

# **COLLECTIVE AGREEMENT**

BETWEEN

**SFL CANUSA CANADA LTD.**

(Hereinafter referred to as the "Company")



AND



**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION AND ITS LOCAL  
2016**

(Hereinafter referred to as the "Union")

June 25, 2021 – June 24, 2025

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to establish and maintain for the Employer, the Union and the Employees, the full benefits of orderly collective bargaining, an amicable method of settling differences which may arise between the parties, and to set forth satisfactory working conditions, hours and wages, for all employees who are subject to the provisions of this Agreement.
- 1.02 The Union agrees that efficient and economic production is in the interest of both parties, it will promote amongst its members good workmanship and safety. The parties further agree that in order for the plant to compete globally, safety, quality and production will be jointly promoted.
- 1.03 Where the singular is used throughout this Agreement, the plural is an acceptable substitute and wherever the plural is used, the singular is an acceptable substitute. Wherever the male gender is used throughout this Agreement, the female gender is an acceptable substitute and vice versa.
- 1.04 A day specified in the Agreement shall mean a working day. Saturdays, Sundays and holidays are excluded, unless otherwise specified.

## **ARTICLE 2 – RECOGNITION AND SCOPE**

- 2.01 a) The Company recognizes that the Union is the sole and exclusive Collective Bargaining Agent for its employees in the SFL Canusa Canada Ltd. plant in Huntsville, and the distribution center in Burk's Falls, Ontario, save and except, Supervisors, persons above the rank of Supervisors, office and sales staff, engineering staff employed in their professional capacity and students employed during the school vacation period.

- b) No employee outside the bargaining unit shall perform work normally performed by employees in the bargaining unit, except in the cases of emergency, experimentation, testing of machinery, training and instructing employees on the job.

The absence or unavailability of a bargaining unit employee may dictate that a non-bargaining unit employee may perform bargaining unit work until a bargaining unit employee is available. The Company shall make every reasonable effort to find a bargaining unit employee. The Company will inform an on-shift Union Steward when it is exercising its right.

- 2.02 During the term of this agreement, the Company agrees that there shall be no lock-out and the Union agrees that there shall be no slow-down, strike or other work stoppage or interference with work.

### **ARTICLE 3 – RELATIONSHIP**

- 3.01 a) The Company shall not discriminate against any employee because of such employee’s membership in the Union.

b) The parties are committed to maintain a safe workplace that is free from verbal, physical, visual and sexual forms of harassment as well as free from violence or threats of violence. Harassment, intimidation or discrimination in the workplace shall not be tolerated. Violations of such may be cause for discipline up to and including termination. The Company and the Union agree to form a joint committee to investigate allegations of harassment. Discipline issued for safety violations will not be removed from an employee’s file for twelve (12) months and may be used progressively should another incident occur.

c) The Company and the Union agree that there shall be no discrimination against any individual based upon the current OHRC which includes, but is not limited to: race, ancestry, place of origin,

citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, colour, ethnic origin and/or record of offences.

3.02 The Union agrees that unless duly authorized:

- 1) Union meetings will not be held on Company premises.
- 2) No employee or Union official will engage in any Union activity on Company time, during his working hours, or the working hours of the employee. Violations of any of the foregoing provisions may be cause for discipline up to and including termination.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 It is recognized that management of the plant and direction of the work force are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

The exercise of such rights shall include but not limited to:

- 1) The right to hire, select, assign, increase and/or decrease the working forces, promote, demote, transfer and make temporary and indefinite lay-off for lack of business or materials.
- 2) The determination of the number and location of plants; the product to be manufactured at these plants; the method of manufacturing; layout of these plants; schedules of production; kinds of locations of machines and tools to be used; processes of manufacturing and assembling; the engineering and design of its products; and the control of material and parts to be incorporated in the products produced.

- 3) The making and enforcement of rules and regulations relating to discipline, safety and general conduct of employees and to suspend or discharge or otherwise discipline employees.
- 4) In the event that new production equipment is installed in the Huntsville or Burk's Falls facility, and until said equipment enters production it may be operated by non-bargaining unit personnel. Permanent postings shall be posted within six (6) months of the equipment entering the facility. Coordinated training shall commence and employees shall work along side the engineering staff as operational issues are resolved. Job rates for such new equipment shall be negotiated with the Union for a trial period of three (3) months at which time the Company and the Union shall meet to set the permanent rate and classification of all related jobs.
- 5) All discipline shall be meted out within ten (10) business days of the date the infraction becomes known. The Company and the Union are willing to consider time extensions which will not be unreasonably denied.

## **ARTICLE 5 – DEDUCTIONS AND CHECK-OFF**

- 5.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, each pay period from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 5.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with

a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union Office designated by the Area Coordinator.

5.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.

b) A list of the names of all employees from whom no deductions have been made and reasons.

c) This information shall be sent to both Union addresses identified in Article 02 in such form as shall be directed by the Union to the Company.

5.04 The Company agrees to contribute to the Union Education Fund five cents (5¢) per hour worked per employee. Such contributions shall be made by separate cheque and statement, along with check-off remittance.

5.05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

5.06 The Company, when preparing T-4 slips for the employees will enter the amount of Union dues paid by the employee during the previous year.

5.07 The Company shall supply the Union with a complete address and telephone list of all bargaining unit employees within thirty (30) days of ratification of this Agreement, such list shall be updated and submitted to the Union semi-annually thereafter.

## **ARTICLE 6 – UNION REPRESENTATION**

6.01 The Company agrees to recognize one (1) Plant Chair (or his designee) and one (1) or more (maximum 3) Union Stewards on each shift. When the Company formally disciplines an employee, the recognized Steward on shift shall be present for the initial discipline meeting unless the employee declines to have a Steward present.

When an employee initiates a complaint or grievance, they shall have a choice of Steward on shift and must make the necessary arrangements for the meetings with the Supervisor.

6.02 The Company shall be notified in writing by the Union of the names of the Union Stewards and any changes made thereto.

6.03 When an employee issue, or concern, requires a union representative to leave his workstation, he shall first receive permission from his immediate supervisor or designee. Such permission shall not be unreasonably denied. For absences in excess of a shift, Article 17 applies.

6.04 The Company agrees to recognize a negotiating committee for the purpose of Collective Bargaining to consist of the Area USW Representative and three (3) bargaining unit members. The bargaining committee will be paid their regular hourly rate for their scheduled shift hours when negotiation meetings are occurring on days they are scheduled to work. When such meetings occur on non-scheduled shift days, the bargaining committee will be paid for actual hours attending to negotiations.

6.05 The Union shall have the use of a bulletin board to be located in a mutually satisfactory place, for official Union notices. Such notices will be approved by the senior site supervisor or HR management prior to posting. Such approval shall not be unreasonably denied. The board will be kept locked. All notices should be signed by the

SFL Canusa Canada Ltd. Sub-Local Chair or his designee and a copy provided to the Company.

