



COLLECTIVE AGREEMENT

BETWEEN

KSR INTERNATIONAL ULC

AND

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

TERM

JANUARY 1, 2025 - DECEMBER 31, 2027

Letter from the President Local 175 UFCW Canada



Sisters, Brothers and Friends:

Welcome new members of UFCW Locals 175 & 633, and thank you to all the long-standing members for your support, solidarity and assistance throughout the years.

I hope while you read through this important legal document, you become more aware of the rights and privileges you have as members of the Union. This collective agreement specifies your income, benefits and job security, and it guarantees them while working for your current employer. You might miss out on all the rewards you're entitled to if you aren't aware of the agreement you have entered into.

Being a union member provides you a contract and with it the ability to plan for the future. Take some time to become familiar with this document and if you're unsure about something, or you believe you have a concern

that isn't covered, reach out to your Union Steward who also has Union Representatives and a team of specialists who provide support from the Union.

At Locals 175 & 633, we are dedicated to job security in an ever-changing working environment. When it comes to protecting your rights at work, you can count on Your Union.

Non-union workers have to fight on their own for fair wages, good working conditions and benefits in the workplace, and they may never achieve them. We are a voice for working people and it's just one of the many reasons we continue to grow.

Your Local Union represents hard-working Ontarians employed in almost every sector of the provincial economy. As we grow in numbers, we have ensured that we continue to provide the best servicing for our members. We are constantly striving to improve working conditions and provide our members and their families with the best quality of life by providing new services, benefits and educational opportunities.

When we work together, we can achieve more and secure what we have fought for through years of hard work in negotiations. Solidarity

is the fundamental principle of trade unionism. It means unity or agreement especially among individuals with a common interest and as a member of UFCW Locals 175 & 633 if you ever experience a problem on the job, you are not just a handful of workers against a large company, but a collective of more than 70,000 members and Union staff dedicated to ensuring your rights.

If at any time you have questions or concerns about the Union, please feel free to contact me.

In Solidarity,

Kelly Tosato
President
Local 175 UFCW Canada

**Letter from the
Secretary-Treasurer
Local 175 UFCW Canada**



Sisters, Brothers and Friends:

Fighting for the rights of members is what Unions do, but Your Union goes beyond that. Our goal is to provide equal rights and opportunities for all workers by giving them a voice, negotiating good collective agreements and lobbying governments for better working standards and conditions.

Unions have been instrumental in progressing the labour movement through political action. We have helped to raise the minimum wage, improve health and safety laws, advance pay equity, ensure paid, protected leave and much more. Our collective agreements build from these basic provisions of the law to provide more and improve the quality of life for our members and their families.

At Locals 175 & 633 we are 70,000 strong and

we are committed to improving the working lives of our members with every contract we negotiate. We continue to grow and to fight for the rights of equity seeking groups, injured workers and more.

To improve the lives of all working people we will continue to increase our membership by organizing the unorganized. If you know anyone who needs a union, we are waiting to welcome them.

In Solidarity,

Jim McLean
Secretary-Treasurer
Local 175 UFCW Canada

OFFICERS



Kelly Tosato
President



Jim McLean
Secretary-Treasurer



Karen Vaughan
Recorder

EXECUTIVE ASSISTANTS



Chris Fuller
Executive Assistant



Lee Johnson-Koehn
Executive Assistant



Angela Mattioli
Executive Assistant

LOCALS 175 & 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

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Kelly Tosato

Recorder

Karen Vaughan

Secretary-Treasurer

Jim McLean

Vice-Presidents

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Paul Alexander

Gloria Almonte

Andrew Anand

Glen Avila

Gregg Boyachuk

Maggie Brayson

Christina Brown

Lorne Bruce

Paul Capranos

Paula Castilloux

Michael Collins

Tyler Colwell

Al Couture

Rakesh Desai

Ross Fraser

Scott Gaboury

Lynne Grant

Rob Hamilton

Dawn Hanlon

Jennifer Hoskins

Damian Hulshof

Scott Jackson

Yonis Jama

Sharon Jones

Kelly Kobitz

Sherry Lotaquon

Murray Macrae

Fawzia Mohamed

Kasiobi Nwankudu

Jean Patenaude

Jamesantony Pathmarajah

Skip Pavlick

Sheryl Raymond

Dionne Reid

Alan Reston

Joy Searles

Gurpreet Singh

Linda Souliere

Rick Szyja

Jonathan Van Egmond

Peter Wasney

Byron Williams

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Brian Kozlowski

Secretary-Treasurer

Julie MacCrae

Recorder

Rita-Lynn Swiderski

Vice-Presidents

Dennis Gagnon

Agron Klecka

Anne Marie Stevens

UNITED FOOD & COMMERCIAL WORKERS (UFCW)

You are one of more than 240,000 members in Canada and 1.4-million members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life, which is mirrored in the makeup of Locals 175 & 633.

Visit our YouTube channel for more information on the history of this great Union at <https://www.youtube.com/user/ufcwlocals175633/videos>

LOCALS 175 & 633 UFCW CANADA

With 70,000 members, your Local Union is the largest of all the UFCW Locals in Canada and North America.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all-round service of any union in the country.

What You Get For Your Union Dues

- Better wages and benefits
- Job Security
- Grievance Procedure
- Assistance with WSIB and Employment Insurance
- Access to a full-time Union Representative
- Free training opportunities and post-secondary scholarships
- Much more

Health & Safety and The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal, who must then investigate the matter in your presence and that of a health and safety representative of the workers.

If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for the Inspector, the Supervisor can request that someone else perform the job provided that they are informed in the presence of the Health & Safety Committee member, that the job was refused and the reasons for the refusal.

This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although this order may be appealed, you must return to the job if the Inspector so orders, pending the outcome of such appeal.

The Occupational Health and Safety Act provides a conditional “Right to Refuse” unsafe work for health care workers (Section 43). Health care workers who work in institutions can refuse unsafe work only when the life, health or safety of another person, or the public, is not directly in danger.

This conditional Right to Refuse applies to health care workers and persons employed in workplaces like hospitals, nursing homes, homes for the aged (see the Act for a complete list), police officers, firefighters, ambulance workers and some other groups of workers who care for the public. The majority of Ontario workers do not have this condition put on their right to protect their own safety in the workplace. Even some Health Care workers, such as community health nurses who work outside institutions, have no limitation on their right to refuse unsafe work.

Certainly, no Health Care worker wants to jeopardize the life, health or safety of another person, but neither should they be expected by the employer to needlessly jeopardize her/his own safety. The right to refuse unsafe work is an individual right. The decision to refuse must arise from the individual's own concern that something in the work or working environment is likely to endanger themselves or another worker. Section 43 of the Act clearly sets out the procedure for exercising this right.

If in doubt, members should consult their Certified Worker Member, Health & Safety Committee Member, Union Steward or Local 175 Union Representative or call the Ministry of Labour.

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE.....	1
ARTICLE 2 – SCOPE OF BARGAINING UNIT.....	1
ARTICLE 3 – UNION SECURITY.....	2
ARTICLE 4 – DEDUCTION OF UNION FEES.....	2
CHARITY FUND.....	4
ARTICLE 5 – NO DISCRIMINATION.....	4
WORK PLACE VIOLENCE AND HARASSMENT.....	5
ARTICLE 6 – RELATIONSHIP.....	7
ARTICLE 7 – MANAGEMENT RIGHTS.....	7
ARTICLE 8 – SENIORITY.....	8
JOB VACANCIES.....	10
OPERATOR POSITIONS AND TRANSFERS.....	10
SPARE EMPLOYEES.....	12
ARTICLE 9 – TRAINING.....	15
ARTICLE 10 – HEALTH AND SAFETY.....	16
PRESCRIPTION SAFETY GLASSES.....	17
ARTICLE 11 – BULLETIN BOARD.....	19
ARTICLE 12 – PLANT COMMITTEE.....	19
ARTICLE 13 – ADJUSTMENT OF GRIEVANCES.....	21
ORAL STEP.....	22
STEP NO. 1.....	22
STEP NO. 2.....	22

