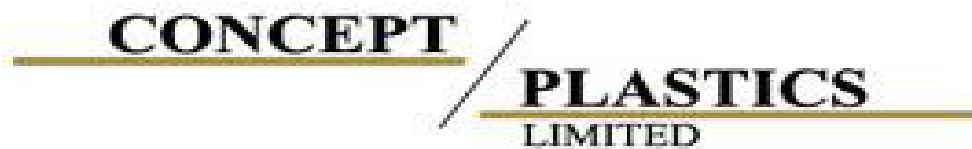


COLLECTIVE AGREEMENT

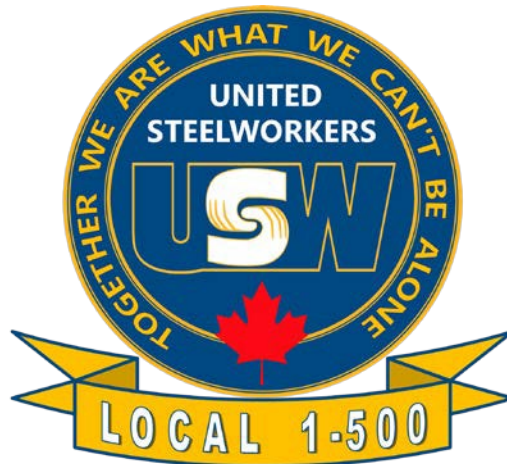
BETWEEN:



CONCEPT PLASTICS

(and /or operating as VACFORM PLASTICS)

-and-



USW LOCAL 1-500

October 14, 2019 thru October 13, 2024

INDEX

Article 1 – Purpose	1
Article 2 - Scope & Recognition	2
Article 3 - Management Rights	3
Article 4 - Union Security	5
Article 5 - Union Committee	6
Article 6 - Grievance Procedure	8
Article 7 – Discrimination	15
Article 8 - No Strike or Lockouts	16
Article 9 – Overtime	17
Article 10 - Statutory Holidays	20
Article 11 – Vacations	22
Article 12 - Job Postings	23
Article 13 - Temporary Transfers	25
Article 14 - Leave of Absence	26
Article 15 - Bulletin Board	28
Article 16 - Coffee Breaks	29
Article 17 - Safety & Health	30
Article 18 - Reporting Pay	31
Article 19 - Call-In Pay	32
Article 20 – Bereavement	33
Article 21 - Group Insurance	34
Article 22 – Wages	36
Article 23 – Seniority	36
Article 24 – Retirement	40
Article 25 – Notices	40
Article 26 - Duration of Agreement	41
Schedule "A"	42
Shift Premiums / Notes	43
Letter of Understanding	44
Letter of Understanding - Re: Seven Day Operation	45

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish collective bargaining relations between the Company and the Union, to continue the co-operation and spirit of goodwill between the company and its employees, to provide machinery for the prompt disposition of grievances arising under this agreement, and to set forth negotiated conditions of employment for all employees who are subject to this Agreement. The parties recognize that in order to provide a proper working relationship between the parties, the Company must be kept in a strong competitive market position which means it must produce at the best possible efficiency and lowest cost and the employees covered by this Collective Agreement must work under the fair labour standards, including remuneration, safety and working conditions.

ARTICLE 2 - SCOPE & RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for all its employees in Brantford, Ontario, save and except supervisors, persons above rank of supervisor, office and sales staff persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives which the Company had prior to the execution of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

- a) the right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations (subject to the right of the Union to grieve the reasonableness of any new or amended rules or regulations pursuant to Article 6.11), policies, and practices, to be observed by its employees; to discipline and discharge employees for just cause.
- b) the right to select, hire and control the working force and employees; to transfer, assign: promote, demote, classify, lay off, recall, suspend for just cause, and retire employees; to plan, direct and control plant operation; and
- c) the right to determine the location and extent of its operations, and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; the subcontracting of work; the schedules of work and of production, the number of shifts; the methods, processes and means of performing
4
work; job content and requirements quality and

quantity standards, the qualifications of quality employees, the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time. And, generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company, except as expressly amended by this Collective Agreement.

3.02 Supervisors are also considered as trainers for new employees, existing employees, upgrade skills, develop new and improved processes and products and techniques. Thus, in order for the Supervisors, to undertake their normal duties other than supervision, they are expected to maintain and upgrade their own skills through assisting in production.

Supervisors will not work in production on a continuous basis. No bargaining unit employee will be laid off as a direct result of a supervisor performing his or her duties.

