

**COPY**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**Meyer Housewares Canada Inc.**

Prince Edward Island, of the first part  
Hereinafter referred to as the "Employer"

**AND**

**The Employees**

(Plant and Distribution Center hourly employees)  
Of the second part, hereinafter referred,  
To as the "Association"

## COLLECTIVE AGREEMENT

**THIS AGREEMENT** made this 1st day of March, 2023

**BETWEEN**                    **MEYER HOUSEWARES CANADA INC.,**  
of the first part, hereinafter referred to as the "Employer"

**AND**                            **THE EMPLOYEES**  
(Plant and Distribution Centre hourly employees)  
of the second part, hereinafter referred  
to as the "Association."

### **PREAMBLE**

Recognizing that the well-being of the Employer and that of its employees depends upon the well-being of the business as a whole, and recognizing further that a relationship of goodwill and mutual respect between an employer and employees can contribute greatly to a successful Company and increasing job security, the parties to this contract join in the following agreement:

### **ARTICLE 1 - PURPOSE**

(A) The purpose of this agreement is to promote and maintain harmonious relations between the Employer and Employees; to define more clearly wages and conditions of employment which shall exist between Employer and Employees; to provide an amicable method of settling complaints or differences which may from time to time arise; to promote the mutual interest of the Employer and Employees; and to provide for the carrying on of the Employer's business under methods which will further, to the fullest extent possible, the safety and welfare of the employees, together with efficiency and economy of the operations and services to customers. It is recognized by this agreement that it is the duty of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

(B) Both parties agree to co-operate as per 1, 2, 3, 4, and 5, as outlined below at all times, in order to achieve a good standard of wage and working conditions:

- (1) To maintain and improve quality of products.
- (2) To avoid waste of products, materials, or time.
- (3) To maintain continuous operations of all production equipment.
- (4) To assist in keeping the Company property clean, tidy, and organized.
- (5) To conserve, protect, and maintain machinery and equipment.

## **ARTICLE 2 – DEFINITIONS**

(A) The term "Employee", as used in agreement, shall mean all Plant and Distribution Centre Hourly Employees of the Employer in the Negotiating Unit.

(B) Wherever the word "Company" is used herein shall mean the Employer.

## **ARTICLE 3 – RECOGNITION**

1. The Company recognizes the Association as the exclusive negotiating agency for the Employees, as defined in Article 2.

2. The Company and the Association will not negotiate collectively during the term of the agreement with any other labor organization. The company will not negotiate with any individual employee during the term of this agreement. In the event of other industries attempting to entice key employees by offering higher wages, the Association agrees to negotiate with the Employer on behalf of the individual concerned, should the company desire to retain this employee.

## **ARTICLE 4 – MANAGEMENT**

1. Subject only to the provisions of this Agreement, the management and operations of the Plant and Distribution Centre, including all decisions with respect to the products to be manufactured, the method of manufacture, the schedules of production and distribution, the kind and location of machines and tools to be used, the process of manufacturing, engineering and designing of products, the control of material and practices to be incorporated in products produced, and the extensions, limitations and cessation of production and operations, as well as the employment, direction, promotion transfer, classification, hiring, assignment, layoff, suspension, discharge, enforcement and alteration of reasonable rules and regulations to be observed by employees and other discipline of employees for just cause, shall be the exclusive right of the Company and its management. Management rights and functions shall not be limited in any way, except as provided for specifically by the Terms of this Agreement.

2. The Company shall have the right to terminate the employment of any employee engaging in any other major occupation or business to the extent that adversely affects such employer business.

3. The Company's rights as outlined in this article shall be subject to the complaint procedure.

4. Demotion and/or loss of length of service shall not be used as a disciplinary measure.

## **ARTICLE 5 – CHECKOFF**

The Company will deduct bi-weekly dues, initiation fees, and assessments, as certified by the Association, in writing.

The Company shall list the annual association dues paid by the employee on his/her Income Tax T4 Statement, and on a bi-weekly basis, the amount shall be tabulated on the Employees pay receipt.

## **ARTICLE 6 - ASSOCIATION SECURITY**

All eligible Plant and Distribution Centre hourly employees shall join the Association and shall remain members of the Association for the duration of this contract, for as long as the employee remains an employee within the negotiating unit and an employee of the Company. An employee must successfully pass their probation to become eligible.

## **ARTICLE 7 - LENGTH OF SERVICE**

Promotions and filling of vacancies or new positions within the negotiating unit shall be determined through an interview process and the decision to choose will be influenced by the following attributes: employees desire to perform at a higher level, willingness to take responsibility, positive attitude, good attendance, ability, and understanding of the process. Years of service will also be taken into consideration and may be used to determine the successful candidate in the case where the attributes of multiple applicants are deemed similar.

