



UNIFOR
the **Union** | le **syndicat**

COLLECTIVE AGREEMENT

Between

ARMADA TOOLWORKS LTD.

And

UNIFOR AND ITS LOCAL 222

November 1st, 2025 to October 31st, 2027

Table of Contents

Article	Page No.
General Purpose.....	1
Article 1 – Recognition.....	1
Article 2 – No Discrimination or Harassment	1-3
Article 3 – Management Rights.....	3-4
Article 4 – No Strikes or Lockouts.....	4
Article 5 – Union Membership and Dues Deduction.....	4-5
Article 6 – Union Representation.....	5-7
Article 7 – Grievance Procedure.....	7-9
Article 8 – Arbitration.....	9
Article 9 – Disciplinary Action.....	9-10
Article 10 – Seniority.....	10-11
Article 11 – Temporary Transfers and Temporary Employees.....	12-13
Article 12 – Job Postings.....	13-15
Article 13 – Layoff and Recall.....	15-16
Article 14 – Leaves of Absence.....	16-17
Article 15 – Hours of Work.....	17-18
Article 16 – Overtime.....	18-21
Article 17 – Report-In Pay.....	21
Article 18 – Call-In Pay.....	21
Article 19 – Appendices.....	21
Article 20 – Vacations.....	22-25
Article 21 – Holidays.....	25
Article 22 – General Payroll.....	25-26
Article 23 – Health and Safety.....	26-27
Article 24 – Bargaining Unit Work/Non Bargaining Unit Work.....	27
Article 25 – Duration.....	27-28
Appendix “A” – Job Classifications and Wage Rates.....	28-29
Appendix “B” – Summary of Benefit Coverage.....	30-32
Appendix “C” – Skilled Trades.....	33-34
Appendix “D” – Letters of Intent.....	34-36
Appendix ‘E’ – Apprenticeship Program	37-41

GENERAL PURPOSE

It is mutually agreed that the purpose of this agreement is to promote cooperation and harmony between the Company, and its employees, and the Union. Hereinafter referred to as (“the parties”), and to secure for all parties the full benefits of orderly collective bargaining; to recognize mutual objectives, to provide an amicable method for settling differences or grievances which may arise from time to time hereunder in the manner hereinafter set out, to promote efficiency and continuous improvements in the production of quality products.

The Company and the Union, and the employees also recognize that they have a mutual interest in cooperation, which enables the safe, economical, effective and competitive operation of the plant.

ARTICLE 1 – RECOGNITION

1.01 The Company recognizes the Union as the exclusive bargaining agent with respect to wages, hours of work, and other working conditions for all employees of the Company in the Town of Lindsay, located in the City of Kawartha Lakes, Ontario or within 100 kilometers of the current location, save and except supervisors, persons above the rank of supervisor, office, clerical, sales, engineering staff, and students employed for the summer vacation period.

1.02 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context applies.

1.03 The Company and the Union agree that the exercise of their functions will not be inconsistent with the terms of this agreement.

1.04 All new hires will be provided a proper orientation upon hire in the plant. Such orientation will be for the purpose of providing and explaining all company rules and policies, attendance management, and progressive discipline. Such meeting will be attended by the Plant Chairperson or a committee person. All employees will receive a copy of company policies, rules of conduct, and progressive discipline.

ARTICLE 2 - NO DISCRIMINATION OR HARASSMENT

2.01 There shall be no discrimination, interference, restraint, or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or agents shall not intimidate, coerce or attempt to intimidate any employee of the Company and shall not on Company time or premises conduct unknown activities except as herein expressly provided.

2.02 The Company, the Union, and the employees, shall not discriminate on any basis prohibited by the Ontario Human Rights Code, such as race, creed, colour, sex, sexual orientation, national origin, marital status, disability, etc. Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code. This article of the Collective Agreement shall be interpreted in accordance with the Ontario Human Rights Code.

2.03 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code.

2.04 Harassment is defined as any “course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other grounds prohibited by applicable human rights laws. At Armada Automotive Ltd., all employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all company facilities and premises.

Workplace harassment includes, but is not limited to the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another’s body, attire, gender, disability, racial or ethnic background, sexual orientation etc., which cause awkwardness or embarrassment.
- Displaying or distributing visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other’s gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Obligations of employees

Employees are obligated to bring any complaint of harassment to the attention of the Human Rights representative for the Company and the Union as soon as possible. If the Company/Union is not made aware of any issues of harassment, they may be unable to address such issues.

What harassment is not

Properly discharged supervisory responsibilities including but not limited to, instruction to employees, direction to employees, disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Armada Automotive Ltd. employees are not considered harassment.

Complaint and Investigation Procedure

If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of their supervisor and/or Union representative. In minor cases, not involving repeat incidents, the Company and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the UNIFOR Internal Procedure without a full investigation when requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company.

If the employee’s supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint, the employee may submit their complaint in writing to the Joint Committee.

The parties will designate independent representatives from the Company and the Union and the Company. The committee shall be made up of 1 male, and 1 female representative for each shift as best as possible. Most investigations will be conducted outside of working hours and off company premises. The Company agrees to provide and pay UNIFOR training for three (3) days for Management and Union

representatives that match or equal as described above. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.

The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, and employee or supervisor accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint Committee may, if they so wish, have Union representation present during the interview.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the Human Resources office of the Company.

Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Human Resources Manager and the plant chairperson. If any member of the joint committee is named in the complaint, the findings will be forwarded to their designated alternate. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.

The Human Resources Manager will review the findings of the joint committee and may discuss findings with the joint committee in the presence of the plant chairperson. The Human Resources Manager will then deem what action is appropriate based upon the findings of the joint committee, subject to the Collective Agreement.

A written copy of the findings by the joint committee will be given to the complainant and the alleged harasser.

In the event the complaint remains unresolved, and a violation of the collective agreement is alleged the matter may be considered as a grievance beginning at step 3 of the grievance procedure.

Nothing, in this article, prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Subject only to the provisions of this Agreement, nothing shall be deemed to limit the management of the Company in the exercise of its function to manage, operate and continuously improve the business. Management of the Company and the direction of the work force are vested solely and exclusively in the Company and shall not in any way be abridged except by specific restriction as set forth in this Agreement.

3.02 The Company hereby retains the sole and exclusive control over:

- a) Any and all matters concerning the operation and management and administration of its business.

- b) The determination of the location, relocation or termination of any or all of its facilities, including without limitation, the determination of the services to be rendered at any or all such locations.
- c) The determination of whether services, or any other work, shall be subcontracted, purchased or leased.
- d) The direction of employees including, but not limited to the determination of the number of employees and job qualifications, the determination of quality and quantity standards and the required employee performances in all such job classifications to such standards, the assignment of work, the right to select, hire, lay-off, reclassify, upgrade, promote, transfer, dismiss, discipline and suspend for just cause.
- e) The creation, establishment, publication and enforcement of reasonable rules and regulations to be observed by employees including but not limited to regulations relating to confidentiality, conduct, dress, and protection of company property; and
- f) The establishment has the right to create new job classifications, the right to determine the hours of work and the starting and quitting time, the processes, methods and procedures to be employed, including technological change, the right to make and enforce rules, including safety matters, and to perform all other functions inherent in the administration and control and/or direction of the business, except as expressly and specifically limited by the terms of this Agreement.

3.03 The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Company therefore retaining any rights not otherwise specifically covered by the Agreement, irrespective of whether the same have been hereto exercised.

3.04 The exercise of these functions of Management shall be consistent with the provisions of this Collective Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

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

ARTICLE 5 - UNION MEMBERSHIP AND DUES DEDUCTION

5.01 All present employees, new hires and probationary employees, on the completion of their probationary period, shall as a condition of employment, become and remain members of the Union, for the term of this agreement.

5.02 Dues are defined for the purpose of this clause as the regular Union dues and Initiation fees as described by the constitution of the Union.

5.03 The Company will, upon completion of an authorization card, signed by an employee covered by this agreement, for the duration of this agreement, deduct each week, the regular weekly dues of such employees and remit monies to the Financial Secretary of the Local Union of the National Union Unifor by the tenth (10) of the month following the month in which the dues were deducted. The authorization card shall be completed prior to a new hire commencing work and the Union copy shall be forwarded to the Chairperson.

5.04 Paid vacation days and paid holidays will be considered as days worked.

- 5.05** (a) If an employee, because of absence from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during the week, dues deductions shall be deferred to their next pay period at which time arrears will be deducted.
- (b) Initiation fees shall be taken off on the first pay period immediately after an employee has completed four weeks of his/her probationary period.
- (c) The Company agrees to supply the Unifor National Representative with a list of all employee's names, addresses, phone numbers and postal codes upon ratification of this agreement. The Company further agrees to provide to the Financial Secretary of the Local Union with a quarterly list of names, addresses, phone numbers and postal codes of all employees including new hires.
- (d) 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.
- (e) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this article.

ARTICLE 6 - UNION REPRESENTATION

The Company acknowledges the right of the Union to appoint or otherwise select:

6.01 Committee Person:

Two (2) per shift

"Committee Person" – This is an employee Union member chosen by the local to assist employees in the labour contract grievance procedure. Such committee person at the time of their election or appointment must have been employees of the Company with seniority. The Company agrees that committee person shall not suffer loss of pay for time spent in meeting with management in the handling of grievances during their normal hours of work but does not include Arbitration.

The Company agrees to recognize one (1) alternate Committee Person for each shift to be utilized only when both of the regular committee person is absent from work at the same time. A member requesting to see a Union rep/ H&S rep / Woman's advocate, will notify their supervisor who will facilitate the request providing the company can cover such request without delay if such request cannot be covered without delay, the employee and the union will be provided an explanation and when such request can be accommodated.

6.02 Chairperson:

There shall be one (1) chairperson who will be assigned to the day shift and will head up the in-plant committee. The Union chairperson or his/her designate shall be allowed up to a maximum of twenty-four (24) hours per week at no loss of wages, to conduct union business. The wage paid to the chairperson will be paid at the rate of SR Plastics Process Tech C, unless the employee is in a current higher classification. The hours to be used to conduct union business must be

mutually agreed upon by the Union and the company in conjunction with the Human Resources Manager or his/her designate in advance with as much notice as reasonably possible.

