COLLECTIVE AGREEMENT

Between:

MAPEI INC.

(hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 938

(hereinafter referred to as the "Union")

OF THE SECOND PART

December 8, 2019 to December 8, 2023
ARTICLE I
PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Company and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the Company business. This Agreement shall be regarded as a complete and specific statement of the relationship between the Company and the Union.

1.2 The Union and the Company agree that this Agreement constitutes the entire Agreement between the parties. It is understood that any practice by the Company does not create any obligations on the Company in addition to those contained in this Agreement.
ARTICLE II
RECOGNITION

2.1 The Company recognizes the Union as the exclusive bargaining agent for all employees of the employer in the City of Brampton, save and except supervisors and foremen, persons above the rank of supervisor and foreman, office, clerical, sales staff, laboratory technicians, chemists and students employed during school vacation periods.

2.2 As a condition of employment all employees shall be required to pay union dues as set down by the Local Union. All employees must immediately assign to the Union through payroll check-off the current month Union dues by signing the regular dues authorization and application for membership card supplied by the Union, the copy of which will be forwarded to the Union office. Dues authorization cards shall remain in effect during the term of an employee’s service with the Company.

2.3 Unless the Company is otherwise notified by the Local Union prior to the completion of the employee’s probationary period, the Company shall, as a condition of an employee’s continued employment, deduct an initiation fee in installments of twenty-five dollars ($25.00) per pay for two pay periods after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

2.4 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.

The Union will notify the Company in writing of any arrears in regular monthly dues or initiation or re-initiation fees or assessments, and the Company will on the following pay period, commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above.
2.5 If an employee is absent and has not sufficient pay to his credit, his Union dues shall accumulate and shall be deducted upon his return to work, not to exceed double the normal dues per pay period unless otherwise notified in writing by the Local Union.

2.6 The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees or assessments and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than twenty-five dollars ($25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.

2.7 The Company will show the yearly Union dues deductions on employee’s T4 slips.
ARTICLE III
RELATIONSHIP

3.1 Both the Union and the Company agree that no discrimination of any kind will be practiced or condoned by them against any employee by reason of sex, race, colour, creed, religion, national origin or age.

3.2 The Company and the Union agree that no employee shall in any manner, be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

3.3 Neither the Union, nor any of its members, will engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the expressed written permission of the Unit Manager.

3.4 The Union recognizes the Company's responsibility to produce and to meet the requirements of its customers who furnish the source of employment for the Company's employees. The Union will cooperate with management's attempts to satisfy its customers and will, as requested, cooperate with the Company's efforts to improve the accuracy and efficiency of its production and to produce quality work. It is agreed that as part of the employee's work responsibility, each employee shall be responsible for examining work received and shall not cover up, process or pass on defective or inaccurate work to the next operation unless such acts have the approval of supervision.

3.5 Union Security – Each bargaining unit employee from the first day of permanent employment shall be required as a condition of employment to have deducted from each pay due an amount equivalent to the regular monthly union dues. Thereafter, the Company agrees to make such deduction from each pay due to the employee and to remit same not later than the fifteenth (15th) of the following month to the Secretary Treasurer of the Union. The Company shall, when remitting such dues, name the employees from whose pay such deductions have been made, together with their social insurance numbers. The Union agrees to advise the Company in
writing the amount set as regular monthly dues. Initiation fees will be deducted from each employee upon completion of his probationary period.

In the case of new bargaining unit employees, the Company will provide the Union with the employee’s name, social insurance number, rate of pay, date of hire, address and department.

3.6 The Union agrees to save the Company harmless against all claims and demands arising pursuant to any deductions made under this Article.

3.7 The Company agrees that an authorized Business Representative of the Union who is not employed by the Company may, upon prior notification, be allowed access to a designated meeting room in the Company's facility. Permission for such access must come from the Unit Manager and will not be unreasonably withheld.

The Business Representative must only enter the premises through the main entrance and first present themselves at the Reception Desk to obtain a visitor’s badge and inform the plant manager of his arrival.
ARTICLE IV
MANAGEMENT RIGHTS

4.1 Except as specifically limited by the express provisions of the Agreement, the Company reserves and retains, solely and exclusively, the right to manage the plant and direct the workforce. Without restricting the generality of the foregoing, the sole and exclusive rights of management include, but are not limited to the right to:

(a) maintain order and efficiency;

(b) hire, promote, demote, classify, transfer, suspend or retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) make, alter and enforce, from time to time, reasonable rules and regulations governing its employees;

(d) generally to manage the business in which the Company is engaged and without restricting the generality of the foregoing to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and technique of work, the content of jobs, the schedules of production, the number of employees to be employed, the hours of work, the extension, limitations, curtailment or cessation of operations or any part thereof. Further, the Union acknowledges and agrees it is the exclusive right of the Company to determine and exercise all of the functions and prerogatives which shall remain solely with the Company;

4.2 The Union acknowledges and recognizes that all matters concerning the management of the Company's operations and the direction of the work force are fixed exclusively with the
Company and shall remain solely with the Company except as specifically limited by an express provision of this Agreement.

4.3 Foreman and other senior members of management will not be permitted to perform the work of the employees in the bargaining unit, except for the purpose of instruction, training and in emergency situations, including circumstances brought about by urgent customer service needs provided that no bargaining unit employees are available.
ARTICLE V
GRIEVANCE COMMITTEE AND STEWARDS

5.1 The Company agrees to recognize one (1) Steward and one (1) Alternate Steward selected by the Union, per shift. All Stewards shall be regular employees of the Company during their term of office and shall have at least one (1) year of service with the Company prior to assuming office.

5.2 The Union will inform the Company in writing of the names of the Stewards appointed by the Union and of any subsequent changes in the names of any Steward or Stewards. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

5.3 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Company and accordingly, it is agreed that the privilege of Stewards to leave their work station without loss of basic pay to attend to urgent union business is only granted subject to the following conditions:

   (a) such business must be between the Union and management. Employees having grievances should not discuss these with Stewards in working hours except in the case of a discharged or suspended employee which is specifically dealt with later in this Agreement;

   (b) the time so taken shall be devoted to the prompt handling of necessary Union business;

   (c) the Steward concerned shall obtain the permission of his foreman before leaving his work; such permission shall not be unreasonably withheld;

   (d) the employer reserves the right to limit the time taken if it deems the time so taken to be excessive.

