

# **COLLECTIVE AGREEMENT**

**Between**

**UTIL Canada Limited**



**And**

**UNIFOR and its LOCAL 112**



**Duration: June 1, 2019 to May 31, 2022**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to;
- (a) Establish satisfactory relations between the Company, the employees covered by this Agreement and the Union;
  - (b) Cooperate and assist in promoting safety and efficiency within business operations;
  - (c) Provide formal procedures for the prompt resolution of grievances;
  - (d) To establish the terms and conditions of employment including wages, hours of work and working conditions of employees covered by this Agreement.

## **ARTICLE 2 – UNION RECOGNITION**

- 2.01 The Company recognizes Unifor and its Local 112, as the exclusive bargaining agent for all employees of UTIL Canada Limited in the City of Vaughan, save and except for supervisors, persons above the rank of supervisors, sales staff, office staff, clerical and engineering staff.
- 2.02 The parties agree that “sales,” “office” and/or “clerical” staff means Engineers, Customer Service staff, Production Planning staff, Finance staff, HR staff, Information Technology staff, Purchasing staff.
- 2.03 When the masculine or singular pronoun is used in this Agreement it will include the feminine or plural pronoun where the context applies, and vice-versa.
- 2.04 Unless otherwise specified in this Agreement, the word “employee” or “employees” will mean the employees for whom the Union is the bargaining agent as defined in Section 2.01.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of the Company and direction of the working forces are fixed exclusively in the Company. Except as expressly limited by the provisions of this Agreement the Union acknowledges that it is the exclusive right of the Company to:
- (a) Operate and manage its affairs and facility in as efficient and economical a manner as it sees fit.
  - (b) Hire, assign, direct, promote, demote, classify, transfer, lay off, and recall employees.

- (c) Suspend, discharge or otherwise discipline non-probationary employees for just cause.
- (d) Suspend, discipline or discharge a probationary employee.
- (e) Determine: the nature and kind of business conducted by the Company; the kinds and locations of plants; the methods and techniques of work; the content of the jobs; the schedules of production; the number of employees to be employed; the extension, limitation, or cessation of operations or any part thereof; all other aspects of the Company's operation.
- (f) Make, enforce and alter from time to time, reasonable rules and regulations to be observed by employees including, but not limited to, rules and regulations respecting confidentiality, conduct, dress, safety, customer service, security of the Company, its property and personnel. Except as set out below, any new rule or policy will become effective four (4) working days after they have been posted in the workplace or upon such later date as set out in the posting. A rule or policy which is established concerning safety will become effective immediately.

3.02 The Company will exercise its rights in a manner which is reasonable and consistent with the collective agreement.

#### **ARTICLE 4 – UNION SECURITY AND DUES CHECK OFF**

- 4.01 All current and any new employees of the Company, will, as a condition of employment, become and remain members of the Union in good standing, as provided in the Constitution and By-laws of the Union. All current employees, who have not already done so, will be required to sign an application for membership and authorization for dues check off and initiation fee. The application form will be supplied by the Union to the Company. The form will be signed and returned to the Local Union Financial Secretary within fourteen (14) days of the execution of this Agreement. In the case of a new employee, the form will be completed and forwarded within one week of the employee's date of hire.
- 4.02 The Company will deduct bi-weekly, from the gross wages of each employee, any dues, initiation fees or assessments levied in accordance with the Constitution and By-laws of the Union. The total amount deducted will be equivalent to the Unifor, regular monthly dues of the Union. This amount will not be changed during the term of this Agreement, except in order to comply with a change in the Constitution and By-laws of the Union. The Union will provide to the Company written notice of the amount of regular monthly dues.
- 4.03 All dues, initiation fees and assessments deducted will be remitted to the Local Union Financial Secretary within fourteen (14) days of the month following the deductions. The remittance will include a statement listing each employees name

and the amount of each deduction. A copy of this statement will also be provided to the Union Chairperson when requested.

- 4.04 The Company will also provide a statement listing those employees who did not have dues deducted and the reason why no deduction took place.
- 4.05 In any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount within seven (7) days of being notified of the error.
- 4.06 The Company will include on an employee's T4 slip, the total amount of dues paid by the employee for the relevant taxation year.
- 4.07 The Union will indemnify the Company against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Company.

#### **ARTICLE 5 – INFORMATION TO THE UNION**

- 5.01 Unless otherwise provided under this agreement, on each pay date the Company will provide to the Local Union processed changes concerning:
  - (a) Classifications and wage rates;
  - (b) Names of employees transferred in or out of the bargaining unit;
  - (c) Names of employees who resigned, retired or were terminated;
  - (d) Names of employees laid off or recalled to work;
- 5.02 On a quarterly basis the Company will provide the Union with the name, address (including postal code) and telephone number(s) that the Company has on file for each employee.
- 5.03 On an annual basis, a notice will be posted by the employer advising employees that a skills list had been prepared and ready for individual review. A copy of the list will be provided to the Union to be held confidentially. Employees are encouraged to review the skills list with their direct manager. Any discrepancies should be raised with the employer at that time and in any event no later than 60 days following the posting. Any employee may raise the issue with their respective union representative if it is their belief a discrepancy still exists following that meeting. A copy of the final skills list with any amendments will be provided by the Company to the Union chairperson to be held confidentially.

5.04 When Company hires a new Skilled Tradesperson, the Company will provide the copy of Trade Certificate to the Union Chairperson upon hiring.

### **ARTICLE 6 – BARGAINING UNIT WORK**

6.01 Persons outside of the bargaining unit will not perform any work normally performed by employees in the bargaining unit except:

- (a) For the purpose of job instruction;
- (b) In the case of emergency, where “emergency” is defined as a situation that has potential to result in damage to life or property;
- (c) Where it is necessary to meet production requirements and no bargaining unit member is available.

6.02 The Company will notify the Union in advance, or within a reasonable time following the performance of any bargaining unit work as per 6.01.

6.03(i) Employees of UTIL Group who are seconded or assigned short-term to UTIL Canada Ltd. shall be exempted from the operation of this Article, provided the secondment or assignment does not directly result in the layoff, reclassification or reassignment of any bargaining unit employee.

- (ii) The Company agrees to notify the union in advance of any short-term out of country employee operating in the facility.
- (iii) The company recognizes these employees are doing bargaining unit work and will therefore pay the amount of union dues which would otherwise be deducted from a UTIL Group’s seconded worker’s wages in accordance with Article 4 of this Agreement will be paid by the Company.
- (iv) The Company agrees regular employees are the primary resource and employee of UTIL Group who are seconded or assigned to UTIL Canada Ltd. shall not be utilized in a manner which reduces the normal hours of work. These employees may not perform work on overtime unless the classification they are working in, has been exhausted, or the OT relates to a particular job such as in Article 17.09
- (v) The specific work/classification performed by a short-term out of country employees may not exceed 6 months in a 12-month period. There will be a maximum of 4 short-term out of country employees operating in the facility at any one time.

## **ARTICLE 7 – NO STRIKES OR LOCKOUTS**

- 7.01 The Union agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of or interference with work, or production, either complete or partial. The Company agrees there will be no lockout of employees.

## **ARTICLE 8 – NO DISCRIMINATION OR HARASSMENT**

- 8.01 There will be no discrimination, intimidation, interference, restraint, or coercion exercised or practiced by either the Company or the Union, or by any of their representatives, with respect to any employee because of his or her race, colour, marital status, disability, creed, gender, sexual orientation, national or ethnic origin, religious or political affiliations, or because of his or her membership or level of participation in the Union.
- 8.02 The Company and Union will comply with the provisions of the Ontario Human Rights Code and any other applicable legislation.

## **ARTICLE 9 – WORKPLACE HARASSMENT**

- 9.01 The Company and the Union are committed to providing a discrimination and harassment free workplace. It is expected that all persons treat each other with respect and courtesy and they must not engage in harassment or discrimination based on prohibited grounds.
- 9.02 Workplace Harassment Defined: Harassment is defined as a “course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of prohibited grounds.
- 9.03 Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or it may be perceived as a condition of employment. Workplace harassment includes, but is not limited to the following examples:
- (a) Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship or ancestry;
  - (b) Practical jokes, which cause awkwardness or embarrassment;
  - (c) Posting or circulation of visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, cartoons or graffiti;



- (d) Refusal to work, converse or share facilities with another employee because of their racial background, sexual orientation, gender, etc;
  - (e) Unwanted sexual solicitation or advances and physical conduct such as touching, patting, or pinching;
  - (f) Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- 9.04 Nothing in this Article shall be read as a restriction upon the exercise of supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.
- 9.05 Workplace Defined: The workplace is defined as any Company premises. It includes areas such as, offices, restrooms, cafeterias, conference rooms, parking lots and Company gatherings or events, but may include any location where harassment occurs which would require the employer to conduct an investigation or do any other thing in order to comply with its statutory obligations.
- 9.06 Filing a Complaint: If an employee believes that he or she has been harassed or discriminated against, the employee may take the following actions:
- (a) Discuss the matter with the individual that is alleged to be doing the harassing and inform them that the behaviour is unwanted and unwelcome and request that they stop the unwanted behaviour. It is advisable to document the incident, complete with times, dates, location, witnesses and details of the incident;
  - (b) If the employee discusses the matter with the alleged harasser and the unwanted behaviour continues, or if the employee is reluctant to confront the alleged harasser, the employee may bring the incident forming the basis of the complaint directly to any Union or Company Representative.
  - (c) The parties may try to informally resolve a harassment or discrimination complaint. If the matter remains unresolved, the employee may submit a formal written complaint to the Joint Committee.
- 9.07 Joint Investigation: The Joint Committee will be comprised of an equal number of Company and Union representatives selected by their respective parties. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the Joint Committee will include at least one woman. All complaints will be investigated promptly. The investigation will be completed within 10 working days from the date the written complaint was submitted. The 10 day period may be extended by the written mutual agreement of the Company and the Union. The investigation may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents

may also be reviewed. To the fullest extent possible, the investigation, and any findings from the investigation, will remain confidential.