- 6.06 An authorized full-time union representative who wishes to visit the workplace to speak to the Plant Union representative about official union business shall advise the senior site supervisor who shall, subject to production requirements, authorize the visit. Where possible, these talks shall be arranged before the start or following the completion of the Plant Union representative's regularly scheduled shift.
- 6.07 An employee may request attendance by a union steward at any WSIB mediation meeting held at the plant concerning his return to work.
- 6.08 As part of the orientation of new employees conducted by the Company, a Union representative will be given the opportunity to provide Union orientation to the employee. The Company will inform the SFL Canusa Canada Ltd. Sub-local Chair or his designee of scheduled new employee orientations, with a minimum of three (3) days notice.
- 6.09 An employee who is planning to return to work after a lengthy absence (including WSIB) must notify the Company at least two (2) weeks in advance of returning. The Company has the right and legal obligation to obtain the necessary information through the employee to confirm that the employee has the required ability to do the work and to ensure that the health and safety of the employee and others and property are not in jeopardy. The onus is on the employee to establish fitness to return to work. Accommodated and modified work will be considered as appropriate. If the employee refuses to or does not provide the requested information, the return to work will be declined or delayed. As appropriate and necessary, a meeting may be held with the employee and Union representation to resolve any return

to work and/or accommodation issues. The principles of privacy and confidentiality will be observed.

- 6.10 When an employee does not immediately return to work from an approved medical leave or an approved or denied medical or WSIB, Short Term Disability or LTD leave or claim, a meeting will be promptly held between Union representative(s) and the Company to discuss the reason(s) why the employee has not returned to work. A WSIB representative may attend if requested by either party. The parties will assess employment opportunities including accommodation and will develop a return to work (RTW) plan to be presented to the employee. The principles of privacy and confidentiality will be observed.

If the employee does not accept the RTW plan and does not return to work within ten (10) days, the employee will be terminated. The Company and the Union are willing to consider time extensions which will not be unreasonably denied.

The employee must still comply with the requirements and obligations of Article 9.04 5) and 6).

- 6.11 Should the employee not be able to return to work and is no longer on an approved medical leave, short term disability, long term disability or WSIB, the employee will be removed from the seniority list after 24 months or length of service, whichever is less and all monies owing to the employee will be paid out and the file closed.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01 It is the mutual desire of the parties that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation or alleged violation of this Agreement shall be resolved as quickly as possible.

7.02 It is generally understood that an employee has no complaint or grievance until he either directly or through a Union representative has first met with his immediate Supervisor in an attempt to resolve the matter.

7.03 If, after meeting with the immediate Supervisor and such complaint is not settled within three (3) regular working days, or within any longer period which may have been agreed to by the parties, then within a further three (3) regular working days, the Union may file a grievance at Step 1.

**Step 1:** The grievance shall be submitted in writing to the Production Manager either directly or through the Union. The Production Manager shall meet with the employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The griever may be present at this meeting if requested by either party. The Production Manager shall within a further three (3) working days give his answer on the grievance form and return it to the Union.

**Step 2:** If the decision of the Production Manager is not satisfactory to the griever, the grievance may within three (3) working days be submitted to the Operations Manager or his Designee who shall, within three (3) working days, hold a meeting between the Union and the appropriate representatives of management in a further attempt to resolve the Grievance. The Operations Manager or his Designee shall, within a further three (3) working days, give his/her decision in writing on the grievance form and return it to the Union.

**Step 3:** If a satisfactory settlement is not reached at Step 2, then the Union, within five (5) working days of the decision of Step 2 may request a Step 3 meeting within the next fifteen (15) working days or for a time mutually agreed to by the parties. The USW Local 2016 representative will be present at this meeting and the Operations Manager or his designee will be present. The

Company will render its decision within five (5) working days of the Step 3 meeting, in writing, to the Union.

- 7.04 The Company shall not be liable for retroactive payments from the date of filing a grievance hereunder and shall not be required to consider any grievance that is not presented within ten (10) working days of the alleged violation of the Collective Agreement occurring.
- 7.05 The time limits set out in this Article shall be strictly observed. Any grievance not filed within the time limits established by the provisions of this Agreement shall be considered disposed of or settled. If the Company fails to comply with the time limits established by the provisions of this Agreement, the Union may file a grievance at the next succeeding stage. It is expressly provided, however, that the parties may agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.
- 7.06 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance.
- 7.07 A Policy grievance may be brought forward by the USW Local 2016 Representative or the SFL Canusa Canada Ltd. Sub-local Chair or his designee, in writing, and will be submitted to the Production Manager at Step 1 of the grievance procedure.
- 7.08 It is understood that the Company may bring forward and give to the Union at any time, any grievance:
- 1) with respect to the conduct of the Union, or its representatives,
  - 2) with respect to the conduct of the employees generally,

3) with respect to the application or interpretation of any provisions of the Agreement.

This grievance shall be presented in writing to officials of the Union at Step 2 of the grievance procedure. The Union will meet with the Company within three (3) working days of the receipt of the grievance, or any time mutually agreed upon, in an attempt to resolve the grievance. The Union shall, within a further three (3) working days, give their written answer to the grievance and return it to the Company.

If a satisfactory settlement is not reached at Step 2, then the Employer, within five (5) working days of the decision of Step 2 may request a Step 3 meeting within the next fifteen (15) working days or for a time mutually agreed to by the parties. The USW Local 2016 representative will be present at this meeting and the Operations Manager or his designee will be present. The Union will render its decision within five (5) working days of the Step 3 meeting, in writing, to the Employer. Thereafter the Company will notify the Union within fifteen (15) working days if it has decided to proceed to arbitration.

7.09 If final settlement of the grievance is not reached, the grievance may be referred to arbitration within fifteen (15) working days of the Company's response at Step 3.

7.10 A grievance related to the discharge of an employee shall commence at Step 2 of the grievance procedure.

7.11 All grievances must specify the Article and clause of the Collective Agreement which have allegedly been violated.

## **ARTICLE 8 – ARBITRATION**

- 8.01 Differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including whether or not a matter is arbitral, may be appealed to final binding arbitration. When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing within thirty (30) calendar days of the written answer to Step 3.
- 8.02 The arbitration procedure incorporated in this agreement requires the parties to agree on the selection of a single Arbitrator or, alternatively, either party may request the Minister of Labour to appoint a single Arbitrator. It is agreed that either party may pursue settlement of a dispute via the provisions contained in the Ontario Labour Relations act or its subsequent amendments.
- 8.03 The decision of the Arbitrator with respect to matters coming within the jurisdiction of the Arbitrator pursuant to the provisions of this Agreement shall be final and binding on both parties hereto, and should be rendered within sixty (60) working days from the time the matter was referred to arbitration.
- 8.04 The Arbitrator shall have no jurisdiction to alter, change, amend, or enlarge the terms of this Agreement.
- 8.05 Each of the parties hereto will bear its own expenses with respect to any arbitration proceedings. The parties hereto will bear jointly the expense of the Arbitrator on equal basis.
- 8.06 The parties agree that the time limits contained in this article may be waived or extended by mutual consent.

## **ARTICLE 9 – SENIORITY**

- 9.01 Seniority shall be on a plant wide basis and shall be defined to mean total length of continuous service with the employer from the date of the most recent hire.
- 9.02 a) An employee shall be considered to be on probation until having completed ninety (90) shifts of employment or 720 hours worked. After sixty (60) shifts or 480 hours worked, probationary employees will receive the General Labour rate for the remainder of their probation. Employees on probation shall have no seniority rights or other entitlements under this Agreement during the period of probation. After completion of the probation period, an employee's seniority shall be backdated to their date of hire.
- b) Probationary employees may be terminated for failure to meet Company established standards, which are not arbitrary or discriminatory and which include attendance, work habits and productivity. Such terminations are eligible for consideration under Article 7, but are subject to a lower standard of cause than for seniority employees.
- 9.03 a) The Union recognizes that in the case of a layoff not expected to exceed five (5) working days for employees on eight (8) hour shifts, and three (3) working days for employees on twelve (12) hour shifts, the Company may layoff individual employees without regard to the seniority provisions of this Agreement. The Company will endeavor to retain senior qualified employees when layoffs occur under this clause.

