

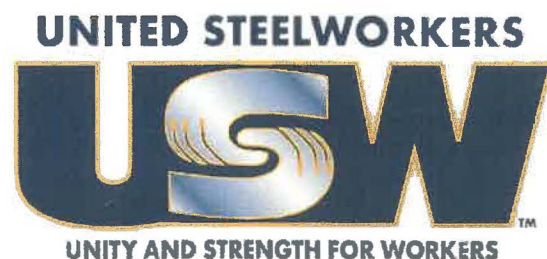
**COLLECTIVE AGREEMENT
MARCH 23RD, 2024
THRU
MARCH 22ND, 2027**

BETWEEN

**VOYANT BEAUTY INC.
REXDALE PLANT LOCATED IN ETOBICOKE, ONTARIO
CANADA**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
USW LOCAL 9560**



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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Company and the Union with respect to the bargaining unit as defined herein, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the Company business.
- 1.02 The Union and the Company agree that this Agreement constitutes the entire Agreement between the parties. It is understood that any practice by the Company does not create any obligations on the Company in addition to those contained in this Agreement.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of Voyant Beauty in the City of Toronto, save and except supervisors and persons above the rank of supervisor, office, clerical, sales, chemists and technical staff.
- 2.02 Employees of the Company who are not members of the bargaining unit shall not perform bargaining unit work except for the purposes of instruction, experimentation, emergency or when bargaining unit employees are not available, or as otherwise permitted in this Agreement.
- 2.03 Should any of the present operations be moved due to a closure of the plant to a location(s) within the Province of Ontario, this Agreement shall be extended to cover such location(s).
- 2.04 The Company shall not contract out work normally performed by employees in the bargaining unit if the effect of such contracting out would result in the layoff of any employee in the bargaining unit or the reduction of regular (non-overtime) scheduled work.

ARTICLE 3 – RELATIONSHIP

- 3.01 (a) The Company, the Union and the employees agree that every employee is entitled to a respectful workplace which is free from discrimination and harassment as defined in the Ontario Human Rights Code. R.S.O. 1990, C.H. 19
- The Company, the Employees and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability in accordance with provisions of the Human Rights Code.
- (b) The Company and the Union agree that there will be no influence, discrimination, restraints or coercion exercised or practiced by it or any of its representatives with respect to any employee because of the employee's membership in or activity in the Union.
- (c) The Company, the Union and the employees shall co-operate in maintaining a working environment which is free from sexual and racial harassment.
- (i) "Harassment" is defined by legislation and includes the following:

- (a) Unwanted sexual attention or remarks of a persistent or abusive nature made by a person who knows or ought reasonably to have known that such attention is unwanted, particularly where the person who is the object of the attention has said it is unwanted.
 - (b) Implied or expressed promise or reward for complying with a sexually oriented request.
 - (c) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request.
 - (d) The Company, the Union and the Employees agree that they will at all times operate within the spirit of mutual respect for each other as parties and as individuals. They further agree to abide by Company policies and rules regarding intoxication, substance abuse and a harassment and violence free workplace.
- (ii) "Racial Harassment" is defined by legislation and shall include in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome which disrespects an employee because of their race, colour, creed, ancestry, place of origin or ethnic origin.
- 3.02 On the date of hire or orientation, the Company shall introduce each new employee, or group of new employees, to the Union Steward and the Local Union President, who shall be allowed a thirty (30) minute Union orientation period with the new employee in a suitable location on Company premises during the work day.
- 3.03 (a) Neither the Union, nor any of its members, will engage in Union activities during working hours or hold meetings at any time on the premises of the Company without permission of the Company.
- (b) The Company agrees to compensate the hours required for grievance meetings when they are scheduled outside of regular working hours.
- 3.04 Labour/Management Committee
- Unless otherwise agreed, Labour/Management Committee meetings will be held once a month for the purpose of discussing issues relating to the workplace which may affect the parties or bargaining unit employees. The Committee will be comprised of up to four (4) representatives from the Company and up to four (4) representatives from the bargaining unit as selected by the Union which will include the Local Union President. The Staff Representative of the Union may attend if requested by either party.
- 3.05 (a) The company and the union agree that any amendment to the existing Collective agreement, including any increases in pay to any classification must be done through International Staff Representative and Local President in writing and via signing a Letter of Understanding during length of this collective agreement.
- (b) Further, the parties agree to hold any meeting for amendments to this collective agreement, and such meeting will consist of an equal quorum for both parties but a minimum of 3 members

ARTICLE 4 – MANAGEMENT RIGHTS

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

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, or suspend employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, alter and enforce, from time to time, reasonable rules and regulations governing its employees; and
- (d) generally, to manage the business in which the Company is engaged and without restricting the generality of the foregoing to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of

productions, the number of employees to be employed, the hours of work, the extension, limitations, curtailment or cessation of operations or any part thereof. Further, the Union acknowledges and agrees it is the exclusive right of the Company to determine and exercise all other functions and prerogatives which shall remain solely with the Company, subject to the express provisions of the Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Company agrees that during the life of this Agreement, it shall not cause or direct any lockouts of employees and the Union agrees that it shall not cause or direct any strikes of its' members. The term "strike" or "lockout" shall have the same meaning as in the Ontario Labour Relations Act.

ARTICLE 6 - UNION SECURITY

6.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto ON M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the

appropriate backup documentation and the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

- 6.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in Article 6.02 in such form as shall be directed by the Union to the Company.
- 6.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 6.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize the Local Union President and Vice-President as well as eight (8) Union Stewards, one of whom shall be the Chief Steward. There shall be one (1) Union Steward for the Continental Shift employees, one (1) Union Steward for the Warehouse Employees and three (3) Union Stewards (one (1) on each shift) at both Bethridge Rd. and the Rexdale North locations.
- 7.03 The Company shall be notified by the Union of the names of the Local Union President and Vice-President as well as the Union Stewards and the areas and shifts they are representing and any changes made thereto.
- 7.04 (a) The Union acknowledges that Union Representatives (Local President, Vice-President, and Stewards) have their regular duties to perform on behalf of the Company. As such, Union Representatives shall first receive permission from their supervisor (which shall not be unreasonably withheld) before leaving their work areas/stations for the purpose of handling complaints or grievances.
- (b) The Company understands and agrees that the Local President will be allowed 2 (two) working days a month to deal with all union matters with full pay of original classification and no loss of seniority.
- 7.05 The Company agrees that the Union Representatives shall not suffer loss of pay for reasonable time spent in the handling of grievances.
- 7.06 If an authorized representative of the Union, who is not employed by the Company, has a need to speak to Local Union Representatives about a grievance or other business concerning the administration of the Agreement, they shall provide Human Resources

Manager, or their designated representative, with twenty-four (24) hours' notice prior to the proposed date of the visit. Approval will not be unreasonably withheld by the Company.

7.07 The Company agrees to supply a Union office in the plant. The location will be governed by availability. Furnishings in the office will include a desk, chair, locking file cabinet, internet and phone, including voice mail service.

