Skill Development And Training

The Company agrees to collectively discuss Skill Development and Training through our Labour Management Process. This shall be a topic in the next mutually scheduled Labour Management Meeting.

Memorandum of Agreement #6 JHSC Recommendations

The company will consider JHSC recommendations as they relate to lift truck training, heat stress (thermometers & heat stress training), fire safety, EHS inspections, and the return to work process