



LABOUR AGREEMENT

By and Between

TENCORR PACKAGING INC.

And



**UNIFOR
LOCAL 333**

December 1, 2023 to November 30, 2027

INDEX

Article 1	Purpose	3
Article 2	Recognition	3
Article 3	Union Security	3
Article 4	Union Representation	4
Article 5	Management's Rights	4
Article 6	No Strikes or Lockout	5
Article 7	No Discrimination and Intimidation	5
Article 8	Seniority	5
Article 9	Job Posting	6
Article 10	Grievance Procedure	7
Article 11	Arbitration	8
Article 12	Disciplinary Procedures	9
Article 13	Leave of Absence	9
Article 14	Bereavement	10
Article 15	Jury Duty or Crown or Subpoenaed Witness Duty	10
Article 16	Hours of Work	11
Article 17	Overtime	11
Article 18	Wages	12
Article 19	Paid Holidays	13
Article 20	Vacation with Pay	14
Article 21	Group Insurance	15
Article 22	Safety and Health	16
Article 23	Copies of Agreement	16
Article 24	Letters	17
Article 25	Contracting Out	18
Article 26	Duration of Agreement	19
Article 27	Pay Days	20
Letter of Agreement		20
Appendix "A"		21
Appendix "B"		22
Appendix "C"		23
Appendix "D"		24
Appendix "E"		25
Appendix "F"		26
Appendix "G"		27
Appendix "H"		28
Appendix "I"		29

Article 1 Purpose

- 1.01** The general purpose of this agreement is to establish and to maintain collective bargaining relations between the Company and the employees and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.
- 1.02** The parties hereto recognize their mutual interest and responsibilities for the successful operation of the Company and agree it is the duty of the employer and the employees to fully promote at all times the progress of the plant by co-operating in all matters having to do with the successful operations of the Company.

Article 2 Recognition

- 2.01** The Company recognizes UNIFOR Local 333 as the bargaining agent of all employees of Tencorr Packaging Inc. in the City of Mississauga, save and except the foreman, persons above the rank of foreman, office and sales staff and students employed during the school vacation period.
- 2.02** In the event the Company moves its operations outside the City of Mississauga, the Company and Union will meet to discuss the labour relations issues involved. These discussions will take place at least 60 days prior to such a move.

Article 3 Union Security

- 3.01** (a) The Company when hiring new employees of the bargaining unit, will have them sign Union membership cards, as provided by the Union.
- (b) The signed cards will be returned to Local 333 with the Union Dues Listing, Found in Article 3.02 below.
- (c) Upon completion of the probationary period, employees shall be given a copy of the current collective agreement by the company.
- 3.02** The Company will deduct from all bargaining unit employees, the amount of dues and an initiation fee which the union uniformly levies upon its members in accordance with its Constitution and Local Union By-Laws once each pay period and remit same to the Treasurer of Local 333 not later than the 15th day of the following month. Should the Union require any change in the amount of Union dues, the Local Union will advise the Company in writing thirty (30) days prior to the effective date of such a change.

The Company shall furnish to the Union:

- a list of the names, hourly rate, dues of those employees for and on behalf of whom deductions have been made; earnings that dues deductions are based on, and the reason should there be no deductions (i.e. WSIB, Sick Leave, Layoff)

 - a list of current employees (both active and inactive), their addresses and telephone numbers.
- 3.03** The Union agrees to defend and hold the Company completely harmless against all claims, demands and expenses, should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such check-off deductions.

Article 4 **Union Representation**

4.01 **The Company acknowledges the right of the Union to appoint or otherwise select from among the bargaining unit employees of the Company having at least 9 months seniority, a Union Executive Committee, hereinafter referred to as the Committee composed of three such persons. The Committee shall act as follows:**

- (a)** **The Union's negotiating Committee is composed of two members for the purpose of negotiating renewal amendments to the agreement.**
- (b)** **The Union's grievance Committee, not more than two members of which will attend grievance meetings with management at steps 1, 2 and 3 of the grievance procedure.**

4.02 **The Union will designate, and the Company will recognize one Plant Chairperson and two Stewards.**

4.03 **The Union will inform the Company in writing of the identity of the Plant Chairperson and Stewards.**

4.04 **The Plant Chairperson and Stewards shall not leave their regular duties without requesting and obtaining permission from their immediate supervisor, which shall not be unreasonably withheld. They will not lose pay for this time off. Two grievance committee members will be allowed time off, without loss of pay to attend grievance meetings with management. When requesting the permission of his/her supervisor the employee shall give an explanation of the reason for such a request.**

4.05 **Bulletin Boards - The Company will provide a bulletin board for the convenience of the Union in posting notices of Union business directly related to Local 333. Notices will not be posted in the plant except upon the official bulletin board. Postings must first be signed by the Chairperson of Local 333 and a copy of each notice will be filed with Personnel at the time of posting.**

Article 5 **Management's Rights**

5.01 **The Company has full rights both common-law and otherwise with respect to the operation of the Company, its operations, its production and with respect to all issues relating to its employees, unless such a right is expressly removed by this agreement.**

5.02 **Lead Hands - It is agreed and understood that Lead Hands will perform their functions as outlined by management, however, they will not be required to discipline employees.**

Article 6 **No Strikes or Lockout**

- 6.01** The Union agrees that during the term of this agreement neither it nor any of its respective officers, agents or representatives shall cause, authorize or sanction or permit its respective members to cause to take part in any strike, sit down, stay in, slow down or stoppage of any of the Company's operations or in any curtailment of work or restriction of or interference with production or in any picketing of the Company.
- 6.02** The Company agrees that during the term of this agreement it shall not cause or sanction a lockout.
- 6.03** The Union agrees that it will not involve or interfere with any other installation of the employer, its affiliates parent or subsidiaries, as a result of any labour dispute it may have on the premises covered by this agreement. It is understood that the Company will provide the Union with a list of such companies situated affiliates and subsidiaries as specified. The Union agrees that the Stewards and other bargaining unit employees who serve in any official Union capacity, have a higher duty of responsibility than other members of the bargaining unit, not only in adhering to the provisions of this agreement but also in their leadership role to prevent any violation of this agreement.

