

COLLECTIVE AGREEMENT

Between

**WEATHERSTRONG BUILDING PRODUCTS,
A DIVISION OF KAYCAN LTD.**

- and -

UNIFOR AND ITS LOCAL 4266



Effective January 1st, 2021 to December 31st, 2023

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ARTICLE 1: PURPOSE

- 1:01** The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement and to secure prompt disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work, and to provide fair and equitable wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer and the Union to co-operate fully for the advancement of these objectives.
- 1.02** In this Agreement, "continuous service" shall mean service in the employ of the Employer without a break for any cause other than granted leave of absence, recognized illness, or layoff which is not in excess of the time provided in the seniority section of this Agreement.

ARTICLE 2: RECOGNITION

- 2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Weatherstrong Building Products Limited in the Town of Smiths Falls save and except foremen, persons above the rank of foremen, office staff and students employed during the school vacation period.
- 2.02** **All attempts have been made to use language that is gender neutral throughout this Collective Agreement. Accordingly, language that identifies the person shall read as "they, them, their" as applicable and shall be read as the singular or in the plural based upon the context of the original language.**

ARTICLE 3: MANAGEMENT RIGHTS

- 3:01** The management of the company and its operations and the direction of the employees are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline, efficiency and customer service and, in connection therewith, to make, alter, and enforce reasonable rules and regulations, policies and practices to be observed by its employees and to discipline and discharge non-probationary employees for just cause;
 - b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall, select employees for positions excluded from the bargaining unit and/or retire employees;

- c) Determine the location of operations, the schedule of operations, the number of shifts; determine the methods of providing services, determine job content, reasonable quality and quantity requirements, the qualifications of an employee to perform any particular job; equipment used and to use new or improved methods and equipment, determine employee work schedules, the number of employees needed at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked.

3:02 The Employer agrees that it will not exercise its function in a manner inconsistent with the provisions of this Agreement.

3:03 The Employer agrees that no person other than bargaining unit personnel will perform that work which is normally performed by bargaining unit personnel except in the following cases:

- Experimentation and investigation
- Training and instruction
- And to relieve for absenteeism after all efforts have been made to find replacements, including calling in those on off shift or days off.
- And to relieve for lunches and breaks but only when bargaining unit employees are not available in the plant for such relief.

ARTICLE 4: RELATIONSHIP

4:01 There shall be no strikes or lockouts during the term of this Agreement. "Strikes" and "lockouts" shall be as defined in the Ontario Labour Relations Act, 1995.

4:02 It is agreed that the Union and the employees will not engage in union activities during working hours or hold unauthorized meetings at any time at the workplace of the Employer.

ARTICLE 5: UNION SECURITY

5:01 It is agreed that all non-probationary employees employed as of the date of the signing of this Agreement shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.

- 5:02** All employees hired on or after the date of the signing of this Agreement, who have completed their probationary period, shall become Union members as a condition of employment, and maintain such membership in good standing for the duration of this Agreement.
- 5:03** The Employer agrees to deduct from the pay of all employees covered by this Agreement, initiation fees and dues and to remit same, monthly, to the Secretary-Treasurer of the Local Union no later than ten (10) days following the month end.
- 5:04** The amount of current initiation fees and monthly dues shall be certified to the Plant Manager by the Treasurer of the Local Union. Any changes, whether temporary or permanent, requested by the Union shall be made in writing to the "Plant Manager, and shall be adjusted one (1) month after said notification is received.
- 5:05** The monthly remittance shall be accompanied by a statement showing the name of each employee, their classification, their total regular wages and the total amount of Union dues deducted for the month.
- 5:06** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 6: REPRESENTATION

- 6:01** The Employer acknowledges the right of the Union to appoint, elect or otherwise select up to three (3) bargaining unit employees to represent the Union as shop stewards for the purpose of representing employees in the handling of complaints and grievances. One of these shop stewards shall be designated Unit Chairperson of the group.
- 6:02** The Employer shall be notified, in writing, by the Union, of the names of the Union stewards and Unit Chairperson and the Employer shall not be required to recognize any Union steward until it has **been** so notified.
- 6:03** The Union acknowledges that Union stewards have regular duties to perform as employees of the Employer and therefore will not leave their regular duties to perform Union-related tasks without first obtaining permission from their immediate supervisor, or in their absence, the permission of the Plant Manager or their designate. Such permission will not be unreasonably withheld.