(a) The company agrees to provide the union with a locking file cabinet for storage at the 13 Bethridge Rd building.

ARTICLE 8 – NEGOTIATING COMMITTEE

8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than six (6) employees, plus the Local Union President, who shall be regular employees of the Company, along with representatives of the International Union. The six (6) elected members of the committee must not exceed two (2) from the same job classification.

8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

8.03 The Company agrees and will allow elected members of the Negotiating Committee 5 days with regular pay for meeting with members of Management for the purpose of renewing the Collective agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

9.02 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor and the Union first became aware, or ought reasonably should have become aware, of the alleged violation of the Agreement.

9.03 It is generally understood that an employee has no complaint or grievance until the employee, either directly or through the Union, has first given their immediate supervisor an opportunity to adjust the complaint.

9.04 If, after registering the complaint with the supervisor and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

Step One

A grievance shall be submitted in writing to the Supervisor who shall, within five (5) working days hold a meeting between the Union Steward and Chief Steward and the appropriate representative of the Company, in an attempt to resolve the grievance. The

grievor may be present at this meeting if requested by either Party. The Supervisor shall, within a further five (5) working days, give their decision in writing to the Union

Step Two

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the Human Resources Manager who shall within five (5) working days, hold a meeting between the Filling Union Steward, Local Union President and the Chief Steward, and Local Grievance Committee Chair and the appropriate representatives of the Company, in a final attempt to resolve the grievance. The Staff Representative of the Union and the Grievor shall be present at this meeting, if requested by either Party. The Human Resources Manager shall, within a further five (5) working days, give their decision, in writing, to the Union and provide a copy via email.

9.05 If the grievance remains unresolved after Step Two either party may refer the grievance, in writing, to Arbitration, as provided in Article 11, at any time within thirty (30) calendar days after the decision is received under Step Two.

9.06 Group Grievances

When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a Group Grievance and presented to the Company beginning at Step Two of the Grievance Procedure.

9.07 Policy Grievances

The Union or the Company shall have the right to initiate a Policy or a Grievance of a general nature, beginning at Step Two of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.

9.08 The time limits provided in this Article may be extended by mutual agreement between the Parties in writing.

9.09 The company agrees to allow all employees to have a union representative present in any meeting initiated by management. The union member has the right to decline such representation by signing a form. The company agrees to provide the union with the signed form declining representation within 1 (one) week.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee who has acquired seniority that they have been suspended or discharged without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance Procedure within ten (10) working days after the employee receives notice of suspension or discharge.

10.02 Unless impractical in the circumstances, an employee who has been discharged without notice, shall have the right to meet with a Union Steward, for a reasonable period of time, before leaving the Company premises.

10.03 The Union shall be provided with a copy of any disciplinary notice which is intended to form part of an employee's employment record.

10.04 A verbal or written warning shall not be relied on by the Company after twelve (12) months from its effective date, and a suspension shall not be relied on by the Company

after eighteen (18) months from its effective date if there are no other instances of discipline within such periods of time.

(a) The Employer agrees that discipline shall be given within a fourteen (14) day period following the incident attracting the discipline except in circumstances where the employee or key witnesses are not available, in which case the fourteen (14) day period shall be extended accordingly unilaterally by the company and the union shall be notified in writing of the decision. This provision will exclude any attendance-related disciplines.

(b) The Employer will issue all or any discipline to the employees in the presence of the Union. This may be Union Stewards, the Local President, the Vice President, or the Chief Steward.

10.05 The company will provide a copy of all disciplinary notices to the Union representative present at the meeting and agrees to provide a copy via email.

ARTICLE 11 - ARBITRATION

11.01 When either Party to this Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other Party to this Agreement.

11.02 In the event the grievance is not settled at Step Two, the party having carriage of the grievance may request mediation, by mutual agreement of the parties, or arbitration of the grievance by giving notice in writing to the other party within thirty (30) calendar days from delivery of the decision at Step Two. The notice to arbitrate shall contain the name of three (3) arbitrators. The party receiving the notice may select an arbitrator from the list or propose to the other party a list of three (3) arbitrators for the other party to select an arbitrator. If the parties are unable to agree to an arbitrator, then either party can request the Minister of Labour to appoint an arbitrator.

11.03 The decision of the Arbitrator shall be final and binding upon the parties and upon any employee(s) affected by it.

11.04 The Arbitrator shall not be authorized to make any decision inconsistent with provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.,

11.05 Each party shall bear its own costs of any incidental to any such mediation or arbitration proceedings. The fees and charges of the Arbitrator shall be borne equally by the parties.

ARTICLE 12 - SENIORITY

12.01 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Company at the location as identified in Article 2.01 and, except as specifically provided otherwise in this Agreement, shall be on a bargaining unit-wide basis.

(a) In the event two (2) or more employees are hired on the same date, seniority will be established based on the alphabetical order of the employees' surnames. If the surnames and hire dates are the same, the seniority will be established based on alphabetical order of employees' first name.

12.02 Probationary Employee

An employee will be considered probationary for the first sixty (60) working days and will have no seniority rights during that period, and their employment may be terminated at any time during such probationary period. After an employee has completed the probationary period they shall acquire seniority which shall date back to their last date of hire.

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

- (a) Quits for any reason.
- (b) Is given a disciplinary discharge and not reinstated through the grievance arbitration procedure.
- (c) Has been on lay-off for more than eighteen (18) months or the length of the employee's seniority, whichever is the lesser.
- (d) Fails to report for work within five (5) calendar days after being notified by the Company by registered mail or courier following a lay-off or fails to contact the Company within five (5) calendar days from the time of receipt of notice if more time is required before they return to work. It shall be the responsibility of the employee to ensure that the Company records indicate their correct address and phone number at all times.
- (e) Fails to return to work upon termination of an authorized leave of absence unless the employee provides a reasonable excuse, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (f) If an employee is absent without permission for three (3) consecutive working days, without notifying the Company, unless he has a reasonable excuse for failing to notify.

12.04 An employee shall continue to accumulate seniority under the following conditions:

- (a) absence due to lay-off, illness or accident:
- (b) authorized leave of absence.

12.05 A seniority list, indicating the names and start dates of employees, will be revised and updated twice per year (or about January 31st and July 31st), and will be provided to the Local President. By January 31st of each year, the Company will send to the Peel-Halton area office of the Union a seniority list containing setting out the names, job classifications, current rates of pay as well as the addresses and phone numbers of employees in the bargaining unit.

12.06 In the event that an employee covered by this Agreement is promoted to a position outside of the bargaining unit, they shall retain the seniority previously acquired during the first six (6) months while serving in such capacity. At any time up to the first six (6) months, at the request of either the employee or the Company, the employee may be transferred back into the bargaining unit. An employee promoted to a position outside of the bargaining unit for a period which exceeds six (6) months, shall lose their seniority.