6.03 In-plant Committee:

There shall be a three (3) person in-plant committee made up as follows:

- Two (2) committee persons plus the plant chairperson.
- This in-plant committee shall function as the grievance committee and the negotiations committee.
- The plant woman's advocate can perform their required duties on company time if required.
- Such committee members including the plant chairperson at the time of their election or appointment must have been employees of the Company with seniority.
- "In-plant Committee"- The purpose of the in-plant committee shall be to meet with management, represent the employees in the handling of grievances and to negotiate renewals to this Agreement.
- The Company agrees that members of the in-plant committee shall not suffer loss of pay for time spent in meeting with management, in the plant or at negotiations, or in the handling of grievances during their normal hours of work, including Arbitration. Members of the negotiating committee shall be paid for their regular scheduled hours regardless of the length of the meeting.

6.04 The Company will permit the Union to hold elections of Committee Persons, Health and Safety Committee representatives and Women's Advocate, Diversity Rep and Harassment Committee on the Company's premises. The location and times for voting will be determined by mutual agreement between the chairperson and the Human Resources Manager and will not interfere with the production process.

6.05 The Company will grant upon request of the President of the local Union, or his designate, permission for up to four (4) Union members in total, being not more than one (1) employee from the same department and classification and shift, to leave the plant on Union business at any one time, without pay. Further, such request is made in writing at least five (5) regular working days in advance to the Human Resources Manager or their designate. It is understood that such time spent will not interfere with the production process and in the event of an emergency situation resulting in less than the required notice; such permission will not be unreasonably denied. Such notice will specify the nature of the business and leaving and returning time of those granted such permission.

6.06 The Union shall furnish the Company with an update on current Union representatives.

6.07 The Company agrees to recognize and deal with a representative from Unifor, the National Union and or the President of the Local Union, as part of the negotiations committee and grievance committee.

6.08 The National Representative or the President of the Local may, by prior appointment, visit the Company's premises for the purpose of discussing or investigating any matter covered by this Agreement. It is understood that there will be no interruption of work caused by such a visit. The Company agrees to not delay such visits unreasonably.

6.09 Union Office:

The Company agrees to provide the Union office with a locked door which shall include a desk, computer with access to email, printer, phone, locker, filing cabinet and access to a colour printer, laptop or webcam for the purpose of virtual meetings if necessary.

6.10 Bulletin Boards:

The Committee will have the use of two (2) bulletin boards, for posting of union notices. Such bulletin boards to be supplied by the Company. A union committee person and the Human Resources Manager or his/her designee shall sign such notices before posting.

6.11 Information Supplied to Union:

The Company agrees to provide the Union office with the following –

- a) Monthly updated seniority list, including all non-active, i.e.: Laid Off, Medical Leaves
- b) Members telephone numbers, address and email address
- c) Copy of all Company initiated employee notices
- d) Copy of all emails surrounding quality alerts
- e) Absenteeism reports – seniority list’s

6.12 Women’s Advocate

During the negotiations the parties discussed at great length the issues surrounding the position of a Women’s Advocate in the workplace.

Provide for three (3) hours of paid time per month on Company time.

6.13 Diversity Representative

During the negotiations the parties discussed at great length the issues surrounding the position of an Aboriginal and Worker of Colour Advocate in the workplace. Hours will be requested as needed to a maximum of three (3) hours per month.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The purpose of this Article is to establish a procedure for the settlement of all grievances. A grievance is defined as a question involving the application, interpretation, administration or alleged violation of any provision of this Agreement.

Research or preparation with respect to a grievance will be conducted outside of working hours. The processing of a grievance to management by the aggrieved employee and the appropriate union representative will be done during working hours but must not interfere with the regular conduct of business.

7.02 A grievance shall not be considered where the grievor or the Union become aware of the circumstances giving rise to the grievance, originated more than four (4) working days before the initiation of the grievance to Step 1 of the Grievance Procedure. For the purpose of this Agreement, paid holidays, Saturday and Sunday shall not be considered as working days.

7.03 With the exception of group or discharge grievances, as covered in this article, a grievance by an employee shall be processed in the following manner:

Step 1

Oral Stage: The grievance shall be discussed with the employee’s immediate supervisor within four (4) working days of the circumstances giving rise to the grievance, by the grievor or the Union. At the request of an employee, the employee may have the assistance of a steward at Step 1. The supervisor shall respond to the employee within four (4) working days.

Step 2

Written Stage: Failing settlement of the grievance at Step 1, the Union may reduce the grievance to writing and submit it to the Department Manager within five (5) working days from the date of the Supervisors reply at Step 1. At the subsequent Step 2 grievance meeting, the employee shall have the assistance of a steward. Such written grievance shall be signed by the Union and state the nature of the grievance on the appropriate grievance form. The Department Manager, or his/her designee, shall respond to the grievance in writing within five (5) working days from the receipt of the grievance.

Step 3

Final Review: Failing settlement of the grievance at Step 2, the Union may submit the grievance to the Human Resources Manager within 5 working days of the response at Step 2. A Step 3 grievance meeting shall be conducted as soon as practicable. The Human Resources Manager or his/her designee shall respond in writing within (5) working days from the Step 3 grievance meeting. Company representatives and Union representatives on our assignment or lawyer designated by the Union or Company and who are not employees of the Company may be present at the grievance meeting if mutually agreed upon by both parties.

7.04 Failing settlement of the grievance at Step 3, the Union may submit the grievance to arbitration within fifteen (15) working days from the date of the Human Resources Manager's reply at step 3.

7.05 If the Company fails to answer a properly submitted grievance within the specified time limits, the Union shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration, as the case may be. Any grievance not carried to the next step within the time limits prescribed herein, or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given by the Company.

7.06 The Union may withdraw, without prejudice to any case, a grievance which has been referred to any step of the grievance procedure, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure.

7.07 The Union may file a group grievance when the matter grieved effects more than one employee. All group grievances shall be signed by the Plant Chairperson or his/her designee and submitted in writing. If the grievors all work in one department, then the grievance shall be filed at Step 2. If the grievors work in more than one department, the grievance shall be filed at Step 3.

7.08 Either party to this agreement may file a policy grievance within fifteen (15) working days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a question by one of the parties to this Agreement involving the application, interpretation, administration or alleged violation of any provision of this Agreement but excluding subject matter which can be presented as an individual grievance, and all discipline and discharge grievances.

7.09 A union policy grievance shall be filed at Step 3 of the grievance procedure. A Company policy grievance shall be filed with the Unifor Local 222 Office.

7.10 The responding party to the policy grievance shall give its written response within fifteen (15) working days from receipt of the grievance. Failing settlement of the grievance, the originator of the grievance may submit it to arbitration within thirty (30) days from the date of reply to the grievance.

7.11 A grievance alleging improper discharge or suspension of an employee may be lodged at Step 3 in writing through the Chairperson of the Committee to the Human Resources Manager within four (4) working days after the receipt of the discipline. If the decision is not satisfactory to the Union, the matter may then proceed on the giving of the prescribed notice of appeal to an impartial arbitrator selected as herein provided.

7.12 The time allowance provided in this Article may be extended by mutual agreement between the parties in writing.

ARTICLE 8 - ARBITRATION

8.01 Failing a satisfactory settlement in Step Three of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within fifteen (15) working days after the reply at Step Three.

8.02 The party desiring arbitration shall request the Minister of Labour of Ontario to appoint an arbitrator and shall provide the other party with a copy of such request.

8.03 The sole arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case.

8.04 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement, except as provided for under the Ontario Labour Relations Act.

8.05 The decision of the Arbitrator shall be final and binding on the Parties.

8.06 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

8.07 The time allowance provided in this Article may be extended by mutual agreement between the parties, in writing.

ARTICLE 9 - DISCIPLINARY ACTION

9.01 Subject to the provisions set out below, a claim by an employee, who has successfully completed their probationary period, that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided for in the grievance and arbitration procedure herein.

The following procedure will apply when the Company intends or contemplates suspending or discharging an employee.

- (a) The Company will notify the employees and the Union in writing within five (5) working days of the alleged violation becoming known to the Company, or Seven (7) in the case of absenteeism with the exception of missing time punches.
- (b) The Union will be permitted up to two (2) full working shifts to investigate the alleged violation from the time of such notification.
- (c) During this investigation, the Company and the Union may make efforts to find an acceptable resolve, without the need for a hearing as per (d) below. Should such a resolve be worked out, any discipline being imposed will then be implemented and a grievance will not be processed.
- (d) When after the Unions investigation is complete and an acceptable resolve to the issue has not been reached, a hearing must be scheduled as soon as possible and in a timely fashion to hear the facts surrounding the discipline notice. The hearing will be held at a mutual time and date,

and will consist of the committee, the Company, the employee. The supervisor involved in issuing the discipline notice will participate if deemed necessary by either party.

- (e) Within one (1) working day of the hearing, the company will give the Union and the employee written notice of the action(s) that the Company intends to take before the employee is required to serve such suspension or is discharged.

It is agreed that any discipline imposed by the Company is subject to the grievance procedure, unless the discipline is an agreed-upon alternative to the original position of the Company as per (c) above.

It is further agreed that the above 9.01 procedure will not apply when the alleged violation may endanger the safety of themselves, or other employees, or of such nature that it would be inadvisable to retain the employee in the plant.

In such cases, and the employee is removed from the plant immediately, a hearing will be scheduled as soon as possible.

9.02 The Company will notify the employee and Union within Five (5) regular working days for all non-attendance issues of an alleged violation becoming known, or Seven (7) working days in the case of absenteeism with the exception of missing time punches. An employee, who has been suspended or dismissed without notice, shall have the right to meet with their steward, for up to (30) thirty minutes, before leaving the Company premises. This provision does not apply where it is necessary under the circumstances to require the immediate expulsion of the employee from the plant premises.

9.03 The employee will have a committee person present when a meeting is held with the employee where the subject matter is intended to become part of the employee's formal disciplinary record. A Union Representative will be present during disciplinary proceedings that involve discharge and a Union Representative will attend at the place and time as notified by the management representative.

9.04 No disciplinary action shall remain against an employee's record for a period longer than twelve (12) months. Disciplines concerning harassment as defined in the Collective Agreement shall remain on file for a period of twenty-four (24) months.

9.05 A copy of all disciplinary notices shall be given to the Union and the affected employee with best effort by the Company.