Article 7 **No Discrimination and Intimidation**

- 7.01** The Company and the Union agree that the provisions of this Agreement will be applied to all employees without discrimination by reason of Age, Ancestry, colour, race, Citizenship, Ethnic origin, Place of origin, Creed, Disability, Family status, Martial status (including single status), Gender identity, gender expression, Record of offences, Sex(including pregnancy and breastfeeding) and Sexual orientation. There shall be no intimidation or coercion of any employee on the part of the Company. There shall be no intimidation or coercion of any employee on the part of the Union.

Article 8 **Seniority**

- 8.01** The term employee unless otherwise provided for, shall be deemed to mean an employee who has completed their probationary period and is a member of the Union.
- 8.02** Seniority for the purpose of this agreement shall mean continuous service with the Company. An employee will be considered to be on probation until they have worked for the Company for 90 calendar days from the date of hire. Upon completion of the probationary period, service will be backdated to the original date of hire.
- 8.03** An employee shall be terminated for the following reasons:
- (a)** If the employee voluntarily quits their employment with the Company.
 - (b)** If an employee is discharged for just cause and such employee is not reinstated pursuant to the grievance procedure.
 - (c)** If 18 months have elapsed since the date of lay off.
 - (d)** If the employee is absent for two consecutive days without notifying the employer, unless such lack of notification is for reasonable cause.
 - (e)** If the employee works for another employer while on a leave of absence from their employment, unless permission has been granted, in writing, to the employee to do so.

(f) If the employee accepts full time employment with any other employer at any time after the date of ratification of this agreement.

8.04 An up-to-date seniority list will be posted monthly if and when changes occur. Copies of the list will be made available to the Union.

8.05 In the event of a lay off or reduction of the work force, employees will be laid off or transferred in reverse order to seniority and recalled in order of seniority, provided the Company is allowed to maintain crews with demonstrated capabilities of performing the required jobs in a competent manner.

8.06 An employee who voluntarily accepts a position outside the bargaining unit shall maintain and continue to accumulate seniority for a period of three months for the purpose of transferring back into the bargaining unit, provided the employee maintains their Union membership in good standing. If the employee returns to the bargaining unit after three months, either by the Company's or their own choice, they shall return to an open job in the bargaining unit while not disturbing any employee unless to avoid a lay off.

8.07 Where two or more employees have the same seniority date their names will be placed on the seniority list in the order of processing by the Personnel Department on the day of hiring. The employee at the head of the list on their date of hire shall be deemed to possess the higher seniority of the employees on that date.

8.08 New employees shall not be hired where there are employees with seniority on lay off and willing and qualified to perform the job.

8.09 Summer students at the conclusion of the summer vacation period who are accepted by the Company as permanent employees shall have their seniority backdated to their original date of hire in that particular year. The employee, once permanent, shall also be entitled to all coverage available to permanent employees as soon as they are declared permanent.

Article 9 Job Posting

9.01 Only permanent employees are allowed to bid for posted positions.

9.02 When a permanent vacancy arises, or a new job is created, the position will be posted on the bulletin board for five (5) working days. All employees interested in the vacancy must make an application within five (5) working days from the time the position is posted. The position will be awarded on the basis of seniority provided the applicants have relatively equal skill and ability.

The Union will, upon request of an unsuccessful applicant, be given the reasons in writing as to why the unsuccessful applicant was not selected for the vacancy. During the posting and selection period, which shall not exceed ten (10) working days, the Company may temporarily fill the job as it sees fit. Experience gained on temporary transfer will not count in the selection of a permanent applicant.

The Company will make all reasonable effort to place the successful candidate in the new position as soon as possible, to a maximum of twenty (20) working days from the date the posting expires.

- 9.03 Any successful applicant will be on a training trial period not to exceed forty-five (45) days of work. If the employee proves satisfactory, they will then be confirmed in their new position. If the employee proves unsatisfactory during the trial period or asks to be returned to their former classification during the trial period, they will be returned to their former classification and department at their former rate of pay, as will others who were transferred or promoted by reason of the employee's successful application.
- 9.04 Once an employee successfully applies for a job posting, they may not apply for another posting for at least thirty (30) working days.
- 9.05 Employees assigned for temporary vacancies of two (2) hours or more will receive the start rate of pay for the job, or their own job rate, whichever is the greater, for hours worked.

Article 10 Grievance Procedure

10.01 The grievance procedure herein provided is among the most important matters in the successful administration of this agreement. The Company and the Union, therefore, agree that the designated grievance procedure as herein after set forth shall serve and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation or alleged violation of this agreement, and the specifically designated grievance procedure shall be strictly followed. If any time limits provided by this agreement are not strictly abided with by the Union, the grievance will be deemed to be abandoned unless there has been an extension of the time limits previously arranged in writing. If any of the time limits provided by this agreement are not strictly abided with by the Company, the Union can move the grievance to the next step. The time limits specified may be extended by mutual agreement. Wherever the term grievance procedure is used in this agreement, it shall be considered as including the arbitration procedure as set out in Article 11 hereof.

