

**COLLECTIVE AGREEMENT**

**-between-**

**CROVEN CRYSTALS**

**-and-**

**UNIFOR AND ITS LOCAL 1090**

**Effective: June 2, 2020**

**Expiring: June 1, 2023**

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**Memorandum of Settlement entered into  
this 6<sup>th</sup> day of July, 2020**

**-between-**

**WENZEL INTERNATIONAL INC., CROVEN CRYSTALS  
in the town of Whitby in the province of Ontario  
Hereinafter called "the Company"**

**-and-**

**UNIFOR AND ITS LOCAL 1090  
Hereinafter called "the Union"**

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**ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to establish the relationship between the Company and the Union; to prescribe wages, hours of work, and working conditions for employees covered hereunder; and to provide prompt and equitable disposition of complaints or grievances without interruption of work or plant efficiency.

**ARTICLE 2 - RECOGNITION OF UNION**

- 2.01** The Company recognizes the Union as the exclusive bargaining agent for all its employees at its plant at Whitby, Ontario, save and except forepersons, persons above the rank of foreperson, office and sales staff, production engineering and development engineering technicians, and college or technology students employed on a co-operative training basis.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01** The Union recognizes the right of the Company to; hire, promote, transfer, demote, increase or decrease the work force; and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as provided in this Agreement.
- 3.02** The Union further recognizes the sole right of the Company to operate and manage its business in all aspects, to maintain order and efficiency in its plant or plants, to determine the location of its plant or plants, the products to be manufactured, the scheduling of production and the methods, processes and means of manufacturing.
- 3.03** The Union also acknowledges the right of the Company to make and alter, from time to time, rules and regulations to be observed by employees. These rules and regulations shall not be inconsistent with the provisions of this Agreement. The Company will communicate changes with the Chairperson or his/her designate prior to implementation.

**ARTICLE 4 - BARGAINING UNIT**

- 4.01** Employees covered by this Agreement and referred to hereafter as "employee" or "employees" shall be only those employees represented by the Union as set forth in Article 2 of this Agreement.
- 4.02** Should the Company establish any other manufacturing plant in the Province of Ontario during the lifetime of this Agreement, Unifor will be recognized as the bargaining agent for all employees save and except for those persons now excluded by Article 2.01 in this Collective Agreement.

**ARTICLE 5 - NON DISCRIMINATION**

- 5.01** The parties to this Agreement agree that the terms and conditions of this Agreement now entered into shall be applied in compliance with the Human Rights Code.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01** In accordance with the LABOUR RELATIONS ACT of the Province of Ontario the parties to this Agreement agree that there shall be no strike or lockout during the term of this Agreement.

## **ARTICLE 7 - UNION MEMBERSHIP AND DUES CHECK-OFF**

- 7.01** It is agreed that all current and any new employees of the Company, will, as a condition of employment, become and remain members of the Union in good standing, as provided in the Constitution and By-laws of the Union. All current employees who have not already done so will be required to sign an application for membership and authorization for dues check off and initiation fee. The application form will be supplied by the Union to the Company. The form will be signed and returned to the Union Chairperson within fourteen (14) days of the execution of this Agreement. In the case of a new employee, the form will be completed and forwarded within one week of the employee's date of hire.
- 7.02** The Company will deduct monthly, from the gross wages of each employee, any dues, initiation fees or assessments levied in accordance with the Constitution and By-laws of the Union. The total amount to be deducted will be equivalent to the uniform, regular monthly dues of the Union. This amount will not be changed during the term of the Agreement, except in order to comply with a change in the Constitution and By-laws of the Union. The Union will provide to the Company written notice of the amount of regular monthly dues.
- 7.03** All dues, initiation fees and assessments deducted will be remitted to the Local Union Financial Secretary within thirty (30) days of the deductions, along with a statement listing each employees name and the amount of each deduction. A copy of this statement will also be provided to the Union Chairperson when requested.
- 7.04** The Company will also provide a list of those employees who did not have dues deducted and the reason why no deduction took place.
- 7.05** In any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount in a subsequent remittance.
- 7.06** The Company will include on an employees T4 slip, the total amount of dues paid for the year.
- 7.07** The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Company.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01** The Union shall be represented in the plant by three (3) Committeepersons who will be known collectively as the Shop Committee, one (1) from each of the three (3) shifts. If the third shift is eliminated, then two (2) of whom shall be on day shift and one (1) on second shift. In the case of an absence, the Company will recognize an alternate. The Union will notify the Company of which three (3) employees are to be Committeepersons and who is to be Chairperson. In addition to the Shop Committee and at the discretion of the Union, there shall be two (2) Shop Stewards and the Union will notify the Company of which two (2) employees these shall be.

The Shop Committee will also function as the grievance and bargaining committee. Wages for the bargaining committee will be paid for by the Company, for negotiations with the Company, during normal working hours. The Company will pay four (4) hours for each half day or portion thereof during which the Company and Union meet.

In the event that the total number of active members should exceed 60 employees for a period of 30 days or more, the Union shall at its discretion add a fourth Committeeperson. In the event that

the total number of active members should subsequently fall below 50 the number of Committeepersons shall be reduced to three (3).

**8.02** It is recognized that Union Representatives have regular duties to perform in connection with their employment. However, Union Representatives shall be permitted to leave their regular duties for a reasonable period, without loss of pay, to investigate and resolve grievances and/or in the administration of the Collective Agreement as provided under the terms of this Agreement, subject to the following conditions.

- a) When requesting to leave his/her regular duties to investigate and resolve grievances and/or in the administration of the collective agreement, a Union Representative shall notify his/her foreperson prior to leaving his/her department.
- b) Before leaving his/her regular duties, a Union Representative shall request permission from his/her foreperson, which will not be unreasonably withheld. Before entering a department other than the one in which he/she is employed, the Union Representative shall request permission from the foreperson, which will not be unreasonably withheld.

**8.03** At any meeting between the Company and the Union, a National Representative and/or the Local Union President or designate may be present.

**8.04** The Chairperson (or his/her alternate) will be paid at the 109GPC hourly wage rate. The Chairperson must designate this alternate to the Human Resources Department in writing as far in advance as possible.

**8.05** The company will make available to the Union, a locked office with furniture, a phone, and a computer.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01** All complaints or grievances arising under the provisions of this Agreement shall be dealt with as quickly and effectively as possible. If an employee, or one designated member of a group, has a complaint the employee shall first consult with the foreperson concerned who will attempt to resolve it. Should the complaint remain unresolved it shall be deemed a grievance and dealt with as follows:

##### **Step One (1)**

The grievance shall be reduced to writing and the written grievance shall state the specific grounds on which it is based. The employee and a Union Representative shall then present the grievance to the Production Manager but it shall be optional to the Company to decline to consider any grievance the alleged circumstances of which occurred more than five working days prior to its presentation. In a case involving wages or benefits, the employee may have thirty calendar days in which to lodge a grievance. The Production Manager or his/her designate shall submit a written reply within three working days following his/her receipt of the grievance.