- 12.07 In the event it becomes necessary to decrease the workforce through a layoff, employees will be displaced from their classification, within their department and shift, in reverse order of seniority, provided the remaining employees have the immediate sufficient skill, ability and qualifications to perform the remaining work. A displaced employee may bump an employee with less seniority, first within the department and then plant-wide, providing they have the immediate skill, ability and qualifications to perform the required work. Laid off employees will be recalled in order of seniority, provided they have the skill, ability and qualifications to perform the required work.
- 12.08 It shall be the duty of each employee to keep their contact information up-to-date in the Company's self-service system and to notify the Company promptly in writing of any change in address. Notice required of the Company shall be deemed to be given if forwarded to the employee at the last address of which the Company had notice.

ARTICLE 13 – VACANCIES AND JOB POSTINGS

- 13.01 When a new job classification is created or when additional employees are required in an existing job classification, the Company will post a notice of the vacancy for a period of seven (7) calendar days on the plant bulletin boards and any employee in the bargaining unit may make application for such vacancy by signing the job posting within the seven (7) day period. Copies of all postings and the status of each vacancy will be given to the Local Union President.
- 13.02 Subject to Letter of Understanding # 1 (Temporary Employees), job vacancies expected to last longer than thirty (30) working days will be awarded to the senior applicant provided they have the requisite skill, ability and qualifications to do the required work. It shall be to the Company's discretion to determine what prerequisites are required for each vacancy. However, the Company will share any changes with prerequisites with the Union prior to any posting.
- 13.03 Nothing herein shall prevent the Company from hiring qualified persons from outside the bargaining unit when no qualified employee applies.
- 13.04 Jobs that will be vacant for thirty (30) working days or less may be filled on a temporary basis at the discretion of the Company. Experience gained on a temporary transfer under this article cannot be used to disadvantage other more senior applicants.
- 13.05 In the event the successful applicant for such permanent vacancy elects to revert to their former job classification or in the event the Company finds the successful applicant unsatisfactory for the new job, then within ninety (90) working days after the date of the assignment of such permanent vacancy, the Company shall return the employee to their former job classification and wage rate without loss of seniority; any other employee promoted or transferred because of the rearrangement of positions shall then be returned by the Company to their former position and former wage rate without loss of seniority. Employees may only make this election one time during each contract year.

ARTICLE 14 – NEW JOB CLASSIFICATION

- 14.01 When a new job classification, which is not covered by the terms of this Agreement, is established by the Company or when an existing job classification is substantially altered so that it is tantamount to a new job classification, the Company shall determine the rate of pay for such new classification and notify the Union of the same.

14.02 If the Union challenges the rate it shall have the right to request a meeting with the Company to discuss the rate. Such requests shall be made within thirty (30) days after receipt of notice from the Company of such new job classification and rate.

ARTICLE 15 - TEMPORARY TRANSFERS

15.01 (a) An employee temporarily assigned by the Company to a classification other than his regular classification, shall be paid his own rate or the rate of the classification which he has been assigned, whichever is greater.

(b) In situations where there is insufficient work available for employees within a specific job classification within the facility, the company shall implement a rotation system among employees in that classification. The rotation system shall be structured to ensure equitable distribution of available work hours among all employees within the affected classification and not based on seniority. The rotation schedule shall be developed and managed by the company.

15.02 (a) A Temporary Vacancy shall be defined as a vacancy with an expected duration of less than thirty (30) working days.

(b) The Company may temporarily transfer an employee to another classification, without regard for seniority, for up to five (5) consecutive working days.

(c) Where it is expected, at the outset, that a temporary vacancy will be more than five (5) but less than thirty (30) working days, the Company will canvass employees with the requisite skill, ability and qualifications to perform the work in seniority order.

(d) In the event there are no volunteers from amongst those employees canvassed by the Company, the Company shall have the right to assign the work to the most junior employee(s) with the skill, ability and qualifications to perform the work.

15.03 After the aforesaid thirty (30) working day period, the vacancy will be considered a permanent vacancy which will be subject to the Job Posting provision outlined in Article 13.

15.04 Employee transfer between buildings

(a) When the company anticipates the need for employees to work at another building and such need is known in advance by production, the selection of employees shall follow the order of reverse seniority within classifications, provided that the selected employee possesses the requisite skills and abilities to perform the necessary work at the alternate location.

In the event of a line being down and if there's a standby line in another building, the entire crew of the line that went down shall be transferred to the other building without regard to seniority.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Personal Leave

The Company at their sole discretion, may grant a leave of absence without pay if an employee requests such a leave, in writing. Such leave shall not be for the purpose of working elsewhere. The request must include the date of the leave

and reason(s) for the request. The employee must submit the request at least one (1) month in advance of the start of the leave. The Company shall respond in writing within two (2) weeks of the request with its decision.

16.02 (a) Union Leaves

The Union may request, and the Company shall not unreasonably deny, the granting of a leave of absence for attendance at Union schools, conferences or conventions for those employees identified in Articles 7 and 20 of the Agreement and the Local Union Financial Officers. However, such leaves shall require a minimum notice of five (5) working days. Additionally, no more than two employees from the same classification shall be granted leave simultaneously, except for conventions or conferences.

- (b) The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company, as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment immediately upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.
- (c) The Company agrees to grant an employee leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union.

16.03 Pregnancy and Parental Leave

Employees shall be eligible for and entitled to pregnancy and parental leave in accordance with the provisions, terms and conditions of the Employment Standards Act.

16.04 (a) Domestic or Sexual Violence

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. The Company agrees the following shall govern when dealing with Leaves pertaining to domestic or sexual violence.

- (b) Workers experiencing domestic violence will be able to access leaves of absence in accordance with the Employment Standards Act, as amended from time to time, for the following purposes:
 - To seek medical attention for the employee or the child of the employee because of a physical or psychological injury or disability caused by the domestic or sexual violence;
 - To access services from a victim services organization for the employee or the child of the employee;
 - To have psychological or other professional counselling for the employee or the child of the employee.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 (a) For employees on a regular forty (40) hour per week schedule, the normal hours of work per week will consist of eight (8) hour shifts, Monday to Friday. The normal hours of work, including start and stop times, lunches and breaks, shall be as set out in Appendix "A" of this Agreement.
- (b) Employees scheduled on the Afternoon shift shall be entitled to a shift premium of \$0.60/hour while employees scheduled on the Night shift shall be entitled to a shift premium of \$1.20/hour.
- 17.02 (a) For employees on a Continental Work Schedule, the normal daily hours of work will consist of twelve (12) hours. The normal hours of work, including start and stop times, lunches and breaks, shall be as set out in Appendix "A" of this Agreement
- (b) Continental shift employees rotate between being scheduled at four (4) weeks at thirty-six (36) hours per week and four (4) weeks at forty-eight (48) hours per week.
- (c) Continental shift employees scheduled on the Day shift will receive a shift premium of \$0.60/hour while Continental shift employees scheduled on the Night shift will receive a shift premium of \$1.00/hour.
- 17.03 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.
- 17.04 Overtime
- (a) Overtime for employees on a forty (40) hour per week schedule shall be paid at the rate of one and one-half times (1 1/2) the employee's regular rate of pay for all hours worked in excess of forty (40) hours per week. Employees who are required to begin fifteen (15) minutes before the regular shift start shall be paid the overtime rate for those fifteen minutes each day regardless of the forty (40) hour threshold.
- (b) Overtime for employees on a Continental shift schedule shall be paid at the rate of one and one-half times (1 1/2) the employee's regular rate of pay for all hours worked in excess of thirty-six (36) hours or forty-four (44) hours per week, as the case might be.
- (c) All overtime must be authorized by the Shift Manager prior to any overtime being worked.
- (d) There will be no pyramiding of overtime rates.
- (e) For Employees on an eight (8) hour shift, the Employer will post the weekend overtime schedule by 6:00 a.m. for the Night shift and 2:00 p.m. for the Day and Afternoon shifts.
- (f) Any unscheduled overtime shall be paid at time and half and minimum of 2 hours.
- 17.05 Overtime Distribution
- (a) The Company shall make reasonable effort to distribute overtime opportunities equitably amongst the employees on the shift who are in the job classification for which the overtime work is scheduled.

