

**AGREEMENT**

**BETWEEN**

**HYDMECH CANADA CORP.**

**AND**

**UNIFOR LOCAL UNION NO. 636**

**DATED: JULY 1, 2021**

**EXPIRES: JUNE 30, 2025**

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## Article 1 - Purpose

1.01 It is mutually agreed that the purpose and intent of this agreement is to promote cooperation and harmony between the Company, the employees and the Union and to secure for the parties, the full benefits of orderly collective bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other and to provide an amicable method for the prompt disposition of all grievances, to eliminate interruption of work and interference with the efficient operation of the Company's business and to set forth the conditions of employment to be observed by the employees, the Union and the Company. The Company and the Union in the administration of the collective agreement, will endeavor to do so in a fair and reasonable manner.

1.02 In this agreement, words using masculine gender include the feminine and neuter, the singular includes the plural, where the text so indicates.

1.03 The Company will negotiate at all times necessary in the manner provided herein, with the chosen accredited representatives of the union, for the purpose of determining any disputes which may arise as to wages, hours of work, working conditions, or any other question affecting the employees. The Company agrees that it will not exercise its management rights to restrict or limit the rights of its employees herein granted.

1.04 The employees recognize and acknowledge that in ratifying this collective agreement that all individuals will work diligently, on a "day in day out" basis for the duration of this contract, in a positive and cooperative manner, aimed at achieving the Company goals as defined by management. "

## Article 2 - Recognition

2.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of HYDMECH CANADA Corp., in the City of Woodstock, save and except supervisors, engineers, those above rank of supervisor, clerical, office, and sales staff.

## Article 3 - Discrimination

3.01 The Company and the Union agree that they will not discriminate against any employee due to race, creed, colour, sex, nationality, age, marital status, political or union affiliations or sexual orientation.

3.02 A complaint of discrimination by an employee shall be investigated by a committee consisting of the Plant Chairperson and the President/CEO, or their designates.

## Article 4 - Management Rights

4.01 The Union recognizes and acknowledges that the management of the plant and direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

1. to operate and administer its affairs, to direct the working force, to plan, direct and control operations.
2. to schedule working hours, to determine the number of employees to be employed and the right to hire, promote, demote, layoff and recall employees.
3. to discipline, suspend or discharge employees, for just cause.

4. to make, enforce, and alter, from time to time, rules and regulations covering the operations, a violation of which shall be among the reasons for discipline or discharge, subject to the grievance procedure. Such rules and regulations shall not be inconsistent with the provisions of this Agreement and any such changes to these rules and regulations will be meaningfully discussed with the plant committee before publication.

5. to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment, product components, parts and material to be used, parts components, products, materials, services and equipment purchased, the control of materials and parts, the methods and techniques of work, the content of jobs, and schedules of production;

6. to determine the extension, limitation curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company.

4.02 The provisions of Article 4 are subject to the expressed provisions of this agreement, and provided they are not inconsistent with the terms of this agreement.

#### Article 5 - Union Membership and Dues Check-Off

5.01 All present employees, shall be required to become or remain members of the Union. All new hires shall as a condition of their employment be required to become and remain members of the Union.

5.02 Dues are defined for the purpose of this Article as the regular Union dues and initiation fees as prescribed by the constitution of the National Union.

5.03 (a) The Company will deduct from each pay cheque after an employee has worked forty (40) hours in any one (1) month or has receive the equivalent of forty (40) hours pay in any one (1) month, the regular monthly dues and remit monies to the financial secretary of UNIFOR Local No.636, within five (5) working days of the deductions.

(b) Initiation fees shall be deducted from the second pay period in the applicable month and remitted separately from dues to the financial secretary of UNIFOR Local 636 within five (5) working days of the deductions.

5.04 The Company will, at the time of making such remittance, supply a list of names of each employee from whose pay deductions have been made and the amount deducted for the month. Also, the name and status of any employee from whom the Company has made no dues deductions.

5.05 Dues are not payable when a member receives Sick and Accident benefits or Workers Compensation benefits.

5.06 The Company agrees to supply the UNIFOR area office with quarterly alphabetical list of employee names, seniority, addresses, phone numbers and postal codes including noting any changes in addresses, individuals who retire or terminate and new employees hired.

5.07 The Company agrees to include on an employee's T4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.

## Article 6 - Union Representation

6.01 The Company acknowledges the right of the Union to elect a plant committee which shall be composed of three (3) representatives. . These three (3) representatives, including the chairperson cannot be from the same department. These Union representatives at the time of their election must be active employees of the Company with seniority. If a representative selection can't be made the Union will make the appropriate selection and advise the Company.

The duty of the representatives shall be to represent the employee(s) in the processing of grievances of complaints as outlined in the grievance procedure and Article 8.

6.02 The Union will inform the Company, in writing, of the names of Union representatives and any subsequent change in the names and the Company will not be required to recognize such representatives until notification from the Union has been received.

6.03 The Union representatives and/or grievor shall report to and obtain permission from their supervisor whenever it becomes necessary to leave their work, for the purpose of investigating and processing grievances, or complaints as outlines in the grievance procedure. Such permission will be granted within a reasonable period of time, without undue delay, The Company may need a reasonable period of time to find a replacement, such time not to exceed thirty (30) minutes. The Union representatives and/or grievor shall report back to their supervisor at the time they return to work.

6.04 Time off work by Union representatives, or the grievor, investigating and processing grievances or complaints only, will be paid by the Company at the applicable hourly rate. It is agreed by the Union that only such time as is reasonably necessary will be consumed by such persons during regular working hours in order to attend to in-plant Union business. The Union recognizes that cases may occur where the Company may need a reasonable period of time to provide a replacement. The employee will advise their supervisor of their destination and general nature of their business and the time anticipated to transact such business.

This committee and the Company will meet at the request of either party for the purpose of discussing issues relating to the workplace which affects the parties, or any employee bound by this agreement and also to discuss and resolve grievances. The Company will supply the meeting room and the meetings will take place during regular working hours.

The Company agrees to retain Union representatives at work during any layoffs or cutbacks in employment provided they are willing and able to perform available work during their respective terms of office.

The committee persons, together with the plant chairperson shall form the plant committee for the purpose of meeting with management for the following:

- (a) contract negotiations.
- (b) grievance meetings pursuant to Article 8, Step III; and,
- (c) other matters relating to the collective agreement.

6.05 The Company will notify the Union, in writing, of the management personnel and any subsequent changes in these names who will be dealing with the administration of the collective agreement.

6.06 Upon reasonable notification the national representative and/or president of the Union Local will be entitled to be present at meetings with management when deemed necessary by the plant committee.

6.07 When an employee wishes to see their Union representative, they shall notify their supervisor who will inform their representative of the request, subject to clause 6.03.

6.08 The Union may designate an alternative who will function in the absence from the plant of any Union representative. Notice of such alternate shall be given to the appropriate management representative, in writing before such alternate shall function.

## Article 7 - Strikes and Lockouts

7.01 The parties here to agree that there shall be no strikes, work slowdowns, work stoppages or lockouts during the life of this agreement pursuant to the Ontario Labour Relations Act S.O. 93.

## Article 8 - Grievance Procedure

8.01 The following procedure will be followed in the settlement of disputes arising out of this agreement:

STEP1: The employee(s) must state their verbal grievance to their supervisor within five (5) working days from the date of the alleged violation of the agreement became known to the griever. The employee(s) may request the supervisor to call a committee person to discuss the specific grievance. The supervisor shall render a verbal decision to the employee(s) within three (3) working days following this meeting.

STEP 2: Failing an answer or a satisfactory settlement as in STEP1, within five (5) working days of the Supervisor's decision, the aggrieved employee accompanied by a committee person, shall meet with their supervisor. At this time, the grievance must be submitted to the Company in writing. The grievance should state in what respect the agreement has been alleged to be violated or misinterpreted and the nature of the relief sought and signed by the employee or the committee person if the employee is unavailable.

A decision signed and in writing will be rendered by their immediate supervisor, with reasons, to the committee person within two (2) working days following this meeting.

STEP 3: Failing an answer or a satisfactory settlement as in STEP 2, within five (5) working days of the Supervisors' decision, the aggrieved employee, with the plant committee, shall refer the grievance, in writing and signed, to the President/CEO, or their delegate. A meeting to review the merits of the grievance will be held at a mutually agreed time and date within the five (5) working days of such submission. A representative from the national office of the Union and/or the president of the Local may be present, if requested by the Union or the Company. The President/CEO or their delegate, shall render their decision, in writing, to the plant chairperson, within five (5) working days from the date of the meeting of the parties.

8.02 Policy or group grievance initiated by the Company or by the Union will begin at the third step of the grievance procedure, with strict adherence to the term of the third step of the grievance procedure. A group grievance is a grievance which affects more than one (1) employee. Employees affected by a group grievance will be represented by one affected employee in addition to the plant committee and national representative and/or president of the Local at any meetings with management held to discuss the group grievance.