5.4 The Company shall recognize a Negotiating Committee of up to one (1) employee per shift for the purpose of meeting with the Company and negotiating the renewal of the Collective
Agreement. Employee members of the Negotiating Committee shall have at least one (1) year of service prior to the commencement of negotiations. Any time off work for the purposes of negotiations will be considered Union leave without pay.

5.5 It is agreed that the Shift Steward will be allowed to meet new employees once they have completed their probation period for a paid fifteen (15) minute meeting with each employee plus the Steward for the purpose of reviewing the Collective Agreement to explain and inform the new employees of the contents and meaning of the contract.
ARTICLE VI
GRIEVANCE PROCEDURE

6.1 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible.

6.2 The Company shall impose any discipline or termination within a maximum of fifteen (15) working days of becoming aware of the facts underlying the discipline or the termination.

6.3 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the grievance in writing, including grievances covered under Article 9. Notwithstanding the seven (7) days, no damages will be awarded for any period more than forty-eight (48) hours prior to Step 1 of the Grievance Procedure.

6.4 If an employee covered by this Agreement has a complaint relating to the interpretation, application or administration of this Agreement or where he alleges a violation of this Agreement an earnest effort will be made to settle such difference without delay in the following manner:

Step No. 1

The employee involved shall discuss his grievance with his foreman or immediate supervisor where he has no foreman. He shall have the assistance of his Steward if he so desires. If a settlement satisfactory to the employee concerned is not reached the grievance may be presented in writing as follows in accordance with Article 6.3.

Step No. 2

If the grievance is not settled at Step 1 and the employee wishes to pursue the grievance, the employee must submit his grievance in writing, on a form to be provided by the Union for that purpose, to the Warehouse Manager, Production Manager, Maintenance Manager or his immediate supervisor, or his designate. The grievance form shall be signed by the employee and a Steward and shall indicate the nature of the grievance, the section of the Agreement that the Union, claims, at that time, to have been violated and
the adjustment sought. The Warehouse Manager, Production Manager, Maintenance Manager or his immediate supervisor shall respond, in writing, within five (5) working days.

Step No. 3

If a satisfactory settlement is not reached at Step 2 and the grievor wishes to proceed, a request to proceed to Step 3 must be submitted to the Unit Manager within three (3) working days of receipt of the Step 2 reply. Unless otherwise agreed upon, the parties will discuss the grievance at the next Labor Relation Meeting and the subsequent ones if the grievance is not settled at the first Labor Relation Meeting. The presence of a full time representative of the Union shall be permitted.

6.5 If final settlement of the grievance is not completed within seven (7) working days after the first meeting held at Step No. 3 and only if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to arbitration as provided in Article 7 below, at any time within fourteen (14) days thereafter, but not later.

6.6 Should the Company not meet with the Union within the prescribed time limits at any stage of the grievance procedure, the Union may proceed to the next step of the grievance procedure.

6.7 All time limits in the grievance procedure and the arbitration procedure following are mandatory and binding and, may be extended only by mutual written Agreement of the parties. Any grievance not processed within the time limits or any extension thereto, shall be deemed to have been resolved by the last answer of the Company.
ARTICLE VII
ARBITRATION

7.1 Both parties to this Agreement agree that only grievances concerning the interpretation or alleged violation of this Agreement which have been properly carried through all the steps of the grievance procedure outlined in Article 6 above, and which have not been settled, will be referred to arbitration at the request of either of the parties hereto. Such notice must be given in writing to the other party in accordance with the time limits as provided in Article 6 above.

7.2 Within 5 working days of the giving of such written notice, both parties will exchange lists of three proposed arbitrators. The party desiring arbitration will then contact the other party if necessary to resolve the choice of arbitrator.

7.3 If the parties are unable to agree upon an arbitrator within twenty-one (21) working days of the exchange of lists, either party may request the Minister of Labour to appoint an arbitrator and shall provide the other party with a copy of such request. The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon the employee affected by it.

7.4 The arbitrator shall not have any power or authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decision inconsistent with, or contrary to, the terms and conditions of this Agreement; in any way to modify, add to, or delete from any provision of this Agreement; or to consider any matter not covered by a provision of this Agreement.

7.5 The cost and expenses of the arbitrator shall be borne equally by the parties. Either party may be represented by counsel.
ARTICLE VIII
MANAGEMENT GRIEVANCES and UNION POLICY GRIEVANCES

8.1 It is understood that the management may, at any time, file a grievance with the Designated Business Representative of the Union and request a meeting with him to discuss any complaint with respect to the conduct of the Union, its officers or committee persons, in its relationships with the Company or other employees or with respect to any complaint that there has been a violation of any contractual obligation undertaken by the Union. Such a meeting shall be scheduled and held within five (5) working days of such request (or such other time as is mutually acceptable to both parties). The Union shall give its reply, in writing, within five (5) days of such meeting. If the reply is not satisfactory the grievance may be referred to arbitration as set forth in Article 7 above.

8.2 A Union policy grievance which is defined as an alleged violation of this Agreement concerning the Union as such and in regard to which an individual employee could not grieve or concerning all or a substantial number of the employees in the bargaining unit and in regard to which an individual employee could not grieve may be lodged by the chief Union Steward in writing with the management at Step No. 2 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled at the step it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.
ARTICLE IX
DISCHARGE

9.1 A claim by an employee who has acquired seniority, that he has been terminated without just cause, may be the subject of a grievance.

9.2 All such grievances shall be taken up within three (3) work days and disposed of within ten (10) work days except where the case is taken to arbitration.

9.3 All preliminary steps of the grievance procedure prior to Step No. 2 shall be waived in such cases.

9.4 The grievance of an employee alleging his termination without just cause may be settled by confirming the Employer's action or by reinstating the employee either with or without compensation for lost time or by any other arrangement which is just and equitable in all the circumstances in the opinion of the concurring parties or the Arbitrator.

