

Collective Agreement

Between:

Ritz Plastics Inc.

- and -



UNIFOR
theUnion | lesyndicat

Unifor

And its Local **6006222**

Effective: **November 10, 2025**◆

Expiry: **November 9, 2028**◆

Table of Contents

ARTICLE 1 – PURPOSE 1
ARTICLE 2 – RECOGNITION 1
ARTICLE 3 – MANAGEMENT RIGHTS 1
ARTICLE 4 – UNION SECURITY AND CHECK OFF 2
ARTICLE 5 – NO STRIKES; NO LOCKOUTS 3
ARTICLE 6 – NO DISCRIMINATION 3
ARTICLE 7 – REPRESENTATION 4
ARTICLE 8 – GRIEVANCE PROCEDURE 6
ARTICLE 9 – ARBITRATION 9
ARTICLE 10 – SENIORITY 9
ARTICLE 11 – LOSS OF SENIORITY 10
ARTICLE 12 – LAYOFF AND RECALL 11
ARTICLE 13 – JOB POSTING 13
ARTICLE 14 – BULLETIN BOARDS 14
ARTICLE 15 – HOURS OF WORK 14
ARTICLE 16 – OVERTIME 15
ARTICLE 17 – PUBLIC HOLIDAYS 16
ARTICLE 18 – VACATION 17
ARTICLE 19 – REPORT IN PAY 18
ARTICLE 20 – CALL-IN PAY 18
ARTICLE 21 – GENERAL PAY ROLL 19
ARTICLE 22 – HEALTH AND SAFETY 19
ARTICLE 23 – BEREAVEMENT LEAVE 20
ARTICLE 24 – PAID EDUCATION LEAVE 20
ARTICLE 25 – JURY DUTY LEAVE 20
ARTICLE 26 ARTICLE 26 - MOMENT(S) OF SILENCE & FLAG HALF MAST 20
ARTICLE 27 – CLASSIFICATION OF WAGES 21
LETTERS OF UNDERSTANDING 22
ARTICLE 28 – DURATION 25

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between Ritz Plastics Inc. (the Company) and its employees who are members of Unifor (the Union), to provide orderly procedure for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for the parties who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agency for all employees in the City of Peterborough, save and except for supervisors, those above the rank of supervisor, sales, office and clerical, quality assurance and technologists.
- 2.02 Employees excluded from the bargaining unit will not perform bargaining unit work that results in the displacement or lay-off of a bargaining unit employee for a shift or more.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the plants and their facilities and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline, and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, subject to the grievance and arbitration procedure provided for in this Agreement, except in the case of termination of a probationary employee. The Company will advise the Union of any new or revised rules and regulations prior to publication;
 - (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, and recall;
 - (c) Establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications;
 - (d) Determine the location of operations and their expansion or their curtailment, the subcontracting work, the number of shifts, starting and quitting times, the methods and processes to be employed, quality and quantity standards, the establishment of job classifications; determine the reasonable qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new

or improved methods and change standards, machinery and equipment, change or discontinue existing tools, equipment, machinery or processes; decide on the number of employees needed by the Company at any time and when overtime shall be worked.

- 3.02 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the expressed provisions of this Agreement constitute the only limitations upon the Company's rights.

ARTICLE 4 – UNION SECURITY AND CHECK OFF

- 4.01 The Company and the Union agree that all employees covered by this Agreement shall be members in good standing of Unifor and its Local ~~6006222~~, and will be required to continue to be members of the Union as a condition of employment with the Company.

- 4.02 The Company agrees that all new employees shall become members of the Union within ninety

(90) worked days from the start of employment and remain members during the life of this Agreement, as a condition of their employment with the Company.

- 4.03 The Company agrees, when authorized in writing by the Union, to deduct from monthly wages of all employees within the bargaining unit, the equivalent of one (1) months' dues, initiation fees (if applicable) and other assessments authorized by the Constitution and by-laws of the Union.

- 4.04 By the fifteenth (15th) of each month, the Company will remit by cheque/electronically to the Financial Secretary of the Union the total of the deductions made together with a list of those from whom deductions are made. The Company will also supply a list of those members who did not have Union Dues deducted and the reason why no deduction took place. Union dues will be submitted electronically to the Local.

- 4.05 The Union agrees to indemnify and hold harmless the Company against any and all liability which may arise by reason of the check off by the Company of such deductions from employee's wages in accordance with this Agreement.

- 4.06 The Company will indicate on the employee's T-4 slip a statement of the annual Union dues which have been deducted.

- 4.07 The Union dues shall be 1.~~5354~~% of a worker's regular wages with respect to regularly scheduled hours as defined by the collective agreement in place. Regular wages include but are not limited to vacation pay, holiday pay. Regular wages do not include overtime, shift, Saturday, Sunday and holiday

premiums, Workers Compensation benefits, termination or severance pay, pension.

- 4.08 The employer is to include the following on the dues list on a monthly basis with the payment: The names of all active and inactive members. The amount of dues deducted for each person. The relevant rate of pay and job classification for each person. The number of hours upon which union dues were calculated.

ARTICLE 5 – NO STRIKES; NO LOCKOUTS

- 5.01 There shall be no strikes, work stoppages, slowdowns or lockouts during the life of this Agreement. The words strike or lockout shall be interpreted in accordance with the definitions set out in Ontario's Labour Relations Act, 1995.