- 9.08 Resolution of the complaint: The Joint Committee will complete a report on the findings of the joint investigation. A copy of the report will be forwarded to the Human Resource Manager and the Plant Chairperson. Within five working days the Human Resources Manager and the Plant Chairperson, or their designates, will meet and attempt to agree on what action, if any, should be taken. If there is no agreement, the Company and Union reserve the right to take action as each deems appropriate.
- 9.09 At the conclusion of this step, if the complaint remains unresolved, it may be submitted at Step 3 of the grievance procedure. The parties agree that this procedure is an alternative complaint procedure and complaints should not be pursued through both the grievance procedure and the discrimination/harassment complaint procedure at the same time.
- 9.10 The pursuit of frivolous allegations through this procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and constitutes serious misconduct. It may be the subject of disciplinary action by the Company.
- 9.11 A complaint which is resolved pursuant to this Article shall not be the subject of a future grievance.

## **ARTICLE 10 – SENIORITY**

- 10.01 Seniority is defined as the length of continuous service with the Company in the bargaining unit. It will include service with the Company prior to the certification of the Union.
- 10.02 There will be two seniority lists. One for skilled trade's employees and one for production employees. For each list, seniority will be established and maintained on a bargaining unit wide basis, except as otherwise provided in this Agreement.
- 10.03 An employee's name will appear on the seniority list as of his or her last date of hire. The lists will be updated quarterly, by the Company, and the updated list will be posted on the Company information board for the viewing of employees. A copy of the seniority lists will be given to the Union Chairperson.
- 10.04 Seniority is intended to provide a measure of security based on service in the bargaining unit.
- 10.05 Employees will be regarded as probationary employees without seniority until they have completed a total of 520 hours with the Company. After completion of

the probationary period, seniority will be effective from the employee's last date of hire.

- 10.06 It is recognized that the probationary period is a period during which the Company has the right to assess an employee and to determine, in its sole discretion, whether the employee is suitable for continued employment. It is agreed that probationary employees do not have access to the grievance procedure and arbitration procedure, save and except a discriminatory, arbitrary or bad faith termination.
- 10.07 In the event the Company hires more than one employee on the same date, seniority ranking will be determined by the alphabetical order of the employee's last name at date of hire, with "a" being the most senior. Seniority standing will not change because of a name change.

#### **ARTICLE 11 – LOSS OF SENIORITY**

- 11.01 Seniority rights will cease and employment will terminate for any of the following reasons:
- (a) If an employee resigns;
  - (b) If an employee is discharged and such discharge is not reversed through the grievance procedure;
  - (c) If an employee is absent from work and remains absent from work at the start of their shift on the third working day following the commencement of the absence, without notifying the Company unless a satisfactory justification to the Company is provided for the absence and for the failure to notify;
  - (d) If an employee fails to report for work in accordance with a notice of recall, or within four (4) working days after having been notified to do so by the Company, whichever is later. Notice will be sent to the last address on record with the Company and such notice will be sufficient for the purposes of this Article;
  - (e) If an employee is laid off for a period of equal to the length of their seniority or twenty-four months whichever is greater;
  - (f) If an employee accepts a position within the Company, outside of the bargaining unit, for a period exceeding 60 calendar days;
  - (g) If an employee retires;
  - (h) If an employee uses a leave of absence for reasons other than that for which the leave was granted without first obtaining consent of the Company;

- (i) If an employee fails to return to work on the expected date of return to work following an approved leave of absence, unless a satisfactory justification is provided to the Company;

11.02 At the time of hire, an employee will provide the Company with their address and telephone number(s). An employee must immediately notify the Company of any change to their address or telephone number(s). This information will be on forms made available by the Company.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

12.01 The Union and the Company will make reasonable efforts to settle disputes and employee complaints as quickly as possible. A reasonable amount of time may be spent by the members of the Union Committee in order to investigate and participate in grievance matters. The Union acknowledges that from time to time production requirements will necessitate that investigation time may not be immediate.

12.02 A grievance will be defined as a difference arising or concerning the interpretation, application, administration or alleged violation of the Collective Agreement and will be processed as follows:

12.03 Pre-Step (Verbal): Before filing a grievance, an employee may first take the matter up with their supervisor with an intent to settle a complaint within three (3) working days of the event giving cause to the complaint. If the matter cannot be resolved directly with the supervisor, the employee may request a meeting with their Union representative and the supervisor in order to attempt to settle the complaint before filing a grievance. Any such meeting shall be held within five working days from the date the employee first takes the matter up with their supervisor. A complaint may only be settled in a manner which is consistent with this collective agreement. If a settlement cannot be reached at the meeting or no meeting is held, the employee, through the Union, may proceed with filing a grievance at Step 1 of the grievance procedure.

12.04 STEP 1: The grievance will be in writing, on forms provided by the Union. The grievance shall be presented to the Human Resources Manager or designate within ten (10) working days from the date the employee first raises the complaint with his or her supervisor. The grievance should state the nature of the grievance, the provisions of the Agreement alleged to have been violated, and the remedy sought. The grievance should be signed by the Union Representative. The Company will give the Union a written reply signed by the supervisor and the Human Resources Manager or their respective designates within five (5) working days following the presentation of the grievance.

12.05 STEP 2: If the matter is not resolved at Step 1, the Union may, within five (5) working days after the written answer from the supervisor or designate is

provided present the grievance in writing to the Production Manager or designate. The Production Manager or designate and the Union Representative will meet and attempt to resolve the matter within five working days from when the grievance is presented. If mutually agreed, the grievor may be in attendance at this meeting. The Production Manager will render their decision, in writing, within five (5) working days of the meeting.

- 12.06 STEP 3 If the matter is not resolved at Step 2, the Union may present the grievance to the Site Manager or designate within five (5) working days of receiving the written decision from the Production Manager or designate. The Union and the Company will meet within ten (10) working days of the presentation of the grievance at Step 3. The meeting will be attended by the Site Manager or a designate, the grievor and the Union Chairperson or a designate. The Company will provide a written decision to the Union Chairperson or designate within ten (10) working days of the meeting.
- 12.07 A grievance concerning the suspension or discharge of an employee will start at Step 3 of the grievance procedure. It shall be submitted within five (5) working days of the date the employee is given written notification of the discipline. The suspension or discharge grievance will be presented in writing to the Human Resources Manager and the Site Manager.
- 12.08 The Union and/or the Company will have the right to file a Group or Policy Grievance. A Group or Policy Grievance will be filed at Step 3 of the Grievance Procedure.

A "policy grievance" is defined and limited to a grievance concerning the application, interpretation, operation or alleged violation of the Collective Agreement which could not otherwise be resolved at lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance. A Policy Grievance must be filed within ten (10) days after the circumstances giving rise to the complaint have occurred or would have reasonably come to the attention of the Union or the Company, as the case may be.

A "Group grievance" is defined as a grievance involving two or more employees who wish to file a grievance arising from the same alleged violation of this Agreement. A Group Grievance must be filed within ten (10) days after the circumstances giving rise to the complaint have occurred or would have reasonably come to the attention of an employee alleged to have been affected.

- 12.09 In the case of a policy grievance initiated by the Company, the grievance will be submitted in writing to the Union Chairperson. In the case of a Policy grievance initiated by the Union, the grievance will be submitted in writing to the Human Resources Manager or the Site Manager.

- 12.10 The time limits provided under this collective agreement for the taking of steps in the Grievance Procedure or Arbitration Procedure may be extended only on a case-by-case basis by written consent of the parties.

### **ARTICLE 13 – ARBITRATION PROCEDURE**

- 13.01 Failing the resolution of a grievance at Step 3 of the grievance procedure, either party may refer the matter to arbitration. The referring party shall notify the other party, in writing, within seven (7) working days of the written decision at Step 3. If no such written referral for arbitration is received within sixty (60) calendar days, then it shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance. Nothing in this article shall be construed as prohibiting a party from submitting that a referral made greater than seven (7) days after the exhaustion of the grievance procedure is untimely, prejudicial and should not go forward.
- 13.02 The Company and the Union will attempt to agree on the selection of a sole arbitrator. If the parties are not able to agree on the selection of an arbitrator within twenty-one (21) working days from the receipt of the notice to arbitrate, either party can submit a request to the Minister of Labour for the appointment.
- 13.03 The decision of the arbitrator will be final and binding upon the Company, the Union and the employees who are affected by the decision. The arbitrator will not have the power to modify, add to, delete from, or otherwise alter or amend any provisions of this Agreement nor give any decision inconsistent with the terms and provisions of this Agreement.
- 13.04 The Company and the Union will equally bear the expense and fees of the Arbitrator. Each party will be responsible for expenses associated with witnesses called by that party.
- 13.05 Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situation.

### **ARTICLE 14 – REPORTING FOR WORK PAY**

- 14.01 Employees reporting for work as usual, unless notified the previous day not to report, and for whom no work at his/her regular job is available, shall be offered at least four (4) hours employment in other work at the employee's current rate of wages, or, at the company's option will be paid for four (4) hours pay in lieu of work. This provision shall not apply if the failure to provide work is caused by strike or other work stoppage, fire, flood, power failure, machine failure or other like causes beyond the control of the company.

14.02 Where the Company is able to give notice the previous day not to report, such notice shall be effective where a Company representative speaks with the employee directly, or where the Company representative leaves a message for the employee at the number provided by the employee under Article 11.02.

### **ARTICLE 15 – CALL BACK PAY**

15.01 An employee who has left the Company property and is then called and reports to work outside the employee's normal scheduled hours of work, will receive (no matter what period of time is actually worked) no less than then equivalent of four (4) hours pay at the applicable hourly rate.

15.02 Where the Company exercises its right to pay employees in lieu of work under Article 14.01 or Article 15.01, such time shall not be deemed to be work performed for the purposes of determining overtime entitlements.

### **ARTICLE 16 – OVERTIME PAY**

16.01 Any work performed by an employee in excess of forty (40) hours per week shall be paid for at a rate of time and one-half of the employee's straight hourly rate. Vacation, statutory holiday and other approved absences shall count towards the forty (40) hours.