3.03 Management reserves the right to change the Health Insurance provider in accordance with Article 21.01 . The Company must maintain all levels of benefits as prescribed in Article 21.01. All employees will be given a copy of the benefits booklet on ratification and immediately on any change of carrier

ARTICLE 4 - UNION SECURITY

- 4.01 The Company will deduct weekly Union Dues from the earnings of each bargaining unit employee (as specified in Article 2.01), who has been employed by the Company for five (5) working days. The Company shall submit, the deducted Union Dues and Initiation Fees along with a list of employees from whom such deductions were made, by the tenth day of the following month. Any employee who works five (5) days in a calendar month, must pay the full monthly dues for the month.
- 4.02 The Company will deduct weekly, \$0.03 per hour per employee in the bargaining unit, for all regular hours worked. Such deductions will be paid by cheque, along with the list of persons from whom the deductions were made, on a regular basis to the Secretary/Treasurer of the Local Union.
- 4.03 Upon completion of one hundred (100) days worked, all employees covered by this agreement, must become and remain a member of the Union, as a condition of employment. The Company will deduct an Initiation fee after the completion of one hundred (100) working days within a Twelve (12) month period .
- 4.04 The Union agrees to notify the Company in writing, of any request to amend the amount of Initiation fees and/or Union dues, with the signature of the appropriate official of the Union. The Union agrees to defend and hold the Company harmless in complying with the provisions of this Article.

- 4.05 No seniority employee should be laid off or remain on layoff as a direct result of contracting out of bargaining unit work.
- 4.06 The Company will give notice four weeks prior to Annual plant shut down for holidays.

ARTICLE 5 - UNION COMMITTEE

- 5.01 The Union may designate and the Company will recognize a Union Negotiating Committee of a maximum of two (2) seniority employees. The Union may designate and the Company will recognize three (3) stewards who are seniority employees provided that at any one time, only one employee will be absent from a department on Union business. The Union will inform the Company in writing, of the identity of the stewards and Committee persons, and the Company shall not be obliged to recognize such personnel until it has been so notified.
- 5.02 For the purpose of this Agreement, the stewards together with the officers of the local Union, shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.

- 5.03 No Union official shall leave his work to administer this Agreement without requesting and obtaining the permission of the Supervisor, and such permission will not be unreasonably withheld.
- 5.04 Union stewards shall be compensated for reasonable time away from work for the servicing of grievances in the plant during the steward's normal working hours.
- 5.05 Pursuant to any other Articles in the Collective Agreement, the Company agrees the Union Chairperson, shall be the last employee laid off, provided they are able to perform the work available in a satisfactory manner.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The grievance procedures herein provided for among the most important matters in the successful administration of this Agreement.

The Company and the Union, therefore, agree that the designated grievance procedure as hereinafter set forth shall serve as, and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Whenever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

Parties agree that any grievance before going to Arbitration must be mediated. The mediator's decision can be binding provided both parties agree prior to the mediation.

6.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation or alleged violation of this Agreement.

6.03 All time limits referred to in this grievance procedure herein contained shall be deemed to mean "working days". The Company need not consider any grievance which is not submitted in writing at Step 2, as set out herein, within fifteen (15) working days of the time that the incident giving rise to the grievance became known.

STEP NO. 1

If an employee has a grievance, he shall forth with discuss the matter with his immediate supervisor. If the employee wishes, he may have his steward accompany him to see his immediate supervisor. The immediate supervisor shall give the grievor an answer as soon as possible, but not later than four (4) days after such discussion. If the immediate supervisor's reply is not satisfactory to the grievor, the next step must be taken within four (4) days of the immediate supervisor's answer, but not thereafter.

STEP NO. 2

At this step, the grievance shall be reduced to writing and presented to the Manager, or his designate, within the aforesaid four (4) days of receipt of the immediate supervisor's reply, but not thereafter. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, the relief requested, and shall be signed by the employee and steward.

countersigned by his steward.

A meeting will be held between the steward, the Chairperson of the Shop Committee and the Manager, or his designate: within four (4) days of the presentation of the written grievance. The grievor may be required to be present at the request of either party. A staff representative of the Union may be present, if requested by either party. The Manager, or his designate, shall give his written reply to the Chairperson of the Shop Committee within four (4) day of such meeting.

STEP NO. 3

If the grievance remains unsettled at the conclusion of Step 2 the grievance may be referred to a grievance mediator by either party at the conclusion of step 2 within ten (10) days . The party wishing to appoint a mediator should provide the names ,of up to three (3) proposed mediators for the second party to choose from . The parties will share the cost of mediation on an equal basis .

STEP NO. 4

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within twenty (20) days from the mediation meeting at Step No. 2, but not thereafter. If a request for arbitration is not so given within such twenty (20) day period , the decision at Step No. 2 shall be final and binding upon both parties to this Agreement, and upon any employee involved. The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice. The recipient of the notice shall, within (20) of its twenty days, advise the other party, in writing, of the name appointee to the Arbitration Board.