ARTICLE 6 – NO DISCRIMINATION

- 6.01 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 or 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.
- 6.02 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.
- 6.03 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code.
- 6.04 Harassment is defined as any "course of vexatious comment or conduct that is known or ought 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 Ritz Plastics Inc., 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.
- 6.05 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.

- 6.06 Harassment is NOT: Harassment is in no way to be construed as properly discharging supervisory responsibilities, including the delegation of work assignments, or the assessment of discipline. Neither is this policy intended to inhibit free speech or interfere with normal social relations.
- 6.07 Employees are obligated to bring any complaint of harassment to the attention of the Plant Manager for the Company and the Plant Chair of 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.

ARTICLE 7 – REPRESENTATION

- 7.01 The Union shall elect and the Company shall recognize a plant committee consisting of a ~~Plant-Unit~~ Chairperson and one (1) Committeeperson from each of the other shifts for the purpose of representing the employees' matters arising from this Collective Agreement, on all matters relating to their employment and for negotiations for renewal of the Collective Agreement.
- 7.02 The Union recognizes that the members of the ~~Plant-Unit~~ Committee have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be taken during working hours to attend to and process grievances and other work related issues. A Committeeperson (or alternate) shall obtain the permission of the appropriate supervisor before leaving their assigned duties to attend to union business. The supervisor shall not unreasonably withhold permission. The Committeeperson (or alternate) shall report to the supervisor on return to duties. In accordance with this understanding, the Company will compensate the Committeeperson (or alternate) for the time spent during their scheduled hours of work in dealing with grievances at the Committeeperson's (or alternate's) regular straight time rate of pay.
- 7.03 The Union may appoint and the Company shall recognize an employee designated as the alternate Committeeperson. The alternate Committeeperson shall act only when there is no regular Committeeperson at work.

- 7.04 The Union agrees to notify the Company in writing of the names of the ~~Plant~~ Unit Committee members, and alternate Committeepersons.
- 7.05 Members of the ~~UnitPlant~~ Committee and alternates shall have passed their probation period with the Company.
- 7.06 When it becomes necessary for a member of the ~~UnitPlant~~ Committee, or their alternates, to leave their regular duties to attend to union business, they will notify their supervisor and remain at their workstation until relieved.
- 7.07 The ~~UnitPlant~~ Committee and Company representatives shall meet quarterly, as necessary when there are matters requiring their joint consideration. The party requesting the meeting shall do so in writing and such request shall set out the agenda for the meeting. Time spent by the ~~UnitPlant~~ Committeeperson in attendance at such meetings will be without loss of pay or benefits. The ~~UnitPlant~~ Committee will be allowed up to one-half (1/2) hour, without loss of pay or benefits, in order to prepare for the meeting.
- 7.08 Any employee requesting to see a Committeeperson on their shift will be allowed to do so in a reasonable amount of time. A reasonable amount of time shall be deemed as one (1) hour or less.
- 7.09 Any lost time incurred by a member of the ~~UniPlant~~ Committee that is not covered by the Agreement will be paid by the Company and a bill will be sent to the Union for reimbursement.
- 7.10 The Company will permit the Union to hold elections of Stewards, Health and Safety Committee Reps and the Women's Advocate. The location and times for voting will be determined by mutual agreement between the Chairperson and the Plant Manager and will not interfere with the production process.
- 7.11 The Union shall furnish the Company with an up-to-date list of current Union Representatives.
- 7.12 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.
- 7.13 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 visit. The Company agrees to not delay such visits unreasonably.
- 7.14 Union will be allowed 10 minutes to meet with new employees.
- 7.15 The Company will pay for 3 days of Bargaining for a maximum of three employees including preparations before bargaining.

7.16 The Company shall provide the Union Chairperson with a copy of all job postings prior to such postings being displayed or circulated in the workplace.

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7.17 The Union will be supplied with written information concerning new hire starts, discharges of seniority employees, and changes in Job Classification.

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7.147.18 Every six months the Company will supply the Union with a complete mailing list and contact information of employees covered by this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 The parties to this Agreement desire that every complaint shall be dealt with as it justly deserves as quickly as possible.

8.02 Timeliness of Grievance

Unless agreed to by both the Company and the Union, no grievance shall be presented, the alleged circumstances of which originated or occurred, or should have come to the attention of the employee concerned, more than four (4) working days before it is initiated in writing at Step 1.

8.03 Step 1

Should a grievance arise, the employee shall discuss the grievance with the Supervisor within four (4) working days (Monday to Friday) after the event giving rise to the grievance or within four (4) working days (Monday to Friday) after the employee became aware, (or reasonably should have become aware) of the event giving rise to the grievance. The Supervisor shall reply in writing within five (5) working days (Monday to Friday) after the Step 1 meeting.

8.04 Step 2

If the reply of the Supervisor to the grievance is not satisfactory to the Union, the grievance shall be reduced to writing and then the grievance shall be presented to the Plant Manager (or his designate) within five (5) working days from the date that the Union received the reply of the Supervisor. The Plant Chairperson and the Plant Manager shall meet within five (5) working days after the grievance has been so presented. Upon request by either party, a Representative of the Union may be in attendance. Within five (5) working days after the Step 2 meeting, the Company will render a decision in writing and submit it to the Plant Chairperson.