- 6:04** The Employer agrees to recognize a Union Negotiating Committee composed of not more than two (2) employees and the Local Union Representative/National Representative. Employees who are members of this Committee will be granted **paid** leave to attend negotiation meetings with the Employer.
- 6:05** Should the Union wish to meet with the Employer to discuss any topic within the scope of the Collective Agreement, other than grievances or collective bargaining negotiations, the Union shall forward the request to the Plant Manager of his designated for a reply.

ARTICLE 7: GRIEVANCE PROCEDURE

7:01 Step 1

If an employee or group of employees (hereinafter referred to as "the grievor") has a grievance relating to the interpretation, application or alleged violation of this Agreement, there will be no interruption of work and the grievor, who may be accompanied by his/her Steward, shall first discuss the grievance with the grievor's Shift Foreman. Such discussion must take place with five (5) working days after the event giving rise to the grievance or with five (5) working days after the grievor should reasonably have had knowledge of the circumstances giving rise to the grievance.

Step 2

Should the grievor be dissatisfied with the Shift Foreman's disposition of the complaint, he may, with the assistance of the Union Steward and Unit Chairperson, file a written grievance with the Department Manager within five (5) working days of the response of the shift foreman. The Department Manager shall respond to the grievance in writing three (3) working days of receipt of same.

Step 3

If a satisfactory settlement is not reached at Step 2, the Union shall, within ten (10) days after the written Step 2 response has been issued, contact the Plant Manager to arrange a meeting between the **Plant Manager**, and any other management representative they may designate, and the Unit Chairperson, and any other Union representative they may designate. The Plant Manager shall respond to the grievance in writing within five (5) working days after the conclusion of the meeting.

- 7:02** Should the Company or the Union have a grievance, said grievance will commence at the above mentioned Step 3.

- 7:03** If final settlement of the grievance is not reached at Step 3, and if the grieving party wishes to proceed to arbitration, that party will advise the other party, in writing, within fifteen (15) working days after the Step 3 response has been issued, of its desire to submit the grievance to arbitration, by submitting a list of three (3) arbitrators for consideration. If none of the three (3) are chosen, then the other party shall within fifteen (15) working days of the receipt of the first list, submit a list of three (3) different arbitrators for consideration. In the event that the **parties** are unable to agree on an arbitrator, they may request the Minister of Labour to appoint an arbitrator.
- 7:04** The arbitrator shall not be authorized nor assume jurisdiction to alter or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 7:05** If at any time it is found necessary to refer a question to arbitration, the Company and the Union shall jointly bear the cost of the arbitrator on an equal basis.
- 7:06** Saturdays, Sundays, and holidays are excluded from the calculations of "working days" in this Article. The time allowances provided in this Article may be extended by mutual agreement between the parties in writing. Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been abandoned.
- 7:07** Notwithstanding the provisions of this Article to proceed to arbitration, the parties may mutually agree to utilize sec 49/50 OLRA (MED/ARB) procedure to resolve any grievance.

ARTICLE 8: DISCHARGE AND DISCIPLINE

- 8:01** No employee who has completed their probationary period shall be discharged, suspended, or disciplined in any way except for just cause. The question of whether just cause exists may be the subject of a grievance.
- 8:02** When an employee is invited to a disciplinary interview with a management representative, such employee shall be accompanied by a Union Representative, unless otherwise requested by the employee.

8:03 Any employee who is disciplined or discharged by the Company shall have the right to grieve the discipline or discharge within five (5) working days after the employee receives notice of such discipline or discharge, and the matter shall be dealt with commencing at Step 2 of the Grievance Procedure.

8:04 Saturdays, Sundays and holidays are excluded from the calculation of "working days" in this Article.

ARTICLE 9: HOURS OF WORK AND OVERTIME

9:01 It is understood and agreed that this Article is intended to provide the basis of a work week and shall not constitute a guarantee of hours of work per day or per week, number of days per week nor as a guarantee of work schedules.

9:02 All normal hours of work shall consist of eight (8) hours in a day shift or forty (40) hours per week and eleven and a half (11 1/2) hours in a day and eighty and one-half (80 1/2) hours per two (2) weeks.

a) 8 hours shift

- i. The day or first shift shall mean any shift which starts at 06:00 up to and including 09:00
- ii. Afternoon or second shift shall mean any shift which starts at 15:45
- iii. The night or third shift shall mean any shift which starts at 23:45

b) 12 hours shift

- i. 07:45 - 20:00 hours
- ii. 19:45 - 08:00 hours

9:03 One and one-half (1 1/2) times an employee's regular hourly base rate of pay shall be paid for all hours worked in excess of an employee's regular work day and weekly scheduled hours of work.