10.02 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement shall be dealt with in the following manner:

No employee shall have a grievance until they have discussed their complaint with their immediate supervisor within seven (7) working days of the incident occurring. If the employee's immediate supervisor does not settle the matter to the employee's satisfaction, an employee's written grievance may be processed as follows:

(a) Step 1 - The Union's grievance representative may submit the grievance to the Human Resources Manager within ten (10) working days of the incident occurring, who will render his/her decision within seven (7) working days after receipt of the grievance:

(b) Step 2 - Failing settlement of Step 1, within eight (8) working days of the supervisor's response or in the absence of such a response, within ten (10) working days after the grievance is submitted to them two members of the Union Grievance Committee may submit the grievance to the Human Resources Manager who shall render their decision within ten (10) working days within receipt of the grievance:

(c) Step 3 - Failing satisfactory settlement within eight (8) working days of Human Resources response or in the absence of such response ten (10) working days after the grievance was submitted to them the Union may submit the grievance to the President. At this stage the National Representative and/or the Local 333 Business Agent of the union may be in attendance.

Article 11 Arbitration

11.01 If the grievance remains unsettled following the procedures set forth in Article 10, it may be submitted to arbitration within fifteen (15) working days of the Management's decision.

11.02 Where a grievance is to be referred to arbitration, the Company and the Union shall meet to discuss and agree upon the appointment of a Sole Arbitrator.

11.03 The Sole Arbitrator shall not have the discretion to derogate from the strict language of this agreement.

11.04 The time limit specified here may be extended by mutual agreement.

11.05 Union Policy Grievance or Company Grievance:

A Union grievance or Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within ten (10) days from the time the circumstances upon which the grievance is based were known by the griever. A meeting between the Company and the Union shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 10. The Company or the Union, as the case may be, shall give its written decision within ten (10) days of such a meeting. If the decision is unsatisfactory to the grieving party, the grievance must be submitted to the Sole Arbitrator within thirty (30) days of the delivery of such written decision and the arbitration sections of this agreement shall be followed.

11.06 Discharged Cases:

A claim by an employee that they have been discharged without cause shall be treated as a grievance and shall commence at Step 3 of Article 10 provided a written grievance signed by an employee and his/her steward is presented to the designated official within five (5) days after the discharge.

11.07 No probationary employee hired shall have any access to the grievance procedure.

Article 12 Disciplinary Procedures

12.01 The record of any disciplinary action shall not be referred to or used against an employee at any time after one calendar year following such action.

The intent of disciplinary action is to be of a corrective nature, progressive in context and levied fairly, consistently and without prejudice.

Article 13 Leave of Absence

13.01 The Company will consider and may grant leave of absence, without pay, in writing to employees with one or more years of service as at April 30th of the current year. Employees must use up regular earned vacation before requesting such leave. The granted leave of absence will be in writing covering a specific period of time and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. A copy of the leave, together with the reasons for such a request shall be forwarded to the Union.

- 13.02 The Company will grant a leave of absence for any employee with a minimum of five (5) years of service who secures the position of Local 333 Business Agent for a period of up to eighteen (18) months, provided in the opinion of management such leave does not interfere with the efficient operations of the plant. All Company benefits will cease during said leave of absence.
- 13.03 Members of the Union, not exceeding two (2) in number will be granted a leave of absence, with pay, for a total of four (4) days each, for business and/or training relating to Local 333 once per calendar year. The Company will be provided with three (3) weeks advance written notification. Additional days for Union leave shall not be unreasonably withheld and the Union shall reimburse the company for lost wages on those additional days.

Article 14 Bereavement

- 14.01 When death occurs to an employee's spouse, child, stepchild, mother, stepmother, father, step father brother or sister, the Company will grant the employee a leave of absence with pay at the employee's regular straight time base rate for five (5) working days beginning with the date of death. This is provided the employee has completed their required probation period. Spouse is as defined by Legislation.
- 14.02 When death occurs to an employee's mother-in-law, or father-in-law, the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay at the employee's regular straight time base rate for three (3) working days beginning with the date of death.
- 14.03 When death occurs to an employee's grandmother or grandfather, or grandchildren, or brother-in-law, or sister-in-law, the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay at the employee's regular straight time base rate for three (3) working days which will commence either the day of death or the next scheduled working day thereafter.
- 14.04 When any of the employee's immediate family previously described dies while an employee is on vacation, the applicable bereavement leave will be provided, and the affected portion of the employee's vacation shall be rescheduled. This is limited to 14.01, 14.02 and 14.03 above.
- 14.05 The Company agrees that a Funeral Notice that includes the employee's name as a relative, will be accepted as proof of bereavement.
- 14.06 The Company will allow a one-day deferral of Bereavement Leave to accommodate later service.

Article 15 Jury Duty or Crown or Subpoenaed Witness Duty

- 15.01 The Company shall grant leave of absence without loss of seniority to an employee who is called to, or served as a juror, crown or subpoenaed witness. The Company shall pay such an employee the difference between their normal earnings and the payment received for such services. The employee will present proof of service and attendance and amount of pay received.
- 15.02 The days eligible for such payment shall be scheduled working days which the employee would otherwise have worked.

Article 16 Hours of Work

16.01 It is understood and agreed that this article defines the normal hours of work.

16.02 Definition of day and workday.

A day is a 24-hour period beginning with the start of an employee's scheduled shift. The workday is 8 consecutive hours of work in the 24-hour period.

16.03 Definition of work week.

The work week is made up of five (5) days, Monday thru Friday. However, the startup shift is to commence 11.00 p.m. Sunday night given a three-shift operation.

16.04 The normal hours of work per week for all employees shall be forty (40) hours. The three-shift rotation will be Midnights to Afternoons to Day shift (M.A.D.) and will rotate every two weeks.

The company shall endeavor to adhere to the following shift schedules. Any deviation will be based on production requirements to meet customer needs.

The day shift will commence at 7.00 a.m. to 3.00 p.m. The afternoon shift from 3.00 p.m. to 11.00 p.m. and the night shift from 11.00 p.m. to 7.00 a.m.

16.05 Lunch Periods - A 20-minute lunch period will be provided on each shift. Corrugator employees, where possible, will be granted a lunch break between the fourth and sixth hours of their respective shifts.

