COLLECTIVE AGREEMENT

BETWEEN

ARMTEC Inc.

AND

UNIFOR LOCAL 636

MAY 21, 2022 - SEPTEMBER 30, 2023

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ARTICLE 1 PURPOSE

- 1.01 This Agreement sets forth the provisions relating to rates of pay, hours of work, and conditions of employment as outlined herein to be observed by the parties hereto and the procedures for the prompt equitable adjustment of alleged grievances.
- 1.02 It is the intent and purpose of the parties hereto to give recognition to their mutual desire to achieve industrial harmony; to secure and sustain maximum employment; and to maintain and improve productivity per employee, consistent with safety, good health and sustained effort.

ARTICLE 2 RIGHTS OF MANAGEMENT

- 2.01 The Management of the business and the direction of its working forces, including the right to hire, transfer, change assignments, promote, demote, suspend, discharge or discipline for just cause and to relieve employees for lack of work or other legitimate reasons, and to maintain efficiency of all employees, to establish hours of assignments and to make changes therein essential to the efficient operation of the plant and to require proof of physical fitness from a doctor of employees at company's expense are the exclusive rights of the company, provided, however, that in the exercise of such rights the Company shall observe the provisions of this Agreement.
- 2.02 Any employee who feels that the provisions have not been observed because of any Company action in this respect has recourse through the grievance procedure.
- 2.03 Further, the Company shall be the exclusive judge of all matters pertaining to the products to be manufactured, the location of plants or operations, schedules of operations, and the methods, processes and means of manufacture and materials to be used, including the right to introduce new and improved methods or facilities, and to change existing methods or facilities.
- 2.04 The Company will notify the union committee prior to implementing changes to the operation.
- 2.05 The Union and the Company agree that the Rights of Management set forth in the above matter of Rights of Management are subject to the provision of the Collective Agreement.

ARTICLE 3 RECOGNITION

3.01

The Company recognizes Unifor as the bargaining agent of Armtec in the County of Oxford and the Town of Tiltsonburg, save and except supervisors, persons above the rank of supervisor, drivers, engineering, purchasing, sales, office, and clerical staff.

3.02 "Employee" as used in this agreement shall mean those persons in the bargaining unit described in Article 3.01.

- 3.03 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 exist or which may arise that would affect the employees.
- 3.04 It is hereby agreed that neither the Company nor the Union shall discriminate against, restrain, interfere or coerce any employee because of union membership.
- 3.05 The Union agrees that it will not solicit employees for membership on Company time, or in any other manner interfere with the operation of the plants or the employees in the discharge of their duties.

ARTICLE 4 UNION SECURITY

- 4.01 All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on Form supplied by the Union to the Company.
- 4.02 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 4.03 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary by the 15th of the month following the deductions along with a list of names and the amount of each deduction.
- 4.04 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.05 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.
- 4.06 Union Dues when to deduct and the amount to be deducted:

Union dues are payable from the first full pay received by the employee following the date of hire. Minimum amount of union dues shall be:

- two hours and twenty minutes straight time per month.
- for those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight time hour in the last payroll period worked before the dues are payable.
- for those whose earnings vary, straight-time earnings shall be based on average earned per hour in the last month worked.

Amount includes:

- any amounts considered regular pay
- incentive earnings

Amount Does Not Include:

- shift premiums - overtime premiums

Dues are payable when member receives benefits in lieu of work such as:

- supplemental unemployment benefits
- vacation pay
- holiday pay
- jury-duty pay
- bereavement pay

Dues are not payable when a member receives:

- sick and accident benefits
- WSIB benefits

ARTICLE 5 DATA TO BE SUPPLIED TO THE UNION

- 5.01 The Company will supply the Union Committee with the following information at the end of every month and send a copy to the local union office:
- Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
- b) Employee's number and hourly rate and classification.
- c) Employees transferred into or out of the Bargaining Unit.
- d) The number of hours worked in the month.
- e) Employees status (i.e., at work, on vacation, weekly sick benefits, LTD, WSIB, retired in the month, any other leave of absence, and the date of occurrence.
- f) Layoffs and recalls
- g) Employees who have lost seniority
- h) Names, and complete addresses of all active employees.
- Effective As July 24, 2010, the Company agrees to have one Union member of the Union's choice to attend production meetings at the plant.

ARTICLE 6 SENIORITY

- 6.01 All employee names will appear on a seniority list in order of their date of hire, and will be revised every three months and posted on plant notice boards. A copy of such list will be given to the Union Chairperson of the Committee.
- 6.02 Employees will be regarded as probationary employees for the first ninety (90) days worked of their employment and will received no seniority service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by Management. Any discharge of a probationary employee will be deemed to be for just cause. Seniority will start from the first date of hire and their name will appear on the Seniority List in order of the respective date of hire.

- 6.03 Upon the signing of this agreement, when two (2) or more employees are hired and start on the same day their placement on the seniority list shall be based on which employee has the lowest number, using the last four numbers of their Social Insurance Number.
- 6.04 Seniority will be established and maintained for all employees in the bargaining unit on a plant-wide basis.

6.05 Shop Entry

When entering the Maintenance Department seniority will commence at the date of entry. In the case of Apprentices, upon successfully completing the program their seniority will revert to their first date of entry into the program.

6.06 QC Technician

Will remain a union position. The position will assist the QC position on an as needed basis. When there is no work in the lab, the employee will fill on the plant floor where needed.