ARTICLE 10 – SENIORITY

10.01 A newly hired employee will be considered on probation for a period of sixty - (60) days worked with the exception of the following - a newly hired employee will be considered on probation for a period of one-hundred and twenty (120) working days for plastic material handler and all jobs above. During an employee's probationary period, the employee may be disciplined or discharged on the sole discretion of and for any reason satisfactory to the Company, provided such discipline or discharge is not for grounds contrary to the Ontario Human Rights Code (the "Code"). The parties agree these standard amounts to a lesser standard than just cause in accordance with the Labour Relations Act and that such action by the Company is not subject to grievance and arbitration procedures and does not constitute a difference between the parties unless the discharge was for reasons which constitute discrimination contrary to the Code. The Union will be notified as to the reason for termination.

10.02 Following the ratification of this agreement, when two (2) or more employees start paid work on the same day and therefore have the same seniority date, seniority shall be determined by lottery with the Union present.

10.03 The Company will post an up-to-date seniority list every month. Copies of the seniority list will be provided to the chairperson.

10.04 Seniority as referred to in this agreement, shall be plant wide and shall mean the employee's established unbroken length of continuous employment with the Company from the date of their last hiring by the Company. After the probationary period the employee's seniority shall date back to their most recent date of hire and their name will appear on the seniority list. Seniority shall be exercised as per the terms of this agreement.

10.05 LOSS OF SENIORITY:

The seniority of an employee shall be broken, and their employment is terminated for any one of the following reasons:

- (a) If they voluntarily quit
- (b) If they are discharged and such discharge is not reversed through the grievance and/or arbitration procedures.
- (c) If they are laid off from the Company for a period of thirty-six (36) months or length of seniority minimum of one (1) year whichever is less.
- (d) If they fail to report to work when recalled from layoff within five (5) consecutive working days following notice to report by the Company by registered mail, to their last known address, unless a reason satisfactory to the Company is furnished to the Human Resources Manager.
- (e) When an employee is absent from work for three (3) consecutive working days, excluding premium days, without a valid reason.
- (f) If they accept other employment while on leave of absence.
- (g) If they are absent due to illness or injury for a period of two (2) years or length of seniority minimum of one (1) year whichever is less.
- (h) If transferred to a position outside of the bargaining unit.
- (i) If the employer is looking to fill a non-bargaining unit position. (other than that, of a supervisory position), of clerical or administrative nature, the company will post such position to bargaining unit employees for a period of five (5) working days to see if there is any interest. The company has the discretion to select based on qualifications for the job. If a bargaining unit member is selected for the position, such member will have (90) working days to decide if they wish to remain in the job or return to the bargaining unit. After the (90) day trail period, the candidate will lose all seniority and rights under the bargaining unit collective agreement. The company will not have bargaining unit members performing non-bargaining work on a daily basis and if any bargaining unit member is selected for a non-bargaining unit work, it will be as consecutive days as described above.

ARTICLE 11 – TEMPORARY TRANSFERS AND BREAK RELIEF

11.01 TEMPORARY TRANSFERS:

11.01 A work assignment to another classification will be considered temporary when it does not exceed sixty (60) regularly scheduled working days. During this period, the provisions set out in the job posting procedure will not apply in the selection of an employee for such temporary transfer. If a vacancy is needed beyond the 60 days, such vacancy will be posted as per article 12. For clarity, the company will not circumvent the posting of a vacancy by removing a temporary employee and then subsequently fill the position again unless a 60 working day period has been exhausted. If the job is posted, and no employee applies for the position, the company will then have the ability to permanently place an employee into the vacancy.

11.02 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 a transfer is to a job with a higher rate for more than three (3) hours, the employee shall be paid the 6-month rate. If you are working in the set-up department and are being transferred from a Jr. Tech to a Sr. Tech, you will receive the 6-month rate at Sr. Level A rate.

11.03 Any employee transferred through the job posting procedure to another job for the purpose of sickness or medical leave coverage will remain in the position until full return of duties by the injured employee.

11.04 When transferring employees from one classification/ department to another, such transfers will be offered to qualified (ability to perform the job) employees on a seniority basis. If no volunteers, the junior employee may be required to fill the transfer.

11.05 When filling known or unknown vacancies of three days or less (i.e. call-in, leaves etc.) created by the absence of a regular employee, the employer will firstly offer the vacancy as overtime for either early start or a late stay to employees regularly performing the work in the classification prior to filling the vacancy, firstly by the backups, followed by temporary transfers as per 11:01.

11.06 The company will post for overtime opportunities on a separate sheet for indirect labour openings. It will be the employee's responsibility to sign the sheet. The company will commit to using the names on the sheet before using on shift coverage.

11.02 TEMPORARY AGENCY EMPLOYEES:

11.02.1 It is agreed that temporary agency employees shall not perform work that has been and/or would be customarily performed by the bargaining unit employees, to the extent that it results in the layoff of bargaining unit employees, or it prevents the recall of such employees, or it prevents the hiring of full-time bargaining unit employees. The Company and the Union agree that temporary agency employees however, may be utilized by the Company for the purpose of filling known or expected vacancies of more than three (3) days created by the absence of a regular seniority employee for any reason or additional / increased work assignments where such requirements are not expected to last past thirty (30) working days. It is agreed that for indirect classifications where back-up positions exist, and overtime canvassing has been exhausted, the company will first use the back-ups to fill the vacancy, and temporary agency workers may be utilized to backfill vacancies created by the back-up. If the vacancy last beyond 30 days, it will be posted. It is agreed that all temporary employees must follow all plant rules and regulations as those that are expected of regular seniority employees such as, **but not**

limited to, regular start and finish schedules, mandatory overtime, quality and production requirements.

11.02.2 The Company and the Union agree that a temporary vacancy as defined above, which lasts longer than thirty (30) working days, will be offered to be filled by seniority, to the employees within the classification and within the department where such temporary vacancy exists. This however shall not apply in the event that the number of temporary vacancies may be such that the use of the above procedure may have a negative impact on plant operations.

11.02.3 At the end of the temporary assignment, seniority employees will revert back to their previously held positions.

11.02.4 The Company and the Union agree that the Company may maintain a supplementary absentee relief pool of employees, consisting of seven (7) relief employees per shift. Full time employment offers will start with the current temp employees by longest service first and no probationary period will be required unless the employee has not yet worked the probation time as set out in Article 10.01. If the number of agency employees exceeds twenty-one (21) for more than any rolling three (3) month period, then the Company will meet with the union for the purpose of identifying the number of agency employees required for covering absences, the full time positions they are covering, and the need for coverage (i.e., specific absences, vacation coverage or LOA for a seniority held position). It is understood that it is the intention to reduce the number of agency employees required, and as current absenteeism rates improve, agency employees will be reduced accordingly. In no circumstances will agency employees be utilized for the purpose of coverage providing coverage for negotiated lunch and rest period breaks that are otherwise preformed by leadhands.

11.02.5 Break Relief

It is agreed as is the current responsibility of break relief coverage will be preformed as partial duties of the lead hand, and will not in any circumstance be preformed by employees

11.02.6 Summer Students

If granting summer vacation requests, the Company may use post-secondary students, and if necessary additional temporary employees, to cover the requests. Students and temporary employees used specifically for covering summer vacation request may be employed from May 16th through September 15th each year. It is agreed that when recruiting students and temporary employees for summer vacation coverage, that family members of current bargaining unit employees will be considered first.

The Company shall provide a list of temporary employees to the Chairperson once per month.

ARTICLE 12 - JOB POSTINGS

12.01 If a permanent job vacancy or a new job is created, within a classification such opening will be posted on the plant bulletin board for a period of four (4) working days and all copies will be forwarded to the union chairperson. The company will provide a triplicate form for employees to post for vacancies. Employees posting for a new position will put one copy of the posting in each of the company and union posting box. When selecting employees for the posting the company and the union will meet to verify the candidate being awarded the position. During such time seniority employees may apply for such vacancy by completing a Job Posting Application form supplied by the Company. The posting will identify the following:

1. Department

2. Shift
3. Classification
4. Rate of Pay

12.02 An employee on vacation or on an approved leave of absence may have his/her name added to the job posting within the time limits by another employee provided such application is signed by a supervisor and a steward, and further provided that the employee is ready and available to commence work at the time the job is awarded.

12.03 Employees currently working in the classification posted may apply for a shift change through this procedure. Applicants will be considered in the following order:

- 1) Employees currently working in the classification, within the department requesting shift change.
- 2) Back-ups that are posted on shift- Followed by Back-ups for the rest of the plant
- 3) Employees currently working in the department where the vacancy has occurred.
- 4) All other employees in the plant.

12.04 Positions will be awarded based on the following criteria, unless the absenteeism is for a bona fide reason:

The most senior applicant provided they have a) the skill, ability and qualifications to meet the normal requirements of the work to be done.

Employees applying for a job at or above Leadhand shall not be awarded a job posting if they have any suspensions against them for attendance, or for breaking the companies Rules of Conduct. Disciplines on file will not affect shift changes unless posting into a higher rate of pay. Disciplines for Quality will not be used to prevent a posting as per article 12:04. Disciplines for Quality will only affect job posting award if it is for roles that are directly related to teaching and training such as Lead hand or Trainer.

12.05 When awarded a position in an upward progression, through the job posting procedure, and the probationary period has been completed the employee shall receive either their own current rate of pay or, the 3-month rate of pay for the position awarded, whichever is higher. The employee shall then progress to the next rate for the new classification according to the schedule. However, if the employee held the same job either by job posting or temporary transfer at the six (6) month rate within the previous (6) months of this awarded posting, he/she shall immediately receive the six (6) month rate.

12.06 When awarded a position of equal or lower progression through the job posting procedure, and the probationary period has been completed the employee shall receive the six (6) month rate of pay for the position awarded.

12.07 All job-posting awards above Associate 2 are subject to a probationary period of up to forty-five (45) regular working days inclusive of overtime. In the event the employee is found to be unsuitable for the position at any time during the probationary period he/she will be returned to their previous position. During the probationary period the employee has up to ten (10) regular working days, to elect to return their previous position. The next suitable candidate will be chosen from the original job posting. Employees will not be awarded more than two (2) positions as a result of a job posting within any twelve (12) month period. When posting to the new position, the employee will be paid 100% of the job rate of pay after 20 days working days.

12.08 Due to training and scheduling requirements, shift change awards may not be affected until after the probationary period.

12.09 Subject to training and scheduling requirements the applicant will be placed in their new position within ten (10) regularly scheduled working days of being awarded the job. The successful applicant's name will be posted on the bulletin board for three (3) working days.