- (b) Daily overtime for the 8 hour shifts: On Monday of each week, the Employer will post a daily overtime sign-up sheet for the upcoming week. Daily overtime opportunities will be distributed to employees on shift, if the need arises.
- (c) Saturday overtime for the 8 hour shifts: Between Monday and Wednesday of each week, the Employer will post a Saturday overtime sign-up sheet. Employees may submit their names by 3:00 p.m. Thursday for the day shift, 11:00 p.m. on Thursday for the afternoon shift, and 6 a.m. Friday for the midnight shift. The employer will post the awarded OT sheet by 7 am on Friday.
- (d) For Employees on Continental Shifts, the current practice of posting overtime four (4) weeks in advance and selecting employees (2) weeks prior to the scheduled overtime will continue.
- (e) Shift Managers shall keep logs of overtime hours worked by job classification. The logs should be accessible for union executives to review and audit upon request with one week's notice directly to the HR Manager.
- (f) Overtime will be first offered to the employee who submitted their name, with the fewest overtime hours in the classification and on the shift in which the overtime is required. If no employee in the classification submitted their name, the overtime opportunity will then be offered to the employee with the least amount of overtime on the shift who is capable of performing the work where the overtime is required.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 (a) The following holidays shall be observed as paid holidays:

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

- (b) Should one of the above statutory holidays fall on a Saturday or Sunday, another day shall be observed as the holiday by mutual agreement between the Parties.
- (c) Based on operational demands and business needs, the Company reserves the right to substitute another day during the week in which the statutory holiday falls as the statutory holiday.

18.02 Employees who have completed their probation period and who satisfy the eligibility requirements set out below will receive a regular day's pay at their regular rate.

18.03 To be eligible for holiday pay an employee must work the full regular shift scheduled immediately preceding such holiday and the full regular scheduled shift immediately following such holiday, unless absent because of a reasonable excuse.

18.04 An employee who is eligible for holiday pay in accordance with the above conditions, and who performs work on any of the said paid holidays shall be entitled to receive wages, at double time (2x) for the work performed on such holiday, in addition to their holiday pay.

18.05 When any of the holidays are observed during an employee's scheduled vacation period he shall receive holiday pay as provided in Clause 18.02 above and shall be granted an additional day off with pay.

ARTICLE 19 – VACATIONS WITH PAY

19.01 An employee shall receive an annual vacation in accordance with the length of continuous employment with the Company.

19.02 The vacation year shall be from January 1st to December 31st of each year.

19.03 An employee with less than one (1) year of service as of December 31st shall receive vacation and vacation pay in accordance with the Employment Standards Act, 2000.

19.04 Employees employed as of March 23, 2021, will be entitled to the following vacations with pay:

(a) Employees who have completed at least one (1) year of service but less than five (5) years of service shall be entitled to ten (10) days of vacation each year and 4% of gross wages earned, excluding vacation pay.

(b) Employees who have completed at least five (5) years of service but less than ten (10) years of service shall be entitled to fifteen (15) days of vacation each year and 6% of gross wages earned, excluding vacation pay.

(c) Employees who have completed at least ten (10) years of service but less than eighteen (18) years of service shall be entitled to twenty (20) days of vacation each year and 8% of gross wages earned, excluding vacation pay.

(d) Employees who have completed eighteen (18) years of service shall be entitled to twenty-one (21) days of vacation and 8.4% of gross wages earned, excluding vacation pay.

(e) Employees who have completed nineteen (19) years of service shall be entitled to twenty-two (22) days of vacation and 8.8% of gross wages earned, excluding vacation pay.

(f) Employees who have completed twenty (20) years of service shall be entitled to twenty-three (23) days of vacation and 9.2% of gross wages earned, excluding vacation pay.

(g) Employees who have completed twenty-one (21) years of shall be entitled to twenty-four (24) days of vacation and 9.6% of gross wages earned, excluding vacation pay.

(h) Employees who have completed twenty-two (22) or more years of service shall be entitled to twenty-five (25) days of vacation and 10% of gross wages earned, excluding vacation pay.

19.05 Employees who commence employment after March 31, 2021, will be entitled to the following vacations with pay:

(a) Employees who have completed at least one (1) year of service but less than five (5) years of service shall be entitled to ten (10) days of vacation each year and 4% of gross wages earned, excluding vacation pay.

- (b) Employees who have completed at least five (5) years of service but less than ten (10) years of service shall be entitled to fifteen (15) days of vacation each year and 6% of gross wages earned, excluding vacation pay
 - (c) Employees who have completed at least fifteen (15) years of service shall be entitled to twenty (20) days of vacation each year and 8% of gross wages earned, excluding vacation pay
- 19.06 "Gross earned" shall mean all wages earned, excluding vacation pay, during the vacation entitlement year.
- 19.07 An employee, who is hospitalized, other than for day surgery, because of sickness or accident while on scheduled vacation may be considered as being on sick leave during the period of such illness. Any unused vacation time may be rescheduled at a future date, mutually agreeable to the employee and to the Company.
- 19.08 (a) Employees will begin to accrue vacation as of January 1st. Employees will be will paid their accrued vacation pay at the time they take their vacations. Should an employee not have sufficient accrued vacation pay at the time of vacation, they will be entitled to receive up to forty (40) hours of vacation with pay in advance of their accrued entitlement in the first quarter of the year. If an employee, due to unforeseen circumstances, has a negative balance at the end of the year, the company will require repayment of the balance.
- (b) Employees who take unpaid vacation in accordance with the above may request in writing fourteen (14) days in advance for such vacation pay for the time taken on July 1st of each year. In any event, employees will be paid accrued but unpaid vacation pay on or about December 31st of each year.
 - (c) Employees shall submit vacation requests at least four (4) weeks in advance. Vacations will be granted based on operational demands and seniority.
 - (d) Should an employee wish to cancel their vacation, they must make this request to the Company 7 days prior to the original start of the vacation, and vacation will be rescheduled based on operational demands.
- 19.09 There shall be no carry-over of vacations.
- 19.10 Employees shall be required to take the minimum vacation time in accordance with the Employment Standards Act in each vacation year.
- 19.11 Vacation shall not be accumulated or waived and must be taken within the applicable vacation year, unless otherwise approved by management.
- 19.12 An employee who leaves the employment of the Company for any reason prior to December 31st, shall receive a pro-rated vacation pay based on the same percentage of gross annual earnings received in the previous year's vacation entitlement.
- 19.13 The Company will post by January 15th of each year, a notice giving employees an opportunity to select their vacation period. Employees submitting their vacation requests prior to February 15th will be granted vacation by order of seniority. Vacation requests made after February 15th and vacation requests for vacation time to be taken prior to February 15th will be filled on a first come first serve basis. The vacation schedule shall be finalized by March 1st. The Company reserves the right to make final approval of the

vacation schedule, including a plant shutdown, having consideration for operating and staffing requirements.