9.5 An employee who is suspended or terminated while in the plant, will, upon request, be entitled to speak with his Steward for a period of up to fifteen (15) minutes before being requested to leave the plant premises unless the circumstances giving rise to his suspension or termination involved violent or potentially violent behavior or unless his continued presence in the plant might result in the development of a situation which would be unsafe to the employee, other employees of the Company, or the plant itself.

9.6 Any discipline given to an employee will not be relied upon by the Company in further progressive discipline where the employee's disciplinary record has been free of further discipline for a period of fifteen (15) months.

9.7 The Company will provide a copy of all disciplinary actions (forms etc.) to the Union Business Representative and the Shift Steward.
ARTICLE X
NO STRIKE-NO LOCKOUTS

10.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, picketing, slowdown, or stoppage or work, either complete or partial, or interference with work or production which shall in any way affect the operations of the Company, nor shall there be any secondary boycotts, and the Company agrees that there will be no lockout. The words "strike" and "lockout" shall have their meaning from the Labour Relations Act.

10.2 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown or other action as set out in Article 10.1, but a claim by an employee that he did not take part in the incident giving rise to the discharge or discipline may be the subject of a grievance and dealt with as provided herein.

10.3 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in Article 8.

10.4 In the event of an illegal strike, picketing, stoppage or slowdown, or other action as set out in Article 10.1, it shall be the responsibility of the Union Officers, Business Representatives and Union Stewards to make every reasonable effort to have the employees resume normal work.
ARTICLE XI
WAGES & CLASSIFICATIONS

11.1 Schedule "A" headed "Wage Rates & Classifications" attached hereto is hereby made a part of this Agreement.
ARTICLE XII
HOURS OF WORK AND OVERTIME

12.1

(a) The normal hours of work per week consists of forty (40) paid hours. Hours of work shall be scheduled at the Company’s discretion. The Company may schedule work seven (7) days per week and shifts, which may include twelve (12) hour shifts, may be introduced. Employees will receive one thirty (30) minute unpaid lunch period each eight (8) hour shift, approximately half way through the shift. If an employee is working a twelve (12) hour shift, he shall receive two (2) thirty (30) minute unpaid eating periods.

(b) If the Company wishes to introduce a seven (7) day work week, which may include twelve (12) hour shifts, they will provide no less than fourteen (14) days notice of such change. At the time of such notice, the Company will provide the shift schedule to the Union and provide the Union with the opportunity to comment on the schedule.

(c) If the Company introduces a seven (7) day work week, which may include twelve (12) hour shifts, each employee will receive at least two (2) consecutive days off in every work week.

(d) During each shift a rest period of fifteen (15) minutes in total is provided during the first half of each regularly scheduled shift and another fifteen (15) minutes during the second half of each shift.

(e) If a twelve hour shift is introduced with respect to only part of the work force, it shall be staffed as follows:

(i) First on the basis of volunteers, in accordance with position, skill and ability;
(ii) Then, the remainder by assignment, in reverse seniority, in accordance with position, skill and ability.

12.2

(a) When an employee reports for work at the customary time scheduled for him without being notified to the contrary at least one (1) hour before the start of his regular shift and is assigned less than four (4) hours of work, he shall be paid at least four (4) hours at straight time rates. If no work is available at his regular job such employee may be required to perform four (4) hours work on any job which he is capable of performing.

This section shall not apply if the inability of the Company to furnish work is due to fire, flood, snow, ice and other Acts of God, power failure, labour disputes or other causes beyond the control of the Company.

(b) When an employee is called in to work after leaving the plant following his regular shift and before returning to work for his regular shift, he shall be paid a minimum amount equivalent to pay for four (4) hours at his straight time rate provided.

12.3 – Overtime

(a) Time and one-half an employee’s straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours per week, Sunday through Saturday.

In the event that the Company elects to operate utilizing a seven (7) day operation schedule, the Company may elect to average hours over a period of up to four (4) weeks to determine overtime entitlement.

(b) All overtime must be pre-authorized by the supervisor or department manager.

(c) Overtime premiums shall not be paid more than once for any hour worked and there will be no pyramiding of overtime with other premium pay under the Collective Agreement.
(d) Requests for rollover of overtime payment in the employee’s RSP should be made in terms of dollars and not in terms of hours.

12.4 Employees may request time off in lieu of overtime pay. The time off will be taken at a time mutually agreeable to the manager and the employee and cannot be used to extend a vacation or other leave, unless otherwise agreed to in writing.

Time off in lieu can only be taken in whole days, not portions thereof.

Each hour of banked overtime utilized in this manner will be paid as one and a half (1 ½) hours of pay.

No employee may accumulate more than three (3) days’ worth of their regular scheduled hours as lieu time. Such lieu time is to be taken no later than December 31st of that calendar year. Unused banked overtime will be paid out on the pay covering the last pay period of the year.
ARTICLE XIII
VACATIONS WITH PAY

13.1 For the purpose of calculating vacation entitlement and pay, the vacation year shall be from June 1st to May 31st.

(a) An employee who at June 1st in any year has completed less than one (1) year of continuous service with the Company shall receive vacation pay in accordance with the Employment Standards Act and shall be entitled to take vacation time in the next vacation year equivalent to one (1) day for each full month worked prior to that May 31st to a maximum of ten (10) days.

(b) An employee who at June 1st in any year has completed one (1) or more years continuous service but less than five (5) years shall be entitled to take vacation time in the next vacation year equivalent to one (1) day for each full month worked in the vacation year to a maximum of ten (10) days together with vacation pay equivalent to four percent (4%) of gross earnings during the vacation year, that is, during the twelve (12) months preceding May 31st in that year.

(c) An employee who at June 1st in any year has completed five (5) or more years of continuous service shall be entitled to three (3) weeks vacation with vacation pay equivalent to six percent (6%) of gross earnings during the previous year, that is, during the twelve (12) months preceding May 31st in that year.