16.02 For employees working a Monday through Friday normal work week, as defined in Article 25.01, any scheduled overtime work performed on a Saturday and Sunday shall be paid for at time and one half (1 1/2) only in the event that the employee has actually worked forty (40) previous regularly scheduled hours in the week. Vacation, personal day, statutory holiday, jury duty, bereavement, paid union leave, and absences as a result of an employee's sickness for which a physician's note is provided shall count towards the forty (40) hours and the requirement shall not apply in the event of a scheduled shutdown day in the course of a regular work week.

16.03 It is understood that provided an employee has either worked a minimum of four hours overtime or has been offered at least four (4) hours overtime in the same work-week and did not refuse, any work performed by the employee on Sunday shall be paid for at double time of the employee's straight hourly rate. In all other cases, work performed on a Sunday shall be paid for at time and one half of the employee's straight hourly rate.

16.04 There shall be no duplication or pyramiding of hours worked for the purposes of computing overtime or other premium payment.

16.05 Any work performed on a regularly scheduled shift that begins on a Sunday night and ends on Monday shall be paid for at the regular rate.

### **ARTICLE 17 – DISTRIBUTION OF OVERTIME**

- 17.01 In accordance with this Article, the Company will equalize overtime amongst employees within the same job classification who have the skill and ability to effectively perform such overtime work. The differential in total overtime hours worked or refused in each job classification shall be kept to a maximum of fifty (50) hours of the top overtime earner in the classification, whichever is greater.
- 17.02 The company will endeavor to provide employees with as much advance notice as is practicable of the required overtime.
- 17.03 Overtime hours are to be cumulative commencing with the signing of the collective agreement, and zeroed out on the first working day of January each year.
- 17.04 All overtime hours are to be marked on a posted overtime list by job classification whether worked or refused (if refused, mark with an R). The hours are to be marked as a running total and updated weekly, if the information is available, but at least every two (2) weeks and posted in conspicuous locations throughout the plant, accessible to employees, with a copy of the same provided to the Plant Chairperson. Hours will be recorded by multiplying the hours offered by the rate that is paid for the hours worked/refused (eg.  $8 \times 1.5 = 12$  hours recorded for 8 hours offered on a Saturday). Any dispute with the posted list shall be raised within one week of the posting and no dispute shall thereafter have any effect.
- 17.05 For weekends, overtime will be offered to employees without regard to the shift worked during the previous week. However, the Company will endeavor to consider those with the lowest hours as a factor when offering weekend overtime by shift.
- 17.06 In the following circumstances, an employee available to work overtime will be given the average overtime hours worked/refused by the employees in that job classification provided their existing hours are less than the average:
- (i) an employee returns from a group insurance and/or sick leave
  - (ii) an employee returns from a worker's compensation claim
  - (iii) an employee returns from an approved leave of absence
  - (iv) an employee is permanently transferred into a new job classification
  - (v) an employee is on disciplinary suspension for any reason



The above is calculated by dividing the total overtime hours worked/refused in the job classification (weekly basis) by employees in the classification, divided by the total number of employees within that particular overtime list or job classification.

- 17.07 Employees absent while on vacation (article 24) will not have their overtime adjusted.
- 17.08 New hires will be given the average of the overtime hours worked/refused in their job classification on completion of their probationary period. A probationary employee will only be offered overtime after all other employees in their job classification within the probationary employee's overtime scheduling group have been asked.
- 17.09 When a particular job requires overtime work, the company shall first ask the employees working on the particular job. Any additional overtime shall be offered to employees working in the required classification with total hour equalization and seniority as factors when requesting volunteers.
- 17.10 If the company cannot secure enough volunteers to perform the work, the union will work with the company to locate sufficient qualified employees to perform the required work. In any event, if the Company's requirement for overtime is not filled voluntarily by qualified employees in the classifications required, the Company will first require qualified probationary employees to perform such overtime and, if necessary, use agency employees, without regard to the shift or classification restrictions set out in Article 27.
- 17.11 An employee absent due to offsite training for the company will not have their overtime adjusted. An employee absent due to approved union leave will not have their overtime adjusted provided the authorization for the offsite training was provided prior to the request to work overtime.
- 17.12 The parties agree to review / discuss overtime distribution on an as needed basis at Labour Management Meetings. The purpose of these discussions is as follows:
- (a) To monitor and identify inequities in the equalization of overtime;
  - (b) To minimize the company's exposure to paying wages without receiving work. Nothing in this article shall bind either party to taking any action in response.

## **ARTICLE 18 – LAYOFF, RECALL AND BUMPING**

- 18.01 A "short term layoff" will be defined as any layoff of five consecutive working days or less. Where a short term layoff is to occur, the Company will endeavour to provide employees and the Union with as much notice as it can, given to the

circumstances which require a short term layoff. Employees shall not be subject to being laid off out of seniority in accordance with the "short term layoff" provisions more than one time in any twelve month period.

18.02 "Short-term" layoffs will be carried out as follows: The Company will first identify the classification(s) that will be the subject of a short term layoff. The Company will then lay off employees within the classification(s) as follows:

- (a) Probationary employees will be laid off first.
- (b) In reverse order of seniority provided the remaining employees have the skill and ability to perform the remaining work without familiarization.

18.03 Employees who are subject to a short-term layoff will have no right to displace another employee in another classification.

18.04 At the conclusion of a short term layoff, all employees will return to the classification they were assigned at the time the layoff took effect.

18.05 In the event of a long-term lay-off the Company will surplus employees based on the following factors:

- (a) Probationary employees will be laid off first, followed by:
- (b) Employees, in reverse order of seniority, starting with the most junior employees in the affected classification, provided the remaining employees have the skill and ability to perform the work available at the time of lay-off, with a maximum of a five (5) day familiarization period.

18.06 Seniority will be exercised on a job classification, then plant-wide basis.

18.07 An employee can exercise seniority within their classification or to a lateral job classification or may elect to displace the most junior employee at the next succeeding downward classification on the flow chart, provided the employee has the ability to perform the work remaining at the time of layoff, within a maximum of a five (5) day familiarization period.

18.08 An employee who is surplus or displaced shall have the right to elect one of the following:

- (a) Accept the layoff; or
- (b) Displace the junior employee identified in accordance with Article 18.07.

An employee failing to, or unable to, displace a more junior employee as referred to above will be laid off.

An employee's decision to choose (a) or (b) above shall be given in writing to the Human Resources Manager within two (2) calendar days following the receipt of layoff notice. An employee who fails to do so will be deemed to have accepted the layoff.

An employee who is displaced by the application of this 18.08(b) may exercise seniority in accordance with this article, provided they have the seniority to do so.

- 18.09 The Company will recall employees by offering the recalled position to the most senior employee who has the skill and ability to perform the work available within a maximum of a five (5) day familiarization period.
- 18.10 An employee who elects not to be recalled into, or displaced into, a lateral classification or the same classification that the employee was laid off from will lose his recall rights to that classification. An employee who makes such an election must confirm his decision in writing on a form to be provided by the company. The form will be signed in the presence of a union representative and will be signed by the union representative in attendance and a representative of the Company.
- 18.11 An employee who is displaced under this Article will maintain the wage rate of their previous classification for the remainder of the pay period in which the displacement occurred and will thereafter receive the wage-rate associated with the new classification.
- 18.12 A Union representative will be notified when the Company contacts an employee to notify them of a recall from layoff.
- 18.13 The Company will provide the Union Chairperson with a list of those employees who will be laid off. The Company will also provide a list of employees who will be recalled from layoff.
- 18.14 In the case of an emergency, employees may be laid off and the Company will be permitted up to two (2) working days to determine seniority rights and make proper adjustment of staff.
- 18.15 The senior most people with the skill and ability to perform the remaining work shall have preference when reductions are made.
- 18.16 Where there is a reduction in volumes for a predictable period, the parties will cooperate in utilizing the Service Canada Work Sharing Program, if eligible. The parties agree that there shall be no financial remedy in connection with a grievance brought pursuant to this article.

## **ARTICLE 19 – VACANCIES AND TRANSFERS**

- 19.01 When a permanent job vacancy occurs or a new job created which the Company desires to fill, notice shall be posted on appropriate bulletin boards. Such notice shall be posted for five (5) working days (the "notice of vacancy period"). The notice shall set out the department, job title, qualifications required, classification, shift and starting wage rate.
- 19.02 An employee wishing to apply for a posted job will do so by filling a job application form and return it to their supervisor. This form will be provided by the Company. The form must be completed and returned, by the employee, during the notice of vacancy period and the employee shall retain a copy of the completed form.
- 19.03 The Union Chairperson or his or her designate may apply for a job vacancy on behalf of an absent employee. This can only occur with the written consent of the absent employee.
- 19.04 If an employee applies for more than one job posting at the same time, the employee must identify the order of preference. Postings by the employee to other vacancies will be cancelled by their successful applicant status
- 19.05 The Company will select the most senior applicant provided that the employee has the skill and ability to perform the required work. The Company will post a notice on the appropriate bulletin boards identifying the successful applicant within a reasonable time of a selection being made, not to exceed fourteen (14) days, and provide a copy to the Union Chairperson. The successful applicant will transfer to the position on the first day of the following work week, or at such later time as set out in the posted notice.
- 19.06 An employee who is declared a successful applicant will receive a ten working day training and evaluation period, to determine their ability to perform required work. If during this period, the employee is not retained in the job by the Company, or if the employee voluntarily elects to give up their rights to the job, the employee will be returned to their former job. Any other employee affected, will be returned to their previous job on a similar basis. The original vacancy will be filled by selecting the next most senior applicant that has the skill and ability to perform the required work.
- 19.07 An employee successfully transferred through the job posting procedure will not be eligible to make application for another job vacancy for a period of three (3) months from the date of transfer. This will not apply if, during the three (3) month period, the employee is displaced from the posted position as a result of a reduction in the workforce.
- 19.08 This article will not apply where the company does not expect the vacancy to exceed 30 calendar days. When the vacancy is caused by illness, maternity or parental leave the posting will identify that it is of a temporary nature and the anticipated duration.

