

COLLECTIVE AGREEMENT

BETWEEN:



CON CAST PIPE

CON-CAST PIPE INC.

- and -



UNIFOR
theUnion | lesyndica

UNIFOR

AND ITS LOCAL 1917

TERMS: January 13, 2023 to January 12, 2026

This Agreement made and entered into this 7th day of July 2023.

BETWEEN:

CON-CAST PIPE INC.

(hereinafter referred to as the "Company")

- and -

**UNIFOR
AND ITS LOCAL 1917**

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TERMS: January 13th, 2023, to January 12th, 2026

Ratified: July 7th, 2023

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ARTICLE 1

RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, and this Agreement will pertain to all its hourly employees in the bargaining unit as follows: all employees of Con Cast Pipe Inc. in the City of Puslinch, save and except forepersons, persons above the rank of foreperson, office and clerical staff and persons regularly employed for not more than twenty-four (24) hours per week.
- 1.02 In the event that the Company totally shuts down its facility on Brock Road, Puslinch, and moves that facility to a new location in Ontario, current employees will be given the first opportunity for available work at the relocated facility provided they are qualified to perform such work.
- 1.03 Social Justice Fund: The Company will pay One Thousand Two Hundred and fifty Dollars (\$1,250.00) contribution during the life of Collective Agreement with tax receipt provided to the Company.

ARTICLE 2

NO DISCRIMINATION

- 2.01 The Company and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity as set out herein.

The Company to provide updated Discrimination Policy to the Union.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of its plant and facility and the 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:
- 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;
 - select, hire, transfer, assign to shifts, promote, demote, classify, lay off or recall employees and the right to schedule vacations;
 - determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the sub-contracting of work, the schedules of operations, the number of shifts; determine the products to be manufactured, the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, products to be manufactured, methods or processes; decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime subject to Article 37.05. The above rights shall not be administered in a manner inconsistent with this Agreement.
 - establish and administer fair and reasonable tests for the purpose of assisting the Company in determining an employee's qualifications.
 - the Company will engage in meaningful discussion with the Union before any Company rules or regulations are introduced or amended.

ARTICLE 4

UNION SECURITY

- 4.01 All current employees and all new employees in the bargaining unit will be required to complete an Authorization for Check off of Dues and Initiation Fee, supplied by the Union to the Company which will be sent to the local union.
- The Company agrees to include employee T4 slips for income tax purposes, the total union dues deducted.
- 4.02 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary no later than the 15th day of the month following deduction, along with a list of names and the amount of each deduction.
- The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.03 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.
- 4.04 **Students**
- All students who earn the equivalent of forty (40) hours pay during a calendar month must have the regular Union dues deducted by the Company and then forwarded to the Local Union Financial Secretary.
- Any students who complete the regular probationary period must pay Initiation Fees of ten dollars (\$10.00) as a condition of further employment.
- 4.05 **Union Dues - When to Deduct and Amount to be Deducted**
- Union dues are payable from the first full pay received by the employee following the date of hire. Dues shall be deducted according to UNIFOR's constitution.
- 4.06 The Union shall indemnify and save harmless the Company against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Company for the purpose of complying with this Article.

ARTICLE 5

HARASSMENT IN THE WORKPLACE

- 5.01 The Union and the Company recognize the problem of sexual and racial harassment in the workplace and are committed to ending it. Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.
- 5.02 It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious affiliation or place of national origin. The Company to provide updated Harassment in the Workplace to the Union for review.
- 5.03 Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.
- 5.04 Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.
- 5.05 "Unwelcome" or "unwanted" in this context means any actions which the harasser knows or ought to know are not desired by the victim of the harassment.
- 5.06 Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
- 5.07 Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, and jokes or other unwanted comments or acts.
- 5.08 The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

5.09 Reporting

If you feel you have experienced harassment, report the incident immediately to any Senior Staff Member or Union official or the outside harassment counsellor with whom you feel comfortable. The company or union official will immediately notify the local unit chairperson or management official as the case might be. Appropriate investigation by the Company with the Union Human Rights Representative will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. The worker will be informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the report as per the Ontario Occupational Health and Safety Act (OHSA), s. 32.0.7.

Any employee found to have harassed a fellow employee or subordinate may be subject to discipline. Con Cast will also take any additional action necessary to appropriately correct the situation. Neither the Union, the employees nor Con Cast will retaliate against any employee who makes a good faith report of alleged harassment, even if the employee was in error.

ARTICLE 6

DATA TO BE SUPPLIED TO UNION

- 6.01 The Company will supply to the Union committee, the following information every quarter and send a copy to the local Union office:
1. Employees who acquire seniority;
 2. Employees by rate and classification;
 3. Employees transferred into or out of the Bargaining Unit;
 4. Employees on leave of absence;
 5. Employees on Sickness and Accident and Compensation and the date of occurrence;
 6. Layoffs and recalls;
 7. Employees who have lost seniority;
 8. Employees who are discharged;
 9. Names, addresses and telephone numbers of all current bargaining unit employees including those on lay-off with recall rights. The Company will also provide a list of names of supervisors.
- 6.02 In addition to the above, the Company will provide the Union with a copy of all job postings and will include a list of names of the applicants, the name of the successful applicant and the start date.

ARTICLE 7

SENIORITY

- 7.01 The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Company.
- 7.02 Seniority will be established and maintained by all employees in the bargaining unit on a plant-wide basis.
- 7.03 All employees' names will appear on a seniority list as of their date of hire, and be revised every three (3) months and posted on plant notice boards. A copy of such list will be given to the Union Chairperson of the Committee.
- 7.04 Employees will be regarded as probationary employees for the first four hundred and eighty (480) hours worked of their employment. Seniority will start from the first date of hire and their name will appear on the Seniority List in order of the respective date of hire. The parties may agree to extend the probationary period, on a case-by-case basis, following meaningful discussion of the parties. Such requests will not be unreasonably denied.

7.05 In the event that more than one employee is hired on the same date, the Company will assign each employee with a seniority date based on alphabetical order of last name upon signing of the Collective Agreement.

ARTICLE 8

LOSS OF SENIORITY

8.01 Seniority rights shall be forfeited for any of the following reasons:

1. If an employee voluntarily quits the employ of the Company.
2. If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
3. If an employee overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days, unless the employee has a justifiable reason for such absence.
4. If an employee fails to report for work in accordance with a notice of recall, or within five (5) workdays after the registered mailing date of such notice, whichever is later, unless a satisfactory reason is given to the Company.
5. If laid off, an employee will be retained on the seniority list for a period of twenty-four (24) months.
6. If an employee is transferred to a position outside the bargaining unit subject to **Article 41.01.**

8.02 It shall be the employee's responsibility to provide the Company in writing with their current address and telephone number.

ARTICLE 9

LAYOFFS AND RECALLS

9.01 The Company will give at least ten (10) working days' notice for temporary layoff and fifteen (15) working days' notice of permanent layoff to employees and the Union of any contemplated layoff unless the layoff is made necessary as a result of circumstances which could not have been reasonably anticipated by the Company.

9.02 Whenever it becomes necessary to decrease the work force, students and part-time first, then probationary employees will be laid off. If further layoffs are necessary, the employee with the greater amount of seniority shall be retained, provided they are qualified to do the normal requirements of the job. In the event of such layoff all employees will be given ten (10) working days' notice of the layoff, subject to Article 9.01 above.

9.03 In determining whether an employee is qualified, they will be given up to five (5) days of familiarization. For greater clarity, this could mean several hours up to five days, at the discretion of management.

9.04 An employee who is displaced from their classification because of a reduction in the work force may displace the junior employee within the plant performing a job for which they have the necessary ability and qualifications.