9:04 Overtime will be assigned in the following order:

- i. First, to those within the classification on the basis of seniority and the employee's ability to do the work required. If there are no employees within the classification willing or available to work the required overtime then:
- ii. Next, to those outside the classification within the work group(s), (paint line, slitter, maintenance, shipping, general labour) on the basis of seniority and ability to do the work. If there are no employees within the work group willing or available to work the required overtime then:

- iii. Next, to those plants wide on the basis of seniority and ability to do the work.

The rate of pay for said overtime work will be 1.5 X the rate of pay for the job to be performed. It is further understood and agreed the employees will not be offered overtime either immediately preceding or following a twelve (12) hour shift.

9:05 a) When an employee is called back to work, after the end of their regular shift or on their scheduled day off, the employee will be guaranteed a minimum of four (4) hours of work.

b) When an employee reports to work on their regularly scheduled shift and is not permitted to work due to factors beyond their control, without having received prior notice, they shall be guaranteed a minimum of four (4) hours of work or pay in the event that no work is available.

9:06 There shall be no pyramiding of overtime or other premiums provided for in this Agreement.

9:07 When an employee is requested to work a minimum of four hours overtime at the end of their regularly scheduled shift they shall be entitled to a fifteen (15) minute paid break prior to the commencement of the overtime. This break shall be paid at overtime rates.

9:08 Only hours actually worked on a holiday identified in Article 10 will be included in the Employee's total weekly hours for the purpose of calculating overtime.

9:09 Should the Employer decide to change an employee's shift or starting time, the Employer will give the employee at least forty-eight (48) hours notice of the change, save and except for emergency situations.

ARTICLE 10: HOLIDAYS

10:01 The Company acknowledges the Recognized Holidays listed below as holidays with pay for which employees will be paid eight (8) **hours** pay at their regular rate, who normally work an eight (8) hour shift and eleven and one-half (11 1/2) **hours** pay at their regular rate for those employees who normally work an eleven and one-half (11 1/2) hour shift: If two (2) or more employees apply for the same time off, seniority shall govern.

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and one (1) floater to be taken by mutual agreement subject to 2 weeks' notice.

- 10:02** A full-time employee must work the day before and the day after the holiday, according to their work schedule, unless absent on authorized leave.
- 10:03** Due to the nature of continuous operation, when an employee must work during a designated paid holiday, they shall receive payment equal to time and one-half their regular hourly rate for the hours worked, plus a day, (2 1/2) regular rate of pay.

The Employer will endeavour whenever production requirements allow to shut the plant for the above holidays and shall post their intent with regard to the designated holiday fourteen (14) days in advance of said holiday.

ARTICLE 11: VACATIONS

- 11:01** An employee who has ceased to be employed by the Employer before receiving their vacation pursuant to the provisions of this Article, shall receive vacation pay in accordance with provisions of this article. Vacations entitlement for full-time employees is as follows:

Less than one (1) year (to be taken only after the completion of one year of service): One (1) day for each month worked, to a maximum of two (2) weeks vacation pay equal to a maximum of four percent (4%) of gross earnings.

One (1) year - less than five (5): Two (2) weeks - 4% of gross earnings

Five (5) - ten (10) years: Three (3) weeks - 6% of gross earnings

Ten (10) - **seventeen (17)** years: Four (4) weeks - 8% gross earnings

After **seventeen (17)** years: Five (5) weeks - 10% of gross earnings.

If an employee achieves five (5), ten (10), **seventeen (17)** years of service during a "vacation year" as defined in article 11.06, entitlement to the next respective level of vacation entitlement as described in this article 11.01 will not begin until the following vacation year."

- 11:02** The employer agrees to post a vacation schedule for the next vacation year on the bulletin board on or before January 30th of each year. The schedule will be posted until February 28th during which time employees will indicate their vacation date preference. A complete vacation schedule shall be posted by April 15th of each year.
- 11:03** Vacation must be taken at such times as are approved by the Employer having regard to the need to maintain staffing and customer service levels. Without limiting the generality of the foregoing, where two (2) or more employees on the same shift

request the same vacation period and the Employer decides to grant only one employee's request, seniority will govern in the allocation of the vacation period.

- 11:04** Employees who do not request a vacation Under 11:02 shall submit their requests for vacation in writing at least four (4) weeks prior to the date they wish to commence their vacation. If an employee fails to register for a vacation or fails to exhaust their vacation entitlement by December 1 of any year, the Employer may choose the time that the employee must take the vacation. This vacation will be given between December 1st and January 30th of the following year. Vacation periods cannot be transferred or accumulated.
- 11:05** An employee may not schedule more than two (2) weeks of consecutive holidays.
- 11:06** A vacation year begins January 1 of one year and ends December 31 of the same year.
- 11:07** Vacation pay will be paid by direct deposit on the payday immediately preceding the employee's scheduled vacation only if the employee specifically so requests. Otherwise the employee will receive their vacation pay on the regularly scheduled pay day. Employees are not allowed any payment in lieu of vacations.