- 19.09 The Company may temporarily transfer an employee where a vacancy exists which is expected to be less than thirty (30) days. The union chairperson shall be advised.
- 19.10 Consideration will be given to the most senior who is capable and interested in accepting a transfer triggered by 19.08 and 19.09. The Company, however, shall have the right to fill the vacancy in a way that minimally interferes with operational objectives as it determines those to be.
- 19.11 The Company acknowledges that the temporary transfer provisions above shall not be used to circumvent the job posting requirements of this Article. However, nothing in this Article limits the Company's right to assign or transfer employees.
- 19.12 Employees temporarily transferred, other than as a result of a layoff or discipline, will receive the greater of the hourly rate of pay of their incumbent position or the position to which they were transferred for all hours worked in the temporary position during each work week.

## **ARTICLE 20 – UNION REPRESENTATION**

- 20.01 The Company recognizes the right of the Union to elect or otherwise appoint Union Representatives. Upon prior notification of an appointment, the Company will recognize a Union Chairperson, one production steward per shift, plus an alternate, and one skilled trades steward per shift, plus an alternate. The Union Chairperson shall be assigned permanently to the day shift.
- 20.02 The Company will pay lost time wages to a maximum of three (3) employees for time spent in collective bargaining. Payment will be made at eight hours at the employee's regular hourly rate for each full or partial day spent in negotiations with the Company. In addition, the Company will grant these employees two (2) day paid leave of absence for the purpose of preparing for negotiations. The Union will provide the company with at least seven (7) days advance written notice of the request for leave.
- 20.03 No employee or group of employees will undertake to represent the Union at meetings with the Company without the proper authorization of the Union. Accordingly, the Union will furnish the Company with a list of authorized union representatives and any amendments to the list when they occur. The Company will not be required to recognize any authorized Representative until it has been notified in writing of the names of said persons and positions held.
- 20.04 Labour-Management meetings will be held at mutually agreeable dates and times and it is the intention of the parties that no more than three (3) months shall pass without a meeting. Where there is a request for a Labour-Management meeting, one shall be scheduled to take place within two weeks of the request, but in no case shall there be greater than two (2) Labour-Management meetings

in any three (3) month period. Written notice outlining the matters for discussion will be submitted by each party at least two working days prior to the date of the scheduled meeting. Each party will be responsible for the taking of minutes. The minutes will be reviewed by the parties and any discrepancies will be corrected.

- 20.05 Union representatives' first obligations are to the performance of their regular duties and shall not leave these regular duties without first obtaining permission of the immediate supervisor. Permission shall not be unreasonably denied. Prior to leaving their regular duties, union representatives shall advise the supervisor of the nature of the business and approximate duration, and report back to such supervisor at the time of their return to work. A union representative who conducts union business during working hours will not suffer a loss of pay.
- 20.06 Union Representatives will not suffer a loss of pay for attendance at any meeting with the Company during regular working hours which they are required to attend. Upon request, the Local President and/or National Representative may be in attendance at Labour-Management meetings.
- 20.07 Upon advance request, the Company will grant the Local President and/or their designee or the National Representative, reasonable access to the premises, provided their presence will not interfere with the operations of the Company.
- 20.08 The Company will provide the Union with access to an in plant office for the purposes of conducting bona fide union business. The Company will provide the Union with a desk, chair, telephone equipped with voicemail and one locking filing cabinet for the purposes of conducting bona fide union business.
- 20.09 The Union Chairperson, the appointed stewards and the Union Chairperson of the JHSC shall have top seniority in case of a layoff and shall be retained by the Company provided they have previously performed the available work or have the skill and ability to perform the available work in a satisfactory manner.
- 20.10 The Plant Chairperson will be provided with a list of new employees upon completion of their probationary period.
- 20.11 A union representative who is required by the Company to attend a meeting prior to or after their regular shift will be entitled to be paid their regular wages or overtime rates as applicable.

## **ARTICLE 21 – ADMINISTRATION OF DISCIPLINE**

- 21.01 No seniority employee will be disciplined, suspended or discharged without just cause.
- 21.02 When the employer carries out formal discipline against an employee, the following procedure must be followed:

- (a) When formal discipline is being issued to an employee, an authorized union representative shall be present. The company will also inform the employee and the Union of the allegation being made against the employee. The company will provide the employee with advance notice of the meeting and a reasonable period of time to speak with the authorized Union Representative prior to the commencement of the meeting.
- (b) When an employee receives any formal discipline, the notice shall be in writing and a copy of the notice shall be provided to the Union.
- (c) The strict requirements provided for in Article 21.02 (a) shall not apply when the misconduct is of such a nature that it would be inadvisable to retain the employee in the plant. In such case, the Company may immediately remove such employee from the premises, and a meeting shall be later held, if necessary, to issue or confirm any formal discipline, in accordance with Article 21.02(a).
- (d) The Company will issue the notice of discipline within seven (7) days from the date the alleged infraction became known or ought to have become known to the Company. A reasonable request to extend this timeline will not be denied by either party.

21.03 In administering discipline, the Company shall not rely on any past discipline which was given in excess of twelve (12) months prior, unless the past discipline resulted from a misconduct of same or similar nature to the event(s) or incident(s) for which current discipline is contemplated. However, in no case shall the company rely on past discipline which was given in excess of twenty-four (24) months prior to the current event(s) or incident(s).

21.04 The company will give the employee(s) access to their personnel/employment files upon request. The employee will provide at least 24 hours' notice in writing to the Human Resources Manager. With the consent of the employee, an authorized union representative may be present to examine the files.

21.05 A grievance in respect of a suspension or discharged will be filed at Step 3 of the Grievance Procedure.

## **ARTICLE 22 – LEAVES OF ABSENCE**

22.01 Personal Leave: Upon written request by a non-probationary employee, the Company may grant an unpaid leave of absence of up to 30 calendar days subject to an employee exhausting accrued vacation entitlement. Whenever possible, the employee will provide at least two weeks' advance notice. The Company will respond in writing within five working days of receiving the request.

- 22.02 A personal leave of absence may be extended for additional periods beyond 30 calendar days when approved by the company and union in writing. It is further understood service will not accrue beyond 30 days for personal leave, unless agreed to by the company in writing.
- 22.03 Requests for personal leaves will not be unreasonably denied. It is further understood that multiple leaves of absence and lengthy leaves of absence may have adverse effects on the Company's operations.
- 22.04 Union Leave: Upon written request from the President of Local 112 or the Union Chairperson, employees attending general business of the Union (eg. Executive meetings, conventions, educational seminars and conferences), will be granted leave of absence without pay. As much notice as reasonably possible will be given to the Company prior to the effective date of the requested leave of absence. The number of employees requesting leave at any one time will not exceed four. If, for valid reasons, the Company is unable to grant the request, the Company will promptly notify the Union Chairperson.
- 22.05 Any employee of the Company elected to a full-time position in, or temporarily assigned to the Local or National Union, will be granted a leave of absence without pay by the Company, for a period of up to 36 months. Service accrual during such a leave will not exceed twelve (12) months.
- 22.06 Jury Duty Leave: An employee called for jury duty or subpoenaed as a crown witness shall receive for each day absent from regularly scheduled working hours the difference between regular pay lost and the amount of jury or witness fee received not to exceed five (5) regularly scheduled days, provided the employee furnishes the Company with a Certificate of Service signed by the Clerk of the Court showing the amount of the fee received.
- 22.07 Bereavement Leave: In the case of a death in the family of a non-probationary employee, the Company will provide three (3) consecutive paid days' leave. Family shall be defined as: Spouse, child, step-child, parents, siblings and step parents, parents in – law, grandparents (including those of your spouse), grandchild and sibling in-law. One additional paid day will be provided in the case of the death of a spouse or child or parents. Absent extenuating circumstances, the leave shall commence within seven (7) days of the death. The Company may request verification of the family's member death.
- 22.08 Subject to Article 22.02 and 22.05, employees will continue to accrue seniority and service for the duration of the approved leave. Group benefits will be discontinued for leaves in excess of one month.

## **ARTICLE 23 – PAID HOLIDAYS**



23.01 Subject to the qualifying requirements of Article 23.02, the Company will recognize each of the following paid holidays:

| <b>2019 Statutory Holiday Schedule</b> |                              |
|--|------------------------------|
| <b>Canada Day</b>                      | Monday, July 1, 2019         |
| <b>Civic Day</b>                       | Monday, August 5, 2019       |
| <b>Labour Day</b>                      | Monday, September 2, 2019    |
| <b>Thanksgiving Day</b>                | Monday, October 14, 2019     |
| <b>Christmas Day</b>                   | Wednesday, December 25, 2019 |
| <b>Boxing Day</b>                      | Thursday, December 26, 2019  |

| <b>2020 Statutory Holiday Schedule</b> |                            |
|--|----------------------------|
| <b>New Year's Day</b>                  | Wednesday, January 1, 2020 |
| <b>Family Day</b>                      | Monday, February 17, 2020  |
| <b>Good Friday</b>                     | Friday, April 10, 2020     |
| <b>Victoria Day</b>                    | Monday, May 18, 2020       |
| <b>Canada Day</b>                      | Friday July 3, 2020        |
| <b>Civic Day</b>                       | Monday, August 3, 2020     |
| <b>Labour Day</b>                      | Monday, September 7, 2020  |
| <b>Thanksgiving Day</b>                | Monday, October 12, 2020   |
| <b>Christmas Day</b>                   | Friday, December 25, 2020  |
| <b>Boxing Day</b>                      | Monday, December 28, 2020  |

| <b>2021 Statutory Holiday Schedule</b> |                           |
|--|---------------------------|
| <b>New Year's Day</b>                  | Friday, January 1, 2021   |
| <b>Family Day</b>                      | Monday, February 15, 2021 |
| <b>Good Friday</b>                     | Friday, April 2, 2021     |
| <b>Victoria Day</b>                    | Monday, May 24, 2021      |
| <b>Canada Day</b>                      | Friday, July 2, 2021      |

|                         |                            |
|-------------------------|----------------------------|
| <b>Civic Day</b>        | Monday, August 2, 2021     |
| <b>Labour Day</b>       | Monday, September 6, 2021  |
| <b>Thanksgiving Day</b> | Monday, October 11, 2021   |
| <b>Christmas Day</b>    | Monday, December 27, 2021  |
| <b>Boxing Day</b>       | Tuesday, December 28, 2021 |

| <b>2022 Statutory Holiday Schedule</b> |                           |
|--|---------------------------|
| <b>New Year's Day</b>                  | Monday, January 3, 2022   |
| <b>Family Day</b>                      | Monday, February 21, 2022 |
| <b>Good Friday</b>                     | Friday, April 15, 2022    |
| <b>Victoria Day</b>                    | Monday, May 23, 2022      |

An employee's public holiday pay shall be eight hours at the employee's regular hourly rate.