##### **Step Two (2)**

If the decision of the Production Manager is not acceptable, the Chairperson of the Shop Committee shall, within two work days following receipt of the decision, notify the Company President in writing that the grievance is unresolved. Within seven work days following receipt of the notification the Company President or the Company President's representative shall arrange a meeting between the appropriate Company and Union representatives (which may include the Local Union President or designate and/or National Service Representative) to discuss and attempt to resolve the grievance. Within five work days following this meeting the Company President shall furnish the Chairperson of the Shop Committee with the Company's disposition of the grievance, in writing.

##### **9.02 Arbitration**

If the Company's disposition of the grievance is not acceptable the grievance may be referred to arbitration, provided that if no written notice of intent is received from the Union within ten days

after the disposition was furnished, the grievance shall be deemed to have been settled or abandoned.

Upon due notice to refer a grievance to arbitration, the Company and the Union shall jointly agree upon an Arbitrator. Should they fail to agree within ten days, or such further time as may be mutually agreed upon, they shall request the Minister of Labour for the Province of Ontario to appoint an Arbitrator. The grievance shall immediately be referred to the agreed upon or appointed Arbitrator for an arbitration hearing to be held forthwith.

The Arbitrator shall not be empowered to change by his/her decision any provisions of this Agreement but shall be empowered to set aside or modify the penalty in event of suspension or discharge.

The decision of the Arbitrator shall be final and binding upon both parties to this Agreement and the employee or employees concerned.

The cost of the Arbitrator's services shall be equally shared by the Company and the Union.

### **9.03 Discipline, Suspension and Discharge**

- a) Before an employee is removed to an office to be interviewed by a member of management for the purpose of investigating alleged misconduct, which may result in him/her being disciplined, suspended or discharged or for any other work related issue, he/she and his/her Union Representative will be notified in advance of the purpose of the meeting. The Company will ensure that the interview will not take place without the presence of the appropriate union representative, unless the employee requests that a union not be present and signs a waiver documenting the request.
- b) Any employee who has been suspended or discharged shall be advised in writing of the reason for the decision, and before he/she is required to leave the plant he/she shall be permitted an interview with his/her Union Representative in an office designated by Management.
- c) No disciplinary action will be held against the record of any employee if the action is not given or mailed to the employee within three (3) work days after the date of the circumstances or conditions which gave rise to the disciplinary action became known or ought to have become known to the Company. Failure to comply with this article shall automatically deem the discipline null and void.
- d) Any written warning will remain against the employee's record for a period of nine calendar months, after which it will be destroyed and not used against him/her.
- e) The Union Representative shall retain a copy of any written warning or notice of suspension or discharge as referred to in (b) after having signed it.
- f) A copy of any written warning slip shall be initialed and returned to the Company by a Union Representative.
- g) The attendance and disciplinary records of an employee shall be made available to a Union Representative upon a signed request by the employee provided a Company representative is present.

### **9.04 Suspension or Discharge Grievance**

If a grievance is to ensue it shall be submitted in writing by the employee through the Chairperson or Committee Person of the Shop Committee to the Company President or his/her representative, not later than the end of the next work day following the suspension or discharge. Within two work days following receipt of the grievance the Company President or his/her representative shall arrange a meeting between the appropriate Company and Union representative.

Within two work days following the meeting, or a longer time as may be mutually agreed upon, the Company President or his/her representative shall furnish the Chairperson of the Shop Committee with the Company's disposition of the grievance, in writing. If the disposition is not acceptable the grievance may proceed to arbitration upon receipt of due notice from the Union within the time limits as prescribed in part 9.02 of this Article 9.

**9.05 Policy Grievance**

A policy grievance shall be defined and limited to one which alleges an actual violation of a specific provision of this Agreement and which could not properly be resolved at the lower steps of the Grievance Procedure because of its nature and broad scope. A policy grievance shall commence at Step Two of the Grievance Procedure.

**9.06 Timelines**

Timelines in this article 9 may be extended by request and if mutually agreed by the parties. Agreement to extension requests will not be unreasonably withheld.

**ARTICLE 10 - SENIORITY**

**10.01** Seniority shall be the length of an employee's unbroken service with the Company, subject to any modification set forth in this Agreement. Where two (2) or more employees are hired on the same date, a lottery-draw will be performed by the Union Chairperson to determine their seniority. The lottery only applies to employees hired after ratification of this agreement; it will not change the existing seniority list.

**10.02** An employee shall be considered on probation until after the employee has had active employment with the Company for 720 working hours cumulative over nine (9) consecutive months. Upon completion of the probationary period the employee's name shall be added to the seniority list as of the date of their hire. Should the employee be laid off or discharged while on probation the employee shall have no claim to be re-hired. Employment as a student shall not be counted towards the probationary period. It is recognized that the probationary period is a period during which the Company has the right to assess an employee and determine whether he/she is suitable for employment. Therefore, during the probationary period the Company shall have the right to discharge an employee without just cause provided the discharge was not arbitrary, discriminatory or in bad faith.

**10.03** In the case of demotion, upgrading, reclassification or transfer of an employee, seniority shall be the governing factor, provided the employee has the skill and ability. The Company may from time to time, move an employee who is not the least senior qualified employee. Where the Company does not move the least senior employee who has the skill and ability, the Company will advise the Union and provide an explanation.

**10.04** Any student employed past forty-five (45) working days will be entitled to Statutory Holiday Pay. Students engaged during their summer vacation periods shall not accumulate seniority, unless they are subsequently employed by the Company on a full time basis at which time the provisions of 10.02 will apply.

**10.05** Employees transferred to positions outside the bargaining unit and later returned to the bargaining unit shall retain their seniority as of the date they left the bargaining unit, but shall not accumulate seniority while in a position outside the bargaining unit.

For job posting, layoff and recall only, seniority for those returning from an excluded position to a bargaining unit position shall be the latest date of entry to the bargaining unit.

**10.06** For purposes of layoff, recall and bumping only, Union Representatives shall be deemed to hold greater seniority than other employees in the bargaining unit.

**10.07** In the event an employee loses seniority as a result of imprisonment for up to one year, in connection with an offence arising out of the operation of a motor vehicle, the provisions

governing loss of seniority, and the employee's seniority shall be reinstated. This provision shall be available on a one-time basis, for employees with one or more year's seniority.

**10.08** Employees who have acquired seniority prior to June 2, 2005 and are laid off will retain and continue to accumulate their seniority for a period of the greater of eighteen months or the seniority acquired by the employee at the time of lay off up to a maximum of five years, unless their seniority is lost under any of the following conditions.

Employees who have acquired seniority after June 2, 2005 and are laid off will retain and continue to accumulate their seniority for a period equal to the seniority acquired up to a maximum of 24 months, unless their seniority is lost under any of the following conditions.

