

**2026 - 2029
COLLECTIVE AGREEMENT**



and



2026 - 2029
COLLECTIVE AGREEMENT
BETWEEN

BAFFIN LIMITED

- and -

UNIFOR AND ITS LOCAL 2003E-03

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THIS AGREEMENT ENTERED INTO THIS 1st DAY OF APRIL, 2026.

B E T W E E N:

BAFFIN LIMITED

(hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

UNIFOR AND ITS LOCAL 2003E-03

(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Company and the Union and the employees covered by this Agreement; to provide a method for the prompt disposition of grievances and the negotiated working conditions set out herein. The Company and the Union are agreed that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain a successful operation and improve itself in a strong competitive market. The Union agrees to support the Company in attaining these objectives.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Baffin Limited in the Regional Municipality of Hamilton-Wentworth save and except supervisors, persons above the rank of supervisor, office, clerical and security employees.

2.02 The Company agrees that it will not enter into any agreement, either verbal or written, with any employee, which may conflict with this Agreement.

ARTICLE 3 - NO DISCRIMINATION

3.01 (a) The Company and the Union agree that there will be no discrimination exercised by either of them or their representatives or members in relation to lawful Union activity by an employee, or by reason of "age", "ancestry", "citizenship", "colour", "creed", "ethnic origin", "family status", "disability", "marital status (including single status)", "place of origin", "race", "record of offences", "sex", "sexual orientation", "gender identity", "gender expression", as those terms are defined in the *Human Rights Code* of Ontario.

(b) An alleged violation of the *Human Rights Code* is grievable under this Collective Agreement, however in order to avoid duplication of process, it is agreed that if a human rights matter is grieved under this Collective Agreement, the matter shall be barred from being the subject of a complaint pursuant to the *Human Rights Code* of Ontario.

(c) The party or person alleging discrimination contrary to the provisions hereof shall provide to the other party sufficient particulars.

3.02 Any reference to the male gender shall be deemed to include the female gender and vice versa.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company, and the Company agrees that it will not engage in any lockout during the term of this Agreement.

4.02 An employee who calls, counsels, procures or encourages conduct contrary to Article 4.01 shall be subject to discharge and such discharge is deemed to be a specific penalty.

Any employee who otherwise participates in conduct contrary to Article 4.01 shall be subject to discipline which may include discharge which is not deemed to be a specific penalty.

4.03 The terms "*strike*" and "*lockout*" are deemed to be as defined in accordance with the provisions of the Ontario *Labour Relations Act*.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Company's rights shall include:

(a) the right: to maintain order, discipline and efficiency; to make, alter and enforce,

from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge seniority employees for just cause and to discipline and discharge probationary employees in accordance with Articles 8.01(b) and 15.01(b) of this Agreement.

- (b)** the right: to select, hire and direct employees; to transfer, assign, promote, demote, schedule and classify employees, and to retire employees at age sixty-five (65); to plan, direct and control its operations; to select employees for positions excluded from the bargaining unit; to transfer employees into or out of the bargaining unit with the consent of the employee; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives, including those set out in Article 1.01 hereof.
- (c)** the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the products to be manufactured, merchandised and sold; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of employees; the use of improved or changed methods and equipment; the number of employees needed by the Company at any time and how many shall work in any line or operation; the number of hours to be worked; starting and quitting time; methods to be used to ensure security of the Company's property. And generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

Failure by the Company to exercise any of its Management Rights or other rights shall not be considered to be an abandonment of those rights nor shall the principle of estoppel be applied to such circumstances.

ARTICLE 6 - UNION SECURITY

6.01 As of the date of ratification of this Collective Agreement all present and future employees shall, as a condition of employment, have deducted from the first weekly pay of the month a sum equivalent to regular monthly Union dues as contained in and authorized by the policies and Constitution of the Union. Such deductions shall first commence upon the pay period as noted above following the start of the employee's employment. Employees who do not have Union dues deducted in a month they receive pay shall have those dues deducted the following month.

6.02 The Employer agrees to remit such deducted monies no later than the 20th of the month in which such dues are deducted, to the UNIFOR Local 2003E-03, along with a list of employees for whom such deductions are made and specify the amounts deducted from each, their respective classifications, and if no deductions are made, the reasons for such failure to deduct.

6.03 All employees will as a condition of employment be required to join the Union. Upon presentation of a duly signed application for a Union membership card, the Employer agrees to deduct the amount of the Union initiation fee from the wages of the respective employee and to remit such amount along with the application card to the Union not later than the 20th day of the following calendar month. The current Union initiation fees are twenty dollars (\$20); but may be amended as required by the Union from time to time.

6.04 Receipt for Income Tax Purposes

The amount of Union dues deductions made yearly shall be recorded by the Employer on the employees' yearly T-4 slips for income tax purposes.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select from among bargaining unit employees with at least one (1) year of seniority with Baffin, one (1) Steward from each of the following Departments:

- Moulding
- Liners
- Final Assembly
- Distribution Centre
- Maintenance

The Company also recognizes the right of the Union to appoint or otherwise select one (1) alternate Steward from each of the above Departments to serve in the absence of the regular Shop Steward. *"Absence of the regular Shop Steward"* does not mean absence of such Steward because he is working on another shift.

The Company will recognize the Steward or alternate for the purposes of processing a grievance at the designated step of the Grievance Procedure. The Company shall not be required to recognize the Steward until the Union has furnished the Company with notice in writing of the names of the Stewards, the Steward alternates and Departments which they represent.

7.02 The Company will provide space on bulletin boards for the convenience of the Union in posting notices of Union business, in the following areas:

- Employee Entrance
- Lunchroom
- Distribution Centre

All such notices must be signed by the proper officer of the Union and submitted to the General Manager of the Company for approval before being posted.

Union Stewards are entitled to distribute Union literature in non-working areas, provided they do so on their own time.

7.03 The Company agrees:

- (a) to provide copies of the Collective Agreement to all employees once per contract term, as well as to new bargaining unit employees when hired;
- (b) to advise new bargaining unit employees that there is a Union at the Company; and
- (c) to advise the Chief Steward or alternate Chief Steward of new hires, weekly.

7.04 It is recognized and agreed that the Stewards have regular and principal duties to perform in connection with their work and that only such time as is necessary will be consumed by such person during working hours in order to perform their functions as Stewards.