8.03 Grievances dealing with suspension or discharge shall commence with the third step of the grievance procedure, with strict adherence to the terms of the third step of the grievance procedure.

8.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

8.05 Failing a satisfactory settlement as in the third step, the grievance may be submitted to arbitration as outlined in article 9 of this Agreement.

8.06 The Company's liability shall extend forward from no more than 45 calendar days prior to the date of the filing of the grievance.



8.07 Any grievance not presented and/or carried forward within the time limits as set forth under the steps of the grievance or arbitration procedures, or any longer periods which may have been mutually agreed upon, shall be deemed null and void. The grievance shall automatically progress to the next step should the Company not meet the time limits. The time limits foreseen at the various steps of the grievance or arbitration procedures may be extended by mutual consent, in writing, by and to the parties.

8.08 Written grievances shall be submitted on forms supplied by the Company to the Union.

8.09 The term "working days" when used in this agreement for grievance procedure shall exclude Saturdays, Sundays, holidays, and vacations as defined herein.

#### Article 9 - Arbitration

9.01 Failing a satisfactory settlement in STEP 3 of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within then (10) working days after the President/CEO, or their delegate's response.

9.02 A notice of intent to arbitrate, with a sole arbitrator, shall contain a list of three (3) arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended arbitrators, the other party will either accept one (1) arbitrator from the list or submit a list of three (3) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from this list within ten (10) working days, either party may request the Ontario Minister of Labour to name an arbitrator.

9.03 The sole arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

9.04 The decision of the sole arbitrator shall be final and binding upon both parties. The sole arbitrator shall be restricted in the award to the provisions of the collective agreement, and shall not in the award, add to, delete from, or otherwise alter or amend any provisions of the Agreement; but may modify the penalty.

9.05 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.

#### Article 10 - Discipline

10.01 An employee shall have their Union representative present during all disciplinary actions. Where the employee and the Union representative speak different languages, the Union may substitute an alternate representative.

10.02 When an employee is called to an interview by the Company and the subject of the interview is discipline the employee will be so informed before the interview and will be advised to have their union committee person present. The interview will not proceed until the union representative is present.

10.03 All written warnings and notices of suspension or discharge will be served to the employee and to the Plant Chairperson or their designate within seven (7) working days of the alleged incident. Also, the Plant Chairperson, or their designate, will be present at disciplinary meetings dealing with a suspension or discharge.

10.04 No verbal warnings shall remain in an employee's records for a period longer than nine (9) months; or a written warning for more than twelve (12) months; or any suspension for more than eighteen (18) months.

## Article 11 - Probationary and Part - Time Employees

11.01 New hires shall be considered probationary until they have completed a total of four hundred and eighty (480) actual hours worked, within a twelve (12) consecutive month period, after which they shall be assigned a seniority date which shall be their date of hire and be placed on the seniority list.

11.02 Notwithstanding anything contained in this Agreement, the provisions of Article 9 - Arbitration do not apply to the termination of employment of a probationary employee, nor shall the provisions of Article 9 be available to the Union on behalf of any probationary employee with respect to the termination of the probationary employee's employment, unless it relates to the improper payment of wages or the termination of the probationary employee for reasons which are arbitrary, or contrary to the provisions of the Ontario Human Rights Code.

11.03 Part-Time Employees shall be those employees who work on average less than twenty-four (24) hours per week. The Company will hire no more than 4 part-time employees unless by mutual agreement.

11.04 Employees hired on the same date shall have seniority based upon the alphabetical ranking of their surnames.

11.05 The Company will endeavor to fill full-time positions from the part-time seniority list before posting the position for outside hires. The seniority date of a part-time employee who becomes a full-time employee will be their date of entry as a full-time employee.

11.06 Part-time employees will be covered by all the provisions of the collective agreement. However, the provisions of Article 31- Group Benefits shall not apply to an employee whose regular hours of work are less than thirty (30) per week. Part-time employees are covered by the Pension Plan.

11.07 The Parties agree that the Company may hire up to five (5) summer students for the period May 1 to August 31, in any year. Summer students shall not accumulate any seniority during this period or remain at work if there are any regular employees on layoff. A summer student who is employed after August 31, shall be considered a new employee and be subject to a probationary period as described in paragraph 11.01. Summer students shall pay Union dues, but not initiation fees.

11.08 The Parties agree that the Company may use one (1) Co-op student for a period defined by the program, or such longer period as the Parties agree. A Co-op student is defined as a student actively enrolled in a trade program, and as a course condition, must have some practical experience for the completion of their Technical Trades certificate or diploma.

Co-op students shall not accumulate any seniority during this period or remain at work if there are any regular employees on layoff. A Co-op student who is employed after the semester, shall be considered a new employee and be subject to a probationary period as described in paragraph 11.01. Co-op students shall not be subject to pay Union dues or initiation fees.

## Article 12 - Seniority

12.01 The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Company. The term seniority shall mean the accumulated service from the date specified in Article 11.01

12.02 Seniority will be established and maintained for all employees in the bargaining unit on a Company-wide basis.

12.03 All employee names shall appear on a Companywide seniority list in order of their respective dates of hiring and their names shall also appear on their classification seniority list in order of their respective date of hiring. Such lists will be updated and posted in the plant every three (3) months and a copy of such lists will be given to the Union Chairperson of the Committee and the Local Union every three (3) months.

12.04 An employee will lose their seniority and their employment with the Company will be terminated for any of the following reasons:

- (a) if the employee voluntarily quits,
- (b) if the employee is discharged and not reinstated through the grievance procedure,
- (c) if the employee retires,
- (d) if the employee is absent without Company approved leave of absence, for more than three (3) consecutive working days, without a valid reason,
- (e) if the employee has been laid off and fails to notify the Company of their intention to accept recall within three (3) working days of being notified by Registered letter of recall without a valid reason or fails to report for work within five (5) working days of the announced recall date or such extended date as mutually agreed, without a valid reason,
- (f) if an employee overstays any Company approved leave of absence for more than three (3) working days, without a valid reason,
- (g) if an employee is laid off and not recalled within a twelve (12) month period if less than three (3) years seniority or thirty six (36) months if more than three (3) years seniority

12.05 It shall be the responsibility of the employee to notify the Company, in writing, promptly of any change in their address and telephone number (listed or unlisted). If any employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

12.06 Employees transferred to a position outside of the bargaining unit may be transferred by the Company back to the bargaining unit at any time within six (6) months of such transfer.

Employees returned to the bargaining unit, by the Company will be credited only, with such seniority acquired while in the bargaining unit.

12.07 Seniority will continue to accrue on all Leave of Absences.

### Article 13 - Layoffs and Recalls

13.01 When it becomes necessary to reduce the working force, part-time employees will be laid off first followed by probationary employees. The Company agrees where possible, to give employees fifteen (15) working days' notice of the layoff.

13.02 In the event of a layoff in a classification, part-time employees will be laid off first, probationary employees will be laid off second and next the most junior seniority employee in the classification.

13.03 Any seniority employee affected by a reduction of work in a classification will be allowed to displace a junior employee performing work in the plant that they are able to perform and will receive the applicable rate of pay in accordance with Article 30.

13.04 If there be an increase in the work force after a layoff, employees with seniority will be returned to work in the reverse order in which they were laid off, providing they are able to do the work required of them.

13.05 In the event of a dispute regarding an employee's ability to perform the available work, such employee will be given up to a five (5) working day trial period for the purpose of determining their ability.

13.06 The Company may designate up to one (1) lead hand for every full twelve (12) bargaining unit employees.

13.07 When an employee is reassigned from their classification as a result of a layoff, they will retain the right to return to their former classification when an opening exists in line with their seniority.

13.08 The Union Plant Committee will be retained in the employ of the Company during their respective term of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are able to perform. The Union Chairperson will be retained in the employ of the Company during their term of office, notwithstanding their position on the seniority list.

13.09 The Company will provide the Chairperson of the Union Plant Committee and the Local Union with a list of employees to be laid off or recalled, also any cancellation of such notices.

13.10 The Company and Union agree that should a shortage of work arise resulting in the Company having to lay-off full time employees, a notice will be posted looking for out of seniority employees in the effected classification for the lay-off period. This posting is out of seniority and the Company will only fill the number of positions the Company must lay-off. Should more out of seniority employees come forward than positions available, the Company will grant the temporary lay-off positions to the senior applicants.

This notice will only be posted for short-term layoffs of a duration of twelve (12) weeks or less. Should the lay-off last longer than twelve (12) weeks, the employees on out of seniority lay-off will be required to return to work, and junior employees who would have been affected by the lay-off will be laid off.

If any employee who elects to evoke the inverse seniority provisions is denied Employment Insurance Benefits through no fault of their own, they will be permitted to return to their previous classification displacing the junior employee from their shift previous to the lay-off.