12.10 Should an employee decline a posting at the time of being awarded the position, this shall not be considered as an awarded posting for the purpose of this article.

12.11 The third vacancy created by the original posting may be filled at the company's discretion. If the employee filling the third vacancy is removed from the position, the vacancy will again be posted as an original posting. If the employee filling this final position is removed or quits, the company can fill at their discretion. When the employer is exercising their right to select a candidate for the third open vacancy, the employee selected will be identified and forwarded to the union.

12.12 The Company shall continue the practice of aptitude testing candidates for the following posted positions, or newly created positions, as deemed necessary by the Company:

For all positions above Work Associate 2, the Company shall notify the Plant Chairperson prior to posting for a position that requires aptitude testing. The successful applicant will be the senior candidate selected from among those whose overall test score is seventy five percent (75%) or greater. The aptitude testing will be derived from randomly selected questions obtained from a catalogue of pertinent questions relating to the specific posting. If more than one candidate is applying for a position that requires testing, then all candidates shall be tested at the same time. A member of management shall be present during the test. An employee shall have the right to review their scores accompanied by a committee person. The Chairperson shall have the right to review all of the scores if requested. An applicant who garners a passing grade but is not successful, will not be required to rewrite the test for two (2) years. An employee who does not garner a passing grade will not be prevented from re-applying and re-testing for future open postings.

ARTICLE 13 - LAYOFF AND RECALL

13.01 In the event of a lay-off or staffing realignment, temporary agency employees and probationary employees shall be laid off first, provided that the remaining employees have the skill, ability and qualifications to meet the normal requirements of the remaining work to be done.

13.02 If further lay-offs are necessary then:

13.02.1 Employee(s) within the job classification of the affected department shall be laid off in reverse order of seniority.

13.02.2 Those displaced employee(s) from within the classification wishing to exercise their bumping rights shall first claim the job of a less senior employee in another department in a classification level of equal pay rate e.g. "material handler" displacing "driver".

13.02.3 If the displaced employee(s) is unable to displace an employee in their classification or a classification of equal pay rate on their shift in any department then such employee may displace the junior employee in a classification pay rate level below that which they held.

13.02.4 Employees not having seniority to stay on their shift or not wishing to bump to a lower rate may bump the most junior person in their department and classification on another shift providing they have the seniority.

13.02.5 Employees not having seniority to displace anyone in their department may displace the most junior employee in a classification of equal or lower rate in any department or shift providing they have seniority.

13.03 The above lay off procedure is subject to the following criteria:

13.03.1 That the employee(s) claiming such other job has the skill, ability and qualifications to meet the normal requirements of the work to be done without training. The displacing employee will be afforded a three (3) day familiarization period only.

13.03.2 In the event of a permanent layoff (no recall date), the displacing employee will be afforded five (5) days of training only for those positions above Associate 2.

13.04 Employees on lay-off will have their name recorded on a callback listing for an amount of time equal to their length of service up to a maximum of two (2) consecutive years, prior to lay-off. Employees will be recalled in order of seniority provided they can immediately meet the requirements of the work to be done. In the event an employee declines a recall to the classification from which they held his/her name will be removed from the callback listing.

13.05 Temporary lay-offs, for up to five (5) regularly scheduled working days, for example, when a customer shuts down for a short period, or when there is a machinery breakdown, may be issued first from those employees volunteering to take the layoff, then by reverse seniority within the classification in the department and on the shift where such layoff exists. Full time employees may use their seniority to work in other departments and shifts/or during temporary layoffs, as per the language above provided, they have the skill and ability to do so. Any remaining vacancies as a result of full-time employees failing to successfully qualify and/or elect to take a voluntary layoff, will be offered to temporary employees.

13.06 Elected Union representatives will be the last laid off on their respective shifts not withstanding their company wide seniority.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 PAID EDUCATION LEAVE: The Company agrees to pay into a special fund, two cents \$0.02 per hour for all compensated hours for the purpose of providing paid education leave. Such moneys shall be paid quarterly to the Union. Mailing Address: 115 Gordon Baker Road Toronto ON M2H 0A8

14.02 BEREAVEMENT LEAVE:

14.02.1 In the event of the death of a spouse/ partner, child or step-child, parent, brother, sister, grandparent, mother / father-in-law or grandchild, an employee covered by this Collective Agreement will be granted bereavement leave at his/her base rate inclusive of all premiums and shift differentials for a maximum of four (4) working days. Time can be taken surrounding the date of death or split between the date of death and the date of a celebration of life. If time is taken surrounding the celebration of life, the employee must be able to identify time for necessary arrangements before the celebration of life. Celebration of life will be covered by the company if it is held on a working day or mandatory date of work only.

14.02.2 An employee will be granted one (1) day of bereavement leave with pay of their brother-in-law, sister-in-law, son-in-law/daughter-in-law/niece/nephew aunt or uncle, surrounding the day of death, or funeral/celebration of life providing this is a working day. An employee using the one day surrounding the day of death will be granted another unpaid day for the celebration of life provided notice of the date is given in advance.

Should an employee require bereavement leave, they must notify their supervisor immediately. Employees will be requested to submit documentation confirming the death.

14.03 LEAVE UNDER THE EMPLOYMENT STANDARDS ACT:

- A. Pregnancy leave, parental leave, family medical leave, organ donor leave, family care giver leave, critical illness leave, child death leave, crime-related child disappearance leave, domestic or sexual violence leave, sick leave, family responsibility leave, and reservist leaves of absences will be available to any seniority employee who qualifies in accordance with the provisions outlined in the Employment Standards Act.
- B. The Company will provide for ten (10) Emergency leave days per each calendar year. Employees may use one of the ten (10) E-days as a paid emergency day, with no doctor's note required. Any employee who chooses not to be paid for an emergency day, will have the paid day used as an additional paid floater during the Christmas break.
- C. An employee requesting to be paid an emergency leave day must request payment on a written form within 24 hours of returning to work.

14.04 CRIMINAL ACTIVITY:

An employee charged with any offence will be considered as on leave of absence, only for the period of his/her trial.

14.05 JURY DUTY LEAVE:

14.05.1 Any employee who receives a summons to jury duty must inform his/her supervisor as soon as possible. A copy of the original summons will be required. The Company will grant the necessary time off to serve on jury duty.

14.05.2 The Company will make up the difference between the amount of money received per day by the employee and the normal wages for up to the eight (8) hours pay, which he/she would have been eligible for working that day. This shall apply to employees during the jury selection process or while serving as a jury member (including court duty or coroner's jury duty) or when appearing as a subpoenaed witness for the crown. An employee not required to be in attendance for any of the above shall report for work.

ARTICLE 15 - HOURS OF WORK

15.01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

15.02 The normal hours of work Monday through Friday are as follows:

- i) Day shift: 7:00 am until 3:00 pm
- ii) Afternoon shift: 3:00 pm until 11:00 pm.
- iii) Midnight shift: 11:00 pm until 7:00 am

15.03 The day, afternoon and mid-night shifts are steady shifts and shall be posted as such.

15.04 The Union agrees that the Company must respect its customers operations and therefore the above-mentioned shift times and shift rotation may be modified to accommodate the customers requirements. Prior to changing any shift starting times, the Union will be notified.

15.05 REST PERIODS:

A paid twenty (20) minute uninterrupted rest period shall be scheduled in the first half of the shift and a further paid twenty (20) minute uninterrupted rest period shall be scheduled in the second half of the shift for all employees.

ARTICLE 16 - OVERTIME

16.01 Overtime shall be initially voluntary. However, if there are insufficient volunteers, persons who normally perform the work may be required to work in the reverse order of seniority within the classification on the shift on which the overtime is required.

16.02 Bargaining unit employees who are willing and available and who have the skill and ability, and who have been trained to perform the identified work requirements will be offered the overtime opportunity prior to the selection of a temporary agency employee.

16.03 The company will make every reasonable effort to train existing employees by seniority within six (6) months on current jobs in the plant in order to assist in meeting the above requirements. Additional training time may be required when the number of newly created jobs exceeds thirty (30) employees within a six (6) month period. As required, a volunteer signup sheet will be posted in the plant for training opportunities for overtime purposes.

16.04 An employee who is scheduled to report for an overtime assignment that fails to report for such overtime, or reports late, or leaves early, without permission from the Company, may be subject to disciplinary action as defined in the Company attendance program.

16.05 Overtime will be modified into three different options:

1. Overtime required during the normal work week
2. Overtime required for Saturday paid at time and one-half
3. Overtime required for Sunday paid at double time

16.05.01 Overtime Required During the Normal Work Week

(A) The shift supervisor will post on Monday of every work week, within the first two hours of the shift for weekday overtime opportunity's. One sheet for the week will be posted for weekday overtime opportunities in the classification, department and on the shift where overtime may be required. Employees will be required to sign the overtime sheet as either accepting or declining the overtime work opportunity.

(B) Employees have the option of signing the sheet Monday for the remainder of the week or daily within the first half of the shift. Any employee that does not sign the sheet will

automatically be considered declining the opportunity.

- (C) Employees in the job classification, department and shift who normally perform the work and who are next to be asked on the rotation will be given the first opportunity to work overtime as an early start or an extension of their shift. If they refuse the overtime, then those employees who have the skill and ability to perform the normal requirements of the work and are on the same shift and are next in rotation will be given the opportunity to work.

16.05.02 All overtime hours canvased whether worked or declined will be charged as follows:

1. Refusal to work any and all overtime shall be charged on the rotation list as though the overtime was worked. When attempting to contact employees by telephone, failure to connect with the employee directly for any reason shall be considered as a refusal and the employee shall be charged. Union representation will be present when the overtime is being offered. Employees calling back within 15 minutes of the original call, will be considered, if overtime is still available.
2. An employee who is absent from work for any reason when overtime is being distributed and who would have been requested to work had they been present shall be charged on the rotation list as though the overtime was worked.
3. Any employee entering into an overtime rotation group will have their seniority applied to that group for the purpose of establishing their overtime rotation Example: Job Posting.
4. An employee temporarily transferred to a new rotational group for five (5) days or less will have their seniority applied to their home group first and then will be considered as lowest in seniority in their temporary group for the purpose of the overtime rotating seniority list. If the temp transfer is for medical coverage reasons as per the collective agreement, then their seniority will apply in the temporary transfer group.
5. The Company will be responsible for ensuring the proper employees are being asked and to keep track of who is to be asked according to the rotation in overtime groups. All overtime tracking records will be given to the plant chairperson as normal on a weekly basis.
6. Rotating seniority is for voluntary overtime opportunities only and any mandatory overtime required will be subject to the mandatory overtime provisions of the collective agreement. Employees who missed an opportunity as a result of an error being made will be given an opportunity to work the missed hours at their convenience within the month and such will not displace another employee's opportunity.