Under this clause qualified employees with seniority shall not be laid off while probationary employees are retained.

- b) In cases of layoff which are anticipated to exceed five (5) working days for employees on eight (8) hour shifts, and three (3)

working days for employees on twelve (12) hour shifts, the following procedure will be followed:

- 1) Employees on probation in the plant will be laid off first provided the remaining employees are capable, as assessed by management, of efficiently performing the work remaining to be done. Such employees shall have no right to recall.
- 2) Thereafter these factors shall be considered:
  - i) Plant seniority, and,
  - ii) Capability as assessed by management, of employees to perform the work remaining to be done.

Plant seniority shall govern if in the judgement of the Company the qualifications in paragraph 2, ii) are relatively equal.

Recall after layoff shall be in inverse order to the above.

- 3) An employee scheduled to be laid off or displaced may, provided he has the required skill and ability (as determined by the Company) and seniority, bump a more junior employee out of that employee's classified job. As required the more senior employee may be granted up to five (5) working shifts on the bumped job for re-familiarization and to attain satisfactory performance to the job standards.
- 4) An employee who is displaced from a job he successfully posted to, can within eighteen (18) months return to that same job if it becomes vacant without recourse to the job posting procedures. This clause applies to all employees who are laid off as well as employees who are displaced within the plant.

c) Contracted out packaging and finishing work will be terminated or returned to the plant before any employee, who is able and available to do the work, are laid off.

9.04 An employee shall lose his seniority and be terminated for any of the following reasons:

- 1) If the employee quits his employment.
- 2) If the employee is discharged and is not reinstated in accordance with the provisions of this Agreement.
- 3) Failure to report from recall to work on the next scheduled shift after being notified to do so by the employer or within three (3) working days if authorized by the Company.
- 4) If an employee has been laid-off and not recalled for a period equal to the length of his continuous service with the company or thirty (30) consecutive months, whichever is less.
- 5) If an employee is absent without Company permission for his two (2) consecutive scheduled shifts.
- 6) Fails to return to work on his next regularly scheduled shift immediately following expiration of an approved Short-Term Disability Claim or Workers' Compensation, unless such leave is supported by reasonable medical evidence within 30 days.

9.05 Severance Pay Provision

In the event the Company, for non-culpable reasons, terminates the employment of an employee with more than five years' service, that employee will be entitled to one (1) weeks' pay, at his regular rate, for each year of service (pro-rated for the current year). To be eligible for this payment, the employee must be actively at work or absent from work because of an approved Short-Term Disability

or on an approved WSIB leave or other leave approved by the Company.

9.06 The Company shall post a revised seniority list quarterly showing the plant seniority date, employee number and current classification including temporary postings

9.07 Job Posting

a) In the case where the Company determines that there is a permanent job opening, or a temporary job opening expected to exceed thirty (30) days, in Classification 2 or higher, it will be posted in Huntsville and Burk's Falls for five (5) working days. In addition, a steady day shift job opening in any classification expected to exceed thirty (30) days shall be posted. An employee (including probationary) may then notify the Company in writing of their interest in the position. Employees on vacation or other leaves who wish to apply for posted positions are responsible for arranging for their name to be added to any posting while on leave of absence or vacation. A probationary employee shall only be considered when there is no successful seniority applicant.

The name of the individual selected shall be posted within five (5) calendar days of the completion of the selection process. Concurrent with that posting the successful applicant's pay rate will be the new job rate or training rate. If the successful applicant's current job rate is higher, that rate will be maintained until the applicant starts the awarded job.

The selection process will normally not exceed ten (10) days. Requested extensions will customarily be approved.

b) The company shall select the individual it determines to be qualified based on the job posting selection process; including but not limited to skill and ability.

- c) Skill and ability gained through temporary transfers will not be used by the Company when determining an applicant's qualifications for a job posting.

Where the job selection process yields relatively equal candidates, as assessed by management, then seniority shall apply

- d) The successful applicant of a job posting shall have up to a 120-hour trial period in the posted position to decide on whether to return to their previous position. The Company will endeavor to start the trial period within six (6) weeks of posting the award. In the event the trial period does not commence within the six (6) week timeframe or the Company deems the employee not suitable for the job posting, the employee will be free to apply to any subsequent postings after six (6) weeks.

If the applicant does not proceed beyond the trial period, the new vacancy will be filled by the Company from the list of qualified employees on the job posting. If the original posting was over sixty (60) calendar days previously to this date, the job posting process will begin over again. If no candidates are remaining, an employee from a Grade 1 classification (or below) will be assigned as the successful applicant at the discretion of the Company.

An employee who returns to their previous posted job is precluded from applying for the same posted position six (6) months from the date the posting was awarded.

This does not pertain to newly created positions.

- e) Training opportunities are intended, but not restricted to, upward progression in order to enhance production flexibility and responsiveness. Training opportunities will be posted as detailed in Article 9.07; however, the provisions of Article 9.07(b) shall not apply. Employees awarded training postings of a higher or equal classification, will receive the training rate or their rate, whichever is

higher. Employees awarded training postings of a lower classification, will receive the full job rate of the classification awarded. The company will endeavor to permit training in the classification awarded on a continuous basis, subject to production requirements. However, employees leaving key positions (Grade 4 and Grade 5) to train will be moved to the awarded training posting when production permits. Upon completion of the training, employees will either return to their former classification or bid on any permanent vacancies available.

- f) As twelve-hour shifts afford employees advantages in earnings and shorter work rotations, and provided that the Company can operationally concur, such shifts will be made available to senior employees, in that department, in the classifications scheduled for twelve (12) hour shifts before being given to junior employees. Further, such shifts shall be eligible for bumping in the event of downsizing provided the employee has the required skill and ability as determined by the Company.
- g) Steady day shift positions may be subject to bump in the case of downsizing or layoff. In the event that a day shift job is an accommodated position, and such accommodated employee cannot be accommodated in another position, such employee shall be protected in their position, subject to the employee having sufficient seniority to remain at work.

9.08 Bargaining unit employees assigned out of the bargaining unit shall have the right to return to the bargaining unit without loss of seniority for up to two (2) months from the date of the assignment provided the employee continues to remit their monthly union dues. The assignment to positions that supervise bargaining unit employees will be handled through the use of Team Coordinators and will be subject to the LOU on Team Coordinator. The Company and the Union are willing to consider time extensions which will not be unreasonably denied.

For long-term assignments, excluding those that supervise bargaining unit employees, employees assigned out of the bargaining unit shall have the right to return to the bargaining unit without loss of seniority for up to six (6) months from the date of the assignment provided the employee continues to remit their monthly union dues.

The Company and the Union are willing to consider time extensions which will not be unreasonably denied.