#### Article 14 - Job Posting

14.01 If a permanent job vacancy exists or new job classifications are created, such openings shall be posted on the plant bulletin boards for a period of three (3) working days, during which time employees may make application for such vacancy.

14.02 In selecting employees for a posted job vacancy, senior employees will be given preference where the present skill ability and qualification of the applicants are relatively equal.

14.03 An employee(s) accepted by the Company to a posted job who fails to qualify, or who feels dissatisfied with the job, within a period of up to five (5) working days shall be returned to their former job. Any other employee affected thereby will also be returned to their former classification. The Company will return to the list of employees on the original job posting and award the job to the next successful applicant in accordance with the terms of Article 14.02.

14.04 The next two (2) subsequent job vacancies, if any, created by successful job bidding will be filled by job posting. Any subsequent job vacancy(s), if any, will be filled at the discretion of the Company. However, any vacancies in the classification of Labourer and Electrical Sub-assembly may be filled at the discretion of the Company.

14.05 When a completely new job is created the Company may assign an employee to such job for a period not exceeding thirty (30) days. After such time the job will be posted. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The company agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate. If the Committee and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

14.06 An employee may have one (1) job bid within a twelve (12) month period. This paragraph does not apply if the job placement is for medical reasons.

14.07 Effective Date of Ratification of this memorandum of Settlement, a Union representative will be present during the interview of candidates for jobs posted under Article 14.

14.08 The company supports employee's efforts to improve their skills. Counseling will be offered to employees to help define an appropriate training program.

#### Article 15 - Transfers

15.01 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of the Agreement, will not be covered by the provisions of this Agreement. However, if any employee on a seniority list, covered by the Agreement, is transferred, or appointed to a position outside of the bargaining unit, and later is transferred back within six (6) months to a position which is covered by this Agreement, then only the seniority which they held prior to their transfer outside the bargaining unit shall be accredited to them. If the transfer necessitates an employee being replaced, the employee in the plant or division with the least seniority shall be the one replaced. Employees having been employed only in positions outside the bargaining unit shall, if subsequently employed on a job covered by this Agreement, be considered new employees for the purpose of seniority.

#### 15.02

a) Employees may be temporarily transferred to another classification for periods up to thirty (30) working days: After such time the job shall be posted.

b) If an employee is off of, or will be off of, work for a period greater than thirty (30) working days owing to illness, accident, maternity or parental leave, the employee's job shall be posted. When the employee returns to work, the employee shall return to the job they occupied prior to the leave, and any other employee affected thereby will also be returned to their former classification.

c) The periods referred to in 15.02 (a) or (b) may be extended by mutual agreement between the Parties.

d) In the event of such transfer, the employee will be paid in the manner described in Article 30.02

Article 16 - Paid Holidays

16.01 The Company will provide the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day (Canada Day)	
Civic Holiday	

Holidays falling on Saturday are observed on the preceding Friday and holidays falling on a Sunday are observed on the following Monday, unless agreed otherwise.

Christmas - New Year's shutdown will be from December 24<sup>th</sup> –January 1<sup>st</sup> inclusive.  
(Shutdown days to be recorded in collective agreement.)

2021-2022

Christmas Eve- Friday December 24, 2021  
Christmas Day- Monday December 27, 2021  
Boxing Day- Tuesday December 28, 2021  
Wednesday December 29, 2021  
Thursday December 30, 2021  
Friday December 31, 2021  
Monday January 3, 2022

2022-2023

Christmas Eve- Friday December 23, 2022  
Christmas Day- Monday December 26, 2022  
Boxing Day- Tuesday December 27, 2022  
Wednesday December 28, 2022  
Thursday December 29, 2022  
Friday December 30, 2022  
Mon January 2, 2023

2023-2024

Christmas Day- Monday December 25, 2023  
Boxing Day- Tuesday December 26, 2023  
Wednesday December 27, 2023  
Thursday December 28, 2023  
Friday December 29, 2023  
Monday January 1, 2024

2024-2025

Christmas Eve- Tuesday December 24, 2024  
Christmas Day- Wednesday December 25, 2024  
Boxing Day- Thursday December 26, 2024  
Friday December 27, 2024  
Monday December 30, 2024  
Tuesday December 31, 2024  
New Year's Day- Wed January 1, 2025

Four-Day Weekend

2021

Thursday July 1, 2021

Friday July 2, 2021

2022

Friday July 1, 2022

Monday July 4, 2022

2023

Monday July 3, 2023

Tuesday July 4, 2023

2024

Monday July 1, 2024

Tuesday July 2, 2024

2025

Monday June 30, 2025

Tuesday July 1, 2025

16.02 An employee will not be paid for a paid holiday if:

(a) the employee is absent from work on the scheduled regular day of work preceding and/or the scheduled regular day of work following a paid holiday due to an injury or illness for which they are receiving Workers' Compensation benefits or any other type of benefit coverage.

(b) the employee fails to work the scheduled regular day of work preceding or the scheduled regular day of work following a paid holiday. An employee will not be disqualified from being paid for a paid holiday where:

(i) the employee reports late for work on either or both of the qualifying days provided the lateness does not exceed one (1) hour; or

(ii) the employee is absent on either or both of the qualify days due to verifiable illness, i.e., doctor's certificate.

(c) the employee is absent from work due to a leave of absence or for more than fourteen (14) days prior to the paid holiday.

16.03 The following arrangements may be exercised if a paid holiday falls within an employee's annual vacation:

(a) the employee may be allocated an additional day in their vacation; or

(b) the employee may elect to receive pay in lieu of an additional day off; or

(c) the employee may elect to take a day off with pay at such time as it mutually agreed between the employee and the Company.

16.04 Holidays to be paid at eight (8) hours times the employee's hourly rate plus shift premium.

Article 17 - Vacations

17.01 For the purpose of vacation pay and entitlement, the vacation year shall be from June 1st of any year to May 31st of the following year.

17.02

(a) Employees with less than one (1) year of seniority as of June 30th of any year shall receive vacation pay of one (1) day of paid vacation at their regular hourly rate of pay for every thirty-six (36) calendar days of employment.

(b) Employees who have attained one (1) year seniority but less than five (5) years of seniority as of June 30th of any year shall be entitled to two (2) weeks' vacation. An employee eligible for two (2) weeks shall receive vacation pay of 4% of their gross earnings in the period of June 1st to May 31st.

(c) Employees who have attained five (5) years of seniority but less than eleven (11), effective June 1, 2001, ten (10) years of seniority as of June 30th of any year shall be entitled to three (3) weeks' vacation. An employee eligible for three (3) weeks' vacation shall receive vacation pay of 6% of their gross earnings in the period June 1st to May 31st.

(d) Employees who have attained eleven (11), effective June 1, 2001, ten (10) years of seniority but less than twenty (20) years of seniority as of June 30th of any year shall be entitled to four (4) weeks' vacation. An employee eligible for four (4) weeks' vacation shall receive vacation pay of 8% of their gross earnings in the period June 1st to May 31st.

(e) Employees who have attained twenty (20) years of seniority as of June 30th of any year shall be entitled to five (5) weeks' vacation. An employee eligible for five (5) weeks' vacation shall receive vacation pay of 10% of their gross earnings in the period June 1st to May 31st.

#### 17.03

(a) Employees who attained 31 years seniority as of June 30<sup>th</sup> of any year shall be entitled to one (1) extra day (8 hours) of vacation with pay.

(b) Employees who attained 32 years seniority as of June 30<sup>th</sup> of any year shall be entitled to one (1) extra day (8 hours) of vacation with pay.

(c) Employees who attained 33 years seniority as of June 30<sup>th</sup> of any year shall be entitled to one (1) extra day (8 hours) of vacation with pay.

(d) Employees who attained 34 years seniority as of June 30<sup>th</sup> of any year shall be entitled to one (1) extra day (8 hours) of vacation with pay.

(e) Employees who attained 35 years seniority as of June 30<sup>th</sup> of any year shall be entitled to one (1) extra day (8 hours) of vacation with pay.

#### 17.04

(a) All employees must take their full vacation entitlement prior to May 31st of each year, unless otherwise permitted by the Company.

(b) Employees shall have the option to have their vacation time prorated should they be affected by a long-term layoff, illness or injury during the time period noted in Article 17.01 (vacation shutdown excluded).

(c) An employee will not be required to take their vacation if they are absent due to illness or injury prior to the time of their scheduled vacation.

(d) The term "gross earnings" shall mean to include the previous year's vacation pay and any payment for compensated hours.

#### 17.05

(a) All vacation requests will be subject to the Company being able to maintain efficient operation. In the event of a summer plant shutdown, the Company will give the employees notice no later than March 1st. The summer plant shutdown, if any, will be two (2) full consecutive weeks during the month of July.