16.06 Rest Periods - A 10-minute relief period will be allowed in each half shift. The Company will provide qualified relief for lunch and rest periods.

When overtime of four (4) hours is requested after an employee's regular shift a ten (10) minute rest period will be allowed at the commencement of the overtime period.

16.07 The Company will endeavor not to change an employee's shift during the work week except in case of emergency, machine breakdown or to fill a vacancy that cannot be filled by qualified staff. Where such a change takes place without 24 hours' notice, the employee will be paid at the rate of time and one half for the first 4 hours of the first shift worked.

Article 17 Overtime

17.01 Overtime will generally be on a voluntary basis. However, if the Company is not able to find a sufficient number of volunteers it shall have the right to schedule the most junior qualified employee after polling all employees. In any event, no employee will be required to work more than four (4) overtime hours in any normal work week.

17.02 Overtime shall be computed for any time worked outside of the employee's normal hours of work as shown in Article 16.04 at 1 1/2 times the employee's basic hourly rate. Work in excess of eight (8) hours on Saturday and work between the hours of 11.00 p.m. Saturday and 11:00 p.m. Sunday will be paid at double (2) times the employee's basic hourly rate.

- 17.03 The definition of regular straight time hourly rate; the regular straight time hourly rate means an employee's regular assigned job rate.
- 17.04 Medically supported absenteeism will not deprive an employee from overtime opportunities.
- 17.05 If an employee is called back to work after they have finished their scheduled shift, they shall be paid the rate of time and one half for the hours worked or four (4) hours at their straight time hourly rate, whichever is greater. Employees called in up to two (2) hours prior to the starting time or their regular shift will not be applicable to the above.
- 17.06 Should an overtime shift be required for Friday 11.00 p.m. to 7.00 a.m. Saturday the current weeknight shift will have first opportunity.
- Saturday day shift overtime will be offered to the current weekday shift.
- Should a full afternoon overtime shift be required on Sunday, the afternoon shift of the oncoming week will have first opportunity.
- When the Sunday afternoon shift overtime is for 4 hours the oncoming midnight shift will have first opportunity.
- Should the incumbent employees not be available, the position(s) shall be offered to the next senior, qualified employee(s) providing this does not result in an employee working a double shift.
- 17.07 Probationary employees will not work overtime unless all bargaining unit members who are capable of performing the overtime work have been asked first in accordance with the provisions of this agreement.
- Meal allowance - Employees required to perform overtime work in excess of two (2) hours immediately after working their regularly scheduled shift and are not notified prior to the day on which the overtime is worked shall be provided a meal allowance of \$15.00.

Article 18 Wages

- 18.01 (a) Hourly Wage Schedules - The attached schedule of standard rates, Appendix "A", which is attached to and forms a part of this agreement indicates the approved and accepted job classifications and sets out the agreed to rates of pay per contract year.

Employees Hired Before November 18, 2012

Dec 01, 2019 –Nov 30, 2020

The Company will provide a list to the Plant Chairperson which contains the following:
Employee job classification, start date in classification and rate of pay.

- (b) Lead Hands are paid a premium of \$0.85/hr. over the highest classified rate lead.

- 18.02 Shift differentials shall be as follows: Afternoons - \$1.00 – Nights - \$1.20

Article 19 Paid Holidays

19.01 An employee will be paid the following holidays at their regular straight time hourly rate of pay exclusive of premium provided that the employee has completed their probationary period and they complies with the qualifications hereinafter set forth.

The designated holidays are: New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Eve
Christmas Day
Boxing Day
New Year's Eve
Day after Boxing Day

19.02 Any holiday affected by this Article 19.01 may be changed by mutual agreement between the Company and the Union.

19.03 An employee shall be paid at the rate of double time of their regular straight time pay exclusive of premiums for each hour worked on a designated holiday in addition to the holiday pay to which the employee is entitled to.

19.04 If the holiday occurs during an employee's vacation, their vacation shall be extended by one day unless it is agreed that another day will be substituted.

19.05 All of the above holidays shall be of a twenty-four (24) hour duration.

19.06 In order to qualify for the holidays the employee must have worked their last scheduled shift preceding the holiday and their first scheduled shift following the holiday unless they are absent for reasonable cause or with prior written consent from the Company. Where a statutory holiday falls on a Saturday or Sunday, the Company and plant committee will meet to mutually agree to move the holiday(s) to a regular workday(s). It is agreed that employees will receive their full entitlement to statutory holiday pay with applicable time off.

Article 20 Vacation with Pay

20.01 Employees shall be entitled to an annual vacation in accordance with the following schedule on the basis of seniority. The vacation year is deemed to be from MAY 1st. to APRIL 30th. to determine payment & entitlement.

- (a) Less than one (1) year seniority - one (1) weeks' vacation with pay at a rate of 4% earnings in the preceding twelve (12) month period.
- (b) One (1) year seniority but less than four (4) years seniority with the Company as of April 30th of the current year, two (2) weeks' vacation with pay at the rate of 4.8% of the employee's earnings in the preceding twelve (12) month period.
- (c) Four (4) years seniority but less than nine (9) years seniority with the Company as of April 30th of the current year, three (3) weeks' vacation

with pay at the rate of 7.2% of the employee's earnings in the preceding twelve (12) month period.

- (d) Nine (9) years of continuous service but less than eighteen (18) years, will receive four (4) weeks' vacation. Vacation pay will be at 9.6% of the employee's total earnings in the preceding twelve (12) month period.
- (e) Eighteen (18) years of continuous service will receive five (5) weeks' vacation. Vacation pay will be at a rate of 12% of the employee's total earnings in the preceding twelve (12) month period.
- (f) Twenty-four (24) years of continuous service will receive six (6) weeks' vacation. Vacation pay will be at a rate of 14.4% of the employee's total earnings in the preceding twelve-month period.
- (g) Only in the year that an employee qualifies for additional vacation, then the effective date will be the employee's seniority date. Subsequent years will revert to the normal vacation year.