9.05 The Union Plant Committee four (4) one of whom shall be from the afternoon shift will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they have the ability and qualifications to perform.

9.06 Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are qualified to do the work available.

The Company agrees to the Plant Chairperson or Designate will be present when laying off and recalling members. Where the Union Committee is present and agrees with all layoff and call back actions, there will be no grievances filed in relation to these actions.

9.07 The Company will provide the Chairperson of the Union Plant Committee with a list of employees to be laid off or recalled, also any cancellation of such notices. Where it is the intention of the Company to award a position or recall employees to positions a representative of the Company will have prior discussion with a representative of the Union committee to explain the reasons.

9.08 Voluntary Layoff

When layoffs occur, senior employees will have the option to take advantage of a voluntary layoff. **Timing of layoff could be delayed at managements discretion.** Those who choose the voluntary layoff will be called back in order of seniority when recalls occur. If at the time of recall, an employee refuses to return to work without proper justification, loss of seniority or dismissal may result.

9.09 Employees may continue to refuse recall up to the point their original classification becomes open.

ARTICLE 10

WAGE ADMINISTRATION AND RATE PROTECTION

10.01 An employee who is upgraded as a result of transfer for more than 2 hours shall have their regular wages adjusted on the date of such assignment.

10.02 An employee who is moved by the Company to a lower paying job shall maintain his/her rate of pay in effect at the time of such move for six (6) months. This six (6) month period runs whether the employee is on lay off or at work. This rate protection will not apply to an employee moved from a temporary assignment, or to an employee who refuses to return to his/her formerly held job from which they were moved.

ARTICLE 11

JOB POSTING

- 11.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) working days, in order to allow bargaining unit employees to apply. Information pertaining to a job posting such as special qualifications, the area where the posting is available, and the shift will be made available to employees from the Company. A vacancy may occur as a result of a death, retirement, termination, resignation from employment, resignation from an occupied position or permanent medical leave of an employee, Management retains the right to determine staffing levels.
- 11.02 In filling jobs under this section, the employee with the greatest seniority who applied for the job will be given the job provided they are qualified to perform the required work.
- Employees will not be removed from their position and replaced by another employee to perform the same job unless it is deemed necessary due to reasons of skill and ability or where the Company in good faith has a valid business reason for transferring the employee.
- The successful applicant to a job posting will be paid the rate of the job they successfully bid on no later than two (2) weeks after being awarded the job provided the rate is higher than the rate of the job they are performing. The employee will be placed in the posted position within six (6) weeks, unless mutually extended by the Union and the Company.
- 11.03 In case the successful employee is not retained in the job by the Company, or the employee voluntarily elects to give up their rights to the job, providing it is within a period of eighty (80) working hours, the employee will be returned to his/her former job, and any other employee affected thereby will be returned to his/her job on a similar basis and thereafter the original job will be filled in accordance with this section of the agreement.
- 11.04 There will be a maximum of three (3) postings arising out of a vacancy – the original posting to fill the vacancy and up to two (2) subsequent postings if the third posting is for a skilled labourer position or above there will be a third posting. Any further vacancy that occurs after the third posting may be filled by the employer without posting.
- If the successful applicant moves laterally (Operator to Operator) creating the need for a second and/or third posting, these positions must be filled vertically.
- 11.05 Employees who are successful in bidding into a permanent position except for newly created permanent positions shall not be permitted to bid on a subsequent temporary, permanent vacancy for a period of one hundred and twenty (120) days commencing on the day the employee assumed the permanent position, or, if they do not immediately assume the position, two weeks from the date on which they were awarded the position, whichever is the earlier. Employees who have successfully bid on a temporary position shall not be permitted to bid on a subsequent temporary position until the initial temporary position has been completed. Such employee, however, shall be permitted to bid on a subsequent permanent vacancy before the temporary vacancy they are in is completed.
- If the successful applicant declines the position after being placed in it, they shall not be permitted to bid on a temporary or permanent posting for a period of six (6) months. This shall not apply if the company removes the applicant from the position.
- 11.06 Employees who voluntarily move down in classification are not eligible to post for one hundred and twenty (120) days.
- 11.07 All temporary assignments for a period in excess of an accumulated thirty-five (35) working days (unless extended by Mutual agreement of the Union and the Company) shall be posted. Such postings will be posted as soon as possible following the time that it is known that such assignment will extend beyond the accumulated thirty-five (35) days.
- In the event the temporary job posting is due to employee absences, when such employee returns, they shall be placed on their former job and the employee who temporarily fill the position, and subsequent temporary vacancy, will return to their former job.
- The Company will discuss with the Union Chair or designate, at the weekly meeting, when it plans to temporarily fill a long-term position.
- In addition, seasonal positions will expire on December 31st of each year and will be posted or reposted yearly in advance of the seasonal requirement.

ARTICLE 12

INCAPACITATED EMPLOYEES

- 12.01 In the event an employee becomes physically handicapped and is unable to continue their job, an exception may be made in favour of such employee on the following basis by agreement of the Company and the Union.
- 12.02 If a job vacancy occurs, which the Company and the Union agree an incapacitated employee can perform; they will be placed on such job without the necessity of a job posting.
- 12.03 A doctor's certification of disability / sick note, by the employee's choice of clinic, must be submitted, written by a Doctor, RN or RPN. When requested by the Company, the cost of such doctor's certification / sick note, shall be borne by the Company to a maximum of \$50.00 per occurrence with a valid receipt. This provision shall not apply in the case of Short-Term Disability claims and the Company shall not be responsible for any costs associated with medical certificates in connection with such claims, requested from the carrier, reasonable or customary, which meets the carrier's satisfaction. Any further requests above and beyond shall be borne by the Company, regardless of costs.
- 12.04 An employee placed on a job because of a disability will have that disability reviewed at least monthly. If there is a dispute as to the employee's fitness to resume his normal duties, the employee will agree to be examined by a doctor selected by the Company and the employee's doctor.
- 12.05 The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.
- 12.06 If an employee is absent due to injury or illness and the expected return date provided in the medical note is to be exceeded, the employee must provide an additional medical note in advance of the initial expected return date, indicating the new return date.

12.07 The Employer and the Union agree that a joint Return to Work Committee consisting of the Company Health and Safety LEAD, the Union Health and Safety Co-chair and one other representative from each side will facilitate any accommodations of disabled employees.

At the request of the employee, representation from the Union representative on the Return to Work Committee and/or Union Committee shall be provided when an incapacitated employee is meeting with Employer regarding significant accommodation issues.

ARTICLE 13

GRIEVANCE PROCEDURE

13.01 The purpose of this Article is to establish a procedure for the settlement of grievances. A grievance is any complaint, dispute, or controversy between an employee or the Union and the Company relating to the interpretation, application, administration or alleged violation of this Agreement and any question as to whether a matter is arbitrable.

13.02 The grievance procedure shall be as follows:

Step 1

An employee will first discuss his complaints with his immediate Supervisor or Designate Supervisor, and if not satisfactorily resolved, the employee's complaints relating to the interpretation, application, administration or alleged violation of this Agreement shall be reduced to writing by the employee and his committeeperson on the form provided for this purpose setting forth the Agreement provisions which it is claimed were violated and the relief requested, and submitted to the employee's immediate Supervisor within **five (5) working days** after the occurrence of the facts giving rise to the grievance. The employee will be represented by their committeeperson at any meeting with the Supervisor. **Within five (5) working days** after the written grievance is submitted, the Supervisor shall deliver their written decision to the committeeperson.

Step 2

If the grievance is not resolved in Step 1 then a written notice of appeal on the form provided shall be delivered by the committeeperson to the Plant Manager or his designate **within ten (10) working days** of delivery of the Supervisor's written decision. A meeting will take place **within five (5) working days** of delivery of the notice with the employee, committeeperson, chairperson and the Company. The Union National Representative and/or President of the Local may be in attendance at this meeting. The Company will render its decision in writing **within ten (10) working days** of the meeting.