ARTICLE 7 LOSS OF SENIORITY

- 7.01 Seniority rights shall cease and the termination of the employee's employment will occur for any of the following reasons:
 - If an employee voluntarily guits the employ of the company.
 - If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
 - If an employee overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive workings days, unless the employee has a justifiable reason for absence.
 - If an employee fails to report for work in accordance with a notice of recall, or within five (5)
 working days after registered mailing date of such notice, to last known address on file, whichever
 is later, unless there is a justifiable reason.
 - If laid off, an employee will be retained on the seniority list as follows:
 - a) for a period of thirty-six (36) months.
 - If an employee is transferred to a position outside the bargaining unit.

ARTICLE 8 LAYOFFS AND RECALLS

8.01 The Company will give at least five (5) working days' notice to employees and the union of any contemplated layoffs. The Company further agrees to supply a list of all employees affected by layoff and subsequently the recall of employees. The Company shall notify the Union as soon as possible, the job assignments of recalled employees.

8.02 The principle of seniority as outlined below shall be maintained in the reduction and restoration of the work force provided the senior employees have the skill, ability and qualifications to perform the remaining work.

Whenever it becomes necessary to decrease the working force, probationary employees will be the first laid off. If further layoffs are necessary, they will be made in reverse order of seniority, provided that the remaining employees have the skill, ability and qualifications to perform the work required. In the event of a dispute regarding an employee's skill, ability and qualifications, the affected employee(s) shall be given a trial period of five (5) days with normal instruction and for refamiliarizing to a job previously held. Unless previously held, the following positions cannot be trained within five (5) days with normal instruction: Maintenance Mechanic / Millwright and Team Leader. It is understood that the Employer shall make the final determination whether the employee will be maintained or laid off.

- 8.03 Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off, provided they have the skill, ability and qualifications to perform the work required.
- 8.04 The Company will provide the Chairperson of the Union Plant Committee with a list of employees to be laid off or recalled, also any cancellation of such notices.
- 8.05 Benefits, with the exception of short and long term disability, shall be continued following a layoff for two (2) months following the month of layoff.
- 8.06 Employees may continue Health and Dental coverage beyond two months following the month of layoff, provided they pay the premiums in advance to the employer. This request shall be made through their supervisor.

ARTICLE 9 UNION REPRESENTATION

- 9:01 The Company recognizes a combined negotiating and grievance committee elected or selected by the Union consisting of two members of the bargaining unit with one (1) committee member to act as chairperson and one (1) committee member to act as day shift Steward. The Chairperson will have super seniority in case of layoff provided he/she possesses the skills and ability to perform the tasks available. The chairperson and the day shift steward will be assigned on the day shift.
- 9.02 The Union may also elect or select one (1) shift steward for the afternoon shift and one (1) shift steward for the midnight shift. The Union may also designate an alternate member whenever the regular shift steward is absent from the plant.
- 9.03 It is understood and agreed that the Chairperson, Committee members and Shift Stewards, as well as other employees have regular duties to perform. Committee member, Chairperson and Shift Stewards shall be permitted during their working hours, without loss of pay, to leave their regular

duties for the purpose of investigating an incident or situation which may give rise to a complaint or grievance for a reasonable length of time. Permission from the Supervisor will be required prior to leaving his/her workplace but such permission shall be granted within one (1) hour from the shift. Steward or employee's request.

- 9.04 The Company shall allow paid time off of the job for dealing with grievances, including any preparation that may be required.
- 9.05 The Company, upon proper notification, will grant the President of the Local and/or the National Representatives entry into the Company's plants or offices.
- 9.06 The Company will allow the Union Representatives to use the office in the mezzanine. A lock and key will be provided for this office. The phone in the office is available for the use of the union.

ARTICLE 10 HOURS OF WORK

- 10.01 The regular workweek will consist of 8 hours per day, 5 days per week, Monday through Friday. Throughout the year, flexible hours may be necessary as defined in 10.02. The parties agree that the workweek, for midnight shift, shall commence at 11:00 p.m. Sunday.
- 10.02 Hours of work will be as follows:

DAY SHIFT

Plastic Side 7:00 a.m. - 3:00 p.m.

30 minute paid lunch

Plastic Fab 7:00 a.m. - 3:30 p.m. Normal hours

30 minute unpaid lunch

6:00 a.m. - 8:00 a.m. start

4:30 p.m. - 6:30 p.m. ending Flexible

Shipping 7:00 a.m. - 3:30 p.m. Normal hours

30 minute unpaid lunch

3:30 p.m. - 6:30 p.m. ending Flexible

AFTERNOON SHIFT

Plastic Side 3:00 p.m. - 11:00 p.m.

30 minute paid lunch

Plastic Fab 3:30 p.m. - 12:00 a.m.

30 minute unpaid lunch

Shipping 3:30 p.m. = 12:00 a.m.

30 minute unpaid lunch

MIDNIGHT SHIFT

Plastic Side 11:00 p.m. - 7:00 a.m.

30 minute paid lunch

Plastic Fab 12:00 a.m. - 8:00 a.m.

30 minute paid lunch

Shipping 12:00 a.m. - 8:00 a.m.

30 minute paid lunch

The Company will pay for a 30 minute lunch break to an employee in a department who works 3 shifts. For a 10 plus hour shift, a 20 minute paid lunch.

- 10.03 The parties agree that where shifts are established they shall rotate on a two week basis. The Company further agrees that employees may, from time to time, request the opportunity of exchanging shifts with other employees for their convenience. Employees request to exchange shifts shall been in writing and shall not be unreasonably denied.
- 10:04 The Company will endeavor to give sufficient notice when requiring a change to an employee's scheduled shift.
- 10.05 The parties agree that the Company, during the busy season has the right to initiate flexible shifts, including weekend workers if required. This will be by mutual agreement.