ARTICLE 20 - SAFETY & HEALTH

- 20.01 (a) The Company and the Union agree to cooperate in the promotion of safety and the health of employees during working hours. Where the Company deems it necessary, and as required by government regulations, for the safety of the employees, protective devices and other equipment shall be provided in an effort to reduce exposure to injury.

The Company and the Union shall maintain a Joint Occupational Health and Safety Committee (JHSC) consisting of eight (8) members elected or appointed by the Union and eight (8) members appointed by the Company. The Union shall provide the member names in writing.

- (b) The Company agrees that the certified worker representative is an employee that is selected by the Union.

- 1) The company agrees to involve the certified workers' representative in any critical injury or worker fatality investigation, and they shall have the right to conduct their own investigation.
- 2) The Company agrees to inform a certified workers' representative when the Minister of Labour visits the company.
- 3) The Company agrees to have up to three (3) Certified Safety Union members. One certified member per permanent 8-hour shift, not including the continental shift.

- (c) The general duties of the JHSC shall:

- 1) To make a monthly inspection of the plant or place of employment for the purposes of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters. Monthly inspections shall consist of a team of one Union member and one Company member of the JHSC. The minutes shall be signed by co-chairs and posted in workplace within one week of meeting. A member who wishes to have items added to the agenda should make such a request to either co-chair.
- 2) To investigate promptly all serious accidents, and Work Refusals and unsafe conditions or practices which may be reported to it. Such investigation shall include accidents, which might have caused injury to a worker, whether or not such an injury occurred.
- 3) At the monthly meeting, they shall discuss all incidents and accidents, their causes, suggested means of preventing their reoccurrence and reports of investigations and inspections.
- 4) To keep records of all investigations, inspections, complaints, recommendations, together with minutes of meetings. The minutes shall indicate what action has been taken with respect to

suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.

- 5) The worker co-chairperson of the Committee (if on duty and available) or an available worker representative of the JHSC shall have the right to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any inspections provided they are on shift.
 - 6) Accidents, injury and occupational illness records shall be kept by the Company and shall be made available to the JHSC. When reviewing records, private/personal information will not be made available to the JHSC so as to safeguard employees' right to privacy. The Company also agrees to make available to the committee upon request Material Safety Data Sheets of any compounds and substances used in the plant.
 - 7) No disciplinary action shall be taken against any employee by reason of the fact that they have exercised the right conferred upon them in accordance with the OHSA (Ontario).
 - 8) The Union Health and Safety Co-Chair shall be allowed one hour preparation time without any loss of pay prior to the meeting and entitle for OT premium.
 - 9) An employee whose accommodation(s) is a result of an occupational injury shall be eligible to work overtime, provided the work performed under the accommodation(s) is available.
- 20.02 It shall be a condition of employment that safety footwear shall be worn at all times in plant. The Company will assist in the purchase of one (1) pair of safety boots, in any twelve (12) month period, up to two hundred (\$200) dollars per year. Employees shall be entitled to a second pair of safety shoes if the first pair is damaged and approved by the Company.
- 20.03 It shall be a condition of employment that CSA approved safety glasses and hearing protection be worn at all times in the plant. For employees requiring prescription safety glasses, the Company will assist or reimburse the employee in the purchase of one (1) pair of designated CSA approved safety glasses, for up to one hundred and fifty (\$150.00) dollars every two (2) years. Employees shall be entitled to a second pair of safety glasses if the first pair is damaged and approved by the Company.
- 20.04 An employee who is injured at work and is unable to complete the rest of their shift shall be paid for the entire shift. If required, the employer shall pay for taxi accommodation to the Health Care facility or for travelling home, as applicable.
- 20.05 The Company and the Union agree that job rotation is a beneficial part of the Health and Safety program and to that end both parties agree to work together on finding ways to enhance job rotation in order to prevent repetitive injuries.
- 20.06 The Company agrees to continue to provide protective clothing and wearing apparel for use by the employees as it was providing at the effective date of this Collective Agreement. Amongst other things, the Company's practice included the provision of safety gloves, goggles and ear plugs where necessary in the plant. The use of all

Company provided and or subsidized personal protective equipment and clothing is mandatory.

ARTICLE 21 – WAGES

21.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.

21.02 Payment of Wages

The Company agrees that all employees shall be paid weekly by cheque or by direct deposit prior to 12.01 a.m. on Fridays.

ARTICLE 22 - REPORTING ALLOWANCE

22.01 In the event that an employee reports for work on his regular shift, without having been notified, prior to the end of his previous shift not to report, he will be given at least four (4) hours work at his regular rate of pay or if no work is available, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. To qualify, the employee must be available and willing to accept such work as may be provided. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company or where the employee has not provided current contact information.

ARTICLE 23 – CALL - IN PAY

23.01 An employee called for work outside their regular working hours shall be paid the greater of:

1. four (4) hours at their straight time hourly rate, or
2. appropriate overtime rates for all hours worked, if applicable.

23.02 The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of their scheduled shift. In all such cases the employee shall receive their appropriate overtime rate.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Company agrees to provide Bulletin Boards in areas accessible to employees in all the workplaces for the purpose of posting meeting notices and official Union information to be posted and removed by Executive Union officers. Notices must first be sent to the Human Resources Manager or their designate for approval, and must be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 25 - JURY AND WITNESS DUTY

- 25.01 An employee shall be granted leave of absence for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. The Company shall top up the employee's regular wages from that which received by the employee who is called on to serve.
- 25.02 Any employee called for jury or witness duty shall be deemed to be on the day shift during the period they are required to serve.

ARTICLE 26 - GENERAL

- 26.01 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

ARTICLE 27 – BEREAVEMENT LEAVE

- 27.01 In the event of death in the immediate family of an employee who has completed their probation, the employee will be granted time off with pay for up to three (3) continuous working days commencing within ten (10) calendar days of the date of death. Payment will be at the employee's straight time hourly rate of pay exclusive of premiums. "Immediate family" shall mean: spouse, parent, child, step-child, brother, sister, mother-in-law and father-in-law, grandparent, grandchild, brother-in-law or sister-in-law. If there are extenuating circumstances, an employee should notify HR within ten (10) calendar days; at the discretion of the company, the employee may be allowed to take the bereavement leave at a later date.