The above-mentioned grievance procedure shall apply to "group grievances" and "Union and Company policy grievances".

If the grievance is not resolved in Step 2, then the Union may demand arbitration pursuant to paragraph 14.00 of this Agreement.

13.03 If any grievance involves more than three (3) employees, the committeeperson will present the grievance to the Supervisor by completing the form provided for grievances at Step 1 and delivering it to the Supervisor.

13.04 Any time limitation specified in the paragraphs may be extended by mutual agreement of the parties set forth in writing only. Any complaint or grievance not filed or not appealed to the next step within the time permitted by this Agreement shall be considered settled on the basis of the last decision and shall not be subject to further consideration. If the Company fails to respond within the time limits, the grievance will advance to the next step.

13.05 The Union shall have the right to have the Chairperson and the Committeeperson involved at grievance **meetings**. The grievance **meetings** will be **scheduled on a weekly basis**, when necessary. The Union will provide a list of grievances they wish to discuss in advance. These meetings shall be in addition to the meetings referred to in the grievance procedure above. **This grievance meeting will not be combined with letter of Intent #10.**

13.06 Employer Grievance

It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to Arbitration in the same manner as a grievance by an employee.

ARTICLE 14

ARBITRATION

14.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may after exhausting the grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within twenty (20) working days of the reply under Step 2.

14.02 The arbitrator shall be selected by the parties from the following list in rotation:

- Professor Wesley B. Rayner
- Randy Levinson
- Susan Steward

In the event that the arbitrator selected by the parties is unable to act within a reasonable period of time, the particular case will be referred to the next named arbitrator on the list.

14.03 The parties will jointly share the expenses, if any, of the arbitrator.

14.04 The arbitrator shall not be authorized to make any award inconsistent with the provisions of this Agreement or to alter, modify, or amend any part of this Agreement.

14.05 The grievor may be involved at any Step of the grievance procedure and will be paid for any regular time lost in processing his grievance exclusive of overtime.

- 14.06 During the probationary period, an employee shall be considered as being employed on a trial basis and may be terminated where the employee is considered, in the judgment of the Company, to be unsuitable. It is recognized that just cause for the discharge of a probationary employee will be at a much lower standard than in the case of a seniority employee.

ARTICLE 15

LEAVE OF ABSENCE

- 15.01 Upon application with one (1) week's notice, except in cases of emergency, leaves of absence may be granted to employees without loss of seniority. Leaves of absence must be signed by the Company and a copy given to the Plant Committee. In the event the Company is considering declining a L.O.A. request, it will first discuss the decision and reasons with the Union.
- 15.02 An employee of the Company elected or appointed to a full-time position in the local Union or National Union, UNIFOR will be granted a leave of absence by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union
- An employee may accept a part-time union position provided they drop down to the labour pool for a period of the leave. Their rate will be protected for the period of the leave if they had a higher position. This leave will be restricted to one part-time position at a time.
- 15.03 The Company will grant a leave of absence with pay to a maximum of two (2) members of the Union at one time to attend to Union business outside the plant and will bill the Union monthly for reimbursement provided the request for leave is made in writing at least one (1) week in advance and such leave shall not in aggregate exceed thirty (30) days per contract year.

The above limitations do not apply to time spent in negotiating changes to the Collective Agreement and or paid education leaves.

ARTICLE 16

PARENTAL LEAVE

- 16.01 The Company agrees to the principle of granting leave of absence to employees for the birth or adoption of a child and will do so in accordance with the *Employment Standards Act*.

The Company will provide employees with one (1) paid day in the event of the birth or adoption of a child.

- 16.02 Employees returning from parental leave will be returned to their former job. If their former job does not exist, every effort will be made to place them on a comparable job, at the rate of pay they were receiving prior to the leave.

ARTICLE 17

PUBLIC OFFICE LEAVE OF ABSENCE

- 17.01 An employee with seniority, elected or appointed to an essentially full-time Federal, Provincial or Local public office, will be granted leave.
- 17.02 Any employee granted leave of absence shall be entitled to reinstatement at the then current rate of pay, to such work as they may be entitled on the basis of the seniority provisions of this Agreement.

The employee's request for leave of absence may also include the necessary time to campaign for such office.

ARTICLE 18

PAID EDUCATION LEAVE

- 18.01 The Company agrees to pay into a special fund, Three (3) cent per hour per employee for all regular hours worked for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, effective from date of ratification and sent by the Company to the following address:

UNIFOR Paid Education Leave Program 205 Placer Court
Willowdale, Ontario M2H 3H9

The Company agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted an unpaid leave of absence of up to sixty (60) days in aggregate annually across the bargaining unit with no more than two (2) employees off at any one time across the entire bargaining unit, including travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. No employee shall be absent for more than ten (10) consecutive work days.

ARTICLE 19

SHIFT PREMIUM

19.01 Employees shall receive a shift premium per hour effective ratification for all hours worked on a shift on or before 5:00 a.m. and starting on or after 12:00 p.m.

Effective Ratification	\$1.40
Effective Jan 13, 2024	\$1.45
Effective Jan 13, 2025	\$1.50

If the Company asks an employee to report for work earlier than his scheduled shift which was originally scheduled to start at noon or later, the employee will receive shift premium for the hours worked after twelve (12) noon.

ARTICLE 20

MEAL ALLOWANCE

20.01 When an employee works more than two (2) hours past their scheduled shift, they shall receive a fifteen-dollar (\$15.00) meal allowance. The meal allowance will be applicable for off-site work of four (4) hours or more.

ARTICLE 21

OUTSIDE WORK

21.01 An employee assigned to field work at a job site located away from the plant property shall receive a ten percent (10%) premium for all hours so worked.

ARTICLE 22

REPORTING IN PAY

22.01 Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report will receive a minimum of four (4) hours' work, or four (4) hours' pay at his regular hourly rate if no work is available.

22.02 Employees who have commenced the second half of their shift shall be paid for the balance of the shift if they are sent home by the Company, unless this has been necessitated by reasons beyond the control of the Company.

ARTICLE 23

EMERGENCY CALL-BACK PAY

23.01 Any employee called back to work after leaving the plant property shall be paid the greater of four (4) hours at their regular rate, or time and one half for the time actually spent performing the work they were called back to perform. Call-Backs shall be subject to the provisions contained in Article 37.0. Once a worker has clocked out from their shift and is asked to stay, it shall be considered an emergency call-back.

ARTICLE 24

INJURY ON THE JOB

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

A WSIB representative, if in the plant, and if not, a JHSC union representative, will be in attendance when WSIB forms are to be filled out or there is a dialogue before the employees leaves the plant. The purpose of the WSIB representative or JHSC union representative is to act as a support to the employee where required and not to interfere with the required process,

ARTICLE 25

JURY DUTY

25.01 Seniority employees who serve on jury duty or as a subpoenaed Crown witness or as a witness subpoenaed in a criminal proceeding shall receive the difference between duty pay and their normal hours pay at the employee's regular straight time hourly rate exclusive of premium for each day of duty.

The Company's obligation to pay an employee is limited to a maximum of one hundred (100) days in any calendar year.

In order to receive payment an employee must give management prior notice that they have been summoned for jury duty or as subpoenaed as above and must furnish satisfactory evidence that they reported for and performed jury duty or as a subpoenaed witness as above on the day for which payment is claimed.