Therefore, before leaving his regular work, a Steward must request and obtain the permission of his Supervisor or Manager, and if requested, shall explain the purpose of the request. The Steward will expeditiously attend to the grievance so that no unnecessary loss of time will result. The Steward shall not lose pay for attending to a grievance in the plant during his regular straight time work hours provided he does so in accordance with the provisions of this Agreement. The Steward shall not be compensated for time spent in any other Union activities, including, without limitation, negotiation, conciliation, mediation or arbitration.

7.05 It is agreed that the Union Negotiating Committee shall consist of up to five (5) Stewards and a National Union Representative or their designated alternate.

7.06 Leave of absence without pay will be granted for up to a maximum of two (2) weeks per year, and up to three (3) days per occasion, for each Steward or alternate Steward who is required by the Union, for the purpose of attending specified Union functions such as meetings, conventions, training and education. Only the Steward or his alternate will be absent at any one time, but not both at the same time. In order to be entitled to leave of absence as provided herein, the Union must furnish the Employer with two (2) weeks' notice in writing.

7.07 If the National Union Representative wishes to visit the Company's premises for a reason other than the Grievance Procedure or a meeting in which the Company has agreed to meet with the National Union Representative, he must telephone the General Manager, or his designate, in advance and request permission and state the purpose of his requested visitation.

7.08 An employee or a Steward shall be entitled to view the employee's discipline record upon providing Human Resources with one (1) week's written notice. Such discipline record will be made available at a Step 1 grievance meeting to deal with the employee's discipline or discharge. A member of management must be present during the viewing of the employee's discipline record. **(2020)**

7.09 The Employer shall provide the Union Office and the Union Stewards with:

- (a)** a list of employees in the bargaining unit ranked according to seniority and job classification, every three (3) months;
- (b)** notification in writing as soon as is reasonably possible of: discharges, suspensions,

lay-offs, recalls, any written discipline, workplace lost time injuries and resignations, all pertaining to seniority employees.

7.10 A copy of Employer bulletin board notices pertaining to employees in the bargaining unit will be placed in the Chief Steward's notice slot or box which shall be accessible during business hours to the Chief Steward or alternate Chief Steward. The Chief Steward or alternate Chief Steward shall sign for receipt of same.

7.11 Notwithstanding Articles 8.05 and 8.06, where employees have been laid off from the plant, one Steward shall remain in employment provided the Steward that remains has the skill and ability to perform the available work. This Steward shall be deployed where the Employer in its discretion considers appropriate.

ARTICLE 8 - SENIORITY

8.01 (a) Seniority is defined as the employee's length of continuous service with the Company, from his or her most recent date of hire into the bargaining unit.

(b) An employee is a probationary employee for the first three (3) months of continuous employment with the Company. Upon completion of the probationary period, the employee's seniority shall be made retroactive to the employee's most recent date of hire.

8.02 Where two (2) or more employees are hired on the same day their seniority shall be ranked by employee numbers assigned at the time of hire; the lowest number shall be deemed to represent the highest seniority.

8.03 An up-to-date seniority list will be posted once every three (3) months in a central location. Copies of the list will be made available to the Union.

8.04 An employee shall lose his seniority and his employment, and his name shall be

removed from the seniority list for any of the following reasons:

- (a) when an employee terminates his employment and does not rescind such resignation/termination within two (2) working days;
- (b) if an employee is discharged and such discharge is not reversed;
- (c) if the employee is laid off for a period equal to his seniority or for twelve (12) consecutive months, whichever is the lesser;
- (d) if an employee who is recalled to work after lay-off fails to notify the Employer within three (3) working days of being advised of recall that he accepts the recall or fails to return to work within five (5) working days of such recall. Recall shall be effected by telephone or by notice of recall sent by Registered Mail, delivery or courier to the last address that the Company has in its files for the employee;
- (e) if an employee is absent from his duties for three (3) consecutive scheduled working days without permission. This Article shall not be interpreted as permitting unauthorized absence of any duration;
- (f) if the employee overstays a permitted leave of absence or vacation without securing extension of such leave of absence or vacation, in writing, from Human Resources;
- (g) if the employee is absent from work for more than twenty-four (24) months due to accident or illness. This Article 8.04(g) is subject to the *Human Rights Code*;
- (h) if an employee calls, counsels, procures or encourages conduct contrary to Article 4.01;
- (i) if an employee utilizes a leave of absence for something other than for which the leave was granted. **(2020)**

8.05 In the case of a planned layoff the Employer will give the employees affected by

such layoff three (3) working days notice thereof. The term "*planned layoff*" as used herein is deemed to be a layoff where the Employer knows of the layoff sufficiently in advance to be able to give the three (3) working days notice. If the Employer cannot give three (3) working days notice, as much notice as is possible will be given and, subject to Article 14.01, in no case shall the notice be less than the balance of the shift.

8.06 Lay-off is defined as a reduction in the workforce in a department. When it is necessary to lay off employees, the following procedure will be followed:

- a) Probationary employees in the affected classification and department will be laid off from the plant; then,
- b) Seniority employees in the affected classification and department will be laid off in inverse order of seniority.

8.06.1 Despite article 8.06(b), if an employee in the Final Assembly Department who is classified as a Stitcher I or Stitcher II is affected by a layoff, that employee shall bump a Stitcher in the Final Assembly Department with less seniority, then a Packer in the Final Assembly Department with less seniority. At its sole discretion, the Company may return an employee who bumps under article 8.06.1 back to the Stitcher I or Stitcher II classification in the Final Assembly Department when stitching work becomes available.

8.07 When work becomes available, employees will be recalled as follows:

- a) Employees who have previously worked in the department and classification will be recalled first in order of seniority; then
- b) If the available work is in a classification or department other than that from which the employees were laid off, employees will be recalled in order of seniority provided the senior employees have the required skill, ability, qualifications and experience to

fulfil the requirements of the job without any training or familiarization. Should the employee be recalled to a different classification or department from which he was originally laid off, he shall be transferred back to his original job if sufficient work is resumed within twelve (12) months of his recall.

ARTICLE 9 - SAFETY AND HEALTH

9.01 The Employer and the Union agree that they will co-operate in the prevention of accidents and in the promotion of the safety and health of employees, and in this endeavour it is recognized that the employees may bring any problems in these areas to the attention of Management. If not resolved by Management, then the problem should be brought to the attention of the Union and/or the Health and Safety Committee.