ARTICLE 14 – ARBITRATION.....	23
ARTICLE 15 – NO STRIKES – NO LOCKOUTS.....	25
ARTICLE 16 – LEAVE OF ABSENCE.....	25
ARTICLE 17 – UNION REPRESENTATION/ PROGRESSIVE DISCIPLINE.....	26
SUNSET FOR CONDUCT, ABSENTEEISM AND HEALTH AND SAFETY INFRACTIONS.....	27
SUNSET FOR WORK PERFORMANCE INFRACTIONS.....	27
SUNSET FOR IMPROPER TIME RECORDING INFRACTIONS.....	28
ARTICLE 18 – HOURS OF WORK, OVERTIME AND HOLIDAYS.....	29
HOURS OF WORK.....	29
OVERTIME.....	30
IN-WEEK OVERTIME PROCEDURE.....	31
WEEKEND OVERTIME PROCEDURE.....	32
SCHEDULING AROUND VACATION PERIODS.....	34
SCHEDULING ACCORDING TO PREFERENCE OF SHIFT.....	34
SCHEDULING ACCORDING TO CLASSIFICATION.....	34
OBSERVED HOLIDAYS.....	34
PAY RATE.....	35
ARTICLE 19 – ABSENCE FROM WORK.....	38
STATUTORY LEAVES.....	38
PARENTAL LEAVES.....	38
ARTICLE 20 – VACATION.....	38
VACATION PAY EARNINGS.....	39

1 st VACATION YEAR.....	39
2 nd VACATION YEAR.....	40
3 rd VACATION YEAR.....	40
4 th VACATION YEAR.....	40
5 th VACATION YEAR.....	40
6 th VACATION YEAR.....	40
VACATION TIME ALLOWANCES.....	41
ARTICLE 21 – HEALTH CARE BENEFITS.....	43
EMPLOYER HEALTH TAX.....	43
PRESCRIPTION DRUG PLAN.....	43
GROUP LIFE PLAN.....	44
LONG TERM DISABILITY (LT).....	44
EMPLOYEES ON LAY OFF.....	44
PENSION PLAN.....	44
VISION CARE.....	45
BENEFIT COVERAGE.....	45
EMPLOYEES ABSENT DUE TO ILLNESS.....	45
EMPLOYEES ABSENT DUE TO LAYOFF.....	46
EMPLOYEES ABSENT DUE TO APPROVED LOA.....	46
TOOL ALLOWANCE.....	47
SKILLED TRADES.....	47
APPRENTICESHIP PROGRAM FOR SKILLED TRADES.....	47

UNITED FOOD AND COMMERCIAL WORKERS TRUSTED DENTAL – ONTARIO

“The Fund”	50
TRAINING AND EDUCATION.....	50
ARTICLE 22 – WAGES.....	51
TEMPORARY ASSIGNMENTS.....	51
Pay Equity.....	52
ARTICLE 23 – BEREAVEMENT.....	52
ARTICLE 24 – PAYROLL DEDUCTIONS.....	53
ARTICLE 25 – SUPPLEMENTAL AGREEMENTS.....	53
ARTICLE 26 – EXPIRATION OF AGREEMENT.....	54

COLLECTIVE AGREEMENT

Between

**KSR INTERNATIONAL ULC
(Hereinafter referred to as the Company)**

and

**UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175
(Hereinafter referred to as the Union)**

ARTICLE 1 – PREAMBLE

- 1.01 Whereas the Company and the Union desire to cooperate in establishing and maintaining conditions which promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of dispute which may arise between them, and to promote efficient operations.

NOW THEREFORE, the Company and the Union mutually agree as follows:

ARTICLE 2 – SCOPE OF BARGAINING UNIT

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for all employees of KSR International ULC at Ridgeway, Ontario save and except Foremen, persons above the rank of foreman, office staff and outside sales staff.

ARTICLE 3 – UNION SECURITY

- 3.01 The parties agree that all employees engaged in jobs covered by the bargaining unit shall, as a condition of employment, become members of the Union and maintain their membership in good standing by the payment of regular Union dues and initiation fees as provided for by the Union Constitution and the terms of this Agreement.
- 3.02 The Union shall accept into membership each employee engaged in jobs covered by the bargaining unit who has signed a Union membership card, and the authorization providing for the check-off of Union dues and initiation fees.
- 3.03 Membership in the Union and the payment of Union dues and initiation fees as herein provided shall become effective upon the date of hire. The employer will ensure that each newly hired employee completes a Union membership application upon the date of hire.
- 3.04 Supervisors or any non-bargaining unit employee shall not perform any work or plant duties normally performed by employees in the bargaining unit to the extent that employees are thereby displaced from their regular hours or deprived of overtime or additional hours of work.

ARTICLE 4 – DEDUCTION OF UNION FEES

- 4.01 The Company agrees to deduct from each employee in the bargaining unit, the amount of Union dues and initiation fees as are authorized by regular and proper vote of the membership of the Local Union. The Union will advise the Company as to the amount to deduct on an installment basis.

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information; as known to the Company.

- (1) SIN
- (2) Employee number if applicable
- (3) Full name (Last/First/Initials)
- (4) Full address, including City and Postal Code
- (5) Telephone number (including area code)
- (6) Date of hire
- (7) Rate of pay
- (8) Classification
- (9) Full-time or part-time designation
- (10) Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
- (11) Total dues deducted
- (12) Back dues owing
- (13) Vacation pay breakdown of dues owing
- (14) Initiation fees deducted
- (15) Total Initiation Fees deducted
- (16) Email

- 4.02 The regular Union dues shall be deducted weekly and submitted to the Union within fifteen (15) days after the end of each month, together with an employee listing which includes any changes in employee status, transfer, layoff, sick leave, etc.

- 4.03 The Union shall indemnify and save harmless the Company, its agents, and/or employees acting on behalf of the Company, from any and all claims, demands, actions or causes of action, arising out of or in any way connected with, the collection or attempted collection, custody of and/or accounting of such dues.
- 4.04 Union dues deductions deducted from the Company payroll during the calendar year shall be included on the T-4 Income Tax Forms that are provided by the Company.

CHARITY FUND

- 4.05 The employer shall deduct from the weekly earnings of each employee, upon written authorization from each employee, twenty-five cents (\$0.25) per week and shall, together with a detailed list of the names, Social Insurance Numbers, and amount deducted, remit same by cheque payable to the UFCW Charity Fund before the fifteenth (15th) day of the following month.

Receipt for the total amount deducted per employee in the calendar year will be provided by the Union on or before February 28th of each year, or noted by the employer on the employee's T4 slip.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The parties agree that there will be no discrimination against any employee because of age, race, creed, colour, sex, national origin, handicap, sexual orientation, marital status, or family status and record of offenses. The Employer also agrees to abide by applicable legislation governing any employee in the Province of Ontario.

WORK PLACE VIOLENCE AND HARASSMENT

- 5.02 The Union and the Employer agree with and are committed to providing a work environment that is free from harassment. The parties agree to cooperate with each other in preventing and eliminating any form of behavior which may undermine work relationships within the locations covered by this Collective Agreement.

Harassment means engaging in a course or vexatious comments or conduct, related to one or more of the prohibited grounds under the Human Rights Code that is known or might reasonably be known to be unwelcome. Harassment also includes sexual harassment which is defined as, but not limited to, verbal abuse or threats. The parties are opposed to and prohibit, without qualifications, sexual harassment of its employees in the workforce. The purpose of this policy is to assure that all employees will enjoy a work environment free from intimidation, hostility, or offensive behaviour by managers, co-workers or visitors.

Sexual harassment is defined as “unwelcome sexual advances, request for sexual favours, and other verbal and physical conduct of a sexual nature when;

- (1) Submission to such conduct is made whether explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include, but are not limited to, offensive or unwelcome physical contact, lewd or sexually suggestive comments, jokes of a sexual nature, or any display of sexually explicit pictures, photos, cartoons, books, magazines, greeting cards, or other objects.

All employees must respect the rights of their co-workers and shall refrain from any behavior or conduct towards any other employee that could be interpreted as sexual harassment.

All members of management are responsible for the effective administration of this policy. Should any manager or supervisor be advised or learn of a violation of this policy, they must immediately report the matter to the Human Resources Department, who will conduct a prompt and thorough investigation.

Under the Ontario Human Rights Code, every employee has the right to make a complaint of sexual harassment. Any employee who believes that they have been the victim of sexual harassment should immediately notify their supervisor.

If an employee prefers to discuss the circumstances with someone other than their supervisor, they are invited to contact the Human Resources Department, or any other member of management with whom the individual would feel comfortable. The name of the complainant or the circumstances related to the complaint will not be disclosed to any person unless disclosure is necessary for the purposes of

investigating the complaint or taking disciplinary measures in relation to the complaint.

Violations of this policy will not be tolerated and will result in prompt corrective action, including disciplinary action, up to and including discharge. Likewise, any individual who provides false information regarding a complaint will be subject to appropriate disciplinary action.