**10.09 Seniority will be lost if an employee**

- a) resigns,
- b) is discharged for just cause and the discharge is not revoked through the grievance or arbitration procedure,
- c) is absent for three consecutive work days without notification to the Company within the period, unless the employee furnishes the Company with a satisfactory reason,
- d) who has attained seniority prior to June 2, 2005 and who is absent due to lay off for a continuous period in excess of the greater of eighteen months or the seniority acquired by the employee at the time of layoff up to a maximum of five years,
- e) who has attained seniority after to June 2, 2005 and who is absent due to lay off for a continuous period in excess of the seniority acquired by the employee at the time of layoff up to a maximum of two years,
- f) fails to return to work within five days immediately following the date a notice of recall was sent to the employee by registered mail to the employee's last address according to Company records, unless the employee furnishes the Company with a satisfactory reason for his/her failure to report. It shall be the responsibility of the employee to keep the Company informed at all times of his/her current address and telephone number,
- g) fails to return to work upon the expiration of a leave of absence unless prevented from doing so by cause beyond the employee's control.

**ARTICLE 11 - LAYOFF AND RECALL**

**11.01 Layoff**

When it is necessary to reduce the work force, the procedure shall be to layoff on the basis of plant wide seniority except for those provisions described in 11.02. Probationary employees will be laid off first, followed by those on the seniority list with the least seniority. The foregoing will apply provided that the remaining employees are willing and have the necessary skill, ability and experience to perform the remaining work.

When a layoff is known or expected to exceed four weeks and an employee may be displaced out of line of seniority based upon the skill, ability and experience provisions of this agreement, the Company will provide the employee(s) with training and opportunity, to become qualified.

**11.02 Exceptions**

The Company and the Union recognize that certain jobs within the plant require a high degree of skill and experience and involve a lengthy training period. These jobs (listed below) will be considered as "protected jobs" and employees holding these positions are not subject to displacement by higher seniority people.

Maintenance Mechanics, Millwrights & Apprentices  
Mechanics Helper  
Group Leaders



For Mechanics Helper and Group Leaders only, where the layoff is anticipated to effect more than one half of the employees in the bargaining unit, this Article shall not apply and layoffs shall be carried out in accordance with Article 11.01.

For clarification, Maintenance Mechanics & Millwrights and Apprentices will be laid off and recalled in order of seniority amongst only this group of employees. Apprentices shall be the first to go on layoff.

**11.03 Job Placement**

By changing from departmental layoff and recall to plant-wide layoff and recall, the Company and the Union recognize that when a layoff occurs, certain jobs will become open in areas where no work shortage exists. Subject to the other provisions of this Article 11 and Article 16, these jobs will be filled by transferring employees from within their own departments and from other departments within the plant. The decision as to which employee will be transferred to which job will be the responsibility of the Company. Decisions made by the Company shall be subject to appeal by the Union. The Company will try, in all cases to transfer employees so that no loss in pay will result. It is agreed and understood that this may not be possible in all transfers. Where it is not possible to transfer an employee to a similar paying open job, the employee will transfer to the next lower paying job provided that the employee has the necessary skill, ability and experience to perform the job.

Where there is more than one person to transfer and skill, ability and experience are equal, the lower seniority person will transfer to the lower paying open job.

**11.04 Recall**

- a) From time to time, jobs are created due to a necessary increase in production. These jobs will be filled both from within the plant and those employees on layoff. The Company will see that the most senior employee laid off will be the first re-called provided he/she is willing and has the necessary skill, ability and experience to perform the work. When a recall is known or expected to exceed four weeks and an employee may be recalled out of line of seniority based upon the skill, ability and experience provisions of this agreement, the Company will provide the employees(s) with training and opportunity, to become qualified.
- b) When an employee is recalled from a layoff of a duration of less than or equal to 13 weeks the employee will be placed in the position from which they were laid off and the employee in that position will be bumped back to the position they occupied prior to the layoff resulting in their initial displacement and so forth until displaced employee's have been returned to their previous position. In the event that an employee's previous position is no longer available (ex. reduced) the employee will exercise his/her rights in accordance with Article 11.07. This Article 11.04(b) may not be utilized if it will cause a significant disruption to the Company's operations. In this case 11.03 will apply.

**11.05 Temporary Layoff**

When it becomes necessary to layoff employees for two working days or less, due to shortage of work on their jobs, it will be the responsibility of the Company to try and place those employees affected into other jobs of a temporary nature. If it is not possible to place all the employees affected, those employees will be laid off without regard to seniority for a period not to exceed two working days. No employee shall be laid off without regard to seniority for more than a total of five working days in any contract year. Employees shall be given at least twelve hours notice of temporary layoffs.

**11.06** Exceptions in the application of Article 11.01 - 11.07 may be made by mutual agreement of the parties to this Agreement and without prejudice to either party.

**11.07** An employee given notice of layoff or who is removed from his/her current position due to a reduction in work may elect the following procedure:

- a) The employee given notice of layoff, and who may have other options under this article, may elect to accept a voluntary layoff for a limited period of time not to exceed a total of 13 weeks. If at the end of 13 weeks the employee is still on layoff and if the employee has more seniority than the lowest seniority person still on active duty then the company shall recall the employee who will then exercise his/her rights under the provisions of Article 11.07. In the event that more than one employee volunteers for a voluntary layoff within a given classification on the shift the most senior employee shall be laid off.
- b) The employee given notice of layoff or removed from their current position may use his/her seniority to displace a less senior employee within the classification on any shift.
- c) In the event there is no vacancy on his/her shift an employee may displace another employee with less seniority on any shift, provided he/she has the skill and ability to perform the job.
- d) If the employee is not the least senior employee on his/her shift, and is unable to displace a less senior employee on his/her shift, then the employee will be placed and trained on a job on his/her shift and the employee with the least seniority on the shift may be moved off the shift.
- e) The employee displaced according to the above procedure (d) by the senior employee who was given notice of layoff or bumped may displace a less senior employee according to the procedure in (d) above.
- f) Where an employee is laid off due to the elimination of the entire shift, then that employee may use his/her seniority to displace the lowest seniority person on any shift.

**Note:**

- 1) Displacement will be limited to a maximum of two, including the least senior on the shift.
- 2) Skill and ability, as used in (c) above, means that the employee has performed that job satisfactorily.

**ARTICLE 12 - HOURS OF WORK**

**12.01** The normal work week shall consist of forty work hours for all shifts. Starting and stopping times shall be by consent of the parties to this Agreement. The normal week shall consist of five workdays, Monday through Friday.

**12.02** Each employee on the first, second and third shift shall be allowed a thirty-five minute paid rest periods in each normal workday.

Rest periods may be taken consecutively if mutually agreed by the Company and the Union.

**12.03** Hours worked in excess of the regular shift hours in the normal workweek shall be paid at the rate of time and one-half. With the exception of emergency plant maintenance, not less than two hours notice of such requirement will be given. For Saturdays and holidays, not less than twenty-four hours notice of such requirement will be given. Hours worked on Saturday shall be paid at the rate of time and one-half. Hours worked on Sunday shall be paid at the rate of double time. Hours worked on any Paid Holiday specified in this Agreement shall be paid at the rate double time, in addition to the prescribed pay for the holiday.