ARTICLE 28 - INSURANCE-WELFARE BENEFITS AND PENSIONS

- 28.01 The Company agrees that during the term of this Agreement they will provide the Insurance-Welfare Benefits, the details of which are set out in Schedule "B" attached hereto for information purposes only.
- 28.02 The Company further agrees that all eligible employees shall be covered by the terms of the Company Pension Plan as set out in Schedule "C" attached hereto and made part of this Agreement.

ARTICLE 29 – HUMANITY FUND

- 29.01 The Company agrees to deduct on a weekly basis the amount of \$0.01 per hour from the wages of the employees in the Bargaining Unit for all hours worked prior to the fifteenth day of the month following to pay the amount so deducted to the Humanity Fund and to forward such payment to the United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

ARTICLE 30 – LAYOFF AND SEVERANCE

- 30.01 The Company shall, in its sole discretion, determine when a layoff or recall of employees is necessary. Where practical, the Company will meet with the Union executive in advance to advise of any layoffs and the reason.
- 30.02 Temporary and Probationary employees shall be laid off first. Thereafter, the employees identified for layoff will be laid off in reverse order of seniority. Seniority shall mean the length of the employee's service.
- 30.03 An employee that is identified for layoff will be given the choice to fill any open position or temporary position as of the date of layoff, if any, provided the employee has the skill and ability to immediately perform such job. If there are no open or temporary positions at the date of layoff, the employee identified for layoff may exercise their seniority and bump a junior employee on their own shift first within the same department and then plant-wide, provided the employee already has the necessary skill and ability to immediately perform the job. Thereafter, the employee may bump a junior employee on another shift within the same department classification, provided the employee already has the necessary skill and ability to immediately perform the job.
- 30.04 Benefit coverage for employees on layoff shall continue for the month in which the layoff occurs and for one (1) month following.
- 30.05 Laid-off employees will be recalled in order of seniority, provided they have the skill, ability and qualifications to immediately perform the required work.
- 30.06 The Employer will send notice of recall via registered mail or courier as well as notice provided to the Union Executive. An employee will respond to a registered notice of recall within (5) calendar days of receipt of same and shall be available for work within an additional five (5) calendar days. If the employee does not return within this time, they will be deemed to have voluntarily resigned.
- 30.07 Employees will retain recall rights for the length of the employee's seniority or eighteen (18) months, whichever is the lesser.
- 30.08 In the event of layoff, the Local Union President, Vice-President, Local Financial Secretary and the Chief Steward, shall be given preferred seniority provided they have the skill, ability, and qualifications to perform the remaining available work. This preferred seniority shall only be exercised in the event that the designated members are displaced from the plant.
- 30.09 The Local Union President and the Chief Steward shall be assigned to work the day shift, provided they have the skill, ability and qualifications to perform the work.
- 30.10 The Company shall also participate in all retraining programs and counselling programs that are mutually agreed upon by both Parties.
- 30.11 The Company will pay one and a half (1.5) weeks' severance pay for each completed year of unbroken service (and 1/12 (one-twelfth) of a weeks' pay for each completed month in an incomplete year) to employees with five (5) or more years of employment who are permanently laid off or terminated due to a permanent, partial or total closure of the Company's workplace, to a maximum of twenty-six (26). Severance pay will be based on the employee's regular straight time hourly rate.

ARTICLE 31 - PRIVACY


31.01 The Company agrees that employees have a right to access all personal data collected in regard to an investigation and that employees will be able to obtain within 7 (seven) calendar days copies of personal data present within their employee file.

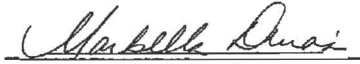
ARTICLE 32 - TERMINATION

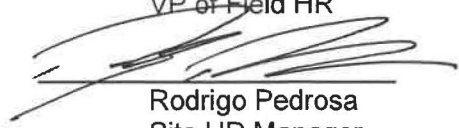
- 32.01 This Agreement shall become effective on the 23rd day of March 2024 and shall continue in effect up to and including the 22nd day of March 2027.
- 32.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.
- 32.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than (15) days after such notice or as soon thereafter as is mutually agreed.
- 32.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

Duly Executed by the Parties hereto this 23rd day of 2024

For the Company

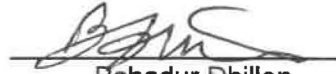

Kamen Petrov
GM Voyant Beauty

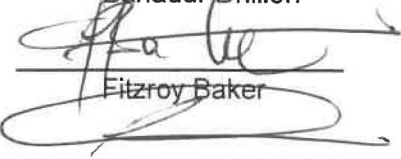

Marbella Duran
VP of Field HR


Rodrigo Pedrosa
Site HR Manager


For the Union


Raj Basra
USW Staff Representative


Bahadur Dhillon


Fitzroy Baker


Robert Taylor


Iyobosa Omogiui


Edgar Pacheco


Danny D'Ascanio


Ankush Joshi

SCHEDULE "A"
WAGES AND JOB CLASSIFICATIONS

Effective March 23, 2024

1. All employees in all classifications will receive a 3.5% wage increase.

Effective March 23, 2025

1. All employees in all classifications will receive a 3.0% wage increase.

Effective March 23, 2026

1. All employees in all classifications will receive a 3.0% wage increase.

Effective March 23, 2024, the Job Classifications Rates will be as follows:

Job	Labour Grade	Wage Rate
Packer	1	\$ 19.15
Label Operator		\$ 19.67
Stacker		\$ 19.67
Housekeeper		\$ 19.67
Sanitizer	2	\$ 21.22
Parts Room Attendant		\$ 21.22
Team Lead C	3	\$ 22.74
Jr. Compounder		\$ 23.81
Material Handlers Packaging		\$ 23.81
Material Handler Chemicals	4	\$ 24.84
Material Handler Pre-Weigh		\$ 24.84
Trainer		\$ 25.09
Team Lead B		\$ 23.27
Line Mechanic C	5	\$ 23.82
Parts Room Technician		\$ 23.82
Compounder C		\$ 26.13
Quality Line Auditor ***		\$ 25.88
QA Incoming Inspector ***		\$ 25.88
Compounder B	6	\$ 28.22
Material Handler Finished Goods		\$ 27.95
Microbiologist ***		\$ 28.67
Cycle Counter		\$ 27.40
Line Mechanic B	7	\$ 27.06
Team Lead A		\$ 27.06
Warehouse Lead		\$ 31.05
Compounder A	8	\$ 33.45
Senior Microbiologist		\$ 33.85
Compounder Team Lead		\$ 34.50
Compounding Trainer		\$ 35.73
Facility Mechanic I		\$ 35.13
Maintenance Mechanic	9	\$ 33.54
Facility Mechanic II		\$ 37.26
Line Mechanic A		\$ 33.54
Pilot Room Coordinator		\$ 38.68
Maintenance Team Lead	10	\$ 39.72
Electrical Technician		\$ 43.03
Pilot Room Lead		\$ 41.81
Millwright		\$ 45.54