ARTICLE 6 – RELATIONSHIP

- 6.01 (a) The Union and its members shall not, on Company time, conduct or hold Union meetings of any kind, except as in this Agreement expressly provided, without prior consent of the Company, this consent will not be unreasonably denied.
- (b) The Union Business Representative shall be granted access to the Company premises if they request permission from the Human Resources Manager or designate. Such permission shall not be unreasonably withheld.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend, rehire, discipline or discharge any employee for just cause;

- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees and to place said changes in written form on the bulletin board, and provide a copy of said changes to the Chief Steward, and to provide all new employees with a copy of the Plant Rules;
- (d) determine the nature and kind of business by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, hours of work, shift schedules, the numbers of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine an exercise all other functions and prerogatives of the Company.

7.02 If in exercising these rights or responsibilities, the Company breaches the terms of this Agreement, the grievance provisions shall apply.

ARTICLE 8 – SENIORITY

- 8.01 The purpose of this Seniority Article is to provide the maximum job security and promotional opportunity for all bargaining unit employees, based on length of service while giving full consideration to efficient plant operation. Seniority, as referred to in this Agreement, shall mean length of service in the employ of the Company in the bargaining unit not interrupted by any seniority break, and shall be on a plant-wide basis.
- 8.02 Each employee shall be a probationary employee, and shall not attain seniority status until they have physically worked for the

Company for a period of six hundred and forty (640) working hours. These hours shall not include public holiday hours, bereavement hours, orientation hours or any other non-worked hours. After attainment of seniority, the employees' seniority rating will be established from the date of employment, or, in the case of an employee re-employed following a break in seniority, from the date of re-employment.

- 8.03 Notwithstanding any other provision of this Agreement, the employment of a probationary employee may be terminated for any reason at the sole discretion of Management, and no arbitrator or arbitration board shall have jurisdiction to entertain any grievance filed as a result of such termination, provided the dismissal does not violate the Ontario Human Rights Code.
- 8.04 (a) Seniority lists will be posted as soon as possible after the signing date of this Agreement, and every six (6) months thereafter including such revisions as are necessary. A copy of the list will be posted in the plant, and a copy given to the Union and the Chief Steward. If an employee or the Union does not challenge their seniority standing as listed within five (5) working days after the list is posted, then they shall be deemed to have proper seniority standing. If an employee is absent when the list is posted, they shall have five (5) working days from the date of the return to work to challenge their seniority date.
- (b) In the event of more than one (1) employee being hired on the same day, the most senior employee shall be the employee who was interviewed and hired first. All interview times and dates shall be recorded by the Company.

- (c) For the purposes of this collective agreement, the employee's hire date is considered their first regular date of work, not to include orientation training.

JOB VACANCIES

8.05 (a)

- (i) All vacancies and new jobs in the bargaining unit are to be posted for three (3) working days.
- (ii) Permanent full-time applicants will have first opportunity for a permanent position on another shift within their classification, providing they are within the application limit.
- (iii) Applications for vacancies will be limited to two (2) successful applications in every ten (10) months period. This limit shall also apply to spare employees applying for full time positions within their classification.
- (iv) The successful applicant will be given a trial period of up to 10 working days in the new position at which time a decision is made to accept or decline the new position. Those who decline will return to their previously held position. Those who accept will remain in that position for a minimum of ten (10) months from the date the posting was awarded.

OPERATOR POSITIONS AND TRANSFERS

(b)

- (i) Operator positions will not be considered line or machine specific.

- (ii) If the Company requires more operators on a specific shift, the Company will honor any shift transfers that have been placed in the system. If there are no shift transfers to be processed, then junior operators will be assigned. The Company retains the right to deploy the operators as dictated by operational requirements.
- (iii) The Company agrees that they shall grant any request for department transfer by seniority for any operator position if the requestor has higher seniority. Such request shall not be unreasonably withheld after thirty (30) days of receipt of the request and in such a manner to not disrupt the efficient operation of the plant. The Company will transfer the senior employee after due consideration of the foregoing and will remove the junior employee from the department.
- (iv) Such application for transfer will be limited to one (1) such application for transfer per six months. This limit is not applicable to displaced employees wishing to return to their home department.
- (v) Seniority will be the governing factor to preference of shift and will be subject to the posting procedures and transfer procedures as outlined above, provided there are enough qualified employees to staff each shift.
- (vi) No employee shall be temporarily transferred or assigned in excess of ten (10) working days to another position within the bargaining unit without the employee's consent. The senior employee with

the skills and qualifications will have the option of the temporary transfer or assignment in the department first, then in the bargaining unit. Should this not satisfy the temporary vacancy, then the junior employee with the skills and qualifications shall be assigned.

SPARE EMPLOYEES

(c)

In the matter of Spare assignments, the parties agree as follows:

- (i) Spare assignments will be posted for all classifications except the Operator and Other Plant Duties classification, Electrician, Millwright and Tool and Die classifications. Spare employees will be utilized, if required, when posted employees are absent due to illness, vacation etc. or to help with temporary increases in workload in the existing classification.
- (ii) Selection of Spare employees will follow Article 8.05 (a) of the Collective Agreement.
- (iii) Spare assignments will be paid at the higher rate of pay for all hours worked at the spare assignment. Where the spare employee works four (4) or more hours in the higher rated job, they shall be paid the full eight (8) hours at the higher rate.
- (iv) If there are no successful permanent full-time applicants in the classification, spare posted employees will be given first opportunity to a permanent posting in the classifications of which they

are spare, providing they are within their application limit.

- (v) Vacation for spare posted employees will be scheduled in accordance with their full-time classification.

- 8.06 (a) Seniority, as herein defined, shall apply in the case of layoff resulting from a reduction of the workforce.

Probationary employees shall be laid off first. If it is necessary to make an additional reduction in the workforce, employees with the least seniority shall be laid off, and senior employees retained, provided, however, the senior employees retained have the necessary ability to perform the requirements of the job. When layoffs are to be implemented, the affected employees shall receive at least forty-eight (48) hours' notice.

- (b) The Chief Steward of the Plant Committee shall be continued at work as long as work is available which they are able to perform.

- 8.07 (a) Seniority shall apply in the case of recall of employees after layoff. Employees shall be recalled in the order of plant seniority, with the most senior employee being recalled first, and the least senior employee recalled last, in that order, provided, the senior employees recalled have the ability to, and can perform, the requirements of the job.

- (b) Employees holding posted positions may be recalled into lateral or descending classifications, providing they have the seniority and ability to perform the requirements of

the job. Should openings within the employee's classification open up following recall, it will be offered in order of seniority, regardless of shift.

The definition of "ability to perform the requirements of the job" as it applies to layoff or recall in 8.06 and 8.07, shall mean:

- (i) in the case of trade or craft jobs required in the plant operation, possession of a valid certificate or equivalent to the trade or craft;
- (ii) in the case of jobs other than trade or craft jobs, the ability to perform the requirements of the job.

8.08 It shall be considered a seniority break, and the employee's seniority shall terminate, and the employee shall cease to be employed with the company under any of the following circumstances:

- (a) They voluntarily quit their employment with the Company;
- (b) They are discharged and are not reinstated through the Grievance Procedure or Arbitration;
- (c) They are on layoff for more than twelve (12) months;
- (d) They fail to report to work for three (3) consecutive working days without giving a reason acceptable to the Company for not reporting;
- (e) While on layoff, and not employed elsewhere, they fail to report within three (3) working days, or five (5) working days if employed, following receipt of a registered letter or

telegram sent to their last known address on the Company files, unless they give a reason acceptable to the Company for not reporting;

- (f) They fail to report for work following an authorized leave of absence, unless they obtain an extension of the leave of absence or are able to give a reason acceptable to the Company;
- (g) Accepts gainful employment while on an authorized leave of absence without first obtaining the consent of the Company in writing.

- 8.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement and is subsequently returned to the bargaining unit, they shall retain the seniority previously acquired as of the date of transfer out of the bargaining unit, provided they return to the bargaining unit within three (3) months of their date of transfer.
- 8.10 It shall be the duty of each employee to notify the Company and the Union promptly of any change in address. If an employee fails to do this, the Company and the Union will not be responsible for failure of a notice to reach such employee.
- 8.11 At the discretion of Human Resources, an employee may be required to supply a medical certificate from a physician stating they are fit for duty following an extended illness or injury.