The successful applicant will be placed in the new role with a 3 - month probation period to be sure the employee is a good fit for the role. Clear expectations regarding the job function, production performance and quality outputs will be communicated to the successful applicant by the employer at the time of promotion. The employee will go through a training period/probation period and be monitored weekly by his/her supervisor for the employee's ability to learn the new skill, do the job function as intended, and as set out by the employer's expectations. Constructive feedback will be given to the employee in real time on areas where improvement is needed. At the end of the 3-month probation period, it will be expected that the employee has gained the knowledge to perform the new role at a high level of performance within the expectations set by the employer. If, at the end of the 3-month probation period, and all efforts to provide training and constructive feedback have not helped the employee improve in their new role, to the expectation set by the employer, the employee will be able to return to their former position or any comparable position, wage, or salary rate without loss of length of service or wage.

Where a job vacancy or a new position is created, and when notice is posted by management, there will be a minimum of eight (8) working days before the posting is closed. A copy of the notice shall set out the job description or classification and wage rate. The employee will be granted the corresponding wage upon commencement of the position. The company will attempt to post the wage classification on all new positions. When posting temporary positions, any employee that has worked in a temporary position for over 365 days will be deemed to be full time at that position.

The Employer shall use reasonable efforts to inform employees who are on vacation of such vacancies and new positions.

In filling job vacancies, including promotions and new positions, the job shall be awarded within five (5) calendar days after completion of the employee interviews.

An Employee's Probation and Length of Service standings will be cancelled after a lay-off exceeding ninety (90) calendar days except in situations where provincial/ federal authorities are shutting businesses due to health and safety concerns in which case the term of the government shutdown for health and safety concerns will not be included in the calculation of the lay-off.

## ARTICLE 7 - LENGTH OF SERVICE (continued)

An Employee recalled after a lay-off exceeding ninety (90) calendar days will be considered a new hire and is subject to probation time.

The length of service of an Employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he/she:

- (a) Voluntarily leaves the service of the Employer or is terminated for cause and the termination is uncontested or upheld by an arbitrator.
- (b) Fails to return to work when recalled by telephone, or failing that, by registered mail to the last known address, within three (3) days, the Employee shall be considered to have voluntarily left the Employer's employ and that person is terminated, but may be re-hired at the discretion of management after communicating with the employer the reason of his/her absence. Employees while eligible for recall will inform the Employer of any changes of address or telephone.
- (c) Is absent from his/her scheduled employment for more than three (3) consecutive days without contacting the Employer. In the event an employee fails to report for three (3) consecutive shifts without notification to the Employer, that person is terminated, but may be re-hired at the discretion of management after communicating with the employer the reason of his/her absence. Failing that, the employee shall be considered to have voluntarily left the Employer's employ.
- (d) Has been on a layoff exceeding twenty (20) months.
- (e) Has been absent due to illness and accident, not work related, for a period exceeding twenty-four consecutive months.
- (f) If, after obtaining a leave of absence from the Employer, the employee does not respect the terms of the agreement between the employee and employer.
- (g) Is absent due to an occupational illness for a period exceeding twenty-four (24) consecutive months.

## ARTICLE 8 - COMPLAINT PROCEDURE

### PREAMBLE

A complaint is a difference between the parties relating to the interpretation, application or administration of the Agreement or an allegation that the Agreement has been violated.

Any complaint, difference, or dispute arising directly between the Company and the Association may be discussed between both parties. If no resolution is achieved, either party may utilize the Arbitration process.

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible. Both parties, therefore, recognize that supervisory employees should be informed as quickly as possible by the employee. Under ordinary circumstances a complaint does not exist until the supervisor has had ample opportunity to investigate and deal with the circumstances given rise to the complaint. It is understood that an employee has no complaint until he/she, accompanied by one (1) committee member has given his/her supervisor the opportunity of resolving the complaint.

## **ARTICLE 8 – COMPLAINT PROCEDURE (continued)**

It shall be mandatory that the supervisor and the employees fully discuss the complaint and make a positive effort to resolve it.

Complaints will be dealt with in the following manner:

- (a) Any complaint shall be handled by the Association Committee. The Committee shall first discuss the complaint with the Plant/Distribution Manager or his designate within five (5) working days of the event leading to the complaint.
- (b) If the complaint is not settled within three (3) working days, the Association Committee shall take the complaint to the President or his designate, who shall give a written decision to the Association Committee within five (5) working days.
- (c) Failing a settlement, the complaint may be referred to the Applicable Minister responsible for the Labor Act of Prince Edward Island, who shall be the arbitrator or appoint an arbitrator. Such complaint or dispute will be presented to the Arbitrator by a representative of the Association and a representative of the Company.

The Arbitrator, however, shall have the power to modify or set aside any penalty imposed by the Company, relating to disciplinary measure then before him/her, but shall have no power to add, substitute, subtract or modify any terms of this agreement.

