



THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

MODULINE INDUSTRIES (CANADA) ULC

- and -

**LODGE 2711, INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, PENTICTON
(DISTRICT LODGE 250)**



**EFFECTIVE FROM:
DECEMBER 1, 2025, TO AND INCLUDING NOVEMBER 30, 2028**

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

MODULINE INDUSTRIES (CANADA) ULC

(Hereinafter referred to as the EMPLOYER)

- and -

**LODGE 2711, INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, PENTICTON
(DISTRICT LODGE 250)**

(Hereinafter referred to as the UNION)

**EFFECTIVE FROM:
DECEMBER 1, 2025 TO AND INCLUDING NOVEMBER 30, 2028**

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Employer and its employees represented by the Union; to secure prompt and equitable disposition of grievances and to establish conditions of employment, rates of pay and hours of work.

It is understood and agreed that all references to the male gender shall mean both the male and female gender.

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ARTICLE 1 RECOGNITION AND BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole bargaining agency for all hourly-rated employees covered by the Certification. Salaried employees are not covered by this agreement.

- (a) The term “employee” as used in and for the purpose of this Agreement shall include all hourly-rated persons employed in the Employer’s operations and as covered by the Provincial Government Certification, except and excluding foreman and those having authority to hire and discharge employees, office workers, supervisory officials, salesman, watchmen, maintenance mechanics and outside servicemen.

Union Shop

1.02 The Employer agrees that as a condition of continued employment, all hourly-rated employees, covered by the certification must become and remain members of the Union during the life of this Agreement.

1.03 Non-Discrimination/Bullying and Harassment Free Workplace

- (a) The Union and the Company, including their respective representatives, agree that there shall be no discrimination against any Employee because of race, creed, religion, disability or sex in compliance with the Human Rights Act of the Province of British Columbia, or because of any legitimate activities related to the Union.
 - (b) The Union and the Company, including their respective representatives, agree that there will be no bullying or harassment in the workplace. This will include, but will not be limited to, conduct that has the purpose, or the effect, of substantially interfering with an individual’s work performance, or creating an intimidating, hostile, humiliating, or offensive working environment.
- 1.04** When any new employee is employed, the Employer will have the employee complete an application for membership and checkoff authorization cards prior to commencing work and the Employer will forward same to the Union office within fifteen (15) calendar days or mutually agreed upon dates.

Dues

- 1.05** Upon receipt of a signed authorization of the employee involved, the Employer shall deduct from the employee's first pay cheque the initiation fee and monthly dues payable by them to the Union during the period provided for in the authorization. The amount will be certified by the Financial Secretary of District Lodge 250.
- (a) The Employer will remit these Union dues and initiation fees to the Financial Secretary of the Union.
 - (b) Deductions for the pay periods ending in each month shall be paid to the Union by the 15th day of the following month, unless other dates mutually agreed upon by Union and Employer.

Union Access

- 1.06** Union representatives shall be allowed access to the Employer's premises during the lunch period on routine matters, subject to the requirement of obtaining an Employer visitor's pass. When it is desirable or necessary to hold a meeting during the lunch period, or to enter the premises at any other time than the lunch period, permission shall first be obtained from the Management.

Union Stewards

- 1.07** The employees will elect a minimum of three (3) Union Stewards (or one (1) for every forty (40) employees or part thereof) and the same will be recognized by the Employer. No Union steward, committee or employee shall be discriminated against or jeopardized in seniority standing or suffer loss of employment on account of membership or activity in the Union.
- 1.08** When the Employer finds it necessary to lay off or discharge a Union Steward, the Business Representative of the Union shall be notified prior to such layoff or discharge.

Shop Committee

- 1.09** There shall be a Shop Committee consisting of the 3 Union Stewards elected by the employees and two representatives of the Employer consisting of the General Manager and Production Manager and/or Management alternate. In the event that one of the Union members leaves, they shall be replaced by the alternate, and a new alternate shall be appointed immediately. The alternate will be done by rotation of the seniority list, giving the employee the option of attending Shop Committee meetings. The Shop Committee shall meet on the third Thursday of each month at a time convenient to both parties to resolve minor problems arising in the plant. The General Manager will maintain and post the minutes of the meetings.
- 1.10** If an employee has a concern or an issue they must first try and resolve the issue with their supervisor. If the response from the supervisor is not satisfactory then the employee may raise their concern with the shop steward.

If the issue or concern is against their supervisor then the employee may seek out the shop steward to discuss their concerns. The Shop Steward and the employee will discuss the issue with the Human Resources *or alternate*.

ARTICLE 2 MANAGEMENT

- 2.01** The management and operation of the plant and the direction of the employees is vested exclusively in the Employer.
- 2.02** The Employer has and shall retain the right to select its employees, to hire, discharge, transfer, promote, demote, evaluate, or discipline them; provided that a claim of discrimination against any employee may be the subject of a grievance and be dealt with as hereinafter provided. Disciplinary action(s) including actions taken within an employee's probation period are to be documented.
- 2.03** The Union agrees that the management and the control of the Employer's business and the direction and control of the Employer's work forces are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management except as expressly modified or restricted by a specific provision of this Agreement.

Company Rules

- 2.04** Copies of the rules and regulations made by the Employer for the government of employees in the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.
- 2.05** Employees shall observe the Employer's rules and shall perform a fair day's work in the category in which the employee is engaged and shall be subject to discipline by the Employer for failure to do so.

ARTICLE 3 HOURS OF WORK AND OVERTIME**Hours of Work**

- 3.01** Eight (8) hours within eight and one-half (8-1/2) consecutive hours between 7:00 AM and 3:30 PM shall be considered a day's work. Forty (40) hours, Monday through Friday, shall be considered a work week.
- 3.02** In the event additional shifts are desired by the Employer, the terms of such additional shifts shall be subject to negotiation with the Union. In the event additional shifts are required the terms of additional shifts are subject to negotiation by way of a Letter of Understanding.

Work Breaks

- 3.03** The employer will supply suitable accommodation where employees may eat their lunch.

A ten (10) minute break will be supplied every two (2) consecutive hours. A thirty (30) minute lunch break without pay will be supplied every four (4) consecutive hours.