If the Federal or Provincial Government declares another statutory holiday, it shall be exchanged for any of the above list paid holidays under this collective agreement not required by the *Employment Standards Act*.

23.02 In order to qualify for the aforementioned paid holidays, an employee must work on their scheduled shift preceding the holiday and their full scheduled shift immediately following the observance of the holiday, except:

- (a) On an approved leave of absence which commenced not more than thirty (30) calendar days prior to the date of the holiday; or
- (b) The employee has been absent due to vacation; or
- (c) The employee has been absent due to layoff due to lack of work provided that such layoff commenced not more than thirty (30) calendar days prior to the date of the holiday; however, no employee shall receive payment for more than one (1) paid holiday by application of this article.
- (d) The employee has been absent due to a bona fide illness or accident provided that such absence commenced not more than seven (7) calendar days prior to the date of the holiday.

- 23.03 An employee will be allocated an additional day off with pay or pay in lieu if a statutory holiday falls within his annual vacation. The additional day off will be scheduled by mutual agreement.
- 23.04 Subject to the qualifying requirements of Article 23.02 in the event an employee is required to work on a Statutory Holiday, the employee shall receive overtime pay at a rate of double time the employee's hourly rate for all work performed on that day.
- 23.05 Employees shall be entitled to two personal paid days. An employee must request the personal paid day two-weeks prior to the requested date, such requests not to be unreasonably denied.

#### **ARTICLE 24 – VACATION WITH PAY**

- 24.01 Employees shall earn vacation time and vacation pay as follows. Vacation pay shall be paid out only to the extent it has accrued:
- (a) For the first five (5) completed years:  
Vacation Time: 10 days per year prorated for partial years worked.  
Vacation Pay: 4% of the Employee's wages in the year in which vacation earned.
  - (b) Upon the completion of five (5) years (inclusive):  
Vacation Time: 15 days per year prorated for partial years worked  
Vacation Pay: 6% of the Employee's wages in the year in which vacation earned
  - (c) Upon the completion of ten (10) years (inclusive):  
Vacation Time: 20 days per year prorated for partial years worked  
Vacation Pay: 8% of the Employee's wages in the year in which vacation earned
- 24.02 Vacation pay will be paid out twice per year, once prior to the end of June and then prior to the end of December.
- 24.03 Employees shall be entitled to take a maximum of three (3) weeks accrued vacation at any time, except in the event that an employee requests an unpaid leave of absence and is exhausting their vacation entitlement for that purpose in accordance with Article 22.01, in which case an Employee must use all accrued vacation time.

- 24.04 Employee vacation requests will be considered by the employee's Manager or designate. Approval of vacation requests will be in the sole discretion of the Manager or designate. Such discretion will not be exercised in an unreasonable manner. When exercising such discretion, the manager or designate shall give preference to senior employees. A copy of all vacation requests shall be provided to the affected employee. Once granted, no vacation will be changed unless mutually agreed to between the Company and the employee.
- 24.05 The Company shall have the right to schedule plant wide or divisional shutdowns.

### **ARTICLE 25 – HOURS OF WORK**

- 25.01 The regular work week shall be five (5) days of eight (8) hours each, Monday through Friday.
- 25.02 The normal hours of work in a one (1) shift operation is defined as follows:  
7:00 A.M. to 3:00 P.M.
- The normal hours of work in a two (2) shift operation is defined as follows:  
7:00 A.M. to 3:00 P.M.  
3:00 P.M. to 11:00 P.M.
- The normal hours of work in a three (3) shift operation is defined as follows:  
7:00 A.M. to 3:00 P.M.  
3:00 P.M. to 11:00 P.M.  
11:00 P.M. to 7:00 A.M.
- The regular work week shall begin on Sunday evening for a three (3) shift operation.
- 25.03 The Company may make changes in the starting and stopping times of the shifts noted above, provided such changes do not result in such shift hours being moved up by more than one (1) hour or moved back by more than one (1) hour. The end result of the above allows three (3) starts per shift with one (1) hour between starting times.
- 25.04 In the event that a change in the shift schedule becomes necessary, the Company will give no less than forty-eight (48) hours' notice of such change to all affected employees. The shift change start time should be effective the first day of the following week.

25.05 Workers shall receive a 10 minute paid break during their shifts in addition to a 20 minute paid lunch break. Breaks shall be arranged so that continuity of the operation is maintained. If the working hours exceed beyond eight hours workers shall receive an additional 10 minute paid break.

25.06 The normal hours of work in this article shall not be construed as a guarantee of hours per day, or per week, or days of work per week.

25.07 Subject to a three (3) minute grace period, lateness in reporting for work will be deducted on the following basis:

|                    |                  |
|--------------------|------------------|
| 4-15 minutes late  | ¼ hour deduction |
| 16-30 minutes late | ½ hour deduction |
| 31-45 minutes late | ¾ hour deduction |
| 46-60 minutes late | 1 hour deduction |

Persistent lateness or absenteeism may be made the reason for disciplinary action.

### **ARTICLE 26 – SHIFT PREMIUMS**

26.01 The following shift premiums shall apply:

Afternoon Shift      Fifty-five cents (\$0.55)\* per hour for all hours worked.  
\*on June 1, 2017: substitute Sixty (\$0.60) cents  
\*on June 1, 2018: substitute Sixty-five (\$0.65) cents

Night Shift            Three dollars and fifteen cents (\$3.15) per hour for all hours worked.

#### **Skilled Trades Only**

Afternoon Shift      One dollar (\$1.00) per hour for all hours worked.  
Night Shift            Four dollars (\$4.00) per hour for all hours worked.

26.02 There shall be no duplication or pyramiding of premiums for the purposes of computing overtime or other premium payment.

### **ARTICLE 27 – AGENCY EMPLOYEES**

27.01 For the purpose of this Agreement, an agency employee is a worker performing bargaining unit work who is sourced by an agency that is contracted to do so by the Company and is on assignment with the Company from that agency.

- 27.02 The Company agrees regular employees are the primary resource throughout the year and, in accordance with this article, agency workers will only be used for temporary work. They shall be permitted to supplement the hours of work of regular employees, for fluctuations in business and will not be used to replace a bargaining unit member. They shall not be used while employees with the skill, ability and willingness to perform the remaining work are on layoff.
- 27.03 If an agency employee reaches five hundred and twenty (520) hours of work in the course of an assignment, the job performed by the agency employee shall be posted in accordance with Article 19 of the Agreement. If the agency employee applies for the job, they shall be given preference over any other candidate, save and except for any seniority employees.
- 27.04 An agency employee who is hired into a position with the Company will be credited with 200 hours upon the first day of their probationary period.
- 27.05 The amount of union dues which would otherwise be deducted from an agency worker's wages in accordance with Article 4 of this Agreement will be paid by the Company.
- 27.06 In no circumstances shall the termination of an agency worker's assignment be the subject of a Grievance.
- 27.07 Subject to Article 17.10, agency employees shall not work on weekends or statutory holidays and shall only be utilized in the following manner:
- (A) Day Shift: Restricted to Packager, Sorter, Shipper/Receiver, Millwright, Electrician
  - (B) Afternoon Shift: Restricted to Packager, Sorter, Material Handler, Shipper / Receiver, Skilled Trades
  - (C) Night Shift: No Restrictions
- 27.08 The Company agrees that if the Union believes that the Company's reliance on Agency Workers is excessive the Company will meet with the Union to discuss alternatives and/or provide rationales as to the present need for the volume of Agency Workers.

## **ARTICLE 28 – PAY DAY**

- 28.01 The work week, for payroll purposes, will consist of seven consecutive days beginning at 12:00am on Sunday and ending at 11:59pm on Saturday. In the case of a midnight shift, the work week for payroll purposes begins at 11:00 pm on Sunday.

- 28.02 The Company will pay all employees through bi-weekly direct deposit. The deposit will be made on Thursday of every other week.
- 28.03 If an employee is shorted an amount exceeding \$50.00 on their pay, the employee will be paid by separate cheque within two working days of when the shortage was brought to the attention of the Company. Amounts of \$50.00 or less will be corrected in the next pay period.

### **ARTICLE 29 – NEW JOBS**

- 29.01 When a new job is created, the Company will establish a temporary wage rate and classification for the job. The Company and the Union Committee will meet within five working days of the introduction of the new job. The purpose of the meeting is to attempt to reach an agreement on the permanent wage rate and classification that will be assigned to the job. If the Union Committee and the Company fail to agree on the permanent rate or classification for the new job, a policy grievance may be filed within seven working days of the meeting. An arbitrator will have the authority to determine the permanent wage rate and classification for the new job.
- 29.02 New job vacancies will be filled by the job posting procedures.
- 29.03 In accordance with Article 19.09, the Company shall have the right to fill a new job which is expected to last less than thirty (30) days.

### **ARTICLE 30 – GENERAL**

- 30.01 The Company will allow employees to observe one minute of silence on 11:00 a.m. on December 6th of each year in recognition of the National Day of Remembrance and Action on Violence against Women.
- 30.02 The Company will allow employees to observe one minute of silence at 11:00 a.m. on April 28th of each year in observance of the National Day of Mourning in recognition of workers killed or injured on the job.
- 30.03 Nothing in this Article shall require the Company to stop production during the moments of silence.
- 30.04 It is understood and agreed that the company shall have the right to use third parties to meet production requirements which exceed the production capacity of the Plant. Notwithstanding the above, the company will endeavor not to eliminate jobs by contracting out work performed by production employees in core classifications. This does not include work that is transferred to another UTIL operation.