- (d) All decisions of the Arbitrator arrived at, in accordance with the provisions of this Agreement shall be final and binding upon both parties. The Arbitrator will render a decision within a reasonable time after the conclusion of the hearings. Any expenses of, or incurred by, the said Arbitrator, shall be shared equally by the Company and the Association.
- (e) The above time periods outlined in Article 8 are not mandatory but both parties agree that every reasonable effort will be made to follow them.
- (f) Members of the Association Committee shall suffer no loss in pay for time spent during their normal working hours attending negotiating committee meetings with the Company Officials.

## **ARTICLE 9 – WAGES**

The employer agrees to pay the scale of wage rate ranges attached, during the life of this agreement.

(See attached Collective Agreement Rates for Plant and Distribution Centre)

1. Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own, then they shall receive their own rate. An employee assigned temporarily to a classification paying a higher rate, then the higher rate will be paid for the work performed thereafter in the classification.

## ARTICLE 9 – WAGES (continued)

2. Temporary positions will be used for Workers Compensation leave, short term disability leave, and for a second shift, up until the time the second shift becomes year-round employment. When posting temporary positions, any employee that has worked in a temporary position for over 365 days will be deemed to be full time at that position.
3. An adjustment to increase by ten cents (\$0.10) per hour per year for long term employment will be made on the anniversary day of hire from Years 1-10. After employees have completed their 10<sup>th</sup> year and starting in Year 11 onwards the adjustment will be fifteen cents (\$0.15) per hour per year.

## ARTICLE 10 – HOURS OF WORK AND OVERTIME (Amended)

The Regular Workday will be defined for the Plant and the Distributions Center as follows:

### Plant

The Regular Workday at the Plant shall be as follows:

- I. 4 days – 12 hours rotating shift configuration starting at the beginning of the week at 6:00 am and 6:00 pm
  - a. 4 – 15 minute breaks every 2.5 Hours (approximately);
  - b. break schedule is based on rotating employee breaks on all production machines to ensure that all machines operate continuously with no stoppages during breaks.
- II. 5 days – 8 hours rotating shift configuration starting at the beginning of the week at 6:00 am, 2:00 pm, and 10:00 pm
  - a. 2 – 15-minute breaks every 2.5 Hours (approximately);
  - b. break schedule is based on rotating employee breaks on all production machines to ensure that all machines operate continuously with no stoppages during breaks.
- III. 4 days – 10 hours rotating shift configuration starting at the beginning of the week at 6:00 am and 4:00 pm
  - a. 3 – 15 minute breaks every 2.5 Hours (approximately);
  - b. break schedule is based on rotating employee breaks on all production machines to ensure that all machines operate continuously with no stoppages during breaks.

## **ARTICLE 10 – Hours of Work and overtime (Amended) (Continued)**

### **Maintenance Shifts**

The plant maintenance shifts are as follows:

1. Day Shift 1 - Monday- Thursday 6:00 am - 4:30pm ( 1/2 hour unpaid lunch)  
Friday - 6:00 am -2:00 pm ( no lunch)
2. Day Shift 2 -Monday- Thursday 7:30 am - 6:00 pm ( 1/2 hour unpaid lunch)  
Friday - 6:00 am -2:00 pm ( no lunch)
3. Night Shift - Monday - Thursday 6:00 pm - 6:00 am (same as regular staff)

### **Manufacturing Plant Shift Premium:**

If production requirements warrant additional hours to be worked outside the normal work week mentioned above, a shift premium will be applied to the workers hourly rate in the following manner:

**Standard Shift Premium** - Where there is a second or third shift added there will be a shift premium paid as follows:

- 12-hour shifts - 6 pm to 6 am - \$1.50 / hour
- 10-hour shifts - 4 pm to 2 am - \$1.20 / hour
- 8 hour shifts - 2 pm to 10 pm - \$.75 / hour, 10 pm to 6 am - \$1.50 / hour

A Premium cannot be applied to a Premium and is always calculated on the hours worked only – this means that a Standard Shift Premium will not be added to an hourly rate before overtime is calculated. Example: an employee works 52 hours in 1 week on an off standard shift and has worked 4 hours overtime. The shift premium paid will be on the actual 52 hours worked only and cannot be multiplied by the overtime premium.

### **Distribution Centre**

The Regular Workday at the Distribution Centre shall be as follows:

- a) 8:00 am to 4:30 pm to give an 8 hour paid day
- b) 15-minute break in the AM
- c) 30-minute unpaid lunch break
- d) 15-minute break in the PM

## ARTICLE 10 - Hours of Work and overtime (Amended) (Continued)

### Time Clock Policy

When an employee punches in after the commencement of the schedule shift, they are considered late and their time will begin at the next quarter hour after they punched in. For example, if an employee's shift starts at 6:00 am and the employee punches in at 6:04 am, their paid time will start at 6:15 am.

When an employee punches out prior to the end of their schedule shift, they are leaving work early, and their paid time will be rolled back to the previous quarter hour. For example, if an employee's shift ends at 6:00 am and the employee punches out at 5:57 am, their paid time will stop at 5:45 am.