ARTICLE 26

BEREAVEMENT

- 26.01 In the event of the death of the spouse, child, mother or father, brother, sister, stepparent, stepchild, grandchildren, common law spouse and same sex common law spouse five (5) working days leave of absence with pay will be provided for the purpose of attending the funeral or conducting other associated activities. Three (3) working days will be provided for father-in-law or mother-in-law, grandparent, brother-in-law, sister-in-law, stepsister and stepbrother. **One (1) working day will be provided for an aunt and/or uncle, daughter-in-law, son-in-law, and spouses' grandparent.**
- 26.02 In order to qualify, the employee must provide written **proof of death from a properly authorized source.**

ARTICLE 27

TUITION FEES AND BOOK REFUND

- 27.01 Where the Company approves of a course or program, it will reimburse the employee for the tuition fee and cost of books, provided proof of successful completion is given to the Company.

ARTICLE 28

LUNCHROOM AND WASHROOM AND FIRST AID

- 28.01 The Company shall provide for all employees, a proper lunchroom facility.
- 28.02 Clean sanitary washrooms shall be maintained.
- 28.03 First aid facilities shall be supplied by the Company.
- 28.04 The Company will provide training for employees in C.P.R. application in accordance with current Company policy.

ARTICLE 29

BULLETIN BOARDS

- 29.01 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 and such notices to be initiated by management **prior to posting.**

ARTICLE 30

COPY OF AGREEMENT

- 30.01 The Company will assume the cost of providing a copy of the Collective Agreement in booklet form to all employees. The size and style of the Collective Agreement will be as mutually agreed upon. **Collective agreement books (pocket sized, non-spiral binding) will be will be issued by the Company no longer than ninety (90) days after final approval from both parties.**
- 30.02 The Company shall also supply an outlined brochure of all the Company paid benefits.

ARTICLE 31

STRIKES AND LOCKOUTS

- 31.01 The Company and the Union agree **that during the course of the collective agreement there will be no strike or lockout.**

ARTICLE 32

TOTAL PLANT CLOSURE

- 32.01 The Company will endeavour to give the Union three (3) months notice of total closure. It is understood that such notice may not be possible in the case of a closure for reasons out of the control of the Company or in circumstances where the cause of closure is not reasonably foreseeable.
- 32.02 The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.
- 32.03 The Company will participate in a labour-management adjustment committee and that the Union will seek financial assistance from the Industrial Adjustment Service (Federal Government) and the Office of Labour Adjustment (in Ontario).
- 32.04 Every worker who is to be laid off will receive an in-depth (one hour) individual needs assessment conducted on Company time and provided at Company expense.
- 32.05 The bargaining committee and the Union representatives on the Adjustment Committee will be provided four (4) days of training on adjustment issues and processes as determined by the bargaining committee. The training will be conducted on Company time and at Company expense.

ARTICLE 33

HOURS OF WORK

- 33.01 The current shift schedules consists of five (5) eight (8) hour shifts on day shift, Monday through Friday or five (5) eight (8) hour shifts on night shift Sunday through Thursday or four (4) ten (10) hour shifts Monday through Thursday. Due to the fluctuating nature of the Company's business, the Company reserves the right to adjust shifts and shift schedules to meet its business requirements. The Union Committee shall be notified of any changes to shifts or shift schedules. Except when caused by unforeseen circumstances, such a breakdown or equipment failure, the Company will **provide ten (10) working days** notice of change of shift.
- 33.02 Employees working shifts in excess of eight (8) hours will be paid holiday pay based on their normal shift hours (*i.e.* ten (10) hour shifts will be paid ten (10) hours regular pay).
- 33.03 Where there is a restructuring of shifts and where the efficiency of the operations will not be negatively affected and provided the employee is qualified, **the senior employee(s) whose shift has been restructured,** will be given preference in the selection of shifts.

ARTICLE 34

PAID REST PERIODS

- 34.01 The Company will schedule **two (2) rest periods of fifteen (15) minutes, one in each half shift for eight (8) hour shifts and ten (10) hour shifts.**

ARTICLE 35

LUNCH PERIOD

- 35.01 **All employees will be given a thirty (30) minute unpaid lunch period on each shift. Such lunch period will be provided at mid shift.**

ARTICLE 36

OVERTIME EQUALIZATION

- 36.01 All **weekend** overtime shall be equalized by department amongst those employees on the shift who normally perform the work. A list of all overtime by employee shall be posted weekly with a copy to the Chair. Any overtime which is incorrectly assigned shall be corrected by giving the employee affected the first opportunity to make up the overtime.

All overtime shall be zeroed out on December 31 of each year.

ARTICLE 37

OVERTIME PAY

- 37.01 Any work performed by an employee in excess of eight (8) hours in twenty-four (24) hours (in the case of a five (5) shift per week employee), in any day of his/her regular week will be paid at the rate of time and one-half (1½). Any work performed by an employee in excess of ten (10) hours in twenty-four (24) hours (in the case of a four (4) shift week employee), in any day of his/her regular week will be paid at the rate of time and one-half (1½). Any hours in excess of four (4) overtime hours worked will be paid at double time.
- 37.02 All work performed on Saturday will be paid for at the rate of time and one-half (1½). After eight (8) hours, double time will be paid.
- 37.03 All work performed on Sunday will be paid for at the rate of double time.
- 37.04 All work performed on a paid holiday will be at double time.
- 37.05 The Company agrees to seek volunteers to perform overtime work from those employees who normally perform the work. In the event that sufficient volunteers cannot be obtained, the Company may assign such overtime work to qualified employees who normally perform the work in reverse order of seniority.

For weekend overtime any employee who signs an overtime list and then fails to work the overtime will be credited with having worked twice the number of hours that would have been assigned. This penalty will not apply if the employee has formally notified their supervisor or designate in person before mid-shift on Friday that they are no longer available.

For weekend overtime, absence and lateness notice requirements by the employee will follow the same procedure as for regular shifts. Failure to follow these notice requirements for overtime shift absences or lateness incidents shall result in discipline in accordance with the progressive discipline process.

ARTICLE 38

UNION REPRESENTATION

- 38.01 The Company acknowledges the right of the Union to appoint or elect one (1) Chairperson, three (3) Committeepersons, and four (4) alternates to act in their absence. It is agreed there will be a minimum of one (1) Committeeperson on each shift. If a new shift is created and none of the current four (4) representatives are on the new shift, then the Union may appoint a representative to the new shift.
- 38.02 The Union understands and agrees that each committee person, and in their absence the alternate, is employed to perform full-time work for the Company and that they will not leave his/her work during working hours to perform his/her duties under this Agreement, unless permission is given by his/her supervisor, which permission shall not be unreasonably withheld.
- 38.03 To provide a minimum of interference to production, the parties agree to the following rules of conduct for committeepersons:
- a) Committeepersons will be released during working hours only for the investigation of grievances or to attend a meeting scheduled by the Company.
 - b) If a committeeperson wishes to be released **for investigations and grievances**, they will request permission from his/her supervisor plus the supervisor of the department they are entering of the nature and place of the grievance, such permission will not be unreasonably withheld.
- 38.04 Committeepersons and alternates in the absence of the committeeperson will not suffer any loss of pay for time spent in the plant during the normal working hours in accordance with this agreement.
- 38.05 The Union shall furnish the **Company every quarter**, and update on the current Union representatives.
- 38.06 The parties recognize the value of effective communication between them in order to resolve problems which may develop in the workplace. The Company agrees to meet with the Union committee on a quarterly basis or at such other times as may be mutually agreed to for the purpose of discussing matters of general concern to both parties. The UNIFOR representative and/or the Local Union president may also attend such meetings. In order to foster full and frank discussions at such meetings it is understood and agreed that the discussions held at such meetings will be considered as being on a without prejudice basis. The parties agree to submit to each other a list of items which they wish to discuss at any such meeting at least forty-eight (48) hours in advance of the meeting.
- 38.07 Upon receiving adequate advance notice, the local president and the national representative shall be permitted access to locations specified by the Company at times which are mutually agreed to.
- 38.08 The Company recognizes that it is necessary for the Chair or a representative to leave the plant on occasion to fulfil his/her responsibilities. The Company will endeavour to co-operate in granting unpaid time off on such occasions, provided this does not negatively affect production.