16.05.03 Overtime Required Outside the Normal Work Week

1. Employees who are starting vacation on the Monday, may volunteer to work the Saturday and Sunday at the start or end of their vacation, employees cannot be mandated on the weekends surrounding vacation week(s)
2. The employee will be expected to sign the sign-up sheet for Saturday overtime by either accepting or declining the overtime work opportunity.

3. The supervisor will pick employees from the sign-up sheet for Saturday overtime by rotating seniority in the classification, department and shift where the overtime is required. If the Company is unable to get sufficient employees amongst those who normally perform the work in the classification, department and shift where the overtime occurs, the overtime will be first offered to employees next to be asked on the seniority rotation list who are qualified to perform the work required. If additional employees are required, then the mandatory overtime provisions of the collective agreement will apply. Prior to mandating seniority employees all temporary employees will be canvassed first.

16.05.04 Separate rotation lists are as follows:

1. Weekday overtime opportunity's
 2. Saturday overtime opportunity's
 3. Sunday & Holiday overtime opportunity's (double time)
-
1. All employees being used during weekday overtime (Monday – Friday) will be guaranteed three (3) hours overtime. They can leave at their own discretion however only hours worked will be paid if the employee chose to leave.
 2. Employees that are being utilized in another department can be asked to work overtime in another department after all other employees in that department's rotation have been exhausted. Other qualified employees may be asked prior to mandate however they will be charged in their own department as asked.
 3. Company can only mandate within the required classification and department as per our current collective agreement.
 4. Employees who are required to work will be given as much advanced notice as is practicable so that they can make any personal arrangements that may be necessary. In the event the Company schedules mandatory overtime for outside the normal work week (Saturday or Sunday) article 16.05 will apply. (No later than the end of the fourth (4th) regular scheduled day, unless breakdown or customer driven.)
 5. An individual employee's personal circumstances in connection with working overtime will be given careful consideration.
 6. All overtime hours worked will be charged as hours worked. Example: Eight (8) hours worked is eight (8) hours charged. NOT twelve (12) hours charged for eight (8) hours overtime worked.
 7. The Company may schedule any employees to work up to a maximum of forty-eight (48) hours per week. Such overtime shall be mandatory unless the Company is able to secure sufficient qualified volunteers to meet its requirements.
 8. Employees who are working in accommodated assignments are eligible for their share of overtime work opportunities that arise in their respective assignments. Accommodated employees will not be eligible for work opportunities outside of their medical restrictions. Accommodated employees will be charged for overtime hours in the same manner as other employees.

16.06 All work performed in excess of 40 hours a week shall be paid at the rate of time and one-half (x 1½) the normal regular hourly rate of pay.

16.07 Double time will be paid for all time worked on Sunday except when it is part of the employee's normal Monday midnight shift.

16.08 Double time will be paid for all time worked on a paid Statutory Holiday in addition to holiday pay.

16.09 pre-approved vacation days (8-hours) taken during a regular workweek will be counted towards the overtime threshold in the week that the vacation day(s) is being taken. Employees laid off during the work week and subsequently are required to work on the Saturday, will receive 1.5 for all hours worked on the Saturday.

16.10 Granted leave of absences except union leaves, jury duty or bereavement leave will not be counted towards the overtime threshold, and forty (40) hours must be paid / worked before overtime applies.

E.g. 1-day (8 hours) vacation time, 40 hours worked
Paid @ 32 Regular hours, 8 overtime hours
1-day (8) hours leave of absence, 40 hours worked
Paid @ 40 regular hours

16.11 All statutory paid holidays will be considered hours worked for the purpose of mandating overtime.

ARTICLE 17 - REPORT IN PAY

17.01 An employee who has not been notified in advance "not to report for work" and who reports for his/her scheduled shift, will be given at least three (3) hours work, and if no work is available, he/she will be paid for a minimum of three (3) hours, at his/her normal hourly rate.

17.02 This obligation on the Company will not prevail if no work is available because of power shortages or failure of power supply or for material shortage, shutdown of customer, fire, flood, explosions, acts of God, terrorism and or any other conditions beyond the control of the Company.

ARTICLE 18 - CALL-IN PAY

When an employee has left the premises, after completion of his/her normal shift and is called upon to return to the plant for emergency duties, the employee will be guaranteed a minimum of three (3) hours of work at their regular straight time hourly rate or paid for hours worked at time and a half which ever is greater.

ARTICLE 19 - APPENDICES

19.01 The job classifications and hourly wages shall be as set forth 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. They shall not be changed or deleted, nor shall the jobs themselves be altered or amended without consultation with the appropriate Union representative.

ARTICLE 20 - VACATIONS

20.01 Employee’s vacation is calculated on a twelve (12) month period commencing July 1st of each year through the end of June the following year.

20.02 The Company and Union have clarified and agreed that employees may apply to use singular vacation days, and such days will be counted towards the 40-hour overtime threshold as per Article 16.10.

20.03 All vacation time must be taken in the vacation year that it is due; there will be no carrying over of vacation from year to year up until four (4) week’s vacation entitlement. Employees with four (4) week’s vacation will be able to carry over unused days up to one (1) week’s vacation entitlement into the next year. Will not be paid as an extra week’s vacation pay but vacation time can be used. Vacation Entitlement is based on the following schedule:

<u>Years of Continuous Employment</u>	<u>Annual Vacation Entitlement</u>
Up to five years (5) years	two (2) weeks
Greater than five (5) years	three (3) weeks
Greater than ten (10) years	four (4) weeks

20.03 VACATION PAY:

Employees shall have the following options available to them for the payment of accrued vacation earnings:

1. To be received as two lump sum payments, the first paid out in the second week of December and the second paid out at the end of the vacation year and prior to any summer plant shutdown. Or
2. To be received in a single lump sum payment to be paid out at the end of the vacation year and prior to any summer plant shutdown.
3. To be received on the Thursday of the following week(s) of vacation provided:
 - a. Approved week(s) of vacation are in one week blocks Monday to Friday inclusive
 - b. Employees must give the Company five (5) days written notice in advance of the requested vacation pay
 - c. If there are insufficient monies in the vacation accrual, the balance will be exhausted
 - d. If five (5) days written notice is not provided, vacation pay shall be paid as per 1 or 2 above.
4. Employees may request available vacation pay for emergency reasons with a minimum of five (5) day’s notice without having to book coinciding time off except for the provisions under the Employment Standards Act.
The Company will maintain current practice of pro rating vacation pay percentage increase entitlement to date of anniversary. (Years of service)
5. Employees must give at least five (5) day’s notice when requesting single vacation days.

An employee must notify the Company in writing of their vacation payment choice as per the timelines noted above. Vacation monies cannot be carried forward to the following vacation year. Vacation pay will be at the rate of 4%,6% or 8% of earnings for each week of vacation entitlement.

20.04 VACATION SCHEDULING:

20.04.1 Employees with vacation entitlement may be required to take their vacation during any plant shutdown. In the event production must continue through shutdown, vacation will be scheduled in order of length of service by department.

20.04.2 Employees wishing to schedule vacation time for the upcoming vacation year (starting in July) must request this in writing on a **Personnel Action Request Form** and forward to the Human Resources Department before **January 31st**, of each year.

20.04.3 Competing requests for the same vacation time off within the same classification and shift will be resolved by seniority where the request is made before February 1st, each year. Any requests received after this date will be approved on a first come first serve basis. **The company will post any available openings that were created by a cancelled vacation. Postings will be for June, July, August.**

Half day vacation days will only be granted if the employee provides the company with a valid reason for the need.

If an employee cancels a vacation request with less than five (5) day's notice, the vacation day will be counted as used unless the cancelation is for a valid reason, example: on sick leave, union business, jury duty, bereavement leave, or a newly scheduled doctors appointment.

Vacation Entitlement will be based on the following classifications:

- a. Assembly (Associate 1): A minimum of 25% will be allowed off at any one time per shift based on seniority.
- b. Plastics: A minimum of 18% will be allowed off at any one time per shift based on seniority. Plastics (Lead hand) 15% or two (2) maximum.
- c. All other classifications will be allowed off a minimum of one (1) employee per shift based on seniority.
- d. If there is only one employee per department on a shift, the company will approve requested vacation time, providing the job back-up employee is not absent.

Temporary employees will count towards vacation entitlement percentages.

20.04.4 Should the Company require work to be done during a plant shutdown period; a notice will be posted to advise employees of such an opportunity to work. Employees including Skilled Trades will be allowed to volunteer for such work by signing up to do so. The Company will provide for the employees, at least one (1) week notice when reasonably possible, of summer and/or Christmas shutdown work requirements.

20.04.5 The required number of employees will be selected, by classification in the first instance, to work according to their seniority from among those volunteering for such work. If there is a shortage of employees in a particular classification, the Company will attempt to fill such vacancies by the remaining employees who volunteered, providing they have the skill, ability and qualifications to meet the requirements of the work to be done.

20.04.6 Should there still be a shortage of employees, after the above process is conducted, then the Company may require employees, by classification, to work during a plant shutdown period in reverse order of seniority.

20.04.7 Employees who do not have vacation entitlement may be required to work or be placed on temporary lay off for the duration of the shutdown.

20.04.8 The Company reserves the right for final approval of vacation scheduling with consideration for operations and staffing requirements.

20.05 VACATION LEAVE OF ABSENCE:

20.05.1 The parties agree that the Vacation Leave of Absence provision will stay in the agreement in case this is needed in the future.

20.05.2 The primary objective is to provide employees who are required by the Company to use their full ten (10) vacation days' entitlement during a summer plant shutdown an unpaid leave of absence of up to five (5) consecutive working days.

This vacation leave of absence applies to all non-management, hourly employees that meet the following criteria.

- (a) Have only ten (10) days vacation entitlement.
- (b) Have one (1) year of service, as of June 30th
- (c) Are required to use all ten (10) days entitled vacation time off during Company scheduled summer shutdown.
- (d) Have submitted their LOA on a Personnel Action Request (PAR) form to their supervisor before June 10th each year. Have accrued not more than two (2) points on the attendance point system (as it applies to discipline) at the time the LOA is requested and no more than three (3) points at the day the LOA begins.
- (e) Has not been suspended from work for any reason in the nine (9) months prior to the request and prior to the day the LOA starts.