9.02 The parties hereto agree that there will be a minimum of four (4) but not more than six (6) members of the Joint Health and Safety Committee, half of whom shall be elected or appointed by the Union as Health and Safety Representatives of the employees in the bargaining unit, and half of whom shall be appointed by the Company. One (1) Union member of the Joint Health and Safety Committee and one (1) Employer member of the Joint Health and Safety Committee shall be "*core certified*". **(2020)**

9.03 The Employer will provide employees with the following safety wear as required on the job:

- Gloves - Warehouse, Moulding, Mechanics, Packing
- Dust masks - Mechanics, Warehouse, Sewing, Lining
- Protective eyewear - Mechanics, Grinding
- Safety footwear - subject to Article 9.04 - Warehouse, Floor, Mechanics, Moulders, Electricians
- Respirators - when applying striping ink

Where the foregoing safety equipment is required and provided by the Company or, in the case of safety footwear, contributed to by the Company, employees must wear such safety equipment. Furthermore, an employee requesting new equipment must turn in the old equipment.

9.04 The Employer agrees to provide one (1) free pair of Baffin C.S.A. approved safety footwear provided such footwear is obtained through Baffin's head office. If an additional pair of boots is required due to being worn out or destroyed in the performance of work during the same year, the old boots must be turned in, and the replacement authorized by Management. **(2023)**

If the employee wishes to purchase a C.S.A. brand of footwear other than Baffin, the Company will reimburse the employee in the amount of eighty dollars (\$80.00) provided the employee furnishes the Company with a receipt. **(2023)**

9.05 The Employer will issue maintenance employees and lead hands in the moulding department with five sets of coveralls. The employer will pay the cost of laundering these items. All coveralls must be returned when employment ends.

9.06 Raincoats and winter jackets (parkas) in proper condition will be made available when an employee is required to work outside in the rain or in the wintertime.

9.07 Should an employee be sent home or sent for treatment as a result of an accident covered by the *Workplace Safety and Insurance Act*, the employee shall be paid for the remainder of his or her normal shift of work on the day of the accident, by the Employer at the rate of pay lost.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 It is the desire of the parties hereto that complaints and grievances shall be resolved as quickly as possible. The grievance procedures herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedures hereinafter set forth shall serve as and constitute the sole means utilized by the grievor and the Union for the prompt disposition of their grievances. "*Grievance*" means a complaint or claim concerning the discipline or discharge of an employee contrary to the provisions of Article 15.01 or a dispute with respect to the interpretation, application, administration or alleged violation of this Agreement.

10.02 No employee shall have a grievance until he has raised his complaint with his immediate supervisor. The immediate supervisor will respond to the employee within two (2) working days of such discussion.

STEP NO. 1

If the immediate supervisor's response does not settle the matter to the employee's satisfaction, the employee must submit his grievance in writing to Human Resources within seven (7) working days from the date upon which the circumstances giving rise to the grievance occurred. If the employee is not aware of such circumstances upon the date they occur, the seven (7) working days referred to shall mean "*within seven (7) working days from the date the grievor knew or ought reasonably to have known of such circumstances*". Human Resources shall reply to the grievance within five (5) working days of the date of the submission of the grievance at Step No. 1.

STEP NO. 2

If the grievance is not settled at Step No. 1, a meeting of the National Representative of the union along with the grieving employee and the grievor's steward and management will take place within ten (10) working days of the grievance being submitted to Human Resources, unless mutually agreed otherwise. The company shall render a decision within five (5) working days of such meeting.

Decisions of the Employer will be faxed to the union office.

10.03 In the event the grievance is not settled at Step No. 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within fifteen (15) working days from the delivery date upon which the decision at Step No. 2 was faxed to the Union but not thereafter.

10.04 "*Working days*" wherever used in this Agreement is deemed to exclude Saturdays, Sundays and paid holidays.

10.05 Group Grievance

Where more than one (1) employee has exactly the same grievance arising out of exactly the same set of facts or circumstances which occurred at the same time, a group grievance shall be filed by having all grievors sign a written grievance at Step No. 2. However, if requested by the Employer, only one (1) of such grievors shall be present at the grievance meetings. Such group grievance shall then be processed within the framework of the Grievance Procedure.

10.06 Policy Grievance or Employer Grievance

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing within ten (10) days from the time the

circumstances upon which the grievance is based occurred. If the Union or the Employer, as the case may be, is not aware of such circumstances upon the date they occurred, the ten (10) working days referred to shall mean within ten (10) working days from the date the Union or the Company, as the case may be, knew or ought reasonably to have known of such circumstances. A meeting between the Employer and the Union shall be held within ten (10) days of the presentation of the written grievance or at such other time as is mutually agreed between the Union Representative and Management and shall commence at Step 2 - Article 10.02 hereof. The Employer or the Union, as the case may be, shall give its written decision within ten (10) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance shall be submitted to arbitration within fifteen (15) working days of the faxing of such written decision to the other party and the arbitration sections of this Agreement shall be followed.

A policy grievance is defined as and limited to one which alleges a general misinterpretation or general violation of the provisions of this Agreement and the provisions of this Article 10 shall not be used by the Union to institute as a policy grievance a grievance which because of its nature and scope directly affects an employee or employees and which such employee or employees should themselves have instituted.

ARTICLE 11 - ARBITRATION

11.01 In the event the grievance is not settled at Step No. 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within fifteen (15) working days from the date upon which the decision at Step No. 2 was faxed to the Union but not thereafter. The notice to arbitrate shall set out the

nature of the grievance, the section or sections of the Collective Agreement claimed violated and the remedy sought. If a request for arbitration is not so given within such fifteen (15) working day period, the decision at Step No. 2 shall be final and binding upon both parties to this Agreement, and upon any employee involved. A sole arbitrator shall be selected from among the following panel:

Gordon Luborsky
Jane Devlin
Russell Goodfellow
Brian Keller
Marilyn Nairn

(Alternates: Chris Albertsyn and Earl Palmer in the event any of the others can no longer act.)