(b) The Company will post a notice by March 1<sup>st</sup> of each year giving employees until March 31<sup>st</sup> an opportunity to indicate their preference for vacation. The Company will endeavour to accommodate employee's preferred vacation periods by order of seniority. The Company reserves the right to make final approval of the vacation schedule, including a full or partial plant shutdown, if any. The vacation schedule shall be posted by April 15<sup>th</sup>. The Company shall entertain vacation requests other than those referred to in this paragraph on a first come first serve basis.

(c) Employees who have time in excess of the shutdown or who are required to work during same, will be allowed to schedule their vacation at a time mutually convenient to the Company and the employee.

17.06 An employee who has earned a vacation under the terms of this article and is terminated or quits from active employment on or after June 1st, shall receive any unpaid vacation allowance due to them.

17.07 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children or estate shall be entitled to their earned vacation pay.

17.08 An employee who has earned vacation pay will have the right to collect their full vacation pay at the later of the first pay following July 1st of each year or the time the employee takes their vacation.

#### Article 18 - Special Field Assignments

18.01 The following provisions shall apply in determining the method of payment for employees who are required to work at a location other than in the plant.

(a) If an employee travels to a location outside of the plant and performs work on the same day, shall have their travel time counted as part of his hours of work.

(b) The hours of work of an employee who is required to work at a location other than in the plant shall be on the same basis as if they were working in the plant.

(c) An employee who travels to a location outside of the plant, and does not work on that day, shall be paid.

i) if the travel time is four hours or less, a minimum of four (4) hours pays at the employee's straight time hourly rate; or  
ii) if the travel time is more than four hours, the greater of eight (8) hours pay or the actual travel time, at the employee's straight time hourly rate.

(d) An employee on a special field assignment will be compensated for all reasonable expenses incurred for travel, food, and accommodations.

(e) The Company will make arrangements for such employee's travel and accommodations.

(f) Employees using their own vehicles for transportation will be paid mileage at the posted rate.

#### Article 19 - Hours of Work

19.01 The regular workweek shall consist of forty (40) hours and be comprised of eight (8) hours per day, Monday through Friday inclusive.

19.02 The regular day shift shall commence at 7:00 a.m. and conclude at 3:00 p.m. with a lunch period of twenty (20) minutes paid for by the Company.

19.03 The regular afternoon shift shall commence at 3:00 p.m. and conclude at 11:00 p.m. with a lunch period of twenty (20) minutes paid for by the Company.

19.04 In the event that a third shift is necessary, the regular work week shall consist of forty (40) hours and be comprised of eight (8) hours per day. Sunday 11:00 p.m. through Thursday 11:00 p.m. The regular midnight shift shall commence at 11:00 p.m. and conclude at 7:00 a.m. with a lunch period of twenty (20) minutes paid for by the Company.

19.05 There will be a paid ten (10) minute break after the first 2 1/2 hours of a shift. The twenty (20) minute paid lunch break will be five (5) hours from the start of the shift.

19.06 There shall be a paid five (5) minute wash up period before the end of each shift.

## Article 20 - Overtime

20.01 Overtime will be paid on the following basis:

(a) At the rate of one and one-half (1-1/2) times the employee's regular hourly rate including shift premiums for all hours worked on Saturday and two (2) times for all hours worked on Sunday.

(b) At the rate of two (2) times the employee's regular hourly rate including shift premium for all hours worked on a holiday plus holiday pay if eligible.

(c) At the rate of one and one-half (1-1/2) times the employee's regular hourly rate including shift premium for all hours worked in excess of forty (40) hours per week.

(d) At the rate of one and one-half (1-1/2) times the employee's regular hourly rate including shift premium for all hours worked in excess of eight (8) hours in twenty-four (24) hours in any day of the employee's regular work week.

(e) Subject to mutual agreement between the Company and the employee, an employee may work hours in excess of their regular shift, not to exceed 12 hours per day, to make up for lost hours due to personal issues. Such make up time must be worked within five (5) working days. Overtime pay will not apply in this situation.

20.02

(a) It is recognized by the parties that the needs of the business requires overtime work and that the jobs involved must be staffed by qualified employees on an overtime basis. The amount of overtime and schedule of working such overtime will be established by the Company and will be in compliance with the Ontario Employment Standards Act. The opportunity to work overtime shall be offered as equitably as possible to those employees who normally perform the work.

(b) An overtime record will be kept by the Company. The record will include details of employees who both accept and turn down a request to work overtime. Employees who work overtime shall be credited with the actual hours they worked: Employees who turndown an opportunity to work overtime shall be credited with the amount of time they would have worked if they had accepted the assignment.

(c) The Company will post the overtime records at the beginning of the month.

20.03 Notice of overtime opportunities must be given at least on (1) hour before the shift ends for an extended shift, or /in the case of a weekend, such as Saturday, Sunday or a holiday, the work notice for overtime work must be given by 2:30 p.m. on the Thursday prior to the weekend, and in the event of a holiday not on a weekend, a thirty-six (36) hour notice is to be given.

20.04 Employees asked to work overtime will be given a ten (10) minute paid break at the beginning or end of their regular shift.

### Article 21 - Shift Premium

21.01 The shift premium for the afternoon shift will be ninety cents (\$0.90) per hour effective July 1, 2008.

21.02 The shift premium for the midnight shift will be one dollar (\$1.00) per hour effective July 1, 2008.

21.03 The shift premium is to be included in the calculation of vacation pay, holiday pay, etc.

### Article 22 - Sick Leave of Absence

22.01 When an employee suffers an occupational accident on the Company premises during their working hours, and requires treatment, such employee will be paid their applicable hourly rate for the balance of their shift.

22.02 Any employee with seniority shall not lose seniority because they are unable to work because of illness or injury, and who furnishes satisfactory evidence thereof, where possible indicating the anticipated length of absence. Applicable benefits will accrue up to a period of thirty (30) months.

22.03 Any employee's reinstatement after three (3) consecutive working days of sick leave, is conditional on their supplying a certificate from a physician that they are able to return to work from the injury or sickness which caused their absence.

22.04 An employee who returns to work from sick leave shall be reinstated to their former classification, shift, and plant with no loss of seniority.

22.05 An employee shall call in to the Company on their first day of absence, at least 1/2 hour before the start of their shift, if possible, that they are unable to work stating the reason for their absence and an anticipated date to return to work. The employee will update the Company should this date need to be revised.

### Article 23 - Personal Leave of Absence

23.01 A personal leave of absence, without pay, for a valid reason, may be granted by the President/CEO, or their delegate. Such leave shall not unduly disrupt the flow of work. Consent for the leave is not to be unreasonably withheld. Such request shall be in writing, state purpose and length of time off request and be received one week in advance except in emergencies. The Company to respond within three (3) working days in writing with a copy to the committee and to the Union.

23.02 Upon an employee's return from leave of absence, the employee will be reinstated to their former classification, shift and plant.

### Article 24 - Pregnancy/Paternal Leave of Absence

24.01 Pregnancy/paternal leave of absence will be available to any seniority employee and will be in accordance with the Employment Standards Act.

24.02 When such employee returns to work, they will be reinstated to their former classification, shift and plant with no loss of seniority

#### Article 25 - Bereavement Leave of Absence

25.01 The employee shall be entitled to five (5) regularly scheduled working days off with pay, excluding Saturdays, Sundays and holidays, immediately following the date of death to attend the funeral or service or to grieve of any of the following - current spouse, child (including a stepchild), parents/step-parents and biological grandchildren.

25.02 The employee shall be entitled to three (3) regularly scheduled working days off with pay, excluding Saturdays, Sundays, and holidays, immediately following the date of death to attend the funeral or service or to grieve of any of the following - father-in-law, mother-in-law, brother, sister, non-biological grandchildren.

25.03 One (1) paid day to attend the funeral or service of a brother/sister-in-law, grandparents, grandparents in law or stepparent.

25.04 Paid at regular rate of pay inclusive of all premiums and shift differentials.

25.05 The leave of absence in this Article will be added on to holiday or vacation time if the death took place during the holiday or vacation.

25.06 The Company agrees that if the employee travels outside of Ontario to attend a funeral, two (2) additional unpaid days will be granted.

#### Article 26 - Reporting - in Pay

26.01 Employees who report for work on their regular schedule shift will be paid for the time lost to a minimum of four (4) hours at the applicable rate of pay unless notified not to report at least twenty-four (24) hours in advance, except for acts of God such as fire, flood, storm, etc. and matters beyond the reasonable control of the Company.

#### Article 27 - Call Back Pay

27.01 An employee who has completed their regular shift, and who has left the plant, and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable overtime rate. Employees called back under this clause will be guaranteed a minimum of four (4) hours pay, at the applicable overtime rate.

#### Article 28 - Health and Safety

28.01

(a) The Company recognizes its obligation to provide a safe, healthful working environment for all employees. Therefore, to this end, the Company shall take every precaution reasonable in the circumstances, for the protection of a worker. The Company shall comply with all applicable health and safety legislation and regulations.