30.05 Union employees can display the Union logo on their personal toolboxes

### **ARTICLE 31 – PRINTING OF THE COLLECTIVE AGREEMENT**

31.01 The Company will pay the cost of printing the Collective Agreement. Each employee will receive one copy of the Agreement plus there will be an additional 15 copies each for the Union and the Company. The parties agree that the new Collective Agreement shall be sent to the printers within 90 days of ratification. The Agreements will be printed by a unionized print shop, provided its rate is within 5% of the lowest rate estimate obtained by the Company.

### **ARTICLE 32 – UNION BULLETIN BOARDS**

32.01 The Union will have the use of two enclosed and locking bulletin boards in the facility for posting Union notices and official papers. Notices will only be posted by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The Company will provide the bulletin boards. The locations of the boards will be determined by the parties. The boards will be made available within 30 days of the ratification of this Agreement.

### **ARTICLE 33 – GROUP INSURANCE AND RETIREMENT**

33.01 Company shall pay the premium for the applicable group benefit plan on behalf of eligible employees who have completed their probationary period.

33.02 Eligibility to participate and entitlement under any of the benefit plans or any issue concerning benefits shall be subject to the specific provisions of the insurance plans, policies or contracts. Any dispute over payment of benefits under any such plans, policies or contracts shall be adjusted between the claiming employee and the insurer concerned.

33.03 The Company may select the insurance carrier(s) of its choice or may change insurance carrier(s) or self-insure as it sees fits provided that the level of benefits shall not be diminished from those provided in Sun Life Financial contract number, 54305 and 14195, UTIL Canada Limited.

33.04 On the Company's request, the Union will meet with the Company to review the benefit plans with a view to containing costs in the most efficient manner. Nothing herein binds either party to alter any provisions contained in this Article.



33.05 It is understood that nothing herein shall be construed to make the Company the insurer of the insured benefits and the Company obligation is entirely fulfilled by the payment of the premiums herein before set out.

#### **ARTICLE 34 – LETTERS OF AGREEMENT**

34.01 Letters of agreement are attached and form part of this Collective Agreement.

#### **ARTICLE 35 – HEALTH AND SAFETY**

35.01 The Company will institute and maintain reasonable precautions to provide employees with a safe and healthy workplace. Employees will be informed of known or foreseeable hazards in the workplace and will be provided with the information, instruction, training and supervision necessary to protect their health and safety. The company will comply with the occupational health and safety act and its regulations and codes of practice in effect as minimum standards.

35.02 The Company and the Union will co-operate in the prevention of accidents and in the promotion of health and safety.

35.03 JOINT HEALTH AND SAFETY COMMITTEE A joint health and safety committee (JHSC) will be established and will consist of six members. Three members of the committee who represent workers will be selected by the Union. Three members of the Committee who exercise managerial functions will be selected by the Company. There shall be at least one representative from each shift. In the event that a JHSC member is absent, an alternate will be recognized as appointed by the applicable party. The JHSC will meet on a monthly basis, during regular working hours. The JHSC co-chairs will mutually decide the appropriate meeting times which may vary as to provide participation and visibility on all shifts. If circumstances make additional meetings necessary, they will be scheduled in a manner that is agreed to by the JHSC.

35.04 The JHSC will be co-chaired. One co-chairperson will be selected by the Union from the Union JHSC members. The Company will select the other co-chairperson from its representative members. The Union co-chairperson and at least one other Union member of the JHSC will be trained and certified by the workers health and safety centre. The Union and the Company will share the cost of the training. The two union members of the JHSC selected for training will be compensated at their regular hourly rate for each hour spent in training, not to exceed 80 hours.

35.05 The Union Representatives of the JHSC will be entitled to time as is necessary to prepare and attend JHSC meetings.35.06 A member of the JHSC will be

deemed to be at work during the times described above and will be entitled to be paid their regular wages or overtime rates as applicable.

#### 35.07 The Right to Refuse Unsafe Work

- (a) The Company will ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person
- (b) When an employee exercises their right to refuse, they will notify the supervisor. The Supervisor will promptly notify the JHSC Union co-chair or designee who will participate in the investigation. The employee, who has refused, will remain at work and participate, as required, in the investigation of the hazard.
- (c) No other employee will be asked or permitted, by the Company, to perform the work of the employee who refused, unless the employee is informed of the reasons for the work refusal. This must be done in the presence of the Union co-chair.
- (d) If the Union co-chair and the supervisor cannot agree on a remedy to the work refusal, the government inspector will be called.
- (e) No employee will be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the OHS Act or its regulations.

35.08 Injury at Work: An employee who is injured at work and is unable to continue at their job or, who is sent home by the Company because of a work related injury will be paid their regular wages for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic.

35.09 Accident Investigation: Every workplace accident that results in an injury and any near miss that had the potential to cause serious injury will be investigated. The JHSC Union co-chairperson or designee will participate in the investigation.

35.10 Accommodation: If an employee becomes disabled and is unable to continue in their regular job, the company and the Union will make reasonable efforts to place the employee in a position of suitable alternate work.

35.11 Safety Shoe Allowance: Upon providing proof of purchase, non-probationary employees will receive reimbursement not to exceed \$135.00, increasing to \$140.00 on January 1, 2021.

35.12 The Union co-chairperson of the JHSC will be notified in advance when and where JHSC meetings or activities are held during their off-shift.

### **ARTICLE 36 – SICK LEAVE**

36.01 An employee on sick leave for more than three (3) days may be required to produce an Attending Physician's Statement that sets out objective medical evidence verifying the employee's need to be absent from work.

### **ARTICLE 37 – WAGE ADMINISTRATION**

37.01 All jobs are classified and the job rates appear in Schedule "A" attached hereto, which is made part of this agreement.

### **ARTICLE 38 – TERM OF AGREEMENT**

38.01 This Agreement shall come into effect June 1, 2019 and shall remain in effect until midnight on May 31, 2022. The Agreement shall be automatically renewed for successive periods of one year thereafter unless either Party gives to the other, notice of its intention to negotiate amendments hereto within the ninety day period immediately prior to the expiry date of this agreement or any successive terms hereof.

38.02 Should either Party give to the other notice of its intention to negotiate changes or amendments to this Agreement in the manner provided for above, then the Party to whom timely notice was given agrees to meet with the other and to negotiate in good faith for a new Agreement, subject only to the provisions of the Labour Relations Act, 1995, pertaining thereto.

**Dated this June 1, 2019**

For the Company

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For the Union

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## **SCHEDULE A**

### WAGE GRID EFFECTIVE JUNE 1, 2019

| <b>Classification</b>  | <b>Start</b> | <b>Job Rate</b> |
|--|--------------|-----------------|
| Quality Coordinator  | 23.69        | 27.24           |
| QC Inspector   | 17.95        | 20.86           |
| Primary Machine Operator   | 15.04        | 17.94           |
| Primary Machine Operator II  | 15.00        | 17.68           |
| Secondary Machine Operator   | 15.00        | 16.62           |
| Material Handler   | 15.00        | 16.40           |
| Shipping / Receiving   | 15.00        | 16.40           |
| Building Maintenance<br>Packager / Order<br>Picker Sorter                    | 15.00        | 16.09           |
| Tool and Die Maker   |              | 28.65           |
| Machinist<br>CNC Programmer<br>EDM Programmer<br>Grinder<br>Special Projects |              | 28.09           |
| Millwright<br>Electrician  |              | 28.65           |

WAGE GRID EFFECTIVE JUNE 1, 2020

| <b>Classification</b>  | <b>After 520 hours</b> | <b>Job Rate</b> |
|--|------------------------|-----------------|
| Quality Coordinator  | 23.69                  | 27.49           |
| QC Inspector   | 17.95                  | 21.11           |
| Primary Machine Operator   | 15.04                  | 18.19           |
| Primary Machine Operator II  | 15.00                  | 17.93           |
| Secondary Machine Operator   | 15.00                  | 16.87           |
| Material Handler   | 15.00                  | 16.65           |
| Shipping / Receiving   | 15.00                  | 16.65           |
| Building Maintenance<br>Packager / Order<br>Picker Sorter                    | 15.00                  | 16.34           |
| Tool and Die Maker   |                        | 28.90           |
| Machinist<br>CNC Programmer<br>EDM Programmer<br>Grinder<br>Special Projects |                        | 28.34           |
| Millwright<br>Electrician  |                        | 28.90           |

WAGE GRID EFFECTIVE JUNE 1, 2021

| <b>Classification</b>  | <b>After 520 hours</b> | <b>Job Rate</b> |
|--|------------------------|-----------------|
| Quality Coordinator  | 23.69                  | 27.74           |
| QC Inspector   | 17.95                  | 21.36           |
| Primary Machine Operator   | 15.04                  | 18.44           |
| Primary Machine Operator II  | 15.00                  | 18.18           |
| Secondary Machine Operator   | 15.00                  | 17.12           |
| Material Handler   | 15.00                  | 16.90           |
| Shipping / Receiving   | 15.00                  | 16.90           |
| Building Maintenance<br>Packager / Order<br>Picker Sorter                    | 15.00                  | 16.59           |
| Tool and Die Maker   |                        | 29.15           |
| Machinist<br>CNC Programmer<br>EDM Programmer<br>Grinder<br>Special Projects |                        | 28.59           |
| Millwright<br>Electrician  |                        | 29.15           |

WAGE GRID EFFECTIVE JANUARY 1, 2022

| Classification   | After 520 hours | Job Rate |
|--|-----------------|----------|
| Quality Coordinator  | 23.69           | 28.24    |
| QC Inspector   | 17.95           | 21.86    |
| Primary Machine Operator   | 15.04           | 18.94    |
| Primary Machine Operator II  | 15.00           | 18.68    |
| Secondary Machine Operator   | 15.00           | 17.62    |
| Material Handler   | 15.00           | 17.40    |
| Shipping / Receiving   | 15.00           | 17.40    |
| Building Maintenance<br>Packager / Order<br>Picker Sorter                    | 15.00           | 17.09    |
| Tool and Die Maker   |                 | 29.65    |
| Machinist<br>CNC Programmer<br>EDM Programmer<br>Grinder<br>Special Projects |                 | 29.09    |
| Millwright<br>Electrician  |                 | 29.65    |

1. On ratification, Permanent Employees below the job rate shall be moved to the job rate (does not include employees at probationary/520 steps on grid).
2. Employees at probationary-rate or 520-rate shall receive the above increases.
3. Employees whose wage rates (pre-ratification) are greater than \$2.00 above the job-rate shall not receive the increases, but shall receive the following lump sums:
  - Year One - \$1.00 x regular hours worked or regular hours paid
  - Year Two - \$0.50 x regular hours worked or regular hours paid
  - Year Three - \$0.50 x regular hours worked or regular hours paid
4. Employees whose wage rates (pre-ratification) are between \$0.01 - \$2.00 above the job rates shall receive the Increases through a combination of wage-rate increases (where required to bring them to the job rate) with the difference made up through a lump sum calculated by multiply the difference by the regular hours



worked in the period. If an Employee's wage rate remains above the job rate after an Increase, he shall receive the value of the Increase as a lump sum by multiplying the Increase by his regular hours worked in the period.