(d) An employee who at June 1st in any year has completed eleven (11) or more years of continuous service shall be entitled to four (4) weeks vacation with vacation pay equivalent to eight percent (8%) of gross earnings during the previous year, that is, during the twelve (12) month proceeding May 31st in that year.

(e) An employee who at June 1st in any year has completed nineteen (19) or more years of continuous service shall be entitled to five (5) weeks vacation with vacation pay equivalent to ten percent (10%) of gross earnings during the
previous year, that is during the twelve (12) months preceding May 31st in that year.

(f) An employee who at June 1st in any year has completed twenty-six (26) or more years of continuous service shall be entitled to five (5) weeks plus one day vacation with vacation pay equivalent to ten percent (10.4%) of gross earnings during the previous year, that is during the twelve (12) months preceding May 31st in that year.

(g) An employee who at June 1st in any year has completed twenty-seven (27) or more years of continuous service shall be entitled to five (5) weeks vacation plus two (2) days with vacation pay equivalent to ten percent (10.8%) of gross earnings during the previous year, that is during the twelve (12) months preceding May 31st in that year.

(h) An employee who at June 1st in any year has completed twenty-eight (28) or more years of continuous service shall be entitled to five (5) weeks vacation plus three (3) days with vacation pay equivalent to ten percent (11.2%) of gross earnings during the previous year, that is during the twelve (12) months preceding May 31st in that year.

(i) An employee who at June 1st in any year has completed twenty-nine (29) or more years of continuous service shall be entitled to five (5) weeks vacation plus four (4) days with vacation pay equivalent to ten percent (11.6%) of gross earnings during the previous year, that is during the twelve (12) months preceding May 31st in that year.

(j) An employee who at June 1st in any year has completed thirty (30) or more years of continuous service shall be entitled to six (6) weeks vacation with vacation pay equivalent to ten percent (12%) of gross earnings during the previous year, that is during the twelve (12) months preceding May 31st in that year.
13.2

(a) The Company may require all employees, subject to this Agreement, to take a vacation period and may close the plant or any part of the operation for that purpose at any time convenient to the Company, but not to exceed (2) consecutive weeks. Whenever possible, employees shall be notified at least fifty (50) days in advance.

If any of the Paid Holidays occur during an employee's vacation, the employee will be granted an additional day off with pay at the beginning or end of the vacation. Employees who are scheduled to remain on duty during any plant shutdown or who have vacation entitled in excess of two weeks will be allowed their vacation at a mutually convenient time.

If work is required during a vacation shutdown period, the opportunity to work will be offered to employees by classification seniority. Refusal to work by senior employees shall not result in discipline. Work required during this period shall be mandatory in reverse seniority order by classification.

(b) For the summer vacation period (May 15 to September 15 of each year), employees must submit their vacation requests by no later than April 1 of that year. The Company will, by no later than April 30 of that year, post the vacation schedule. Employees not receiving their vacation requests will be given five (5) days from the posting of the vacation schedule to request alternative dates. The Company will then post a revised schedule by no later than May 14 of the year. Subsequent requests for vacation during the summer vacation period must be submitted no later than 14 days prior to the commencement date of the vacation requested and will be considered on a first come basis. For a one (1) or two (2)
day vacation, the request must be submitted forty-eight (48) hours prior to the commencement date of the vacation requested.

(c) Vacation must be taken by at least one block of five (5) days per reference year.

Vacation requests for any other time period must be submitted no later than 21 days prior to the commencement date of the vacation requested in order to receive consideration and in accordance with seniority.

13.3

(a) The maximum number of bargaining unit employees that shall be on vacation, by department, at any given time, unless the Company has declared a plant shutdown, are set out below. Should a dispute arise for the same period, seniority shall govern, subject to the operational needs of the Company and except in cases of Leave of Absence that were approved in accordance with Article 21.1.

The maximums are:

Maintenance, no more than one (1) person;
Production, no more than two (2) persons;
Shipping, no more than one (1) person.

(b) Employees entitled to more than two (2) weeks vacation shall take those extra weeks outside the regular summer vacation period in accordance with Article 13.2 (b). The employee may request more than two (2) weeks in the summer only after all employees have had an opportunity to request vacation during the summer vacation period.

13.4 Employees shall receive their vacation pay by separate deposit prior to going on vacations. Employees must provide two (2) weeks written notice to the Company of their proposed vacation dates in order to receive their vacation pay.
13.5 Employees must take their full vacation entitlement as outlined in the *Employment Standards Act, 2000* and may not work in order to receive wages in addition to their vacation pay. If required to work during a vacation shutdown period, the employee will not be forced to take his vacation entitlement.

13.6 Employees who have twelve (12) years seniority or more will have the option to forego up to one (1) week’s vacation time and the ability to withdraw their entire vacation pay during their weeks of vacation. Employees who elect to take all of their pay under this option cannot later take an unpaid week of vacation as they will have forfeit this week.

13.7 Employees who are entitled to more than three (3) weeks of vacation shall have the ability to rollover up to one (1) week of vacation to the next reference year.
ARTICLE XIV
STATUTORY HOLIDAYS

14.1

(a) The following holidays shall be observed as Paid Holidays:

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<td>Family Day</td>
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<td>Canada Day</td>
<td>MAPEI Day</td>
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<td>Civic Holiday</td>
<td>Floater Day</td>
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An employee, who wishes to take the Floater Day, must advise his supervisor two (2) business days in advance.

14.2 Employees will receive holiday pay in accordance with the Employment Standards Act, 2000.
ARTICLE XV
SENIORITY

15.1 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the employer and, except as specifically provided otherwise in this Agreement, shall be on a plant-wide basis.

15.2 An employee will be considered probationary for the first sixty (60) days worked and will have no seniority rights during that period, and if his employment is terminated, or he is disciplined in any way, at any time during such probationary period, such termination, or discipline, as the case may be, shall not be subject to the grievance procedure. After an employee has completed his sixty (60) days worked on probation he shall acquire seniority which shall date back to his last date of hire.

15.3 An employee shall lose all seniority rights and shall be deemed terminated in any of the following circumstances:

   (a) Quits for any reason.