- 9.09 It is agreed that a successful applicant on a job posting will not be selected on another job posting within the same classification for a period of six (6) months from the date the position is awarded. In the event that a successful applicant completes their 120-hour trial period under 9.07 d), and later signs off the position, the successful applicant shall remain in the posted position until another successful applicant is fully trained. When the employee has migrated from a temporary posting to a permanent posting for the same position, the above shall not apply. The employee may bid on a position in a higher or lower classification.
- 9.10 The Company will advise the Union of any newly created jobs that are not covered by the existing classifications in Schedule A. When such newly created job is ready, in the Company's determination, to be posted on a permanent basis, then the parties to this agreement will meet and discuss an equitable rate prior to the job being posted. Such posting shall be as detailed in Article 9.07.
- 9.11 Temporary Transfers shall normally be offered to the most senior qualified/available employee on the shift requiring the transfer and will be for no more than thirty (30) workdays (six weeks). Extensions may be granted and shall not be unreasonably denied. Wage rates for such transfers shall be as in Article 13.02

## **ARTICLE 10 – HEALTH & SAFETY**

The Company and Union and employees are committed to providing a safe and healthy workplace and conducting our business activities in a manner that protects the environment. All are expected to work safely and in an environmentally appropriate manner. The Company with Union and employee support is committed to an incident and injury free workplace and the prevention of incidents. All have a duty to report workplace conditions or practices that pose a safety hazard or threaten the environment and to take reasonable actions to alleviate such risks.

- 10.01 It is understood that the Company, the Union and the employees will make every effort to maintain a safe work environment.
- 10.02 It is understood and agreed that the parties to this Agreement shall at all times comply with the Ontario Health and Safety Act.
- 10.03 a) The Company promotes a behavior-based health and safety program and the Union will cooperate to this end. Employees must obey safety rules as written by the Company that may be amended from time to time and use safety equipment as required.
- b) A joint health and safety committee shall be established and maintained. It shall be comprised of an equal number of salaried and bargaining unit employees to a maximum of three (3) members respectively.

The joint health and safety committee shall be co-chaired by one (1) bargaining unit representative and one (1) salaried representative who will alternate in the role of chairman every meeting. This committee shall hold meetings monthly to carry out their duties; i.e., monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Bargaining unit representatives shall suffer no loss of any rights, benefits or wages to which they would have been entitled to under the Collective Agreement.

- 1) Recommendations approved by the joint Health and Safety Committee will be made to the Company regarding the health and safety of the workers.
- 2) Any employee may refuse to work or do particular work, where he/she has a reason to believe that the work is likely to endanger himself/herself or another worker. In such refusals, the employee will follow the prescribed process of the Occupational Health and Safety Act.
- 3) Committee members are required to attend scheduled meetings of the joint health and safety committee. Alternate committee members shall be appointed and if an individual member is unable to attend a meeting, then he will advise the committee in advance, who will contact the alternate member.

10.04

a) The Company agrees to pay up to one hundred and eighty-five dollars (\$185.00) based upon actual receipted expenditures for the purchase of safety shoes (one or more pairs) each calendar year. Further this amount shall be increased by \$5.00 each year of the Agreement.

Material Handlers, Yard Person and Burks Falls Senior Shipper / Receivers are permitted one (1) additional pair of safety boots for winter wear; at the same value.

b) If required by the Company, the following safety equipment shall be provided: safety helmet, gloves, goggles, nonprescription safety glasses, respirators, hearing protection, or mandated safety device. The employee is responsible for their proper and reasonable use. The Company will replace such safety items as required.

c) The Company shall pay a maximum of one hundred and eighty-five dollars (\$185.00) to qualified Maintenance, SAC, Aaron, Baker and Kitmaker employees who have completed their

probation period upon confirmation that their existing footwear is worn out and who present a receipt. Employees eligible for this payment shall not be provided the payment in 10.04 a).

Boot allowance will be one hundred and eighty-five dollars (\$185.00) in the first year of the Agreement and increased \$5.00 per year for the remainder of the Agreement.

d) The Company will reimburse 100% of the cost for prescription safety eye-wear, for employees who submit a receipt showing purchase of lens and/or frames, to a maximum of two hundred and sixty dollars (\$260.00) per annum.

e) The Company shall continue its current practice of providing and cleaning uniforms or coveralls for maintenance employees (including maintenance helper) and Bakers (including Aaron Operators) and Kitmakers, Bubble Pack Operators and Utility Technician's coveralls.

Permanent SAC Operators, SAC Assistant Operators and Extruder Operators and Utility Technicians are each issued five (5) sets of uniforms. QA Inspectors shall be issued three (3) lab coats (Eligible Operators who do not wish to have the pants, may replace pants with shirts or vice versa).

Laundry services are not provided by the Company for such uniforms. It is also the employees' responsibility to repair torn or ripped uniforms.

When such SAC/Extruder employees move out of the area, they retain their uniforms. If an employee returns back to a permanent SAC/Extruder Operator or Assistant position within twenty-four (24) months of receiving uniforms, such employee would not be entitled to more uniforms.

After 36 months or by a Supervisor's approval, the Company will replace old uniforms if required. To qualify, employees must have been posted to a SAC Line or an Extruder for a total of 36 months (not necessarily consecutive), or have a Supervisor's approval, and the old uniforms must be returned.

Uniforms will not be issued to SAC Spares or to Temporary or Training postings to a SAC Line.

f) The Company will issue high-visibility winter jackets to employees that support yardwork activities during the winter months. Shipper/Receivers; Material Handlers; Yard Persons; Baker/Aaron Operators, and Maintenance personnel are eligible. Jackets will be collected and laundered at the end of the winter season.

## **ARTICLE 11 – PLANT HOLIDAYS**

11.01 The Company will observe the following plant holidays:

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

Should one of the above statutory holidays fall on a Saturday or Sunday, another day shall be observed as the holiday in keeping with production requirements

In addition, the Company shall provide four (4) annual floating holidays. The dates of these floating holidays will be announced by the Company and celebrated on a plant-wide basis. These floater days will be recognized during the Christmas Shutdown, but not limited to.

- 11.02 a) Eligible employees shall receive pay equivalent to the number of hours they were scheduled to work, and would have otherwise worked had the holiday not been observed on that day, times their regular hourly rate.
- b) For employees on alternate or continuous operation schedules, when any of the above named plant holidays falls on the employee's scheduled day off, the employee shall be paid holiday pay as per above, or shall be granted a lieu day with pay to be taken before their next scheduled vacation. When an employee requests the taking of a lieu day, all parties recognize that the plant's needs take precedence.
- 11.03 To be eligible for holiday pay employees must have worked their last complete scheduled shift before and their first complete scheduled shift after the plant holiday and, if the employee has agreed in writing to work on the plant holiday, must have worked the complete shift on the plant holiday, unless absent with their Supervisor's authorization.
- 11.04 When any of the holidays are observed during an employee's scheduled vacation period, he/she shall receive holiday pay as provided in clause 11.02 and shall be granted an additional day of vacation provided the employee works the last complete scheduled shift immediately prior to his/her vacation and the first complete scheduled shift immediately following his/her vacation, unless absent with his/her supervisor's authorization.
- 11.05 Any authorized work performed by an employee on any of the above named holidays or floaters shall be paid at the rate of two times (2X) the regular hourly rate for all hours worked. Employees who observed their stat on an alternative day will not be included in this clause.

## **ARTICLE 12 – ANNUAL VACATION**

With respect to vacation scheduling, the Company and the Union recognize the plant's needs take precedence.

Vacation is based upon vacation time and vacation monetary entitlement earned in the preceding year.

Limit of 1 continuous week that can be blacked out for vacation per calendar year.