Overtime

- 3.04** Time worked in excess of eight (8) hours a day, or forty (40) hours in a week, shall be considered overtime.
- (a) For the first two (2) hours of overtime worked in any one day, Monday through Friday, an employee shall be paid one and one-half times their regular

hourly rate. Overtime hours which exceed two (2) hours in any day, Monday through Friday, or any hours worked on Saturday, Sunday, and Statutory or Contractual Holidays, shall be paid for at the rate of double time.

- (b) Whenever any employee works overtime they shall be given a break of eight (8) hours before commencing a new shift. Where an emergency prevents a break of eight hours, the following shift shall be paid for at the rate of double time. Where an employee who has worked overtime starts a shift later than their normal time in order to be allowed an eight hour break from overtime, they shall be paid their regular hourly rate for their hours not worked in their regular shift because of the delay.
- (c) *Employees who are called in prior to their usual starting time will receive payment at the appropriate overtime rates for the hours worked before their regular starting time, irrespective of whether the employee has completed eight (8) hours of work provided the employee does not leave on their own accord.*

3.05 *Overtime work will be distributed equally among those who are able to perform the work required independently without training. Any opportunity which is not worked will be counted as time worked when assessing the distribution.*

The distribution will be assessed on an as-needed basis. The Shop Steward shall be provided a copy of the overtime records upon request.

If requested, the Company shall provide to the Shop Steward the list of employees assigned to work overtime for the forthcoming weekend.

- (a) No compulsory overtime.
- (b) Should an error in rotation occur, the bypassed employee shall be provided the next overtime opportunity.

Should any employee be bypassed for two or more opportunities, they shall be entitled to overtime pay for the hours they have missed, provided the employee has informed the Company they were bypassed on the first opportunity.

- (c) If an employee fails to attend a scheduled overtime shift without a reason acceptable to the Company, or declines the overtime request when given 24 hours' notice they will be bypassed for the next opportunity.

- (d) Any Employee on **WorkSafeBC**/Modified duties is not eligible to work overtime.
- (e) The Company has agreed to allow employees to bank their overtime. The employee may choose to have their overtime paid out or banked. Changes may only be made once per quarter, no exceptions. Employees are permitted to take time off using banked time to a maximum of eighty (80) hours at a time. Bank time off shall be by mutual agreement between the parties. Request for bank time will not be unreasonably denied.
- (f) Any unused bank time shall be paid out at the end of the calendar year.

Reporting Pay

- 3.06** An employee reporting for work on the call of the Employer shall be paid at the hourly rate as specified by this Agreement for all hours worked with a minimum of:
- (a) Four hours at their regular wage if the employee starts work unless the work is suspended for a reason completely beyond the employer's control, including unsuitable weather conditions, or
 - (b) Two hours at their regular wage in any other case unless the employee is unfit to work or fails to comply with Part 3 of the **WorkSafe BC** Act or the Regulations.
- 3.07** Any employee called out from home out of their regular shift shall receive a minimum of four (4) hours' work at overtime rate.

ARTICLE 4 VACATIONS

- 4.01** Employees shall be entitled to vacations with pay as follows:
- (a) After one (1) year of service but less than three (3) years of service, two (2) weeks of annual vacation with pay of four (4%) percent of gross annual earnings. An employee is not entitled to time off within their first year of employment.
 - (b) After three (3) years of service two (2) weeks of annual vacation with pay of

five percent (5%) of their gross annual earnings.

- (c) After five (5) years of service three (3) weeks of annual vacation, with pay of seven percent (7%) of their gross annual earnings, whichever is greater.
- (d) After ten years (10) of service four (4) weeks of annual vacation, with pay of nine percent (9 %) of their gross annual earnings, whichever is greater.
- (e) After fifteen years (15) of service four (4) weeks of annual vacation, with pay of eleven percent (11%) of their gross annual earnings, whichever is greater.
- (f) After twenty years (20) of service five (5) weeks of annual vacation, with pay of eleven percent (11%) of their gross annual earnings, whichever is greater.
- (g) After twenty-five (25) years of service six (6) weeks of annual vacation, with pay of twelve percent (12%) of their annual earnings, whichever is greater. Effective December 1, 2014.

- 4.02** Excess vacation pay from the previous year's vacation pay allotment shall be paid out by the last pay period in July.

In the event of termination of service with the Company after an employee had their vacation they earned for the previous year, they shall receive the appropriate percentage as per Article 4.01, when applicable as the case may be, of their gross earnings they earned in the year in which they end their employment for which no vacation has been paid.

- 4.03** "Gross Annual Earnings" shall mean all wages paid by the Employer, but not money paid by **WorkSafe BC**, unemployment insurance or long term disability.
- 4.04** In order to qualify for vacations with pay at the regular rate, rather than a percentage of earnings, the employee must have worked at least 1400 hours in the calendar year in which vacation was earned. Paid vacation, paid holidays and "shut-down time only" shall count as hours worked for this purpose.

Vacation Scheduling

- 4.05** The Employer will post a vacation selection list by January 15, of each year for sixty (60) days to assist the employees in choosing their vacation. Each employee shall be notified as to the date of their vacation within two weeks after the vacation calendar is removed from notice board, or whatever is practicable. Employees that want to take

vacation other than what was requested on the vacation calendar must give the company at least four (4) weeks advance notice and must be mutually agreed. In the event any two (2) people performing the same job (thereby causing production hardship) seniority shall prevail unless otherwise mutually agreed.

- 4.06** Should a General Holiday occur while an employee is on annual vacation, they shall receive one additional day off with pay in lieu of the holiday. Statutory Holiday shall not be paid to any employee who is on a Leave of Absence as per Article 7.09.

ARTICLE 5 GENERAL HOLIDAYS

Statutory Holidays

- 5.01** (A) All eligible employees shall receive thirteen (13) holidays with pay. The holidays shall be:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth	Boxing Day
Victoria Day	and Reconciliation	One Day Floater

and any additional general holiday proclaimed by the Provincial or Federal Government.