#### 1. The Regular Work Week will be defined as follows.

- a. The regular work week for employees will be Monday to Sunday, with one (1) day off in a seven (7) day period, but may be changed to two (2) consecutive days off in a seven (7) day period depending on company needs.
- b. The hours of work and days of work above shall not be changed, unless the company deems it necessary to shut down operations due to maintenance or changes in company production requirements.

#### 2. Reporting for Duty

Employees reporting for duty shall be paid for hours worked at regular rates of pay.

#### 3. Rest Period

- a. The company agrees to grant rest periods (as defined in this section as "breaks") of fifteen (15) minutes each. The Association agrees that, except in cases of personal necessity, employees shall not ask for, or take, additional time off during the regular working day unless agreed by both parties. The Association further agrees that such rest periods are a privilege and are not to be abused. The Company reserves the right to revoke an employee's canteen privilege for abusing the time allotted for these breaks.
- b. The Employer agrees to provide and maintain a room as a coffee break or restroom.

#### 4. Overtime

- a. All authorized work performed in excess of forty-eight (48) hours to fifty-six (56) hours shall be paid for at time and one half the employees regular rate, and all authorized work performed in excess of fifty-six (56) hours shall be paid for at double time the employee's regular rate.

## ARTICLE 10 – HOURS OF WORK AND OVERTIME (continued)

- b. Any employee called out to work shall be paid a minimum of three (3) hours at time and one half provided the employee has worked eight and one half (8.5) hours during that day, otherwise, the normal rate of pay shall prevail.
- c. All work requisitioned and performed on Statutory Holidays, hereinafter set out, shall be paid for at double the normal rate of pay for all hours worked. (This is in addition to the pay for such holidays.)
- d. No employee shall be required to take time off because of overtime worked.
- e. In the interest of being fair to all employees, every effort will be made to have overtime shared equally by all and will be based on the employees' experience and the employer's need.

A separate Overtime Policy will be posted outlining our intention and awarded to qualified personnel. (See below attached policy outlining the above)

### 5. Time Off

All employees wishing to take time off for personal reasons must request the time two (2) days in advance.

- 6. Employees shall not be compelled to work greater than fifty (50) hours in any seven consecutive calendar days, except in an emergency or to meet market requirements

### Overtime Policy

It is vital to our business that we always service our customers. Due to the seasonality of our business there will be times in the year where sales will exceed the normal working hours of the facility. In these cases, overtime performed by our employees is the only short-term solution to customer satisfaction to ensure on time delivery. It is the company's expectation that employees make themselves available as requested to service our customers.

The Company will give as much notice possible to employees when overtime is required. However, it is possible that overtime may be needed on a short notice basis. We will always request voluntary overtime as a first step and that may be all that is required. However, there may be times when this is insufficient and it is the company's right to expect reasonable overtime on behalf of all employees to service our customers.

## **ARTICLE 10 – HOURS OF WORK AND OVERTIME (continued)**

Reasonable overtime on behalf of all employees is a condition of their continued employment and cannot be refused without consequences. During the initial hiring process all potential Meyer employees understood that overtime may be required periodically and was a condition of their employment.

If voluntary overtime is insufficient, overtime is to be fairly distributed without favoritism amongst all employees based on type of work to be performed and the ability of the employee to perform the tasks. A method of recording the number of overtime hours worked per employee will be put in place by Meyer management to ensure that all employees are doing their fair share.

The company will exercise continued good judgment and provide as much advance notification when we are in overtime situations. It is in our mutual best interests to service all our customers and to do it in the most efficient and effective manner possible.

## **ARTICLE 11 – STATUTORY HOLIDAYS**

1. The Company agrees that, subject to Clause (2) hereof, all employees shall be paid for their regular scheduled hours at their regular rate of pay, without work, for the following 11 holidays: New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Labor Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
2. In order to qualify for paid holidays, employees must work his/her last full scheduled work day before and his/her first full scheduled work day after the holiday unless he/she is on scheduled leave or is absent due to illness and provides a doctor's note, or any leave provided for in this agreement.
3. Probationary employees shall qualify for holiday pay after 30 days of employment if they worked at least fifteen (15) of those 30 days and are also subject to clause (2) above.
4. When a scheduled shift starts on the day preceding the actual holiday, the holiday is deemed to start at the end of this scheduled shift for pay purposes. After the end of that scheduled shift, the next 24 hours period will be deemed as "the holiday" for pay purposes. For example, if a holiday is on Wednesday and the night shift started at 6:00 pm on Tuesday and was scheduled to run until

## ARTICLE 11 – STATUTORY HOLIDAYS- (Continued)

5. 6:00 am on Wednesday, the “holiday for pay purposes” would start with the next shift at 6:00 am on Wednesday and end at 6:00 am on following Thursday.
6. For the holidays that are not on a fixed Monday or Friday, apart from the Christmas / New Years holiday period, the employees, with the company’s approval, can move this holiday to the end or beginning of a weekly shift rotation.