The two (2) appointees so selected shall, within twenty (20) days of the appointment of the second of them appoint a third person who shall be Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon the Chairperson, within the time limit, the Minister of Labour for Ontario shall if requested within twenty (20) days from the expiry of the date upon which the two (2) appointees are to appoint a Chairperson (but not thereafter), forthwith, appoint a qualified person to be Chairperson. The parties may mutually agree that a Single Arbitrator shall be appointed in place of a Board of Arbitration. In the event that the parties agree on a Single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement, and the parties will jointly bear the expense of the Arbitrator. It is understood that the parties may mutually, in writing, extend any of the time limits contained in this Article 6.03 or in Article 6.11 or 6.12 following.

6.04 It is understood that the aggrieved employee may be present at any of the meetings referred to in each Step above. The actual words used and the language construction employed to state the original grievance will not, of itself, be cause for the dismissal of the grievance or the settlement sought provided, however, that the grievance reasonably establishes the issues between the parties.

- 6.06 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. This decision shall be final and binding upon the parties and any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.
- 6.07 The decision of the Arbitration Board may include a direction to the parties to do, or abstain from doing, anything necessary to give effect to the decision, subject to Article 6.08 herein.
- 6.08 The Arbitration Board shall not have power to alter, modify or amend any part of this Agreement nor to make any decision inconsistent therewith, but may refer to any part of this Agreement which may appeared the Board to be relevant, whether or not previous reference has been made thereto.
- 6.09 In any case arising out of any form of discipline, or the loss of any remuneration, benefit or privilege, the Arbitration Board shall have the full power to direct that the penalty or loss complained of, shall be confirmed, varied, amended, rescinded or repaid, either in whole or in part, but except as aforesaid, the Board shall have no power to award costs or damages to either party.

6.10 The Union and the Company shall pay the expenses of and fees payable to the Arbitrator selected by each, which may be such fee as may be agreed upon between each Arbitrator and the party appointing him and the Union and the Company shall each be responsible for one-half (1/2) of the expense and fees payable to the Chairman.

6.11 Union policy grievance, group grievance or company grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based, were known by the griever. A meeting between the Company and the Union shall be held within four (4) days of the presentation of the written grievance and shall take place within the framework of Step No. 2 of Article 6.03. The Company or the Union, as the case may be, shall give its written decision within four days of such meeting. If the decision is unsatisfactory to the grieving party, the procedure as laid down in step no. 3 and step no. 4 of article 6.03 shall be followed. It is expressly understood that the provisions of this paragraph 6.11 may not be used by the Union to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute, and the provisions of Article 6.03 hereof shall not thereby be bypassed.

6.12 Discharge

A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step No. 2 of Article 6.03, provided a written grievance signed by the employee and his steward is presented to the Manager, or his designate, within three (3) days after the employee

has received written notification the reasons for his/her discharge. The International representative of the Union will be permitted to attend the meeting held pursuant thereto with the manager. The Union will not question the discharge of any probationary employee and, indeed, such discharge shall be deemed to be for just cause as solely determined by the Company and, accordingly, such discharge shall not be subject of a grievance.

6.13 All grievance meetings between the Union and the Company at either Step 1 or Step 2 will be held during normal working hours unless mutually agreed otherwise.

ARTICLE 7 - DISCRIMINATION

7.01 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives, with respect to any employee because of their membership in the Union. The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by any of its members or representatives.

7.02 The Company and the Union agree that there will be no discrimination practiced by either them or their authorized representatives on any employees covered by this Collective Agreement on account of sex, age, race, colour, creed, national origin or political affiliation.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

8.01 The Union undertakes and agrees that while this Agreement is in operation, there shall be no strike, including a cessation of work, a refusal to work or to continue to work by employees in combination, or concert, or in accordance with the common understanding, or a slowdown or other concerted activity on the part of the employees designed to restrict or limit output and the Company agrees that it will not engage in any lockout during the terms of this Agreement.

ARTICLE 9 - OVERTIME

9.01 Hours of Work:

The regular work week shall consist of forty (40) hours Monday to Sunday inclusive. The regular work day shall consist of eight hours. The regular work day shall start at 8:00 am. and run to 4:30 pm. except by mutual agreement between the parties.

The second shift shall follow the first, unless otherwise scheduled by the Company. Once established, starting times will not be changed during the working week, or, without a minimum of one week's notice.

9.02 Attendance Bonus:

Where an existing employee hired before December 7, 2013 has perfect attendance during any week, the employee shall be paid twenty-five cents (\$0.25) per hour as an attendance bonus for all hours worked in the week. Such attendance bonus shall not be deemed to part of the basic wage and shall not be calculated in any wage base calculations, included but not limited to overtime. The bonus will be payable in any week in which there is a work shortage or layoff provided that the employee would otherwise have had perfect attendance.