- (B) To qualify for holiday pay, the employee must comply with the following conditions:
- (i) The employee must have worked their last regularly scheduled workday before, and their first regularly scheduled workday after the holiday and have worked any fifteen (15) of the thirty (30) calendar days immediately preceding the holiday.
 - (ii) If any employee alleges that they are unable to fall within the qualifications set out in (a) above due to illness, injury or any other reason acceptable by the company they will be excused from the qualifying days. The Employer shall have the right to request a medical certificate at the Company's expense.
 - (iii) Saturday overtime worked will not be considered a day worked before or after a Statutory Day.

Floater

- 5.02** The floater holiday is defined as the employee's birthday. (*) When an employee's birthday occurs during their first twelve (12) months of employment they receive no benefit.

The terms of the floater holiday will be as follows:

- (a) Any floater holiday must be taken within the calendar month of the employee's birthday. There shall be no carry over of the floater day.

Moving Holiday

- 5.03** If a General Holiday falls on a Tuesday, Wednesday or Thursday, by mutual consent the "Friday", "Monday", or other affected day, can be replaced by working a Saturday(s) at straight time rate not more than four (4) weeks prior to that in which the holiday occurs. This will not nullify overtime rates after eight (8) hours on the day. A two-thirds majority vote of the bargaining unit shall be required in order to accommodate paid holiday(s) that fall on Tuesday, Wednesday, or Thursday.

- (a) The Remembrance Day *and National Truth and Reconciliation Day* holiday's shall not be moved unless they fall on a weekend. Then they would be moved to the Monday following the holiday.
- (b) The Canada Day holiday falling on a Tuesday, Wednesday or Thursday shall be moved to a Friday or Monday. Employees are not required to work the actual Statutory Holiday. If the employee chooses to take the day off they may use bank time, vacation day or time off without pay.
- (c) Any employee terminating their employment with the Employer will be paid at straight time rates for any days worked in lieu of any day off pertaining to the preceding paragraph.

ARTICLE 6 WAGES

- 6.01** Unless otherwise mutually agreed in writing, there shall be only one classification of worker, called "PRODUCTION WORKER", whose hourly rate of pay shall be as follows:

	Effective Dec. 1/2025 (Per Hour) 4%	Effective Dec. 1/2026 (Per Hour) 3%	Effective Dec. 1/2027 (Per Hour) 3%
<i>Start Rate</i>	\$ 23.00	\$ 23.69	\$ 24.40
After One (1) Year	\$ 25.12	\$ 25.87	\$ 26.65
	Effective Dec. 1/2025 (Per Hour) 4%	Effective Dec. 1/2026 (Per Hour) 3%	Effective Dec. 1/2027 (Per Hour) 3%
After Two (2) Years	\$ 27.03	\$ 27.84	\$ 28.68
After Three (3) Years	\$ 28.93	\$ 29.80	\$ 30.69
After Four (4) Years	\$ 30.85	\$ 31.77	\$ 32.72
After Five (5) Years	\$ 34.84	\$ 35.89	\$ 36.96
Ten (10) Year Moduline Silver Premium \$ 0.30			
Five (5) Year rate	\$ 34.84	\$ 35.89	\$ 36.96
Plus Premium	\$ 0.30	\$ 0.30	\$ 0.30
	\$ 35.14	\$ 36.19	\$ 37.26
Fifteen (15) Year Moduline Gold Premium \$ 0.50			
Five (5) Year rate	\$ 34.84	\$ 35.89	\$ 36.96
Plus Premium	\$ 0.50	\$ 0.50	\$ 0.50
	\$ 35.34	\$ 36.39	\$ 37.46
CWB Welder	\$ 36.77	\$ 37.88	\$ 39.01
Leadhand	\$ 1.30	\$ 1.30	\$ 1.30
First Aid Attendant	\$ 1.25	\$ 1.25	\$ 1.25

- (a) It is understood that an employee will be recalled at the same rate of pay that they were receiving at the time of layoff. They will be reinstated into the appropriate wage scale found in Article 6.01.

- (b) It is understood that in order for an employee to advance on the wage scale they must have worked the appropriate number of time as laid out in the left hand column of Article 6.01
- (c) Employees who hold the CWB qualifications for all four (4) stick positions and all three (3) wire positions and are actively working in the frame shop shall be classified as a CWB Welder.
- (d) When, in the opinion of the Employer, it becomes necessary to train an employee as a First Aid Attendant, the Employer will pay all tuition fees to obtain a certificate for the duration of said certificate. In addition, such designated First Aid Attendants shall receive a premium of \$1.25 per hour for all hours worked. If Employee fails test, rewrite will be at Employee's expense.

First Aid Attendants with OFA Level 2 or higher.

Leadhand

- 6.02** A Leadhand, when designated by the Employer, shall receive \$1.30 per hour above their normal rate. The employer shall have the sole authority to designate Leadhand and to decide which departments require Leadhand.

A Leadhand is one who leads and advises other employees in a manner totally of a non-supervisory nature. Duties of such Leadhand shall be to provide assistance and instruction to a respective number of employees. When Leadhand are not occupied with these duties they will perform the duties of their own classification. They may also be required to assist supervisors in providing technical guidance and/or information to other employees. Other duties shall include ensuring that safety rules and procedures are followed and reporting job failures to supervisors, which may be caused by shortages; incomplete work orders, lack of tools or for other reasons which may be of a technical nature. When Leadhand(s) are away on vacation or illness, the designated employee who takes on the Leadhand responsibility in their absence shall be paid Leadhand wages until employee returns to work.

In the event a Leadhand is absent of one week or more the Company shall select another employee to perform that role. The absence must be at least one week or greater to qualify for the Leadhand premium.

- 6.03** No employee shall suffer a reduction in wages as a result of this Agreement and nothing herein shall preclude the payment of a higher wage at the discretion of the

Employer.

Pay Days

- 6.04** Pay-days will be every other Friday covering the two week pay period ending on the previous Saturday, provided, however, that if the pay-day falls on a Statutory Holiday the employees will be paid on the preceding workday. Pay cheques to be deposited through direct deposit to the credit of an employee's account in a savings institution. Pay notice stubs will be *distributed electronically unless requested otherwise*.