ARTICLE 12: SENIORITY

- 12:01** Seniority shall be defined as length of continuous uninterrupted service, within the bargaining unit. An interruption in service shall be defined as any leave not authorized by the provisions of the Collective Agreement or legislatively provided for, subject to the provisions of Article 12:02.
- 12:02** Newly hired full-time employees shall serve a probationary period of **five (5)** months of continuous work. Probationary employees shall have no seniority rights during this period. Upon successful completion of the probationary period, the employee shall have their seniority dated back to the start date.
- 12:03** During the probationary period an employee shall be considered as being employed on a trial basis and may be dismissed and/or disciplined at the sole discretion of the Employer, as long as such discipline or dismissal is administered in good faith, nondiscriminatory or non-arbitrary manner.

12:04 It shall be the responsibility of each employee to notify the Employer promptly, in writing, of any change of address or telephone number. Failure to do so, alleviates the Employer from any responsibility for failure of any notice to reach said employee.

12:05 An employee's seniority and employment shall be deemed to have terminated if they:

- a) Resigns from their employment with the Employer;
- b) Retires;
- c) Is discharged for just cause;
- d) Fails to report for work or notify their immediate supervisor of their intention to return to work within **four (4)** working days of notice of delivery of a recall notice sent by registered mail from the Employer following a layoff; or fails to report for work on the date and at the time specified in the notice;
- e) Fails to return to work on the date agreed upon after the completion of a leave of absence without notifying their immediate supervisor with reasonable explanation;
- f) Uses an approved leave of absence for a purpose other than that given as the reason for the leave;
- g) Is absent without permission for a period of three (3) days without notifying their immediate supervisor and providing a written reasonable explanation; or
- h) Is on layoff for a period of twelve (12) consecutive months.

12:06 The Employer agrees to maintain a seniority list, to update this list every six (6) months, and to forward copies of the list to the Union and to post the list on its bulletin boards around the plant. Employees shall be listed in order of their seniority date. In the case of identical seniority dates, position on the seniority list shall be determined by means of a draw administered by the Union.

12:07 All job vacancies shall be posted for five (5) days (Saturday, Sunday and recognized holidays excluded) to allow employees to make an application. In determining applications for a vacancy, the Employer will consider skills, ability, and qualifications of the applicants. Where these factors are equal, the employee with the greatest seniority will be given preference.

12:08 When a job vacancy has been filled, the Employer will post the name of the representative within a six (6) day period (Saturday, Sunday and recognized holidays excluded). During the first sixty (60) calendar days worked by the successful applicant, the applicant may elect to return to their former job or the Employer may elect to return the applicant to their former job. Should there be a dispute as to the Employer's decision, such dispute shall be subject to the Grievance Procedure.

The successful application for a vacancy may not be eligible to apply for another vacancy for a period of one (1) year from the date of the preceding vacancy.

- 12:09** Employees whose jobs are to be eliminated shall be notified of their layoff in writing and a copy of this notification shall be forwarded to the Union. The affected employee shall be permitted to bump the junior employee in a classification for which the employee has the skills, ability, and qualifications. Any employee who wishes to exercise their bumping rights must inform the Employer, in writing within forty-eight (48) hours of receipt of their notice of layoff.
- 12:10** There shall be no layoff of employees with seniority until all probationary employees have been laid off, except where it is necessary for the Employer to retain a probationary employee to fill a position which employees with seniority do not have the skills, ability and qualifications to perform the job.
- 12:11** Employees shall be recalled from layoff in order of seniority, provided that the senior employee being recalled has the skills, ability and qualifications to perform the job.
- 12:12** The Employer and the Union agree to discuss the work assignments of any employee returning to work who requires accommodation.
- 12:13** An employee shall accumulate seniority during an absence due to illness or injury proven by written medical evidence, for a period not exceeding one (1) year.

ARTICLE 13: WAGES

- 13:01** Attached to and forming part of this Agreement is Appendix A, which sets forth the job classifications and rate of pay for all employees within the Bargaining Unit for the term of this Agreement.
- 13:02** Payment of wages will be made biweekly, on Thursday, by direct deposit to the bank of the employee's choice.
- 13:03** When an employee is temporarily assigned, by the Employer, in a classification paying a higher rate of pay than their regular rate of pay, he shall receive such higher rate for all time spent working in the higher classification.
- 13:04** An employee who has been employed continuously for more than twelve (12) months, who has been temporarily assigned, by the Employer, to a classification with a lower rate of pay than their then regular rate of pay, will maintain their then rate of pay for 120 hours, after which time they will be paid the regular rate of pay for the classification he has been assigned to.