### **Clarity Notes and Exceptions**

- An employee classified as a Leadhand will receive a wage rate equivalent to \$1.00 above the wage rate he would otherwise be entitled.
- An employee who performs Set-Up ((SL5, Chamfering only) will receive a premium of \$1.00 per hour above the wage rate he would otherwise be entitled.
- Employees in the classification of Primary Machine Operator and Primary Machine Operator II (who are required by the Company) to perform Set-up will receive an annual lump-sum premium of \$750.00 (pro-rated for partial years). No other Set-up premium shall apply.

## **SCHEDULE B – SKILLED TRADES**

1. The provisions of the general agreement shall apply to employees in the recognized trades below, except as altered by the provisions of this appendix.
2. The skilled trades covered by this appendix constitute those trades for which an apprenticeship is usually served together with those classifications which form part of an apprenticeable trade. These are as follows:

Tool and Die  
Machinist  
Electrician  
Millwright  
CNC Programmer  
EDM Programmer  
Grinder

### **Skilled Trades Seniority**

3. (a) Employees who are in skilled trades or have recall rights thereto as at the date of this agreement shall retain their seniority established at that date and continue to accrue seniority thereafter.  
  
(b) New trade journeypersons shall have their seniority in their trade only as from the date of entry.  
  
(c) There shall be no crossing between Skilled Trades as designated in this Appendix, except as may be provided for in this appendix.  
  
(d) Following ratification, entrance to the trade shall be limited to those considered bona fide journeypersons. .

### **Layoff and Recall**

4. In the event of work reduction lasting greater than five (5) days, layoff shall be effected in the following manner:
  - (a) Employees on temporary assignment shall be returned to the job classification they held prior to the temporary assignment.
  - (b) Employees shall be laid off in inverse order of their trade seniority standing provided the remaining employee can perform the work within a two (2) day familiarization period. When work is again available, employees shall be called back in inverse order of their layoff.

\* It is understood that should the Company employ apprentices, rules must be agreed to between the parties with regard to the application of layoff and recall procedures as it relates to apprentices prior to any layoff within a trade in which apprentices are employed.

### **Apprentices**

5. Prior to the hiring of an apprentice the parties shall meet to determine all conditions impacting apprentices. These may include but are not limited to:

Wages, academic training, eligibility for overtime, acquisition of seniority etc.

### **Canadian Skilled Trades Council**

6. The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of hire. First deduction to be made from the employees from the first pay received after completion of the probationary period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

### **Tool Allowance**

7. Upon providing original proof of purchase, non-probationary skilled trades employees will receive reimbursement of \$250.00 for replacement tools and/or tools necessary for the job (pre-approval necessary). Tools which are replaced shall be surrendered to the Company.

### **Outsourcing**

8. The Company will seek to limit its reliance upon outside contractors to perform work which the skilled trades employees have the skill and ability to perform and is normally done by skilled trades during their regular work week, except in the event of situations where skilled trades are unable or unavailable to perform the work or additional resources are required to meet production requirements.

## **LETTER OF UNDERSTANDING #1**

Employees as of October 1, 2012 not currently receiving pay through direct deposit will continue to be paid by separate cheque bi-weekly on a Thursday unless they opt to receive their pay by direct deposit.

## **LETTER OF UNDERSTANDING #2**

Following ratification of the agreement, the company will make arrangements to provide a telephone with voicemail for the exclusive use of the Union.

### **LETTER OF UNDERSTANDING #3**

Present employees holding a position in a trade classification will be grandfathered and considered as having met the requirement of the trade described in s. 3(d) of Schedule B - Skilled Trades.

Date: November 19, 2012

#### **LETTER OF UNDERSTANDING #4**

The Company shall be permitted to perform a Physical Inventory lasting no more than three (3) regularly scheduled days during which the provisions of Article 18 do not apply.

### **LETTER OF UNDERSTANDING #5**

The Company and the Union will meet for the purpose of discussing a cross training / familiarization program at the first Labour / Management meeting which occurs after the end of the sixth month of this agreement.

This letter does not bind either party in respect of the content of any such program.



**LETTER OF UNDERSTANDING #6**

The Company agrees to pay one and one-half cents per hour (\$0.015) for each hour worked into the Union's paid education leave program effective upon the commencement of the first pay period following ratification.

**Date:** \_\_\_\_\_

**For the Company:**

**For the Union:**

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**LETTER OF UNDERSTANDING #7**

**Re: Alternate Shift Schedule**

During the 2014 negotiation, the parties discussed an alternative shift schedule.

On notice from either party, the Company and the Union negotiating committees will meet to discuss an alternative shift schedule, along with any issues necessary to the implementation of an alternative shift schedule, including but not limited to breaks, payment of holidays, shift times, personal paid days, impact of Article 16 etc.

For clarity, there shall be no change to the shift schedule set out at Article 25 without mutual written agreement of the parties.

Date: \_\_\_\_\_

For the Company:

For the Union:

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## **LETTER OF UNDERSTANDING #8**

The following articles will not be removed from the Employee Handbook during the life of the collective agreement:

- Safety Equipment
- Personal Automobiles
- Educational Assistance

**LETTER OF UNDERSTANDING #9**

Re: Reclassification

The following group of employees shall be reclassified as Secondary Machine Operators:

|      |                              |
|------|------------------------------|
| 1664 | Vaithilingam, Suntharalingam |
| 1875 | Kunaratnam, Navaneethan      |
| 1899 | Loganathan, Prasath          |
| 1925 | Selvadurai, Sivathasan       |

There shall be no adjustment to the wage rate as a result of this reclassification.

**LETTER OF UNDERSTANDING #10**

Re: Job Descriptions

The Company will provide job descriptions to the union at the first Labour Management ("LM") meeting held following ratification, if available, or at such later time to be agreed.

## **LETTER OF UNDERSTANDING #11**

The following list of individuals shall not suffer a reduction in their wage rate as a result of removal of Leadhand status, unless the Leadhand status was removed voluntarily by the employee's own actions:

|      |                                |                                      |
|------|--------------------------------|--------------------------------------|
| 315  | Sharma, Pradeep                | Material Handler, Leadhand           |
| 640  | Cruz, Reynaldo                 | Primary Machine Operator 1, Leadhand |
| 1102 | Sivasubramaniam, Thanigasalam  | Primary Machine Operator 1, Leadhand |
| 1399 | Thiyaharajah, Suganthan        | Primary Machine Operator 2, Leadhand |
| 2307 | Bishundayal, Balkishun         | Primary Machine Operator 2, Leadhand |
| 167  | Treska, Vangjush               | Primary Machine Operator 2, Leadhand |
| 1479 | Sivalingam, Ranjithwicknarajah | Secondary Machine Operator, Leadhand |
| 110  | Pluto, Tadeusz                 | Tool & Die Maker, Leadhand           |
| 1412 | Kind, Rob W.                   | Tool & Die Maker, Leadhand           |
| 1620 | Mathew, Xavier                 | Tool & Die Maker, Leadhand           |

## **LETTER OF UNDERSTANDING #12**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The advocate shall have access to the in plant office and equipment (i.e, phone, filing cabinet) referenced in Article 20.08 and may request Union Leave under Article 20.05.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in her role.

The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

The Company agrees to pay for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary of the first employee who assumes the role of Women's Advocate, in an amount which, taken together, shall not exceed 50% of 1.25 times the employee's lost time wages.

### **LETTER OF UNDERSTANDING #13**

The Company recognizes the importance of prompt handling of union business such as the handling of grievances through the process. The Company further recognizes the role of the Unit Chairperson.



**LETTER OF UNDERSTANDING #14**

Company will establish a DPSP plan to which the Company will make contributions on an agreed upon basis, and a RRSP plan.

TERMS:

DPSP – **mandatory Company contributions** on regular hours worked or regular hours paid (not linked to profitability) as set out below:

| DATE                          | COMPANY CONTRIBUTION             |
|-------------------------------|----------------------------------|
| On Establishment of DPSP Plan | <b>\$0.10 / hour</b>             |
| On June 1, 2020               | <b>Increase to \$0.15 / hour</b> |
| On June 1, 2021               | <b>Increase to \$0.30 / hour</b> |

RRSP – voluntary earnings contribution

COMPANY will absorb 75 % of the cost of transferring accounts. EMPLOYEE will absorb 25% of the cost of transferring accounts.

INVESTMENT ADVISORS - Employees to receive access to one-on-one financial consultation at the Plant with investment advisors

Earnings will be defined as payment for regular hours worked, including vacation and statutory holiday

Contributions to DPSP vest after one (1) year from the date the money is deposited

Employee contributions to be remitted no later than 30 days following the month of deduction

Employer contributions to be made to the DPSP no less frequently than on a monthly basis and remitted no more than 30 days after the month for which they are payable

All new employees shall become eligible/required to participate in the DPSP/RRSP effective the first day of the month following completion of the probationary period

Plan participants can make voluntary contributions to the Group RRSP, these amounts may be deducted from their pay. It is the sole responsibility of the employee to ensure that these amounts are within the legal RRSP contribution limits.