9.03 It is expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise.

9.04 Overtime at the rate of time and one-half (1 1/2) the employee's straight time hourly rate of pay exclusive of any premium shall be for all work in excess of forty two (42) hours per week. When the work week is thirty seven and one half hours (37 1/2) overtime to start at forty (40) hours..

9.05 There shall be no duplicating or pyramiding of overtime or any premium compensation.

9.06 All overtime shall be first offered on a voluntary basis and must be asked to work approximately how many overtime hours they are to work. Employees who volunteer or are assigned to work overtime, must do so, unless they have been excused for satisfactory reasons by their supervisor. If sufficient employees do not volunteer to meet the needs of the operation, then additional employees may be assigned to work such overtime hours. The method of offering authorized. Employees who are overtime shall be advised of overtime is as follows:

- 1) Overtime shall be first offered to the employees posted to the job to be worked in the shift in question.

- 2) It shall be offered to the employees of the next shift and so on. If for example, only the day shift is worked on overtime basis, in subsequent days, overtime will be offered on a rotation basis so as to enable all employees to work overtime.

3) If sufficient employees are not assigned as per Step 1, a request for volunteers will be posted on the bulletin board. Interested employees will sign the request form. Selection will be based on ability to perform the job, department, classification, and seniority. The successful candidate will be informed.

9.07 Shift Preference:

The Company will meet with members of the Local Union Committee to discuss the application of principles of seniority and qualifications of employees for shift selection. Included in such discussions may be the introduction of a shift-rotation system. It is understood that in such discussions, the operational needs of the Company and, particularly, the need to have experienced staffing on any shift while still recognizing the desires of seniority employees, shall be of primary concern.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 The following holidays shall be granted to all employees who have completed their probationary period.

Good Friday	Christmas Day
Victoria Day	Labour Day
Dominion Day	Boxing Day
Civic Holiday	Family Day
Thanksgiving Day	New Year's Day
Dec. 24th	

10.02 An Employee is entitled to a stat or holiday pay if:

a) He/she is an employee, and Statutory or Holiday payment as mandated per the Employment Standards Act (ESA).

b) The employee works company scheduled shift prior and after the holiday except if the employee is granted leave of absence.

10.03 An otherwise qualified employee who misses either his regularly scheduled shift before or after the holiday may still receive the holiday if he/she is absent due to a bona fide illness (which shall be substantiated by a doctor's certificate if so requested by the Company) or a bona fide lateness of up to one-half (1/2) hour on either of the qualifying days.

10.04 An otherwise qualified employee who misses either his/her regularly scheduled shift before or after the holiday, may still receive holiday pay, if he/she has been granted a leave of absence as specified in Article 14.01.

10.05 If a statutory holiday falls on a Saturday or Sunday, at the Company's discretion, the preceding Friday or the following Monday will be observed as a holiday or can be paid for but not observed. If the Company does not notify of its intentions one week prior to the holiday, the Union can pick either the Friday or the Monday as the holiday.

ARTICLE 11 - VACATIONS

- 11.01 Each employee who as of June 1 in any year has been employed for less than one (1) year shall receive in the following year four percent (4%) of gross earnings. Each employee who as of July 1 in any year has been employed for one (1) year will be granted a vacation of two (2) weeks to be taken during the following year and vacation pay to be calculated at four percent (4%) of his gross annual earnings up to July 1 of the year immediately prior to the year in which the vacation is taken.
- 11.02 Each employee who as of July 1 in any year has been employed for five (5) years will be granted a vacation of three (3) weeks to be taken during the following year and vacation pay to be calculated at six percent (6%) of his gross annual earnings up to July 1 of the year immediately prior to the year in which the vacation is taken.
- 11.03 Each employee who as of July 1 in any year has been employed for ten (10) years will be granted a vacation of four (4) weeks to be taken during the following year and vacation pay will be calculated at eight percent (8%) of his gross annual earnings up to July 1 of the year immediately prior to the year in which the vacation is taken.
- 11.04 Employees who are entitled to more than two (2) weeks vacation, will be required to give the company thirty (30) days notice prior to taking their additional vacation due.
- 11.05 The term "annual earning" does not include the previous years Vacation pay.

ARTICLE 12-JOB POSTING

12.01 When vacancies in permanent jobs occur for a period of over two (2) weeks, the Company will post, within three (3) working days of the vacancy becoming known, such vacancy to permit employees to apply in accordance with this Agreement. The Company will first attempt to fill the vacancy from amongst the job posting applicants, subject to employees having the skill, ability and physical fitness established for the job. Should these factors be equal, the Company shall award the position to the applicant with the greatest seniority. All employees interested in the job vacancy must make application within three (3) working days. Nothing contained herein shall be interpreted as requiring the Company to fill the vacancy. If there are no suitable applications, the Company may fill the vacancy from any source. The job posting provided for herein shall apply only in respect to the original vacancy and the first subsequent vacancy and will not apply to subsequent vacancies thereafter created by the filling of the original vacancy.