20.02

The Company agrees to post employees vacation entitlement on the bulletin board by February 15th with a deadline for vacation requests of March 1st. The vacation schedule will be posted on the bulletin board by March 15th. Once the schedule is posted, employees who have not submitted their requests will not have rights over those that have been approved.

Based on the availability of trained and qualified personnel, and the ability to maintain productivity, the company will endeavor to adhere to the following.

3 Shift Operation — Five (5) Operating employees and one (1) Maintenance employee may be scheduled for the same vacation weeks.

2 Shift Operation — Four (4) Operating employees and one (1) Maintenance employee may be scheduled for the same vacation weeks.

1 Shift Operation — Three (3) Operating employees and one (1) Maintenance employee may be scheduled for the same vacation weeks.

A maximum of two (2) employees per classification may be off at the same time.

In all cases, the senior person will be given the preference, provided their request is submitted before March 1st.

Employees must take their vacation during any annual period of shutdown.

20.03

Vacations shall be taken during the year in which they are due and cannot be accumulated. Vacation cheques will be distributed for each week taken on the last payday prior to the commencement of the vacation of the employee in question provided that employee has requested a vacation pay. Employees with four (4) years seniority or more may be permitted three (3) consecutive weeks that may be taken any time other than prime time (June 15th — September 15th) provided that it does not impede efficient plant operations and meets the criteria of 20:02 paragraph #2. During prime time not more than two (2) weeks will be consecutive.

20.04 Employees must take their full vacation entitlement as outlined in the Employment Standards Act. Additional vacation time not taken shall be paid out by May 31st.

Article 21 Group Insurance

The Company will make available to employees and will pay the premium cost of the following plans:

(a) O.H.I.P.

(i) For the following paramedical practitioners, eligible expenses are covered at 100%, up to the cost of the visit, to a calendar year maximum of \$600 per practitioner.

Acupuncturists

Chiropractors (includes one [1] X-ray per calendar year - cost is not included in the maximum)

Licensed Clinical Psychologists/Social Workers/Registered Clinical

Counsellors/Canadian Certified Counsellors/Psychotherapists or any other certified Mental Health Practitioners covered under the plan and belonging to an accredited association or organization that answers to a disciplinary committee (subject to the approval of the Insurer and/or Johnston Group)- combined

Massage Therapists (requires a written referral by a medical doctor every 12 months)

Naturopaths/Homeopaths (excluding food supplements and vitamins) – combined

Osteopaths (includes one [1] X-ray per calendar year - cost is not included in the maximum)

Physiotherapists

Podiatrists/Chiropodists (includes one [1] X-ray per calendar year - cost is not included in the maximum) – combined.

Speech Therapists (requires a written referral by a medical doctor every 12 months)

Alberta only: Podiatry coverage will not begin until individuals have reached their Alberta Health Care Insurance Plan (AHCIP) maximums.

Ontario only: Podiatry coverage will not begin until individuals have reached their Ontario Health Insurance Plan (OHIP) maximums.

(b) Life Insurance - one times the employee's salary based on 2,080 hours times the individual employee's base rate. Spouse \$10,000, children \$5,000.00.

(c) Accidental Death and Dismemberment - same as (b).

(d) An eligible employee shall be provided with weekly indemnity coverage of 70% of basic weekly earnings up to a maximum of \$650.00 or the E.I. maximum, whichever is greater effective the month following ratification.

Payable from the first day of accident or hospitalization or the fourth day of sickness. Such payments are to be made for a maximum of 52 weeks.

- (e) Dental coverage will commence after three (3) months of successful completion of probationary period.

Basic Service - 100% of expenses.

Major Service - 80% of expenses, no maximum.

Orthodontic Service - 50% of expenses, lifetime benefit \$2,000 maximum per insured person.

- (f) Prescription Drug Plan. A Prescription card will be maintained as long as it is permitted by the Benefits Carrier. It is understood that all Prescription Drugs covered will be Generic in nature. Where no Generic Drug exists, or it is specifically prescribed by a doctor, the "Branded Drug" will be covered. No deductible for prescription drugs or medicines. Drug benefit will be capped at \$5,000.00 per calendar year.

- (g) L.T.D.
70% of earnings, no maximum.
 - Plan will continue to age 65 or recover whichever comes first.
 - Definition of disability - "A person will be deemed disabled if they cannot perform the duties of their regular job."
 - no C.P.P. offsets.

- (h) Vision Care:
100% coverage with a maximum in a two-year period per person as below:

Effective D.O.R.	\$350.00 maximum for eyeglasses
	\$120.00 maximum for eye examinations

Dependent age if they are post-secondary up to 25 years old.

- (i) Pension:
Company contributions are based upon regular hours worked to a maximum of 40 hours per week at a rate of

Dec 01, 2023 to Nov 30, 2027	\$1.90/hour
------------------------------	-------------

"Employee Pensions are controlled by each employee and their financial advisor. Other than making the financial contributions consistent with the labour agreement, by employee, to their individual pension fund provider, the company assumes no responsibility or liability whatsoever for the employee's pension".

The company will provide the union with an annual statement confirming the contributions paid on behalf of each employee.

Contributions are to an RRSP, restricted to a single financial institution of the employee group choosing.

Restrictions are that employees may only withdraw the Company contributions from the plan under the following conditions:

1. Termination of employment
2. Retirement
3. Demise

All Benefit Plans which are held by an outside Insurance Carrier will be attached to and form part of this collective agreement.

The Company will pay the premium cost for the above-mentioned benefits and to provide forms for the employee to submit to the Insurance Company. However, any dispute as to eligibility for, or entitlement to, any of these benefits will be between the employee and the insurer.