DPSP and Group RRSP withdrawals are not permitted until termination of employment or retirement.

Upon termination or retirement employees will be responsible for any termination fees

The Company will negotiate IMF with the record keeper

Any additional charges above and beyond the asset-based fee will be borne by the Company. Plan participants on ESA or Union approved leaves will be given the opportunity to make Employee contributions should they choose to.

### **LETTER OF UNDERSTANDING #15**

The Company agrees to recognize that employees sometimes face situations of domestic violence or abuse in their personal life that may affect their attendance or performance at work. When there is adequate verification from a recognized professional (ie. Doctor, lawyer, registered counsellor), an employee who is in an abusive or violent domestic situation will not be subjected to discipline if the absence can be linked to the abusive or violent domestic situation. Absences of this nature which are not covered by legislated leave or any other insurable benefits will be granted as absent with permission.

## APPENDIX A – Apprenticeship Program

Skilled Trades Apprenticeship language for The Collective Agreement

between

UTIL CANADA

-and-

Unifor and its Local 112

### 1. APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by Unifor and its Local 112.

### 2. PURPOSE

The purpose of these standards is to make certain that extreme care is exercised in the selection of candidates and that the methods of training are sound, with the result that they will be equipped for profitable employment, and to further the assurance of the Company of proficient employees at the conclusion of the training period.

### 3. DEFINITIONS

- (a) The term “Company” shall mean UTIL Canada Limited.
- (b) The term “Union” shall mean the duly authorized representatives of Unifor and its local union 112.
- (c) “Director” shall mean the Director of Apprenticeship with the Ministry of Approved Education and Skill Development (“MAESD”)
- (d) “Training Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, and registered with the Director
- (e) “Committee” shall mean the Joint Apprenticeship Committee
- (f) Manager of Apprentices shall be the Company representative on the Committee, who will also Chair the Committee.

(g) "Standards of Apprenticeship" shall mean this entire document, including these definitions. "Act" shall mean the Ontario College of Trades and Apprenticeship Act of 2009

#### 4. APPLICATION

Application for the apprenticeship will be received by the Human Resources Department of the Company from applicants who are eligible to apply under the program of training having regard to their education, training and experience. It is agreed that where education, qualifications, experience and credited hours are equal, preference shall be given to internal candidates. However, it is understood that the final selection and the hiring of the apprentices is the sole responsibility of the Company.

#### 5. APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for the apprenticeship under these standards, an applicant must meet the following qualifications:

The candidate has successfully completed the academic standard prescribed by the regulations for the trade or have a Provincial Secondary School diploma or its equivalent.

Exceptions to these requirements may be made by the Company, with input from the Committee, for applicants who have unusual qualification and shall not be inconsistent with the Act.

It is understood that all applicants must successfully pass the Company's regular employment requirements including aptitude testing, reading comprehension, mathematics, mechanical comprehension and background checks.

#### 6. CREDIT FOR PREVIOUS EXPERIENCE

At the discretion of the MAESD training consultant, credit for prior experience in the applicable trade may be given after evaluation and shall not be inconsistent with the Act. Review will be made prior to the completion of the apprentice's probationary period.

#### 7. TERM OF APPRENTICESHIP

The term of apprenticeship shall be established by the MAESD and OCOT, these standards of apprenticeship in accordance with the schedule of work, processes and related instruction as outlined in #12 – Wages, shown below.

#### 8. PROBATIONARY PERIOD

Employees will be regarded as probationary employees without seniority until they have completed a total of 520 hours within the skilled trades. After

completion of the probationary period, seniority will be effective from the date employee started the apprenticeship program. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.

Successful internal non-skilled trade applicants will be subject to the 520 hour probationary period. Upon completion of the probationary period, the skilled trade apprentice seniority date will be the first day beginning the apprenticeship program. Such individuals shall maintain any accrued non-skilled trades seniority on a non-accruing basis until such time as he or she attains Journeyperson status, at which time any non-skilled trades seniority shall be extinguished.

Should the successful internal non-skilled trade applicant elect to cancel the apprenticeship agreement, he or she will be returned to his or her former classification provided he or she makes such election prior to attaining 320 hours in the apprentice role. Any other employee affected will be returned to his or her previous job or, in the Company's sole discretion, maintained as an additional position in the classification.

## 9. HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyperson employed by the Company, subject to training requirements. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices will be offered overtime after all journeymen have been offered first.

An apprentice shall be assigned to the day shift for no greater than the length of his probationary period, unless the Committee otherwise approves.

## 10. RATIO

The ratio of apprentice to Journeyperson in the trades shall be as follows:

- Tool and Die Maker... 7:1\*
- Machinist ... 3:1
- Millwright ... 3:1
- Electrician ... 3:1

\* It is understood that the Company may have 6 apprentices where the number of journeypersons in this classification is 36 or greater; and 7 apprentices where the number of journeypersons in this classification is 42 or greater.

## 11. DISCIPLINE

The apprentice shall be subject to discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause including, but not limited to:

- (a) inability to learn;
- (b) unreliability;
- (c) unsatisfactory work;
- (d) lack of interest in his/her work or education;
- (e) improper conduct;
- (f) failure to attend classroom instruction regularly.

The Committee shall be advised of a for cause cancellation prior to the cancellation and provided an opportunity to give input.

## 12. WAGES

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1,000 hours – not less than 60% of the journeyman wage rate
  - 2nd 1,000 hours – not less than 65% of the journeyman wage rate
  - 3rd 1,000 hours – not less than 70% of the journeyman wage rate
  - 4th 1,000 hours – not less than 75% of the journeyman wage rate
  - 5th 1,000 hours – not less than 80% of the journeyman wage rate
  - 6th 1,000 hours – not less than 85% of the journeyman wage rate
  - 7th 1,000 hours – not less than 90% of the journeyman wage rate
  - 7281 hours – not less than 95% of the journeyman wage rate
- (a) Hours spent in classroom instruction shall not be considered hours of work in computing overtime.
  - (b) Apprentices must be in good standing with the college throughout their apprenticeship regarding their academic status and attendance.

- (c) Apprentices will sign a consent form to allow the Committee access to records and attendance at the college.
- (d) Apprentices who enter the program with no prior experience in the trade must supply proof of passing grade from the college in the basis course, in order to progress to the level of 80% of the journeyman rate.
- (e) Only hours worked will be paid by the Company.
- (f) An employee entering the apprenticeship program from the plant or facility will maintain their hourly rate or be awarded the applicable apprentice rate, whichever is greater. Their hourly rate will progress once they have the required hours as per the chart above.
- (g) Apprentices will be eligible for the replacement tooling allowance after their probationary period.
- (h) Successful internal applicants will be able to maintain their vacation entitlement based on the previous position.

### 13. ACADEMIC TRAINING/PROGRAM GUIDELINES

Apprentices are required as a condition of apprenticeship to receive and attend classroom instruction at a technical or similar school. The schedule of work processes and related instructions are per the MAESD and OCOT Apprenticeship Training Standards. Input on the schedules may be made by the Committee, subject to final approval by the Company. The Company shall notify the MAESD of such changes.

#### **On-the-job Training Duration**

Industry has identified 7,280 hours as the duration necessary for any Apprentice to become competent in the skills required. There may be circumstances in which the duration varies from this guideline.

#### **Classroom Training Duration**

Industry has identified 720 hours of in-school training as the duration necessary for an Apprentice to complete the in-school curriculum for this program.

### 14. JOINT APPRENTICESHIP COMMITTEE

A committee made up of one member of management and one union representative will make up the joint apprenticeship committee (the "Committee"). The Union member will be a skilled trades' journeyman and shall be appointed by the Union.



The Chairperson of the joint apprenticeship committee shall be the Company representative or the Manager of Apprentices. The Committee shall meet monthly to unless otherwise agreed. It shall be the responsibility of the Committee:

- To see that each applicant selected for apprenticeship is impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- To be notified of applicants selected for apprenticeship following final approval by the Personnel or Human Relations Department.
- To hear and report on questions involving apprentices which relates to their apprenticeship.
- To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- To offer constructive suggestions for the improvement of training on the job.
- To certify the names of graduate apprentices to the MAESD and OCOT and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the MAESD unless recommended by the Committee.
- To review the supervisor's monthly report on each apprentice.
- In general, to support the successful operation of the apprenticeship standards in the plant and to support the successful completion of the apprenticeship by the apprentices under these standards.

## 15. SUPERVISION OF APPRENTICES

Apprentices shall be under the general direction of their direct Supervisor or Manager of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices, in accordance with the pre-determined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Manager of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee shall prepare adequate record forms to be filled in by the supervisor under who the apprentices receive direction, instruction and

experience. They shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

## 16. SENIORITY

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the trade such as “toolmaker” and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first reinstated.

Upon successfully obtaining journeyman status, an individual shall be moved to trade seniority list with seniority date being date of the start of the apprenticeship. No journeyman shall be laid off before all apprentices are laid off. However, should a journeyman on an affected shift refuse to exercise seniority to bump to a different shift and elects lay-off instead, the Company shall not be required to maintain the lay-off of an apprentice on the different shift in order to comply with this article.

## 17. APPRENTICESHIP AGREEMENT

“Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the MAESD.

The following shall receive copies of the apprenticeship agreement:

- 1) The Apprentice
- 2) The Company
- 3) The Committee
- 4) The Ministry of Training, Colleges and Universities
- 5) The Local Union
- 6) Unifor National Union

## 18. CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon completion of the apprenticeship under these Apprenticeship Standards, the Committee will recommend to the MAESD and OCOT that a certificate of completion of Apprenticeship be issued to the apprentice.

## 19. CERTIFICATE OF QUALIFICATION

Once the apprentice has received their Completion of Apprenticeship, the employee will arrange to sit and write for the Certificate of Qualification within one year. The Committee will provide support needed to pass this exam.

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