8.05 Referral to Arbitration

If the Company's decision is unsatisfactory, the Plant Chairperson will notify the Company, in writing, within ~~fifteen~~ (15) working days of management's decision, of its intent to refer the grievance to arbitration.

8.06 Discharge or Suspension Grievances

A claim by a seniority employee that he has been discharged or suspended without just cause may be treated as a grievance, which shall commence at the 2nd step as provided in Article 8.04.

8.07 Group Grievance

Whenever two (2) or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as a single group grievance with the name of each griever shown. The group grievance is to be initiated at Step 2. A Group Grievance must be submitted within three (3) working days after the event giving rise to the grievance or within three (3) working days after the employees became aware, (or reasonably should have become aware) of the event giving rise to the grievance.

If, in the course of the grievance procedure dealing with a particular issue, subsequent individual or group grievances are filed that complain about the same matter, it is agreed that such subsequent grievances will whenever possible be consolidated with the original grievance and dealt with as one group grievance at the request of either the Company or the Union. A Group Grievance cannot be filed to avoid the time limits prescribed in Article 8.02.

8.08 Policy Grievance

The Plant Chairperson may file a policy grievance with the Company. A policy grievance is defined and limited to one which alleges misinterpretation or violation of the provisions of this Agreement and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the subject matter of the grievance.

A policy grievance will be referred to Step 2 of the grievance procedure. A Policy Grievance must be submitted within three (3) working days after the event giving rise to the grievance or within three (3) working days after the employees became aware, (or reasonably should have become aware) of the event giving rise to the grievance. A Policy Grievance cannot be filed to avoid the time limits prescribed in Article 8.02.

If a determination is made that a grievance filed as a policy grievance should have been filed as an individual or group grievance pursuant to the terms of this Collective Agreement, the parties agree that such improper filing will not be grounds for dismissal of the grievance. Rather, should such a determination be made, the parties agree that the grievance will be deemed to have been filed as an individual or group grievance, as applicable.

8.09 The time limits set forth in the grievance and arbitration provisions herein may be extended on the written mutual agreement of the Union and the Company.

However, if the Company or Union fail to meet the time limits set out in this Article, the grievance shall be deemed ruled in favour of the other party. Such deemed ruling shall be non- precedent setting.

8.10 The term "working days" when used in this Agreement shall exclude Saturdays, Sundays, holidays as defined herein and plant shutdown periods.

8.11 **Disciplinary Action**

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.

8.12 The Company will notify the employee within fifteen (15) regular working days for all non- attendance issues of an alleged violation becoming known.

8.13 An employee, who has been suspended or dismissed without notice, shall have the right to meet with their steward, for up to (20) twenty 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.

8.14 The employee will have a steward or Plant Chairperson 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. It is agreed that the Steward or Plant Chairperson must be invited to the meeting, unless the employee concerned objects.~~The employee will have a steward 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.~~

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8.14 It is understood that a failure to comply with this article will not render any resulting discipline void. However, in such cases, the Company will advise the Union and review the matter with the Union Representative.

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8.15 No disciplinary action shall remain against an employee's record for a period longer than twenty four (24) months provided that the employee has not

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

ARTICLE 9 – ARBITRATION

- 9.01 If any grievance has not been settled after having been processed through the Grievance Procedure provided in Article 8, it may be referred to an impartial arbitrator, provided written notice of the party's intention to refer the grievance to an impartial arbitrator is given to the other party within ~~ten-fifteen~~ (15) working days after the Company's response under Step 2.
- 9.02 The decision of the arbitrator shall be final and binding upon both parties and all employees affected thereby. The costs of the arbitrator shall be shared equally by the Company and the Union.
- 9.03 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to uphold or modify such penalty.
- 9.04 The time limits established in this Section may be extended by written consent of the parties only.

ARTICLE 10 – SENIORITY

- 10.01 The fundamental rules of seniority are designed to give employees an equitable measure of security based on length of service with the Company.
- 10.02 All employees shall be regarded as probationary employees for the first ninety (90) days worked, and shall have no seniority standing until the completion of ninety (90) days worked within any period of twelve (12) consecutive months. On completion of the probationary period, an employee's seniority date will be their date of hire.
- 10.03 During the probationary period, any employee shall be considered as being employed on a trial basis, and may be discharged where the employee is considered, in the judgement of the Employer, to be unsuitable. The discharge of a probationary employee can be based on a lesser standard than that for a seniority employee, and shall not be arbitrary and should generally be at the discretion of the Company.
- 10.04 In the event the Company hires more than one applicant on the same date, each will be assigned a seniority code number based upon a random draw which will be witnessed by an authorized Union Representative. The first name drawn will be the most senior, the second name drawn the next most senior and repeated, until all employees in the hire group receive their

seniority order. A formal document of the draw will be maintained and kept on file by the Company, with a copy provided to the Union.

10.05 Seniority shall be plant-wide, and in all cases of lay-off, transfers and recall, length of service shall govern, subject to the employee possessing the necessary knowledge, skills, qualifications and experience to perform the work.

10.06 Plant seniority lists shall be prepared on every six (6) months and revised when necessary to implement the seniority clauses of this contract. These lists shall be made available to the Plant Chairperson and posted on the Company bulletin boards.