ARTICLE 39

UNION OFFICE

- 39.01 The Company agrees to provide the Union with an office for the exclusive use of the union with office furniture and a telephone. Permission to leave the shop floor will be provided in accordance with Article **38.02**
- The Company and Union agree they will transition to conducting all their business electronically. To that end, the Company will provide a computer with access to the internet.
- 39.02 The Company agrees to provide 2 locked glass enclosed Union Boards to be hung in a mutually agreed upon area. One in Plant 1 and one in Plant 2.

ARTICLE 40

WORK BY SUPERVISORS

- 40.01 Employees who are not subject to the provisions of this Agreement will not perform work normally performed by employees in the bargaining unit except for purposes of instructing employees, or for purposes of experimentation, or in cases of emergency, so long as it would not result in the reduction of regular hours for bargaining unit employees. Under no circumstances will the application of this provision result in a layoff of bargaining unit employees.

ARTICLE 41

TRANSFERS TO SUPERVISORY POSITIONS

- 41.01 Employees who are or have been appointed or selected for a supervisory position, or for any position not subject to the provisions of this Agreement, will not be covered by the provisions of this Agreement. However, if any employee on a seniority list, covered by the Agreement, is transferred or appointed to a position outside of the bargaining unit, and later is transferred back to a position which is covered by this Agreement, then only the seniority which he/she held prior to his/her transfer shall be accredited to them. If the transfer necessitates an employee being replaced, the employee in the plant or division with the least seniority shall be the one replaced. Employees having been employed only in positions outside the bargaining agreement shall, if subsequently employed on a job covered by this Agreement, be considered new employees for the purpose of seniority.
- 41.02 Bargaining unit employees transferred to a non-bargaining unit position after January 13th, 2023 will maintain their previous **seniority for fifteen (15) days** following the transfer. **After fifteen (15) days**, the employee will lose all bargaining unit seniority and if transferred back to the bargaining unit will start as a new hire.

ARTICLE 42

TECHNOLOGICAL CHANGE

42.01 Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and earnings of employees who may be displaced from their jobs as a result of such change.

The Company agrees (as far in advance as possible) but not less than eight (8) weeks before the installation of equipment which will affect employment status to meet with the Union committee and to provide the committee with data regarding the changes being contemplated and the effect of such change.

ARTICLE 43

NEW JOB

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

43.02 New jobs shall be posted within thirty (30) days of start up, and experience gained as a result of temporary assignment will not be considered as qualification on the posting. The job will be awarded in accordance with Article 11 (Job Posting).

ARTICLE 44

SKILLED TRADES

44.01 The purpose of this article is to define skilled trades and all other matters dealing with the skilled trades such as outside contracting (in accordance with Letter of Intent, apprenticeships, planned maintenance and skilled trades training). All other provisions of the Collective Agreement and all related benefits when applicable shall apply to the Skilled Trades except as otherwise expressly provided for in this section.

44.02 **Skilled Trades Classifications**

a) Skilled Trades for the purpose of this Agreement shall be the following classifications:

- Electrician
- Millwright
- Mechanic

b) The parties shall meet and discuss any new skilled trade's classifications that are created during the life of this Agreement.

44.03 **Skilled Trades Seniority**

- a) A separate seniority list for skilled trades will be maintained. Seniority on the seniority list shall be by the trade classification and employees currently in a skilled trade's classification as listed above, will have their full seniority applied to the Skilled Trades, with the ability to fully utilize this seniority in the event of a reduction in force.
- b) Employees that are dual ticketed will carry seniority in only one trade classification, and must be able to hold seniority in that trade classification to remain at work.
- c) New employees entering the skilled trades after the ratification of the 2014 Collective Agreement shall have their date of entry into the skilled trades as their seniority date. These employees will only be able to exercise their seniority in the general group in event of a layoff over junior employees provided they are qualified to do the work.
- d) An employee who has successfully completed an apprenticeship program will have their Skilled Trades seniority date set as of the date of entry into the apprenticeship program and his Company seniority date shall be from their date of hire by the Company.
- e) Employees in the Skilled Trades classifications will be laid off if a reduction in the work force is necessary within their respective classification, on the basis of the date of entry. Probationary employees will be the first to be laid off.
- f) Apprentices will be allowed to go on Block Release if required by the apprenticeship program, provided they give notice pursuant to **15.01**. They will be paid mileage to attend the program at CRA vehicle allowance rate.

44.04 **Skilled Trades Representative**

- a) The Union may appoint and the Company will recognize a Skilled Trade's steward who is a journeyman to deal with the Skilled Trades issues, only if there is no committeeperson as outlined in the Collective Agreement under representation, who is Skilled Trade's person.
- b) The Skilled Trades representative will only represent an apprentice while the apprentice is actively serving as an apprentice. All meetings to discuss apprentice matters shall include the Skilled Trades representative.

44.05 **Definition of Journey person**

The term journey person as used in the Collective Agreement shall mean any person who is certified in a trade.

44.06 **Skilled Trades Council**

The Company agrees to deduct the UNIFOR Skilled Trades Council dues as may be adopted by the UNIFOR Skilled Trades Council, which is currently one-half (1/2) hour per year from those employees who are working as a skilled trade as recognized under **44.02**.

The first deduction will be made from the employee's first pay following completion of the probationary period. Thereafter deductions will be made in January of each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the Union and then forwarded to the Area Skilled Council.

UNIFOR – B.C.H.G.K. Skilled Trades Council 600 Wabanaki Drive
Kitchener, Ontario N2C 2K4

44.07 **Planning**

Plant management shall meet annually to review with the Skilled Trades representative projected workloads, regarding installation, maintenance, fabrication, repair and service work of existing and new equipment. Where possible an agenda will be submitted in advance.

44.08 **Overtime and Skilled Trades**

Employees holding a dual ticket will share overtime in the trade in which they hold seniority and can only work overtime in the dual ticketed trade once all trades in that classification have had an opportunity to work.

44.09 **Trades Licenses**

The Company agrees to pay the trades license renewal fees upon presentation of an original receipt.

44.10 **Tools**

The Company agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed.

44.11 **Tool Allowance**

A tool allowance shall be provided to all maintenance employees on or about June 30th of each year.

Effective Ratification \$950.00

ARTICLE 45

PROTECTIVE CLOTHING WORKWEAR/FOOTWEAR

45.01 **Safety Footwear**

Safety footwear shall be worn by all employees while engaged in working on Company property. Safety footwear will meet the following standards:

- C.S.A. approved footwear
- must be to a height to cover the ankle
- must be puncture proof (green patch)
- must have oil resistant soles

Upon proof of purchase, the Company will pay up **to three hundred and fifty (\$350.00)** dollars for safety footwear, **including shock-absorbing insoles, annually, effective ratification.** No payment shall be made for safety footwear until the employee has completed his/her probationary period and **provided a receipt.**

45.02 **Workwear**

The Company will arrange to supply protective workwear at no cost to its employees. All employees are required to wear the current, Company issued, protective workwear.

Each full-time employee will have eleven (11) sets of protective workwear, up to 5 to be available at any one time; one set in use on the employee, and 5 sets to be cleaned.