ARTICLE 11 PAY DAY

11.01 Pay Day shall be bi-weekly, Friday and will be in the form of direct deposit.

ARTICLE 12 CLASSIFICATIONS & WAGES

- 12.01 The Company will pay employees according to the wage and classification structure as outlined in Appendix A, which will form part of the agreement.
- 12.02 It shall be the responsibility of the Company to establish a wage rate and classification for a new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate. If the Union disagrees with the new wage rate set, a policy grievance may be filed.

- 12.03 An employee who is upgraded shall have their wages adjusted on the date of such assignment.
- 12.04 An employee who is moved temporarily by the Company to a lower paying job, shall maintain his/her rate of pay in effect at the time of such transfer. If it is to a higher rate, that rate will be received after one (1) worked shift.
- 12.05 No job will be re-evaluated either upward or downward except by mutual agreement.

ARTICLE 13 SHIFT PREMIUM

- 13.01 An employee shall receive a special premium payment of:
 - a) eighty cents (\$0.80) per hour for afternoon shift.
 - b) eighty-five cents (\$0.85) per hour for midnight shift.

ARTICLE 14 OVERTIME PAY

- 14.01 All work performed on Saturday will be paid at the rate of time and one-half the employee's rate of pay.
- 14.02 All work performed on a Sunday and paid holidays will be paid at the rate of double the employee's rate of pay.
- 14.03 a) Overtime will be paid at 1 ½ times regular rate for all hours worked in excess of 40 hours per week.
 - b) When an employee has been granted time off, it is understood that an employee will not lose any accrued overtime in a week in which they have not worked their forty (40) regular hours.
- 14.04 The employer shall provide as much notice of overtime as possible, with a minimum of 24 hours notice for weekend workers only.

ARTICLE 15 OVERTIME EQUALIZATION

15.01 The Company agrees to equalize overtime hours monthly among the employees in the same classification.

a) Overtime Opportunities

Overtime opportunities will be offered by classification. Such overtime will be offered by department and shift on a rotating seniority basis. It is understood that if an employee refuses an opportunity to work overtime then such opportunity shall be offered to the next senior employee and so on until the overtime has been accepted. A list shall be posted weekly showing the date each employee was offered overtime and at which employee the list stopped with the understanding that the next employee would be the first employee to be offered the next overtime opportunity.

If there is not enough volunteers, the employer shall have the right to mandate with the junior employee(s) who, in the Company's opinion, can perform the available work. No employee shall be mandated two weekends in a row.

b) The Company will give 24 hours notice of any request for overtime. Overtime is to be requested by the following periods in relation to the days that paid holidays fall on:

Paid Holiday Request by

Monday Previous Friday at 9:00 a.m. Friday Previous Wednesday at midnight

ARTICLE 16 WASH UP PERIOD

16.01 There will be a five (5) minute paid wash up period immediately prior to the lunch hour and a five (5) minute paid wash up period immediately prior to the end of the shift.

ARTICLE 17 PAID REST PERIOD

17.01 The Company will schedule two (2) rest periods of ten (10) minutes, one in each half shift and a 10 minute rest period prior to the commencement of any overtime of one (1) hour or more.

ARTICLE 18 REPORTING IN PAY/EMERGENCY CALL BACK

18.01 Any employee who reports for work as scheduled (or who is called in to work) unless previously notified not to report, and for whom no work is available, shall be paid equivalent to four (4) hours at the scheduled rate, provided such lack of work is not caused by power failure, strike or other events outside the control of the company, and provided further that such employee may be required to perform such alternative work as may be available and which he/she is allowed to perform. Allowed time paid, but not worked shall not be counted toward overtime.

18.02 Emergency Call-Back Pay

Any employee called back to work after completion of their regular shift shall receive in such instances a minimum of four (4) hours pay based on their regular hourly rate or applicable overtime rate.

ARTICLE 19 VACATIONS WITH PAY

- 19.01 Each employee will be entitled to a vacation with pay in accordance with the following schedule:
 - Employees with less than one (1) year seniority will receive 4% of their gross earnings.
 - One year but less than five (5) years of seniority will receive two (2) weeks of vacation or 4% of earnings.
 - Five (5) years but less than ten (10) years of seniority will receive three (3) weeks of vacation or 6% of earnings.
 - Ten (10) years but less than fifteen (15) years will receive four (4) weeks of vacation or 8% of earnings.
 - Fifteen (15) years and on going will receive five (5) weeks of vacation or 10% of earnings.
- 19.02 Employees will be granted two (2) consecutive weeks for the purpose of vacation.
- 19.03 When a paid holiday falls within an employee's scheduled vacation, he/she will be given an additional day for such holiday at a time mutually agreed upon by the employee and the company.
- 19.04 A vacation request form will be posted by April 1°. Employees will be given until April 30° to make their vacation requests on the form. If two or more employees apply for the same vacation time, the most senior person will be awarded the time off, however, after the April 30° deadline, seniority will no longer apply.
- 19.05 Two (2) weeks' vacation can be taken as single days.

ARTICLE 20 HOLIDAY PAY PLAN

20.01 For the purpose of this agreement, the following days are paid holidays:

New Year's Day Good Friday
Victoria Day Canada Day
Civic Holiday Labour Day
Thanksgiving Day Christmas Day
Boxing Day Christmas Eve

New Year's Eve

- 20.02 All holidays shall be set out in the Agreement and shall be celebrated on a regular work day, Monday through Friday.
- 20.03 For those employees who work their scheduled work days immediately preceding and immediately

following specified holiday (unless permission is granted for absence on those days or unless absence on such days is supported by reasonable proof of just cause). Employees shall be paid for the number of hours they otherwise would have been scheduled on the holiday, with a minimum of 8 hours.