ARTICLE 9 – TRAINING

- 9.01 (a) The Company and the Union agree (with the exception of trade or craft jobs) that a reasonable training period will

be provided by Management for upgrading. All posted positions shall be trained by experienced and qualified personal as determined by the Company which may include either a bargaining unit employee or management personnel.

Providing the most senior employee has the ability to perform the requirements of the posting, they shall be given up to eighty (80) hours training period on the posted job.

The parties agree that the eighty (80) hour training period be completed within sixty (60) working days of when the training commenced. In the case of skilled or semi-skilled jobs, the training period may be of longer duration and will be mutually agreed to by the Company and the Union as the need arises.

Employees and the length of the training period will be of up to eighty (80) hours, which shall also include line-specific training for Set Up Operators.

- (b) The Company will have a standardized training procedure for all new employees and current employees that through the transfer process moves to a new department. The employer shall provide copies of the above standardized training process to the Chief Steward for reference and assistance with the members inquiries.

ARTICLE 10 – HEALTH AND SAFETY

- 10.01 In the interests of maintaining high standards of safety and health, it is mutually agreed that the parties of this Agreement will cooperate, to the fullest extent, toward the prevention of

accidents and the promotion of employee health and safety. Further, the Company agrees that, as a minimum standard, it will comply with the applicable provincial legislation for the protection of workers' safety and health.

- 10.02 (a) Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury or illness shall be provided by the Company.
- (b) The boot allowance will be paid on January 30th of each year to all actively working employees with seniority, in the amount of two hundred and fifteen dollars (\$215.00).

PRESCRIPTION SAFETY GLASSES

The Company will reimburse any employee with seniority, upon need, and only once in every twenty-four (24) month period, to a maximum of three hundred dollars (\$300.00) on proof of purchase of approved CSA prescription safety glasses. Receipts to be submitted to the employee mailbox for reimbursement.

- 10.03 As far as is reasonably practicable, the Company shall install, maintain in good condition, and operate, adequate heating and ventilation systems.
- 10.04 The Company and the Union agree to have a Joint Health and Safety Committee. The Committee will be comprised of one (1) elected certified member per shift from the bargaining unit, one of which shall be nominated as co-chair and a minimum of one (1) certified management member.

Certified Safety members must remain in this role for a period of no less than twelve (12) months.

- 10.05 Regular safety meetings for the Safety Committee shall be held. In the event that the Safety Meetings are conducted prior or extend past the end of this shift, overtime shall be paid to the safety committee, where applicable.
- 10.06 A Joint Safety and Health Committee member shall make health and safety tours once per month and more frequently, if deemed required.
- 10.07 When an employee is injured in the plant and the examining physician orders the employee not to work, they shall be paid their appropriate rate of pay for the total time lost for the remainder of the day on which they were injured. The Company shall provide transportation to the hospital.
- 10.08 The Company agrees that an employee shall not suffer any loss of wages or benefits as a result of performing duties as described in 10.05 and 10.06.
- 10.09 The Company will provide aprons for Operators. Shop coats or coveralls will be provided for Maintenance Employees, and Set-Up Operators upon request.
- 10.10 The Company will offer First Aid and C.P.R. courses to be taken by all supervisory staff and a minimum of three (3) employees in the bargaining unit on each shift. This course to be updated every three (3) years.
- 10.11 All Doctor's notes requested by the Company shall be paid for by the Company.

ARTICLE 11 – BULLETIN BOARD

- 11.01 The Company will provide a bulletin board for the purpose of publishing Union notices and official papers. Bulletin board notices shall be submitted to local Management before being posted.

ARTICLE 12 – PLANT COMMITTEE

- 12.01 (a) The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee of three (3) stewards from the regular employees of the Company engaged in jobs covered by the bargaining unit, one (1) of whom shall be the Chief Steward. If the employee level on the second (2nd) shift reaches thirty (30) or more, the Plant Committee shall be comprised of four (4) stewards. If the employee level reached two hundred (200), the Plant Committee shall be comprised of five (5) stewards. If the employee level reached two hundred and fifty (250), the Plant Committee shall be comprised of six (6) stewards. The Company acknowledges the right of the Union to appoint or otherwise select alternates for the Plant Committee. Such alternates will only be used when the regular Committee member is not available. The Committee will represent all employees covered by this Agreement, in matters pertaining to grievances, or alleged grievances, concerning the application of the terms and provisions of this Agreement. The name and area of each of the stewards, and the name of the Chief Steward of the Plant Committee, from time to time selected, shall be given to the Company in writing.

The Company will provide, upon request for the Union, a private room to meet with employees to discuss

grievance, subject to the provisions of the Collective Agreement. The use of these facilities will be for a reasonable period of time, and must be scheduled around the operation needs of the Company. Access to these facilities shall be granted by a management employee upon request from a Union steward. Such permission shall not be unreasonably withheld. Use of a private area containing a telephone, fax machine and lockable four (4) drawer filing cabinet will be provided to a Union steward for the purpose of Union business only, upon request by a Union steward to the Company. Long distance calls placed for Union business will be billed to the Union. The Chief Steward will be given up to eight (8) hours per week for Union business with pay. In the event additional time is required, it must be mutually agreed to by the Company and the Union.

- 12.02 The Company undertakes to instruct all members of its management staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 12.03 The Union undertakes to secure from its officers, stewards and members, their cooperation with the Company, and with all persons representing the Company, in the carrying out of the terms and requirements of this Agreement.
- 12.04 An employee shall have the right to have their representative, steward or Chief Steward present as a representative at any discussion with supervisory personnel involving disciplinary action. This clause shall not apply to those discussions that are of an operational nature unless the employee is being disciplined. The employee may request the steward or Chief Steward leave the meeting. Should any such meeting be held without a steward or Chief Steward present, the meeting shall

be deemed null and void, except where the employee has requested that no steward be present during the meeting.

The Union acknowledges that the Chief Steward and stewards have regular duties to perform on behalf of the Company and that such persons may not leave their regular duties without notifying their immediate supervisor.

The Company shall not unreasonably withhold or limit time to function as a Chief Steward or Union Steward.

Each steward shall notify their supervisor to leave their regular duties and such permission shall not be unreasonably withheld.

- 12.05 The Company agrees to permit leave to a limit of four (4) employees designated to attend negotiations, one of which will be the Chief Steward, one (1) will be elected from the trade craft group and one (1) elected from the afternoon shift and one (1) elected from the midnight shift.

The Company will pay employees engaged in negotiations, their regular pay for days spent in negotiations, conciliation and mediation, plus any benefits or benefit payments paid by the company for such time spent.

ARTICLE 13 – ADJUSTMENT OF GRIEVANCES

- 13.01 Either the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement concerning the interpretation, application or alleged violation of this Agreement. The parties agree that all grievances should be dealt with as quickly as possible.

- 13.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.
- 13.03 Grievances properly rising under this Agreement shall be processed and finalized as follows:

ORAL STEP

The aggrieved employee shall discuss their grievance orally with their supervisor. They shall have the assistance of their steward if they so desire. The Supervisor shall give their decision within one (1) working day following the discussion. If the Supervisor's decision is not satisfactory to the employee concerned, then the grievance will be reduced to writing and submitted to Step No.1.

STEP NO. 1

Within five (5) working days after the decision is given at the Oral Step, the aggrieved employee may, with their steward, present the grievance (which shall be reduced to writing on a form supplied by the Union) to the Focus Factory Manager or their designate who shall discuss it with the persons representing same, and render their decision in writing within five (5) working days following the discussion of the grievance. If a settlement satisfactory to the employee concerned is not reached, the grievance will proceed to Step No. 2.

STEP NO. 2

Within five (5) working days after the decision is given at the Step No. 1, the aggrieved employee may submit their grievance to the HR Manager or their designate or their designate. The

employee, accompanied by the steward and a Union Staff Representative, shall meet as promptly as possible with the HR Manager or their designate, to consider the grievance. The HR Manager or their designate will render their decision in writing within five (5) working days.

In the case of a dismissal, a grievance may be filed by an employee who feels they were unjustly dealt with. Such a grievance must be filed within five (5) working days from the date of dismissal and shall commence at Step No. 2.

- 13.04 If a final settlement of the grievance is not reached at Step No. 2, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred, in writing, by either party to a single Mediator or Arbitrator as provided in Article 14 at any time within thirty (30) working days after the decision is given under Step No. 2. If no such written request for Mediation or Arbitration is received within the time limit, it shall be deemed to have been abandoned.
- 13.05 The time limits set out in the sections of Article 13 shall be exclusive of Saturdays, Sundays, and holidays, and may be extended by mutual agreement, in writing, of the parties to this Agreement.