An employee with less than twelve (12) months of continuous service, who has been assigned, by the Employer, to a classification with a lower rate of pay than their then regular rate of pay, will be subject to conditions relating to the classification into which they has been assigned. Temporary assignment is defined as not to exceed eleven (11) consecutive shifts.

13:05 For employees who have been demoted or have bid on a lower paying classification, the lower pay scale will come into effect immediately. An employee who is demoted and successfully grieves said demotion, shall have their original rate of pay reinstated to the date of the demotion.

13:06 When a new job is established the Union and the Company shall discuss the duties and rates of pay. The Company shall then establish a rate of pay and a job description which shall then constitute part of this collective agreement.

ARTICLE 14: LEAVE OF ABSENCE

14:01 Any employee who exercises their rights under the maternity/parental leave provisions of the Ontario Employment Standards Act will return from the leave in accordance with the provisions of that Act.

14:02 Any **employee** who is adopting a child or whose partner is giving birth to a child shall be granted a leave of absence with pay on the day of the arrival or birthing of said child provided that the employee was scheduled to work on said day.

14:03 The Company agrees to grant leaves of absences to employees to act as delegates at Labour Conferences or Conventions provided, however, that not more than one (1) employee shall be granted a leave of absence at any one time. Also, said leave must not exceed five (5) working days duration, must be requested in writing at least one (1) month in advance and will be without pay.

14:04 The Company, may in its discretion, grant leave of absence to any employee for sufficient cause. Such discretion shall not be exercised in a manner that is arbitrary, discriminatory, or in bad faith.

ARTICLE 15: HEALTH AND SAFETY

- 15:01** The Company and the Union agree to comply with the Ontario Occupational Health and Safety Act.
- 15:02** Where there is disagreement over a health and safety hazard of a particular job, an hourly member of the Joint Health and Safety Committee and the Foreman on duty shall investigate the problem and take appropriate measures to remedy any unsafe situations.
- 15:03** All employees must wear appropriate safety equipment at all times. Safety glasses and safety footwear are to be worn at all times while at work.

ARTICLE 16: WORKPLACE HARASSMENT

- 16:01** The Company is committed to providing a workplace that is free of harassment and violence and maintains a zero tolerance practice of these undesired behaviors.

The workplace is defined as any company facility and function, including, but not limited to areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms and parking lots.

Harassment is defined as any verbal or physical conduct that is meant to humiliate, insult, degrade or shows hostility towards an individual because of his or her age, race, colour, gender, religion, ethnic or national origin disability, or any other protected status stipulated in the Provincial (Ontario) and Federal Human Rights Code.

Harassment is also defined as a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome and includes Sexual Harassment. All employees are expected to abide to policies to keep the workplace free of all these undesired behaviours as prescribed in the Occupational Health and Safety Act (OHSA).

ARTICLE 17: BULLETIN BOARD

- 17:01** The Employer shall provide a bulletin board for the exclusive use of the Union. All Union notices must be signed by an official of the Union and approved by the Plant Manager or their designate, before being posted.

ARTICLE 18: SHIFT PREMIUM

18:01 The following shift premium shall apply for all employees who work eight hour shifts:

Afternoons: **\$0.50/hour**
Nights: **\$1.00/hour**

Employees who work twelve hours shifts shall receive a shift premium of **\$1.00/hour** for the entire shift.

ARTICLE 19: BEREAVEMENT LEAVE

19:01 An employee will be allowed **five (5)** consecutive days leave of bereavement leave, one of those days being the day of the funeral to attend the funeral of their mother, father, spouse, common-law spouse, **same-sex partner**, child, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepchild, grandchild, or grandparents. They shall suffer no loss of salary for any scheduled work days during this leave.

19:02 On the day of the funeral, provided the employee attends, the employee will be paid their regular rate of time lost to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

19:03 For the purpose of this article, a day is defined as the normal working hours for the individual on bereavement leave, either eleven (11 1/2) or eight (8) hours pay.

ARTICLE 20: PAID EDUCATION LEAVE

20:01 The Employer agrees to pay into a special fund an amount of **\$500** per year to provide for a **Unifor Paid Education Leave (PEL)** program. Such payment will be remitted on a quarterly basis into a trust fund established by the **Unifor National Union** effective from the date of ratification. Payments will be sent by the Employer to the following address:

**Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON M2H 0A8**

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 21: JURY DUTY

21:01 An employee called for jury duty or subpoenaed as a Crown witness shall be granted leave without pay.