ARTICLE 7 LEAVES

- 7.01** After completion of the employee's probation period the employee shall be entitled to Bereavement Leave. When a death occurs in the immediate family (defined as an employee's spouse, child, mother, father, step parent, brother, sister, common-law equal, mother-in-law, father-in-law, grandparents, spouse's grandparents, or brothers and sisters-in-law) an employee will receive three (3) working days off, including the day of the funeral (excluding non working days, Statutory Holidays and Vacation) with no loss of regular pay. In the case of death of the employee's spouse, the leave shall be five (5) consecutive days off including the day of the funeral. Such leave will not be charged against holiday entitlement or other accrued time off. Upon application, a reasonable amount of additional time off, without pay, shall be granted an employee.

Jury Duty

- 7.02** Any regular employee who is required to perform jury duty shall sustain no loss of regular pay for the hours necessarily spent serving on a jury provided, however, that it shall not exceed eight (8) hours' pay per day or forty (40) hours' pay per week, and that remuneration received for jury duty shall be deducted.
- 7.03** An employee on jury duty will be required to report for work if their jury service ends on any day in time to permit at least four (4) hours of work in the balance of their regular shift.
- 7.04** The employee shall furnish a signed statement from an officer of the Court as proof of their jury service and such statement shall include a statement of the amount of remuneration received for jury duty.
- 7.05** The provisions with respect to jury duty will also apply to employees subpoenaed by the Crown to appear as witnesses in any Federal or Provincial Court.

Family Responsibility Leave

- 7.06** An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- (a) the care, health or education of a child in the employee's care, or
 - (b) the care or health of any other member of the employee's immediate family.

Pregnancy and Parental Leave

- 7.07** Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act.

Leave of Absence Without Pay

- 7.08** An employee shall be granted a leave of absence without pay for legitimate reasons provided:
- (a) The employee must make their request in writing at least four (4) weeks in advance of the date requested or the leave may be denied.
 - (b) The Employer believes the leave is for a good reason and that the employee's absence does not unduly affect the efficient operation of the plant.
 - (c) The length of the leave is of reasonable duration when compared to the employee's length of service.
 - (d) If a leave is granted and the employee takes a job elsewhere during this leave of absence without the Employer's consent, they will be deemed to have quit.
 - (e) Granting a leave of absence will be at the sole discretion of the employer.
 - (f) Benefit coverage during an approved leave of absence shall be as follows:
 - (i) If the leave commences on or prior to the 15th of the month, coverage is maintained until the end of the month.
 - (ii) If the leave commences on or after the 16th of the month, coverage is maintained until the end of the following month.

- (iii) If the employee chooses to remain on the benefit plan beyond the above periods during an approved leave of absence, the employee must pay for these benefits in advance. Benefits are defined as Union dues, BC Medical, and Great West Life (Dental, Extended Health, and Life Insurance). Great West Life Long Term Disability plan will not be covered during an approved leave of absence. The Great West Life benefits are a complete package; the employees cannot pick and choose individual benefits coverage. Benefits for an approved leave of absence will only be available until end of the sixth (6) month following the start of the approved leave of absence.
- (g) Any employee who fails to return to work as scheduled upon an expiry of a leave without a reason acceptable to the employer, will be deemed to have quit.

Leave for Union Business

- 7.09** If an employee is elected to act as a delegate for the Union they shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business, provided that not more than one employee shall be absent at any one time for every 50 employees or portion thereof, and no two out of the same department.
- 7.10** If an employee is elected to serve the union on a full time basis, they shall be considered, upon sufficient notification, to be on leave of absence without pay for a maximum period of five (5) years. They shall be re-employed at the same type of work, which they performed prior to their leave of absence and with seniority accumulated, provided that not more than two (2) employees may be absent at any one time.

ARTICLE 8 SENIORITY

- 8.01** In all layoffs and re-employment the rule of seniority shall prevail, provided employees to be retained or re-called by reason of seniority have shown in the past their ability to perform the work available.

The Company agrees that where it is necessary to retain or recall an employee on the basis of past ability, they will also call in one (1) employee on the basis of greatest seniority for the purpose of cross-training in the available work. The cross-training will have a standard probationary period applied to be reviewed by Supervisor and Lead Hand.

Thus, for each employee retained or recalled out of seniority, the Company shall call one (1) employee on the basis of greatest seniority to a maximum of two (2) employees. Welders and Shipper Receiver are excluded.

- 8.02** The Employer's production manager shall discuss with the *Senior* Steward layoffs out of seniority at least four (4) hours prior to an actual layoff occurring. Provided that the reason is not beyond the control of the Employer.

Probation

- 8.03** New employees shall serve a probationary period of *four hundred and eighty (480) working hours* actually worked in the plant. During the probationary period, the Employer shall determine the employee's suitability for employment and may dismiss the employee if in the opinion of the Employer the employee would not be suitable for permanent employment. A bi-weekly assessment will be conducted on all employees during the probationary period.

If an employee while on probation is off work due to *WorkSafe BC*, Illness or Injury, shall have their probation period extended by the amount of time they were off. The employee must return to full duties without restrictions for the probation period to resume.

- 8.04** If an employee is retained at the end of the probationary period, their seniority shall be calculated from the date of commencement of employment.

Loss of Seniority

- 8.05** Seniority of an employee shall be lost and employment terminated if they:

- (a) Voluntarily resign;
- (b) Is discharged for cause;

- (c) In the case of absence due to sickness or accident, fails to report for work upon being declared fit for work. Employee must provide medical documentation indicating a return date. If the employee does not return then 8.05 (f) applies;
- (d) Has less than two (2) years seniority and has been on layoff for a period exceeding six (6) months;
- (e) Has more than two (2) years seniority and has been on layoff for a period exceeding one (1) year plus one additional month for each year of seniority in excess of two (2) years;
- (f) Is absent from work for more than three (3) days without having contacted the Employer and without a reasonable excuse;
- (g) Fails to return to work within two (2) weeks after re-call after a layoff.

8.06 Each employee must ensure that the Employer is provided with their current home address and a current telephone number where the employee may be contacted; and any changes.