ARTICLE 14 – ARBITRATION

- 14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance procedure outlined in Article 13, and which has not been settled, will be referred to a single

arbitrator, at the written request of either of the parties hereto.

- 14.02 Within thirty (30) working days (Saturdays, Sundays and holidays excluded) of the request by either party for arbitration, the parties shall discuss and attempt to agree upon a single arbitrator. This time limit may be extended by mutual agreement, in writing.
- 14.03 Should the parties fail to agree on a single arbitrator, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as arbitrator.
- 14.04 The decision of the arbitrator shall be binding on both parties.
- 14.05 The arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 14.06 The parties to this Agreement will jointly bear the expenses of the arbitrator.
- 14.07 Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without having notified the other party of its final position on any given grievance in writing.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting “filing for arbitration” shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this Agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

ARTICLE 15 – NO STRIKES – NO LOCKOUTS

- 15.01 (a) The Company will not cause or direct any lockout of its employees, and the Union will not cause or direct any strikes, picketing, or slow down, either complete or partial.
- (b) The definitions of the term “lockouts” and “strikes”, as used, shall be in accordance with the Labour Relations Act, as amended from time to time.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Any employee’s request for leave of absence must be submitted electronically to be completed in its entirety via the system (HCM). All applications for Leave of Absence will be given full consideration. Any leave of absence that may be granted by the Company under this Article 16 shall be without pay, or bonus payments while the employee is on the approved leave.

An employee may pay back the premiums for benefits through payroll deductions upon their return to work.

The Company agrees that any request for leave of absence shall not be unreasonably denied.

- 16.02 The Company shall reply via the system (HCM) within two (2) weeks, to all written requests for leave of absence.

- 16.03 The Company agrees to permit leave for three (3) delegates elected to attend Union conventions for a period of not more than ten (10) working days a year, provided relief employees, acceptable to Management, are available. Requests for more than three (3) delegates shall be decided by mutual agreement between the Company and the Union. The Union will give the Company two (2) weeks' notice in regard to such request to attend conventions.
- 16.04 The Company shall pay an employee who is required for jury service or who has been subpoenaed as a witness in a court of law in a matter as to which the Company has no detrimental interest, for each day of service, their regular wage for the day. The employee will present proof of service.

ARTICLE 17 – UNION REPRESENTATION/ PROGRESSIVE DISCIPLINE

- 17.01 The Company agrees that whenever an interview is held with an employee regarding their work or conduct which becomes a part of their record, the steward shall be present at such interview.
- 17.02 The Company agrees to recognize the appointment of a Union steward. The Union shall notify the Company of the appointments. No probationary employee may be appointed. The Company also agrees to grant such stewards' time off with pay as may be reasonably necessary to service any grievance or potential grievance.
- 17.03 The Business Agent or International Representative of the Union shall be entitled to visit the location covered by this Agreement for the purpose of ensuring the terms of the Agreement are implemented, provided however, that the

appropriate Management authority has given their consent, which shall not be unreasonably withheld.

17.04 The Union agrees to forward to the Company, a listing of plant stewards on a half-yearly basis.

17.05 Progressive Discipline

SUNSET FOR CONDUCT, ABSENTEEISM AND HEALTH AND SAFETY INFRACTIONS

Actions under the disciplinary method shall remain as part of the employee's permanent record for one (1) year. If, after a year, no similar infractions occur, they will not be used as part of the disciplinary process and will be removed from the employee's record and progression goes back one step.

Employees can receive discipline for absenteeism once they have exhausted their emergency days as per the Employment Standard Act. All discipline records for absenteeism, shall remain on file for a period of rolling twelve months (12) from the date of the infraction. As a discipline falls off the discipline goes back one step.

SUNSET FOR WORK PERFORMANCE INFRACTIONS

If, after nine (9) months, no similar infractions occur, actions under the disciplinary method for work performance shall be removed from the employee's record.

SUNSET FOR IMPROPER TIME RECORDING INFRACTIONS

If, after six (6) months, no similar infractions occur, actions under the disciplinary method for improper time recording shall be removed from the employee's record.

- a. No employee shall be disciplined without just cause. Employees shall be notified in writing of the grounds for discipline or discharge. The Chief Steward and the Union steward shall receive a copy.
- b. The Employer will hand out any discipline no later than seven (7) working days from the date of the occurrence, unless both parties negotiate a mutually agreed upon extension.
- c. Where the Company disciplines an employee for quality, theft or a fraudulent claim under the insurance plan or WSIB, the date of occurrence shall be the date that the violate first became known to the company.
- d. Progressive Discipline will consist of the following steps:
 1. Verbal
 2. Written
 3. One day suspension
 4. 3-day suspension
 5. Termination

ARTICLE 18 – HOURS OF WORK, OVERTIME AND HOLIDAYS

HOURS OF WORK

18.01

- (a) (i) The standard work week shall be forty (40) hours, consisting of five (5) days of eight (8) consecutive hours.
- (ii) This shall not be considered as a guarantee of hours of work per day or per week.
- (b) Employees will be scheduled a twenty (20) minute paid meal period per shift.
- (c) Employees will be scheduled two (2) paid, ten (10) minute relief periods, one (1) in the first half and one (1) in the second half (2nd) of the employee's shift.
- (d) Employees reporting in for work as directed by the Company shall receive four (4) hours call-in pay providing production is not affected during the four (4) hours by an Act of God (i.e., flood, power failure, snowstorm).
- (e) Employees who report for work and find there is no work available will receive a minimum of three (3) hours' pay providing production is not affected during the three (3) hours by an Act of God (i.e., flood, power failure, snowstorm).

OVERTIME

18.02

- (a) All hours worked in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid for at one and one-half times ($1\frac{1}{2} \times$) times the regular rate of the employee. All overtime in posted position to be awarded by seniority to employees holding full time postings prior to awarding overtime to employees holding spare postings.
- (b) All hours worked on a Saturday shall be paid for at one and one-half times (1.5x) the regular rate of the employee provided employee worked 40 hours of regular time Monday to Friday. Approved leaves of absence will count towards hours worked.
- (c) All hours worked on a Sunday shall be paid for at two times (2X) the regular rate of the employee provided employee worked 40 hours of regular time Monday to Friday. Approved leaves of absence will count towards hours worked.
- (d) All employees that record an absent from work shift on a voluntary weekend shift more than one(1x) time shall be deemed ineligible with their seniority for voluntary overtime for a period of two (2) weeks.

IN-WEEK OVERTIME PROCEDURE

Definitions

Work Cell: Defined as line, press or sub assembly station.

Department: Defined as a general area where employees work on a day-to-day basis.

Currently the KSR International ULC Ridgetown plant has the following departments:

- (1) Assembly
- (2) Plastics
- (3) Electronics
- (4) Materials
- (5) Maintenance
- (6) Quality

The in-week Overtime process is as follows:

- (a) Overtime during the week (Monday to Friday) shall be voluntary.
- (b) The in-week overtime sign-up sheets are posted at the beginning of a work week. All employees will have the opportunity to sign up for in-week overtime daily. The sign-up sheets will remain posted until first break on each respective shift.
- (c) The Company will make every effort to notify employees of in week overtime no later than an hour before the end of their shift. Employees will be required to sign an

Overtime Canvass sheet to confirm their agreement to work the scheduled overtime.

- (d) Operators and posted positions will be scheduled in the following order:
 - (1) Operators and Set Up Operators who are working at the work cells affected by overtime, by seniority.
 - (2) Operators, Set Up Operators, Lead Hands who are working in the department affected by overtime, by seniority.
 - (3) Employee's plant-wide on the affected shift, by seniority.
- (e) Whether a posted position is required during the overtime shift is up to the discretion of the Management.
- (f) Skilled trades will be scheduled within their classification and will not be eligible for Operator or posted position overtime.
- (g) In the event in-week overtime is cancelled due to a reason outside the Company's control, the Employer will provide an explanation to the Union.

WEEKEND OVERTIME PROCEDURE

The Weekend overtime process is as follows:

- (a) Employees are scheduled by seniority on a voluntary basis, provided they have the skills and ability to perform to job.