10.07 **Transfers**

The appointment or selection of employees for positions outside of the Bargaining Unit is not governed by this Agreement. Should such employee return to the bargaining unit within six (6) months from the date of the original transfer, they will maintain their full seniority.

ARTICLE 11 – LOSS OF SENIORITY

11.01 The seniority rights and employment of any employee shall cease for any one of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged, and such discharge is not reversed through the grievance procedure;
- (c) If the employee is absent for three (3) consecutive scheduled days without advising the Company and/or providing a reasonable explanation for such failure to advise;
- (d) If the employee fails to report for work within seven (7) working days when recalled from layoff after receiving notification by registered mail or courier to their address on record with the Company without advising the Company and/or providing a reasonable explanation;
- (e) If an employee has attained seniority at the time of layoff and has not been recalled for a period of twenty four (24) months;
- (f) If an employee fails to report for work on the ~~second~~third scheduled day following the expiration of a leave of absence granted to them unless they have notified the Company prior to the return date and provided a reasonable explanation for such failure.
- (g) Upon retirement.

ARTICLE 12 – LAYOFF AND RECALL

12.01

- (a) All employees shall be selected to be laid off on the basis of their seniority within their classification, only if the remaining employees have the requisite skill, ability, qualifications, and experience to perform the available work. Therefore, at no time will the Company be prevented from maintaining a workforce of employees who are qualified and willing to do the work which is available at an acceptable level of productivity.
- (b) In the event of a lay-off, the seniority employee(s) affected may bump a more junior employee in another job classification that has a rate of pay which is equal to or lesser than the bumping employee's own job classification's rate of pay, provided that the bumping employee has the required knowledge, skills, qualifications, and experience to perform the work of the employee with less seniority who is being displaced, and provided that the Company can continue to properly schedule employees in each classification.
- (c) The lay-off procedures and criteria referred to in (a) and (b) above will be applied in reverse order for the purposes of recall, provided that the recalled employee has the requisite skill, ability, qualifications, and experience to perform the available work.

12.02 An employee who is out of their classification for more than six (6) months, and is returning through a job posting or temporary transfer to that classification must be trained to a competent level. Employees outside the classification for more than six (6) months may elect retraining for the purpose for transfer.

12.03 Article 13.01 shall not apply in cases of layoffs of five (5) working days or less where major lines or areas are affected and re-assignments are not practical and beyond the control of the Company.

12.04

- (a) When recalling an employee after lay-off, they shall be notified by verifiable mail requiring a signature and allowed three (3) working days after receipt of notice to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing will be recalled but shall be temporarily employed until the senior employee reports within the three (3) working day period, as outlined.

- (b) It shall be the employee's responsibility to keep the employer notified as to any change in their address or telephone number so that they will be up to date at all times.
- (c) If an employee, to whom a verifiable letter has been sent, reports for work and displaces an employee temporarily recalled from layoff, the Employer will be under no obligation to provide notice of layoff or pay in lieu thereof to the employees so displaced.

12.05

- (a) Employees affected by layoffs of one (1) day or less will return to their previous position held prior to layoff, unless they exercise their seniority rights.
- (b) Backups or temporary postings would not lose their positions on a 1 day layoff, but will not interfere with the regular seniority employee.

12.06 For the purpose of filling short term vacancies in the bargaining unit positions of five (5) working days or less, the Company will move the lowest seniority employee in the department, subject to the employee having the requisite skill, ability, qualifications and experience to perform the work.

12.07 For the purpose of filling short term vacancies in the bargaining unit positions of greater than five (5) working days, the Company will fill the vacancy by canvassing seniority in the department, subject to the employee having the requisite skill, ability, qualifications and experience to perform the work.

12.08 Where the short-term vacancy is expected to exceed fifteen (15) working days, the Company will post the position pursuant to the temporary postings provisions under Article 13.

12.09 Where the Company is doing a shift shuffle (rebalancing), the Company will post notice of an upcoming shift shuffle at least 24 hours in advance of performing the canvass. Results of the shift shuffle must be posted 5 days prior to the implementation of the schedule. Where the duration of the shift change is known, the Company will communicate this information in the notice.

12.10 The Company agrees to canvass for voluntary inverse layoff on the condition that the employees must comply with call back and loss of seniority provisions of collective agreement.

12.11 The Company will provide a minimum 72 hours' notice prior the first shift impacted by layoff.

12.12 The Unit chair, and Committee-persons will be afforded top seniority in the case of layoff, partial or full plant closure.

ARTICLE 13 – JOB POSTING

13.01

- (a) In the event that new jobs are created or permanent vacancies occur within the bargaining unit which the Company wishes to fill, the Company will post notices of such new jobs or vacancies on the bulletin boards for a period of five (5) working days. Bargaining Unit members wishing to apply shall do so on forms supplied by the Company within the aforesaid posting period. The Company will base its decision on an applicant's knowledge, skills and qualifications to perform the work. Where two (2) or more candidates possess similar knowledge, skills and qualifications, the most senior applicant shall be awarded the job. Where there are not applicants or no qualified applicants, the Company may fill the job in any manner it sees fit.
- (b) If a previously posted vacancy which has not been filled and that has been posted externally is still open after ninety (90) days of external posting the company will re-post in accordance with the posting procedure.