Each full-time employee will initially receive a three (3) in one (1) winter coat and one(1) set of leggings. Future replacements will require the employee to return the old winter protective wear to their Manager/Supervisor to be considered for replacement. In the case of a dispute, as to the need for replacement, the Joint Health and Safety Committee will investigate and make a recommendation. **Winter wear to be supplied to all workers by October 31st.**

All protective workwear will be considered Company property and must be kept at the Company.

Rain Gear will be provided for full time outside workers.

ARTICLE 46

NEW EMPLOYEE ORIENTATION

46.01 Union Information for New Employees

Management shall inform the Union of all new hires within the bargaining unit.

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Union representative. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their Union representative and will provide the employee with a copy of the Collective Agreement.

The Company agrees that a Union representative will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the new employees orientation program and as part of his/her plant tour for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Company and the Union.

ARTICLE 47

ADMINISTRATION OF DISCIPLINE

47.01 When an employee is called to a meeting to be suspended or discharged, they shall be accompanied by a committeeperson or alternate. When an employee is called to a meeting to receive either a verbal and/or written warning, he/she upon request may be accompanied by a Committeeperson or his/her alternate.

47.02 No written disciplinary action shall remain against an employee's record for a period longer than fifteen (15) months provided that during that period the employee does not receive any additional discipline of a similar nature.

Similar nature to be defined as two categories: Attendance and Conduct.

The Company will impose discipline within one (1) week of the incident becoming known to the Company, or of when it ought reasonably to have become known.

47.03 Discipline is defined as a warning which is recorded on an employee's file. A copy must be given to the committeeperson.

ARTICLE 48

HEALTH AND SAFETY

48.01 The Company and the Union agree that in accordance with the provisions of the *Occupational Health and Safety Act*, and Regulations pursuant thereto, they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

48.02 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. The Union and the Company agree to actively promote measures to assure the health and safety of all employees.

48.03 There will be a Health and Safety Committee at Con Cast. There will be not more than four (4) Union representatives on the safety committee. The Committee shall meet monthly. During all absences, both parties will recognize a substitute member as designated.

48.04 Right to Refuse Unsafe Work

- a) The parties agree that an employee can refuse to do a job if he/she has cause to believe that it presents a danger to themselves, a co-worker, or plant equipment.
- b) The Company will not take punitive action against an employee who refuses to do such work. If the employee is not involved in the investigation he/she may be assigned to other work in the plant. Reassignment to another position within the plant will not be considered as disciplinary action.

48.05 Disclosure of Information

The Company shall provide the Union and the Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

48.06 The Union certified health and safety representative shall be allowed to accompany Government Inspectors (Health and Safety or Environment) on an inspection tour and to speak with the inspector out of earshot of any other person.

ARTICLE 49

VACATIONS WITH PAY

49.01 Each employee on their anniversary date will be entitled to a vacation with pay in accordance with the following schedule.

Effective Ratification

- a. Employees must have one year of service before they are entitled to any vacation days in accordance with the ESA.
- b. more than one (1) year but less than four (4) years' continuous service, two (2) weeks' vacation with pay at 4% of their gross earnings;
- c. more than four (4) years' but less than nine (9) years' continuous service, three (3) weeks' vacation with pay at 6% of their gross earnings;
- d. More than nine (9) years' but less than nineteen (19) years continuous service, four (4) weeks' vacation with pay at 8% of their gross earnings.
- e. More than nineteen (19) years continuous service, five (5) weeks' vacation with pay at 10% of their gross earnings.

Gross earnings include regular earnings, overtime earnings, shift premium, statutory holiday pay, bereavement leave pay and jury duty pay WSIB weekly payments but excluding lump sum payments and NEL type payments.

49.02 Vacation pay will be computed from July 1 to June 30 and paid the first pay period in July. However, any employee may request with two (2) weeks' notice, their vacation pay prior to June 30. Only three (3) requests per calendar year are permitted. Vacation pay cheques will be paid out on separate cheques based on an employee's entitlement. In the event of a scheduled vacation plant shutdown, affected employees may have an additional request for vacation pay.

49.03 The Company will have meaningful discussion with the committee when determining how many employees will be allowed on vacation in each area during the vacation year. After which, we will jointly review the allocation of the vacation requests submitted prior to the deadline.

Full weeks' vacation request will take priority over partial weeks and single days.

Employees must submit their vacation request forms to the Company by March 31 of each year and the Company agrees to answer their request by April 30 of the same year.

Anyone not receiving vacation, as noted on their request form, will be allowed to choose another week from the available spaces prior to posting the schedule. Re-selection will be made based on seniority. Once the posting is issued vacation requests will be handled on a first-come-first- served basis and subject to the discretion of the company.

For vacation purposes only, "area" at Con Cast means: Dry Cast, Wet Cast, Maintenance, Yard and Coring/Fitting/Repair.

ARTICLE 50

HOLIDAY PAY PLAN

50.01 The following shall be recognized as holidays to be paid for at the regular straight time hourly rate.

- | | |
|-----------------------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day – July 1 st | Civic holiday |
- Three (3) floaters to be taken as part of the Christmas shutdown:
 2023 – Dec 27,28,29
 2024 – Dec 27,30,31
 2025 – Dec 29,30,31

or days celebrated in lieu thereof, regardless of the day on which it falls.

50.02 If an employee works on any of the said holidays, they shall be paid at the rate of double time for all hours worked.

50.03 An eligible employee who is absent from work for the scheduled shift before or the scheduled shift after a holiday will not receive holiday pay unless the absence is for a valid reason acceptable to the Company.

A doctor's note must be provided within one week of the absence that falls the day before or after a statutory holiday. Payment for the holiday pay will be rendered following receipt of a medical note covering the lost time.

It is acknowledged that the current method of administration of holiday pay (the regular monthly amount of wages actually earned for the month preceding the holiday divided by 20) is the correct method of calculating holiday pay for one day. However, if the employee is recalled at any time in the month of January, they will receive full holiday pay for January 1st.

50.04 If any of the above holidays fall or are observed during an employee's vacation, they shall receive an extra day's vacation with pay at the end of his scheduled vacation period, or prior to vacation. The above shall be by mutual agreement.

ARTICLE 51

BENEFITS

- 51.01 See schedule "A"
- 51.02 **RRSP Plan**
 - See schedule "A"

ARTICLE 52

SUBSTANCE ABUSE

- 52.01 The Company will continue the existing EAP program.

ARTICLE 53

NATIONAL DAY OF MOURNING

- 53.01 The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.
- 53.02 The Company also agrees to allow employees one (1) minute of silence at 11:00 a.m. on November 11th of each year in observance of Remembrance Day.
- 53.03 The Company also agrees to allow employees one (1) minute of silence at 11:00 a.m. on December 6th of each year in observance of the National Day of Remembrance and Action on Violence against Women in Canada.

ARTICLE 54

CLASSIFICATIONS AND WAGES

- 54.01 The Company will pay employees according to the wage and classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

ARTICLE 55

WAGES

- 55.01 See Schedule "B".

ARTICLE 56

DURATION OF AGREEMENT

56.01 This Agreement shall be effective from the 13th day of January 2023, to and including the 12th of January 2026. Either party shall be entitled to give notice in writing to the other party as provided in the *Labour Relations Act* of its desire to bargain with a view to the renewal of the expiring collective agreement at any time with a period of 90 days before the expiry date of the agreement.