The party giving notice to arbitrate shall indicate in writing two (2) of the arbitrators who are not acceptable as arbitrator in the particular matter. The party receiving the notice to arbitrate shall indicate in writing two (2) of the remaining three (3) arbitrators who are not acceptable for the particular matter. The remaining arbitrator shall be the arbitrator in the current case.

11.02 Each party hereto shall bear its own costs of and incidental to any such arbitration proceeding. The fees and charges of the arbitrator shall be borne equally by the two parties hereto. Either party has the right to require the attendance of the grievor at the arbitration hearing.

11.03 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to add to, alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to him or her by the notice to arbitrate.

11.04 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee or employees affected by it.

11.05 Where there is mutual agreement between the Union and the Employer, the services of a mutually acceptable private mediation service may be employed in advance of arbitration, to attempt settlement of grievances which failed to be resolved through the grievance process. The cost relating to such private mediator shall be borne equally between the parties.

11.06 The arbitrator shall have no authority to award monetary damages for the period prior to a Union policy grievance being filed.

11.07 No matter may be submitted to arbitration which has not been referred to arbitration within the fifteen (15) working days set out in Articles 10.06 and 11.01 for referral to arbitration. The time limits and other procedural requirements of the arbitration process are deemed to be mandatory and not merely directory, therefore, any grievance not referred to arbitration within the fifteen (15) working days as set forth above shall be deemed to be null and void. Such time limits may be extended only by mutual agreement of both parties in writing. The provisions of Section 48(16) of the *Labour Relations Act* as amended shall not apply to arbitration but only to the Grievance Procedure.

ARTICLE 12 - PERMANENT JOB VACANCIES

12.01 The Employer agrees to advertise job vacancies as defined herein and which it wishes to fill, above Labour Grade 2, for five (5) working days.

The term "*job vacancy*" or "*job vacancies*" as used in this Article 12.01 means:

- (i)** a vacancy which is expected to last ninety (90) continuous days or more, and
- (ii)** which arises after all laid off seniority employees have been recalled and have been returned to their classification and department, and
- (iii)** is not as a result of a disability of any kind or leave of absence of any kind.

During the posting period the Employer may temporarily fill the job as it deems proper. The job posting shall indicate the qualifications required, the Labour Grade or rate of pay, shift (if applicable) and a brief outline of duties. In order to be eligible to apply, a seniority employee must have the skill, ability, and qualifications required to learn and perform the work of the position. Selection will be based on the following factors:

- (a)** skill, ability and qualifications to learn and perform the work;
- (b)** seniority.

Where the factors in (a) are relatively equal in the judgment of the Company, seniority shall govern.

A seniority employee interested in the job vacancy must make application to the Human Resources Department within the posting period. A successful job applicant shall be ineligible to bid for another job vacancy for a period of twelve (12) calendar months from the date upon which such employee is placed in the new job, unless the Company consents.

Nothing contained herein shall be interpreted as requiring the Company to fill any vacancy. If there are no qualified or suitable applicants, the Company may fill the vacancy by hiring a new employee. Job posting provided for herein shall apply only in respect of the original vacancy and the vacancy which results from the filling of the original vacancy but need not apply to any subsequent vacancies.

12.02 Where an employee is transferred or promoted under 12.01, he or she shall be given an orientation to and necessary instruction on the performance of the job. If such employee subsequently cannot, within seven (7) calendar days, perform the job, the employee shall be returned to his former position. During this time period, any hire or transfer to a vacancy created by the transfer or promotion shall be deemed to be a temporary transfer.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 "*Leave of absence*" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. Except as modified in this Article, all requests for a leave of absence shall be made by the employee to his supervisor in writing and the letter shall indicate in full the reason for requesting the leave of absence and the length of the leave requested. Any leave of absence granted shall be in writing covering a specified period of time. The granting or withholding of a leave of absence shall be in the sole discretion of the Company, whether reasonable or not, and shall be without pay or any other form of compensation and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

13.02 **Bereavement Leave**

In the event of the death of a current spouse, child, parent or parent-in-law, brother, sister, grandchild, or grandparent, a seniority employee will be granted three (3) working days off with pay.

In the event of the death of a current in-law, a seniority employee will be granted one (1) working day off with pay.

If an employee is bereaved during a paid holiday or scheduled vacation, the employee shall take his/her bereavement leave immediately after the holiday or vacation. However, an employee that is bereaved while on a leave of absence will not be entitled to any bereavement leave or pay.

In order to qualify for the foregoing bereavement pay, the employee must notify the Human Resources Department promptly and provide satisfactory proof of the death of such relative where required.

Upon request, an employee may receive, at the Company's discretion, an additional unpaid leave of absence or paid vacation time as necessary to extend a bereavement leave.

13.03 Jury Duty and Crown Witness Pay

The Company will make up the difference between the amount of straight time earnings a seniority employee would have received for his regular shift and the Jury Duty pay or Crown Witness pay which the employee receives, provided the employee reports back to work if excused early or excused for an entire day. Proof of attendance and payment is required. "*Jury Duty pay or Crown Witness pay*" does not include monies allocated and paid as a travel allowance in accordance with the rules of court.

13.04 An employee who, because of illness or injury, whether work related or not, requires absence from work, will be required to provide the Company with satisfactory substantiation with respect to such disability and absence.

Depending upon the circumstances, substantiation may range from a verbal explanation to a detailed medical report or reports. An isolated brief absence in the case of an employee with a good attendance record will require less substantiation than:

- (a) an absence of three (3) days or more;
- (b) an extended absence;
- (c) frequent/repetitive one (1) or two (2) day absences; or
- (d) when there is reasonable doubt as to the bona fides of the disability or the necessity of continued absence from work.

In cases such as those in (a), (b), (c) and (d) above, the Company can require the employee to furnish a medical report containing sufficient medical information with respect to the medical restrictions flowing from such illness or injury so that the Company can make an assessment.

If the Company is not satisfied with information furnished by the employee's physician, the Company has the right to appoint a physician to examine the employee, in which case, the employee shall attend and cooperate in such examination. The Company has the right to appoint a specialist to examine the employee.

Where the Company is requiring a detailed medical report, either from the employee's physician or a Company appointed physician, the Company shall provide a description of the activities and physical requirements of any regular or modified duties the Company has or is prepared to make available for the employee.

The employee shall sign a consent and direction, in a form agreed to by the Company and the Union, to his or her physician or to the Company's physician to provide the Company with the medical information required.