13.02 An employee who is a successful applicant from within the bargaining unit will be placed on a trial period of thirty (30) working days, and will become permanent following the end of the trial period unless:

- (a) The employee wishes to return to their previous position before trial period expires; or
- (b) The Company determines that the employee is not suitable for the position at any time during the trial period. The Company will then require the employee to return to their former position. If any employee is deemed to be unsuitable for a position during the trial period, written notice will be provided to the Union Chair, outlining reasons for the Company's decision.

13.03 Permanent employee who is a successful applicant for a job posting shall be precluded from bidding on any other job posting for a period of twelve (12) months from the date the employee began work in their new position.

13.04 **Temporary Postings**

All known vacancies expected to last longer than 15 working days as a result of the employee holding the position going on leave or expected to be absent for longer than 15 working days will be posted as a temporary posting (including for STD, LTD, Parental or Sick Leave). The Posting shall not exceed 12 months and this time can be mutually extended by both parties. The Company will base its decision on an applicant's knowledge, skills and qualifications to perform the work.

Where two (2) or more candidates possess satisfactory knowledge, skills and qualifications, the most senior applicant shall be awarded the job.

- 13.05 Employees awarded temporary positions will remain in the position until;
- (a) The absent employee creating the temporary posting returns or;
 - (b) A reduction in the classification occurs
- 13.06 Employees posted into the temporary posted position will be considered junior in the classification for the purpose of reductions.
- 13.07 In the event that there is more than one temporary posting and a reduction occurs in the classification the temporary posted employees will be reduced by seniority.
- 13.08 Temporary posted employees reduced as in above will revert to the temporary position, seniority permitting, if the classification is increased and the original employee holding the permanent posted remains absent.

ARTICLE 14 – BULLETIN BOARDS

- 14.01 The Union shall have the use of one (1) enclosed locked bulletin board on the Company's premises for the purpose of posting notices relating to the Union's legitimate business. Such notices must be approved by the Plant Manager or his designate prior to being posted. If approval is not provided, the reason for not approving shall be provided to the Union Local President for discussion.

ARTICLE 15 – HOURS OF WORK

- 15.01 For the purposes of this Article, the work week is defined as an employee's work days from Sunday to Saturday. The work day is defined as a twenty-four (24) hour period.
- 15.02 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of, or a limitation upon, the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 15.03 For all employees, other than Lead Hands, the daily working hours shall be eight (8) hours and regular work week hours shall be up to forty (40) hours, Sunday to Saturday inclusive. Lead Hands daily working hours shall be eight and a quarter (8.25) hours. Lead Hands shall report for shift fifteen (15) minutes prior to the start of shift. Drivers may be subject to variable hours in order to meet client demands.

- 15.04 The details of specific shift starting times for each department will be determined by the Company. The Company may run up to three (3) shifts daily.
- 15.05 For shifts five (5) hours in length or greater, employees shall be given two (2) paid fifteen (15) minute rest periods in each working day, in addition to a paid thirty (30) minute lunch period. These break times are to be taken separately unless approved by a Supervisor. The Company maintains the right to schedule breaks in accordance with production needs.
- 15.06 Employees shall be at their respective place (e.g. work station) ready to begin work at the designated starting time of their shift. Employees are required to stay at their work station and work until another employee relieves them or the supervisor makes arrangements for the employee's replacement.

ARTICLE 16 – OVERTIME

- 16.01 It is understood that the Company may require employees to perform work in excess of their regularly scheduled hours. All hours worked in excess of forty (40) hours per work week will be considered overtime and paid at time and one-half regular base hourly rate of pay.
- 16.02 The Company may schedule mandatory weekend overtime, provided at least forty-eight (48) hours' notice is given. The weekend overtime shifts shall be Friday 11:30 p.m. to 7:30 a.m., Saturday 7:30 a.m. to 3:30 p.m. and Sunday 3:30 p.m. to 11:30 p.m.
- 16.03 The Company may only mandate an individual employee to work ~~two~~ three (~~2~~) weekends in a row. If an employee is mandated for ~~two~~ three weekends in a row, they will not be mandated on the ~~fourth-third~~ (3rd/4th) weekend.

Employees who appear on the posted mandatory overtime schedule who believe they are ineligible under this clause shall immediately report such belief to the Plant Manager.

- 16.04 Overtime shall be canvassed for by seniority and will be voluntary in nature. 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.

- 16.05 Employees will be provided the opportunity to select an alternative shift during the canvas as referenced in 16.04 above.

If the Employer is running less than all three full shifts on either day, during the weekend, in the case that there are employees that will be mandated on the shifts being run, the Employer will review the canvass sheet and follow the process set out below:

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If there are employees on a shift that is not running that have selected a shift that is being run as an alternative, and/or should a shift that is being run has more volunteers that are necessary to staff that overtime shift, if there are employees on that shift that have selected a shift that is being run as an alternative ("together the "Volunteer Employees"), those Volunteer Employees, by seniority, will be transferred to an overtime shift to take the place of those employees who would have otherwise been mandated, until the list of Volunteer Employees has been exhausted. Only following this process will employees be mandated, in accordance with Article 16.04.

At no point would movement to an alternative shift leave the Employer in a position where it does not have enough resources to run the scheduled overtime shift(s).

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16.0516.06 Lead Hands shall receive overtime at time and a half after 41.25 hours.