ARTICLE 22: BREAKS

- 22:01** Breaks for meals and rest periods shall be scheduled by the Shift Foreman in accordance with the following guidelines:
- a) Twelve (12) Hour Shifts:** Employees who work twelve (12) hour shifts shall receive three (3) fifteen (15) minute breaks, two paid and one unpaid, and one (1) thirty (30) minute unpaid meal break. The second and third break shall be scheduled at even intervals to the end of the shift.
 - b) Eight (8) Hour Shifts:** Employees who work eight (8) hour shifts shall receive two (2) fifteen (15) minute breaks, and one thirty (30) minute unpaid meal break. The first break will be scheduled between the start of the shift and the meal break. The second break will be scheduled between the meal break and the end of the shift.

ARTICLE 23: RRSP AND BENEFITS

- 23:01** The Company shall match employee contributions through biweekly payroll deduction, up to a maximum of \$1250/year.
- 23:02** The Company portion will be vested to the Employee after being enrolled in the plan for a minimum of one (1) year. In the event that the employee leaves the Plan before the two year period has elapsed they will only be entitled to withdraw their contributions, not the Company portion.
- 23:03** Upon completion of six (6) months of employment an employee is entitled to enroll in the plan.
- 23:04** The Company agrees to furnish the Benefit Plan as outlined in Appendix B at a cost sharing of Employer/Employee 70/30%.

ARTICLE 24: EXPENSES

- 24:01** The Employer will reimburse the employee through payroll for the purchase of **up to two (2)** pair of safety footwear per year, upon presentation of **receipts** to a maximum sum of **two hundred dollars (\$200)** a year for each employee. All employees are required to wear said safety footwear while at work.
- 24:02** **Tool Allowance:** Maintenance personnel will receive a tool allowance up to a maximum of four hundred (\$400) dollars per year, payable upon presentation of a valid receipt for approved tooling. Maintenance personnel will have the following tools at all times: Appendix "E".
- 24:03** **Work Clothing:** Employees will receive a total of three (3) pairs of pants or overalls per year. Employees will become entitled to this benefit after completion of their probationary period. All employees who receive clothing under this article may choose whether to receive pants or overalls subject to availability and operational requirements. All employees who receive pants and/or overalls under this article must wear those pants and/or overalls at all times while at work. The company will furnish samples from 2 vendors and the negotiation committee will help in the selection and approval of the clothing.
- 24:04** **Safety Glasses:** All employees requiring prescription lenses will be entitled to an allowance of **two hundred and fifty (\$250)** dollars every two years, upon presentation of a valid receipt for safety for safety glasses with prescription lenses.

ARTICLE 25: BONUS

- 25:01** The Company has established a performance evaluation Bonus Plan based on productivity, quality, safety and absenteeism objectives as a total team. Appendix "C".
- 25:02** Any employee with less than one year of service with the Company will receive the bonus on a prorated basis. For example: three months service - 25%, four months - 33% etc.

ARTICLE 26: DURATION

26:01 This agreement will come into force and effect from January 1st, 2021 to and including the 31st day of December, 2023. From the expiry of this Collective Agreement to and until either party legally exercises its right to strike or lock-out, or until a new agreement is negotiated, its provisions shall continue to be applicable.

Signed at Smiths Fall, ON this 3 day of March, 2021

Weatherstrong Building Products
A Division of Kaycan Ltd.

Mark Berlin

Unifor and its Local 4266

Jan Malek

Brian Rudyma

Rennis Christie

Paul Clement

John 4266

JOB CLASSIFICATIONS	2021	2022	2023
General Labourer	17.01	17.41	17.86
Emboss Operator	19.03	19.43	19.88
Entry Operator	19.33	19.73	20.18
Exit Operator	20.05	20.45	20.9
Shipper/Receiver	20.07	20.47	20.92
Rover	20.43	20.83	21.28
Slitter Operator	20.99	21.39	21.84
Coater Operator	21.04	21.44	21.89
Line Operator	22.25	22.65	23.1
Maintenance	25.03	25.43	25.88
Truck Drivers	19.6	20.00	20.45