The employee will be responsible for paying for a doctor's note. The Company shall be responsible for paying for a detailed medical report.

13.05 Union Leave

The Employer agrees to provide unpaid leave of up to one (1) year without loss of seniority and without health benefits to employees who are hired by the Union.

13.05.1 Paid Education Leave

The Employer agrees to pay into a special fund an amount of \$2,500 per year paid in four equal quarterly installments for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payments will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification.

Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, ON
M2H 3H9

The Employer will endeavour to approve Education Leave for the members of the bargaining unit at the request of the Union as is the present practice for granting vacation requests. Needs of the business will take priority when granting said Paid Education Leave.

Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection and at least two weeks' notice of such selection prior to the commencement of the leave. No single leave shall exceed one week. Employees on PEL leave of absence will continue to accrue seniority and service. It is understood that the word "Paid" in the phrase "Paid Education Leave" refers to the fact that employees on PEL will be compensated by the Union, not that the Employer shall be required to compensate employees during such leave.

13.06 Pregnancy and parental leave shall be in accordance with the *Employment Standards Act* as amended from time to time.

13.07 Sick leave shall be in accordance with the *Employment Standards Act* as amended from time to time. **(2020)**

13.08 Effective on ratification, eligible employees who have passed their three (3) month probationary period shall be paid up to four (4) working days of such leave per calendar year ("Sick Leave Pay"), subject to the following: **(2026)**

- (a)** Any unused entitlement to sick leave shall be deemed forfeit at the end of each calendar year and shall not be banked or paid out.
- (b)** Sick leave may be taken and will be paid only in whole day segments, but employees shall not receive both Sick Leave Pay and wages for hours worked over the same period.

For example, an employee who goes home sick after working two (2) hours of an eight (8) hour shift, shall be paid wages for the two (2) hours actually worked, plus (if entitled) six (6) hours Sick Leave Pay, and that employee shall be deemed to have used one full sick leave.

ARTICLE 14 - REPORTING PAY

14.01 An employee who properly reports for work at the beginning of his scheduled shift, unless he has been notified not to report, will receive work for those scheduled hours at his applicable straight time hourly rate, or shall be paid at his applicable straight time hourly rate for those hours worked and shall be paid his applicable straight time hourly rate in lieu of work hours not provided, both inclusive of shift premium where applicable, but exclusive of all other premiums. The provisions hereof shall not apply when the employee is prevented from working because of labour dispute, machinery, equipment, power or

other utility breakdown, fire, flood or any other cause beyond the Employer's control.

ARTICLE 15 - DISCIPLINARY ACTION

15.01 The Company has the right to discipline and discharge employees in accordance with the following:

- (a)** in the case of a seniority employee, for just cause;
- (b)** in the case of a probationary employee, for any reason satisfactory to the Company provided it is not done in bad faith. When it is alleged that an employee has been disciplined or discharged in bad faith, the Union shall provide full details of the bad faith being alleged.

15.02 When the Employer intends to discipline (other than in the case of a verbal warning) or discharge a seniority employee, the Employer shall advise the employee's Steward of the pending discipline or discharge and the Steward shall be present during the discipline or discharge meeting. If no discharge meeting takes place, a copy of the discharge correspondence will be given to the employee's area Steward.

Notwithstanding the foregoing, in the conduct of an investigation into an incident which may lead to discipline or discharge, including interviews of employees, the Employer has the right to conduct such investigation without the presence of the Steward and employees shall co-operate in such investigation and provide truthful information.

15.03 When a seniority employee is to be suspended or discharged and the circumstances permit, the employee shall be allowed to meet with his Steward for a reasonable period of time, not to exceed twenty (20) minutes, at a time convenient to the Employer before the employee leaves the Employer's premises.

15.04 A claim by a seniority employee that he has been unjustly suspended or discharged shall be treated as a grievance beginning at Step No. 2 provided such grievance is lodged with the Employer no later than five (5) working days following the time the written suspension or discharge is given to the employee.

15.05 The Company will remove any disciplinary notation against an employee's record after an elapsed time of twelve (12) months, with the exception of absenteeism which is within the current 12-month period. **(2023)**

ARTICLE 16 - HOURS OF WORK/OVERTIME

16.01 It is understood that the provisions of this Article 16 shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

16.02 All Departments and Classifications

The normal schedule consists of eight and one-half (8½) hours inclusive of two (2) thirty (30) minute breaks, thirty (30) minutes of which is paid and thirty (30) minutes of which is unpaid. **(2026)**

A ten (10) minute break will be provided to Baffin employees after the completion of container destuffing. **(2026)**

During the summer months, if the heat reaches 36 degrees, employees have the option to go home without pay. **(2026)**

16.03 Overtime at the rate of time and one-half (1½) the employee's straight time hourly rate of pay exclusive of premiums will be paid for each hour worked in excess of forty (40) hours worked in the week.

16.04 **Call-Back**

An employee who has completed his regular shift and left the Employer's premises and who is called back to perform work shall be entitled to be paid a minimum of four (4) hours' pay at his straight time hourly rate or, if overtime is applicable, at the applicable overtime rate for the actual number of hours worked, whichever is greater.

16.05 In the event an employee is required to work more than two (2) consecutive hours immediately after and continuous with the completion of his normal shift in a day, without having been notified the day before, the Employer will pay the employee a meal allowance of five dollars (\$5.00) to be paid in cash or will provide a meal of equal value. A second meal or allowance will be provided when such additional work exceeds six (6) consecutive hours.

16.06 **(a)** When overtime is required during the regular work week, it will be allocated in accordance with seniority among employees in the classification, shift and department who are at work.

(b) When overtime is required on a Saturday or Sunday, it will be equitably allocated in accordance with seniority among employees in the classification and department. The Company will attempt to provide reasonable notice of such overtime. It is understood that any valid claim of inequitable distribution of weekend overtime shall result only in an employee's entitlement to the next opportunity to perform comparable weekend overtime in his classification and department.

16.07 In administering Article 16.06, overtime will first be given in order of seniority.

16.08 It is recognized that the Employer will from time to time require overtime work in order to meet its obligations to its customers. When overtime is required, the Employer will

attempt to have such overtime performed on a voluntary basis. If the Employer is unable to secure sufficient volunteers pursuant to Article 16.06, the Employer has the right to assign such overtime to employees, pursuant to Article 16.06, in inverse order of seniority.