12.02 The Company will notify all applicants, in writing, of the name of the successful applicant not later than five (5) working days following the filling of the position.

12.03 The employee can request to be tested to become an operator: the Company has 30 days to provide such test. The employee can request to be tested only six months after he/she has first advised in writing to his/her Supervisor of his/her intentions to become an operator. If the employee is not tested within the

prescribed time, the employee will be considered an operator and receive the operator wages. If an employee fails the first test, he/she can reapply only once for the test after a minimum of six months.

ARTICLE 13-TEMPORARY TRANSFER

13.01 Temporary transfer shall be those of a duration no longer than one hundred and twenty (120) days .

13.02 Any employee who, for the convenience of the Company, is temporarily transferred to another job for which the rate of pay is different to that in effect in such employee's regular job, shall be paid while so employed as follows:

a) If the rate of pay for the job to which he is temporarily transferred is less than the employee's regular rate of pay for the job from which he has been so temporarily transferred, he shall during such temporary transfer, receive his own higher rate of pay;

b) If the rate of pay for the job to which he is transferred is higher than the employee's regular rate of pay for the job from which he has been transferred, he shall receive the higher rate of pay for the job starting with the next full shift following such temporary transfer.

13.03 An employee who, for the benefit and convenience of the employee, is temporarily transferred to another job, shall be paid while so employed as follows: a) If the rate of pay in the job to which he is transferred is less than the employee's regular rate of pay, he shall receive the lower rate of pay in the job to which he is transferred, starting with the next full shift following such temporary transfer.

b) If the rate of pay in the job to which he is transferred is higher than the employee's regular rate of pay, he shall continue to receive his regular rate of pay for the job.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Leave of absence shall mean an absence from work by an employee in writing and consented to by the Company. The request must be in writing at least ten (10) working days prior to requested Leave of Absence. Leave of Absence shall be permissive only and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such Leave of Absence, unless agreed to by the Company.

14.02 If an employee is unable to report for work at the expiry of his leave of absence, he shall, unless it is impossible to do so, notify the Shift Supervisor before the start of his next shift.

14.03 A delegate of the Local Union elected or appointed by the Union for the transaction of Union business shall be granted a leave of absence without pay and without loss of seniority for a reasonable time not to exceed one month in any one calendar year. The Union agrees to notify the Company in writing at least fourteen (14) days prior to the requested leave of absence. No more than one person so designated, is to be on leave of absence at any one time.

14.04 If an employee overstays his leave of absence, he is presumed to have severed employment with the Company unless he can give an explanation satisfactory to the Company for his inability to return to work on the expiry date of leave of absence.

14.05 Any leave of absence will be in writing and no such leave of absence will affect any employee's seniority rights when used for the purpose granted, provided he returns to work at the expiration of his leave.

14.06 An employee who, because of illness or injury requiring an absence from his job for more than three (3) work days, shall upon furnishing evidence satisfactory to the Company of such illness or injury, which may include examination by a Company appointed physician, at no cost to the employee, be granted a sick leave for the duration of the period of his disability due to such illness or injury, except that at the end of a period equal to the employee's seniority to a maximum of eighteen (18) months of continuous absence because of such illness or injury, the employee's employment and seniority shall be terminated. The employee shall furnish supplementary medical evidence of disability, from time to time as required by the Company.

Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority.

Before an employee on sick leave may return to work, he must present a doctor's certificate stating that he has satisfactorily recovered, both physically and

mentally, and is able to return to his regular job classification, or other available work, and perform such job in accordance with the Company's quality and production standards. The Company reserves the right to have any employee examined by a Company physician, at no cost to the employee, in connection with a sick leave.

14.07 The Company reserves the right to terminate employment if the record of the employee indicates an excessive amount of time off or recurring or repetitive time off subject to a seniority employee's right to grieve

ARTICLE 15 - BULLETIN BOARD

15.01 The Company will provide a bulletin board for the use of the Union in posting notices of legitimate Union activity. All such notices must be signed by the proper officers of the Local Union and be submitted to the Manager and/or his authorized representative for approval before being posted; such approval shall not be unreasonably withheld.

ARTICLE 16 - COFFEE BREAKS

16.01 All employees will receive a ten (10) minute rest period during the first half of the shift and a ten (10) minute rest period during the second half of the shift. Employees will receive an additional ten (10) minute break when work is scheduled for ten (10) hours or more.