In the case of recall from layoff, if the employee is not available at the last recorded telephone number, the Employer may call in the next available employee and shall send, by registered mail or hand delivery, a recall notice to the last recorded home address. If the employee fails to return to work within (2) weeks of the date the notice is delivered, employment shall be terminated.

8.07 Recall and Vacancies

When vacancies occur, the Company shall re-hire laid off employees according to the principle of last person off, first person on. The Company shall make personal contact with the laid-off employee and if unable to do so, they shall send the employee a letter by registered mail or courier and notify the Steward and the Union. It is the employee's responsibility to keep the employer advised of their current address and telephone number.

ARTICLE 9 **GENERAL PROVISIONS**

(A) **Job Postings**

In the event that a vacancy occurs, which is not believed to be temporary, the Company shall post a notice on the Bulletin Board notifying that a vacancy exists if the Company deems the need to replace the position.

A job posting is not required for new hires or any vacancies from employees who have less than two (2) years of continuous service.

New employees may only apply after one (1) year of continuous service from date of hire.

A job posting will be posted for a period of not less than five (5) days unless mutually agreed upon.

The posted position shall be awarded within two (2) days from the closing date of the posted position.

All job postings shall include a tentative commencement date, not to exceed two (2) weeks for the new position posted, unless agreed to by mutual agreement.

A job posting will be posted on the main information board within the Production Plant.

Seniority/Requirements for the position: The posted position shall be awarded to the applicant with the most seniority.

The postings will *include all aspects of the job* outlining required skills and competencies for the positions. Where specific requirements vary they will be reviewed by Management and the **Senior** Shop Steward. A copy of the job posting application shall be given to the **Senior** Shop Steward.

Once the successful applicant has been awarded the job posting they shall not be subject to Short Term Transfer for a period of one year.

(B) Trial Period

The successful applicant shall be given a two (2) week “trial period”. ***This trial period is for the employee to either accept or deny the posting and allow the Company to evaluate competency.*** If the employee chooses not to permanently accept the position ***or the Company deems the employee is unable to meet Company competency expectations,*** they shall return to their position and the position shall be awarded to the next applicant with the most seniority

(C) Job Transfers

A job transfer occurs when there is an increase in production, introduction of a new production process where additional employees are required, or as a result of Job Posting movement. An employee shall be limited to one departmental transfer per year at their own request, this transfer may be requested after one (1) year of employment. Transfers will not be unreasonably withheld and must be mutually agreed upon. Such requests shall be granted within two (2) weeks. Where there are multiple applicants for the transfer, it shall be awarded to the applicant with the most seniority.

Where there is a decrease in production, ***in any given department(s), new staffing levels will be determined by the Company and will be reviewed with the Union prior to implementation.***

New Transfer Request Forms to be made available.

Employee Promoted

- 9.02** An employee promoted out of the bargaining unit shall maintain and accumulate seniority in the classification held at the time of the promotion for up to nine (9) months, provided said employee pays and maintains their Union dues in full in accordance with the Local Lodge Bylaws and Constitution for the period of up to nine (9) months. After nine (9) months, if an employee has not returned to the bargaining unit or has not maintained their Union membership in good standing, the employee shall lose all seniority for the time spent in the bargaining unit. It is understood and agreed to between the Employer and the Union that this shall apply to any employee on a one time only basis. Any exception to the one time only basis will require the agreement of the Union and the Employer.

Short Term Transfers

- 9.03** a) In the event the Company needs to move an employee to another department temporarily, or when there is a temporary change from one department of work to another, or a temporary vacancy caused by vacation or long term absence (expected to be longer than four (4) working days) the Company shall be allowed to fill such vacancy by the temporary assignment of the junior employee who is competent to perform the job.

Where a senior employee is assigned the Company will utilize job shadowing to crosstrain the junior employee so they are able to perform the job.

The maximum time period for the short term transfer is four (4) weeks. This may be extended by mutual agreement between the Union and the Company.

- b) For emergency situations requiring temporary assignments within the department, the supervisor will ask for volunteers. If there are no volunteers then the junior employee who is capable to perform the job shall be assigned. Agreement must be reached with the Senior Shop Steward or their designate prior to the assignments being made.

Job shadowing may not be required if the short term transfer is less than four (4) days.

The maximum allowable time for this occasion is up to four (4) days.

- c) The Company will utilize job training opportunities to cross train employees in order that they can become competent in various jobs throughout the plant.

Duty to Report

- 9.04** (a) Employees will not absent themselves from work without advising the Management. Employees shall not leave the Plant during working hours without permission. Permission will not be unjustly withheld for medical appointments, which cannot be arranged outside of working hours. Employees will endeavor to book appointments after working hours. When employee is absent due to illness for more than one (1) week, they must fill in a Leave of Absence Form and report to Company biweekly. Failure to do so may result in immediate termination.

- (b) Daily Absence must be phoned to the *Company designated phone line a minimum of fifteen (15) minutes* prior to the shift starting *with the exception of an emergency*. Failure to report may result in progressive discipline.
- (c) Wages shall not be paid for any day that an employee fails to face recognition scan in or out. If the employee is unable to face recognition scan in or out, then the employee must notify their Foreman immediately or as soon as possible. Outstanding wages will be paid on following payday.

Health and Safety

- 9.05** Any employee suffering injury while in the employ of the Employer must report immediately to the First Aid Department or as soon thereafter as possible, and also report to their supervisor upon returning to work. A copy of the employee's accident report will be supplied to them upon request. If the employee is unable to complete their day's work as a result of the injury sustained on the job, they shall be paid for the balance of their regular shift at their regular pay up to a maximum of eight (8) hours. If the injury is of a serious nature, requiring further medical attention, the Employer will provide transportation to the doctor or hospital. Employee must follow Moduline's Return To Work/*modified duties* Policy.
- 9.06** Both parties agree that the Industrial Health and Safety Regulations of the *WorkSafe BC* will be rigidly applied and adhered to in all sections of the plant. It shall not be a breach of this agreement and no employee shall be disciplined or discharged, for failure or refusal to work on a job or in any work place or to operate any equipment under unsafe or unhealthy conditions. Where such circumstances, the employee does not work, the employee shall not suffer a loss of pay. At the same time, refusal on the part of an employee to abide by *WorkSafe BC* Regulations or other safety rules after having been warned, will be grounds for discipline.
- 9.07** A joint Health and Safety Committee will be established in accordance with the *WorkSafe BC* Regulations, which shall consist of an equal number of representatives of the Employer and of the Union. The Health and Safety Committee shall identify potential dangers, institute means of improving the health and safety of employees, including identification of hazards and safety and health experience and work practices and standards based upon immediate safety concerns. Time spent in such meetings is to be considered time worked.

Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union. This committee shall consist of not less than four (4) people in total. The number of the committee will only be increased by mutual agreement between the Employer and the Union.

Medical Certificate

- 9.08** (a) The Employer may request a medical certificate before an employee returns to work after they have been absent from work due to an accident, and or sickness beyond a five (5) day absence.

The Employer agrees to pay the cost of such medical certificates.

Notice Board

- 9.09** A notice board will be provided for the posting of all official Union notices exclusively and not to be used to disseminate political propaganda.

Washrooms

- 9.10** Adequate washroom facilities will be provided by the Employer and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

Phone Calls

- 9.11** All phone calls and messages for Bargaining Unit personnel shall be referred to the Human Resources Manager *or designate*. In their discretion such message shall be immediately taken to the employee or the employee called in to receive it. In any event, the Human Resources Manager *or designate* shall cause the message to be delivered to the employee at the next break period. A telephone shall be provided at the lunchroom, and in emergencies plant employees may use the office phones.

Tools

- 9.12** The Employer will provide at its expense all tools used on the job. Replacements for tools worn out or tools damaged while exercising ordinary care will be at no cost to employees.

- 9.13** No foreman or salaried employee shall be permitted to use any tool to do production work at any time except in the case of emergencies, such as unexpected high absenteeism, or in the course of instructing or training new employees on new procedures. Research and development of prototype work shall also be excluded from the prohibition of this section.

Savings Clause

- 9.14** Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and such remain portions shall continue in full force and effect.

Retirement

- 9.15** Company will comply with the Human Rights Code provision.

ARTICLE 10 BENEFITS

Payment of Premiums

- 10.01** Eligibility and coverage for all benefits is subject to the terms and conditions of the plans. The Employer's only obligation is to pay the premiums. The Employer will provide to the Union and each employee a booklet describing the terms and conditions of the benefit plans. Former employees who are rehired by the Company within two years after their recall rights have expired shall not be required to undergo a waiting period; such employees shall be placed on benefits at the beginning of the month following the date they are hired.

Medical Service Plan/Extended Health Care

- 10.02** Employees are eligible for coverage on the 1st of the month following their probation period
- (a) The Employer shall continue, without any changes, the Medical and Group Insurance program. The Employer will pay one hundred percent (100%) of the premiums for all its employees and their dependents. Common law spouses will be required to comply with a six (6) month cohabitation rule. An employee must be a resident of British Columbia for three months to be eligible for any life and medical benefits. Employer will provide prescription cards.

Prescription Drug Card - 85%

- (b) The Employer will pay one hundred percent (100%) of the monthly premiums to provide the following:

Life Insurance for all its employees of \$100,000.00

Upon age 65;

Life Insurance benefits will decrease by 50%

Accidental and Death and Dismemberment (A.D.D.) of \$150,000.00

January 1, 2026 Paramedical services increase to **\$750.00**

Dental Plan

10.03 (**) Employees are eligible upon completion on the 1st day of the month following of twelve (12) months employment.

Dental Plan will provide basic coverage yearly to a maximum of **\$2500.00**

The Employer will provide at no cost to the employees a Dental Plan for all its employees and their dependents, (100%) coverage of Plan (A) based on most current dental fee schedules). The dental plan will provide orthodontia coverage for children (dependants) only on the basis of fifty percent (50%) of costs to a maximum lifetime benefit of \$3500.00. The plan will also provide for **seventy** percent (**70%**) of the cost of major restorative procedures. i.e. crowns, bridges, etc.

Employees returning from a lay off will be reinstated to the dental plan on the first day of the month following such re-employment, provided such return to work is within six (6) months from the date of the most recent lay off.

Continuation of Coverage

10.04 Benefit coverage continues while an employee is actively employed, as well as:

- (a) On layoff, prior to the 15th of the month, coverage will remain until the end of that month;
- (b) Layoff on the 16th of the month or later, coverage will remain until the end of the following month.
- (c) **While on a *WorkSafe BC* claim.**

10.05 Benefit coverage:

- (a) Ceases upon termination of employment;

10.06 Benefits when off for accident or sickness will be as follows.

- (a) Less than two (2) years seniority from the time of accident or sickness benefits coverage will be the same as 10.04 (a) and (b).
- (b) More than two (2) years seniority from the time of accident or sickness. MSP of British Columbia will be paid for a period of six (6) months following the date of accident or sickness. All other premiums will be paid for by the company for a period of two (2) months with the exception of LTD.
- (c) More than five (5) years seniority from time of accident or sickness all premiums will be paid for a period of twelve (12) months following the date of accident or sickness with the exception of LTD premiums.

Safety Footwear/Glasses Allowances

10.07 Employee's who have completed one year of service will be entitled to \$250.00 for the replacement or repair of CSA approved safety footwear (including insoles, *laces, and work socks*) on a once per year from the last date from the receipt of the previous purchase. After completion of one year of service the employee must work a minimum of 1400 hours per year (from the last purchase of Safety Footwear) *in order to qualify for the annual boot allowance*. Employees upon request for safety boot allowance may receive a voucher for Marks Work Warehouse *or alternate* to purchase Safety Footwear. No carry forward of remaining balance allowed.

- (a) Employees who are forklift operators who primarily work outside as well as employees who sheet in homes, plumbing testers, exterior painters will be entitled to a \$250.00 outdoor clothing allowance once per calendar year. For employees temporarily assigned for outside work may be eligible for the allowance by mutual agreement with the Senior Shop Steward and Management.