16.09 In no case will there be a duplication or pyramiding of overtime with other overtime or with any other premium compensation.

16.10 No employee shall be requested nor required to take time off in lieu of overtime payment for work performed.

16.11 In the event an employee is requested or required to work during his scheduled meal break, the employee will be given such break as soon as reasonably possible thereafter.

16.12 It is agreed that "person-to-person" exchange of shifts may be arranged between employees at no cost to the Employer provided that the Employer approves such arrangement in advance.

ARTICLE 17 - WAGES

- 17.01**
- (a) Effective the first pay period after **April 1, 2026**, rates of pay shall be as set out in Appendix "A".
 - (b) Effective the first pay period after **April 1, 2027**, rates of pay shall be as set out in Appendix "B".
 - (c) Effective the first pay period after **April 1, 2028**, rates of pay shall be as set out in Appendix "C".

17.02 Pay will be calculated and paid weekly on Friday by direct deposit. A pay week is calculated starting at 00:01 a.m. Sunday extending to 11:59 p.m. the following Saturday and will be paid the following week.

17.03 Shift Premiums

A shift premium of forty cents (40¢) per hour will be paid for hours worked during the afternoon shift and a shift premium of sixty cents (60¢) per hour will be paid for hours worked during the night shift. The foregoing shift premiums will be paid only to employees who are actually scheduled to work on such shifts and shall not be paid to employees whose work on the previous shift continues into the next shift.

17.04 Temporary Transfers

An employee who is temporarily transferred to a different job classification shall be paid as follows:

- (a) If the transfer is for the convenience of the Employer, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay;
- (b) If the transfer is for the convenience of the employee and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate;
- (c) If the transfer is to a higher-rated classification and if the transfer lasts for one (1) full shift or more, the employee will receive the higher rate of pay.

17.05 New Classifications

Where the Employer creates a new bargaining unit job, the Employer will establish the rate of pay for such new job and will advise the Union of the requirements of the job and the rate of pay which the Employer establishes. On request, the Employer will meet with the Union at Step No. 2 of the Grievance Procedure within seven (7) days of receipt of written request from the Union or such other time as is mutually agreed to, in

order to discuss the rate of pay and advise the Union of the basis upon which the rate was arrived at. If the Union is not in agreement with the rate established by the Employer, or if the parties cannot agree upon a rate for the job, the Union shall have the right to refer the disputed rate to arbitration in accordance with the provisions of Article 11 hereof. The arbitrator, in determining the dispute, shall do so by rating the job and its pay in equitable relationship to the jobs and pay set out in Appendix "A" of this Collective Agreement.

17.06 Lead Hands

Appendices "A", "B", and "C" set out certain Lead Hand classifications. The Company has the right to establish, appoint, revoke the appointment of, or discontinue both:

- (a) Lead Hand classifications whose rate of pay will be established as in Appendices "A", "B", and "C" or in accordance with the provisions of Article 17.05,
- (b) Lead Hands, but not as a classification.

The establishment, appointment, revocation of or discontinuance of a Lead Hand or Lead Hands is not subject to Articles 8 and 12 of this Agreement. The parties agree that lead hands play a critical role in communicating management decisions and directives, and in directing employees and the production process. However, Lead Hands do not have the authority to discipline bargaining unit employees.

A person who is appointed to act as a Lead Hand under (b) hereof, i.e., "...not as a classification", will, while acting in such Lead Hand capacity, receive a premium of one dollar and fifty cents (\$1.50) per hour above his own rate.

ARTICLE 18 - CONTINUING EDUCATION

18.01 The Employer will provide employees with an Education Assistance Program whereby the Employer will reimburse the employee for one hundred percent (100%) of the cost of tuition and books required for a course which is related to the Employer's operation and is taken in a recognized educational institution, upon successful completion of the course, provided such course has been approved in advance, in writing, by the Employer and a receipt is provided by the employee. **(2020)**

18.02 Mandatory work-related training shall be paid for in full by the Employer, at the appropriate rate of pay, including lost wages as a result of attending courses, seminars or examinations.

ARTICLE 19 - PAID HOLIDAYS

19.01 The following shall be observed as paid holidays for eligible employees:

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

19.02 To be eligible for a Statutory Holiday an employee must satisfy the eligibility requirements for public holidays as prescribed by the *Employment Standards Act*.

19.03(a) Full-time employees that have worked at any time during the four (4) work weeks preceding the holiday shall be paid holiday pay of eight (8) hours' pay at the employee's regular straight-time hourly rate of pay exclusive of premiums.

19.03(b) Full-time employees that have not worked at any time during the four (4) work weeks preceding the holiday shall have their holiday pay calculated in accordance with the

provisions of the *Employment Standards Act*.

19.03(c) Part-time employees shall have their holiday pay calculated in accordance with the provisions of the *Employment Standards Act*.

19.04 An employee who is required to work on a paid holiday shall be paid at the rate of one and one-half (1½) times his regular straight time hourly rate of pay exclusive of premiums for each hour so worked, and if qualified shall, subject to Article 19.05, receive the holiday pay in addition.

19.05 Where the Employer and employee agree, an employee who is required to work on a paid holiday shall be provided with another working day off with pay, in lieu of receiving public holiday pay in accordance with Article 19.03. Such substitute day shall be taken within three (3) months of the public holiday.

ARTICLE 20 - VACATIONS

20.00 The vacation year shall be from January 1 to December 31. Vacation pay shall accrue during the current vacation year. Vacation pay that has already accrued during the vacation year as of the start of the employee's vacation shall be paid by direct deposit on the first payday of the employee's vacation. However, such vacation pay will be paid in advance of the employee's vacation, provided the employee provides the employer with two weeks' advance notice.

20.01 An employee will be entitled to vacation in accordance with the following schedule:

(a) An employee with less than one (1) year of seniority is entitled, after completion of three (3) months, to one (1) day, and in addition one (1) additional day per

completed month thereafter to a maximum of ten (10) days, with vacation pay calculated at four percent (4%) of his gross wages earned in the current vacation year.