**12.04** The Union recognizes the problems of distributing overtime in a factory operation composed of a wide variety of product lines, production processes and job occupations. To the extent practicable under these circumstances, the Company will distribute overtime fairly among the employees who regularly perform the work to be done. The Company agrees to maintain a record of overtime hours worked.

Overtime hours worked shall be posted by department. The overtime hours posting shall be updated weekly.

**12.05** An employee reporting for work on instructions of the Company, but for whom no work is available at the employee's regular occupation, shall be offered at least four hours employment in other work at the employee's regular rate of pay; or at the Company's option shall be paid for four hours at the employee's regular rate of pay in lieu of the four hours employment.

This provision shall not apply when the lack of work is due to a labour dispute or other conditions beyond the control of the Company.

**12.06** An employee who has left the premises and is then called for emergency duty shall be paid for a minimum of four hours at the applicable overtime rate.

**12.07** Employees who are injured as a result of an industrial accident during working hours and are sent home shall receive pay at their regular straight time rate for the balance of the shift on which the accident occurred.

**12.08** Employees who are subpoenaed by the Crown to court shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night premium) the employee otherwise would have earned by working straight time hours on that day and the daily fee paid by the court (not including travel allowances or reimbursement of expenses) for each day in the normal work week on which the employee otherwise would have been scheduled to work for the Company.

In order to receive payment, an employee must give the Company prior notice that the employee has been subpoenaed by the Crown and must furnish satisfactory evidence that the employee reported to court on the days for which the employee claims payment.

#### **ARTICLE 13 - PAID HOLIDAYS**

**13.01** Employees shall be paid for the following holidays provided they meet all of the eligibility requirements:

Good Friday	Canada Day	Labour Day
Victoria Day	Civic Holiday	Thanksgiving Day

In the first contract year, the Company agrees to a paid Christmas shutdown period starting at 11:30PM Wednesday December 23, 2020 and ending at 11:30PM on Sunday January 3, 2021.

In the second contract year, the paid Christmas shutdown period will start at 11:30PM Thursday December 23, 2021 and end at 11:30PM on Saturday January 1, 2022.

In the third contract year, the paid Christmas shutdown period will start at 11:30PM on Friday December 23, 2022 and end at 11:30PM on Monday January 2, 2023.

**13.02** To be eligible for holiday pay, the following will apply:

- a) The employee has established and holds seniority as of the date of the holiday.
- b) The employee would otherwise have been scheduled to work on the day if it had not been observed as a holiday, except if the holiday should be observed on a Saturday or Sunday.
- c) The employee has completed their regularly assigned shift immediately prior to and following the holiday.

**13.03** Notwithstanding the foregoing, employees with the necessary seniority who have been laid off in a reduction of the work force or who have gone on sick leave or who have been granted a leave of absence or who have been absent due to extenuating personal reasons acceptable to the Company, during the work week prior to the week in which the holiday falls, the work week in which the holiday falls, or the work week immediately after the week in which the holiday falls,

shall receive pay for the holiday(s). In addition, employees who are on sick leave but works within seven calendar days of a holiday shall receive pay for the holiday.

**13.04** Subject to 14.03 (f), when one of the above paid holidays falls within an employees approved vacation period and he/she is absent during his/her regularly scheduled work week because of vacation, he/she shall have the option of being paid for the holiday or receiving a day off at a time to be mutually agreed upon.

**13.05** Employees eligible for holiday pay under these provisions shall receive their regular day's pay, at their regular straight time hourly rate exclusive of overtime premiums including any shift premiums.

#### **ARTICLE 14 - ANNUAL VACATIONS**

**14.01** In order to cause as little disturbance as possible in the operation of the plant, bearing in mind that only a limited number of employees can be on vacation at one time, the Union agrees that the paid vacation period for each employee eligible will be decided by his/her department head and the Plant Manager. The Company will make a sincere effort to grant vacations at the time desired by the employee giving the longest service employees preference.

**14.02** Should it be possible and advantageous to close the plant for either a one or two-week period, the Union agrees that all employees eligible for vacation at that time will take their vacation provided their services are not required for particular kinds of work. The Company shall give the Union not less than two months notice of the time during which the Company proposes to close the plant for a one or two week period.

**14.03** As used in this Article 14, the following shall apply:

- a) The "eligibility date" for vacation with pay shall be April 30th of each year.
- b) The "qualifying period" shall be the fifty-two (52) complete pay periods immediately preceding the eligibility date.
- c) The "vacation year" shall be the fifty-two (52) complete pay periods immediately following the eligibility date.
- d) "Minimum hours" shall mean a total of eleven hundred (1100) hours including hours paid for plant holidays not worked and hours that an employee is absent due to approved WSIB leave.
- e) "One week's vacation pay" shall mean the employees regular week's pay, exclusive of overtime premium and two week's, three week's, four, or five week's vacation pay shall be computed accordingly.
- f) All employees must take their vacations earned in the qualifying period during the vacation year. Unused vacation cannot be carried forward to the following vacation year.
- g) All employees will receive their vacation pay for each scheduled vacation on the pay day for the pay period in which the vacation falls. The balance of any remaining vacation pay will be paid on the first pay day in May. Those employees who are on STD will have all vacation pay paid as soon as practical upon return to work.

Everyone will be allowed to take at least two consecutive weeks starting the last week of June through to the end of August. Remaining vacation entitlement will be distributed on the basis of departmental seniority in accordance with the Collective Agreement.

Should a paid holiday fall within an employee's vacation period then that employee shall have the option to take the paid holiday only on the first work day immediately following the vacation or at any time upon mutual agreement outside of the core period from the last week of June to the end of August.

An employee, who begins an approved STD leave which would extend into a scheduled vacation, including a designated plant shutdown period, will have the vacation cancelled and subsequently rescheduled to a later period within the vacation year that is mutually agreed by the employee and the Company.

An employee, who, while on vacation, becomes ill or injured, will have the right to cancel his/her vacation and be placed on STD leave. The employee will have the equivalent number of vacation days lost due to approved STD leave, rescheduled to a later period within the vacation year that is mutually agreed by the employee and the Company.