- 20.04 The employee must have worked within thirty (30) days prior to or thirty (30) days following the holiday in order to receive pay for the holiday.
- 20.05 Each employee will be allowed personal paid statutory holidays as follows:
 - 3 personal stat days per year when 750 hours have been worked in the previous 12 months starting January the first of each year
 - 2 personal stat days per year when 500 hours have been worked in the previous 12 months starting January the first of each year

Qualified stat days can be used from January to December. Two weeks notice should be given for scheduling of stat days, unless mutually agreed.

If the personal statutory holidays have not been scheduled by December 1st, they will be paid in the following pay period. Scheduling of days is to be by mutual agreement.

ARTICLE 21 LEAVE OF ABSENCE

- 21.01 Upon application and one (1) week's notice, except in cases of emergency, leaves of absence may be granted to employees without loss of seniority. Leaves of absence must be signed by the Company and a copy given to the Shop Committee. Such leaves of absence will not be unreasonably withheld.
 - Granted leaves of absence will be without pay.
- 21.02 The Company will grant a leave of absence to members of the Union to attend to union business outside the plant provided the time is authorized by the President of the Local or National union. The employee's pay from the Company will continue, the Union will be billed for this time, and the Company will be reimbursed.
- 21.03 Employees who are granted a leave shall have their seniority accrue while on leave.
- 21.04 Any employee of the Company elected to political office or appointed to a full time position in the local union or national union will be granted a leave of absence without wages of benefits coverage for year by the company. Such leave will be renewed yearly until notice to cancel such leave.
- 21.05 Whenever possible the employer will grant a leave of absence, without loss of pay, to employees who request such leave for union education. The maximum number of days in total requested shall not exceed eight (8) days per contract year. No more than one (1) employee shall take such leave at any one time.

21.06 Benefits shall be continued up to the end of the month following the month in which the leave begins.

ARTICLE 22 JURY DUTY

22.01 An employee who is called for jury service or as a court witness shall be excused from work for the days on which he/she serves. Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not he/she is used. Such employee shall receive for each such day of service on which he/she otherwise would have worked, the difference between the payment he/she receives for such service and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had he/she not been performing such service (plus any holiday in such period which he/she would not have worked) and the pay for each such day shall be eight hours at his/her job class rate for the date preceding the absence. The employee will present proof that he/she did serve or report as a juror or witness, the amount of pay, if any, received therefore. An employee so summoned in advance for such service that would occur during a scheduled vacation period, may request and will be granted permission to reschedule such vacation period in accordance with the Agreement vacation provisions. For employees on an off shift, they would be deemed the same as a day shift for purposes of this article.

ARTICLE 23 MATERNITY, ADOPTION AND PARENTAL LEAVE

23.01 The Company will provide leaves and benefits, and shall be as per the Employment Standards Legislation as of the date of ratification.

ARTICLE 24 BEREAVEMENT LEAVE

- 24.01 Employees shall, at their option, be entitled to take up to five (5) consecutive working days off with pay at the time of death of the employee's spouse, or child, mother or father.
- 24.02 Employees shall, at their option, be entitled to take up to three (3) consecutive working days off with pay at the time of death of an employee's; sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren.
 - Employees shall, at their option, be entitled to take one (1) day off with pay at the time of death of an employee's spouse's grandparent.
- 24.03 It is understood and agreed that step-parents and common-law marriages are covered by the above.
- 24.04 In the event that a death occurs during the employee's scheduled vacation leave, or during the

- observance of Statutory Holidays, then the employee's vacation leave will be extended by the length of the paid Bereavement Leave as outlined above.
- 24.05 Pay on each day of absence shall be paid for the number of hours per day the employee otherwise would have been scheduled at the time the bereavement leave commenced with a minimum of eight (8) hours per day.
- 24.06 In the event due to unforeseen circumstances or due to cultural differences a memorial service needs to be scheduled within six months following a bereavement, an employee may utilize one day of their entitlement for the purpose of attending such burial or memorial service.

ARTICLE 25 EDUCATIONAL ASSISTANCE

- 25.01 It is the policy of the company to encourage all employees to engage in personal selfdevelopment through various mediums. As such the Company will provide assistance for courses that will enhance work performance.
- 25.02 There are three types of Educational Assistance that the Company will provide for:
 - 1. University Credits
 - 2. Continuing Education Courses
 - 3. Seminar or Workshop courses
- 25.03 The employee must obtain supervisory approval before the course commences.
 - This can be done by obtaining an application form from the Human Resources department, and having it approved by the employee's supervisor.
- 25.04 Reimbursement upon successful completion of the course. Proof of successful completion must be provided. This will be shown as a Taxable benefit on T4.

ARTICLE 26 JOB POSTING

- 26.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) working days, in order to allow bargaining unit employees to apply.
- 26.02 In filling jobs under this section, the employee with the greatest seniority who applied for the job will be given up to ten (10) working days to work at the job to determine their ability to perform the work required.
- 26.03 In case the employee is not retained in the job by the company or the employee voluntarily elects to give up their rights to the job, providing it is within the ten (10) day working day mentioned in (26.02) above, the employee will be returned to their former job and any other employee affected

thereby will be returned to the job on a similar basis and thereafter the original job will be filled in accordance with this section of the agreement.

The Company will furnish the union with notice of implementation of new classifications or jobs. Any new established job or classification submitted to the union by the company shall have only the wage rate subject to the negotiations by the parties. If the union and the company cannot come to an agreement on the wage rate, the union may write a grievance and present it to the company within thirty (30) days at the 3rd step of the grievance procedure.

26.04 All new jobs or vacancies shall be filled within fifteen (15) calendar days from the expiration of the job posting, unless extended by mutual agreement.