   (b) Is given a disciplinary discharge and not reinstated through the grievance or arbitration procedure, or is terminated.

   (c) Has been on lay-off for more than twelve (12) months, or has not performed work for the Company during any twelve (12) month period or the length of the employee's seniority whichever is shorter.

   (d) Fails to report for work within three (3) working days after being notified by the Company by registered mail or e-mail following a lay-off or fails to inform the Company within two (2) working days of recall that he will report to work; both time limits from the time of receipt of notice. Such notice shall be deemed to have been received on the third day following it being sent. It shall be the responsibility of the employee to ensure that the Company records indicate his correct address, phone number and e-mail address at all times. The Company
shall be saved harmless from any notice not received by the employee when such notice has been mailed or otherwise delivered to the employee's address shown on the Company records. If the employee does not respond to a recall notice the onus is on the employee to prove their availability.

(e) Fails to return to work upon termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

(f) Retires.

(g) If the employee is absent from work for three (3) working days without proper notice to the employer as set out in Article 20 or if having given notice he fails to prove a reasonable bona fide explanation for his absence.

15.4 Employees returning from sick leave, approved leave of absence, Workers' Compensation, or maternity leave will be returned to work in accordance with the Employment Standards Act and any other applicable legislation, which will ordinarily mean a return to their former shift and former duties.

15.5 Seniority lists will be revised at least every six (6) months, including in September of each year. A copy of the list will be posted on the plant bulletin board and a copy e-mailed to the Union. The Company will not be responsible for errors or action taken on the basis of the posted seniority list unless the employee has notified the Company of such error within ten (10) working days of the posting of the list.

15.6 In the event that an employee covered by this Agreement should be promoted to a position beyond the scope of this Agreement, he shall, if returned to the unit, retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such other capacity to a maximum of three (3) months.

15.7 Subject to the Human Rights Code, where an employee has attained the age of sixty-five (65) years, or at any time thereafter, the Company shall have the rights, at its option, to retire him, without regard to the seniority provisions of this Agreement.
ARTICLE XVI
LAYOFFS AND RECALL

16.1 Lay-offs and recalls after such lay-offs shall be based on the following considerations:

(a) seniority; and

(b) qualifications.

It is understood that where qualifications are equal then seniority will govern. In the evaluation of an employee's qualifications, the employer shall be the sole judge. Such evaluation will be made in a good faith manner.

16.2 It shall be the duty of each employee to notify the employer promptly in writing of any change in address, phone number and e-mail address. Notice required of the employer shall be deemed to be given if forwarded to the employee at the last address of which the employer had notice.
ARTICLE XVII
VACANCIES, JOB POSTINGS, PROMOTIONS

17.1 Awarding of vacancies or promotions other than to supervisory positions, shall be based on the following factors:

(a) seniority; and
(b) qualifications.

17.2 It is understood that where qualifications are equal then seniority will govern. In the evaluation of an employee's qualifications, the employer shall be the sole judge. Such evaluation will be made in a good faith manner.

(a) The Company and the Union agree that the Company has utilized, and will continue to utilize a math proficiency test in determining qualifications for certain positions. The Company and the Union agree that the pass for the math test shall be 70%.

The Company and the Union further agree that the Company will be utilizing a mechanical aptitude test in determining qualifications for certain positions, including the Arodo Mechanic Operator.

17.3 When a new job classification is permanently created or when additional employees are required in an existing job classification, the employer will post a notice of the vacancy for a period of three (3) working days on the plant bulletin board and any employee in the bargaining unit may make application for such vacancy by signing the job posting within the three (3) day period.

17.4 As between employees, the selection to fill the vacancy will be governed by the provisions of Article 17.1 provided that nothing herein shall prevent the employer from hiring persons from outside the bargaining unit when no qualified employee applies.
17.5 Any permanent vacancy can be filled at the discretion of the employer on a temporary basis until a successful applicant has been selected pursuant to the posting procedure which shall not normally exceed twenty (20) working days.

17.6 In the event an employee has been selected to fill a permanent vacancy under this Article, he shall be precluded from applying for any new vacancy for a period of six (6) calendar months.

17.7 Only the original vacancy and the first subsequent vacancy shall be posted and all other vacancies which may occur as a result of having filled the original vacancy shall be filled at the discretion of the employer.

17.8 In the event the successful applicant for such permanent vacancy elects to revert to his former job classification or in the event the employer finds the successful applicant for such permanent vacancy unsatisfactory for the new job, then within thirty (30) working days after the date of the assignment of such permanent vacancy, the employer shall return the employee to his former job classification and wage rate without loss of seniority; any other employee promoted or transferred because of the re-arrangement of positions shall then be returned by the employer to his former position and former wage rate without loss of seniority. If the applicant elects to revert to his former job classification, the provisions of Article 17.6 continue to apply.

17.9 Any permanent vacancy that is created as a result of a termination shall, notwithstanding the time limit in Article 17.5 above, be considered a temporary vacancy until such time as the ability to grieve has expired or any grievance has been resolved.
ARTICLE XVIII
NEW JOB CLASSIFICATION

18.1 When a new job classification, which is covered by the terms of this Agreement is established by the Company or when an existing job classification is substantially altered so that it is tantamount to a new job classification, the Company shall determine the rate of pay for such new classification and notify the union of the same.

18.2 If the Union challenges the rate it shall have the right to request a meeting with the Company to discuss the rate.

18.3 Such request shall be made within ten (10) days after receipt of notice from the Company of such new job classification and rate.

18.4 If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement if submitted within fifteen (15) days of the meeting.

18.5 The decision of the Arbitrator shall be based only on the relationship established by comparison of the new job with other existing classifications at the plant having regard to the requirements and duties of such job classifications.
ARTICLE XIX
SAFETY AND HEALTH

19.1 The Company and the Union agree to cooperate in the promotion of safety and health of employees during working hours. The Company shall continue to maintain provisions for the safety and health of its employees at the plant during the hours of their employment. Where the Company deems it necessary, and as required by government regulations, for the safety of the employees, protective devices and other equipment shall be provided in an effort to reduce exposure to injury.