- (b) In the event that there is an inadequate number of volunteers, the Company retains the right to institute mandatory overtime to all posted position, skilled trades and general operators.
- (c) Mandatory overtime will be scheduled on a rotational basis commencing with the junior employee with the least amount of weekends worked in the classification, with the necessary skills and abilities to perform the job and eligible for mandating.
- (d) The mandatory rotation schedule will be based upon previously worked weekend shifts (mandatory and voluntary).
- (e) The weekend overtime sign-up sheets will be posted Friday of the current week for the following week and will be removed no earlier than the lunch period on day-shift each Wednesday.
- (f) The original weekend schedule will be posted no later than twenty-four (24) hours prior to the first scheduled shift. Revisions may be required pending a change in business need.
- (g) Employees can initiate a Shift Trade Agreement for mandated shifts if they find a voluntary replacement with the necessary skills and abilities.
- (h) Posted positions/ skilled trades will be provided with one (1) weekend off per month, in an effort to create a better work/life balance. Requests to be submitted to Human Resources and will be approved based on seniority and giving regard to the orderly operation of the plant.

- (i) The mandatory rotation schedule will be based upon previously worked weekend shifts in the classification (mandatory and voluntary).

SCHEDULING AROUND VACATION PERIODS

The Company agrees that they cannot mandate an employee to work overtime on a Saturday or Sunday prior to, or immediately following their week of vacation time. The Company will make every reasonable effort to avoid scheduling the employee for overtime on a Saturday or Sunday which immediately proceeds or follows an individual vacation day.

SCHEDULING ACCORDING TO PREFERENCE OF SHIFT

The Company agrees to schedule employees to their preferred shift whenever possible. Should there not be enough employees to cover schedule requirements, the junior employees in the classification with the skills and ability to perform the job, will be scheduled to a non-preferred shift.

SCHEDULING ACCORDING TO CLASSIFICATION

The Company agrees that they cannot mandate an employee to work outside of their classification for overtime. For the purposes of this article, a spare employee is considered included in the classification in which they are a spare.

OBSERVED HOLIDAYS

18.03

- (a) All permanent full-time employees shall be paid eight (8) hours at their regular straight time rate for the following

provincial public holidays and any other public holidays declared by provincial legislation, as noted below.

PAY RATE

- (a) All hours worked on a Statutory Public holiday shall be paid at one and one – half (1.5x) the regular base pay rate of the employee.
- (b) All hours worked on a Floater Day shall be paid at two time (2x) the regular base pay rate of the employee.
- (c) New employees will not eligible for floater holidays until they have been an employee of the Company for a period of one (1) year and will receive the regular rate for hours worked if not eligible for a Floater Day.
- (d) The parties agree that floater days will be posted for sign up and scheduled in the following order:
 - i. Seniority and where skills and abilities apply
 - ii. Junior employees, starting with the lowest in seniority until the desired number is achieved.

Additionally, four (4) floater days will also be celebrated on the specific days as noted below. If over the course of the collective agreement, additional provincial holidays are added removal of a floater day will be used to offset.

2025

New Years Day	January 1, 2025
Family Day	February 17, 2025
Good Friday	April 18, 2025
Victoria Day	May 19, 2025
Canada Day	June 30, 2025
Floater 1	August 4, 2025
Labour Day	September 1, 2025
Thanksgiving Day	October 13, 2025
Christmas Day	December 25, 2025
Boxing Day	December 26, 2025
Floater 2	December 29, 2025
Floater 3	December 30, 2025
Floater 4	December 31, 2025

2026

New Years Day	January 1, 2026
Family Day	February 16, 2026
Good Friday	April 3, 2026
Victoria Day	May 18, 2026
Canada Day	July 3, 2026
Floater 1	August 3, 2026
Labour Day	September 7, 2026
Thanksgiving Day	October 12, 2026
Christmas Day	December 25, 2026
Boxing Day	December 26, 2026
Floater 2	December 29, 2026
Floater 3	December 30, 2026
Floater 4	December 31, 2026

2027

New Years Day	January 1, 2027
Family Day	February 15, 2027
Good Friday	March 26, 2027
Victoria Day	May 24, 2027
Canaday Day	July 2, 2027
Floater 1	August 2, 2027
Labour Day	September 6, 2027
Thanksgiving Day	October 11, 2027
Christmas Day	December 27, 2027
Boxing Day	December 28, 2027
Floater 2	December 29, 2027
Floater 3	December 30, 2027
Floater 4	December 31, 2027

Floater Days

The parties agree that floater days will be posted for sign up and scheduled in the following order:

- Seniority and where skills and abilities apply
- Junior employees, starting with the lowest in seniority until the desired number is achieved.

New employees will not be eligible for floater holidays until they have been an employee of the Company for a period of one (1) year and will receive regular rate for hours worked if not eligible for a Floater Day.

- 18.04 In order to qualify for holiday pay, an employee must have worked the last scheduled full work shift prior to the holiday and the first scheduled full work shift following the holiday except where absence is due to an approved leave. Employees

laid off or absent by reason of extended illness or injury, will not receive holiday pay unless such layoff, illness or injury, occurred within ten (10) working days of the holiday.

18.06 (a) In a week in which one paid holiday is observed (Sunday through Saturday), the normal work week for full-time employees will be reduced by eight (8) hours per week.

(b) In a week (Sunday through Saturday), where more than one (1) paid holiday is observed, the work week shall be reduced by eight (8) hours for each full day holiday.

ARTICLE 19 – ABSENCE FROM WORK

STATUTORY LEAVES

19.01 All statutory leaves of absence shall be in accordance with the Employment Standards Act of Ontario as amended from time to time.

PARENTAL LEAVES

19.02 The Company shall reinstate an employee within seven (7) days after being advised by the employee of their desire to return from parental leave.

ARTICLE 20 – VACATION

20.01 The vacation year shall be from June 1 of any year to May 31 of the following year. Vacations earned must be taken and cannot accumulate or be taken in subsequent vacation years. All vacation pay earned in a vacation year, is payable during the following vacation year.

Employees will be paid the applicable portion of the vacation pay earned in the prior vacation year, allocated to follow the weeks they take vacation.

For example, an employee who has two (2) weeks of vacation entitlement will receive half the vacation pay (earned in the prior vacation year) on the pay date directly following the first week of vacation, and the remainder on the pay date directly following the second week of vacation.

VACATION PAY EARNINGS

20.02 (a)

- (i) New employees will earn four percent (4%) of earnings towards vacation pay until their fifth (5th) year anniversary date.
- (ii) Employees will earn six- and one-half percent (6.5%) of earnings towards vacation pay beginning their fifth (5th) year anniversary onward.
- (iii) Employees will earn eight-and one-half percent (8.5%) of earnings towards vacation pay beginning their tenth (10th) anniversary onward.

E.g. Employee is hired on October 3, 2020.

1st VACATION YEAR

Employee earns four percent (4%) of earnings from October 3, 2020 to May 31, 2021 – paid following year. (2021/2022 vacation year)

2nd VACATION YEAR

Employee earns four percent (4%) of earnings from June 1, 2021 to May 31, 2022 - paid following year. (2022/2023 vacation year)

3rd VACATION YEAR

Employee earns four percent (4%) of earnings from June 1, 2022 to May 31, 2023 – paid following year. (2023/2024 vacation year)

4th VACATION YEAR

Employee earns four percent (4%) of earnings from June 1, 2023 to May 31, 2024 – paid following year. (2024/2025 vacation year)

5th VACATION YEAR

Employee earns four percent (4%) of earnings from June 1, 2024 to May 31, 2025 – paid following year. (2025/2026 vacation year)

6th VACATION YEAR

Employee earns four percent (4%) of earnings from June 1, 2025 to October 3, 2025. They earn 6.5% from October 3, 2025 to May 31, 2026 - paid following year. (2026/2027 vacation year)

Employees who have reached 6.5%, 8.5% or 10.5% vacation pay rates will be grandfathered in to their current vacation rate. However, when they proceed to the next

vacation rate, it will be under the new vacation rate structure (4%, 6.5%, or (8.5%).

VACATION TIME ALLOWANCES

- (b) The vacation year shall be from June 1st of any year to May 31st of the following year.
 - (i) Employees with less than one (1) year of service prior to June 1st of current year shall be entitled to one (1) week of vacation time during the same vacation year.
 - (ii) Employees who have reached their first (1st), second (2nd), third (3rd) and fourth (4th) year anniversary date prior to the beginning of a vacation year (June 1st of current year) shall be entitled to two (2) weeks of vacation time during the same vacation year.
 - (iii) Employees who have reached their fifth (5th) through fourteenth (14th) year anniversary date prior to the beginning of a vacation year (June 1st of current year) shall be entitled to three (3) weeks of vacation time during the same vacation year.
 - (iv) Employees who have reached their fifteenth (15th) year anniversary date prior to the beginning of a vacation year (June 1st of current year) shall be entitled to four (4) weeks of vacation time during the same vacation year.
 - (v) Employees who have reached their twenty-fifth (25th) year anniversary date prior to the beginning of a vacation year (June 1st of current year) shall be entitled to five (5) weeks of vacation time during the

same vacation year. The fifth (5th) week is optional, and must be waived prior to vacation scheduling.