12.01 For the purpose of determining vacation entitlement, the vacation year will run from January 1<sup>st</sup> to December 31<sup>st</sup>. Annual vacation pay is calculated on gross earnings (see 12.06) from the first pay date in January to the last pay date in December (26 pay periods or very occasionally 27 pay periods).

12.02 Vacation entitlement shall be based upon the following:

- 1) New employees who have completed their probationary period and who have less than twelve (12) complete months continuous employment as of January 1<sup>st</sup> – one (1) days vacation per month of service to a maximum of ten (10) days determined from date of employment to December 31<sup>st</sup>, with vacation pay calculated on gross earnings as at the last pay in December.
- 2) Employees with one (1) year but less than four (4) years continuous service as of January 1<sup>st</sup> – two (2) weeks and four percent (4%) of the previous year's gross wages.
- 3) Employees who complete their fourth year of continuous service on or before January 1<sup>st</sup> will be entitled to three (3) weeks and six percent (6%) of the previous year's gross wages.

- 4) Employees who complete their tenth (10<sup>th</sup>) year of continuous service on or before January 1<sup>st</sup> will be entitled to four (4) weeks and eight percent (8%) of the previous year's gross wages.
- 5) Employees who complete their twentieth (20<sup>th</sup>) year of continuous service on or before January 1<sup>st</sup> will be entitled to five (5) weeks and ten percent (10%) of the previous year's gross wages.
- 6) Employees who complete their thirtieth (30<sup>th</sup>) year of continuous service on or before January 1<sup>st</sup> will be entitled to six (6) weeks and twelve percent (12%) of the previous year's gross wages.

12.03 Vacation pay will be paid to employees at the time vacation is taken for the first two (2) weeks (or less depending on employee entitlement).

12.04 Normally, vacation cannot be taken prior to completion of the vacation year in which said vacation was earned. Vacation cannot be carried over into the succeeding year except by mutual agreement.

12.05 Vacations shall be booked a minimum of four (4) weeks in advance and shall not be unreasonably denied. The Company will confirm such vacation requests within two (2) weeks of the receipt of the vacation request. When production requirements force the curtailment of scheduled vacations, such curtailment will be based on plant seniority by department. Short Notice Vacation requests shall not be unreasonably denied. However, Short Notice Vacation cannot be used to offset Emergency Leave (E/L) days.

12.06 Gross earnings for the previous vacation year include regular wages, overtime pay, vacation pay and shift premium

12.07 At the employee's request, vacation pay for vacation weeks three (3) and above may be withdrawn twice per calendar year; with the

first withdrawal being after two (2) weeks of vacation have been used. The second withdrawal will be processed at the end of the calendar year. Such withdrawals may be contributed to the employee's Group RRSP account.

12.08 Each calendar year, from January 1st to April 30th, vacation will be granted on a seniority basis, by department, in accordance with the Agreement. On and after May 1st, vacation will be granted on a "first come, first serve" basis for each department. If an employee's schedule is changed by Management, the employee will be able to recalibrate their approved vacation on a per seniority basis. The Company will honor approved vacations granted to employees. A maximum 2-week vacation segment is permitted (special circumstances will be considered and not unreasonably denied).

## **ARTICLE 13 – WAGES**

13.01 The Company agrees to pay, and the Union agrees to accept for the term of this agreement, the wages as set out in the Wage Schedule "A" and "Appendix A-Training Rates" attached hereto and forming part of the Agreement.

13.02 a) Temporary Transfers

An employee who is temporarily transferred to meet the Company's convenience, to another job for which the regular rate is less than that which the employee is receiving, shall retain their former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.

b) Reporting Allowance

When an employee reports to work at the normal starting time of the shift and his regular job is not available, he will receive alternate work or pay equivalent to four (4) hours at his hourly wage rate. This will not apply under the following conditions:

- 1) Where an employee has been informed in advance of his regular starting time that he is not to report to work.
- 2) Where interruption of work is due to circumstances beyond the Company's control. However, the Company will endeavor to notify the affected employees.
- 3) Where the employee does not accept alternate work.
- 4) When the employee fails to keep the Company informed of his latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report to work.

c) Call in Pay

An employee who has completed his shift and has left the Company's premises, and is then recalled to work, extra time shall be paid at the time and one-half ( $1 \frac{1}{2} X$ ), and will not receive less than the equivalent of four (4) hours pay at the employee's regular rate of pay for such additional work.

d) Paid Breaks and Lunches

All paid breaks and paid lunches must be taken on the company's premises.

13.03 a) Shift Premium

A shift premium of ninety cents (\$0.90) additional to the standard hourly rate shall be paid to each employee for hours worked on the afternoon shift and one dollar and fifteen cents (\$1.15) for hours worked on the night shift.

- b) Shift premiums outlined above shall be paid during overtime hours at the rates outlined and shall not be included in the standard hourly rate for computing overtime pay.

- c) 12-hour shifts working 7:00 PM to 7:00 AM will receive a night shift premium in accordance with 13.03 a).

## **ARTICLE 14 – SHIFTS AND HOURS OF WORK**

- 14.01 The daily and weekly hours of work outlined in this Article shall in no way be interpreted as a guarantee of work or pay per day or per week. Such hours are stated solely for the purposes of calculating overtime. The week is defined as Sunday to Saturday.
- 14.02 Shift schedules will be posted when they are known and confirmed. Typically, they will be posted no later than (4) calendar days in advance of the shift cycle. Draft schedules for the following week are normally posted on Mondays and finalized Wednesday afternoons.
- 14.03 Each employee shall be entitled to receive at least two (2) consecutive days off in each week except for short changes due to alternating shifts, or where the employee has requested to switch shifts with another employee.
- 14.04 Where employees are required to work ten (10) or more hours in a day on an unscheduled basis, the Company shall pay each employee twelve dollars (\$12.00) in lieu of a meal.
- 14.05 Eight Hour Shifts  
The hours of work shall consist of five (5) shifts on consecutive days as follows:
- 1) Forty (40) hours of work will be scheduled and divided into five (5) eight (8) hour shifts of work.
  - 2) Employees shall receive a twenty (20) minute paid lunch break during their normal work day and two (2) paid breaks each of fifteen (15) minutes duration.

3) One fifteen (15) minute paid rest break will be observed in the first half of each shift for each employee and one fifteen (15) minute paid rest break will be observed on the second half of each shift for each employee.

14.06 Twelve Hour Shifts

1) Employees on twelve-hour shifts will be paid at straight time for the first eighty (80) hours in their scheduled two (2) week shift.

2) Additional scheduled hours will be paid at time and one half (1½) the employees' regular hourly rate.

3) Employees working shifts on a twenty-four (24) hour continuous operation shall receive twenty (20) minute paid lunch break during their normal work day and four (4) paid breaks each of fifteen (15) minutes duration. Two (2) breaks will occur before lunch and two (2) breaks will occur after lunch.

14.07 When changes to the work schedule are required (ie. going from 8's to 12's or vice versa) the Company will endeavor to provide a minimum of 10 calendar days' notice before such change will be implemented.