20.05.3 In a vacation year that the company schedules and employees are required to use their full ten (10) days of vacation entitlement during this scheduled summer shutdown period, employees may submit a one-time LOA request to take up to five (5) consecutive workdays off at another time. Employees requesting such leave of absence must meet the criteria listed in the scope above.

20.05.4 Vacation Leave of Absences will be granted and scheduled by the Company as follows:

1. Employees who work during a scheduled summer shutdown period and employees entitled to more than ten (10) vacation days that have prescheduled their vacation time off shall have precedence over a request for a vacation leave of absence.
2. Should an employee who is entitled to only ten (10) days vacation be recalled to work for less than 5 days during a scheduled shutdown period he/she will still be allowed to

apply for an unpaid vacation leave of absence for the missing days to make up a full week in addition to taking their remaining unused vacation.

3. No more than one (1) vacation LOA will be granted per shift during the same week for departments with greater than fifty - (50) employees.
4. No more than one (1) vacation LOA will be granted per department during the same week for departments with less than fifty - (50) employees.
5. No vacation LOA's will be granted during the months of June and December because of production requirements.
6. In weeks and shifts where the Company can reasonably accommodate (i.e. without scheduling overtime) more than 1 person per shift per department on vacation LOA the Company will do so.

20.05.5 Competing requests for the same vacation time-off within the same classification and shift will be resolved by seniority where the request is made before February 1st, each vacation year. Any requests received after this date will be approved on a first come first serve basis.

20.05.6 An employee who wishes to cancel a granted LOA must give at least five (5) scheduled working days prior to the commencement of the leave in order to submit another LOA application.

ARTICLE 21 - HOLIDAYS

21.01.1 During the life of this collective agreement, the Company agrees to observe the following holidays:

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

21.02.1 All seniority employees on the payroll as of the date of such holiday will be paid for all scheduled hours lost each holiday as provided hereinafter, subject to the following conditions. An otherwise eligible employee shall forfeit their holiday pay if:

21.03.1 They are absent from work on the full scheduled shift prior to or the full scheduled shift following the holiday, unless they are excused in writing by the Company. For the purposes of the clause, full scheduled shift shall mean that scheduled for the plant.

21.04.1 Two (2) Float Days, or three (3) if an employee is utilizing a paid emergency day as per 14.03 (B), will be applied between Christmas and New Years. Straight time will be paid for all time worked on a Float Day in addition to the pay for the Float Day.

ARTICLE 22 – GENERAL PAYROLL

Employees shall be paid by direct deposit weekly on Thursday, unless extenuating circumstances would prevent the Company from doing so.

All pay shortages to an employee of four (4) hour or greater, through no fault of the employee, shall be paid to the employee within forty-eight (48) hours of the notification to the Company. Pay shortages of less than four (4) hours will be included on the employee's next pay including holiday pay.

The Company agrees to pay for the printing of the Collective Agreements.

ARTICLE 23 - HEALTH AND SAFETY

23.01.1 The Company, the Union and the employees will make every effort to comply in a timely manner with all applicable legislation pertaining to the Health and Safety of the employees at the Company. Union Health Safety representatives will be permitted up to three (3) hours as needed each shift per month to investigate and address concerns. Such time shall be pre-booked by the individual shift representative in conjunction with their direct supervisor. The (JHSC), joint health and safety committee will meet monthly.

23.01.2 The Union will promptly be provided with all incident/ accident/refusal reports as well as all Form 7 reports.

23.01.3 The Union and the Company agree to actively promote measures to assure the Health and Safety of all employees. The Company will agree to maintain two (2) trained employees in First Aid per shift.

23.01.4 The Joint Health and Safety Committee (JHSC) will have a total of three (3) members, elected or appointed, representing the Union, and up to three (3) members representing management. One (1) non-bargaining unit member and one (1) bargaining unit member of the Joint Health and Safety Committee shall be certified Health and Safety Representatives.

During all absences, both parties will recognize a substitute member as designated.

An employee may refuse to work or do particular work where they have reason to believe that such work is likely to endanger themselves or another employee. The employee shall promptly report the circumstance of the refusal to their supervisor, who shall forthwith investigate the report in the presence of a health and safety representative or committee member who represents employees.

23.01.5 Safety Shoes – Company paid to the maximum of \$230.00 effective on date of ratification (DOR). Die Cast employees will receive \$240.00. Employee(s) are eligible for replacement safety shoes one (1) calendar year following the date of their original safety shoe purchase. The Company will set up an account at Mark's Work Wearhouse for the purpose of purchasing safety shoes. Employees may use any unused amount towards a second pair of boots within the same year if needed.

23.01.6 Prescription Safety Glasses program will be provided as needed if change to prescription is a result of a medical condition.

23.01.7 The Company agrees to provide pants and shirts to material handlers, salvage, junior and senior process tech classifications.

23.01.8 Heat Relief Policy – During negotiations, the parties recognized a need to have the heat stress policy ascribed in the CBA. The Company will review the policy with the JHSC during the April JHSC meeting. The JHSC will review the humidex reading areas within the operations including areas where protective clothing is required and will determine that such areas are in line with heat reading / Humidex

reading guidelines and any adjustments required will be made by the JHSC during this April review. The JHSC will also review the areas requiring more fans or the relocation of fans to other areas of the plant during the April review. The Company will commit to post the humidex reading areas on the designated posting boards.

Starting May 1 of each year, the Company will commence testing as described in the Company's heat stress relief policy if:

1. Humidex reaching or exceeding 35 degrees Celsius.
2. Heat waves (three or more days of temperatures of 32 degrees Celsius or more.
3. Environment Canada Humidex advisory (air temperature exceeding 30 degrees Celsius and Humidex exceeding 40 degrees Celsius).

The Company agrees to work in conjunction with all JHSC members to ensure the policy is being executed properly across all shifts and communications of results are adequately deployed.

During the gathering of humidex data, the Company representative responsible for this task shall be accompanied by a member of the JHSC or designate.

The Company is dedicated to following the heat relief policy in conjunction with the Occupational Health and Safety Act. The company will post the Humidex Guidelines on the company website available to all employees, as well as post copies on the company bulletin board.

Eight hours of off-line paid training will be provided to employees for the purpose of Health and Safety.

ARTICLE 24 – BARGAINING UNIT WORK/NON-BARGAINING UNIT WORK



Employees outside the bargaining unit shall not perform work performed by the bargaining unit employees except in cases such as, emergencies, trouble shooting, instructing/training employees, experimental or sample work, trying out new methods, materials, processes, equipment or where work has been previously and historically done by non-bargaining unit members on a regular or ad hoc basis where no bargaining unit employee is laid off or disadvantaged. The above exceptions shall not be used to displace or replace any employee. It is agreed that no process techs or any other bargaining unit employees will be laid off while the process specialist members of management are performing such work. If any of the above needs to be done, the union will be notified prior to any non-bargaining unit member before performing any such work.


ARTICLE 25 – DURATION

This agreement shall become effective November 1st, 2025, and shall remain in full force and effect until midnight October 31st, 2027, and unless either party notified the other in writing within the ninety (90) days immediately prior to its expiration date that a revision or continuance is desired, it shall expire.




Signed this 21st, day of November, 2025, at Lindsay, Ontario

For the Union



For the Company

APPENDIX "A" – JOB CLASSIFICATIONS AND WAGE RATES

This Appendix "A" forms a part of this Collective Agreement, made between Armada Toolworks Ltd., and Unifor and its Local 222.

All new hires after ratification –

- Start Rate = 90% of job rate at the time of hire
- 3 months = 95% of job rate at the time
- 6 months = 100% of job rate at the time

Classification	Effective Nov 1/2025			Monthly Union Dues		
	90%	95%	100%	Starting Wage	3 Mth Wage	6 Mth Wage
Rate Progression	Starting Wage	3 Mth Wage	6 Mth Wage	Starting Wage	3 Mth Wage	6 Mth Wage
Work Associate 1	\$ 19.29	\$ 20.36	\$ 21.43	11.32	11.95	12.58
Work Associate 2	\$ 19.53	\$ 20.62	\$ 21.70	11.46	12.10	12.73
Salvage	\$ 20.00	\$ 21.11	\$ 22.22	11.73	12.39	13.04
Leadhand	\$ 20.25	\$ 21.38	\$ 22.50	11.88	12.54	13.20
Trainer	\$ 20.74	\$ 21.89	\$ 23.04	12.17	12.84	13.52
Plastics Material Handler	\$ 20.99	\$ 22.15	\$ 23.32	12.32	13.00	13.68
Driver	\$ 20.99	\$ 22.15	\$ 23.32	12.32	13.00	13.68
Assembly Material Handler & Set-Up	\$ 21.48	\$ 22.67	\$ 23.87	12.60	13.30	14.00
Quality Inspector	\$ 21.97	\$ 23.19	\$ 24.41	12.89	13.61	14.32
Shipper/Receiver	\$ 22.46	\$ 23.71	\$ 24.96	13.18	13.91	14.64
Jr Process Tech A	\$ 21.97	\$ 23.19	\$ 24.41	12.89	13.61	14.32
Jr Process Tech B	\$ 22.69	\$ 23.95	\$ 25.21	13.32	14.06	14.80
Jr Process Tech C	\$ 23.51	\$ 24.81	\$ 26.12	13.79	14.56	15.33
SR Plastics Process Tech A	\$ 26.77	\$ 28.26	\$ 29.75	15.71	16.58	17.46
SR Plastics Process Tech B	\$ 28.07	\$ 29.63	\$ 31.19	16.47	17.39	18.30
SR Plastics Process Tech C	\$ 29.35	\$ 30.98	\$ 32.61	17.22	18.18	19.14
Licenced Tradesperson-Electrician	\$ 36.65	\$ 38.69	\$ 40.73	21.51	22.70	23.90
Licenced Tradesperson-Millwright	\$ 36.65	\$ 38.69	\$ 40.73	21.51	22.70	23.90
Tool & Die/Mould Repair	\$ 36.66	\$ 38.69	\$ 40.73	21.51	22.71	23.90