- 20.03 (a) Vacations will be scheduled by the Company having regard to the orderly operation of the plant and seniority of the employees. Employees shall be given preference with respect to the time of taking their vacations where possible according to seniority.
- (b) Employees with four (4) weeks or greater vacation entitlement shall be permitted to book one week as individual days per the company single day vacation policy.

The Company shall finalize the vacation schedule by May 15th.

- 20.04 (a) The Company reserves the right to shut down the plant for vacation purposes. Plant shutdown will be at the discretion of the Company. The Company will notify all employees of the summer shutdown weeks during the first (1st) week of June each year. A sign-up list will be posted at least three (3) weeks prior to the shutdown for those who volunteer to work.

The Company will provide notice of at least two (2) weeks prior to the shutdown, if an employee is mandated to work during the plant shutdown.

- (b) If you volunteer to work over the summer slowdown and there is work available for you by seniority and skills and ability, you will have the equivalent of time worked reassigned to you as vacation time following the slowdown.

ARTICLE 21 – HEALTH CARE BENEFITS

EMPLOYER HEALTH TAX

- 21.01 The Company will pay one hundred percent (100%) of the Employer Health Tax for active employees.

PRESCRIPTION DRUG PLAN

- 21.02 The Company agrees to pay one hundred percent (100%) of a prescription drug plan, with a two dollar and fifty cent (\$2.50) deductible per prescription, for active employees with seniority.

The Company agrees to provide a prescription drug plan, with two dollars and fifty cent (\$2.50) deductible per prescription, for retirees between the ages of sixty to sixty-five (60-65) for employees with at least fifteen (15) years of service prior to their retirement date.

Effective January 1, 2022, eligible claims in excess of ten thousand dollars (\$10,000) will be covered by the Ontario Trillium Drug Program.

- (i) Ambulance and Paramedical Services;
- (ii) Massage Therapy: two hundred and ten dollars (\$210.00)
- (iii) Chiropractor: two hundred forty dollars (\$240.00)
- (iv) Hearing Aids: five hundred and sixty dollars (\$560.00)

Audiologist: one hundred dollars (\$100.00) every twenty-four (24) months

- (v) Orthotics: two hundred and fifty dollars (\$250.00) every twenty-four (24) month

GROUP LIFE PLAN

- 21.03 (a) The Company agrees to pay the premiums for Life Insurance for actively working employees with seniority, in the amount of fifty-five thousand dollars (\$55,000).

LONG TERM DISABILITY (LT)

- (b) The Company shall implement and pay the premium for Long Term Disability for actively working employees with seniority at the rate of sixty-five percent (65%) of wage at the time of disability, until age sixty-five (65), with a ninety (90) day waiting period. The Company shall supply booklets of the Insurance plan to employees.

EMPLOYEES ON LAY OFF

- 21.04 Employees laid off as a result of no work can continue to pay for benefits through the Company for a period not to exceed twelve (12) months.

PENSION PLAN

- 21.05 (a) The Company agrees to contribute one dollar and twenty-three cents (\$1.23) per hour to a Group RRSP Plan for all hours paid and worked for all eligible employees.
- (b) Employees hired after January 1, 2025, will not be eligible for the Group RRSP Plan until they have been employed by the Company for two years.

- (c) Hours paid and worked is defined as regular hours, vacation and paid holidays, to a maximum of forty (40) hours per week per employee, but shall not include overtime or Weekly Indemnity payments.

VISION CARE

- 21.06 The Company agrees to provide a benefit of up to three hundred dollars (\$300.00) for a vision care plan for employees and their dependents effective every twenty-four (24) months.

The Company further agrees to pay for regular eye examinations every twenty-four (24) months.

New employees will not be eligible for vision care benefits until they have been an employee of the Company for a period of one (1) year.

BENEFIT COVERAGE

- 21.07 All such requests for benefit extension will be in writing and be the employee's full responsibility. Employees wishing to continue dental benefits during any leave must contact the Dental Plan Administrator for instructions on continued coverage.

EMPLOYEES ABSENT DUE TO ILLNESS

- (a) The Company will continue to pay benefits for employees absent from work due to illness for a period of three (3) months.

Benefit coverage for employees on an illness leave will include:

Coverage under 21.02 (Prescription Drug Plan)
Coverage 21.03 (Group Life Plan and Long-Term Disability)

Coverage under 21.06 (a) and (b) (Prescription Safety
Glasses and Vision Care)

Employees who have been approved for Long Term
Disability benefits will remain covered on benefits where
eligible.

EMPLOYEES ABSENT DUE TO LAYOFF

- (b) The Company will continue to pay and provide coverage for benefits outlined under 21.02 (Prescription Drug Plan) and 21.06 (b) Vision Care for employees on layoff for a period of up to thirteen (13) weeks where eligible.

Employees on layoff longer than thirteen (13) weeks can continue to pay for benefits outlined under 21.02 (Prescription Drug Plan) through the Company for a period not to exceed twelve (12) months where eligible.

EMPLOYEES ABSENT DUE TO APPROVED LOA

- (c) The employer agrees to pay and provide for benefits outlined under 21.02 (Prescription Drug Plan) and 21.06 (b) Vision Care when the employee is on a leave of absence to the end of the month in which the leave commenced.

For any leave of absence which extends past the end of the month in which the leave of absence has commenced, an employee may pay back the premiums for benefits

under 21.02 (Prescription Drug Plan) for the length of the leave of absence, but not to exceed twelve (12) months.

TOOL ALLOWANCE

- 21.08 The Company will pay the following tool allowance to employees with seniority in the Skilled Trades classifications only, to be reimbursed once annually, within thirty (30) days of receipt of proof of purchase presented to the Company to a maximum of seven hundred dollars (\$700.00).

SKILLED TRADES

- 21.09 The Company will utilize its skilled trades employees prior to contracting work out to third (3rd) parties, when such work falls within the scope of regular skilled trades duties.

The Company will endeavor to provide training as necessary to maintain new equipment installed within the facility where such maintenance is not included in the equipment purchase.

In any case these duties shall be performed by qualified personnel who hold certification to perform such work or are working under such person(s) supervision.

APPRENTICESHIP PROGRAM FOR SKILLED TRADES

- 21.10 (a) Qualifications

To be determined through the Company's present selection process. Bargaining unit members shall be considered in the selection process with preference to be given to Set Up Operators and those employees with prior

schooling or experience in the trade, if the candidate meets all the requirements for selection.

(b) Training

- i. KSR International ULC will reimburse employees for tuition in accordance with current Company tuition policy.
- ii. KSR International ULC will make apprentices available to attend school in order to achieve their required training courses. This may be either block release or night school, depending on each individual situation.
- iii. KSR International ULC will provide an opportunity for the apprentice to earn wages up to the allowed cap per government legislation guidelines while apprentices are attending block training, subject to provisions of this Collective Agreement.

(c) Rate Policy

- (1) New apprentices to start at sixty-five percent (65%) of full trade rate
 - two thousand (2000) hours of work experience
 - twenty-five percent (25%) of tasks completed
- (2) First (1st) increase – to seventy-five percent (75%) of full trade rate
 - four thousand (4000) hours of work experience
 - fifty percent (50%) of tasks completed

- (3) Second (2nd) increase – to eighty percent (80%) of full trade rate
 - six thousand (6000) hours of work experience
 - seventy-five percent (75%) of tasks completed
- (4) Third (3rd) increase – to ninety percent (90%) of full trade rate
 - eight thousand (8000) hours of work experience
 - ninety percent (90%) of tasks completed
- (5) Final increase – to full trade rate
 - full completion of required hours
 - successful completion of trade qualification test/Ministry of Education and Training requirements
 - presentation of Trade Certificate to Company by employee

If the rates above are lower than Government rates, the Company will pay the higher rate.

(d) Testing

Apprentices will be given three (3) opportunities to write the appropriate trade qualification test, within twenty-four (24) months of school completion.

(e) Tool Allowance

The apprentice shall receive a tool allowance based on the rates in 21.10 (c).