(b) The Union recognized its obligation to cooperate in maintaining and improving a safe and healthful working environment.

(c) The parties agree to use their best efforts jointly to achieve these objectives.

28.02 First aid facilities shall be supplied by the Company. There shall be a first aid attendant present on all shifts.

28.03 The Union/Management Health and Safety Committee will be maintained during the life of this agreement. The Union will appoint three (3) members and the Company shall appoint three (3) members. Members will be paid by the Company to carry out the following duties:

(a) Meet at least monthly at a mutually agreed time and place with Company health and safety representatives to review health and safety conditions and safety programs within the plant and make recommendations as deemed necessary or desirable.

(b) Identify dangerous or hazardous situations: make recommendations for the improvement of health and safety in the plant; and to recommend how to monitor measures and procedures respecting the health and safety of employees.

(c) Receive prompt notification of any fatalities or serious injuries resulting from work related accidents and, in addition to be informed of any major accident(s) that did not result in serious injury.

(d) Investigate all accidents and receive all accident report(s) covered in (c) above.

(e) The Union safety representative shall accompany the government health and safety inspector during his regular inspection, or inspection requested by the Union. A copy of any order issued by the government inspector as a result of his inspection, shall be given to the Union safety representative.

(f) The Company agrees that the national representative, or their designate, with reasonable advance notice to the plant manager, may attend from time to time, safety and health committee plant tours and meetings.

(g) To schedule meetings of the Union/Management Health and Safety Committee and plant safety inspections.

#### 28.04

(a) The Union's Certified Health and Safety Representative and a member of management shall make monthly inspections of the plants to assure there is a safe, healthful, and sanitary working environment.

(b) The Company will disclose to employees and the Union the identity of all known physical agents or toxic materials to which workers are exposed. The Company will provide copies of WHIMS sheets upon request.

#### 28.05

(a) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, physical examination, and other appropriate tests, as required by the Ontario Health and Safety Act.

(b) Provide to each employee or their physician, upon written request of the employee, a complete report of the results of any such tests or examinations and will review the results with the employee prior to release.

#### 28.06

(a) An employee may refuse to work where they have reason to believe that in performing the work, they are likely to endanger themselves or another worker.

(b) Upon refusing to work the employee shall promptly report the circumstances to their supervisor, or another member of management. The supervisor or manager shall immediately inform the Union Health and Safety Representative. The supervisor or member of management shall then investigate the circumstances of the refusal in the presence of the Union Health and Safety Representative.

(c) Upon completion of the circumstances flowing from (a) above, the employee may refuse to work where they have reasonable grounds to believe that in performing the work they are likely to endanger themselves or another worker. Such being the case the Company or the Union Health and Safety Representative shall cause an inspector to be notified thereof.

(d) The inspector shall investigate the refusal to work in the presence of the Company, the Union Health and Safety Representative, and the employee.

(e) Until the investigation is completed the employee shall remain in a safe place near their work station. During this period of time the Company may assign the employee alternate work.

(f) No employee will be discipline or suffer loss of wages for complying with the provisions of Occupational Health and Safety Act of Ontario.

28.07 The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the safe operation and use of machinery of equipment. The Company agrees to discuss these rules and regulations with the Union prior to implementation. Such rules to be approved by the Health and Safety Committee. The Company will welcome the suggestions of any employee regarding improvements in conditions considered to be of a hazardous nature.

28.08 All employees in designated areas will be required to wear government approved safety glasses as a condition of employment. Standard safety glasses and prescription lenses will be provided by the Company, and will be replaced by the Company, as specified in the Occupational Health and Safety Act and/or regulations, or when damaged at work.

28.09 In high noise level areas as specified in the occupational Health and Safety Act and/or regulations the wearing of hearing protection will be compulsory and provided by the Company.

28.10 The Company will continue to supply a safety boot allowance of up to \$200.00 per employee, with a receipt. All subsequent safety boot allowances will be available to the employee 12 months from the date on the previous receipt. All safety boots must be CSA approved. This clause does not apply to probationary or part-time employees.

28.11 The Company will continue to replace and supply safety equipment - excluding safety footwear and prescription safety glasses - recommended by the Health and Safety Committee.

28.12 The Employees who are injured at work who are unable to continue at their job shall be paid their rate of pay for the balance of the shift on the day of injury.

28.13

(a) If an employee is injured in the plant and the Company wishes to place them on a job within their capabilities the employee shall be paid their own rate or the rate of the job whichever is the greater.

(b) An employee permitted by the Company to return from Workers' Compensation while still partially disabled shall be paid the rate of the job to which they are assigned.

(c) If required, the Company will supply and pay for transportation to the hospital or doctor's office, and then back to the plant or to the employee's home, on the day of injury only.

28.14 Once in a three (3) year period, the Company will pay the expenses and costs associated with the training of the Union's Certified Representative. Costs of training subsequent Union Certified Representatives will be paid by the Union unless the vacancy is caused by an employee who; dies; resigns; retires; is sick or injured; or is promoted or transferred to a non-bargaining unit job.

28.15 The Company agrees that all Certification training will be conducted joint union/management training sessions conducted by competent instructors.

28.16 The Company will continue to provide welders helmets and jackets, aprons and gloves as called for in the Company policy.

28.17 An employee shall not be required to work on any piece of equipment until they have been properly instructed in its safe operation.

28.18 The Company will contribute six dollars (\$6.00) per week to the cost of the uniform program

28.19 The Union and the Company will agree on an employee to attend an instructor training program.

#### Article 29 - Jury Duty/Crown Witness

29.01 An employee who is called for jury duty or subpoenaed witness shall be excused from work with no loss of seniority for the days of which they serve, and they shall receive, for each such day of jury duty or crown witness on which they, otherwise, would have worked, the difference between their normal hours of work and their normal hourly rate and payment they receive for jury duty/crown witness. The employee will present proof of services and the amount of pay received, therefore. The Company's liability is limited to ten (10) working days per occurrence.

#### Article 30 - Job Classifications and Rates

30.01 The job classifications and hourly wage rates shall be as in Schedule "A" attached hereto, and forming a part of this Agreement, and shall come into effect in the amounts and on the dates shown. For the purpose of this Article employees; on non-union leave of absence; maternity or parental leave, sick leave; after six (6) months of workers' compensation; or lay-off shall not be considered actively at work.

30.02 Any employee who is temporarily transferred to another job for which the regular rate is less than that which the employee is receiving, shall retain their former rate; and, if such transfer is to a job with a higher rate, the employee shall be paid according to Article 30.04.

30.03 During the period of a temporary transfer, as disclosed in Article 15, the seniority provisions of Article 12 will not apply in the selection of an employee for such temporary transfer. However, where practicable and possible, when temporarily transforming a Labourer to a higher classification the Company will do so in an equitable manner, provided the employee has the skill, ability, and qualifications to meet the normal requirements of the work to be done.

30.04 When an employee is temporarily transferred for more than four (4) hours, promoted, or exercises their seniority into a higher rated classification, the employee shall receive the greater of the starting rate for the classification or their current rate of pay. If the employee's rate is between two (2) progressional points, the employee shall move to the higher progressional point. The employee shall then progress to the maximum rate for the new classification according to the employee's active time on the job according to the schedule. In any event, the employee shall not be paid higher than the maximum rate for the classification. Employees who have completed their first year of service will receive the top rate of pay for a job which they are awarded. Employees with less than one (1) years' service will receive the progression rate as per Schedule "A" and this Article.

30.05 If due to a lay-off or a reduction in a classification an employee is bumped to a lower rated classification the employee shall receive the greater of the starting rate for the classification or their current rate of pay. If the employee's rate is between two progressional points, the employee shall proceed to the next higher progressional point in six (6) months. The employee shall then progress to the maximum rate for the new classification according to the employee's active time on the job according to the schedule. In any event, the employee shall not be paid higher than the maximum rate for the classification.

#### Article 31 - Group Benefits

31.01 The Company will provide the coverage for benefits to all employees, and their eligible dependents, when an employee has completed their probationary period.

31.02 Benefits (excluding the Pension Plan) will be based on the current plan. The content of this plan will not be modified without the written consent of the Union and Plant Committee. If a new carrier is selected by the Company, the Union will sign-off on the new benefit plan which will then become the new standard. Such sign-off by the Union will not be unreasonably withheld.

31.03 Employees laid-off will have their benefits continued for three (3) months following the month of lay-off.

31.04 An employee who is on leave of absence, excluding medical leave, will continue to be provided benefits for themselves and their dependents for a period ending the month following the month such leave commences.

31.05 The Company shall supply to each employee an outlined brochure of all the Company paid benefits such as insurance, vision care, dental plan etc.

31.06 The full text of insurance plans, etc., will be provided to the Union

31.07 Life Insurance and Accidental Death and Dismemberment  
- one and a half (1 1/2) times annual basic earnings up to a maximum of \$150,000.00 per year.