2.5%

Classification	Effective Nov 1/2026			Monthly Union Dues		
	90%	95%	100%	Starting Wage	3 Mth Wage	6 Mth Wage
Rate Progression	Starting Wage	3 Mth Wage	6 Mth Wage	Starting Wage	3 Mth Wage	6 Mth Wage
				-	-	-
Work Associate 1	\$ 19.77	\$ 20.87	\$ 21.97	11.60	12.25	12.89
Work Associate 2	\$ 20.02	\$ 21.13	\$ 22.24	11.75	12.40	13.05
Salvage	\$ 20.50	\$ 21.63	\$ 22.77	12.03	12.69	13.36
Leadhand	\$ 20.76	\$ 21.91	\$ 23.06	12.18	12.86	13.53
Trainer	\$ 21.26	\$ 22.44	\$ 23.62	12.47	13.17	13.86
Plastics Material Handler	\$ 21.51	\$ 22.71	\$ 23.90	12.62	13.32	14.03
Driver	\$ 21.51	\$ 22.71	\$ 23.90	12.62	13.32	14.03
Assembly Material Handler & Set-Up	\$ 22.02	\$ 23.24	\$ 24.46	12.92	13.64	14.35
Quality Inspector	\$ 22.52	\$ 23.77	\$ 25.02	13.21	13.95	14.68
Shipper/Receiver	\$ 23.02	\$ 24.30	\$ 25.58	13.51	14.26	15.01
Jr Process Tech A	\$ 22.52	\$ 23.77	\$ 25.02	13.21	13.95	14.68
Jr Process Tech B	\$ 23.26	\$ 24.55	\$ 25.84	13.65	14.41	15.17
Jr Process Tech C	\$ 24.10	\$ 25.44	\$ 26.77	14.14	14.93	15.71
SR Plastics Process Tech A	\$ 27.44	\$ 28.97	\$ 30.49	16.10	17.00	17.89
SR Plastics Process Tech B	\$ 28.77	\$ 30.37	\$ 31.97	16.88	17.82	18.76
SR Plastics Process Tech C	\$ 30.08	\$ 31.75	\$ 33.43	17.65	18.63	19.61
Licenced Tradesperson-Electrician	\$ 37.57	\$ 39.66	\$ 41.74	22.05	23.27	24.50
Licenced Tradesperson-Millwright	\$ 37.57	\$ 39.66	\$ 41.74	22.05	23.27	24.50
Tool & Die/Mould Repair	\$ 37.57	\$ 39.66	\$ 41.75	22.05	23.27	24.50

APPENDIX “B”**SUMMARY OF BENEFIT COVERAGE****EXTENDED HEALTH CARE COVERAGE:****Covered Percentage**

Hospital room and board	100% for Semiprivate accommodation
Prescription Drug Card	85% for acute and maintenance drugs. Employee pays pharmacy of choice 20%.
All other Eligible Charges	100%

Deductible

Hospital room and board	Nil
Prescription Drugs	Dispensing Fee greater than \$7.00 per prescription
All other Eligible Charges	Nil

Termination

At age 71 or earlier retirement, or if you are absent from work due to illness or injury for a period of two (2) years or their length of seniority, whichever is the lesser.

Benefits Include

Maximum Amount Payable
(Per Covered Person)

Hospital room and board in Canada	Semi-private, 30 days maximum per stay
Convalescent or Rehabilitation Hospital room and board in Canada	\$20 per day up to a maximum of 120 days for any one period of confinement
Drugs legally requiring a Physician’s prescription (generic substitution)	\$5,000 per year
Paramedical Services	
Chiropractor	\$500 in a calendar year
Naturopath	\$500 in a calendar year
Osteopath	\$500 in a calendar year
Podiatrist/Chiropodist	\$500 in a calendar year
Psychologist	\$500 in a calendar year
Speech Therapist	\$500 in a calendar year
Massage Therapist	\$500 in a calendar year – physician referral required
Physiotherapist	\$500 in a calendar year
Acupuncturist	\$500 in a calendar year
Social Worker	\$500 in a calendar year
Private duty nursing in the home	\$10,000 in any continuous period of 12 months

Orthopedic Shoes	\$500 in a calendar year
Hearing aids	\$500 every 5 years
Vision care	Eye examinations, including refractions, where allowed by provincial legislation - Once every 24 months (12 months for dependent children)
	\$300 on DOR every 24 months for eyeglass frames and lenses or contact lenses and dispensing fees

DENTAL CARE COVERAGE:

BASIC SERVICES are shown in the List of Dental Services

Covered Percentage

Basic Services 85%

Deductible Nil

Fee Guide Fee Guide for General Practitioners or any Specialist's Fee Guide approved by the dental association, in the province where the service is rendered, using the guide in effect on the date the service is rendered, minus one year. Roll over of the current Dental fee guide. The Company will remain one year behind.

Maximum \$3,000 per Covered Person in a calendar year.

Survivor Benefit 24 Months

Dental Recall Frequency 6 Months

EMPLOYEE LIFE INSURANCE:

Benefit

One (1) time your annual earnings, rounded to the next \$1,000 if not already a multiple thereof.

Definition of Earnings

Annual earnings mean your regular earnings from your employer excluding commissions, bonuses, dividends, and overtime earnings.

Maximum Benefit

\$100,000

Non-Evidence Limit of Insurability

\$100,000

Reduction

Reduces by 50% at age 65

Termination
The early of your retirement or age 70

Accelerated Death Benefit
50% of your Life Insurance Benefit

LawCALL Assist Benefit
Unlimited

OPTIONAL LIFE INSURANCE

Benefit
You: Units of \$10,000 to a maximum of \$200,000
Spouse: Units of \$10,000 to a maximum of \$200,000

Non-Evidence Limit of Insurability is zero; therefore, all amounts of Optional Life Insurance are subject to medical underwriting approval by AIG Life.

Termination
You - age 70
Spouse – on 70th birthday
Child(ren) - on 21st birthday or on 25th birthday if an unmarried full-time student.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

Death Benefit
1 time your annual earnings, rounded to the next \$1,000 if not already a multiple thereof.

Definition of Earnings
Annual earnings mean your regular earnings from your employer excluding commissions, bonuses, dividends, and overtime earnings.

Maximum Benefit
\$100,000

Reduction
Reduces by 50% at age 65

Termination
The early of your retirement or age 70

For schedule of losses and other specific benefits, please see chapter no. 5.0 "Employee Accidental Death & Dismemberment".

Life, AD&D, Optional Life, Extended Health Care, Dental Care, and Drug Plan Coverage are administered by: Refer to your Extended Health Benefit information.

Retirement Savings Plan

Your regular contributions, by payroll deduction, are an amount equal to 1% ,2% or 3% of your annual earnings.

Armada Toolworks will contribute on your behalf, an amount equal to your regular contributions. The employer contribution will be made on a weekly basis consistent with payroll.

APPENDIX "C"

SKILLED TRADES

SECTION 1:

The purpose of this Appendix is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with Skilled Trades work covered by this agreement.

The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed below, except as altered by the provisions of this Appendix "C".

The term Journeymen/Journeywoman as used in this Agreement shall mean any person

Who presently holds a Journeymen's/Journeywoman's classification in a skilled trade occupation

Who has served a bona-fide apprenticeship (4 years – 8,000 hours) and holds a certificate which substantiates their claim of service.

Who has eight (8) years of acceptable practical experience in the Skilled Trades classification in which he/she claims Journeyman/Journeywoman designation and can provide satisfactory evidence of same. A Unifor Journeyman's/Journeywoman's Card will be accepted as proof.

Who holds an Ontario License Certificate of Qualification issued by the Ministry of Colleges and Universities provided they qualify under (b) and (c) above.

Prior to an employee's starting date, the Company shall present to the Union documented proof of the respective trade that the new employee is applying for.

Future employees entering a trades classification shall have date of entry seniority in the Skilled Trades as listed in Appendix "A".

The Company and the Union agree to review the feasibility of instituting an apprenticeship program during the life of the collective agreement.

SECTION 2:

UNIFOR SKILLED TRADES COUNCIL DUES:

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

SECTION 3:

In the event the Company provides for an apprenticeship during the life of this agreement, the Company will provide to the Union a copy of the Contract of Apprenticeship between any such apprentice at Armada Toolworks and the Ministry of Training, Colleges and Universities Workplace Training Branch.

The Company and the Union will jointly monitor this apprenticeship program for any above noted apprentice.

SECTION 4:

The Company acknowledges the right of the Union to appoint or otherwise select a steward who will represent the Skilled Trades employees.

- **“Committee person”** – This is an employee union member chosen by the skilled trades employees to assist the skilled trades employees in the labour contract grievance procedure. The Skilled Trades steward will participate in future negotiations for the renewal of the Skilled Trades Section only of the Collective Agreement. Such steward at the time of their election or appointment must be an employee of the Company with seniority.

Research or preparation with respect to any grievance will be conducted outside of working hours.

The Company agrees that the Skilled Trades steward shall not suffer loss of pay for time spent in meeting with management in the handling of grievances, and for time spent in meeting with management for the renewal of the Skilled Trades Section only of the collective agreement, during their normal hours of work, but does not include Arbitration.

SECTION 5:

The Company agrees to purchase for employees any replacement tools which are necessary and required for the performance of work at Armada Toolworks, subject to management approval. Specialty tools will be purchased by the Company for use by employees when deemed necessary by management.

SECTION 6:

The Company agrees to provide shop coats, coveralls and shirts and pants for the skilled trades employees.

SECTION 7:

All Tool Room, Set-Up and Maintenance Skilled Trades employees are eligible to receive a \$300.00 Tool Allowance reimbursement per calendar year. Receipts must be provided.

APPENDIX “D”

LETTERS OF INTENT

This Appendix “D” referred to in Article 19 and forming part of this agreement, made between Armada Toolworks Ltd., and Unifor and its Local 222, dated this December 1, 2016.

No.1: Transferring of Salary employees into the Bargaining Unit:

It is the intent of the Company for the duration of this agreement to agree that an employee transferred outside of the bargaining unit and is subsequently re-hired into the bargaining unit will be considered a new hire and will have seniority allocated as the most junior employee in the bargaining unit. Such employee would retain accumulative company service for the purpose of vacation entitlement and severance.