FOR THE UNION

FOR THE COMPANY

Larry Breese

Greg Sebastiano

Winston Morgan

Scott Carson

David Martin

Brian Edwards

Zane Kennedy

Matt Gadoury

Jerry Escott

Tyson Siddall

LETTERS OF INTENT

1. Prior to contracting out work or utilizing sub-contractors in the plant the Company will inform and discuss any intention to sub-contract work with the Union Chairperson. The Company agrees to give priority to their employees providing the required work can be completed by a qualified employee, in a timely and cost effective manner.
2. The Company will install and maintain a dedicated phone extension for employees to access job postings.
3. The Company will implement a direct deposit pay system.
4. During the three (3) year term of the 2023-2026 Collective Agreement, the four (4) members of the Health and Safety Committee who are not already certified will be provided with forty (40) hours paid time to attend the WHSC Level 1 course. Course date to be arranged within the first three (3) months of appointment.
5. During recent negotiations the parties agreed that overtime would be equalized in accordance with the chart attached hereto as Schedule "D". This method may be changed by mutual agreement. Overtime equalization shall be done in accordance with Schedule D.
6. Bumping shall be in accordance with Schedule E.
7. The Company will support assigning labourer work as follows:

For the periods between one (1) work week and thirty (30) days – the Supervisors will ask the senior labourer in the department if they wish to volunteer. In the absence of volunteers the supervisor will assign the work to the junior labourer in the department.

Notwithstanding the above, for periods shorter than one week, the Supervisor will assign work as they see fit based on the circumstances.

Where there is a requirement for a labourer for periods in excess of thirty (30) days, the position will be offered in order of seniority to labourers on a plant wide basis. Any subsequent vacancy caused by filling the initial vacancy will be filled as the Company determines in accordance with its requirements.
8. If there are payroll errors in the amount under one hundred dollars (\$100.00), they will be corrected on the next pay period. Errors in an amount in excess of one hundred dollars (\$100.00) will be corrected the next day and sent for direct deposit in the employee's account.
9. The parties recognize that female employees may sometimes need to discuss with other woman matters such as violence or abuse at home or workplace harassment.

They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues. The Employer will provide the employee with time required to handle these issues.

For this reason, the parties agree to recognize the role of Unifor Women's Advocate in the workplace. The Women's Advocate will be determined by the Union amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary. The Employer will provide time and a confidential space for the Advocate to deal with these matters. The Union will provide training with the employer releasing the Advocate from work to attend.
10. The Company and Union agree to establish a weekly meeting between the Union Chairperson and a representative from the Company with the shared objective of increasing flexibility, department/area clarification, new job postings created by combining jobs, layoffs and recalls by seniority and skills/ability training opportunities. These meetings will continue for the life of this agreement (January 12th, 2026). The union committee will be provided with thirty (30) minutes to meet once a week after Company/Union meeting for the chairperson to inform the Committee of any proposals and to obtain feedback from the Committee. Furthermore, in the event that there are significant changes to the current language in the collective agreement, then union will present the proposed changes to the membership for discussion and approval. Failing approval, the language in this current collective agreement, shall remain in effect.
11. The Company will grant leave and pay the Union Chairperson 1.5 hours per day to handle Union business and the Union Committee persons 1 hour per week, to meet as a committee. This time is separate from grievances, investigations or other meetings referred to in the Collective Agreement.

LETTER OF UNDERSTANDING

Expedited Recall

During the period of time the recall procedures under section 9.06 are being implemented the company has a need to temporarily backfill the vacant positions. To resolve this problem the company and the union agreed to the following recall procedure:

- All employees will be responsible to provide the company with a current and accessible phone listing
- The company will determine the number of employees to be recalled and send out registered letters in accordance with recall procedure.
- In the presence of the plant chairperson, the company will phone the laid off applicable employees in order of seniority.
- In the event such employees are not available to return to work within 24 hours or cannot be contacted, the company will continue to phone applicable employees beyond the employees who have been sent written notices until an employee is available to return to work within 24 hours on a temporary basis to back fill for permanently recalled employees.

Laid off employees who refuse to return to work for the temporary backfill position or were unable to be contacted for the expedited recall will not lose their seniority rights or normal recall rights.

Employees who return to work for the temporary backfill position under the expedited recall procedure and subsequently laid off will not be entitled to additional notice periods or additional benefit entitlement.

SCHEDULE "A"
BENEFITS

The Employer shall pay one hundred (100%) percent of the premiums towards the following benefits. Employees shall take such benefits subject to the terms and conditions of the insurance plan document which shall be made available to the Union upon request.

Life Insurance and AD&D	\$44,000.00 effective ratification; \$45,000.00 effective January 13, 2021; \$46,000.00 effective January 13 2022. If the Insurance Carrier will make it available, employees may at their own expense, purchase dependent coverage by payroll deduction.
LTD	70% of monthly earnings to a maximum of \$3,500.00 per month available for employees with a minimum of one year of service to age 65.
Dental Plan	Routing care plan no deductible, yearly maximum Effective Ratification \$1,900.00 Effective January 13, 2021 \$2,000.00 Effective January 13, 2022 \$2,100.00 Effective date of ratification the 2019 O.D.A. Fee Schedule will be provided. Effective January 13, 2021, the 2020 O.D.A. Fee Schedule will be implemented. Effective January 13, 2020, the 2021 O.D.A. Fee Schedule will be implemented. Dental implants may be purchased from the annual amount. Effective date of ratification the Company will provide coverage for dentures, orthodontics, crowns and bridge work on the basis of 50/50 Co-pay to a maximum of \$1,700.00 per family per year. January 13, 2021 annual maximum \$1,750.00 January 13, 2020, annual maximum \$1,800.00.
Extended Health Care	See booklet. \$25.00 deductible. \$600.00 per provider. Normal customary" standard shall be in effect for ALL services. Drug Plan: <ol style="list-style-type: none">1. Mandatory generic drugs2. Formulary – no new drugs shall be added to the list of drugs contained in the Formulary in effect on May 6, 2017.3. There shall be a cap on dispensing fee of \$9.00.4. The Employer has the right to introduce an ASO system, if it chooses to
Vision Care	Effective Ratification \$455.00 every 24 months and Eye Examinations will be covered to a maximum of \$95.00 every 24 months.
Retirement Savings Plan	For employees with one (1) year of service, the Employer will match employee contributions to a maximum in accordance with Schedule "C". Employees may elect to make additional contributions. There will be no obligation on the Company to contribute in the event of any withdrawal by the employee, for a period of two years. All those currently excluded must complete the steps necessary for reinstatement. For any employee who has not withdrawn any mandatory contributions from the Retirement Savings Plan for three (3) consecutive years, and who has twenty (20) years of service, the Company will contribute 8.25% and the employee will contribute 5.25% effective on the date of ratification.
Short Term Disability	Employees shall pay by the way of payroll deductions 50% of the premiums to provide weekly indemnity coverage of 70% of average weekly earnings to a maximum of \$825.00 per week on the basis of 1 st day of hospitalization, 1 st day of disability, 4 th day of illness, to a maximum of 17 weeks. The Employer will pay the other 50% of such premiums. SunLife will administer these claims with reasonable and customary adjudication. Long-Term Disability (LTD) will start following the expiration of the Short-Term Disability (STD) period. Custom Earplugs. The Company to supply custom fitted earplugs on a 50/50 cost share basis one time per three (3) year term of the Collective Agreement.

SCHEDULE "B"
WAGES

Classification	Rate Changes	4.5%	4.00%	3.50%
		Rate Jan 13/2023	Rate Jan 13/2024	Rate Jan 13/2025
1 st 240 hours Probation	Rate 1	24.72	25.71	26.61
2 nd 240 hours Probation	Rate 2	27.13	28.21	29.20
Labourer	Rate 3	29.55	30.73	31.81
Skilled Labourer	Rate 4	30.89	32.13	33.25
Operator	Rate 5	32.19	33.48	34.65
Certified Mechanic	Rate 7	46.00	47.84	49.51
Certified Millwright	Rate 7	46.00	47.84	49.51
Certified Electrician	Rate 7	46.00	47.84	49.51
App Yr 1		32.80	34.11	35.31
App Yr 2		35.07	36.47	37.75
App Yr 3		36.78	38.26	39.59

Student rate will be 70% of the labourer's rate.