31.08 Short Term Disability  
Effective January 1, 2022: The Company will amend the current Short Term Disability plan so as the plan pays 66.67% of weekly earnings, to the maximum weekly Employment Insurance (EI) Benefit, from the first day of accident or hospitalization, or the 4<sup>th</sup> day of sickness until the end of the 26<sup>th</sup> week. Any reduction in the Company's portion of the E.I. premiums shall remain the sole property of the Company.

31.08 a) The Employer will reimburse the employee the cost of all doctor notes.

31.09 Long Term Disability  
- beginning of the 27<sup>th</sup> week, 66 2/3 % of monthly basic earnings up to a maximum of \$4, 000.00 per month.

31.10 Dental Plan  
- 100% paid by the Company for preventative and basic procedures up to a maximum of \$2000.00 per year per employee and their dependent(s).  
- Dentures - 75% co-insurance for a new set every 5 years  
- There shall be one (1) year lag in the ODA fee schedule in effect  
- The dental plan will reflect a nine (9) month recall.  
- Orthodontic' dental benefits with 50% co-insurance, and a maximum lifetime limit of \$2,000 per Individual (non-transferable)  
- Tooth implants, Crowns & bridges, and replacement with 75% co-insurance.

31.11 Medicare Supplement Insurance  
- 100% paid by the Company.  
Includes: - In Province hospital and private room coverage.  
- Prescription drugs prepaid by the Company (will have a dispensing fee cap of \$10.00 per prescription)  
- Private duty nurse.  
- Physiotherapy.  
- Therapeutic equipment rentals.  
- Artificial limbs.  
- Radiotherapy  
- Speech therapist, psychologist, naturopaths.  
- Chiropractor – employee will pay a \$20.00 per visit deductible, \$500.00 maximum coverage.  
- Eye exam and prescription eyeglasses (including contact lens) and laser eye surgery, \$400.00.



- Hearing aids \$350.00.
- Travel emergency assistance.
- Fifty percent (50%) cost of smoking cessation plan on a one (1) time basis.
- Breast Pump Coverage- \$300 per lifetime
- Fertility Drug Coverage- \$2,500 per lifetime
- Psychology, Social Worker/Counsellor, Master of Social Work or Psychotherapist to \$1,000/year/individual
- Erectile Dysfunction Drugs- \$500 per lifetime
- Intrauterine Devices (IUDs) - \$200 per lifetime

Some restrictions apply, please see full terms and conditions in the Benefits Booklet.

### 31.12 Pension Plan

- The Company will contribute to the Canada Wide Industrial Pension Plan, (CWIPP) for all compensated hours, to a maximum of 2080 hours per year per employee as follows:
  - July 1, 2021- two dollars and fifty cents (\$2.50) per hour per employee.
  - July 1, 2022- two dollars and sixty cents (\$2.60) per hour per employee
  - July 1, 2023- two dollars and seventy cents (\$2.70) per hour per employee
  - July 1, 2024- two dollars and eighty cents (\$2.80) per hour per employee

The Company are in agreement that retirees be given an increase in their pension benefits; however, the Company's liability shall be limited to the amounts found in the Agreement.

### Article 32 - Paid Education Leave

32.01 The Company agrees to pay into a special fund two cents (0.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the Company to the following address: UNIFOR, 205 Placer Court North York, ON M2H-3H9. Cheques should be made payable to "UNIFOR Leadership Training Fund".

32.02 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 twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) months period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

### Article 33 - Leave for Union Business

33.01 The Company will grant a leave of absence with pay to members of the Union for the purpose of attending Union events such as conventions, schools, conferences, and for employees elected to committees at the Local provided that no more than two (2) employees are absent at any one time, that no more than an aggregate total of thirty five (35) work days per year are used for such leaves, and that one (1) weeks' notice is given to the Company for such leaves. Two (2) day notice shall be acceptable in unforeseen circumstances. The Company will bill the Local Union monthly for reimbursement.

33.02 The Company will consider a shorter notice period for emergency meetings for the bargaining committee members.

33.03 All requests for Union leave will specify the nature of the business, the leaving and returning time of those granted such permission.

33.04 The Company will grant a leave of absence to one of its employees, with seniority, for a period of one (1) year without pay and benefits where such employee is elected to Union Office or appointed as a national officer or representative, provided such request is made in writing at least four (4) weeks in advance to the President/CEO, or their delegate with extension privileges provide, however, that such employee shall renew their leave of absence in writing annually. An employee covered by this clause will accumulate seniority during such leave of absence. An employee returning from Union office leave, shall notify the Company in writing, of their availability and desire to return to work. An employee returning shall be reinstated within two (2) weeks of notifying the Company.

33.05 For the days contract negotiations are conducted, the Company will grant a paid leave of absence of up to eight (8) hours pay to the members of the Plant Committee when they are scheduled to meet with representative of the Company.

33.06 The Company will grant paid leave of absence to the grievor(s) and the Plant Committee Representatives for preparation and attendance at arbitration. The Company will bill the Union for reimbursement. These days are not part of the days referred to in Article 33.01

33.07 A maximum of two (2) paid days off will be available for personal emergency leave

#### Article 34 - Change of Address

34.01 An employee will notify the Company and the Local Union within five (5) working days of any change of address, telephone number and family status including number of dependents. The Company will complete a change of address form, including telephone number, in triplicate, and the employee will sign the form and receive a receipt. The Company will forward one (1) copy to the Union Local.

In cases where the employee is on layoff or leave of absence such notice will be given registered mail. The employee will receive a receipt from the Company that they have given such notice.

The Company shall be entitled to rely upon the address shown upon its records.

#### Article 35 - Paycheques

35.01 The employees will be paid each Thursday by direct deposit. Pay stubs will be available for pick up, from Human Resources department, after 12:00 pm on pay date.

#### Article 36 - Workplace Harassment

36.01 The Union and the Company recognize the problem of sexual harassment in the workplace and are committed to ending it. Sexual harassment shall be defined as:

- (a) Unnecessary touching or patting.
- (b) Suggestive remarks or other verbal abuse.
- (c) Leering at a person's body
- (d) Comprising invitations.
- (e) Demands for sexual favours
- (f) Physical assault

36.02 Grievances under this clause will be handled with all possible confidentiality. In setting the grievance, every effort will be made to discipline and relocated the harasser, not the victim.

36.03 The Union and the Company agree that harassment of individuals is unacceptable, and, to this end agree to work together to maintain a *harassment free* workplace.

36.04 For the purpose of this Agreement, harassment shall be defined according to the Ontario Human Rights Code; namely, engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- 36.05 An employee with a harassment complaint has the following course of action open to them. They can:
- i) tell the other individual to stop the unacceptable behaviour;
  - ii) take the complaint to their steward or the Plant Chairperson; or
  - iii) take the complaint to their supervisor or any other member of management.
- 36.06 Complaints of harassment by bargaining unit employees shall be jointly investigated by the General Manager, or designate, and the Plant Chairperson, or designate.

#### Article 37 - Data to be Supplied to Union

- 37.01 The Company will supply to the union committee the following information at the end of every month and send a copy to the local union office:
- (a) Employees who acquire seniority
  - (b) Employees by rate and classification
  - (c) Employees transferred into or out of the bargaining unit
  - (d) Employees on leave of absence
  - (e) Employees on Sickness and Accident and Compensation and the date of occurrence
  - (f) Layoffs and recalls
  - (g) Employees who have lost seniority
  - (h) Employees who are discharged
  - (i) Address of all employees in the bargaining unit
  - (j) All employees listed as lead hands.

37.02 A list of forepersons and supervisors, general managers and contract administrators will be supplied to the Committee as changes to the list are made.

#### Article 38 - Incapacitated Employees

38.01 The Company realizes the importance of a continuous co-operative effort between the Company and the Union to provide for the accommodation or modification of work, as the case may be under various legislation, for employees who have suffered an injury or illness, and that it will be appropriate for the Union and the Company to review and discuss these cases from time to time, with a view to providing an early and safe return to work.

38.02 In the event an employee becomes physically handicapped and is unable to continue their job, the employee must provide the Company with a medical certificate, signed by a medical practitioner qualified to practice in Ontario. Such certificate shall clearly state the duties the employee can perform and the period of time the employee is expected to need such work.

38.03 If a job vacancy occurs, which an incapacitated employee can perform, the employee will be placed on such job without the necessity of a job posting. The company will review all the circumstances with the Union committee before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the Parties. Under no circumstances shall the employee work on a modified work program for a period longer than six (6) weeks without being reevaluated, or such period of time as deemed necessary. The Company will bear the expense of the reevaluation.

38.04 A Doctor's certification of disability by the employee's own doctor must be submitted.

#### Article 39 - Public Office Leave of Absence

39.01 An employee with seniority, elected or appointed to an essentially full-time Federal, Provincial, or Local public office, may make written application for a leave of absence for the period of their first term of active service in such public office. If such leave is granted, additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.