- (b)** An employee with one (1) year of seniority but less than five (5) years is entitled to two (2) weeks of vacation, with vacation pay calculated at four percent (4%) of his gross wages earned in the current vacation year.
- (c)** An employee with five (5) years of seniority but less than twelve (12) years is entitled to three (3) weeks of vacation, with vacation pay calculated at six percent (6%) of his gross wages earned in the current vacation year.
- (d)** An employee with twelve (12) years of seniority but less than twenty (20) years is entitled to four (4) weeks of vacation, with vacation pay calculated at eight percent (8%) of his gross wages earned in the current vacation year.
- (e)** An employee with twenty (20) years or more of seniority is entitled to five (5) weeks of vacation, with vacation pay calculated at ten percent (10%) of his gross wages earned in the current vacation year.

20.02 (a) "Gross earnings" means all wages earned in the current vacation year including shift premium and overtime pay but excluding vacation pay paid in such year.

(b) Any vacation pay that remains outstanding at the end of the vacation year shall be paid by direct deposit on the period closest to June 30th after the vacation year.

20.03 (a) Vacation must be taken at such time or times as approved by the employee's Supervisor having regard to the need to maintain efficient operations.

(b) An employee shall submit his request for vacation in writing at least four (4) weeks prior to the date the employee wishes to commence vacation.

(c) If a number of employees from the same Department submit requests at the same time for the same vacation period or periods, the requests will be considered in order of seniority, subject to the need to maintain an efficient operation.

20.04 Two (2) weeks' vacation must be taken in the year for which it has been earned. Vacation earned in excess of two (2) weeks but not taken in the year for which it is earned may be carried over into the first quarter of the following calendar year, subject to the approval of the Operations Manager. Such excess vacation, if carried over and not taken by March 31 of the year following the year for which it has been earned, will be forfeited.

ARTICLE 21 - GROUP INSURANCE PLAN

21.01 Notwithstanding anything to the contrary contained in this Agreement, the benefits and plans of insurance hereinafter referred to are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence of and extent of benefits and conditions.

21.02 The Company's only obligation hereunder is to pay the portion of premiums contracted for but the Company shall not be considered to be an insurer with respect to any benefit or plan referred to herein. Only seniority employees who are actively at work are entitled to the benefits contained herein. An employee will be deemed to not be actively at work when he has been absent from work due to any reason, other than lay-off, for more than thirty (30) calendar days, or when he has been laid off.

21.03 The Company agrees to continue in effect a group insurance policy which shall either be the Canada Life Insurance Policy which is currently in effect or another company's insurance policy to provide insurance coverage as is currently provided by Canada Life in the Baffin Limited Group Benefit Plan. This plan will not provide coverage for Long-Term Disability. The employee's share of the premium cost shall be deducted from the employee's pay on the third pay of the month. The Company's share of premium costs shall be **80%** and the employees' share shall be **20%**. All increases to the premium cost of this coverage will be shared by the Company and the employee at the same ratio as in place at that time. **(2020)**

21.04 A covered employee who is absent from work and who wishes to continue to be covered shall place the Company in funds in the amount of one hundred percent (100%) of the premiums, in advance of the due date for payment of premiums. Failure to do so will result in loss of coverage. Continuance of coverage in accordance with this Article 21.04 shall be as follows:

- (i)** Absence for disability - for length of seniority to a maximum of two (2) years;
- (ii)** During a leave of absence;
- (iii)** During a lay-off, beginning the month following the month in which the lay-off commences.

21.05 A covered employee who does not wish to continue coverage during an absence will be reinstated to coverage effective the date of return to work.

ARTICLE 22 - CONTRACTING

22.01 The Company will give the Union two (2) weeks' notice of contracting out of any production work which is being produced in the plant at the time of such contracting out.

"Production work" does not include equipment installation or maintenance or the production of models or styles of product not being produced in the plant.

ARTICLE 23 – PART-TIME EMPLOYEES

23.01 The provisions of this collective agreement apply to part-time employees in the Plant Warehouse and the Distribution Centre, subject to the following variations:

- (a) Part-time employees will normally be scheduled twenty-four (24) hours or less a week.
- (b) Part-time employees will receive a paid ten (10) minute break within four (4) hours of work and a thirty (30) minute eating period (unpaid) after five (5) hours of work.
- (c) Part-time employees' seniority will be based on their hire date.
- (d) Part-time employees will not be eligible to participate in the company's group insurance plan.
- (e) Vacation pay for part-time employees will be calculated and paid out on each pay period.
- (f) Part-time employees will have their own classifications as established by the wage appendices to this collective agreement.
- (g) Layoffs will be administered as per the collective agreement Article 8.06.

ARTICLE 24 - DURATION

24.01 This Agreement shall become effective on the 1st day of April **2026** and shall remain in full force and effect and shall not be reopenable, save and except as otherwise herein expressly provided, until midnight, the 31st day of March, **2029**, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party

notifies the other party in writing as provided for in Article 24.02 hereof of its desire to negotiate amendments to this agreement.

24.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of March 2026, or during similar annual periods thereafter. If notice of desire to amend this agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.

FOR THE UNION:

Tim McKeenan

FOR THE COMPANY:

[Signature]

U. DiLueto

Wage Grid - Schedule "A"			
		Effective First Pay Period After April 1, 2026	
Labour Grade	Classification	Probation Rate	One Year Rate
1	Janitor General Labour	18.14	18.89
2	General Labour II	18.31	19.93
3	Packer Cutter Stitcher I	18.34	20.34
4	Moulder Material Handler I Part-time Material Handler I Stitcher II	19.09	21.51
5	Material Handler II	**	22.22
6	Shipper/Receiver	21.44	23.88
7	Lead Hand Moulding Lead Hand Production Lead Hand Distribution Inbound Inventory Lead	23.14	25.56
8	Maintenance A	28.77	31.23
9	Maintenance B	**	35.48
10	Maintenance C	**	38.71
11	Lead Hand Maintenance	**	40.38

Wage Grid - Schedule "B"			
		Effective First Pay Period After April 1, 2027	
Labour Grade	Classification	Probation Rate	One Year Rate
1	Janitor General Labour	18.51	19.27
2	General Labour II	18.68	20.33
3	Packer Cutter Stitcher I	18.71	20.75
4	Moulder Material Handler I Part-time Material Handler I Stitcher II	19.48	21.94
5	Material Handler II	**	22.67
6	Shipper/Receiver	21.87	24.36
7	Lead Hand Moulding Lead Hand Production Lead Hand Distribution Inbound Inventory Lead	23.61	26.08
8	Maintenance A	29.35	31.86
9	Maintenance B	**	36.19
10	Maintenance C	**	39.49
11	Lead Hand Maintenance	**	41.19