16.02 Employees shall receive a five (5) minute clean- up time prior to the lunch break.

ARTICLE 17 - SAFETY AND HEALTH

- 17.01 The Company shall continue to make reasonable provisions for the Safety and Health of its employees.
- 17.02 There shall be a joint Union Management Safety & Health Committee. Such Committee shall meet at regular intervals (including a plant safety inspection), to discuss and make recommendations on matters of mutual health and safety concern. If safety concerns are not satisfactorily addressed through the Union Management Safety & Health Committee, such concerns shall, thereafter, be deemed to be a legitimate matter to be taken up through the grievance procedure by either party.
- 17.03 The Union agrees that both the Union and the employees will cooperate with the Company concerning the health and safety of employees.
- 17.04 If the Company requires safety boots in any area of the operation, the Company will, for employees in such areas who have at least six months of service pay fifty percent (50%) of the cost of boots to a service, maximum of seventy (\$70) dollars towards purchase of safety boots. Effective October 17, 2014 pay fifty percent (50%) of of the cost of boots to a service maximum of eighty (\$80)dollars towards the purchase of safety boots . Boots must be of an approved type, and through a Company approved vendor. Gloves and ear muffs will be provided when required.

ARTICLE 18 - REPORTING PAY

18.01 An employee who properly reports for work as scheduled or as directed, unless he has been notified in advance not to report, will receive at least three (3) hours work at his straight-time base hourly rate or shall be paid for three (3) hours at his straight time hourly rate, exclusive of premiums, except in cases of labour disputes, machinery, equipment, power or other utility breakdown, inclement weather, or any other cause with- out limitation, beyond the control of the Company. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work at least one, but not more than two regular working days prior to the time of his intended return. It is the employee's duty to keep the Company informed of his/her correct address and telephone number, and the Company will not be liable for any payment unless such arrangements have been made.

ARTICLE 19 - CALL-IN PAY

19.01 Any employee called-in to work after leaving the premises of the Company following the end of his scheduled shift and before his next scheduled reporting time, shall be paid a minimum of three (3) hours pay at his regular rate in respect to each such call-in, or paid for actual time worked at his applicable rate if greater. However, if the call-in period would otherwise flow into the employee's regularly scheduled reporting time, the employee will be paid only for the time actually worked in advance of his regular reporting time and such pay shall be at his straight-time regular rate of pay or, overtime, whichever is appropriate, having regard to the provisions of Article 9 herein.

ARTICLE 20 - BEREAVEMENT

20.01 When death occurs in a seniority employee's immediate family (i.e. current spouse, common-law spouse parent, child, brother or sister mother-in-law, father-in-law of the employee), the employee, on request will be excused for a period not to exceed three consecutive days or such fewer days as the employee maybe absent, between the date of the death and the date of the funeral, to enable the employee to attend the funeral. In any event, the employee shall not be entitled to receive any pay hereunder for any day upon which the employee would not otherwise have been scheduled to work for the Company, or if he does not attend the funeral. However, if the funeral takes place outside the province of Ontario, and the employee does not attend the funeral, the Company will pay for up to one day of leave. Payment will be based upon the employee's base hourly rate exclusive of premiums.

When seniority employees attend the funeral of a grandchild, or the employee's grandparent, the employee shall be allowed one (1) day off, with eight (8) hours pay underlie same conditions required in the first part of this Article.

ARTICLE 21 - GROUP INSURANCE

21.01 The Company on behalf of the employees who have worked for one hundred and eighty (180) days, pay one hundred (100%) percent of the present premium cost of the group insurance plan which contains the following:

- a) Life Insurance: - one times annual wage; or \$ 20,000.00 whichever is lower .
- b) Accidental Death & Dismemberment - one times annual wage.
- c) Supplemental health benefits \$50.00 deductible single or \$100.00 deductible per family per calendar year; including drugs, special nursing services and semi-private hospital accommodation.
- d) The Company will pay up to a maximum of six (\$6) dollars towards the dispensing fees.
- e) Dental Insurance \$50.00 deductible single or \$100.00 deductible per family per calendar year.
- f) Dental Care O.D.A. Schedule to be two (2) years in arrears
- g) Health benefits will continue for a period of two months after the person is laid off .

h) New employees hired after December 7, 2013

The company shall, on behalf of employees with at least twelve (12) months of service, pay the premium cost less \$6.00 dollars per week which the employee will pay towards the premium cost of benefits to maintain the present program at the present premium cost of group insurance plan which contains the following :

- i) For employees hired after Dec 7, 2013 health benefits will continue for a period of two months during a layoff provided the maintains payment as per (f) above
- j) Employees once signed up for this program must maintain their premium for a minimum of 6 months . If anyone opts out of this program for any reason they are not eligible to join the Health Program for a minimum of 12 months
- k) Vision Care: The Company will contribute fifty percent (50%) up to a maximum given below, of the cost of one pair of glasses per year. The vision care benefit is extended to the family with the limit of one pair of glasses per year per family Maximum of \$150.00 In order to qualify, the employee should be employed with the Company for no less than six months.
- l) The health benefits will continue for a period of two months after an employee is laid off.
- m) The Company pays 100% of OHIP January 1, 1990

ARTICLE 22 - WAGES

22.01 Employees covered by this Collective Agreement shall be paid at the appropriate rate for the job classifications as set out in Schedule "A" attached hereto.