14.08 The Company may schedule additional alternate shifts, compressed workweeks or continuous shift operations.

**ARTICLE 15- OVERTIME**

15.01 Overtime (hours worked in excess of scheduled hours) shall be on a voluntary basis.

- 15.02 For eight hour shift employees, overtime shall be calculated on a weekly basis and all hours worked in excess of an employee's regularly scheduled hours where the employee has worked his full scheduled weekly hours shall be deemed overtime and paid at the rate of time and one half (1½X) the regular rate as set forth in Schedule A for the first four hours and double time (2X) thereafter.
- 15.03 Employees on twelve hour shifts are paid double time (2X) the regular rate as set forth in Schedule A for any hours over twelve worked in a shift.
- 15.04 An employee who works on his scheduled day(s) off, and who has worked his full scheduled pay period hours, will be paid on the basis of time and one half (1½X) for the first four (4) hours and double time (2X) thereafter.
- 15.05 If an individual employee's workweek is reduced due to his legitimate absence such absence shall be deemed hours worked in the computation of overtime. Legitimate absence is defined as leaves of absence, jury or crown witness duty, bereavement leave, an authorized WSIB or Short-Term Disability claim, plant holiday and vacation.
- 15.06 In the event of a Company initiated reduction of hours for reasons such as shortage of work, such reduced hours will not be used in any overtime calculation to reduce an employee's regular scheduled hours where the employee has otherwise worked his full scheduled hours.
- 15.07 Processing and Finishing Overtime  
1) Overtime requirements for Processing and Finishing are posted on the employee notice board near the employee's entrance. Employees interested in working overtime are required to indicate such interest by signing up for overtime for the position(s) and date(s) on the Overtime postings.

- 2) Overtime is granted on a seniority basis first to qualified employees who currently hold that position (including qualified employees awarded a posting to that position but not yet assigned to that job), second to qualified employees working in that Department (including Department employees temporarily transferred by the Company to other Departments and other employees temporarily transferred into that Department) and finally to qualified employees on a plant wide basis. If after that there is still a requirement, then qualified probationary employees may be considered. Qualified means holding any required current certificate/license and experienced with skill and ability in the work. Employees who “bump” another employee from an overtime assignment, are, as a matter of courtesy, expected to inform the “bumped” employee.
  
- 3) Processing Departments are (1) Extruders, (2) Stretchers, (3) SAC Lines, and (4) Aaron, Bakers and Kits. Finishing Departments are (1) AutoWelder, (2) Manual Layflat, (3) Tubes, (4) Slitter, (5) Closure Machine, (6) Poly Finishing and (7) Bubble Pack. Other Departments are (1) Quality Assurance, (2) Maintenance, (3) Shipping and Receiving, (4) Material Handling, (5) Yard Person and (6) Janitorial.
  
- 4) Supervisors are responsible for ensuring that employees selected for overtime are qualified for the job assignments. Employees are not permitted to work more than 6 continuous days or 120 hours in a pay period.
  
- 5) Once an employee has signed up for overtime and is the most senior and qualified employee as per the selection process above, then such overtime becomes a scheduled shift for that employee. In the event of withdrawal of or from such overtime, the Company and the employee respectively must provide 24 hours’ notice of such withdrawal (if the Company fails to provide such timely notice, the affected employee will receive 4 hours

straight time pay at the rate for the overtime position). It is recognized that employees who do not provide adequate notice of withdrawal from scheduled overtime are penalizing other employees who desire such overtime. Thus, employees who fail to provide such adequate notice and are subsequently absent from the overtime may, unless the absence is an approved Emergency Leave, be subject to the Corrective Discipline Process.

- 6) After an employee arrives and if there is insufficient related work for a full scheduled overtime assignment, the employee may accept other offered available work or depart early. All work performed will be paid at the appropriate overtime rate for the scheduled assignment. In such circumstances the overtime employee does not have the right to "bump" a junior employee from their regularly scheduled shift.

## **ARTICLE 16- BENEFITS**

### 16.01 Health Insurance Benefits

- a) The Company will bear the cost of the following group benefits:
  - 1) Life Insurance and Accidental Death and Dismemberment in the amount equivalent to the employee's annual earnings. Additional Life Insurance and Optional Dependent Life Insurance may be purchased by payroll deductions.
  - 2) A Short-Term Disability Plan providing 66 2/3% of the employee's weekly earnings, up to a maximum \$550.00 per week, for a maximum of twenty-six (26) weeks.

For entitlement purposes, hospitalization occurs when the employee is admitted and assigned a bed, or the disability is due to an illness or injury for which a surgical procedure has been

prescheduled on an outpatient or day surgery basis. In such cases, benefits shall commence on the second day of the disability.

- 3) An Extended Health Insurance Plan covering prescription drugs and 100% of semi-private hospital coverage and out of province coverage. Prescription drug reimbursement is subject to a deductible charge of 10% per prescription.
- 4) A Dental Plan covering 100% of preventative care costs, 80% reimbursement for endodontics and periodontics and 50% orthodontics to a lifetime maximum of \$1000.00 and 70% reimbursement for denture and denture repairs, crowns, and bridges (\$1000.00 combined maximum for eligible expenses each calendar year). An annual deductible of twenty-five dollars (\$25.00) per employee and fifty dollars (\$50.00) per employee family unit will apply. This deductible will apply per calendar year. The applicable fee guide for dental services is the provincial fee guide in effect one year before the prevailing fee guide in the province where the expense is incurred. The fee guide will be updated by one year on each January 1<sup>st</sup>.
- 5) The Company will administer a Long-Term Disability Insurance Plan providing 66 2/3% of the employee's weekly earnings, with a maximum benefit of \$3,000 per month. The premium for this plan will be paid by the participating employee.
- 6) All of the benefits referred to in this article shall be as more particularly described in the booklet entitled "your group benefits (SFL Canusa Canada Ltd - Huntsville Union Hourly Employees)". The booklet summarizes some of the provisions of the master policy and is not part of the master. Para-medical coverage increased to \$50 per visit with a maximum cap of \$350 per practitioner and Hearing Aid benefit improved to every two years. The terms of the master policy shall prevail at all times. Any

dispute concerning entitlement to benefits shall be adjusted directly between the employee and the insurance carrier.

7) Vision Care

Four hundred (\$400.00) based upon actual receipted expenses, every twenty-four (24) months per member and dependents (as defined in the group benefits booklet). This coverage is also meant to cover an annual optical exam.

16.02 Group RRSP

A Group RRSP is in place with the following terms:

- a) Membership will be granted to seniority employees following twelve months service.
- b) A group RRSP provider will be selected by the Union.
- c) Employees are permitted to make voluntary contributions to the Group RRSP in excess of the member's required contributions detailed in this Article and such voluntary contributions are not subject to the "locked-in" terms.
- d) Employees are permitted to change their contribution rate quarterly.
- e) All record keeping is the responsibility of the Group RRSP provider. All matters of eligibility, other than those described in this Article and Rules and Regulations surrounding the Group RRSP are as determined or communicated by the Group RRSP provider.
- f) The Company's responsibility with regard to the Group RRSP is exclusively to make the agreed upon contributions as described in this Article.

- g) Contribution limits and all Rules and Regulations not described in this Article are as determined under the Income Tax Act of Canada.
- h) The required contributions to the Group RRSP are a Company contribution of eighty cents (80¢) for each hour worked and an employee contribution of seventy-five cents (75¢) for each hour worked.

All contributions, except voluntary contributions will be locked in.