## ARTICLE 12 – VACATION PLANT AND DISTRIBUTION CENTRE

If the plant and/or distribution center is scheduling a multi-week shut down for maintenance, capital projects, and/or vacation/holiday breaks, we will endeavor to notify the employees with a minimum of two months’ notice.

In the case an employee is looking to take vacation during the spring, special considerations can be made based on the number of employees looking for the same vacation time and the company’s production requirements. In cases where the employee does not have enough vacation time to cover the shutdown duration, there may be work available in production and/or maintenance.

1. The year, for vacation purposes, shall be from the employees last date of hire. The Company will grant to each employee a vacation with pay as follows:
  - a) Employees with less than one (1) year of service shall receive four percent (4%) of gross salary.
  - b) Employees with more than one (1) year of service and less than five (5) years of service shall receive 2 weeks vacation with 4% of gross salary, to be taken during the year following each year of service.
  - c) Employees with more than five (5) years and less than twelve (12) years of service shall receive 3 weeks vacation with six percent (6%) of gross salary to be taken during the year following each year of service.
  - d) Employees with eleven (11) or more years of service shall receive 4 weeks vacation with 8% of gross salary to be taken during the year following each year of service.

All rates of vacation pay benefits are calculated on the employee’s previous year gross pay

2. A week’s vacation is 7 consecutive calendar days.
3. Vacations shall be scheduled by the Employer in a manner which least interferes with the operation of the Employer’s business.

## ARTICLE 12 - VACATION PLANT AND DISTRIBUTION CENTRE-(continued)

4. Unless otherwise requested by the Employee, an employee shall be paid one week in advance for their annual vacations. Employees must take their vacations and cannot take pay in lieu of such vacations.
5. Vacation leave shall commence immediately following the employees regular last day of work prior to going on vacation and shall be in addition to any Statutory Holidays falling within the vacation period or immediately before or after such vacation periods.
6. When the schedule for vacations is drawn up, preference shall be given where possible, to senior employees for first choice of vacation dates, so long as application is made by March 15.
7. Employees will be asked to take their vacation in full week increments and for employees that have more than two weeks accrued vacation, according to the following conditions:
  - minimum of one week in the months of January - May,
  - maximum 2 weeks in the months of June - August,
  - and a maximum of 1 week in the months of November - December.The company may provide a reasonable accommodation when requested by the employee.
8. Vacation time is not to be used for unexcused absenteeism. In certain cases, due to hardship or extraordinary circumstances there may be exceptions.
9. Employees that have four weeks' vacation may request to be paid out for up to two weeks under the following conditions: they let the company know in a timely manner and business conditions warrant keeping the employee on the job. It must be approved by the plant manager or their designate.

## ARTICLE 13 - HEALTH AND SAFETY

1. In the operation of the Plant and Distribution Centre, the Employer agrees to make reasonable provision for the safety and health of the employees. Dangerous practices and devices will be reported to the company who will take all reasonable and necessary precautions to eliminate all hazards.
2. First Aid kits shall be provided for the employees. Wrongful taking or abuse of first aid kits shall be considered a breach of company rules and subject to disciplinary actions.
3. There will be a Safety Committee set-up consisting of two (2) members appointed by the Company and three (3) members elected by the employees (two (2) from the Plant and one (1) from the Distribution Centre) which will meet at least monthly for the discussion of current accidents, their causes and suggested means of preventing their recurrence. The Committee shall also cause regular inspections of the Plant and Distribution

## ARTICLE 13 - HEALTH AND SAFETY (continued)

Centre to be conducted, for the purpose of determining unsafe conditions and practices, and to receive complaints and recommendations with respect to these matters

4. No employee shall be disciplined or discharged for refusal to work on a job or operate any equipment where he/she has reasonable grounds to believe that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal, provincial and municipal legislation or regulations and reports it immediately to his/her supervisor. If after consultation with the safety committee, supervision and management, a decision has not been reached and then the inspector for the Workers Compensation Board shall decide whether the grounds are reasonable.
5. The company will reimburse employees to a maximum of \$250.00 for prescription safety glasses every two years.
6. Gym Memberships - after one year of service - employees that are interested and request a gym membership will be reimbursed at 50 % of the amount paid to a maximum of \$ 300.00 annually. The employee will be reimbursed quarterly (every three months) and must provide a proper gym receipt showing the amount paid and the type of membership. The membership is specific to and only to the employee.

## ARTICLE 14 - WELFARE AND PENSION

1. The present group sickness and accident insurance plans may be altered to reflect changes agreeable to both parties and shall be continued with the employee paying fifty percent (50%) of the monthly premiums and the company paying fifty percent (50%). The Employee's portion will first be applied to the life and disability portions of the premium.

The pension plan shall be continued as present.