Employees must be given one day notice prior to working outside. Temporary employees who work outside for the duration of two (2) weeks or more shall be entitled to the clothing allowance.

- (b) No employee will qualify for safety footwear after given notice of layoff.

- (c) *Employees who have completed one (1) year of service will be entitled to seven hundred and fifty dollars (\$750.00) every two (2) years for corrective safety glasses.*

Paid Sick Leave

- 10.08** Five (5) paid sick leave as per Employment Standards Act Part G, leaves, illness or injury, leave Section 49.1.

Long Term Disability

- 10.09** The Employer will arrange for a long-term disability insurance plan for employees with five (5) years of service on the 1st day of the month following for non-WCB injuries or accidents. Coverage is subject to the terms and conditions of the insurance plan. Premiums will be paid by the employee so that benefits will not be taxable.

Upon age 65;
Long Term Disability (LTD) will cease

Eye Glass Coverage

- 10.10** *For employees with one (1) years service and their dependents, on the 1st day of the month following shall receive seven hundred and fifty dollars \$750.00) per person towards the purchase of prescription eyeglasses or laser surgery every two (2) years.*

Severance Pay

- 10.11** An employee who is permanently laid off, or otherwise terminated (except for just cause) will receive severance pay or given notice in writing as set out below.

From six (6) months up to two (2) years' completed service – two (2) week's severance or notice or combination up to two (2) weeks.

For each additional completed year of service, - one (1) week's severance or notice to a maximum of *fourteen (14)* weeks for *fourteen (14)* years of service.

The above is payable after the employees recall rights have expired, at which time the employee loses their right to recall.

An employee can claim their severance after thirteen (13) consecutive weeks of layoff if they terminate employment and waives recall rights under the collective agreement.

Years of service shall be interpreted to mean the total numbers of years of service between the date of employment and the date on which the employee's job ceases.

10.12 Facility Closure

- (a) *In the event that the Company decides to close, restructure, or relocate the existing facility and work is no longer available the affected employee(s) shall receive notice or severance pay in lieu of notice, to be determined at the sole discretion of the employer in the amount of one (1) week severance per completed year of service to a maximum of fourteen (14) weeks pay.*
- (b) *Notwithstanding the above Provisions, the Company agrees to give the Union, with the required notice under Section 64 of Employment Standards Legislation, in the event of a facility closure. If adequate notice is not provided to the Union, affected employees will be credited with severance in lieu of pay for the period that the notice was not provided, in addition to the severance calculation (a) above.*

Retirement Savings

10.13 (*)** Employees are eligible upon completion of *one (1)* year service. It is the sole responsibility of the employee to enroll.

Employees with less than *one (1)* year service will be allowed to self-contribute to the plan with no contribution from the Company.

The RRSP/*or Machinists 692 Pension Plan* program shall be instituted as follows:

- (a) Vesting is full and immediate.
- (b) Administration will be covered by the Employer.

The Employer will match at *seventy-five percent (75%)* the employee's contribution to a maximum of *eight (8)* percent of the employee's weekly earnings.

Example:	7%	8%
Employee earnings	\$1080.00 weekly	\$1080.00 weekly
Employee contribution	\$ 75.60	\$ 86.40
Company match at 75%	\$ 56.70	\$ 64.80

Employee contributions are remitted bi - weekly.

Company contributions are remitted bi - weekly.

ARTICLE 11 GRIEVANCES

Grievance Defined

11.01 A grievance means any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, and also any difference arising from disciplinary action or where it is alleged that the Employer or the Union has acted in violation of this Agreement.

Grievance Procedure

11.02 An honest effort to settle all grievances without stoppage of work shall be made in the following manner:

Step 1: Discussion between the aggrieved party with the Shop Steward and the Foreman within two (2) working days from the date of occurrence or discovery.

Step 2: Failing settlement within four (4) working days after step one, the grievance shall be put in writing specifying the date of the violation and the section of the Agreement violated. The employee and/or their representative shall endeavor to settle the matter with the Production Manager.

Step 3: Should no satisfactory settlement be reached within seven (7) working days after step two the Union Business Representative will discuss the grievance with the General Manager.

Step 4: Within seven (7) working days of step three the General Manager or designated company official authorised to make a final decision will provide the company's position in writing to the Business Representative.

Step 5: Within Fifteen (15) days after a final decision of a grievance at the step (4) four level, the union or the employer may refer the unresolved grievance to arbitration by serving upon the other a written notice of intent to arbitrate.

At any step where the grievance issue has been resolved the resolution will be in writing and signed by both parties and placed in the employee file. This must occur within ten (10) days of the resolution.

Extension of Time

11.03 The time limitations set forth in Steps 1 through 3 above may be extended by mutual agreement, in writing, signed by the representative of the Union entitled to request consideration of the grievance at that Step and the representative of the Employer with whom the grievance is to be discussed.

Limitation Period

11.04 No grievor or representative of the Union may take up as a grievance any act or occurrence which took place more than ten (10) days before applications made to the Foreman for Step 1 consideration, unless the grievor or Union representative was prevented from discovering such act or occurrence, in which case the ten (10) day limitation shall begin with the day the act or occurrence was discovered or with reasonable diligence could have been discovered.

Limitation on Discipline Record

11.05 Disciplinary warnings and suspensions shall be removed from an employee's file after one (1) year from the date of the occurrence, provided there has been no further discipline in the one (1) year period with the exception of Bullying and Harassment *or significant safety violations* discipline.

ARTICLE 12 ARBITRATION

12.01 The parties agree to a single arbitrator as agreed to between the company and the union.

12.02 The arbitrator shall not have the authority to change, modify or alter this agreement but may interpret its provisions. The decision of the arbitrator shall be final and binding.

12.03 The parties shall divide equally the arbitrator's fees and expenses.

- 12.04** If the award of the arbitrator is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either Party, made within fifteen (15) days after the Court's final decision, be submitted to another arbitrator appointed pursuant to and with all the powers provided by this Clause.
- 12.05** Any arbitration shall be held at the City of Penticton or such other place as decided by the parties.