ARTICLE 17 – PUBLIC HOLIDAYS

17.01 The following shall be recognized as paid holidays and will be paid for on the basis of the employee's regular wages earned in the four (4) weeks immediately preceding the public holiday, divided by twenty (20). For greater clarity, regular wages means only the employee's base wage rate.

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

* The Company will determine which day is provided as the day off for Canada Day based upon operational needs. The Company shall provide at least two (2) weeks' notice of the date.

17.02 An employee will be paid for a holiday provided they work their last scheduled shift on the working day which immediately precedes and their first scheduled shift on the working day which immediately follows such holiday, unless the absence is due to a satisfactory reason or unless the employee has been laid off within thirty (30) days prior to the holiday.

17.03 Should a Holiday occur during an employee's scheduled vacation, the employee will be entitled to receive one (1) additional day of vacation. at a time mutually agreeable to the employee and the Company.

17.04 If an employee works on any of the said Holiday days, the Company may either provide a substitute day off work with holiday pay, or pay the employee for all hours worked on the Holiday in addition to paying an hourly premium at one and one half (1.5) times their regular base hourly rate of pay for each hour worked.

17.0417.05 The Company agrees employees on approved bereavement leave of absence will not be disadvantaged as per Article 17.01. In calculating an employees pay, any approved bereavement leave day will be recognized as 8 hours per day.

ARTICLE 18 – VACATION

- 18.01 The vacation entitlement year for the purposes of this Agreement is from July 1 to June 30 of the following calendar year.
- 18.02 An employee who on the July 1 in each year has:
- (a) less than one (1) year of continuous service with the Company will be paid vacation pay in accordance with the terms and provisions of the Employment Standards Act, 2000.
 - (b) one (1) year or more of continuous service but less than five (5) years of continuous service with the Company shall receive two (2) weeks' vacation per year with pay equal to four (4) per cent of the amount of the employee's total wages in the previous vacation year.
 - (c) five (5) years or more of continuous service but less than fifteen (15) years of continuous service with the Company shall receive three (3) weeks' vacation per year with pay equal to six (6) per cent of the amount of the employee's total wages in the previous vacation year.
 - (d) fifteen(15) years or more of continuous service with the Company shall receive four (4) weeks' vacation per year with pay equal to eight (8) per cent of the amount of the employee's total wages in the previous vacation year.
- 18.03 In order to be eligible to receive the greater vacation pay as defined above, the employee must have worked at least 1250 hours in the previous vacation year, inclusive of paid holidays and paid public holiday days. An employee who does not work 1250 hours in the previous vacation year will be paid vacation pay in accordance with the applicable percentage as defined above.
- 18.04 Employees with vacation entitlement may be required to take their vacation during any plant shutdown, declared at the discretion of the Company. An employee's first two (2) weeks of vacation shall be reserved for shutdown. The Company may use a staggered shutdown to provide vacation to employees while continuing production.
- 18.05 Should the Company require employees to take vacation during a plant shutdown period, a notice will be posted to advise employees of such shutdown and the opportunity to work, if any. Where there is an opportunity to work during a shutdown period, employees will be allowed to volunteer for such work by signing up to do so. The Company will provide at least thirty

(30) days' notice when reasonably possible of such shutdown period and any work opportunities that exist during that period. Employees will be selected based on seniority so long as they have the required knowledge, skills, qualifications and experience to perform the work.

- 18.06 Should there be a shortage of volunteer employees to perform work during a shutdown period, then the Company may require employees, by classification, to work during a plant shutdown period based on reverse order of seniority and knowledge, skills, qualifications and experience to perform the work.
- 18.07 Employees who do not have any available vacation entitlement may be required to work or be placed on temporary lay-off until the shutdown period ends.
- 18.08 For the purpose of this Article, "total wages" includes all wages paid by the Company to an employee in the previous vacation year, except it does not include the previous year's vacation pay. The vacation year shall be July 1 to June 30.
- 18.09 An employee will be given the opportunity to choose their vacation time, but under no circumstances will requested vacation be allowed to interfere with Plant operations. Vacation time must be requested in writing at least twenty-one (21) days prior to the dates requested. In cases where two employees' vacation leave requests conflict, preference will be given to the employee with greater seniority.

ARTICLE 19 – REPORT IN PAY

- 19.01 An employee who has not been notified in advance "not to report for work" and who reports for their scheduled shift, will be given at least three (3) hours work, and if no work is available, they will be paid for a minimum of three (3) hours, at their normal hourly rate.
- 19.02 This obligation on the Company will not prevail if no work is available because of power shortages or failure of power supply or for fire, flood, explosions, acts of God, terrorism and or any other conditions beyond the control of the company.

ARTICLE 20 – CALL-IN PAY

- 20.01 When an employee has left the premises, after completion of their 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 whichever is greater.

ARTICLE 21 – GENERAL PAY ROLL

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

All pay shortage to an employee of eight (8) hours or greater through no fault of the employee shall be paid to the employee within forty-eight (48) hours of notification to the Company. Pay shortages of less than eight (8) hours will be included on the employee's next pay.

- 21.02 The Company will cover cost of paying for the printing of the Collective Agreements.

ARTICLE 22 – HEALTH AND SAFETY

- 22.01 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.

- 22.02 The Union and the Company agree to actively promote measures to assure the Health and Safety of all employees.