It shall be a condition of employment that steel-toed safety footwear shall be worn at all times in the plant. The Company will assist in the purchase of one (1) pair of safety boots, in any twelve (12) month period, after completion of probation and upon presentation of a receipt confirming the purchase took place after the date of hire by reimbursing up to one hundred and sixty dollars ($160.00) per twelve (12) month period.

The Union will cooperate with the Company in insisting that employees make use of devices and equipment furnished for their protection. An employee who does not wear safety equipment provided shall be subject to discipline.

In the event of damage to Company required safety equipment that occurs at work and that is out of the employee’s control, the Company shall replace the damaged equipment at no cost to the employee. The twelve (12) months shall then run from the date of the replacement of any safety boots.

19.2 The employer shall recognize two (2) Health and Safety Representatives appointed by the Union. The representative together with two (2) appointees from the Company, shall form a committee as established under the Occupational Health and Safety Act.
19.3 An employee who is injured at work and is unable to complete the rest of his shift shall be paid for the entire shift. The injured employee shall be transported to a hospital or doctor, whichever is necessary, at the Employer's expense.

19.4 The employer may require employees to undergo medical examinations because of a suspected health problem only for the purpose of determining if the employee is physically fit for the employment. Such examination shall be conducted by a physician chosen by the employer and shall take place during the employee's regular work hours, when possible. The employee shall be paid for reasonable time to attend such appointment if outside of regular working hours.

The employer shall pay the cost of the examination and fully compensate the employee for all time lost if during working hours. The employer shall provide a job description to the physician.

19.5 The Company agrees to continue to provide protective equipment for use by the employees as it was providing at the effective date of this collective agreement. The Company's practice included the provision of gloves, non-prescription safety glasses, face masks and earplugs where necessary in the plant.

The parties recognize that it is the duty of employees to take proper and reasonable care of the equipment referred to as if they were the owner of those articles.
ARTICLE XX
ABSENCE

20.1 a) An employee who is going to be late for his scheduled start time, with or without justification, must advise this supervisor, by telephone, at least 60 minutes before his scheduled start time. Upon reporting to work, the employee must report to the Supervisor on duty prior to the commencement of his shift and provide the reason for the lateness. In case of abuse, he may be required to furnish the Company appropriate documentation satisfactory to the Company justifying his reason for lateness. Failure to call in due to reasons beyond the employee's control shall not result in discipline. The onus of proof shall be with the employee.

b) An employee who will be absent from work, with or without justification, must advise his Supervisor, by telephone, at least 60 minutes before his scheduled start time. Upon his return to work following such absence, the employee must report to the Supervisor on duty prior to the scheduled commencement of his shift and provide the reason for the absence. He may be required to furnish the Company with a certificate of a legally qualified medical practitioner stating the reason for the absence, the date and time on which the physician examined the employee and certifying that the employee is fit to return to work or such other documentation satisfactory to the Company justifying a reason for absence other than illness. Failure to call in due to reasons beyond the employee's control shall not result in discipline. The onus of proof shall be with the employee.

20.2 An employee who is absent from work under the Workplace Safety and Insurance Act benefits, maternity leave, or sick leave in excess of 5 working days, must provide the Company with written notice of their intention to return to work at least two (2) working days prior to their intended date of return.

20.3 The Company will reimburse an employee, upon presentation of a requested medical note and accompanying receipt, the cost of up to a maximum of two notes per year, and to a maximum of twenty-five dollars ($25.00) per note.
If an employee is absent for three (3) or more consecutive work days, the employee shall be required to present a satisfactory medical note, dated on one of the days of absence, verifying the employee was unable to work due to medical reasons.

20.4

(a) At the beginning of each calendar year, the employee is entitled to forty (40) hours of sickness. When the employee is absent a full day, these sick hours must be used from the first absence, until the full use of the forty (40) hours.

(b) Sick days may not be carried over from year to year. If an employee, at year end, has outstanding sick day entitlement, they shall receive payment of the unused sick day entitlement.
ARTICLE XXI
LEAVE OF ABSENCE

21.1 Personal Leave

(a) The employer may grant leave of absence without pay if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the plant. It is understood that the employee must submit the leave of absence request at least three (3) months in advance, in writing, and the Company to respond within two (2) weeks with their decision, in writing. The leave of absence must be taken in combination with the employee's vacation to a maximum absence of eight (8) weeks in a twelve (12) month period.

It is understood and agreed by the parties that this clause is intended to address extended leave only, for example, to visit relatives outside the country. It does not affect the Company's right to deal with occasional absences as it sees fit.

(b) Should there be conflict between two (2) or more employees in the same classification requesting the same or overlapping time periods for the leave of absence, the Company shall consider but not be restricted to such issues as operational needs, seniority, and previously granted leave of absence.

21.2 Personal Leave - Unplanned

(a) When an employee requests a leave of absence without pay, in writing, to cover an emergency situation, the employee shall give as much notice as reasonably possible. The Company shall review such a written request and give its answer in a timely fashion. The Company reserves the right to request proof from the employee to substantiate a claim for the need of the emergency leave.
ARTICLE XXII
PARENTAL LEAVE

22.1 Employees shall be eligible for and entitled to maternity and parental leave in accordance with the provisions, terms and conditions of the Ontario Employment Standards Act.
ARTICLE XXIII
BULLETIN BOARDS

23.1 The Company shall provide a bulletin board which may be used by the Union for posting notices of Union meetings, Union appointments, the results of Union elections and similar matters of interest to Union members. No notice shall be posted on such bulletin board without first receiving the approval of the Business Representative or an officer of the Union and the Production Manager. Such approval of the Production Manager shall not unreasonably be withheld. Approval is to be given by initialing the bottom right-hand corner of the notice.
ARTICLE XXIV
BEREAVEMENT LEAVE

24.1

(a) An employee with established seniority who suffers the loss of a member of his immediate family shall be granted up to three (3) consecutive days leave of absence with pay for time necessarily lost from work for the purpose of arranging and/or attending the funeral.