- a. The pension plan shall be mandatory after the first year of employment with the Employee's contribution of:
    - i) 2.5 percent and the Company's contribution of 2.5 percent, for employees with less than 5 years continuous service, and;
    - ii) thereafter 3 percent and the Company's contribution of 3 percent.
  - b. The employee must be a member of the plan for two consecutive years to become vested in the Company's contributions to the plan on the employee's behalf.
2. The Employer agrees to accept responsibility to make sure that all employees within the Negotiating Unit have signed the necessary documents so they will be covered by the group sickness and accident plan outlined in Sub Section 1 above.

## ARTICLE 14 – WELFARE AND PENSION– (continued)

3. New Employees will be required to participate in the Group Sickness and Accident plan (unless covered by another sickness insurance plan) and the life and disability plan when they become eligible to join i.e. after successfully completing their 3-month probation.
4. The Company will notify the employees if there is an increase in contribution rates to the Group Sickness and Accident Insurance plan and the reason for the increase.
5. Should an employee be injured during working hours, he/she shall be paid for the full day's shift regardless of the time of the injury, provided the accident is not covered by Workers Compensation.
6. The Company agrees to provide hearing protection, safety gloves, and safety glasses to all employees.
7. All non-probationary employees covered by this agreement shall have three sick days per calendar year. That is the intent of the sick time allowance. For further clarification, employees working 12 hours shifts will have 36 hours annually, employees working 10 Hours shifts will have 30 hours annually, and employees working 8 hours shifts will have 24 hours annually. The number of hours will change dependent on which shift an employee is working. If sick leave is not used by year end, it can be accumulated from year to year. When a person is off sick, and within granted leave, the employee must present a doctor's note verifying illness, except for employees with at least 2 years of continuous service who have been absent due to illness for only one day. When an employee has called in sick, they must use their allotted sick hours and/or banked sick hours until they are depleted to zero.
8. At the end of each calendar year, any employee having more than 96 hours in their banked time will be paid for each hour more than the 96 hours. This payment will be made in the first two weeks of the new contract year. The maximum number of sick time an employee can bank on a year over year basis is 96 hours.
9. A Doctor's note will be required for the following:
  - a. If absence exceeds 3 shifts.
  - b. After 3 separate incidences per year, excluding hospital stay, overnight hospital stay, or your Doctor says so in writing, your 4th absence will require a Doctor's note.
  - c. From January thru December yearly, there will be an automatic dismissal after these events if you do not bring a Doctor's note, equality counts here. It is the employee's responsibility to inform his/ her immediate supervisor of his/her illness. All absences must be reported to management prior to the beginning of the employees shift. If the employee has not notified the company within 3 days of absence, the employee's employment will be considered terminated at days end of the third day. The employee may be re-hired at the discretion of management after communicating with the employee the reason for his/her absence. Example: hospitalization of the employee without access to communication or the ability to communicate due to illness.

## ARTICLE 14 – WELFARE AND PENSION (continued)

10. Absenteeism strikes will be zeroed, yearly, on March 1st following contract year end.
11. The Company shall have the right to request another medical opinion. Such medical opinion shall be at the company's expense.
12. An employee who is no longer deemed disabled under the provisions of the disability income maintenance program or compensation, he may be placed in his/her former or equivalent job with the Employer.
13. Pension  
Manulife is our existing provider. Group Censeo Inc, has been appointed "agents of records." They will help each employee that is a member of the pension plan to assist with their retirement planning.

## ARTICLE 15 – CLOTHING

All employees must adhere to the company uniform policy.

For non probationary employees, the Company will pay towards the purchase of approved branded work clothing and safety boots up to a combined total, not to exceed the following annual amounts:

Employees will be eligible for the total uniform allowance once every 12 months. For example, employees that purchase uniforms/boots in July 2020 will not be eligible until July 2021 to reorder. Employees will order or receive vouchers for shirts, pants, and boots once per calendar year to a maximum amount of the uniform allowance.

Annually, the company will provide the following allowance to all non-probationary employees: Maximum of \$ 400.00 annually for uniforms and boots. The employee after ordering their branded shirts may request the remainder of the funds for pants, boots, or other work-related clothing as defined in the vouchers. The uniform allowance must be used for work related clothing only.

We are very conscious of how our appearance affects our image in the marketplace. Do not forget you represent your company. Your employer's goal is to have employees project a favorable image.

## **ARTICLE 15 – CLOTHING- (continued)**

All probationary employees will be given branded T-shirts but will need to provide their own safety approved steel-capped footwear and wear navy blue or black work pants or jeans until such time that they pass the probationary period when they will be covered under the regular uniform policy. We expect that the uniforms will be clean and tidy without holes or tears and not worn looking.

In the summer months, the company wants to collaborate with employees to increase their comfort and if it poses no safety risks to the employee, will allow navy blue or black shorts with the wearing of dark socks. Cut off pants or jeans are not acceptable attire in the plant. Shorts must be black or blue and be worn to just above the knee in length. If the wearing of shorts impacts safety and/or productivity in any position, then this policy will be discontinued.