ARTICLE 23 - SENIORITY

23.01 Seniority is defined for the purpose of this Agreement as the length of service of any employee of the Company computed from the date ninety (90) days worked prior to the date such employee actually attained seniority by completing his probationary period in the manner set forth in Article 23.02 hereof, and shall apply to the extent specifically provided in this Agreement.

23.02 An employee having less than ninety (90) days of service in nine (9) months shall be considered a probationary employee and will have no seniority rights. But when such rights are acquired (subject to Article 23.01 hereof), seniority will be regarded as having started from the date ninety (90) days worked immediately prior to acquiring seniority. The Union will not question the layoff or dismissal of any probationary employee and, indeed, such layoff or dismissal shall be deemed to be for just cause as solely determined by the Company and accordingly, such layoff or dismissal shall not be the subject of a grievance.

23.03 The seniority of an employee shall be determined by the length of the employee's service in the company and shall prevail on a departmental basis, such departments being:

- Extrusion
- Vacuum Forming
- Injection Molding
- Maintenance
- Shipping

Any other new department opened by the Company shall have the same principle of seniority applied.

23.04 Loss of Seniority

An employee shall lose all seniority and service rights and shall be deemed to have had his/her employment terminated if:

- a) he/she quits his/her employment;
- b) he/she is discharged for just cause;
- c) he/she is laid off for a period of twelve (12) months;
- d) an employee on layoff, fails to return to work within four (4) working days after receipt of the company's notice of recall by registered mail to the employee, or, if the employee within two (2) working days of receipt of such notice of recall fails to notify the Company of his intention to return to work;

e) an employee fails to return to work promptly after the expiration of any leave granted to him/her. Unless he/she is excused by the Manager;

f) an employee absents himself / herself from work (no call - no show) for three (3) consecutive working days without making contact with the employer, this action will be considered job abandonment and will result in an automatic termination of their employment.

An employee so affected by this Article 23.04 shall, if rehired, be rehired a new probationary employee.

23.06 The Company shall maintain a seniority list which shall be revised every six (6) months and copies posted on each bulletin board of the respective location. The Local Union shall be supplied with five (5) copies every three (3) months. Any objections shall be subject to the grievance procedure within ten (10) days of posting. A probationary employee should complete ninety 90 working days within nine (9) months from the first day of hire in order to acquire seniority.

23.07 Written records of warnings or suspension to be removed from an employee's record after two (2) years.

ARTICLE 24 - RETIREMENT

24.01 The mandatory retirement age is 65 years, in effect from January 1 , 2002.

ARTICLE 25 - NOTICES

25.01 Any notices required to be made by one party to the other shall be addressed as follows:

To the Company:

CONCEPT PLASTICS
27 Catherine Avenue
Brantford, Ontario
N3T 1X5
Tel: 519-756-3950

To the Union:

USW, LOCAL 1-500
1100 Clarence Street S
Suite 104
Brantford, Ontario
N3S 7N8
Tel: 226-400-031

ARTICLE 26 - DURATION OF AGREEMENT

26.01 The parties hereto mutually agree that this Agreement shall be effective from and after the 30th day of May, 2019 until 29th day of May, 2024 and there-after from year to year; unless written notice of desire to amend or terminate the Agreement is given by either party to the other party within a period of not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiry date of this Agreement.

26.02 If no Agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to a time a subsequent Agreement is reached: or until seven (7) days have elapsed after a Conciliation Board has reported to the Minister of Labour, or until sixteen (16) days after the date of a letter in which the Minister has informed the parties that he does not deem it advisable to appoint a Conciliation Board or after any similar period which may be prescribed by the provisions in the statute in effect at the relevant time.

26.03 If notice of desire to amend the Agreement is given by either party, the other party agrees to meet for the purpose of negotiations within fifteen (15) days after the giving of such notice, or at such time as is mutually agreed to by the parties.