Immediate family in such circumstances shall mean father, mother, husband, wife, son, daughter, brother or sister, step-mother, step-father, mother-in-law or father-in-law or legal guardian (with proof) of the employee.

(b) A leave of absence for one (1) day with pay for time necessarily lost from work for the purpose of attending the funeral of an employee's grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

(c) It is also agreed that the bereavement leave as referred to herein may be increased by up to two (2) consecutive unpaid days' travel time, provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure.

(d) An employee shall be required to provide satisfactory proof of death and funeral particulars.
ARTICLE XXV
PAYMENT OF WAGES

25.1

(a) All earnings shall be paid bi-weekly no later than Friday of the week following the end of the pay period. Each pay shall be accompanied by an itemized statement setting out the employee's name, number of regular hours worked, number of overtime hours worked, hourly rate, and an itemized statement of all deductions.

(b) All payroll shall be by Direct Deposit. All employees are required to provide appropriate information to the Company to facilitate this method of payment.
ARTICLE XXVI
LUNCH ROOM AND REST AREA

26.1 Employees covered by this Agreement will be encouraged to eat their lunch in the lunchroom. Employees will not use any work areas of the plant as a dining area.
ARTICLE XXVII
TEMPORARY TRANSFERS

27.1 An employee who for the convenience of the employer is temporarily transferred to another classification for which the rate of pay is different from that in effect for such employee's regular classification, shall be paid while so employed as follows:

(a) if the rate of pay for the classification to which he is transferred is less than the employee's regular pay he shall receive his own higher rate of pay; and

(b) if the rate of pay for the classification to which he is transferred is higher than the employee's regular pay, he shall receive the rate of pay for the classification to which he is temporarily transferred for the hours worked in the higher classification.

27.2 For a temporary transfer that lasts for more than one full shift or partial shift commencing during the shift, for the second shift of the temporary transfer, such temporary transfer will be in accordance with seniority and qualifications.
ARTICLE XXVIII
INTERPRETATION

28.1 Where the masculine pronoun appears in this Agreement, it shall be construed as including the feminine pronoun.

28.2 The term "Working Days" when used in this Agreement shall exclude holidays as defined herein and plant shutdown periods.

28.3 The term "Qualifications" as referred to throughout the Collective Agreement is defined as "skill and ability" to do the work required.
ARTICLE XXIX
TERMINATION

29.1 Term of Agreement

This Agreement shall be effective as of December 8, 2019 and shall remain in full force and effect until December 8, 2023, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) and no less than thirty (30) days before the date of its termination.
ARTICLE XXX
HEALTH AND WELFARE BENEFITS

30.1 The Company agrees to pay 60% of the premiums for the Group Insurance Plan, with the exception of Long-Term Disability Benefit premiums, which will be 100% Employee paid by payroll deduction, and 60% of the premiums to provide the Dental Plan. Employees will pay the remaining 40% of the premiums for each by way of payroll deduction.

It is agreed that the current eye wear plan will include the cost of eye exams, subject to the terms of the plan.

30.2 Should the Company paid premiums for the current benefit levels increase by more than 13% over the term of the Collective Agreement, it is agreed that the Company may reduce the coverage to the extent required to reduce the premium increase to 13% during the term of the Collective Agreement. The Company agrees to consult with the Union as to which benefit coverage will be reduced and to what extent.
31.1 Upon the later of ratification of the Collective Agreement or December 8, 2019, the Company will increase the current Base Wage Grid subject to a 2% increase for the Packaging Mechanic Operators and Mechanics and $0.57/hour for all other positions effective December 8, 2019.

31.2 On the first anniversary of the increase above all wage rates as set out in the new Wage Grid will increase by 2% for the Packaging Mechanic Operators and Mechanics and $0.57/hour for all other positions.

31.3 On the second anniversary of the increase above all wage rates as set in the new Wage Grid will increase by 2%.

31.3 On the third anniversary of the increase above all wage rates as set in the new Wage Grid will increase by 2%.
### 65A SCHEDULE "A"

**WAGE GRID**

**YEARS IN POSITION**

08-December-2019

**2% INCREASE** for Packaging Mechanic Operators and Mechanics

and $0.57/hour for all other positions

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* All general labours must drive fork lifts

Notes: Should an employee post to a higher classification and currently receives a wage rate higher than the starting rate for the higher classification, he shall be red-circled at that rate until he has been in the higher classification for a sufficient length of time to qualify for a higher rate.
**65A SCHEDULE "A"**

**WAGE GRID**

**YEARS IN POSITION**

08-déc-2020

2% INCREASE for Packaging Mechanic Operators and Mechanics and $0.57/hour for all other positions

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<td>$20.64</td>
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* All general labours must drive fork lifts

Notes: Should an employee post to a higher classification and currently receives a wage rate higher than the starting rate for the higher classification, he shall be red-circled at that rate until he has been in the higher classification for a sufficient length of time to qualify for a higher rate.
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<th>CATEGORIES</th>
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* All general labours must drive fork lifts

Notes: Should an employee post to a higher classification and currently receives a wage rate higher than the starting rate for the higher classification, he shall be red-circled at that rate until he has been in the higher classification for a sufficient length of time to qualify for a higher rate.
ARTICLE XXXII
SHIFT PREMIUM AND ALLOWANCES

32.1 Eight-Hour Shifts

Each employee working on an afternoon (second) shift will receive an hourly shift premium of one dollar ($1.00) in addition to the wage rate set out in the Wage Grid.

If a night (third) shift is introduced, each employee working that shift shall receive an hourly shift premium of one dollar and ten cents ($1.10) in addition to the wage rate set out in the Wage Grid.

32.2 Twelve-Hour Shifts

If the Company introduces twelve-hour shifts, each employee working on a night (second) shift shall receive an hourly shift premium of one dollar ($1.00) in addition to the wage rate set out in the Wage Grid.

32.3 Training Premium

Employees tasked with the responsibility of training new employees will receive an hourly premium of seventy cents ($0.70) in addition to the wage rate set out. The Company shall have complete discretion to appoint the Trainer and to determine the appropriate timeframe for training.