**14.04** Employees shall be granted annual vacations with pay, in amounts governed by their seniority, according to the following schedule:

- a) An employee with less than one year's seniority shall be entitled to one week's vacation with pay to 4% of his/her total earnings in the qualifying period.
- b) An employee with one but less than five year's seniority who has worked the minimum hours shall be entitled to two weeks vacation with two week's vacation pay. If the employee has worked less than the minimum hours, his/her vacation pay shall be 4% of his/her total earnings in the qualifying period.
- c) An employee with five but less than ten year's seniority who has worked the minimum hours shall be entitled to three week's vacation with three week's vacation pay. If the employee has worked less than the minimum hours, his/her vacation pay shall be 6% of his/her total earnings in the qualifying period.
- d) An employee with ten but less than twenty year's seniority who has worked the minimum hours shall be entitled to four week's vacation with four week's vacation pay. If the employee has worked less than the minimum hours, his/her vacation pay shall be 8% of his/her total earnings in the qualifying period. Employees with four weeks vacation entitlement may take them consecutively in accordance with our current vacation policy.
- e) For those employees hired prior to June 2, 2005 only, an employee with twenty or more year's seniority who has worked the minimum hours shall be entitled to five week's vacation with five week's vacation pay. If the employee has worked less than the minimum hours, his/her vacation pay shall be 10% of his/her total earnings in the qualifying period. Employees with five weeks vacation entitlement may take them consecutively in accordance with our current vacation policy.
- f) For those employees hired prior to June 2, 2005 only, an employee with thirty or more year's seniority who has worked the minimum hours shall be entitled to six week's vacation with six week's vacation pay. If the employee has worked less than the minimum hours, his/her vacation pay shall be 12% of his/her total earnings in the qualifying period.

**14.05** Employees whose employment terminates because of resignation or discharge shall be paid vacation pay computed as a percentage of their total earnings from the start of the applicable qualifying period to the date of employment termination. The percentages shall be:

- o 4% for employees with less than five years seniority;
- o 6% for employees with five but less than ten year's seniority;
- o 8% for employees with ten but less than 20 year's seniority;
- o 10% for employees with twenty or more year's seniority.

Effective June 2, 1992, the percentage shall be 12% for employees with thirty or more years seniority.

Employees who retire shall be entitled to full vacation pay if they have worked the minimum hours in the qualifying period prior to retirement.

For employees hired after June 2, 2005 the maximum entitlement is 8% as computed by this paragraph.

**14.06 Vacation Scheduling – 11 Week Summer Vacation Period**

Employee vacation request forms will be distributed by March 1<sup>st</sup> of each year. Employees will return the form to the Company by no later than March 15<sup>th</sup>. Those employees who are going to be absent at the time of the canvassing must ensure that their preference, if any, is submitted in writing to the Company prior to the end of the canvassing period. Employees will be notified by the Company during the first week of April whether or not the vacation request has been approved. The Company will make every reasonable effort to accommodate all requests for vacation time. When unable to grant all requests, the Company will approve vacation based on seniority, provided the employees remaining are capable of performing the work required and the required deadline for application has been met. Vacation request forms that are not returned by the March 15<sup>th</sup> deadline will be given last preference regardless of seniority. Requests can only be by weeks as listed in the annual vacation posting, requests for single days for special circumstances or where feasible will be considered. Cancellations are not normally allowed for the special vacation periods and no changes are allowed after the vacation is scheduled. When extenuating circumstances occur, an employee may submit a request for change which will be considered by the Company.

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.01** Upon request, the Company will grant a leave of absence without pay for a period not to exceed eight calendar days to an employee who is being married and shall grant up to eight calendar days leave without pay for compassionate reasons. The Company may, at its discretion, grant other leaves of absence without pay for employees' personal reasons. Leaves of absence shall not constitute a break in service. Should the Company be unable to grant all leave of absence requests at a given time, seniority by department shall be taken into account. Leaves of absence arising from sickness or physical disability, including Workers' Compensation cases, shall not constitute a break in service but the Company shall have the right to require an employee on such leave, with the exception of Workers' Compensation cases, to be examined by a doctor appointed by the Company, if and when the Company deems the action warranted.

**15.02** Upon receipt of a written request from the Union, the Company will grant leave of absence without pay to designated employees for the purpose of attending Union conventions, provided that not more than four employees be on Union leave at one time and that not more than a total of sixty days leave be granted for this purpose in any twelve month period. Union leaves of absence shall not constitute a break in service.

**15.03 Pregnancy and Parental Leave**  
Refer to the Employment Standards Act.

**15.04 Bereavement Leave**  
In the event of the death of an immediate relative, leave of absence of three consecutive workdays immediately following the bereavement will be granted the bereaved employee. "Immediate relative" shall mean the employee's mother, father, spouse, including established common-law spouse, son, daughter, grandchild, grandfather, grandmother, brother, or sister, mother-in-law, father-in-law, daughter-in-law and son-in-law. Where the word "relative" is used in this section, it shall be construed as including "step relative".

In the event of the death of an uncle, aunt, niece, nephew, brother-in-law, sister-in-law, grandparent of current spouse, the bereaved employee will be granted one day's leave in order to attend the funeral or a memorial service during the normal work week together with up to one additional day immediately preceding or following if required for travel, where the service is more than five-hundred kilometers (500km) away from the Employee's residence.

For bereavement leave of absence, the bereaved employee shall be paid his/her straight basic rate, exclusive of overtime premium but including shift premiums, for the scheduled hours he/she would normally work during the leave of absence.

An employee may be requested to provide a copy, to the Company, of the death certificate and/or proof of attendance at the funeral.

The Employer will allow employees to defer and/or split a portion of their bereavement leave to attend a funeral, celebration of life, memorial, or other service that would otherwise fall outside of the original, consecutive days of bereavement. The Employer reserves the right to request reasonable evidence from the Employee that they are attending a funeral, celebration of life, memorial, or other service.

- 15.05** Employees will be granted a one day unpaid leave of absence for moving as long as they provide a minimum of one week written notice to their supervisor.

#### **ARTICLE 16 - JOB POSTINGS**

- 16.01** Any permanent initial position that is required to be filled shall be posted on the bulletin board in the cafeteria for at least three (3) working days. A permanent job shall be one that the Company believes will continue or does continue for a period exceeding forty-five (45) work days. Jobs will be protected for those ill or on leave of absence for up to six months or as provided for under Maternity and Parental Leave. There will be no temporary posting for such jobs.

In the event that the posting is filled by an employee who is on the dayshift then the opening created through the transfer of that employee will be offered to the most senior employee working on the off shift. If this employee refuses the job then it will be offered to the remaining off shift employees, in order of seniority, until the job is accepted. Any opening created through this process shall be filled in accordance with Article 11. In the event that there are no applicants willing to accept the position it will be filled in accordance with Article 11.03.

The Company shall maintain a list of preferred shifts and jobs (maximum of 2) for all employees for potential 2nd and 3rd shift openings and this list will be updated annually. As openings occur on these shifts the Company will fill these positions and wherever possible give senior employees preference for those openings. It is understood that for legitimate reasons it may not always be possible to satisfy all preferences. In the event the most senior employee will not be given his/her preference, the Company will notify the Union and provide the reasons why seniority preference could not be satisfied. Decisions made by the Company shall be subject to appeal by the Union.