Dated at Brantford ,Ontario this 30th day of May , 2019

For the Company



Arun Kulkarni

For the Union



Cindy Reposo



Don Guest

Schedule "A" Wage and Classification List

SHEDULE "A" – WAGES AND JOB CLASSIFICATIONS

CLASSIFICATION	Rate May 30 2019	RATE May 30 2020	RATE May 30 2021	RATE May 30 2022	RATE May 30 2023	RATES Effective OCT 1 ,2023 Minimum wage
<u>Class 1</u> Picker Grinder Operator Material Handler Janitor / General labour Trainee Blender	14.95	15.20	15.40	15.60	15.85	15.85 16.55
<u>Class 2</u> Operator Maintenance Helper Shipper	15.45	15.65	15.85	15.95	16.20	16.20 16.55
<u>Class 3</u> Extruder Operator	15.85	16.05	16.25	16.45	16.70	16.70
<u>Class 4</u> Qualified Maintenance Mechanic	16.70	16.90	17.10	17.30	17.55	17.55
<u>NEW HIRE</u> CLASS 1 AFTER 90 DAYS	14.00 14.25	14.25 14.45	14.45 14.65	14.65 14.85	14.85 15.10	14.85 15.10 16.55
<u>NEW HIRE</u> CLASS 2 AFTER 90 DAYS	14.10 14.35	14.35 14.55	14.55 14.75	14.75 14.95	14.95 15.20	14.95 15.20 16.55

Shift Premiums: Afternoon Shift - \$0.20 Night Shift - \$0.25

Any Red circled rates plus wage increases to be continued throughout the term of this agreement.

All probationary employees will be placed in the appropriate classification. If the probationary employee is currently red-circled, he/she will continue to earn the present wages and will move into the appropriate classification on confirmation.

All lead hands shall be paid seventy-five (75) cents per hour in addition to their regular rate of pay for all time while so assigned by management as a lead hand.

All employees on the afternoon shift will receive a shift premium of twenty (20) cents per hour and midnight shift will receive a shift premium of twenty-five (25) cents per hour.

NOTES

(a) Trainee on Forming will reach the top rate in 4 months on completion of Test

(b) Trainee on Extruder will reach the top rate in 6 months on completion of Test

LETTER OF UNDERSTANDING : Re Benefits

Letter of Understanding regarding the Company Sponsored Health Benefit Program The Company will maintain the Health Benefit Program as per Policy # 480009 with Manion Wilkin & Associates Ltd. at the present levels, with the changes listed below, for: the entire duration of the Collective Agreement.

It was agreed that the Benefits booklet: following changes would be made to the

- 1) The amount of life insurance for which the employee is covered, will be payable upon death to the employee's last named beneficiary, on the following basis:
 - \$5000 (five thousand dollars) or 25%, whichever is higher, will be paid upon claim approval.
 - Balance in 12 equal monthly payments
- 2) The amount of accidental death and dismemberment benefit for which the employee is covered will be payable on the following basis:
 - \$2500 (two thousand five hundred) or 25%, which ever is higher will be paid upon claim approval.
 - Balance will be paid in 12 equal monthly payments.
- 3) The deductible will be only \$25 (twenty five dollars) for extended healthcare for single and \$50 (fifty dollars) per family per calendar year.
- 4) The deductible will be only \$25 (twenty five dollars) for dental care for single and \$50 (fifty dollars) per family per calendar year.

The table of Dental Code will be requested Company and provided to the Union from the Insurance

Agreed to this letter of understanding on the 30th day of May, 2019

For the Company


Arun Kulkarni

For the Union


Cindy Raposo


Don Guest

LETTER OF UNDERSTANDING
Re: Seven (7) Day Shift Schedule

	Shift 1	Shift 2	Shift 3	Shift 4
	start/finish	start/finish	start/finish	start/finish
Sun	Off	Off	7am/7pm	7pm/7am
Mon	Off	Off	7am/7pm	7pm/7am
Tues	7am/7pm	7pm/7am	Off	Off
Wed	7am/7pm	7pm/7am	Off	Off
Thurs	7am/7pm	7pm/7am	Off	Off
Fri	7am/1pm	1 pm/7 pm	7pm/1am	1am/ 7am
Sat	Off	Off	7am/7pm	7pm/7am

There will be three paid 10 minute breaks per 12 hour shift and unpaid 20 minute lunch break and one 10 minute break. During a six hour shift there will be 20 minute paid break.

Statutory holidays will be paid at the rate of 8 hours straight time as per Article 10 plus straight time for any hours worked. All Statutory holidays will fall on Fridays.

If the Company decides to change starting and quitting time at any time, they will notify the Union and the bargaining employees at least two weeks in advance of the change.

This Letter of Understanding to be in effect for the duration of the Collective Agreement.

Agreed to this letter of understanding on the 30th day of May, 2019

For the Company


Arun Kulkarni

For the Union


Cindy Raposo


Don Guest