*** Denotes Classification with Grandfathered Salaried Employees

Effective March 23, 2025, the Job Classifications Rates will be as follows:

Job	Labour Grade	Wage Rate
Packer	1	\$19.72
Label Operator		\$20.26
Stacker		\$20.26
Housekeeper		\$20.26
Sanitizer	2	\$21.86
Parts Room Attendant		\$21.86
Team Lead C	3	\$23.42
Jr. Compounder		\$24.52
Material Handlers Packaging		\$24.52
Material Handler Chemicals	4	\$25.59
Material Handler Pre-Weigh		\$25.59
Trainer		\$25.84
Team Lead B		\$23.97
Line Mechanic C	5	\$24.53
Parts Room Technician		\$24.53
Compounder C		\$26.91
Quality Line Auditor ***		\$26.66
QA Incoming Inspector ***		\$26.66
Compounder B	6	\$29.07
Material Handler Finished Goods		\$28.79
Microbiologist ***		\$29.53
Cycle Counter		\$28.22
Line Mechanic B	7	\$27.87
Team Lead A		\$27.87
Warehouse Lead		\$31.98
Compounder A	8	\$34.45
Senior Microbiologist		\$34.87
Compounder Team Lead		\$35.54
Compounding Trainer		\$36.80
Facility Mechanic I		\$36.18
Maintenance Mechanic	9	\$34.55
Facility Mechanic II		\$38.38
Line Mechanic A		\$34.55
Pilot Room Coordinator		\$39.84
Maintenance Team Lead	10	\$40.91
Electrical Technician		\$44.32
Pilot Room Lead		\$43.06
Millwright		\$46.91

*** Denotes Classification with Grandfathered Salaried Employees

Effective March 23, 2026, the Job Classifications Rates will be as follows:

Job	Labour Grade	Wage Rate
Packer	1	\$20.32
Label Operator		\$20.87
Stacker		\$20.87
Housekeeper		\$20.87
Sanitizer	2	\$22.51
Parts Room Attendant		\$22.51
Team Lead C	3	\$24.12
Jr. Compounder		\$25.26
Material Handlers Packaging		\$25.26
Material Handler Chemicals	4	\$26.35
Material Handler Pre-Weigh		\$26.35
Trainer		\$26.62
Team Lead B		\$24.69
Line Mechanic C	5	\$25.27
Parts Room Technician		\$25.27
Compounder C		\$27.72
Quality Line Auditor ***		\$27.46
QA Incoming Inspector ***		\$27.46
Compounder B	6	\$29.94
Material Handler Finished Goods		\$29.65
Microbiologist ***		\$30.42
Cycle Counter		\$29.07
Line Mechanic B	7	\$28.71
Team Lead A		\$28.71
Warehouse Lead		\$32.94
Compounder A	8	\$35.49
Senior Microbiologist		\$35.91
Compounder Team Lead		\$36.60
Compounding Trainer		\$37.91
Facility Mechanic I		\$37.27
Maintenance Mechanic	9	\$35.58
Facility Mechanic II		\$39.53
Line Mechanic A		\$35.58
Pilot Room Coordinator		\$41.04
Maintenance Team Lead	10	\$42.14
Electrical Technician		\$45.65
Pilot Room Lead		\$44.36
Millwright		\$48.31

*** Denotes Classification with Grandfathered Salaried Employees

SCHEDULE "B"

INSURANCE - WELFARE BENEFITS

The parties agree the current benefit plan will be maintained except for the following changes:

1. Effective March 23, 2021 - Costs for the benefit premiums will be 80% covered by the Company and 20% covered by the Employee.
2. Short Term Disability Plan - for Salary and Hourly employees.
3. Paramedical Services - 80% up to \$1500.00 annual maximum per person.
4. Vision Care - \$400.00 once every 2 years per person.
5. Tool Allowance - Employees in the Line Mechanic, Maintenance Mechanic, Facility Mechanic, Maintenance Team Lead and Electrical Technician job classifications shall receive a tool allowance of three hundred (\$300.00) dollars each calendar year.
6. Medical Notes - The employer commits to covering the expenses associated with Functional Abilities Forms (FAF) necessary for the accommodation of work-related injuries, up to a maximum of \$45 per occurrence.
7. Current Practices - The Company agrees to continue the current practices of paying for and providing to employees a Reference Bonus, Milestone Service Awards and participation in the Voyant Bonus Plan.

SCHEDULE "C"

PENSIONS

Employees will be allowed to voluntarily participate in the Voyant Beauty Pension Plan.

All employees employed as of March 23, 2021, will be allowed to contribute up to six percent (6%) of their earnings to the Voyant Beauty Pension Plan. The Company will match fifty percent (50%) of the employee's contribution.

All employees hired after March 23, 2021, will be allowed to contribute up to five percent (5%) of their earnings to the Voyant Beauty Pension Plan. The Company will match fifty percent (50%) of the employee's contribution.

APPENDIX "A"

<u>HOURS OF WORK</u> Regular Day	8 Hour Shifts	8.25 Hour Shifts	8.5 Hour Shift	12 Hour Continental
Regular Week	40 Hours	41.25 Hours	42.5 Hours	42 Hours {Avg.}
Day Shift	6:30 a.m. to 2:30 p.m. *(62 Belfield) * 7:30 a.m. to 3:30 p.m.	7:15 a.m. to 3:30 p.m.	Line Mechanics and Maintenance Leads 7:00 am to 3:30 pm	Team Leads 6:45 a.m. to 7:15 p.m. Compounders 7:00 a.m. to 7:30 p.m.
Afternoon Shift	3:30 p.m. to 11:30 p.m.	3:15 pm to 11:30 pm	Line Mechanics and Maintenance Leads 3:15 pm to 11:45 pm	
Night Shift	11:30 p.m. to 7:30 a.m.	11:15 p.m. to 7:30 a.m.	Line Mechanics and Maintenance Leads 11:00 pm to 7:30 pm	Team Leads 6:45 p.m. to 7:15 a.m. Compounders 7:00 p.m. to 7:30 a.m.
<u>Week Begins</u> Day Shift Afternoon Shift Night Shift	7:30 a.m. Monday 3:30 p.m. Monday 11:30 p.m. Sunday	7:15 a.m. Monday 3:15 p.m. Monday 11:15 p.m. Sunday	7:00 a.m. Monday 3:15 p.m. Monday 11:00 p.m. Sunday	7:00 a.m. 7:00 p.m.
Breaks and Lunch	<u>One 15 Minute Paid Break per Shift</u> <u>25 Minute Paid Lunch</u>	<u>One 15 Minute Paid Break per Shift</u> <u>25 Minute Paid Lunch</u>	<u>One 15 Minute Paid Break per Shift</u> <u>25 Minute Paid Lunch</u>	Three 15 Minute Paid Breaks per Shift 30 Minute Unpaid Lunch
<u>Shift Premiums</u> Day Shift Afternoon Shift Night Shift	None \$0.60/hr. \$1.20/hr.	None \$0.60/hr. \$1.20/hr.	None \$0.60/hr. \$1.20/hr.	\$0.60/hr. \$1.00/hr.