- 16.02** Written applications for the job shall be selected on the basis of seniority and ability. The decision as to which applicant will be accepted will be made by the Company. In the event that an unaccepted applicant does not agree with the Company's decision, the employee has the right to file a grievance under the regular grievance procedure.
- 16.03** It is agreed that the temporary period worked will not be considered as a qualification in the selection of an employee.
- 16.04** An employee selected for a job under this Article shall not be eligible to re-apply for a period of three months unless mutually agreed to by the Company and the Union.
- 16.05** An employee selected for a job under this Article shall be granted a three-day orientation period at the new job during which time the employee shall have the right to return to their former job.
- 16.06** Should there be no acceptable applicants; the Company will fill the job from other sources with preference being given to current employees.

**16.07** All transactions will be completed within forty-five (45) work days. This period may be extended by the written mutual agreement of the Company and the Union.

#### **ARTICLE 17 - MISCELLANEOUS**

**17.01** The Company will reimburse an employee for the cost of safety shoes which the Company requires to be worn up to a maximum of \$125.00 annually upon the provision of receipt by the employee.

**17.02** The Company will provide a bulletin board in a mutually satisfactory location for the posting of Union notices which must be approved by the Human Resources Department before being posted.

**17.03** Non bargaining unit personnel shall not perform any work normally done by bargaining unit employees to the extent that it would result in loss of pay for any employee.

**17.04** Maintenance Mechanics and Millwrights will receive up to \$315.00 a year for tool replacement or upgrade. Upon completion of their apprenticeship, Maintenance employees will receive \$315.00 towards purchase of tools.

**17.05** The Company will provide safety prescription glasses if required by the Company and will replace such glasses if they are broken or damaged on the job.

**17.06** **Health and Safety**

The Company and the Union will co-operate to the fullest extent reasonably possible toward the prevention of accidents and the promotion of safety and health of the employees of the Company as set out in the Occupational Health and Safety Act.

The Company will make adequate provision for the safety and health of all employees during the hours of employment. The Company and the Union will make every effort to comply in a timely manner with all legislation pertaining to occupational health and safety. When introducing new equipment or significant changes to existing equipment, the Company will solicit input from qualified production operators and the Health and Safety Committee.

The parties agree that the Safety Committee will have two members from the Company and two members from the Bargaining Unit. The committee will:

- 1) Promote compliance with the applicable legislation.
- 2) Tour the plant to check on health and safety hazards.
- 3) Designate a Union Committee member to be present at the investigation of all accidents and provide a summary to the committee.
- 4) Meet once a month or as required and make recommendations to management on any health and safety hazards.
- 5) The committee will recommend a training program when corrective action is required on employee health and safety matters.

The Company will provide the committee with information on hazardous substances in the workplace.

Protective devices and other equipment in accordance with the Occupational Health and Safety Act will be supplied by the Company. The Safety Committee will be advised of such equipment and the terms and conditions under which they are to be used.

A member of the National Union Health and Safety staff shall have access to the workplace upon request of the Safety Committee. The Company is to be advised of the request.



Safety training will be carried out by a qualified Unifor Instructor together with Company personnel. For in-plant training the Safety Committee members will be paid for lost time and expenses. Out of plant training will require the Company's prior approval.

The government does have programs and trainers available. If it is more expedient and accessible, the parties agree to use Unifor trainers and facilities.

The Company will provide a locked filing cabinet for bargaining unit committee members for storage of their Health & Safety correspondence.

**17.07 Orientation**

Within two weeks of the hiring date of a new employee, the plant chairperson shall be notified of such hire and the employee shall attend a meeting in the Human Resources Department and be advised of all of the conditions of employment, the benefits and the details of coverage, the fact that a Union represents the employees and the requirements in respect to union dues, the department in which the employee will work, and the shift schedule applying to them. The employee will be given a copy of the Collective Agreement between Unifor and Wenzel International Inc., Croven Crystals.

At the close of such interview, the employee shall be introduced to the plant chairperson who in turn will be given fifteen minutes during working hours to speak to the employee and to introduce the employee to the shop steward involved.

**17.08** The Company will provide and distribute collective agreements.

**17.09 Substance Abuse**

The Company and the Union recognize that alcohol and drug addiction are illnesses that can be treated. An individual who commits him/herself to a rehabilitation program will not have his/her job security jeopardized by making this commitment.

Diagnosis of alcoholism and drug abuse should be left to those professionally qualified to do so. Medical records of individuals with drug and alcohol abuse problems will be kept confidential. An employee committed to a rehabilitation program will receive sickness/accident benefits while on the program.

The Company and the Union agree to periodically monitor the structure and effectiveness of the programs and if necessary, take steps to develop a more meaningful program.

Nothing in this statement is to be interpreted or construed as a waiver of management's right to maintain discipline in any case of misconduct which may result or be associated with the use of alcohol and drugs.

**17.10 Data To Be Supplied To The Union**

The Company will supply the Union Chairperson and Local Union Financial Secretary with the following information at the end of every month, (unless otherwise requested by the Chairperson or his/her designate),

1. Employees who acquire seniority.
2. Employees by rate with work codes.
3. Employees transferred into or out of the bargaining unit. (The Company will notify the Union Chairperson within one week of a transfer).
4. Employees on leave of absence.
5. Employees on Sickness and Accident and Compensation on the date of occurrence.

6. Layoffs and recalls. (The Company will provide the Union Chairperson with written notice of impending layoffs or recalls as soon as the Company is aware of such layoffs or recalls).
7. Employees who have lost seniority.
8. Employees who are discharged.
9. Names, addresses and postal codes of all retired and active employees.

In addition, the Employer will provide the Union with e-mail addresses for active employees who have provided their e-mail address to the Employer. The Employer will not provide e-mail addresses for retirees or those employees who have not provided their address to the Employer.

10. The Company will provide the Union with written notice of any employees transferred to different jobs or different shifts for more than one week. (The Company will notify the Union Chairperson within one week of a transfer)

#### **ARTICLE 18 - GROUP INSURANCE**

**18.01**

There shall be a Group Insurance Plan underwritten by a Life Insurance Company which will provide, subject to the terms and conditions of the Plan, the following benefits for employees other than those who are in the Maintenance Department on the effective date of this Collective Agreement and who are covered under a different benefit schedule. Details of the different benefit schedule are set forth in a memorandum of Agreement between the parties which becomes part of this Collective Agreement. The Company reserves the right to change insurance carriers; however the coverage amounts and the eligibility for benefits shall not be changed or modified during the life of this agreement except by negotiation and the mutual agreement of the parties. When requested by an employee, the Company will provide a copy of the benefit plan handbook.

Life Insurance, Accidental Death and Dismemberment Insurance Maximum is \$45,000.00.

The Company will provide a \$1,000.00 Life Insurance policy for those retiring after June 1, 1993 to age 70.

The Company shall continue to provide weekly Sickness and Accident Indemnity commencing with the first day in the case of accident or hospitalization (including surgical out patients) and the eighth day in the case of sickness and continuing for a maximum of 26 weeks which shall be two-thirds of normal wages subject to the maximum benefit provided by the Unemployment Insurance Commission. It is understood and agreed that any and all rebates resulting from the increased benefit will flow to the Company. Income Tax will be deducted from all Sickness and Accident payments. The premiums covering the cost of the Group Insurance Plan shall be borne by the Company. New employees hired in the Maintenance Department after June 2, 1980 shall receive the above benefits.