- 22.03 The Joint Health and Safety Committee (JHSC) will have a total of three (3) members, elected or appointed, representing the Union, one per shift, and up to three (3) members representing management. The JHSC will meet on the last Thursday of every month unless mutually agreed. Notwithstanding the call-in and/or reporting pay provisions of this Agreement, any employee coming in off shift to attend such meeting shall only be paid for the time required for the meeting.

- 22.04 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 he or she has a reasonable belief that such work is likely to endanger himself, herself or another employee. The employee shall promptly report the circumstance of the refusal to his supervisor, who shall forthwith investigate the report in the presence of a health and safety representative or committee member who represents employees.

- 22.05 Safety Shoes - Company will pay \$~~150~~150.00 per year effective on Date of Ratification (DOR), Employee(s) are eligible for replacement safety shoes, inclusive of insoles, provided they are purchased at the same time, one (1) calendar year following the date of their original safety shoe purchase. The Company has a current account with a supplier that will be maintained or replaced.

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.01 The Company will provide employees with five (5) days paid leave of absence for the death of an employee's Spouse, Father, Mother, Son or Daughter.
- 23.02 The Company will provide employees with three (3) days paid leave of absence for the death of an employee's Sister, Brother, Father-in-law or Mother-in-law.
- 23.03 The Company will provide employees with one (1) paid leave of absence for the death of a Brother in law, Sister in law, Grandparent, Step Mother, Step Father, Grandchild, Stepchild, Stepbrother/sister, Stepparent of Current Spouse, Spouse's Grandparent.
- 23.04 In the event that an employee qualifies for bereavement leave pursuant to Article 23 during their scheduled vacation time, they will be permitted to take any applicable bereavement leave to which they may be entitled, and any unused vacation time during this period will be returned to them.

ARTICLE 24 – PAID EDUCATION LEAVE

- 24.01 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. Such monies to be paid on an annual basis into a trust fund established by the Unifor National Union effective from date of ratification and sent by the Employer to the following address: Unifor PEL Training Fund, 205 Placer Court, Toronto ON M2H 3H9.

ARTICLE 25 – JURY DUTY LEAVE

- 25.01 Any employee who receives a summons to jury duty must inform their 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.

ARTICLE 26 - MOMENT(S) OF SILENCE & FLAG HALF MAST

- 26.01 26.01 The Company will allow employees one (1) minute of silence at 11:00 AM on December 6th of each year in observance of the National Day of Remembrance and Action on Violence Against Women and in remembrance of the women killed during the Polytechnique Montréal Massacre
- 26.02 The Company will allow employees one (1) minute of silence at 11:00 AM on April 28th of each year in observance of the National Day of Mourning for those who have lost their lives, suffered injury or illness on the job, or experienced a work-related tragedy.

26.03 The Company will allow employees one (1) minute of silence at 11:00 AM on November 11th of each year in remembrance for the men and women who served and continue to serve our country in times of war, conflict, and peace.

ARTICLE 27 – CLASSIFICATION OF WAGES

		Service time	Monday following Ratification	24-Nov-26	24-Nov-27
			3.00%	3.25%	4.00%
Machine Operators	Starting - 4 years		\$19.29	\$19.92	\$20.72
	4 - 8 years		\$19.95	\$20.60	\$21.42
	8+ years		\$20.60	\$21.27	\$22.12
Leadhand Premium - \$1.50					

Material Handler	Starting - 4 years		\$20.75	\$21.43	\$22.29
	4 - 8 years		\$22.46	\$23.19	\$24.12
	8+ years		\$23.39	\$24.15	\$25.12

Driver & Shipper/Receiver	Starting - 4 years		\$21.15	\$21.83	\$22.71
	4 - 8 years		\$22.68	\$23.42	\$24.35
	8+ years		\$25.47	\$26.30	\$27.35
AZ/DZ Driver Premium - \$0.50					

Set-up	Starting - 4 years		\$24.14	\$24.93	\$25.92
	4 - 8 years		\$25.53	\$26.36	\$27.42
	8+ years		\$26.42	\$27.28	\$28.37

Maintenance Assistant	Starting - 4 years		\$19.12	\$19.74	\$20.53
	4 - 8 years		\$19.69	\$20.33	\$21.15
	8+ years		\$19.97	\$20.62	\$21.45

Shift Premium (Applied to Operator, Material Handler, Setup)

Afternoons -

\$0.~~65~~⁵⁰

Midnights -

\$1.~~15~~⁰⁰

Employees who were previously red-circled shall receive for the 202~~5~~²-202~~8~~⁵ Collective Agreement the percentage increases applicable to all employees. This shall not effect the classification rate in the Collective Agreement.

LETTERS OF UNDERSTANDING

No. 1 - Plant Closure

The company will notify the Union in writing, in as far advance as is reasonably possible, of a contemplated total shutdown of operations. The company will meet with the Union Negotiating Committee to discuss the closure.

In the event of a total shutdown, Severance Entitlements will be as follows;

- One (1) weeks' regular pay per year of service (pro-rated months) - Not to exceed 35 week;s
- Minimum service of one year;
- 1 month extension of benefits (Health Care, Dental Care and Vision care only) - to commence on the first (1st) day of the month following the employees date of termination.