ARTICLE 27 TRANSFERS

27.01 Employees leaving the bargaining unit on or after the signing of this agreement shall retain and accumulate seniority for a period of ninety (90) calendar days. After that period, they will not be returned to the bargaining unit. Should an employee choose to return to the bargaining unit within the ninety (90) day period, they will return to their former classification.

27.02 Temporary Vacancy:

All Temporary Transfers inside the bargaining unit will last no longer then forty (40) calendar days and will be posted for a period of five (5) days and the most senior employee will be awarded the job. If the Temporary Vacancy lasts longer than the forty (40) days, the Employer will ask for an extension from the Union. This procedure is not intended to circumvent the job posting procedure. The Temporary Vacancy language will also not be used to circumvent the proper layoff procedure.

ARTICLE 28 NEW EMPLOYEE ORIENTATION

28.01 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 his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her 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 on first day 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. All new employees will receive orientation applicable and Health and Safety training before performing any work.

ARTICLE 29 GRIEVANCE PROCEDURE

29.01 Any complaint arising between the employees and the company shall be considered as a

grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure below.

29:02 An employee who has a complaint shall discuss their complaint with his/her supervisor and will have his/her Shift Steward present if requested by the employee. Such a complaint must be brought to the attention of the Supervisor within three (3) working days of the incident or circumstance giving rise to the complaint. The Supervisor shall state his/her decision verbally within three (3) working days of the complaint.

FIRST STEP:

Should the employee be dissatisfied with the supervisor's disposition of the complaint, he/she may, within five (5) working days of the reply of the Supervisor to the complaint, with the assistance of a union Steward, refer such matter on a written grievance form to his/her Supervisor who shall answer the grievance in writing within five (5) working days.

SECOND STEP:

Should the employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may, within five (5) working days of the reply by the supervisor, be referred to the Operations manager, who shall answer the grievance in writing within five (5) working days of the receipt of the grievance.

THIRD STEP:

If the union is not satisfied and no settlement is reached at Step 2, the Grievance Committee and the National Representative (if he/she so wishes) and the Representatives of management shall meet within five (5) working days or at a time mutually agreed upon, to discuss the grievance. The Company will give its answer within five (5) working days of the meeting.

- 29.03 Both parties to this Agreement agree that any grievance which has been properly carried through all the steps of the Grievance Procedure outlined in this article, and which have not been settled, will be referred to an Arbitrator, at the written request of the party having carriage of the grievance.
- 29.04 The time limits and other procedural requirements set out in Article 29 are mandatory and not merely directory. Therefore, in the event that any step or process set out in Article 29 is not taken within the time limit by the company, the grievance is deemed to be settled in favour of the Union. If the grievor, or the Union does not comply within the time limit set out in Article 29 the grievance is deemed to be withdrawn. However, the delays set out in Article 29 may be mutually extended, in writing, at the request of either party.
- 29.05 The Arbitrator will be chosen and mutually agreed to by the parties. In the event the parties are unable to agree upon an Arbitrator within thirty (30) days from the delivery of the decision referred to in Step 3 of the Grievance Procedure, then the party requesting Arbitration may apply to the Minister of Labour for the Province of Ontario for the appointment of an Arbitrator. The Arbitrator so chosen or appointed shall then forthwith consider and determine the matters in dispute and render a decision on them and the decision of the Arbitrator shall be final and binding on all parties.

concerned.

29.05 Each of the parties to this Agreement shall bear equally the expenses of the Arbitration.

ARTICLE 30 ADMINISTRATION OF DISCIPLINE

- 30.01 a) An employee who is being disciplined or discharged shall have union representation present at the time of discipline.
 - Discipline shall be issued within 3 days of the issue giving rise to such discipline having occurred.
- 30.02 A claim by a seniority employee that he/she has been unjustly suspended or discharged shall be treated as a grievance and shall commence at Step 3 of the Grievance Procedure. Such grievance must be in writing and must be filed with the Operations manager within three (3) working days of the suspension or discharge.
- 30.03 The Union will receive a written copy of the disciplinary action.
- 30.04 No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.

ARTICLE 31 NO DISCRIMINATION/HARASSMENT

Harassment in any manner or form, or by any employee is expressly prohibited by Armtec and the Union. It is the policy of the Company to recognize the dignity and worth of every employee. Armtec will provide for equal treatment and opportunities without discrimination in an environment free from harassment based on sex, sexual orientation, race, ancestry, place of origin, colour, ethnic origin, creed, age, citizenship, record of offenses, marital status, family status, religion, political affiliation, ability, handicap, or any other condition of personal difference.

Harassment will not be tolerated and such conduct may constitute just cause for discipline, up to and including dismissal.

Please see Armtec's complete Harassment policy, in accordance with applicable Human Rights legislation.

It is agreed that in the event of an accusation of harassment, the parties will undertake a joint investigation of the facts.

ARTICLE 32 SUPERVISORS WORK

It is agreed that Supervisors will continue to perform the work they presently do. It is further agreed that during times of layoff, a minimum of eight (8) unionized workers will remain employed. The eight will include two (2) team leaders, plus the six most senior employees in the bargaining unit.

- No supervisor will be allowed to do bargaining work. It is understood that this article does not apply to the Regional Manager.
- Supervisors will not work overtime production unless classification is exhausted or there are no qualified employees available.

ARTICLE 33 CROSS TRAINING

The Company is committed to having a well trained work force. Throughout the year the Company will look for opportunities to cross train those who apply in writing. The Company will provide an application form for this purpose. The Company agrees to provide the Union Chairperson with copies of Cross Training forms submitted by bargaining unit employees.