39.02 Any employee granted such leave of absence shall be entitled to reinstatement at the current rate of pay to such work as they may be entitled on the basis of the seniority provisions of this Agreement. The employee's request for leave of absence may also include the necessary time to campaign for such office.

#### Article 40 - Moving Location

40.01 In the event the Company moves any or all of its Woodstock, Ontario operations to a new location within Ontario, the employees affected will have the right to transfer to the new location. Further this contract will apply and will remain in full force and effect at the new location within Ontario and none of its rights and obligations will be varied.

#### Article 41 - Work by Supervisor

41.01 Supervisors and all other excluded employees will not perform bargaining unit work except in connection with instructing and training of employees, research and development/proto-typing or inspection and testing of tooling, machinery, equipment, and materials, or in emergencies when regular employees are not available.

#### Article 42 - Employee Upgrading Program

42.01 Due to the employee's desire to advance and upgrade themselves within the Company, the Employer hereby agrees to provide at no cost to worthy employees and during normal working hours sufficient training to enable such employees to successfully advance to the next higher classification should a vacancy occur.

42.02 For employees who are interested in taking training courses that are job related on their own time, the Company, upon giving advance approval to the employee and further on the employee successfully completing the training program, will reimburse the employee for the cost of books, materials, and tuition.

#### Article 43 - Job Evaluation

43.01 No job will be re-evaluated either upward or downward during the life of the agreement, except by mutual agreement.

#### Article 44 - Partial or Total Plant Closure

44.01 The Company shall comply with the provisions of Section 41.1 of the Labour Relations Act with respect to permanent discontinuance of all or part of the Company.

Article 45 - New Employee Orientation

45.01 Union Information for New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment 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. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce themselves to their Union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

Article 46 - Substance Abuse

46.01 Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation. It is agreed that nothing in this Article shall be interpreted or construed as a waiver of; the Company's rights to impose discipline appropriate to any case of misconduct which results from or is associated with the use of alcohol or drugs; or, the employee's right to grieve the discipline.

46.02 The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities subject to mutual agreement.

Article 47 - Cost of Living Allowance

47.01 Effective July 1, 1997, and thereafter during the period of this Agreement, each employee shall receive a cost-of-living allowance as set forth in this section.

47.02 The amount of cost-of-living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 1986=100, hereafter referred to as the "1986 Consumer Price Index" or "1986 CPI".

47.03 In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 Index point - i.e., .05 and greater rounded upward and less than the .05 rounded downwards.

47.04 The COLA shall be computed using the three (3) month average of the 1986 CPI for January 1997, February 1997 and March 1997, as a base period. Cost of Living Adjustments will be made on a quarterly basis at the following times:

<b>Effective Period</b>	<b>Based Upon Three Month Average of the 1986 CPI</b>
Pay period beginning on or after July 1	March, April, May
Pay period beginning on or after October 1	June, July, August
Pay period beginning on or after January 1	September, October, November
Pay period beginning on or after April 1	December, January, February

One cent (\$0.01) adjustments in the cost of living shall become payable for each .1 increase in the Consumer Price Index.

47.05 For purposes of this Collective Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

47.06 In the event Statistics Canada ceases monthly publication of the Consumer Price Index or changes the form of the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly Index in its present form and calculated on the same basis as the Index for January 1997.

#### Article 48 - Tool Allowance

48.01 The Company agrees to continue an annual tool allowance of fifty percent (50%) of the purchase of new tools to a maximum of \$300.00 per year over the life of the Agreement per employee.

The Company agrees to continue to replace worn out or broken tools as turned in to the Supervisor for replacement, at no cost to the employee. If the required tool replacement is a higher quality, then the worn or broken tool, the employee shall pay the additional cost to upgrade the tool. Tools that had prior use, and subject to this paragraph, will be replaced on a prorated basis.

Tools purchased must be approved by the Supervisor, accompanied by a receipt, and meet the company standards for approved tools.

#### Article 49 - Facilities

49.01 The Company agrees to provide an adequate lunchroom and washroom facilities. These facilities shall be as clean and as sanitary as can reasonably be so provided.

49.02 The Company will continue to allow lunch truck availability and supply a microwave and fridge in each lunchroom.

#### Article 50 - Parking

50.01 The Company will make available a suitable parking area for all employees at no cost.

#### Article 51 - Union Office/Bulletin Boards

51.01 The Company, will provide the Union with an office, for its exclusive use with a lockable door. The Company will provide the Union with a lockable two drawer file cabinet, desk or table and chairs, computer with internet access, and access to a telephone.

51.02 The committee will have use of one bulletin board in each plant which is to be provided by the Company. The notices posted will be approved by the Company with such approval not to be unreasonably withheld.

#### Article 52 - National Day of Mourning

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

### Article 53 - Copy of Agreement

53.01 The Company will distribute (1) one copy of the Agreement in booklet form to each employee in the Bargaining Unit and fifteen (15) copies to the Union ninety (90) days from the date of ratification.

### Article 54 - Technological Change

54.01 It is understood that the Company's future is dependent upon the constant and continuous improvement of its products and services to its customers. It is understood that almost all improvements involve Technological Change. In most cases these changes are minor (i.e., most cases procedural changes). In a few cases the changes can be major (i.e., new products or new capital equipment). In either case Technological Changes are completely a management prerogative and will be implemented when and as required by Management.

54.02 Employees affected by Technological Changes will be given as much notice as possible of the coming change and will be given an opportunity of retraining whenever required and possible. The Company and Union recognize that during its history Technological Changes in the Company have been and will continue to be implemented in order to enhance our products, our working conditions, and our competitiveness in the Marketplace.

54.03 Flowing from technological change, if an employee's job becomes redundant, or they fail to qualify for a new job under 54.02, or they are displaced by a more senior employee, they shall have the right to exercise their seniority in accordance with the lay-off provisions of Article 13.

54.04 The Union and the employees recognize that it is their responsibility to continually work with management to implement technology changes in order to improve productivity and efficiency.

### Article 55 - Telephone Messages

55.01 Emergency telephone messages will be relayed as soon as possible.

55.02 General telephone messages will be relayed as soon as is reasonable i.e. during break, etc.

### Article 56 - Duration of Agreement

56.01 This agreement shall be effective from July 1, 2021, to June 30, 2025. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act, of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

Article 57 - Millwright Apprenticeship Program

57.01 The Following are the provisions that apply to any current or new employee(s) who are selected to participate in the Company sponsored Apprenticeship Program.

1. An Apprentice will be required to sign the written *Apprenticeship Agreement* with the Company found in Article New.01.
2. An Apprentice will be required to have completed all the requisite *Ontario Academic Credits (OAC)* or equivalent.
3. An Apprentice, upon completion of his/her apprenticeship, shall receive no less than the "Start Rate" of the Journeyman's classification as found in Schedule "A".
4. a) Notice of apprenticeship openings shall be posted on the bulletin board as per Article 14.  
b) Applicants will be assessed by considering whether they have the skill, ability, qualifications, and education to be reasonably able to take advantage of the program and qualify to become a journeyman.  
c) Applicants to the Apprenticeship Program shall be evaluated by a joint Company and Union committee, consisting of three (3) Company members and three (3) members appointed by the Union. The Committee shall choose the best applicant.
5. The Apprentice will be given the appropriate credit he/she acquired, and can demonstrate to the Company, prior to being accepted in the apprentice program. The Apprentice will be placed at the appropriate point on the pay scale referred to below based on their prior experience.
6. The Company shall have the right to discipline an Apprentice, which may lead to the cancellation of the apprenticeship agreement of the Apprentice, for cause pertaining to his/her apprenticeship by reason of:
  - i) inability to make satisfactory academic or practical progress.
  - ii) unsatisfactory work
  - iii) lack of interest in his/her work or education.
  - iv) other reasons not related to his/her training as an apprentice.
7. An Apprentice shall be paid progressively as follows, but no less than the amount shown:

During Incremental Period (in 1000 hours)	% of Journeyman's Maximum Rate of Pay
1 <sup>st</sup>	65%
2 <sup>nd</sup>	70%
3 <sup>rd</sup>	75%
4 <sup>th</sup>	80%
5 <sup>th</sup>	85%
6 <sup>th</sup>	90%
7 <sup>th</sup>	95%
8 <sup>th</sup>	95%

Hours for credit shall be on the basis of hours worked.

An employee with seniority rights who enters the apprenticeship program will remain at his/her hourly rate until such times as the percentage of the journeyman's rate is attained. At that time the employee will be paid as per the above schedule.