## **ARTICLE 16 – DISCRIMINATION**

There shall be no discrimination against any employee because of:

- a) The enforcement of the provisions of this agreement;
- b) Association activity;
- c) Race, color or creed;
- d) Marital or parental status;
- e) Sex;
- f) Sexual Orientation;

## **ARTICLE 17 – MISCELLANEOUS**

1. Association Notice - The Association shall be permitted to post notices of meetings and other matters of interest to the membership on the Employer's bulletin board to be provided by the Company for that purpose. Such notices shall be subject to prior notification and approval from the Company.
2. Amendment - This agreement may be amended at any time by mutual consent of the parties hereto.
3. Probationary Period - There shall be a ninety (90) calendar day probation period for all employees. Those whose work is found to be unsatisfactory at any time within this period will be dismissed at the discretion of the Company and will not be subject to the complaint proceedings.

## ARTICLE 17 – MISCELLANEOUS- (continued)

For ninety (90) days after being hired, new employees shall be regarded as probationers that have no security. After three months service, they shall receive credit for their length of service from the date of their employment; provided, however, that for the purpose of determining the probationary period, each full day of absence from work for any reason, will be added to the stipulated three-month period.

4 Punctuality and Absenteeism – The Association and the Company will cooperate for the promotion of punctuality at work and the reduction and elimination of absenteeism.

5 The Company shall provide a copy of the Collective Agreement to all employees in the negotiating unit, and the Association agrees to pay fifty percent (50%) of the cost of printing the Agreement.

6 When the Company has employed an employee continuously for:

(a) six (6) months or more but less than five (5) years, the employee shall not be terminated from his employment without giving exactly two weeks' notice and no more;

(b) five (5) years or more, but less than ten (10) years, the employee shall not be terminated from his employment without giving exactly four weeks' notice and no more;

(c) ten (10) years or more, but less than fifteen (15) years, the employee shall not be terminated from his employment without giving exactly six weeks' notice and no more;

(d) fifteen (15) years or more, but less than twenty (20) years, the employee shall not be terminated from his employment without giving exactly eight weeks' notice and no more;

(e) more than twenty (20) years, the employee shall not be terminated from his employment without giving exactly ten weeks' notice and no more.

Unless for just cause.

7 Maternity/Parental Leave – the Company will grant the maternity/parental leave in accordance with the PEI Labor Act. Employees are requested to give the Company as much advance notice as possible or as stipulated in The PEI Labor Act.

## ARTICLE 17 – MISCELLANEOUS (continued)

### 8. Education Leave and Reimbursement

- a) The Company shall make every reasonable effort to allow employees to further their education providing it is in the best interest of the Company.
- b) With prior approval, the company agrees to reimburse the Employee of all Tuition fees upon successful completion of the course.
- c) During such a leave, without loss of security, the Employer shall continue to pay Fifty (50%) of the cost of medical, disability and group insurance plans as Provided in this agreement. The Employee shall be required to make arrangements for his/her contributions to such plans.
- d) If an employee resigns from the Company within 1 year after course completion, the employee will be required to reimburse the company for 100% of the tuition fees and/or any associated expenses paid. Payments of which may be deducted from any amounts owing to the employee by the company.

### 9. Closures Due to Weather

Storm day delay or closing of the DC and/or Manufacturing Plant will be decided by company management and communicated via the company's storm line whenever there is a "winter weather warning" or "severe weather warning" issued by Environment Canada.

Employees are responsible for their own personal safety when determining whether they should come to work or leave early in severe weather.

The company will update the Meyer storm line at 4:45 am and /or before 4:45 pm when there is a "winter weather warning" issued by Environment Canada. The company will open the facilities unless there is a severe weather event forecasted in which before or at that time a review of the weather forecast, weather radar maps, timeliness of the event, and the geographical areas being affected are all taken into consideration before a decision is made.

There will be an email/ text group that employees can sign up to so that we can communicate weather delays or cancellations directly to the employee. This communication will be simultaneous with the Meyer Storm Line and we will send the communication to all employees on the list whenever there is a delay and or cancellation. The storm line will be used for employees that do not have access to electronic communication and it will be the employee's responsibility to call the line to retrieve the message.

## **ARTICLE 17 – MISCELLANEOUS (continued)**

If the facilities are opened and close later the same day, each employee will receive a minimum of 4 hours pay or the actual number of hours that they have worked, whichever is greater. It is imperative, that both facilities are shut down in an orderly and safe manner before closing the operations.

It is the responsibility of all employees to come to work and perform their job duties when the plants are open.

It will be at the discretion of the plant manager or his designated representative to cancel or close a shift upon his best information at the time.