ARTICLE 34 NATIONAL DAY OF MOURNING

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

ARTICLE 35 STRIKES AND LOCKOUTS

The Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

ARTICLE 36 PARTIAL OR TOTAL PLANT CLOSURE

In the event there is to be a closure of part of the workplace, or part of a business of the workplace, or cessation of some operation(s) of the workplace, or other restructuring or productivity related action being considered by the Employer (such as, but not limited to, technological change and outsourcing where otherwise permitted) which may potentially give rise to permanent job losses the Company commits to providing the Union with three months' notice as per the cba. Where possible, the Union will have the opportunity to make proposals which could after or modify the decision.

In the event of a plant closure the Company will bargain a closure agreement with the Union.

Notice and severance for employees will be in compliance with the Employment Standards Act.

ARTICLE 37 MISCELLANEOUS PROVISIONS

37.01 The Company shall provide for all employees the following:

- suitable parking at no cost to the employee
- a lunchroom facility
- First aid facilities shall be provided by the Company.
- The Company will provide adequate first aid training, which will include training in CPR.
- The Company will provide a bulletin board, for the Unions use.
- The Company agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed.

ARTICLE 38 COPY OF AGREEMENT

- 38.01 The Company will provide a copy of the Collective Agreement in booklet form to all employees within three (3) months of ratification of the Collective Agreement.
- 38.02 The Company will also supply an outlined brochure of Company benefits to each employee within three months of ratification of the Collective Agreement.

ARTICLE 39 DURATION OF AGREEMENT

This agreement shall be in full force and effect from May 21, 2022 to 11.59 p.m. September 30, 2023 and shall thereafter continue for a further period of three (3) years unless not more than ninety (90) days or less than thirty (30) days before the expiration date either party shall give written notice to the other party that it desires revisions, modification or termination of this Agreement at its expiration date.

ARTICLE 40 HEALTH AND SAFETY

- 40.01 The Company and the Union will cooperate in their continuing objective to eliminate accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees at the plants during the hours of their employment. The Company, the union, and the employees recognize their obligations under the appropriate Provincial Safety and Health Legislation and will make every effort to comply in a timely manner with all the current Health and Safety legislation. An employee has the right to refuse unsafe work. Unsafe work will be defined as outlined in the Health and Safety legislation in place as at May 1=, 2002.
- 40.02 The Union and the Company agree to actively promote measures to assure the Health and Safety of all employees.

- 40.03 The Joint Health and Safety Committee (JHSC) will have a total of four (4) members, two (2) representing the Union, whom are elected or appointed and two (2) representing management. Both sides will be entitled to invite an additional person to each meeting.
- 40.04 One Management rep and one Union Rep member of the Joint Health and Safety Committee (JHSC) shall be certified as required.
- 40.05 During all absences, both parties will recognize a substitute member as designated.

ARTICLE 41 PERSONAL PROTECTIVE EQUIPMENT

- 41.01 Safety Shoes: Probation must be complete before employee is eligible to receive reimbursement for CSA approved safety shoes. Following the end of probation eligibility is one pair of safety shoes every 12 months, to a maximum of \$180.00. Receipt must be submitted to Operations Manager and will be reimbursed through expense cheque.
- 41.02 Prescription Safety Glasses Approval from a supervisor must be given for employee to be eligible to receive payment for new safety glasses. Eligibility is every two years following the end of probation. A form must be taken by the employee to their optometrist and completed by them. Employee is reimbursed upon properly completed, approved and returned form.
 - Single and multiple Vision up to \$225 every 2 years
- 41.03 The following items will be provided on an as required basis for all employees: smock, overalls, non prescription safety glasses, gloves, hard hats.

ARTICLE 42 INJURY ON THE JOB

Employees who are injured at work and who are unable to continue at their job, or who are sent home by the Company because of illness, shall be paid their regular earnings for the balance of the shift on which the injury or illness occurs.

ARTICLE 43 SUBSTANCE ABUSE

- 43.01 Substance Abuse counseling and help will be provided to all employees as required. Each case will be viewed independently by management to determine need.
- 43.02 The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

ARTICLE 44 INCAPACITATED EMPLOYEES

- 44.01 In the event an employee becomes physically handicapped and is unable to continue their job, exception will be made in favour of such employee on the following basis:
 - If a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such job without necessity of a job posting.
- 44.02 A Doctor's certification of disability by the employee's own doctor, and the Company doctor when requested, must be submitted. If a disagreement occurs between the two doctors' assessment, a third qualified party as agreed upon by the Company and Union will be asked to resolve the dispute and his/her decision will be binding upon the parties.
- 44.03 The Company will review all the circumstances related to the employee's ability to do the job 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.
- 44.04 An employee placed on a job because of a disability will have that disability reviewed when deemed necessary, by mutual agreement between the Company and the Union.

44.05 Light Duty

The Employer shall respect the opinion of the employee's physician. The employee must have his/her doctor fill out an employer-prepared light duty questionnaire and return the same to the Employer.

In the event of a dispute or misunderstanding relating to the performance of light duties, the Employer may require the employee to attend an appointment with an independent medical examiner at the Employer's cost.

44.06 Employees are expected to participate in the Armtec return to work program. It is understood by the Parties, that if an employee has been advised not to participate by their physician, the same process as outlined in 44.05 may be invoked.

NOTICE OF SHUTDOWN

The Company shall advise the union one (1) month in advance of any partial shutdown in the case of scheduled maintenance to machinery or a winter slow down. Notice of the Christmas shutdown shall be provided to the union no later than November 1st each year. The parties agree that where the Employment Standards Act provides for a greater notice period the ESA shall prevail.

CWIPP - PENSION PLAN

Effective May21st, 2022, the employer will contribute \$2.11per compensated hour on behalf of each employee to CWIPP.