The following benefit premium co-pay progression shall be applicable for any new full time employees (excluding skilled trade employees) hired on or after June 2, 2008 upon completion of the appropriate number of hours worked:

	<b>Employee Benefit</b>
<b>Completion</b>	<b>Premium Co-Pay (%)</b>
Date of Hire	30.0
1500	22.5
3000	15.0
4500	7.5
6000	None

**18.02**

The Company shall continue to provide benefits under an Extended Health Care Plan. Details are set forth in a brochure issued to each employee. The Company will pay the whole premium

cost. Effective January 1, 2012, physiotherapy will be capped at \$2,000.00 per calendar year, per eligible employee and dependents.

- 18.03** The Company shall continue to provide benefits under a basic preventative Dental Care program. Details are set forth in a brochure issued to each employee. The Company will pay the whole premium cost.
- 18.04** The Company shall continue to provide benefits under a Vision Care Program which will provide a maximum benefit of \$350.00 including the cost of routine eye examinations in any two consecutive years for the life of this Agreement. Those employees and/or dependents who are covered by OHIP for the cost of routine eye examinations will receive a maximum benefit of \$305.00. An employee may use this benefit for the purchase of prescription glasses, prescription contact lenses or laser eye surgery. The Company will provide for children under 14 years of age to have coverage every twelve months or a prescription change. The Company may self-insure this benefit.
- 18.05** The Company will continue to provide benefits under an Orthodontic and Denture Care Program which will provide an annual maximum of \$1,000.00 on a 50% coinsurance basis. Details are set forth in a brochure issued to each employee. The Company will pay the whole premium cost.
- 18.06** The Company will reimburse employees for medical doctors notes which are requested or required by the Company and satisfies the Company's requirements.
- 18.07** Company benefits will commence for seniority employees recalled from layoff on their return-to-work date. In the case of an employee laid off, benefit coverage shall continue for the month following the month of lay off. In the case of a temporary recall of 20 work days or less, benefit coverage shall continue to the end of the month of lay off.

Company benefit coverage will cease as at the employee's termination date; and at the end of the month in which an employee has exhausted twenty-six weeks continuous sick leave.

In the case of employees who qualify for premium waiver under the Group Life Insurance Coverage subsequent to June 1, 1988, the Company will continue to pay the Extended Health Care premiums as long as such employees remain disabled or until they reach age 65.

Employees going on leave of absence, other than sick leave, for one full calendar month or more will be required to pay the full monthly cost of their Extended Health Care Plan and Dental Plan during such leave.

#### **ARTICLE 19 - PENSIONS**

- 19.01** Effective June 2, 2006 the Company shall provide a benefit level of \$27.00/month/years service.

The following credited service progression shall be applicable for any new full time employees (excluding skilled trade employees) hired on or after June 2, 2008 upon completion of the appropriate number of hours worked

<b>Completion</b>	<b>Credited Service (%)</b>
Date of Hire	70.0
1500	77.5
3000	85.0
4500	92.5
6000	100.0

Either Canada Pension Plan qualification or a medical assessment acceptable to the Company will be used in determining eligibility for Disability Pension.

**19.02** The company will pay to each employee who retires under the provisions of the Pension Plan (normal or early retirement), a Retirement Allowance in the amount of \$2,500.00. In addition to this amount, an employee shall receive \$100.00 for each year or partial year of service. To be eligible to receive the retirement allowance, an employee must give at least 2 months notice of their intention to retire. Should there be extenuating circumstances that does not allow the employee to give the minimum notice; the company will at its discretion allow the employee to qualify. This provision shall also apply to any employee who quits or resigns if they have reached the age of 60 years and have had a minimum of 10 years service and they elect to not begin to draw their pension.

The Company will pay the monies directly into a RRSP of the employees choice, provided the employee gives written authorization to the Company at least 21 days prior to his/her retirement date and subject to the Income Tax Act.

#### **ARTICLE 20 - SHIFT PREMIUMS**

**20.01** Employees working on the second shift shall be paid a shift premium of fifty cents per hour and employees working on the third shift shall be paid a shift premium of sixty five cents per hour.

#### **ARTICLE 21 - EDUCATION LEAVE**

**21.01** The Company shall contribute two (2) cents for each straight time hour worked for purpose of the C.A.W. Education Fund.

#### **ARTICLE 22 - JOB CLASSIFICATION**

**22.01** Jobs shall be classified and assigned to Rate Codes as set forth in Appendix "A" which forms part of this Agreement.

**22.02** A Group Leader is defined as being capable of performing any operation of any employee under his or her supervision. A Group Leader shall be paid at the regular rate code of 109 but in the absence of the immediate supervisor will be paid at the rate code of 109GPC. If the immediate supervisor is absent for more than two (2) hours the Group Leader shall be paid for the entire absence.

#### **ARTICLE 23 - WAGE RATES**

**23.01** On the effective date of this Agreement wage rates shall be in accordance with Appendix "B" which forms part of this Agreement.

**23.02** All wage rates as set forth in Appendix "B" include the following increases:

- (i) June 2, 2020 – \$0.70
- (ii) June 2, 2021 – \$0.40
- (iii) June 2, 2022 – \$0.40

Rate code 110 shall receive an additional \$0.10 to the increases above.

**23.03** Job Classifications and rates of pay are as set out as per Schedules "A" and "B" attached, subject to Article 12.03, it being acknowledged that job classifications are solely a Management function provided that it is agreed that the rates of pay applicable to classifications which are new or reasonably different from those set out in this Agreement shall be discussed to allow input into the rate prior to determination.

#### **ARTICLE 24 - PLANT CLOSURE**

**24.01** The following shall apply in the event that the company intends to cease operations (closure or partial closure) and will also be applicable to any individual that has been deemed to be permanently laid off. All employees will receive up to 8 weeks notice or pay in lieu of notice in the event of closure or partial closure; or the equivalent listed in the Employment Standards Act

of Ontario. All employees will receive one regular weeks pay for each completed year of employment service with the employer and for each completed month divided by 12 months for a year that is not completed up to a maximum of 26 weeks. Severance pay will be based on the employee's regular 40 hours work week.

**ARTICLE 25 - DURATION**

**25.01** This Agreement shall become effective on June 2, 2020 and shall remain in effect up to and including June 1, 2023. It shall continue from year to year thereafter, unless, not earlier than sixty days or later than thirty days prior to the aforesaid expiration date either party gives written notice of intention to terminate or amend the Agreement. Within twenty days following receipt by either party of such written notice both parties will meet to negotiate a new or amended Agreement.