## **ARTICLE 18 – BEREAVEMENT**

When a member of the immediate family:

Group "A" – parent, grandparent, child, sister, brother, grandchild, father-in-law, mother-in-law, current spouse, common law, legal guardian of the employee dies:

Or

Group "B" – sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle of the employee dies:

such employee shall not be reprimanded because of absence from work to attend funerals, no loss of any pay during the three (3) day period of bereavement for Group "A". One (1) day wage will be paid for bereavement for Group "B" for the employee to attend the funeral only. If the employee attends the funeral for anyone in Group "A" or "B," off-island, then he/she is entitled to one (1) additional day's absence from work with pay. The employee shall notify the Company immediately of the death and bereavement days must be used within 7 days after the death unless otherwise approved by the employee's manager.

## **ARTICLE 19 – NO STRIKES OR LOCK-OUTS**

The parties agree there shall be no strikes or lockouts during the terms of this Agreement.


## **ARTICLE 20 – DURATION OF AGREEMENT**

This agreement shall be binding and remain in effect from March 1st, 2023 to February 28, 2025.

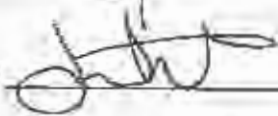
Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed.

Signed this

**Meyer Housewares Canada Inc.**

BY 

Evan Feldman, President

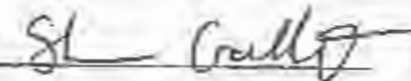
AND 

Jay Goldberg, Senior Vice President/CFO

AND 

Curtis MacMillan, Vice President Operations


**THE EMPLOYEES**

BY 

Shawn Gallant, Association President

AND 

Drew Affleck, Vice President

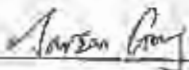
AND 

Josephine Evans, Treasurer

**ACKNOWLEDGED BY:**



Neville Warren, Plant Manager



Jurson Gong, Distribution Manager

Revised May 12, 2022

	March 1, 2020	March 1, 2021	March 1, 2022	January 3, 2022	01 Mar 22	01 Mar 24	
<b>Distribution Center</b>							
Warehouse Helper	5 14.00	14.35	14.24	15.21	16.20	16.76	
Laborer	5 14.49	14.85	14.32	15.74	16.75	17.29	
Packers	5 14.27	14.61	14.82	15.50	16.50	17.05	
Forklift Operator	5 14.91	15.29	15.65	16.31	17.20	17.76	
Team Leader	5 15.45	15.84	16.24	16.79	17.84	18.38	
Truck Driver	5 16.91	17.31	17.33	18.17	19.42	19.92	
Steer 221 Ton Press Manufacturing Labour Cover Placer Cover Remov	DC DC DC DC DC	6 14.54	15.00	15.24	15.90	16.80	17.35
Team Leader -DC/Manufacturing	5 16.58	16.99	17.42	18.02	19.08	19.58	

	March 1, 2020	March 1, 2021	March 1, 2022	January 3, 2022	01 Mar 22	01 Mar 24
<b>Manufacturing Plant</b>						
Level 4						
Unfinished Wash Finished Wash Labour Pot Filler Pot Rinsed	14.54	15.00	15.24	15.90	16.80	17.35
Level 1						
Trucking Operator Positions	1 11.00	11.40	11.41	12.22	13.40	13.91
Level 2						
Impact Press Line Operator Outside Cover Inside Cover Quality Technician	1 16.81	17.33	17.46	18.11	19.52	19.97
Level 3						
Polishing Line Operator Draw Press Line Operator Shipper/Releaser	1 18.00	18.58	18.63	19.44	20.71	21.21
Set-Up Line Operator	4 19.00	19.49	19.56	20.54	21.41	21.97

	March 1, 2020	March 1, 2021	March 1, 2022	January 3, 2022		
<b>Plant Maintenance</b>						
Team Lead - Maintenance	5 24.27	24.21	24.96	25.02	26.07	26.57
Electrical Mechanical A	5 24.00	24.78	25.40	26.27	27.33	27.82
Electrical Mechanical B	5 21.16	21.60	22.22	22.99	24.04	24.51
Mechanical Electrical	5 22.36	22.91	23.23	24.29	25.31	25.84
Apprentice	5 19.11	19.59	20.08	20.77	21.89	22.32

If Inflation is higher than an average of 4.5 % in PDI for Year 2022, then an additional .25 will be added to the March 1, 2022 rates for all categories. Total amount would be .75 cents per hour.

**New Anniversary Premium Rates**

Years	Premium	Years	Premium	Years	Premium
1	\$0.10	11	\$1.35	21	\$2.65
2	\$0.20	12	\$1.70	22	\$2.80
3	\$0.30	13	\$1.45	23	\$2.95
4	\$0.40	14	\$1.60	24	\$3.10
5	\$0.50	15	\$1.75	25	\$3.25
6	\$0.60	16	\$1.90	26	\$3.40
7	\$0.70	17	\$2.05	27	\$3.55
8	\$0.80	18	\$2.20	28	\$3.70
9	\$0.90	19	\$2.35	29	\$3.85
10	\$1.00	20	\$2.50	30	\$4.00