The CWIPP outline is contained in a separate document.

GROUP INSURANCE

The current Group Insurance Plan with the following improvements and additions of which some are contained in a separate booklet, which form part of the agreement:

Life Insurance and AD&D - to \$45,000

Vision Care - to \$225 every two years.

Sickness and Accident 66 2/3% to the El maximum and based on 1/1/4

Dental plan – if the company increases the dental plan yearly maximum and orthodontic lifetime maximum, such increase shall be applicable to the Woodstock plant employees.

The Company is reviewing the current plan. Should a new plan come into effect prior to the expiration of the current collective agreement, employees will be transfer to the new plan with no reduction to their current coverage.

The Parties further agree that the Company will give the Union advance notice before any changes are implemented.

VIDEO SURVEILLANCE

The Parties agree that should any cameras installed in the workplace will be for the primary purpose of Safety, Security and loss-prevention, those cameras will not <u>be</u> for the purpose of recording any employees performing their work. Any associated footage(s) will not be used for any disciplinary purposes, other than for addressing Safety, security and loss-prevention issues.

Appendix A Schedule "A" – Wages

At expiry Date

Classification	START	6 Months Seniority	1 Year Seniority	18 Months Seniority
Maintenance Mechanic / Millwright	\$25.01	\$25.99	\$27.41	\$29.92
Team Leader Set-Up Technician	\$23.18	\$24.01	\$24.92	\$26.42
QC Technician Machine Operator	\$19.20	\$19.99	\$20.79	\$22.09
Fabricator	\$19.47	\$20.26	\$21.10	\$22.43
Yard Shipper / Forkift Driver	\$21.22	\$22.07	\$22.95	\$24,41

Effective May 21, 2022

3% Wage Increase

Classification	START	6 Months Seniority	1 Year Seniority	18 Months Seniority
Maintenance Mechanic / Millwright	\$25.76	\$26.77	\$28.23	\$30.82
Team Leader Set-Up Technician	\$23.88	\$24.73	\$25.67	\$27.21
QC Technician Machine Operator	\$19.78	\$20.59	\$21.41	\$22.75
Fabricator	\$20.05	\$20.87	\$21.73	\$23.10
Yard Shipper / Forkift.	\$21.86	\$22.73	\$23.64	\$25.14

LETTER OF UNDERSTANDING BETWEEN ARMTEC Inc. 901 Pattulio Avenue West P.O. Box 849 Woodstock, Ontario N4S 3A3 And UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

Banking of Overtime

Employees with a minimum of one year of service may bank overtime with the following understandings:

An employee may bank up to 56 hrs per calendar year on a one time basis between January 1 and December 1 of each year. Once the employee has reached 56 hours, no further banked hours are allowed to be banked.

All requests to bank overtime hours must be made at the time overtime is offered and on the appropriate form supplied by the Company. A signed copy (company and employee) will be given to the employee.

When employees request time off, they shall do so with seven (7) calendar days notice on the appropriate form supplied by the Company. The time off must be mutually agreed to with the understanding that the needs of the business must be met before any granting of time off is agreed to.

Minimum eight (8) hour withdrawls of time off may not be taken until the employee has accumulated 40 hours in the bank. For clarity, once the 40 hours, or portion thereof, has been withdrawn, the next opportunity for banking of hours will be in the next calendar year.

The 56 hours will be accumulated on the following basis:

1 hour of double time overtime (DT) equates to 2 hours towards the 56 hr annual maximum.

1 hour of time and a half overtime (OT) equates to 1.5 hours towards the 55 hr annual maximum.

Employees can bank "all" hours worked on a Saturday and/or Sunday, employees cannot split up some hours to be banked-some not.

Any unused hours will be cashed out the pay week following December 1 in each year. However with written requests prior to December 1, banked time off, if approved subject to the needs of the business, such time off may be used between December 1 and December 31. Cash payouts requested will be paid in the following pay period.

Bank time request will be on a first received first granted basis. In the event two (2) or more employees request the same day/time off, seniority will provail.

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Dated at Woodstock, Ontario this 15 day of Aug. 2022.

For the Company

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LETTER OF UNDERSTANDING BETWEEN

ARMTEC Inc.

901 Pattulio Avenue West

P.O. Box 849

Woodstock, Ontario

N4S 3A3

And

UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

EVA

The Company will extend and apply the EVA incentive plan for hourly workers to the employees at its Woodstock Steel/Plastic plant same as all plants within the Company, in consistency with the qualifications, terms and conditions of application of this incentive.

Dated at Woodstock, Ontario this 15 day of Aug. 2022.

For the Company

LETTER OF UNDERSTANDING

BETWEEN
ARMTEC Inc.
901 Pattullo Avenue West
P.O. Box 849
Woodstock, Ontario
N4S 3A3
And

UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

Maintenance Apprenticeship

As agreed during the collective bargaining of this agreement the terms and conditions for the Maintenance Millwright Apprenticeship Plan shall be governed by the Plan as was revised on July 23, 2010.

For ease of reference the wages for the apprentice during the term of this collective agreement shall be as follows:

Apprentice shall be paid a progressively increasing schedule of wages, as follows:

After 5000 hrs \$18.00 After 6000 hrs \$19.00 After 7000 hrs \$20.00

Upon successfully achieving and passing two certificates: Top rate of Maintenance Millwright classification as per the collective agreement.

Dated at Woodstock, Ontario this 15 day of Aug. 2022

For the Company

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LETTER OF UNDERSTANDING

BETWEEN
ARMTEC Inc.
901 Pattullo Avenue West
P.O. Box 849
Woodstock, Ontario
N4S 3A3
And

UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

Paid Education Leave (PEL)

The Company agrees to submit \$500.00 to the UNIFOR Paid Education Leave (PEL) fund in each year of the collective agreement.