Runs	2021	2022	2023
Montreal	151.61	154.61	157.61
Toronto	176.82	179.82	182.82
London, Kitchener, Barrie	214.66	217.66	220.66
Trenton, Peterborough	145.31	148.31	151.31
Windsor	372.27	375.27	378.27
Sudbury	233.56	236.56	239.56
Ottawa	61.64	64.64	67.64
Montreal to Cowanville	80.56	83.56	86.56
Montreal East	31.47	34.47	37.47
Additional Drop/Pick-up	18.87	21.87	24.87
Additional Drop/Pick-up (Outside Greater Toronto)	37.77	40.77	43.77

APPENDIX B

GROUP INSURANCE PLAN

Insurance carrier: Health & Dental- Industrial Alliance, Policy #28624

Insurance carrier: Long Term Disability- Desjardins Insurance Policy # Q1780

Effective Date: **2006-01-01 (Still in effect)**

List of benefits:

Employee Basic Life Insurance (1 time annual earnings, rounded to next higher \$1,000, subject to a maximum of \$30,000)

Employee and/or Spousal Optional Life Insurance (100% Employee contribution)

Accidental Death and Dismemberment (equal to the amount of Basic Life Insurance)

Dependent Life Insurance (Spouse -- \$5,000 & Each child \$2,500)

Long Term Disability (non taxable, 100% Employee contribution) Supplementary

Health Expense

Vision Care Expense (\$200 per 2 years for each covered person, employee & dependents)

Emergency Travel Assistance

Dental Expense Benefit. The ODA provision featuring a one year lag with respect to dentist fees.

Please refer to the Enrollment Guide, the Calculation Worksheet, and the Group Benefit Plan booklets for further details with regards to coverage and premiums.

An E.A.P. program; 100% paid for by Employer. Details of said program under separate cover.

Direct Payment Card: \$5.00/prescription replaces 80/20 co insurance.

Mandatory Generic Substitution

In the event that the primary care physician writes down "no generic" on the script the primary care physician decision will be respected.

Prior Authorization Program: (grandfather 90 days after ratification). If there is disagreement between the primary care physician and the insurance carrier, their primary care physician will prevail, unless the prescription is an experimental drug or a drug non-approved by Canada Health. All prior Authorization forms required to be completed shall be at the cost of the employer.

APPENDIX C

PRODUCTIVITY BONUS PLAN

Criteria #1) Paint line Production:

To avoid any concerns related to shifts worked, the productivity calculation will be based upon output per twenty-four hour period. The current target we are working toward is 46,500 lbs/shift, or 93,000 lbs/day.

The year's anticipated days worked is expected to be 255 days or 23,715,000 lbs.

To calculate Part A of the first criteria, the following formula applies:

$$23,715,000 \text{ lbs} / 30,000 \text{ lbs} = \$790.50$$

The following Table illustrates the application of Part B of the first criteria.

Pounds Produced: Target 93,000 lbs/day

Actual Output	Bonus
87,000	-400
89,000	-300
90,000	-200
91,500	-100
93,000	0
94,500	+100
96,000	+200
97,500	+300
99,000	+400

Criteria # 2) Scrap, including, including Customer Returns:

Scrap reports will be recorded on monthly basis.

Customer returns will be recorded as scrap and will be factored into the bonus calculation.

The allowable scrap rate has been set at 1.4%

The following Table illustrates the application of the second criteria.

Scrap, including customer returns: Target 1.4%

Scrap	Bonus
0.9%	+500
1.0%	+400
1.1%	+300
1.2%	+200
1.3%	+100
1.4%	0
1.5%	-100
1.6%	-200
1.7%	-300
1.8%	-500
OVER 1.8%	-800

Criteria #3) Lost time due to Absenteeism and Accidents:

The major objective of this portion is to "record manpower availability. Special leaves, as defined in the agreement, and long term, non-job related illnesses will not be counted as absenteeism.

The following Table illustrates the application of the third criteria.

Average days lost per employee:

Days Lost	Bonus
1	+400
2	+300
3	+200
4	+100
5	0
6	-100
7	-200
8	-400
9	-600

Criteria #4) Equipment Damage due to negligence or misuse:

This criteria is designed to factor in damage to Company equipment and property due to employee misuse or neglect.

The following Table illustrates the application of the fourth criteria:

Value of damages:

Value	Bonus
0	+600
\$500	+500
\$1,000	+400
\$1,500	+300
s2,000	+200
s2,500	+100
s3,000	0
s3,500	-100
S4,000	-200
\$4,500	-300
\$5,000	-500
OVER \$5,000	-800

Example:

Criteria #1 Part A: 23,715,000lbs / 30,000	=	\$ 790.50
Criteria #1 Part B: 96,000lbs/day	=	\$ 200.00
Criteria #2 1.0% scrap rate	=	\$ 400.00
Criteria #3 Ave absence of 4 days/Employee	=	\$ 100.00
Criteria #4 \$4,000 of equipment damage	=	(\$ 200.00)

Year End Production Bonus/Employee: \$1,290.50

Criteria #5) Excessive Absenteeism

This criterion is designed to factor in the excessive absenteeism of individual employees. Special Leaves, as defined in the agreement, and long-term, non-job related illnesses will not be counted as absenteeism. For each day in excess of nine (9) that an individual employee is absent per year, his or her Year End Production Bonus shall be reduced by ten (10) percent of its value, which value is calculated by applying criteria 1-4, up to and including a reduction of 100%.