32.4 There shall be a Lead Hand premium of One Dollar ($1.00) per hour.

32.5 Each employee within the Maintenance Department shall be given a yearly tool allowance of $300.00 to replace lost or broken tools. Such an allowance shall be reimbursed upon presentation of receipt.

32.6 The employee(s) working the fourth floor mini silos shall receive a premium of twenty-five cents ($0.25) per hour.
32.7 Employees required to work multiple machines at the same time shall be given a two dollar ($2.00) per hour premium for the time spent working multiple machines.
ARTICLE XXXIII
GROUP RSP

33.1 Employees may only opt into or out of the Plan effective January 1 of each calendar year and must do so by December 15 of the preceding calendar year.

To be eligible to participate in the Plan an employee must have completed one year of continuous service.

If an employee withdraws their contribution out of the RSP before their departure from the Company, they will not receive any Company contribution portion.

Withdrawals may only be made for hardship reasons or for the purpose of a down payment on the purchase of a principal residence. The Company contribution portion shall remain in an employee’s RSP until their departure from the Company. In case of a hardship reason, the employee must provide the Company with tangible proof he has done everything in his power to avoid the withdrawal and that the withdrawal is his only and last option.

The Plan is subject to the terms and conditions of the Plan between MAPEI Inc. and its provider.

If an Employee opts into the Plan, the Employee must contribute 1.75% of their annual salary by way of payroll deduction. The Company will then contribute 3.25% of the Employee’s annual salary.

Annual salary shall only include regular hours of work.

If the proposed ORPP is implemented, the Company reserves the right to reduce the Group RSP contribution by an amount corresponding to the required ORPP employer’s contribution up to and including the elimination of the RSP.
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 14th day of November, 2019.
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LETTER OF UNDERSTANDING #1

OVER TIME PROCEDURE

When overtime will be needed, the following procedure will be followed:

1. Maintenance
   - If overtime is to be done and is known more than three (3) hours and one (1) minute in advance, it will be offered, by position, by seniority, in the department. The employee currently working at the plant will perform overtime after his shift and the employee being called at home*, will come in for work earlier. If overtime is the department's maintenance and is known more than three (3) hours and one (1) minute in advance, it will be offered, by seniority. The employee currently working at the plant will perform overtime after his shift and the employee being called at home*, will come in for work earlier. If overtime is known three (3) hours or less in advance, it will be offered to the most senior person currently working in the plant.
   
   • If overtime is to be done by employees out of the maintenance department and is known more than three (3) hours and one (1) minute in advance, it will be offered, by seniority. The employee currently working at the plant will perform overtime after his shift and the employee being called at home*, will come in for work earlier. If overtime is known three (3) hours or less in advance, it will be offered to the most senior person currently working in the plant.

2. Arodo Operator
   - If overtime is to be done and is known more than three (3) hours and one (1) minute in advance, it will be offered by seniority, to the Arodo Operators. The employee currently working at the plant will perform overtime after his shift and the employee being called at home*, will come in for work earlier. If overtime is known three (3) hours or less in advance, it will be offered to the most senior Arodo Operator currently working in the plant. If all Arodo Operators decline, the youngest in seniority will be assigned to the position.

3. Premix, Batch Operator, Packers, Forklift, Janitor and Material Handler in production
   - If overtime is to be done and is known more than three (3) hours and one (1) minute in advance, it will be offered by seniority, in the department to the employees regularly working on that equipment. The employee currently working at the plant will perform overtime after his shift and the employee being called at home*, will come in for work earlier. If overtime is known three (3) hours or less in advance, it will be offered to the most senior person in the department regularly working on that equipment currently working in the plant.
   
   • If the employees decline, it will then be offered, by seniority, to all employees included inside Production department. The same procedure applies. The employee will have to be able to perform the job immediately. If all employees included inside Production department decline, it will then be offered to all employees working in the plant, by seniority. Again, the employee will have to be able to perform the job immediately.

   - If overtime is to be done and is known more than three (3) hours and one (1) minute in advance, it will be offered by seniority, by position. The employee currently working at the plant will perform overtime after his shift and the employee being called at home*, will come in for work earlier. If overtime is known three (3) hours or less in advance, it will be offered to the most senior person by position currently working in the plant.
   
   • In all cases, if the employees decline, it will then be offered, by seniority, to all employees working in the Warehouse. The same procedure applies. The employee will have to be able to perform the job immediately. If all employees working in the Warehouse decline, it will then be offered to all employees by seniority. Again, the employee will have to be able to perform the job immediately.

For material handlers working on special projects: if overtime is to be done in the department affected by a special project, material handlers will be included in the offering of overtime by seniority, and this, only if
they worked in the department within the same week overtime is offered and if they do not work on the shift during which overtime is scheduled.

In all cases and if everybody declines, the most junior in seniority will be assigned to the position.

When overtime is needed to replace an employee who is on vacation, it will be offered by seniority to the employee working on the other shift. In the shipping department when all employees on the other shift will have been asked, employees working on the same shift could be asked to stay after his shift or to come in earlier on the next day.

Employees who believe the supervisor and/or manager have not respected the present procedure must address the issue with his supervisor and/or manager as per article 6 of the collective agreement. The failure to raise the issue may lead to the nullity of the grievance.

All of the above is subject to the employee in question being eligible to perform the work in accordance with the hours of work provisions of the Employment Standards Act. In all cases, it is the employer's management right to award overtime or not and on the appropriate shift as needed.

* In all cases, an employee who is being called at home and who is absent will have to return the call within fifteen (15) minutes. If he doesn't have a voice mail, overtime will be offered to the next employee on the seniority list. The employee being asked or called at home and refuses or does not return the call that day will not be asked a second time unless the whole seniority list has been exhausted.

This procedure could be subject to change after discussion with the Union.

READ, APPROVED AND SIGNED ON THIS 10th day of September 2015.

Annick Paré, Human Resources Manager
MAPEI Inc.

Shahan Simon, Business representative
International Brotherhood of Teamsters Local Union 938