No. 2 - Personal Emergency Leave Days

It is agreed that absences due to bereavement leave, as covered under the provisions of Article 14, which are in excess of the bereavement leave provisions in the Employment Standards Act (ESA), 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. In addition, employees will be provided with five (5) personal emergency days each calendar year. It is further understood that any employee on a personal emergency leave will not be required to provide reason for such unpaid leave(s) until such time the employee has reached their sixth (6th) absence in that calendar year.

No. 3 - Women's Advocate

Both parties agree that the union may appoint or elect a person to liaise on issues that primarily affect women but that all discussions and liaison work shall take place outside of the work hours of all the parties involved.

No. 4 - Domestic or Sexual Violence Leave

The parties recognize their duties under the Occupational Health and safety Act with respect to workplace violence. The parties also recognize the impact of domestic and sexual violence in society.

An employee will be entitled to take up to 12 weeks unpaid leave of absence from work to deal with domestic or sexual violence situations with adequate verification from a recognized health professional.

No. 5 - Benefits over the age of 65

The Company agrees to continue to pay the premiums associated with maintaining current benefit coverage, not including LTD, for those employees who remain employed with the Company until the employee attains the age of 70. LTD coverage will cease at age 65.

No. 6 - Personal Lockers

The Company agrees to investigate the possibility of personal lockers in terms of cost and space and report back its findings within 3 months of Ratification. The Union agrees to assist in investigating the possibility of purchasing used lockers.

No. 7 - ~~Facility Change~~

~~The parties agree to meet quarterly to discuss the facility requests of the employees, including lunch room, tables, vending machines, meeting areas, microwaves, refrigerators and other.~~Deleted

No. 8 - Substance Abuse

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company and the Union agree to assist any employee who appears to be in need of such assistance through referrals to available employee assistance programs and other potential resources.

The Company will accommodate as required by the Ontario Human Rights Code, including, where appropriate, providing an unpaid leave of absence and the employee may apply for any benefit coverage that they may qualify for while under medically prescribed course of treatment.

No. 10 - Personal Radios

The Company agrees to allow personal radios (not cell phones used for streaming or other purposes) in the Plant. Such Radios are permitted on the following conditions:

1. The radios will be maintained at a volume that does not interfere with other employees;
2. The radios will be maintained at a volume that does not contribute to noise pollution in the area or otherwise cause any Health and Safety concern;
3. If there is a complaint by a fellow bargaining unit employee it shall be made to the Plant Chairperson or the shift Committeeperson;

4. If the Plant Chairperson is unable to settle the dispute in 5 minutes, the radio will be turned off and will not be permitted to be turned back on until such time as the matter is resolved;
5. Beyond the allotted 5 minutes, any such discussion regarding resolution shall take place outside of working hours;
6. Such resolution shall be committed in writing and provided to the Plant Manager;
7. The Company shall not be required to provide any additional power outlets and such radios shall not be powered by displacing work related plug ins;
8. The size of the radio shall not in any circumstances interfere with work to be conducted in the workplace;
9. The Company shall not be responsible for lost or stolen radios;
10. The Company reserves the right to require radios to be turned off for and during third party and/or customer visits to the Plant.

No. 11 - Rubber Matting

The Company will continue to provide rubber matting. Such Matting will be replaced as required and in a timely manner.

No. 12 - ~~Statutory Holiday Pay~~

~~The Company agrees employees on approved bereavement leave of absence will not be disadvantaged as per Article 17.01. In calculating an employees pay, any approved bereavement leave day will be recognized as 8 hours per day. Deleted~~

No. 13 - Benefit Plan

The Company agrees to renew the Group Benefit plan with the following revision;

Dental coverage increased to \$1,250.00 annually effective upon ~~ratification of this agreement~~ the renewal date of the Company's benefit Plan (February 1, 2026)

Vision coverage will increase from \$150 every two years to \$250 every two years effective upon the renewal date of the Company's benefit Plan (February 1, 2026)

No. 14 - Update Meetings

The Company agrees to hold an update meeting at least twice per year.

No. 15 - Health and Safety

The Company will implement a method of posting the ~~heat stress~~Heat Index Readings program WBGT, Wet Bulb Globe Temperature.

No. 16 - Organizational Chart

The Company agrees to post a ~~Company~~ organizational chart every 12 months.

No. 17 - Air Testing

~~The Company agrees to have air quality testing of pollutants in the plant air once per year.~~

No. 18 The Company agrees to have air quality testing of pollutants in the plant once per collective bargaining agreement term, to be completed by the end of the second year of the collective agreement, and to share such results with the Joint Health and Safety Committee.

No. 19 The Company will provide a voluntary Group RSP and administer the payroll deduction.

No. 20 Scope of Duties for Bargaining Unit employees

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The Company agrees that the scope of duties for all Bargaining unit employees will be clearly defined based on their respective job classifications within the bargaining unit.

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The Company undertakes to review and, where necessary, revise, all current job descriptions, within the term of this collective agreement.

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If a Bargaining unit employee is required to perform duties outside of their designated classification, for more than half a shift on any given work day, if the work performed outside of their designated classification is in a higher rated classification, they shall be compensated at the higher rate for the hours worked in such classification.

ARTICLE 28 – DURATION

28.01 This Agreement shall be binding and remain in effect from November 10, 202~~5~~2 to November 9, 202~~8~~5, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) calendar days prior to termination date that it desires to amend the Agreement.

Signed this _____ day of _____ 2026 at Peterborough, Ontario.

FOR THE COMPANY

FOR THE UNION