The following examples illustrate the application of the fifth criteria. Example #1

Year End Productivity Bonus/Employee Criteria	=	\$1,290.50
#5: Individual employee is Absent for 10 days (reduction of 10%)	=	(\$129.05)
		<hr/>
Employee's Year End Productivity Bonus Example	=	\$1,161.45

#2

Year End Productivity Bonus/Employee Criteria	=	\$1,290.50
#5: Individual employee is Absent for 11 days (reduction of 20%)	=	(\$258.10)
		<hr/>
Employee's Year End Productivity Bonus	=	\$1,032.4

APPENDIX

EMPLOYEE SENIORITY LIST AS OF DECEMBER 16, 2020

<u>NAME:</u>	<u>DATE:</u>
Cameron Renaud	May 3, 1987
Lenny Bryan	July 13, 1988
Steve Robinson	December 21, 1988
Dennis Christie	February 6, 1989
Ian Moncrieff	March 21, 1989
Jim Lumsden	June 13, 1989
Ken Hobbs	June 30, 1989
Tom Stearns	September 25, 1989
Dan Fournier	March 26, 1990
Paul Clement	April 2, 1990
Mike Fitzgerald	January 28, 1992
Bruce Gallinger	January 19, 1994
Ken Sample	October 19, 1994
Ashby Carnochan	March 10, 1997
Arnold Hanna	May 1, 1998
Brian Budynski	December 14, 1998
Dennis Barnett	March 25, 1999
Rob Allan	September 7, 1999
Richard Larocque	April 9, 2001
Todd Whiten	July 17, 2006
Ian Mayhew	August 14, 2006
Wesley Fisher	June 18, 2013
Tyler Bush	July 15, 2014
Chris Dodd	May 16, 2016
Mike Lee	March 29, 2017
Matthew Patriquin	July 4, 2017
George Stevenson	July 10, 2017
Gabe Dignard	June 3, 2019
Dylan Abbass	June 14, 2019
Bryce Kester	June 23, 2019
Jesse Smith	June 24, 2019
Chris Hendy	June 25, 2019
Carter McDonald	August 17, 2020
Tim Preece	August 18, 2020

APPENDIX E

REQUIRED MINIMUM MAINTENANCE TOOLING

Wrenches: open and /or closed 1/4" - 1 1/4"	
3/8" ratchet & socket set 3/8" - 7/8"	
1/2" ratchet & socket set 3/8" - 1 1/8"	
3/8" drive deep socket set 3/8" - 7/8"	
1/2" drive deep socket set 3/8" - 1 1/8" w/ 1/2" drive stud wrench	
6" adjustable wrench	
6" - 8" lineman's pliers	
6" - 8" joint pliers	
6" - 8" side cutting pliers	
6" - 8" locking pliers	
Crimping pliers (any style)	
Water pump pliers (channel lock) opens to 1 3/8"	
Needle nose pliers 2" jaw	
Inside & outside retaining ring pliers 0" - 1"	
Hex wrenches (Allen keys) 1/8" - 3/8"	
Pipe wrench 8"	
Pipe wrench 14"	
Screwdriver - flat 4", 8", 12"	
Screwdriver - Philips #1, #2, #3	
Screwdriver - Robertson #1, #2, #3	
Pin punches - 3/32" dia - 3/8" dia	
Cold chisels 1/4" - 5/8"	
Centre punch 1/4" dia min.	
Hammer - ball peen 8 oz min.	
Hammer - ball peen 16 oz min.	
Hammer - claw 16 oz min.	
Pry bar set 8", 12", 16", 20, - or equivalent	
Hacksaw, adjustable to 10" or 12" blades	
Micrometer 0 - 1"	
Vernier caliper 0 - 6"	
Combination square & centering "vee"	
Bolt extractors up to 1/2" UNC	
Pipe extractors up to 3/4" NPT	
Feeler gauge set .001 - 0.25	
Tape measure - 25FT	
Spirit level (torpedo style)	
3/8" (min.) power drill	