Article 22 Safety and Health

22.01 The Union and the Company agree to co-operate in promoting safety in the plant and the avoidance of accidents to all employees.

22.02 In order to assist in the work of the certified employee, a Safety Committee comprised of two (2) additional persons will be set up. One of whom shall be selected by the Union from among the bargaining unit employees and one of whom shall be selected by the Company from its supervisory or administrative staff. The Safety Committee and the certified employee will meet monthly and at such other times as may be necessary.

22.03 If an employee has had a problem with respect to safety, they shall first discuss the matter with their immediate supervisor. If the problem continues to exist with respect to safety a union safety committee member will be allowed to investigate the complaint with the company certified employee. If the employee is still not satisfied with the certified employee's reply or with the action taken to correct the conditions, they may submit the problem to the joint safety committee for consideration. The employee may attend the meeting of the joint safety committee to explain their position. If the problem is not solved by the joint safety committee, it may be referred to the management of the Company.
Nothing in this clause limits the right of an employee to file a grievance under the grievance procedure in this collective agreement.

22.04 The Company will provide gloves for the Shipping Department. Effective date of ratification, a clean uniform is provided for the boiler/maintenance staff for each regular day of the week (6) plus regular cleaning.

Employees posted to the positions of Boiler Maintenance, Clamp Truck, Checker Loader, and Fork Truck Driver, will be provided with a winter jacket in October, once every two (2) years.

Safety shoes are compulsory for all Plant Employees. The Company will, upon presentation of a receipt, compensate for a pair of CSA approved safety shoes, once per contract year as follows:

Effective December 1, 2023, all employees are entitled to \$250.00 for safety shoes/boots.

Article 23 Copies of Agreement

23.01 The Company will provide copies of the agreement in pocket size booklet form to all employees and the union local.

Article 24 Letters

24.01 The terms and conditions of the memorandum of agreement shall form and become part of the collective agreement. Any letters of intent or agreements arranged during the life of the existing collective agreement and still in existence shall be put into the renewed memorandum of agreement.

24.02 Policy on overtime allocation.

1. When weekend overtime is required a shift list will be posted (normally in the computer room).
2. Overtime will normally be given to the employee who would normally do the job on that shift, i.e. the Strapper Operator on night shift would have the first opportunity to work a Friday night overtime shift. If that operator did not want to work the overtime, the Strapper Operator on the other shifts would have the next opportunity followed by the most senior qualified employee.
3. Normally, no employee will be requested to work overtime in such a manner as to result in working a double shift, unless as a last resort.
4. Where an employee has been absent during the current week and is being disciplined for absenteeism, they will forfeit the opportunity to work overtime unless a suitable replacement cannot be acquired.
5. A general overtime worksheet will be used first to fill crewing vacancies.
6. During the week, when a regular operator is absent and overtime is required, it will be the normal practice to have the preceding shift operator stay four (4) hours overtime and call in the operator for the following shift for four (4) hours overtime.

Overtime - for overtime during the week

- | | | |
|----------------|-----|------------------------|
| For call-in: | (1) | Incumbent |
| | (2) | Most senior qualified |
| For stay-back: | (1) | Employee doing the job |
| | (2) | Most senior qualified |

7. Non-bargaining employees shall not perform any work except under the following conditions:
 1. For the purpose of experimenting or demonstrating.
 2. For the purposes of instructing.
 3. In the case of emergencies where bargaining unit employees are not available.

No bargaining unit employee will be replaced or displaced as a result of the above.

Students may be utilized for the purpose of vacation replacement only. Students are not required to pay the union initiation fee but will pay union dues from day one.

Students must have safety shoes as a condition of employment, once completing 30 working days, the company will reimburse the student in the amount of \$40.00 per summer term.

- 8. Bi-weekly shift scheduling**
Shift schedules will be posted on the bulletin boards on Wednesday of each week, confirming shifts for the following two (2) weeks.

- 9. Vacations**
During the prime vacation period (June 15th - September 15th) Shift schedules will be posted three (3) weeks in advance. Where possible, employees on vacation will return to their regular shift, unless advised otherwise. It is the responsibility of each employee to ensure the Company has current information on their phone number and address.
During prime time, the Company will require a minimum of three (3) weeks' notice on vacation requests.

Article 25 Contracting Out

25.01 The Company will not contract out repair and maintenance work, which is regularly performed by the repair crew, for which the plant is equipped, for which repair crews are readily available, and for which employees are capable of doing.

Article 26 Duration of Agreement

26.01 This agreement shall be effective from December 1st, 2023, to November 30th, 2027, and shall continue in effect from year to year, thereafter, unless at least thirty (30) days but not more than ninety (90) days written notice of intention to change shall be given by either party to the other party prior to the expiration date of this agreement. Pending the determination of the terms of a new agreement, this agreement shall remain in force.

Women's Advocate

26.02 The parties recognize that female employees may sometimes need to discuss with another women matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues. For this reason, the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the union from amongst the female bargaining unit employees. The name of the Women's Advocate will be posted on the Union bulletin board. The Women's Advocate will be granted one-time unpaid leave, at a time agreeable to the Company and the Union, to participate in an initial 40-hour training program organized by UNIFOR, at UNIFOR's expense and at its facilities. The role will provide resources for personal issues and not contractual issues and will be on their own time with the exception of emergency circumstances.

Racial Advocate

26.03 In recognition of societal racism, the company agrees to identify a racial justice advocate at each facility covered by the collective agreement. A Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community. The Local Union President will be responsible for the selection of the facility Racial justice Advocate. A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous, and racialized people and concerns such as racial discrimination and racial violence.

It is agreed the advocate will not submit grievances. It is further agreed time spent will be on union time or their own time except for emergency situations.