**ARTICLE 26 - SIGNATORIES**

Signed this 6<sup>th</sup> day of July 2020

FOR

Unifor and its Local 1090

Chad Galbraith

Sharon Frendo-Cumbo

Elizabeth Maloney

Liz Marzari  
National Representative

Corey Dalton  
President, Unifor Local 1090

FOR

Wenzel International Inc., Croven  
Crystals

Luke Mueller  
President

Debra Watt  
Production Manager

Mary Ann Heroux  
Controller

**APPENDIX "A"**  
**Job Classifications**

**RATE CODE 105**

BASE PLATER  
COLD WELD/RESISTANCE WELD SEALING  
ETCH CORRECTION  
ETCH/CLASSIFY/TRAY LOAD  
FINAL TEST SCREENING – STEP 1  
FINAL TESTER  
FREQUENCY PLATE – STEP 1  
Q.A. INSPECTOR – STEP 1  
SHIPPING HELPER

**RATE CODE 107**

BLANK ETCHING OPERATIONS – HFF  
BLANK FABRICATION  
CRYSTAL BANK OPERATOR  
FINAL TEST SCREENING – STEP 3  
FREQUENCY PLATE – STEP 3  
PASTE CRYSTALS  
Q.A. INSPECTOR – STEP 2  
RECEIVER  
SHIPPING OPERATOR

**RATE CODE 106**

BEVEL OPERATIONS  
FINAL TEST SCREENING – STEP 2  
FREQUENCY PLATE – STEP 2

**RATE CODE 108**

MECHANICS HELPER

**RATE CODE 109**

GROUP LEADERS

**RATE CODE 110**

MAINTENANCE MECHANICS & MILLWRIGHTS

**APPENDIX "B"**  
**Wage Scale**

	<b>Rate June 2, 2020 to June 1, 2021</b>	<b>Rate June 2, 2021 to June 1, 2022</b>	<b>Rate June 2, 2022 to June 1, 2023</b>
RATE CODE 105A	\$21.36	\$21.76	\$22.16
RATE CODE 105C	\$21.71	\$22.11	\$22.51
RATE CODE 106A	\$22.15	\$22.55	\$22.95
RATE CODE 106C	\$22.50	\$22.90	\$23.30
RATE CODE 107A	\$22.44	\$22.84	\$23.24
RATE CODE 107C	\$22.79	\$23.19	\$23.59
RATE CODE 107X	\$23.04	\$23.44	\$23.84
RATE CODE 108A	\$23.08	\$23.48	\$23.88
RATE CODE 108C	\$23.43	\$23.83	\$24.23
RATE CODE 109A	\$23.44	\$23.84	\$24.24
RATE CODE 109C	\$23.79	\$24.19	\$24.59
RATE CODE 109GPA	\$23.69	\$24.09	\$24.49
RATE CODE 109GPC	\$24.04	\$24.44	\$24.84
RATE CODE 110A	\$28.11	\$28.51	\$28.91
RATE CODE 110C	\$31.46	\$31.86	\$32.26
RATE CODE 111	\$33.60	\$34.00	\$34.40

- "A" denotes starting rate
- "C" denotes rate after completion of 1000 hours
- Apprentice Maintenance Mechanics & Millwrights for the first 1800 hours:
  - 60% of Journeyman's rate.
 For subsequent time periods and in the following sequence:
  - 1800 hours at 70%
  - 1800 hours at 80%

- 1800 hours at 90% of the Journeyman's rate.

**Wage Progression**

The following wage progression shall be applicable for any new full time employee (except job classification 110) hired on or after June 2, 2008 upon completion of the appropriate number of hours worked. Wage progression shall be as a percentage of the assigned classifications "C" rate.

<b>Completion</b>	<b>Wage (%)</b>
<b>Date of Hire</b>	70.0
1500	77.5
3000	85.0
4500	92.5
6000	100.0

Progression wage increases will become effective on the beginning of the next pay period.

**Red Circle Rates**

Pursuant to the elimination of the job classification Engineering Helper and the consolidation of the work within the job classification of Crystal Bank Operator, it is agreed that the following employees rate be red circled until their employment ceases with the company or they change job classifications.

Elizabeth Maloney	107X
Nancy Kirk	107X

This red circle rate represents a \$.25 premium on the 107C rate and is entitled to any negotiated rate increases. The premium was calculated based on the \$1.00 rate difference of rate codes 109C and 107C paid for 10 hours per week amortized over a 40 hour work week. This red circle rate is limited to the employees listed above and no other employee will be eligible for this rate code should they post into this job classification.

**Minimum Wage 'Escalator' Clause**

In the event that the Ontario 'Minimum Wage' increases, the Employer agrees to adjust any and all wage rates in the Collective Agreement to ensure that all Bargaining Unit Members are paid a minimum of \$0.50/hour above 'Minimum Wage'.

**Ratification Bonus**

The Employer agrees to pay a one-time ratification bonus of five-hundred dollars (\$500) to each employee who is employed at the date of ratification of this agreement.

The company agrees to make this payment within thirty (30) calendar days. For employees who are on a leave of absence, this payment will be paid upon their return to work.

**APPENDIX "C"**  
**Temporary Part Time Employees**

The parties agree that management may utilize temporary part time employees (TPT). No TPT employee shall be employed in the event that any member of the bargaining unit is on layoff.

Temporary part time employees will normally be scheduled to work as follows:

- a) During periods of increased order activity that require specific temporary manpower requirements to meet our customer's product schedules.
  - b) To cover extended leaves of absence or vacation periods.
1. Temporary part time employees will not displace regular full time employees.
  2. The Company may discontinue the use of a temporary part time employee at any time.
  3. Temporary part time employees shall receive 70% of the starting base rate of the classification as stipulated in Appendix "B" and union dues will be deducted subject to Article 7.02 of the Collective Agreement.
  4. Temporary part time employees are entitled to vacation pay under existing law.
  5. Temporary part time employees will not be entitled to any Company paid or sponsored benefit programs during employment with the Company as a temporary part time employee.
  6. If at any time on or before the end of their period of employment a temporary part time employee applies for and is hired as a full-time employee, they will immediately be considered a new hire and will be required to serve the probationary period described in Article 10.02. Upon satisfactory completion of their probationary period, the seniority date will be the date the employee was hired as a full time employee.
  7. No TPT employee shall be employed for more than 1000 hours in any consecutive nine month period.
  8. When hiring TPT employees the employer shall give first consideration to referrals made by regular full time employees.
  9. Any full time employee who may be transferred as a result of the hiring of a TPT employee shall be transferred in accordance with Article 11.03; but in no case shall a full time employee's shift be changed.
  10. No TPT employee shall be given work that comprises a full time employee's complete position without first offering it to any full time employee currently in that position on any shift.
  11. No TPT employee shall be offered overtime work unless it has been offered and refused by all eligible full time employees in accordance with the current overtime policy.
  12. At no time shall the number of TPT employees actively at work exceed 50% of the current full time employees.
  13. The Company agrees that this Appendix "C" will not be administered in a manner that would prevent the hiring of full time employees when necessary. (For greater clarity the Company will not enter into a practice of TPT dismissal followed by TPT hiring to avoid the hiring of full-time employees.)