## **ARTICLE 17- LEAVE OF ABSENCE**

- 17.01 Leave of absence for personal or Union business of up to 90 calendar days without pay will be considered by management during the term of this agreement. Employees granted leaves of absence to work for the Union will be required to inform the Employer, with written notice, four (4) weeks in advance of returning to the plant or cancelling their extended leave. Such requests shall not be unreasonably denied if:
- 1) The employee requests it in writing, from management at least ten (10) working days prior to the commencement of the proposed leave.
  - 2) The leave is for good reason and does not interfere with Company operations.
- 17.02 Requests for extensions of approved leaves shall be considered. Such requests shall not be unreasonably denied if the extension is for good reason and does not interfere with Company operations.

## **ARTICLE 18- JURY DUTY**

18.01 An employee who has attained seniority shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours, the employee would have otherwise worked for the purpose of serving jury duty or as a subpoenaed crown witness. The employee affected shall reimburse the Company for the full amount of jury pay received by him. For purpose of this clause, all employees shall be considered as being on day shift. Proof of service shall be given to the Company.

## **ARTICLE 19 – BEREAVEMENT PAY**

19.01 Upon death in the family of an employee with seniority, the Company shall, as specified below grant bereavement leave of absence with pay, at the employee's straight time rate, provided the employee is absent from scheduled shifts.

Upon death of a member of an employee's family while the employee is on vacation, the employee upon request will be allowed to switch vacation days taken for bereavement leave up to the equivalent of his bereavement entitlement.

19.02 The Company will grant up to ten (10) days leave of absence with pay upon the death of an employee's current spouse or equivalent.

The Company will grant up to five (5) days leave of absence with pay upon a death in an employee's immediate family. Immediate family are parents (including step-parents) and children, including step-children, mother-in-law, father-in-law, grandparents, brother, sister, grandchildren, including current step family.

Three (3) days bereavement will be provided upon the death of a brother-in-law or sister-in-law.

- 19.03 Up to two (2) days of the above leaves may be moved due to delayed burial or cremation.
- 19.04 When requested, it is the employee's responsibility to provide adequate proof of death.

## **ARTICLE 20 – DURATION AND TERMINATION**

- 20.01 This Agreement is effective June 25, 2021 and shall remain in effect to June 24, 2025.
- 20.02 Notices that amendments are required to this Agreement or that either party intends to terminate the Agreement may only be given within a period of ninety (90) days prior to the expiration of this Agreement.
- 20.03 If notice of Amendment or Termination is given by either party, the other party agrees to meet for the purpose of negotiating such proposals within fifteen (15) days after the giving of such notice, if requested to do so. Such negotiations shall not continue beyond the expiration date of the Agreement or extension unless the parties mutually agree to the period of negotiations.

## **ARTICLE 21 - GENERAL**

### 21.01 Tool Allowance

Qualified maintenance employees who damage tools required by the Company will have the damaged tool replaced by the Company. Before being replaced, the damaged tool must be submitted by the employee to the Company. The annual maximum tool allowance is four hundred and fifty (\$450.00) dollars per calendar year based upon actual receipted expenses.

## SCHEDULE A WAGE CLASSIFICATIONS

GRADE	CLASSIFICATION	JUNE, 2021	JUNE, 2022	JUNE, 2023	JUNE, 2024
0	Probationary Employee	\$17.89	\$18.30	\$18.66	\$19.04
0.1	P.E. after 480 hours	\$20.37	\$20.83	\$21.24	\$21.67
1	General Labourer	\$20.37	\$20.83	\$21.24	\$21.67
2	Baker SAC Assistant Operator Slitter Operator Tube Welder Operator Layflat Welder Operator Yard Person	\$23.41	\$23.93	\$24.41	\$24.90
3	Auto-welder Assistant Operator Kit Maker Lead Packer Material Handler Shipper Receiver Bubble Pack Operator	\$23.90	\$24.43	\$24.92	\$25.42
4	Aaron Operator Auto-welder Operator Extruder Operator QA Inspector SAC Operator Senior Shipper/Receiver Stretcher Operator	\$24.46	\$25.01	\$25.51	\$26.02
5	Team Coordinator Quality Coordinator Utility Technician	\$28.52	\$29.16	\$29.74	\$30.34
6	<b>Maintenance:</b> Level 1 (Ticketed) Level 1 Lead Hand (Ticketed) Level 2 (Mechanic 10 Years +) Level 2 Lead Hand (Mechanic 10 Years +) Level 3 (Mechanic < 10 Years)	\$36.17 \$37.17 \$34.04 \$35.04 \$31.91	\$36.98 \$37.98 \$34.80 \$35.80 \$32.63	\$37.72 \$38.72 \$35.50 \$36.50 \$33.28	\$38.47 \$39.47 \$36.21 \$37.21 \$33.95
Apprentice	Trades Apprentice (Millwright / Electrician) Year 1 (70% of Certified rate) Year 2 (80% of Certified rate) Year 3 (90% of Certified rate) Completion of program with Certification	\$25.32 \$28.94 \$32.55 \$36.17	\$25.89 \$29.59 \$33.28 \$36.98	\$26.40 \$30.18 \$33.94 \$37.72	\$26.93 \$30.78 \$34.62 \$38.47

## **Notes to Wage Schedule**

1. All employees newly hired, enter at the probationary rate (0), except qualified skilled trades who enter at Grade 6 rate immediately upon hiring or transfer into Maintenance. Employees shall remain designated as probationary employees for a period of ninety (90) shifts of employment or 720 hours worked. After 60 shifts or 480 hours worked, probationary employees will receive the General Labour rate, except Maintenance Trainee, for the remainder of their probation.
2. For Maintenance Trainee wage rates, please refer to Appendix “A” for the applicable scale of wages while in training.
3. The Grade 4 Utility Technician is a technical position intended to provide continuity to key work centres in the event of unscheduled absences, provide set up support for difficult product runs or trials, and support training as needed. This position is in addition to operators currently holding Grade 4 posted positions. Posted overtime will be managed in accordance with Article 15:07. Candidates will be selected based on Article 9.07 of the collective bargaining agreement.
  - a. At the time of posting award, a technician would have experience and demonstrated competency in at least 3 positions corresponding to the Grade 4 classification
  - b. It is expected that the Grade 4 Utility Technician support operations across the Grade 4 classification, pending capabilities and documented restrictions
- 3) It is expected that the Grade 4 Utility Technician actively participate in scheduled training to expand knowledge of Grade 4 classification positions

## APPENDIX "A"

### LIST OF TRAINING SCHEDULES

JOB CLASSIFICATION	TRAINING PERIOD	TRAINING RATE OF PAY
Baker	270 Hours Worked	52¢/hr. less than reg. rate
SAC Assistant Operator	360 Hours Worked	52¢/hr. less than reg. rate
Slitter Operator	180 Hours Worked	52¢/hr. less than reg. rate
Tube Welder Operator	270 Hours Worked	52¢/hr. less than reg. rate
Layflat Welder Operator	270 Hours Worked	52¢/hr. less than reg. rate
AutoWelder Assistant Op.	540 Hours Worked	52¢/hr. less than reg. rate
Kitmaker	270 Hours Worked	52¢/hr. less than reg. rate
Lead Packer	270 Hours Worked	52¢/hr. less than reg. rate
Material Handler	180 Hours Worked	52¢/hr. less than reg. rate
Bubble Pack Operator	540 Hours Worked	52¢/hr. less than reg. rate
Aaron Operator**	540 Hours Worked	63¢/hr. less than reg. rate
AutoWelder Operator****	540Hours Worked	52¢/hr. less than reg. rate
Extruder Operator	540 Hours Worked	63¢/hr. less than reg. rate
QA Inspector	780 Hours Worked	63¢/hr. less than reg. rate
SAC Operator***	540 Hours Worked	63¢/hr. less than reg. rate
Senior Shipper/Receiver*	780 Hours Worked	63¢/hr. less than reg. rate
Stretcher Operator	540 Hours Worked	52¢/hr. less than reg. rate
Team Coordinator	540 Hours Worked	\$1.70 less than reg. rate
Maintenance Trainee	1 <sup>st</sup> 780 Hours Worked	\$2.75 less than reg. rate
Next	780 Hours Worked	\$2.10 less than reg. rate
Next	520 Hours Worked	\$1.70 less than reg. rate
Next	520 Hours Worked	\$1.15 less than reg. rate
Next	520 Hours Worked	60¢ less than reg. rate

Refer Note One: Fully qualified tradesmen receive the Grade 5 rate immediately upon hire or transfer into Maintenance.