Article 27 Pay Days

27.01 Pay cheques will be distributed each Friday as follows:

- | | |
|-----------------|------------------|
| Day shift | - Friday |
| Night shift | - Friday |
| Afternoon shift | - Thursday night |

Cheques will be dated for Friday.

Letter of Agreement

Temporary Agency Workers

The union advised the company that Temporary Agency Workers are not recognized in the collective agreement. The company agrees to minimize the use of temporary agency workers.

New Proposal Wage Rate

Licensed Millwright Mechanic rate will be \$39.00 start.

PLANT CLOSURE

In the event of full or partial plant closure all employees will be entitled to severance of two (2) weeks per year of service with a 40-week maximum.

APPENDIX "A"

LABOUR AGREEMENT

EMPLOYEES HIRED BEFORE NOVEMBER 18, 2012

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2023

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	30.97	33.02	
SINGLEFACER	30.34	32.22	
DOUBLEBACKER	29.36	31.14	
CLAMP DRIVER	29.36	31.14	
CHECKER LOADER	29.36	31.14	
WET END HELPER	29.10	30.89	
TAGMAN	29.07	30.86	
STACKER OPERATOR	29.07	30.86	
SLITTER OPERATOR	28.81	30.57	
STRAPPER OPERATOR	28.81	30.57	
FORK TRUCK DRIVER	28.81	30.57	
UTILITY	28.49	28.79	29.66
BALER OPERATOR	25.88	26.61	27.39
SLITTER TAKE-OFF	25.65	26.40	27.15

SUMMER STUDENT	1 st SUMMER - 18.91
	2 nd SUMMER - 20.06
	3 rd SUMMER - 21.32

ALL RATES WILL INCREASE BY 4.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2026

APPENDIX "B"

LABOUR AGREEMENT

EMPLOYEES HIRED BEFORE NOVEMBER 18, 2012

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2024

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	32.06	34.18	
SINGLE FACER	31.40	33.35	
DOUBLE BACKER	30.39	32.23	
CLAMP DRIVER	30.39	32.23	
CHECKER LOADER	30.39	32.23	
WET END HELPER	30.12	31.97	
TAGMAN	30.09	31.94	
STACKER OPERATOR	30.09	31.94	
SLITTER OPERATOR	29.82	31.64	
STRAPPER OPERATOR	29.82	31.64	
FORK TRUCK DRIVER	29.82	31.64	
UTILITY	29.48	29.79	30.70
BALER OPERATOR	26.78	27.55	28.35
SLITTER TAKE-OFF	26.54	27.32	28.10

SUMMER STUDENT	1 st SUMMER - 19.57
	2 nd SUMMER – 20.76
	3 rd SUMMER – 22.07

ALL RATES WILL INCREASE BY 4.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2026

APPENDIX "C"

LABOUR AGREEMENT

EMPLOYEES HIRED BEFORE NOVEMBER 18, 2012

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2025

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	33.18	35.37	
SINGLE FACER	32.50	34.51	
DOUBLE BACKER	31.45	33.36	
CLAMP DRIVER	31.45	33.36	
CHECKER LOADER	31.45	33.36	
WET END HELPER	31.17	33.09	
TAGMAN	31.14	33.05	
STACKER OPERATOR	31.14	33.05	
SLITTER OPERATOR	30.86	32.74	
STRAPPER OPERATOR	30.86	32.74	
FORK TRUCK DRIVER	30.86	32.74	
UTILITY	30.51	30.84	31.77
BALER OPERATOR	27.72	28.51	29.34
SLITTER TAKE-OFF	27.47	28.28	29.09
SUMMER STUDENT	1st SUMMER - 20.25		
	2nd SUMMER – 21.49		
	3rd SUMMER – 22.84		

ALL RATES WILL INCREASE BY 4.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2026

APPENDIX "D"
LABOUR AGREEMENT
EMPLOYEES HIRED BEFORE NOVEMBER 18, 2012
HOURLY WAGE SCHEDULE - AS AT DEC 01, 2026

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	34.34	36.61	
SINGLE FACER	33.63	35.72	
DOUBLE BACKER	32.55	34.52	
CLAMP DRIVER	32.55	34.52	
CHECKER LOADER	32.55	34.52	
WET END HELPER	32.26	34.25	
TAGMAN	32.23	34.21	
STACKER OPERATOR	32.23	34.21	
SLITTER OPERATOR	31.94	33.89	
STRAPPER OPERATOR	31.94	33.89	
FORK TRUCK DRIVER	31.94	33.89	
UTILITY	31.58	31.92	32.89
BALER OPERATOR	28.69	29.51	30.37
SLITTER TAKE-OFF	28.43	29.26	30.11
STUDENT RATE:	1st SUMMER – 20.96		
	2nd SUMMER - 22.24		
	3rd SUMMER - 23.64		

ALL RATES WILL INCREASE BY 4.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 3.5% ON DEC 1, 2026

APPENDIX "E"

LABOUR AGREEMENT

EMPLOYEES HIRED AFTER NOVEMBER 17, 2012

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2023

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	28.89	30.77	
SINGLE FACER	28.30	30.04	
DOUBLE BACKER	27.38	29.01	
CLAMP DRIVER	27.38	29.01	
CHECKER LOADER	27.38	29.01	
WET END HELPER	27.14	28.81	
TAGMAN	27.11	28.78	
STACKER OPERATOR	27.11	28.78	
SLITTER OPERATOR	26.86	28.48	
STRAPPER OPERATOR	26.86	28.48	
FORK TRUCK DRIVER	26.86	28.48	
UTILITY	26.58	26.82	27.66
BALER OPERATOR	24.10	24.81	25.55
SLITTER TAKE-OFF	23.91	24.60	25.32
STUDENT RATE:	1 ST SUMMER – 19.24		
	2 nd SUMMER – 20.46		
	3 ^d SUMMER – 21.73		