**Apprenticeship Agreement**

I \_\_\_\_\_  
(Name)

Of \_\_\_\_\_  
(Address)

Hereby apply to HYDMECH CANADA Corp. hereinafter called the Company to be accepted as a

\_\_\_\_\_ apprentice subject to the



following conditions:

1. The apprenticeship shall be subject to the terms and conditions as set out by the appropriate ministry or other organization, and no longer than 9000 hours.
2. The pay scale shall be found in Article New.01.
3. The Apprentice shall willingly perform such work in or out of the shop as in the judgment of the Company will prepare him/her future career. He/she shall fulfill the requirements of the trade as specified by the appropriate ministry or organization.
4. The Apprentice shall perform their duties with punctuality, diligence, and fidelity and conform to all the company rules and regulations. He/she shall not absent him/herself from work without permission except in cases of sickness, holidays, vacation or when the Company is closed.
5. With the permission of the Company, written advice to the appropriate ministry or organization, the Company may extend the term of apprenticeship in individual instances where advisable due to:
  - i) lost time due to sickness, accident or lay-off
  - ii) failure to make satisfactory academic or practical progress; or
  - iii) any other reason acceptable to the Union and the Company.
6. The company agrees to make every reasonable effort for the Apprentice to be taught all the skills required in the trade of \_\_\_\_\_ to the completion and certification of the Apprentice in said trade.
7. The Apprentice will acquire seniority as allowed under the Collective Agreement.
8. The Apprentice agrees to attend, at his/her own cost, educational classes and programs as prescribed by the appropriate ministry or organization. The Company shall pay the cost of books and tuition should the program cease to pay for these costs. The Company will top up the E.I. Payments the employee receives to the employee's normal straight time hourly rate.
9. The Company shall have the right to discipline an Apprentice, which may lead to the cancellation of the apprenticeship agreement of the Apprentice, for cause pertaining to his/her apprenticeship by reason of:
  - i) Inability to make satisfactory academic, or practical progress.
  - ii) Unsatisfactory work'
  - iii) Lack of interest in his/her work or education, or
  - iv) Other reasons not related to his/her training as an apprentice.

I have read and understood the above Agreement and will be bound by its provisions.

Signed at Woodstock, Ontario this \_\_\_\_\_ Day of \_\_\_\_\_ The Year

200\_\_\_\_, For

\_\_\_\_\_  
HHYDMECH CANADA Corp.

\_\_\_\_\_  
UNIFOR, Local 636

\_\_\_\_\_  
Apprentice

Article 58

**SCHEDULE “A” – CLASSIFICATIONS AND RATES OF PAY**

	Rates as of July 1, 2021	Rates as of July 1, 2022	Rates as of July 1, 2023	Rates as of July 1, 2024
<b>Classification</b>				
Millwright	25.57	25.87	26.17	26.47
Assembly 1	22.57	22.87	23.17	23.47
Assembly 2	21.62	21.92	22.22	22.52
Machine Operator 1	22.57	22.87	23.17	23.47
Machine Operator 2	21.62	21.92	22.22	22.52
Welder 1	22.57	22.87	23.17	23.47
Welder 2	21.62	21.92	22.22	22.52
Painter	22.57	22.87	23.17	23.47
Shipper/Receiver	21.62	21.92	22.22	22.52
Labourer	20.67	20.97	21.27	21.57
Electrical Sub Assemblers	19.45	19.75	20.05	20.35

Company appointed lead hand shall receive a premium of \$1.00 per hour over the highest rate for the job.

(i) Summer Students

Summer Students will be paid the minimum student wage as set by the Government of Ontario.

**SIGNING BONUS**

Signing Bonus of \$1,000 will be paid on or before August 26, 2021, to

- (a) All active employees on the seniority list
- (b) Employees who are not currently active will receive the signing bonus once they actively return to work
- (c) Employees currently on probation will receive their signing bonus upon successful completion of probation hours and are actively at work

**Article 59 – New Employee Graduated Wage Scale**

Effective November 4, 2019, new employees will be paid on a “new employee graduated wage scale.” The new employee graduated wage scale will apply to all job classifications. The new employee graduated wage scale will apply to all wages paid including base rate, COLA, shift premium, lead-hand, and temporary transfers to the extent they apply. New employees will proceed through the new employee graduated wage scale on their anniversary date.

**New employee graduated wage scale (Effective November 4, 2019)**

**Assembly I, Assembly II, Painter, Shipper/Receiver, Labourer, Electrical Sub Assemblers**

Starting	75%
*Complete Probation	80%
First year anniversary	90%
Second year anniversary	100%

Millwright, Machine Operator I, Machine Operator II, Welder I, Welder II

Starting	90%
*Complete of Probation	100%

\*Complete probation: When a new employee has successfully completed probation, a retro payment will be paid. The retro payment will be calculated as probation hours x the difference between starting and end-of-probation rate. Retro payment will be made on the next regular pay date.

The Company's contribution to new employee's pension will be the following graduated pension amount as defined in Article 31.12.

New Employee graduated pension scale (Effective November 4, 2019)

Starting	80%
First year anniversary	90%
Second year anniversary	100%

In addition, new employees will be eligible for full benefits after 480 hours except for the following employee benefits which will be effective on their first-year anniversary date-

- Dental coverage
- Medical Supplement Insurance except prescription drugs which will commence after 480 hours
- Safety boot allowance

Employees hired after July 1, 2017, will be eligible to receive long-term disability benefits on their third (3) anniversary day.

## LETTERS OF UNDERSTANDING

### **1. Update Classifications**

The Company will prepare and update Classification Descriptions within ninety (90) days of the ratification of the Collective Agreement. If there are any future changes to these, the Company will inform the Union before implementing the changes.

### **2. JH&SC**

The Company shall continue to provide the JH & S Committee recommended training to the appropriate employees at no cost to the employees.

### **3. Plant Overtime Records**

The Parties shall review the Plant overtime records at the monthly Union-Management meeting.

### **4. Classification Overtime Roster**

In the application of Article 20.02, the Company will maintain an overtime roster for each classification

### **5. Contracting Out**

During the 2005 Contract extension negotiations the Company and the Union discussed at length the company policy of contracting out work normally performed in the plant. Before any such work is contracted out to afford the Union the opportunity of discussing possible ways of keeping such work in the plant.

### **6. Shift Preference**

Both The Company and the Union agree that shift preference be handled in the following manner:

If a transfer is temporary, as defined in the Collective Agreement, the Company shall have the right to transfer employees between shifts based on the abilities required to perform the job.

When an employee is on a shift and there is a junior employee performing the same job within the same classification on another shift, the employee will have shift preference based on seniority. This right can only be exercised once in a one-year period. The Company will make the shift change within ten (10) calendar days of receiving written notice.

### **7. Co-op Students**

Co-op students shall be paid the lesser of the Summer Student rate of pay; or, the maximum amount of money allowed under their program.

### **8. Union Logo**

The Company agrees to put on their saws that are manufactured in Woodstock, and on a spot that can be seen, the following label(s) provided by the Union: 'This machine is made in whole or part by skilled trade union labour' along with the UNIFOR Trade Union Label Logo. The size of the label(s) must be agreed to by the Company.

### **9. Banking of Overtime**

Employees may receive full payment of overtime hours worked, or elect to bank the equivalent paid overtime hours in lieu of payment in accordance with the following conditions:

- i) Time off in lieu of overtime hours will be accumulated at the applicable rate, i.e., Eight (8) hours of overtime at time and a half would equal twelve (12) hours; etc.
- ii) An employee can bank up to a maximum of eighty (80) hours.
- iii) Adding hours and using hours must be taken or used in a minimum of four (4) hours within a pay period.
- iv) The Company will make the pay out of all unused lieu days upon the Employee's retirement, layoff, termination or leave of absence.
- v) Employees must give the Company five (5) working days' notice of a request to use their lieu days. The Company will respond to the request as quick as possible.
- vi) Banked time requests will be on a first received first granted basis.
- vii) The employee must own the banked time prior to making a request for time off.

10. **Employee counseling**

Sign up for employee counseling will be offered annually April 15-30. Human resources will organize and conduct employee counseling at a convenient time. With the assistance of the Company's supervisor, a training program will be developed using 3<sup>rd</sup> party resources. With input from the employee, human resources will be responsible to register the employee for the predefined training. Training costs will be paid by the Company - one time per course.

**SIGNED AT WOODSTOCK, ONTARIO THIS 10TH DAY OF NOVEMBER 2021**

**FOR:**

For the Union  
UNIFOR local 636

Union

Handwritten signatures in blue and black ink on lined paper. The signatures are written over horizontal lines. The top signature is in blue ink and appears to be 'J. [unclear]'. Below it are three signatures in black ink, which are more difficult to decipher but appear to be 'Robert', 'Paul [unclear]', and 'Sue [unclear]'.

For HYDMECH CANADA CORP

Company

Handwritten signatures in blue ink on lined paper. The top signature is a large, stylized signature. Below it are two more signatures in blue ink, which appear to be 'Althea Cooper' and 'K. G. [unclear]'. There are two empty lines below the last signature.