Wage Grid - Schedule "C"			
		Effective First Pay Period After April 1, 2028	
Labour Grade	Classification	Probation Rate	One Year Rate
1	Janitor General Labour	18.88	19.66
2	General Labour II	19.06	20.74
3	Packer Cutter Stitcher I	19.09	21.17
4	Moulder Material Handler I Part-time Material Handler I Stitcher II	19.87	22.38
5	Material Handler II	**	23.13
6	Shipper/Receiver	22.31	24.85
7	Lead Hand Moulding Lead Hand Production Lead Hand Distribution Inbound Inventory Lead	24.09	26.61
8	Maintenance A	29.94	32.50
9	Maintenance B	**	36.92
10	Maintenance C	**	40.28
11	Lead Hand Maintenance	**	42.02

LETTER OF UNDERSTANDING

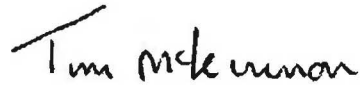
Re: Article 13.04

In Article 13.04 of the Collective Agreement, the parties have agreed that an employee shall be required to sign a consent and direction, in a form agreed to by the Company and Union, to his or her physician or to the Company's physician to provide the Company with required medical information. Attached to this letter is such a Consent and Direction, which the parties approve as to form and content.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



**Marvin Mimms
Baffin Limited**



**Tim McKinnon
UNIFOR**

CONSENT AND DIRECTION

To:

I, _____, authorize you to release to my Employer, Baffin Limited, in accordance with the attached request, medical information that relates to my fitness to work, which information shall be limited to:

- a diagnosis of any medical condition that relates to my fitness to work;
- whether I am fit to work without restrictions;
- whether I am fit to work with restrictions;
- detailed information about such restrictions;
- any accommodation which may be necessary or appropriate to enable me to return to work;
- my expected date of return to work, if known;
- my prognosis for recovery.


Date: _____ **Signature:** _____

LETTER OF UNDERSTANDING

Re: English Language Skills

The union and employer agree to jointly investigate the feasibility of assisting employees who are interested in improving their skills in reading and writing English.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



**Marvin Mimms
Baffin Limited**



**Tim McKinnon
UNIFOR**

LETTER OF UNDERSTANDING

Re: Contracting

1. The union agrees that the employer may continue to use temporary agency workers to insert liners, and that such workers will not be covered by the Collective Agreement.

2. The union also agrees that the employer may continue to use temporary agency workers in the warehouse when there are not enough employees in a warehouse classification available to perform the work. In such circumstances, the temporary agency workers will not be covered by the collective agreement.

3. Except for the circumstances detailed in paragraphs 1 and 2 above, the employer will not use temporary agency workers while bargaining unit employees are on layoff.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



**Marvin Mimms
Baffin Limited**



**Tim McKinnon
UNIFOR**

LETTER OF UNDERSTANDING

Re: Resignation Bonus

Employees that are on layoff and still have recall rights on the day of the collective agreement is ratified will be entitled to receive a special one-time resignation bonus. These employees will be entitled to receive fifty dollars (\$50.00) for each completed year of seniority they have accumulated with the employer in addition to any entitlements they may have to termination pay and severance pay under the *Employment Standards Act* ("ESA entitlements"). To receive this resignation bonus, an eligible employee must elect to receive his/her ESA entitlements and renounce his/her recall rights under the collective agreement. However, an employee will only be eligible to receive the resignation bonus if the employee elects to receive his/her ESA entitlements and renounce his/her recall rights after the employee has been laid off for thirty-five (35) weeks and before the layoff exceeds thirty-seven (37) weeks.

To be clear:

1. Only employees that are on layoff and still have recall rights on the date the collective agreement is ratified will be entitled to the resignation bonus.
2. Further, such an employee will only be entitled to receive the resignation bonus after the employee has been laid off for thirty-five (35) weeks and before the employee has been laid off the thirty-seven (37) weeks ("the open period").
3. To receive the resignation bonus, the eligible employee must also elect to receive his/her ESA entitlements and renounce his/her recall rights under the collective agreement during the open period.

4. The resignation bonus will be calculated by multiplying the employee's accumulated and completed years of seniority by \$50.00.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



Marvin Mimms
Baffin Limited



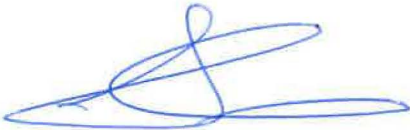
Tim McKinnon
UNIFOR

LETTER OF UNDERSTANDING

Re: Working Supervisors

The parties agree that the Maintenance Manager and the supervisors currently performing work also performed by members of the bargaining unit may continue to do so in accordance with the current practice. However, it is agreed that no individuals occupying other supervisory or managerial positions shall be permitted to perform work also performed by members of the bargaining unit, except to provide instruction, training, or in the case of unforeseen absences or emergencies.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



Marvin Mimms
Baffin Limited



Tim McKinnon
UNIFOR

LETTER OF UNDERSTANDING

Re: Dental Coverage

The employer agrees to amend the Group Benefit Plan so that the maximum dental coverage increases from \$1,000.00 per calendar year to \$1,500.00 per calendar year.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



**Marvin Mimms
Baffin Limited**



**Tim McKinnon
UNIFOR**

LETTER OF UNDERSTANDING

Re: Short-term Disability

The employer agrees to amend the Group Benefit Plan so that the maximum weekly earnings for short-term disability benefits increases from \$650.00 weekly to \$750.00 weekly.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



**Marvin Mimms
Baffin Limited**



**Tim McKinnon
UNIFOR**

LETTER OF UNDERSTANDING

Re: Healthcare Spending Account

The employer agrees to amend the Group Benefit Plan to add a two hundred and fifty dollars (\$250.00) per year healthcare spending account with no carry-over.

DATED AT HAMILTON, ONTARIO THIS 25th DAY OF March, 2026.



**Marvin Mimms
Baffin Limited**



**Tim McKinnon
UNIFOR**