\* Reduced to 600 hours if applicant is a fully qualified Material Handler.

\*\* Reduced to 270 hours if applicant is a fully qualified Baker.

\*\*\* Reduced to 180 hours if applicant is a fully qualified SAC Assistant Operator.

\*\*\*\* Reduced to 270 hours if applicant is a fully qualified AutoWelder Assistant Operator.

## **MEMORANDUM OF AGREEMENT**

### **RE: Supervisors**

During the course of negotiations of the 2021 – 2025 Collective Agreement, the parties agreed to the below:

1. The Company agrees to the hiring of shift supervisors to cover all shifts and will endeavor to have this completed by January 2022.

# LETTER OF UNDERSTANDING #1

**RE: Maintenance Wage - 2019**

Canusa is currently experiencing issues with attracting and retaining qualified trades people in Huntsville primarily due to the wage that is offered.

Effective February 3, 2019 Canusa is prepared to offer an increase in wages to those employees currently in the Maintenance Department.

Moving forward Canusa will only hire those employees who possess a journeyman trade certificate for the maintenance Department. Canusa hopes to introduce an effective Apprenticeship Program to give opportunity to employees who wish to pursue a trade designation.

The following is a Table outlining the proposed increase to the rates of pay.

<b>Maintenance Department</b>				
<b>Name</b>	<b>Ticketed Trades</b>	<b>Seniority</b>	<b>Current Rate</b>	<b>Proposed Rate</b>
George Micallef	Electrician	#71	\$26.80	\$34.00
Greg Vengroff	Electrician	New Employee	\$26.80	\$34.00
<b>Maintenance Department – Grandfathered – over 10 years’ experience</b>				
Bill Hoyle	Over ten years	#1	\$26.80	\$32.00
Doug Wheeler	Over ten years	#2	\$26.80	\$32.00
Jeff Spiers	Over ten years	#8	\$26.80	\$32.00
Steve Demaine	Over ten years	#13	\$26.80	\$32.00
Creig Culp	Welder	#89	\$26.80	\$32.00
Jamie Leeder	5 <sup>th</sup> Level Training	#19	\$26.20	\$30.00 (after completing training)

**Note:**

- Lead Hand Rate is \$1.00 over base rate per hour
- Apprenticeship Program Proposal
- Creig Culp was employed with the welding ticket, which is not a fully qualified millwright or trade, therefore he has been grandfathered to be equivalent with the other maintenance department employees
- Jamie Leeder – will receive his new rate once his training hours are complete. We will encourage Jamie to seek full millwright qualifications and the company is willing to support him in successful completion of modules / subjects to gain his full qualification
- All other grandfathered maintenance personnel will be given the opportunity to seek full trade qualifications with company support.

## **LETTER OF UNDERSTANDING #2**

### **RE: Team Coordinator - 2020**

It is agreed to and understood between the parties that SFL Canusa Canada Ltd. will revise the terms of the Team Coordinator position and rate of pay effective June 1, 2020 as follows:

1. The Team Coordinator position shall remain a posted bargaining unit position, with an increased rate of pay. The full rate will increase to \$27.89 per hour with a training rate of \$26.19 per hour. Rate of pay will remain subject to annual increases as listed in the Collective Bargaining Agreement. \$1 more per hour than the highest paid production employee will be added on afternoon and midnight shifts where no Supervision is present. Weekend day shift will also be included in the additional \$1 per hour.
2. The primary duties of the Team Coordinator will be to assist and lead the workforce as directed by the Supervisor and/or Production Manager. Team Coordinators will not be responsible for any discipline.
3. This is a key position, and the candidates will primarily be chosen from the applicants based on the following criteria (but not limited to):
  - Demonstrated Leadership
  - Punctuality and attendance
  - Respected and respectful
  - Reliability
  - Personnel file review
  - Aptitude
  - Organizational Skills
4. The Job Posting Selection Process is as follows:
  - a) Applications will be reviewed by a Selection Committee will be selected as per the Job Posting Selection Process. The Committee will consist of the Production Manager, Supervisor, Union Representative, HR Representative, and a member of the JHSC
  - b) The Selection Committee will select the top 5 candidates to move on to the next phase. This will consist of aptitude testing, interview, attendance and personnel file review.
  - c) A Sixty (60) day (12 weeks) review period will apply to the Team Coordinator position. During the review period, reviews will take place at 6 weeks and 9 weeks to assess progress, recognize gaps and create action plan. During this period, the employee may elect, or the Company may decide to return the employee to his/her previous (pre-posting) position.

## **LETTER OF UNDERSTANDING #3**

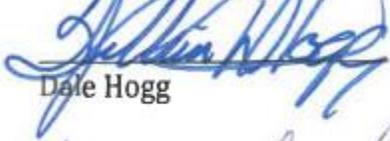
### **RE: Trades Apprentice - 2021**

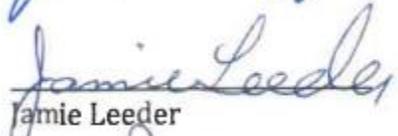
It is agreed to and understood between the parties that SFL Canusa Canada Ltd. will create a new job position – Trades Apprentice, effective January 1, 2021 as follows:

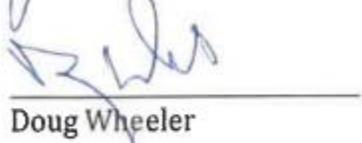
- The Trades Apprentice position shall remain a posted bargaining unit position. However, the position may also be recruited externally.
- Position will be based out of Huntsville, Ontario, Canada reporting to the Maintenance Manager.
- Pay rate will be structured based on progression through the trades program as follows:
  - **First Year Apprenticeship**
    - 70% of Level 1 (Ticketed) rate
  - **Second Year Apprenticeship**
    - 80% of Level 1 (Ticketed) rate
  - **Third Year Apprenticeship**
    - 90% of Level 1 (Ticketed) rate
  - **Completion of Program with Trade Certification**
    - 100% of Level 1 (Ticketed) rate
- Registration with the Ontario College of Trades will be required.
  - Program will involve offsite training / courses at an Ontario Trades College
    - 2 months per Apprenticeship level at an Ontario College of Trades. Program is generally takes 4 years to complete.

Agreed to this 4<sup>th</sup> day of August, 2021:

Union Negotiating Committee

  
Dale Hogg

  
Jamie Leeder

  
Doug Wheeler

  
Karen Watt

SFL Canusa Canada Ltd

  
Matthew Cook

  
Tammy Orr