ALL RATES WILL INCREASE BY 6.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2026

APPENDIX "F"

LABOUR AGREEMENT

EMPLOYEES HIRED AFTER NOVEMBER 17, 2012

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2024

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	30.47	32.46	
SINGLE FACER	29.86	31.69	
DOUBLE BACKER	28.89	30.61	
CLAMP DRIVER	28.89	30.61	
CHECKER LOADER	28.89	30.61	
WET END HELPER	28.63	30.40	
TAGMAN	28.61	30.36	
STACKER OPERATOR	28.61	30.36	
SLITTER OPERATOR	28.34	30.05	
STRAPPER OPERATOR	28.34	30.05	
FORK TRUCK DRIVER	28.34	30.05	
UTILITY	28.05	28.29	29.18
BALER OPERATOR	25.43	26.18	26.95
SLITTER TAKE-OFF	25.23	25.96	26.71

STUDENT RATE: 1st SUMMER – 20.30
2nd SUMMER – 21.58
3rd SUMMER – 22.93

ALL RATES WILL INCREASE BY 6.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2026

APPENDIX "G"

LABOUR AGREEMENT

EMPLOYEES HIRED AFTER NOVEMBER 17, 2012

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2025

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	32.15	34.25	
SINGLE FACER	31.50	33.44	
DOUBLE BACKER	30.47	32.29	
CLAMP DRIVER	30.47	32.29	
CHECKER LOADER	30.47	32.29	
WET END HELPER	30.20	32.07	
TAGMAN	30.18	32.03	
STACKER OPERATOR	30.18	32.03	
SLITTER OPERATOR	29.90	31.70	
STRAPPER OPERATOR	29.90	31.70	
FORK TRUCK DRIVER	29.90	31.70	
UTILITY	29.59	29.85	30.78
BALER OPERATOR	26.83	27.62	28.43
SLITTER TAKE-OFF	26.62	27.38	28.19
STUDENT RATE:	1ST SUMMER – 21.41		
	2ND SUMMER – 22.77		
	3RD SUMMER – 24.19		

ALL RATES WILL INCREASE BY 6.0% ON DEC 1, 2023

ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2024

ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2025

ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2026

APPENDIX "H"

LABOUR AGREEMENT

EMPLOYEES HIRED AFTER NOVEMBER 17, 2012

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2026

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
KNIFEMAN	33.92	36.13	
SINGLE FACER	33.23	35.27	
DOUBLE BACKER	32.15	34.07	
CLAMP DRIVER	32.15	34.07	
CHECKER LOADER	32.15	34.07	
WET END HELPER	31.86	33.83	
TAGMAN	31.84	33.79	
STACKER OPERATOR	31.84	33.79	
SLITTER OPERATOR	31.54	33.44	
STRAPPER OPERATOR	31.54	33.44	
FORK TRUCK DRIVER	31.54	33.44	
UTILITY	31.22	31.49	32.47
BALER OPERATOR	28.30	29.14	30.00
SLITTER TAKE-OFF	28.08	28.89	29.70

STUDENT RATE: 1ST SUMMER – 22.59
2nd SUMMER –24.02
3rd SUMMER –25.52

ALL RATES WILL INCREASE BY 6.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2026

APPENDIX "I"

LABOUR AGREEMENT

All Maintenance and Skilled Trade Employees

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2023

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
BOILER/MAINTENANCE CERT	39.00	39.00	39.00
BOILER/MAINTENANCE NON-CERT	32.91	33.79	35.70

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2024

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
BOILER/MAINTENANCE CERT	41.15	41.15	41.15
BOILER/MAINTENANCE NON-CERT	34.72	35.65	37.66

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2025

CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
BOILER/MAINTENANCE CERT	43.41	43.41	43.41
BOILER/MAINTENANCE NON-CERT	36.63	37.61	39.74

HOURLY WAGE SCHEDULE - AS AT DEC 01, 2026

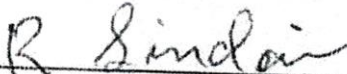
CLASSIFICATION	3 MONTHS	6 MONTHS	12 MONTHS
BOILER/MAINTENANCE CERT	45.80	45.80	45.80
BOILER/MAINTENANCE NON-CERT	38.65	39.68	41.92

ALL RATES WILL INCREASE BY 6.0% ON DEC 1, 2023
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2024
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2025
ALL RATES WILL INCREASE BY 5.5% ON DEC 1, 2026

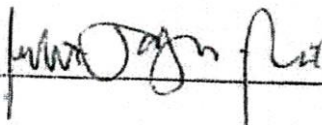
In witness whereof each of the parties hereto has reached agreement and their duly authorized representative(s) have signed in accord as of the date of ratification, January 31st, 2024.

For the Union:

RORY SINCLAIR
Bargaining Unit Chairperson
UNIFOR Local 333




ROBERT DONRIQUE
Bargaining Unit Representative
UNIFOR Local 333



LISA MARKS
President
UNIFOR Local 333



RANDY KITT
Director
UNIFOR MEDIA

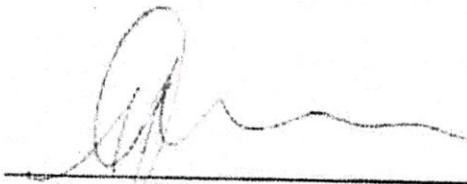


For the Company:

CHRIS BARTLETT
President
TENCORR PACKAGING INC.



MAUREEN SOOKHOO
Director of HR, Health and Safety
TENCORR PACKAGING INC.



Member:

Association of Independent Corrugated Converters

**Member
:**

Canadian Corrugated and Containerboard Association

**Member
:**

Paper & Paperboard Packaging Environmental Council

Cover printed on recycled paper.