No.2: Attendance:

The Company and the Union agree that attendance is an important component for the effective operation of day-to-day activities and, the parties further agree that absences or lateness puts an unfair workload on other employees and may result in late delivery to our customers. It is essential that employee's be at work during their scheduled hours and if they cannot, that they inform their supervisor one (1) hour in advance of any absence. In the event of absences, the employee is required to call in and inform the Company one (1) hour before the start of their scheduled shift. The employee is to call the main phone number 705-328-9599, enter extension 300 and leave a message. This message must include their name, department, clock number & reason for absence. If the employee would like to use an Emergency Day the employee must verbally request this while leaving a message. The employee must call in to work each day that they are absent from work unless they are on an extended sick leave. If the employee is incapacitated due to an accident and cannot speak, a family member may leave this information. This must be confirmed in writing by the doctor that they were unable to do so.

No.3: Medical Notes:

During negotiations, the Company and the Union had comprehensive discussions regarding medical notes for Emergency Day Leaves as defined under the Employment Standards Act.2000 including the requirement of medical notes when Emergency Day Leaves have been exhausted. It is the Company's intent to require an employee to provide medical notes as follows:

During the Employment Standards Act - qualifying Emergency Day period:

For absences due to illness or injury for 3 consecutive working days, employees will not be allowed to return to work without a medical note which states that they are fit to return to regular duties on that date. However, if the Company deems a pattern of absenteeism has been established, the Company may require reasonable evidence (medical note) to substantiate the complete period of absence.

After the Employment Standards Act - Emergency Day entitlement is exhausted:

When Emergency Day entitlement is exhausted and the employee is absent from work for a period greater than three (3) consecutive working days, due to medical reasons, the employee is required to bring in a doctor's note at the start of his/her shift on the day of their return. This note must state the days that the employee was unable to work due to medical reasons, and the date that the employee is fit to return to regular duties. Doctor's notes saying only "was seen in my office" or "is under my care" or "may return to work on such day" are not sufficient. An employee will not be allowed to work until such time that a note acceptable to the Company is produced. All doctors' notes will be retained in the employee's personnel file.

No.4: Emergency Contact:

For Emergencies requiring contact with an employee during business hours press '0' for the receptionist. Relay the nature and urgency of the call, the name of the worker, the department he/she works in and if requesting an emergency day, employees must state that they are taking an emergency day. In the event of emergencies after hours, a shift supervisor carries a phone and can relay emergency messages to employees who are on shift. The phone number is: 705-238-9599- #300. All employees will be issued a card with the emergency telephone number and an explanation of the process to be used by a person making a call to the phone to advise an Armada Toolworks' employee of a serious emergency that requires the immediate attention of the employee. An emergency is defined as a situation external to the plant that requires the immediate response and/or action of the employee being called. i.e.: The employee's house is on fire or is experiencing a major flood; an immediate family member has been involved in a serious accident and/or is being rushed to a hospital; notification of the death of an immediate family member as defined in the bereavement section. Although every effort will be made, this clause does not provide any form of guarantee of employee contact, nor shall the Company assume any liability in the event that an employee is not contacted in these circumstances while the employee is at work.

No.5: Lockout System:

During the course of negotiations, the Company and the Union discussed machinery lockout. The Company will install a “lock-out system” on machinery and equipment in conformity with the Ministry of Labour. A lock-out training program shall be jointly developed and delivered. All employees of the Company, including bargaining unit and non-bargaining unit employees, to be trained within six (6) months of the signing of this agreement. Any moving machine which is in an unsafe or hazardous condition, shall be “red tagged” until it is made safe.

No. 6 Plant Closure

The Company will notify the Union in writing, in as far advance as is reasonably possible, of a full or partial cessation of its operations, or any contemplated relocation of such operations. The Company will meet with the Union Committee, The Local President, and the Unifor National Service Rep, to discuss any possible alternatives to the closure. Failing any resolve, it is agreed that the focus of the meeting will be to explore the feasibility of an enhanced closure agreement.

No. 7 ESA – Emergency Leave Days

The Company agrees that absences due to bereavement, as covered under the provisions of Article 14, and absences for which an employee receives lost time benefits from WSIB will not count towards an employee’s emergency leave days as defined in the Employment Standards Act.

No.8 – Temporary Agency Employees

The employer agrees to canvass all current temporary employees with offers of full-time employment and eligibility for such employment

The employer will advertise for full time hiring through all available resources such as Indeed, Local news media, job fairs etc. including recommendations of current employees.

It is agreed that all current temporary employees must fulfill all plant rules and regulations as those that are expected of regular seniority employees such as, but not limited to, regular attendance, regular start and finish schedules, mandatory overtime, quality and production requirements.

Once the company has hired full time employee requirements of bargaining unit positions, the company will revert to the agreed upon ratio of seven temporary positions as per Article 11 of the collective agreement.

It is agreed that in the event there is a need to increase the number of temporary employees only for the purpose of covering vacation time for regular bargaining unit employees, the parties will meet to determine and agree upon the requirement.

It is understood that no temporary employee will replace or prevent the hiring of bargaining unit positions, or the posting of bargaining unit positions. It is further agreed that when hiring for full time employees, all vacancies required will be posted as available positions to regular bargaining unit employees.

No.9 – Set-Up Reviews

It is understood that the Jr. and Sr. Tech’s will be provided with a formal review twice a year.

APPENDIX "E"

APPRENTICESHIP PROGRAM

1) APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by Unifor and its Local **222**

2) PURPOSE

The purpose of these standards is to make certain that extreme care is exercised in the selection of candidates and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance of the Company of proficient employees at the conclusion of the training period.

3) DEFINITIONS

- a) The term "Company" shall mean **Armada Automotive aka Armada Toolworks Ltd**
- b) The term "Union" shall mean the duly authorized representatives of Unifor and its local union **222**
- c) "Director" shall mean the Director of Apprenticeship with the Ontario Ministry of Colleges and Universities.
- d) "Training Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and registered with the Director.
- e) "Committee" shall mean the Joint Apprenticeship Committee
- f) Supervisor of Apprentices shall be the Company representative on the committee, who will also Chair the committee.
- g) "Standards of Apprenticeship" shall mean this entire document, including these definitions "Act" shall mean the Ontario Ministry of Colleges and Universities.

4) APPLICATION

Application for the apprenticeship will be received by the Human Resources Department of the Company from the applicants considering they are eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. However, it is understood that the final selection and the hiring of the apprentices is the sole responsibility of the Company.

5) APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for the apprenticeship under these standards, the applicant must meet the following qualifications:

The candidate has successfully completed the academic standard prescribed by the regulations for the trade or must have a Provincial Secondary School diploma or its equivalent.

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for the applicants who have unusual qualifications and shall not be inconsistent with the Act.

It is understood that all applicants must successfully pass the Company's regular employment requirements including aptitude testing, reading comprehension, mathematics and mechanical comprehension.

6) CREDIT FOR PREVIOUS EXPERIENCE

At the discretion of the Ministry of Advanced Education and Skills Development training consultant, credit for prior experience in the applicable trade may be given after evaluation and shall not be inconsistent with the Act. Review will be made prior to the completion of the apprentice's probationary period.

7) TERM OF APPRENTICESHIP

The term of apprenticeship shall be established by the, Ministry of Colleges and Universities, these standards of apprenticeship in accordance with the schedule of work, processes and related instruction.

8) PROBATIONARY PERIOD

The first twelve months for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.

9) HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyperson employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen/journeywomen established by these standards is maintained.

10) RATIO

The ratio of apprentice to journeyperson shall not exceed one apprentice to each (1) journeypersons in the trade in which he/she is apprenticed.

11) DISCIPLINE

The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- a) inability to learn.
- b) unreliability.

- c) unsatisfactory work.
- d) lack of interest in his/her work or education.
- e) improper conduct.
- f) failure to attend classroom instruction regularly.

12) WAGES

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1,000 hours - not less than 60% of the journeyperson wage rate
- 2nd 1,000 hours - not less than 65% of the journeyperson wage rate
- 3rd 1,000 hours - not less than 70% of the journeyperson wage rate
- 4th 1,000 hours - not less than 75% of the journeyperson wage rate
- 5th 1,000 hours - not less than 80% of the journeyperson wage rate
- 6th 1,000 hours - not less than 85% of the journeyperson wage rate
- 7th 1,000 hours - not less than 90% of the journeyperson wage rate
- 8th 1,000 hours - not less than 95% of the journeyperson wage rate

- a) Hours spent in classroom instruction shall not be considered hours of work in computing overtime.
- b) Apprentices must be in good standing with the college throughout their apprenticeship regarding their academic status and attendance.
- c) Apprentices will sign a waiver to allow the joint apprenticeship committee access to academic and attendance records at the college.
- d) Apprentices must supply proof of passing grade from the college in the basic course, in order to progress to the level of 80% of the journeyperson rate.
- e) Apprentices will be paid 60% of their regular rate of pay for time spent in school.
- f) An employee entering the apprenticeship program from the plant or facility will not receive a reduced hourly rate, and the hourly rate will progress once they have the required hours as per the chart above.

13) ACADEMIC TRAINING

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are per the Ontario Ministry of Colleges and Universities Training Standards. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the Ministry of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

14) JOINT APPRENTICESHIP COMMITTEE

A committee made up of equal members of management and union representatives will make up the joint apprenticeship. The Union member will be a skilled trades' journeyman and shall be appointed by the union.

The Chairperson of the joint apprenticeship committee shall be the Company representative or the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

- a) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- b) To accept or reject applicants for apprenticeship subject to final approval by the Human Resources Manager.
- c) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- d) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- e) To offer constructive suggestions for the improvement of training on the job.
- f) To certify the names of graduate apprentices to the Ontario Ministry of Colleges and Universities and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Ministry unless recommended by the Committee.
- g) To review the supervisor's monthly report on each apprentice.
- h) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

15) SUPERVISION OF APPRENTICES

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the maintenance supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the

maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee shall prepare adequate record forms to be filled in by the maintenance supervisor under whom the apprentices receive direction, instruction and experience. They shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

16) SENIORITY

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the trade such as "millwright" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

17) APPRENTICESHIP AGREEMENT

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Ministry.

The following shall receive copies of the apprenticeship agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Ontario Ministry of Colleges and Universities.

18) CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will recommend to the Ministry, that a certificate of completion of Apprenticeship, be issued to the apprentice. No certificates will be issued by the Ministry unless recommended by the Committee.

19) CERTIFICATE OF QUALIFICATION

Once the apprentice has received their Completion of Apprenticeship, the employee will arrange to sit and write for the Certificate of Qualification within six months.