ARTICLE 13 TECHNOLOGICAL CHANGE

- 13.01** *Both the Company and the Union agree that it is important to discuss the introduction and implications of technological change in the workplace where that change will affect Employees. Where the Company intends to introduce technological change it will meet with the Union to discuss the implications of the change ninety (90) days prior to implementation.*
- 13.02** *Technological change will be considered the introduction of new or modified equipment which will displace employees in the plant. The Company will provide information about the new technology and the impact on the Employees.*
- 13.03** When such change occurs, the employer shall provide reasonable training arrangements for available jobs for the employees displaced by such occurrence in order that employees will have an opportunity to utilize their qualifications and ability for available jobs within the Bargaining Unit including newly created jobs within the Bargaining Unit.
- 13.04** An important purpose of this article is to assist employees in adapting and retraining to meet technological change in the workplace.
- 13.05** *If an employee is not able to be placed in alternative position, severance pay shall apply, in accordance with Article 10.11 of this Collective Agreement. If the employee refuses any position that is available, then the employee will not be eligible for severance pay.*
- 13.06** Any disputes arising under this Section shall be subject to the grievance procedure.

**ARTICLE 14 DURATION OF AGREEMENT - RENEWAL AND
TERMINATION**

14.01 This Agreement shall be for the period from and including December 1st, **2025** to and including November 30th, **2028**, and from year to year thereafter subject to the right of either party, within two (2) months, immediately preceding November 30th, **2028**, or immediately preceding the last day of November in any year thereafter, by written notice, to require the other Party to commence collective bargaining.

14.02 Should either Party give written notice, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the Agreement until:

- (a) The Union gives notice to strike (and until the Union goes on strike), or
- (b) The Employer gives notice of lockout (and until the Employer shall lock out its employees), or
- (c) The parties conclude a renewal or revision of this Agreement or enter into a new collective agreement, whichever is the earliest.

14.03 There shall be no strikes, slowdowns or other interruptions of work by employees, and no lockout by the Employer while this Agreement is in force.

Dated this _____ Day of _____, 20 _____.

**FOR THE COMPANY:
MODULINE INDUSTRIES
(CANADA)**

**FOR THE UNION:
LODGE 2711
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS**

LETTER OF UNDERSTANDING

Between

MODULINE INDUSTRIES (CANADA)

and

**LODGE 2711, INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, PENTICTON
(DISTRICT LODGE 250)**

Reduced Work Hours

The parties agree to a voluntary reduced work schedule for older/senior workers with the following conditions:

- a) Work schedule is for four (4) eight-hour (8) days, either Monday to Thursday or Tuesday to Friday.
- b) Maximum of twelve (12) employees.
- c) Requirement is age over 55 years or 30 years of Company seniority.
- d) Application must be made in writing to the Company no later than December 10 of the preceding year. Successful applicants will be notified by December 20 of the year. Where there are greater than twelve (12) employees, the shift will be granted on the basis of seniority.

If an employee on the reduced work week program retires applications can be accepted within two weeks of the previous employee that has retired.

- e) Employee must commit to participate in the program for one (1) calendar year, unless mutually agreed otherwise between the Company and the employee.
- f) Employees who are on the program must re-apply each December if they wish to continue on the reduced work schedule.

- g) If the employee agrees to work on the fifth (5) day of the week, it is understood that this is at straight time rates of pay.
- h) Statutory Holidays which fall on the employee's normal day off shall be designated to be taken on either the day before or the day after the holiday. With regard to Article 5.01 (B) (i), employees shall be required to have worked his regular scheduled day before and after the designated holiday, and have worked any twelve (12) of the thirty (30) calendar days immediately preceding the holiday.
- i) *Employees who are on the reduced work week LOU shall not work more than four (4) days in a work week unless agreed to by mutual agreement.*
- j) Vacations shall be taken with the understanding that a week of vacation is four (4) work days.
- k) The Company shall determine which days the employee will have off based on seniority. However, the employee may choose an alternate day off by mutual agreement.
- l) If an employee voluntarily removes from the program cannot apply for the reduced work week in the future.

Dated this _____ Day of _____, 20 _____.

**FOR THE COMPANY:
MODULINE INDUSTRIES
(CANADA)**

**FOR THE UNION:
LODGE 2711
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS**

LETTER OF INTENT

Between

MODULINE INDUSTRIES (CANADA)

and

**LODGE 2711, INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, PENTICTON
(DISTRICT LODGE 250)**

PLANT & VACATION SHUTDOWNS

PLANT SHUTDOWN

- a) In the event of a plant shutdown for maintenance or production curtailment, that exceeds one (1) week, the Company will notify the Union in writing of the dates no later than two (2) weeks prior to plant shutdown.***
- b) Should the Company find it necessary to schedule a shutdown for non-routine maintenance or production curtailment it shall be scheduled as per the needs of production. During such events a shutdown may be scheduled with a duration of one (1) or two (2) days per week with forty-eight (48) hours' notice, with the exception of an emergency situation.***
- c) Where a plant shutdown has been announced under Section (a) above, an employee's scheduled vacation shall not be changed by the Company without the consent of the employee concerned. Unscheduled vacation, banked time or time off without pay may be used to cover the period of the shutdown.***
- d) During a plant shutdown, should it be necessary to keep a reduced workforce at work, the most senior employees shall have the first opportunity to work, provided the employee is able to perform the work required independently without training.***

VACATION SHUTDOWN

- a) *Should the Company find it necessary to schedule a vacation shutdown it will be scheduled during prime summer months or during Christmas and New Year's, and shall be limited four (4) weeks per year.*
- b) *Employees are required to use vacation time to cover vacation shutdown however, in the event the Employer utilizes a second week of vacation shutdown, employees with only two (2) weeks' vacation eligibility will only be required to use one (1) week of their entitlement with the option of taking the second week unpaid.*
- c) *The Company shall announce by March 1 of each calendar year any planned vacation shutdown.*

Dated this _____ Day of _____, 20 _____.

**FOR THE COMPANY:
MODULINE INDUSTRIES
(CANADA)**

**FOR THE UNION:
LODGE 2711
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS**