**UNITED FOOD AND COMMERCIAL WORKERS TRUSTED DENTAL –
ONTARIO “The Fund”**

- 21.11 The Company agrees, January 1, 2022, to contribute fifty-one cents (\$0.51) per hour for all hours paid or worked, up to forty (40) hours per week, for all bargaining-unit employees, plus the required eight percent (8%) Ontario Retail Sales Tax.

The Company agrees to sign the Participation Agreement as prepared by the Trustees of the Fund, and to send a report with each contribution remittance that includes:

- a list of the employees and the number of hours worked by each employee in each reporting period within fifteen (15) days of the end of the close of the Company's four or five (4 or 5) week accounting period; and,
- notations regarding employee absence for illness, injury, maternity/parental leave.

TRAINING AND EDUCATION

- 21.12 (a) The Employer agrees to contribute, five cents (\$0.05) cents per hour per employee to the UFCW Local 175 Training and Education Fund for all hours paid to bargaining unit employees to a maximum of forty (40) hours per week.
- (b) The Employer shall forward the contributions every four (4) weeks to the Union and shall include a list of the bargaining unit employees and the number of hours worked by each employee during the four (4) week period.

ARTICLE 22 – WAGES

Classification	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027
Skilled Trades Millwright, T&D, Electrician (Licensed)	\$41.70	\$42.40	\$43.10
Operator & all other plant duties	\$20.00	\$20.50	\$21.00
Lead Hand	\$21.80	\$22.30	\$22.80
Material Handler	\$21.80	\$22.30	\$22.80
Quality Inspector	\$21.80	\$22.30	\$22.80
Set Up & Operate	\$21.80	\$22.30	\$22.80

New Hires (Effective January 1, 2025)

90% of classification rate from date of hire to 6 months

95% of classification rate from 6 months to 1 year

100% of classification rate at 1 year

(excludes skilled trades)

PAY DAY

- 22.02 There will be a regular pay day each Friday deposited to an employee's bank account and they will be given a statement of earnings and deductions. All employees may elect to receive a print copy of the above statement.

TEMPORARY ASSIGNMENTS

- 22.03 (a) An employee in a full-time classification retains their higher rate of pay, when temporarily reassigned to a lower

paying job. This does not apply to overtime and hours worked on floater days and statutory holidays.

- (b) When an employee is temporarily assigned or transferred to a higher rated job for at least one (1) hour in a day, he shall be paid the applicable higher rate for all hours worked that day in the higher rated job.
- (c) Where an employee works one (1) or more hours in a higher rated classification, they will be paid a full eight (8) hours at the higher rate.

Pay Equity

- 22.04 The Union and the Company agree to maintain a Pay Equity Plan. The Company agrees to post the pay Equity Plan in accordance with the Pay Equity Act.

ARTICLE 23 – BEREAVEMENT

- 23.01 In the case of death of an employee's parent, step parent, spouse, child, step child, brother or sister, grandparent, or grandchild an employee shall be granted five (5) consecutive work days leave of absence with pay.
- 23.02 In the case of death of an employee's mother-in-law or father-in-law, daughter in law or son in law, grandparent of spouse, an employee shall be granted three (3) consecutive work days leave of absence with pay.
- 23.03 In the case of death of an employee's sister-in-law, brother-in-law, aunt, uncle, aunt or uncle of spouse, niece and nephew, an employee shall be granted one (1) work day leave of absence with pay.

- 23.04 Paid bereavement leave must commence no later than fifteen (15) working days following the day of the death. Application for bereavement pay shall be made by requesting bereavement leave through the HCM system and shall accompany an obituary notice or other reasonable documentation to support the bereavement leave. Payment to be made on the basis of base rate, without premium, and exclusive of Saturdays, Sundays, Statutory Holidays, or vacations.

ARTICLE 24 – PAYROLL DEDUCTIONS

- 24.01 (a) The Company will provide payroll deductions for RRSP's. New employees will have a one (1) year waiting period.
- (b) If a team member identifies an error in their pay and informs their supervisor of the missed wages before the conclusion of the affected pay period, and the supervisor does not rectify the issue, the Company will promptly address the mistake and ensure that the corrected payment is included in the following regular pay period.

ARTICLE 25 – SUPPLEMENTAL AGREEMENTS

- 25.01 Cost of Printing the Collective Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights under it. For this reason, the Employer shall pay one hundred percent (100%) of the supplemental agreements within thirty (30) days of signing.

25.02 Cost of Meeting Rooms for Negotiations

The Employer will pay the cost of the meeting rooms for all negotiations, including conciliation and mediation.

ARTICLE 26 – EXPIRATION OF AGREEMENT

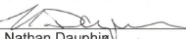
26.01 This Agreement shall be effective from January 1, 2025 to December 31, 2027, and from year to year thereafter, unless notice to open the Agreement for the purpose of amendments or revisions is given, in writing, by either party to the other, at any time within ninety (90) days prior to the expiry date of this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED IN THE CITY OF RIDGETOWN THIS 28TH DAY OF FEBRUARY, 2025.

For the Union


Sheila Kroblausch



Nathan Dauphin


Brad King


Ken Gibson


Dave Forbes

For the Company


Paula Vincent


Kari Howe


Janina Eberle

DEPARTMENTS

LOCALS 175 & 633 have trained staff who provide information, support and services to our regional representatives and membership in areas including:

WSIB Claims & Appeals
workerscomp@ufcw175.com

Training & Education
tcadmin@ufcw175.com

Organizing
organizing@ufcw175.com

Health & Safety, Legal, Pay Equity &
Communications
membership@ufcw175.com

Membership Assistance Program

The Locals 175 & 633 Members' Assistance Program (MAP) is available to help members through difficult times. The program connects you to the appropriate professional assistance as close to your community, and as soon, as possible.

Contact Sharon at Labour Community Services directly at **416-977-6888 • 1-877-801-7762**
(French & English language services available)

REGION ONE



Tracy Stubbs

Director/Union Representative



Alex Stubbs

Union
Representative



Lynn Swiderski

Servicing
Representative

Visit us at www.ufcw175.com

Email: membership@ufcw175.com

1-800-565-8329 • 905-821-8329

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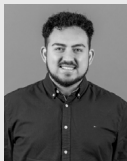
REGION TWO



Jason Hanley
Director



Chris Bernardi
Union
Representative



Ricardo Bocanegra
Union
Representative



Amanda De Melo
Union
Representative



Christina Mayberry
Union
Representative



Mario Tardelli
Union
Representative



Amy Tran
Union
Representative

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REGION THREE



Paul Hardwick
Director



Sean Carroll
Union
Representative



Shannon Epp
Union
Representative



Damian Hulshof
Servicing
Representative



Kim Hunter
Union
Representative



Joe Tenn
Union
Representative

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REGION FOUR



John DiNardo
Director



Fatima Butt
Servicing
Representative



**Nunzio
Cannistraci**
Servicing
Representative



Art Gier
Servicing
Representative



Jennifer Hanley
Union
Representative



Dawn Hanlon
Servicing
Representative



Shirley Hepditch
Servicing
Representative

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REGION FIVE



Jehan Ahamed
Director



Liam Aikens-Armbruster
Servicing
Representative



Kelly Dick
Servicing
Representative



Sharon Jones
Servicing
Representative



Arlene Robertson
Union
Representative

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REGION SIX



Sam Caetano
Director



Dave Forbes
Union
Representative



Chris Mayberry
Union
Representative



Nelson Pereira
Union
Representative



Melody Slattery
Union
Representative



Navidad Talbot
Union
Representative



Fred Teeple
Union
Representative

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REGION SEVEN



Jehan Ahamed
Director



John Beaton
Union
Representative



Skip Pavlick
Servicing
Representative



Julie Jodoin
Servicing
Representative



Michael Windley
Servicing
Representative

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REGION EIGHT



Derik McArthur
Director



Jeff Barry
Union
Representative



Michael Bernier
Union
Representative



Richard Eberhardt
Union
Representative



Jim Hames
Union
Representative

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H.O.P.E. SECTOR - L.T.C./RETIREMENT



Sandra Ashcroft
Director



Todd Janes
Union
Representative



Derek Jokhu
Union
Representative



Dean McLaren
Union
Representative



Maxine Prince
Union
Representative

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H.O.P.E. SECTOR - COMMUNITY CARE



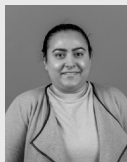
Mike Mattioli
Director



Sacha Edey
Union
Representative



Kasiobe Nwankudu
Servicing
Representative



Sabrina Qadir
Union
Representative



Meemee Seto
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NOTES

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