By Appointment: Lead hand rate of \$1.00/hour above the rate of the highest rate in group being supervised.

The Company reserves the right to establish the quota of persons required in each classification.

- Rate 1** All employees within **the first two-hundred and forty hours** worked of probationary employment.
- Rate 2** All employees within **the second two-hundred and forty hours** worked of probationary employment.
- Rate 3** Labourer (**After 480 hours worked** the employee shall move to Rate 3) - Assists in operations but does not operate machinery for a period greater than 2 hours of their normal shift, except while in training.
- Rate 4** Skilled Labourer (Entry into this classification is by posting) - May be required to operate machinery for a period greater than 2 hours of their normal shift, but not full time. Possesses specific skills and abilities necessary to perform their job.
Employees performing rework to modify or finish cored manholes will be paid the Skilled Labourer rate.
- Rate 5** Operator - Is required to operate machinery or welding full time in the performance of their job. Is held accountable for a specific function that is deemed to be skilled and may be performed by two or more persons.
- Rate 6(a)** Lead Hand - Is responsible for their department or their specifically assigned area. Deemed to possess leadership qualities. Is responsible without exception for safety, quality, and efficiency in their specific department. Must possess decision-making ability. Is held accountable for their department or area. These positions are filled by appointment.
- Rate 7** Specialty Trades - Tradesmen that are deemed necessary in the performance of their job. Must possess complete and absolute skill and ability related to trade which employee is employed.

SCHEDULE "C"
EMPLOYER/EMPLOYEE CONTRIBUTIONS TO
RETIREMENT SAVINGS PLAN

Service	Company	Employee
0 - 1 Year	Ø	Ø
1 Year and over	4.5	3.5
5 Years and over	6.0	5.0
10 Years and over	7.25	5.25
*20 years and over	8.25	5.25

*See schedule "A" for conditions.

SCHEDULE "D"
OVERTIME EQUALIZATION

AREAS - DRY CAST
WET CAST YARD
REWORK/CORING/FITTINGS
MAINTENANCE

Week Starting:

Ee's Hrs

Overtime Need			
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Seniority#	Seniority Dt	Employee Name	YTD Hours Prev Week	TUE SDAY			to following	MONDAY			Total Weekly Hours	Total YTD Hours
				In Avail'y Y/N	Out of Dept Y/N	Hours Charged		In Avail'y Y/N	Out of Dept Y/N	Hours Charged		

IF YOUR NAME IS NOT ON THE LIST PLEASE ADD BELOW INCLUDING YOUR DEPARTMENT AND SENIORITY DATE

EMPLOYEES MUST REVIEW EQUALIZATION SHEETS WEEKLY AND BRING FORWARD ANY ISSUES ON A WEEKLY BASIS

SCHEDULE "D"
OVERTIME AND OVERTIME EQUALIZATION

OVERTIME SIGN-UP

1. Overtime sign-up sheet will be posted weekly on Monday morning.
2. Overtime sign-up sheet will be taken down Thursday morning.
3. Supervisors will scan their sign-up sheets to the G:\Operations\HR\OT EQUALIZATION\2014 OT Sign-up Sheets
4. All Yes's indicate your commitment to work overtime if no initial that will be considered a NO
5. Employees must honour department overtime requirements before working outside of department.
6. Absences are automatically considered a 'No' for availability.

WEEKDAY OVERTIME

1. Overtime will be offered to those employees that have signed up for overtime and who normally perform the work.
2. When not enough people have signed yes for overtime and more manpower is required, the Supervisor will review the scanned sign-up sheets on the G: drive for out of department overtime.
3. The supervisor will offer the overtime to the most senior employee in the area with the skill and ability that signed up for out of department overtime prior to assigning overtime.
4. If there are insufficient volunteers in the area, the supervisor will then offer the overtime to the most senior employee on the property with the skill and ability that signed up for out of department overtime prior to assigning overtime.
5. In the event that sufficient volunteers cannot be obtained from the property, the company will assign such overtime work to qualified employees who normally perform the work in reverse order of seniority as per article 37.05
6. Overtime worked during the week is not equalized.

WEEKEND OVERTIME

1. Overtime will be offered to those employees that have signed up for overtime and who normally perform the work in reverse order of overtime hours (the least number of weekend overtime hours, is offered overtime first, provided they have the skill and ability)
2. When not enough people have signed yes for overtime and more manpower is required, the Supervisor will review the scanned sign-up sheets on the G: drive for out of department overtime.
3. The supervisor will offer the overtime to the most senior employee in the area with the skill and ability that signed up for out of department overtime prior to assigning overtime.
4. In the event that there is insufficient volunteers in the area, the supervisor will then offer the overtime to the most senior employee on the property with the skill and ability that signed up for out of department overtime prior to assigning overtime.
5. In the event that sufficient volunteers cannot be obtained from the property, the company will assign such overtime work to qualified employees who normally perform the work in reverse order of seniority as per article 37.05
6. Weekend overtime will be equalized by department.

WEEKEND OVERTIME EQUALIZATION

1. Weekend overtime will be allocated and equalized by department Dry Cast, Wet Cast, Yard, Maintenance, Rework/Coring/Fittings
2. Overtime will be charged if requirements require the absent person to participate.
3. Employees are charged for all hours worked in their department.
4. Employees are not charged for hours worked outside of department or Area. The person who is unavailable or refuses is charged the hours worked.
5. If an Employee backs out of committed overtime, they will be charged double the hours on Saturday and Sunday that they would have worked, however, if the Company does not assign weekend overtime by Friday mid shift, the employee will not be charged hours refused.
6. Probationary employees will not be asked to work overtime until the bargaining unit has been exhausted.
7. Supervisors will average weekend overtime hours for new employees or employees who have been off work for an extended period into the department when required.
8. Completed weekend equalization forms to be posted every Monday.

SCHEDULE "E"
IN PLANT BUMPING

May 5,2008

UNIFOR 1917 Negotiations Re: In Plant Bumping

Lift Truck Operator; Machine Operator; Crane Operator; Skilled Labourer; and Maintenance all bump directly to the Labourer classification. There is no bumping across classifications.

The path of bumping is:

Seniority within classification

- Classification within Department to junior seniority position
 - Classification within Area to junior seniority position
 - Classification within Plant to junior seniority position
 - Labourer classification to junior seniority position

SCHEDULE "E"

AREA A	
PPP DEPT	PP2 DEPT
VUP1 DEPT	VUP2 DEPT

AREA B	
BEND/MESH/WELDING DEPT	MH MESH DEPT
MBK DEPT	

AREA C	
WC POUR DEPT	WC BUILD DEPT
WC STEEL DEPT	WC PREBENCH DEPT
WC REWORK/REPAIR DEPT	

AREA D	
TIPOUT DEPT	LOAD/YARD/SWEEP DEPT

AREA E	
FITTINGS DEPT	CORING/REWORK DEPT
PREBENCH DEPT	REPAIR DEPT

AREA F	
MATERIAL HANDLING DEPT	RECEIVING/STORES DEPT

AREA G	
MAINTENANCE	

SCHEDULE "E"

AREA A Departments

PPP PP 2
VUP 1
VUP 2

AREA B Departments

Bend/ Mesh/Welding MH Mesh
MBK

AREA C Departments

Wetcast Pour
Wetcast Build
Wetcast Steel
Wetcast PreBench
Wetcast Rework/Repair

AREA D Departments

Tip Out
Load/Yard/Sweep

AREA E Departments

Fittings Repair
Coring/Rework Prebench

AREA F Departments

Material Handling
Receiving/Stores

AREA G Departments

Maintenance