Dated at Woodstock, Ontario this 5 day of Avg. 2022

For the Company

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LETTER OF UNDERSTANDING

BETWEEN
ARMTEC Inc.
901 Pattulio Avenue West
P.O. Box 849
Woodstock, Ontario
N4S 3A3
And

UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

Team Leaders

It is understood that in the event of lay-off, if the shift or machine is not in operation then Team Leaders are not required and are subject to lay-off by seniority.

Dated at Woodstock, Ontario this 💋	
For the Company	For the Union
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LETTER OF UNDERSTANDING BETWEEN ARMTEC Inc. 901 Pattulio Avenue West P.O. Box 849 Woodstock, Ontario

Woodstock, Ontario N4S 3A3 And

UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

UNIFOR Social Justice Fund

Unifor is committed to social justice in Canada, and around the world

Unifor is dedicated to improving the lives of workers and their families in Canada and around the world. One way we express that commitment is through our Social Justice Fund.

The Unifor Social Justice Fund promotes and supports the role of trade unions and workers groups in their efforts to strengthen democracy, promote equitable development, and contribute to poverty reduction, social justice and education reform.

The Unifor Social Justice Fund is a registered charity that is governed by our Social Justice Fund Board of Directors (which includes officers of the union as well as prominent Canadians). Funds are negotiated during collective bargaining from employers, either on a cents-per-hour-per-worker basis, or as a lump sum. In this way, workers signify that social justice is a key priority and that by working collectively we can make a difference not only here in Canada but around the world.

Armtec Inc. agrees to pay Five Hundred Dollars (\$500) to the UNIFOR Social Justice Fund each year of the collective agreement. The fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-government organizations. Such monies are to be paid into the fund established by its Board of Director and sent by the Company at the following address.

UNIFOR Social Justice Fund

205 Placer Court

Toronto, ON M2H 3H9

Dated at Woodstock, Ontario this 15 day of Aug 2022

For the Company For the Union

LETTER OF UNDERSTANDING BETWEEN ARMTEC Inc. 901 Pattulio Avenue West P.O. Box 849 Woodstock, Ontario N4S 3A3 And UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

Tillsonburg - Transfer of Operations

Upon the transfer of operations currently preformed at the Woodstock Plant to the Tillsonburg Plant (the "Transfer of Operations"), the Company and the Union agree that the following shall apply:

- The Company shall recognize the Union as the bargaining agent of all employees of Armtec in the County of Oxford and the Town of Tillsonburg, save and except supervisors, persons above the rank of supervisor, engineering, drivers, purchasing, office and clerical staff. For clarity, this shall include both steel and plastic pipe operations at the Tillsonburg Plant.
- Any employee covered by this Collective Agreement immediately prior to the Transfer of Operations, who accepts an offer of employment at the Tillsonburg Plant, shall continue to be covered by the terms of the Collective Agreement (Effective May 21,2022 to September 30, 2023) in their employment at the Tillsonburg Plant.
- 3. Any employee covered by this Collective Agreement immediately prior to the Transfer of Operations may express an interest in being considered for a position in the steel operations at the Tillsonburg Plant and, upon doing so, the Company will consider the employee as a candidate for the position. Where the employee's skills, experience, credentials, and qualifications are equal to or exceed other candidates, the employee shall be given preference. However, it is understood that Article 26 of the Collective Agreement has no application to the steel operations at the Tillsonburg Plant. An employee who accepts a transfer to the steel operations at the Tillsonburg Plant shall fall under paragraph 4 below, following the transfer.
- 4. Notwithstanding paragraph 1, any employee of Armtec in the Town of Tillsonburg who was not covered by this Collective Agreement immediately prior to the Transfer of Operations, shall be covered by the following of the Collective Agreement in their employment at the Tillsonburg Plant:

Article 3-7, 9, 17, 28-29, 30, 31, 35, 37, 39, 40, 41

In addition, new hires at the Tillsonburg plant will also be entitled to:

 Current group insurance available to the Woodstock plant employee [subject to terms and conditions of plans (including waiting periods)] 5. It is the mutual intention of the Parties that the renewal collective agreement (effective, October 1, 2023) shall cover employees in both the steel and plastic pipe operations, under a single comprehensive collective agreement setting out terms and conditions for all employees covered by the recognition clause described in paragraph 1 above.

For the Company	Fac Str. Helen
For the Company	For the Union
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LETTER OF UNDERSTANDING BETWEEN

ARMTEC Inc.

901 Pattullo Avenue West

P.O. Box 849

Woodstock, Ontario

N4S 3A3

And UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

Additional Millwright

The Parties agree that if the Company hires a Millwright at a rate which exceeds the rate contained in the collective agreement, the incumbent employee in the Millwright classification as of ratification of the renewal collective agreement (expiry September 30, 2023) shall receive the same rate as the newly hired employee.

day of Aug 2022
For the Union
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COLLECTIVE AGREEMENT
BETWEEN
ARMTEC Inc.
901 Pattulio Avenue West
P.O. Box 849
Woodstock, Ontario
N4S 3A3
And

UNIFOR LOCAL 636, WOODSTOCK, ONTARIO

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the 15 day of August, 2022

FOR THE COMPANY: ARMTEC, INC.

Phil Green Regional Manager

Director Human Resources

FOR THE UNION: UNIFOR LOCAL 636

Luis Domingues

National Representative,

Brent Thompson

President, Local 835

Victor Sawchuk

Bargaining Committee

Share Georgeson Bargaining Committee