Early shift as assigned to support production

BREAKS AND LUNCH

Breaks (15 minutes) and Lunch (25 Minutes). There shall be no grace period(s) before or after the set times for each break. No personnel shall leave each work center prior to the commencement of the break/lunch and all personnel shall return to each work center no later than the expiry time of the break/lunch. It shall be the responsibility of the Team Lead and Line Mechanic to jointly facilitate the run-out of product from each line prior to the start of each break/lunch, to demonstrate safe and GMP-compliant shut-down of the work center. All personnel who are not required to perform direct production-related functions during the period of product run-out will perform housekeeping, 5S and GMP-related functions. Each line will be periodically audited for housekeeping/5S/GMP compliance, and disciplinary steps may be considered against all personnel who fail to demonstrate participation and adherence to these conditions.

LETTER OF UNDERSTANDING # 1

RE - TEMPORARY AGENCY EMPLOYEES

The Company, at its discretion, may engage outside employment agencies to provide temporary agency employees or, may use persons who are employed by an outside agency both of whom shall not be required to become members of the Union and not be subject to the Collective Agreement, while having due regard to the seasonal and cyclical nature of the Company's operations.

The duration of the engagement of a temporary agency employee shall be flexible and will be determined in the discretion of the Company while having due regard for the requirement of the Company's operation.

After six (6) months following the date of ratification, the Company agrees to offer employment to any existing temporary agency employee who has provided services to the Company as a temporary agency employee in excess of 1040 hours worked in the previous twelve (12) calendar months.

Current Temporary Agency employees who are offered employment and accept the offer shall be placed at the bottom of the seniority list following the successful completion of the probationary period set out in Article 12.02, and may be assigned work on their current shift.

Temporary Agency employees starting after March 23, 2021 who are offered employment and accept the offer shall be placed at the bottom of the seniority list following the successful completion of the probationary period set out in Article 12.02, and shall be assigned work on the night shift.

Temporary agency employees who replace any bargaining unit employee who is ill or injured or on an authorized extended leave of absence may be employed up to 2080 hours in the twelve (12) consecutive calendar month period referred to above without being subject to the Collective Agreement.

No temporary employee agency employee will work in a job classification if there is a bargaining unit employee in the same job classification on lay off and who has indicated a willingness to be recalled from layoff. The temporary agency employee may continue to provide services during the five (5) day recall from layoff notice period.

Bargaining unit employees who are at work and on the shift shall be offered overtime opportunities before any temporary agency employee is asked to work overtime.

The Employer agrees to provide the Local Union President with a list of names, start dates and hours worked of all temporary employees or agency employees, on a semi-annual basis commencing one month following ratification of this agreement.

LETTER OF UNDERSTANDING # 2

RE - GRANDFATHERED BARGAINING UNIT SALARIED EMPLOYEES

During the 2021 Negotiations, the parties agreed that all the Articles of this Collective Agreement will apply to all the Grandfathered Bargaining Unit Salaried Employees, except the following:

- Grandfathered Salaried Employees will continue to be paid an Annual Salary, including the negotiated increases and Lump Sum Payments.
- For the purposes of calculating the annual increases and/or Lump Sum Payments, if applicable, the Grandfathered Salaried Employees annual salary will be converted to an hourly wage rate before the calculation for the new rate is done by using the same formulas that are used to calculate the increases and Lump Sum Payments for the Hourly Employees and set out in Schedule "A". Once the calculation is completed the new wage rate will be converted back to an annual salary.
- Grandfathered Salaried Employees will continue to receive seven (7) Paid Sick Days per calendar year.
- Article 17 – Hours of Work and Overtime, does not apply to Grandfathered Salaried Employees and the current practice of scheduling shifts and overtime assignments, if any, shall continue.
- Grandfathered Salaried employees may carry over 1 week of 2020 vacation, to be used by June, 2021 – after which there will be no carry-over.
- Article 19.04, as amended below will apply for Grandfathered Salaried Employees;

19.04 Salaried Employees employed as of March 23, 2021, will be entitled to the following vacations with pay:

- (a) Employees who have completed at least one (1) year of service but less than five (5) years of service shall be entitled to ten (10) days of vacation each year.
 - (b) Employees who have completed at least three (3) years of service but less than ten (10) years of service shall be entitled to fifteen (15) days of vacation each year.
 - (c) Employees who have completed at least ten (10) years of service but less than fifteen (15) years of shall be entitled to twenty (20) days of vacation each year.
 - (d) Employees who have completed fifteen (15) years of service shall be entitled to twenty – five (25) days of vacation each year.
- Employees hired after March 23, 2021, into job classifications which have Grandfathered Salaried Employees shall be paid an Hourly Wage Rate as per Schedule "A", receive Insurance and Welfare Benefits as per Schedule "B", allowed to participate in the Pension Plan as per Schedule "C", Article 17 – Hours of Work and Overtime will apply and Vacation Entitlement will be granted as per Article 19.05.

MEMORANDUM OF AGREEMENT

Between,

Voyant Beauty Inc. (the “Employer”)

And

United Steel Workers Local 9560 (the “Union”)

Whereas:

1. The Employer has proposed to consolidate the job classifications of Jr. Compounders and Sanitizers into a single job classification to streamline operations and enhance efficiency in the sanitation processes across the plant.
2. The new job classification will be titled "Sanitizer" and will encompass responsibilities previously held separately by the Jr. Compounders and Sanitizers classifications.
3. All employees in the new classification will report to the Sanitation Supervisor and will be based in the Sanitation Department.
4. The agreed-upon pay rate for the consolidated classification will be \$23.81 per hour, aligning with the higher rate previously assigned to Jr. Compounders.

Therefore, the parties hereby agree as follows:

1. **Implementation of New Classification:** The Parties hereby agree to the creation of a new classification titled “Sanitizer”, effective August 5th, 2024. The new Sanitizer classification will absorb the job duties and responsibilities of the existing classifications of Jr. Compounders and Sanitizers, which two classifications shall cease to exist following August 5, 2024.
2. **Wage Adjustment:** All employees transitioning to the new Sanitizer classification who are currently earning below \$23.81 per hour will receive a wage adjustment to \$23.81 per hour, effective from the implementation date.
3. **Cross-training:** The Employer will provide necessary cross-training to all affected employees to ensure they are equipped to handle all required sanitation tasks throughout the plant.
4. **Formal Amendments to the CBA:** This MOU shall serve as an amendment to the current Collective Bargaining Agreement (CBA) between the Employer and the Union, specifically modifying the job classifications and wage provisions as detailed herein.
5. **Continuation of Terms:** All other terms and conditions of the current CBA not amended by this MOU shall remain in full force and effect.

Date at Toronto, Ontario this 19 day of ~~August~~ 2024

September

For the Union



**Bahadur Dhillon
Local President**

For the Employer



**Rodrigo Pedrosa
Site HR Manager**