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# ARTICLE 1 – GENERAL PURPOSE

## 1.01 Purpose

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to maintain mutually satisfactory hours of work, wages and working conditions.

## 1.02 Scope and Recognition

The Employer recognizes the Union as the sole bargaining agent for all employees of Catalent Ontario Limited in the municipality of Strathroy-Caradoc save and except supervisors, those above the rank of supervisor, office, clerical and sales personnel. For clarity, quality assurance and quality control employees, research and development employees and engineers are excluded from the bargaining unit.

1.03 Supervisors, persons above the rank of Supervisor and employees excluded from the bargaining unit will not perform any work normally performed by employees in the bargaining unit. Supervisors will devote their time and attention to supervisory responsibilities, including instruction, experimentation and investigation and will not perform any of the duties or operations normally performed by employees covered under this Agreement, except that, in the course of operations, situations may arise which require immediate corrective action such as the safety of employees, possible serious loss of material, equipment, or time. Supervisors, and others not covered under this Agreement, will be allowed to verify work and confirm his/her verification by recording their signature.

- 1.04** The Employer agrees that this article will not be used to circumvent overtime opportunities or cause the layoff or displacement of bargaining unit employees.

## **ARTICLE 2 - UNION SECURITY**

- 2.01** All employees who are members of the Union as of this Agreement will be required to continue to be members of the Union as a condition of employment with the Employer. Any employee who is hired subsequent to the date of this Agreement shall become a member of the Union within thirty (30) calendar days of his/her hiring and will be required to continue to be a member of the Union as a condition of employment.
- 2.02** The Employer agrees, when authorized in writing by the Union, to deduct from the wages of all employees within the bargaining unit, Union initiation fees and monthly dues as laid down by the constitution and bylaws of the Union. Union dues will be deducted once per month. By the 15th of the following month the Employer will remit by cheque to the Financial Secretary of Local 27 Unifor, the total of the deductions made together with a list of those from whom deductions were made.
- 2.03** The Employer shall provide the National Union and the Local Union with an updated mailing list of bargaining unit employees on an annual basis.
- 2.04** The Union agrees to indemnify and hold harmless the Employer against any and all liability, which may arise by reason of the check-off by the Employer of Union initiation fees and dues from employees' wages in accordance with this Agreement.
- 2.05** The Employer will indicate on employees T4 slips a statement of the annual Union dues, which have been deducted.
- 2.06** The Employer shall provide the Union with a list of names, addresses and telephone numbers of those employees for and on behalf of whom deductions and

payments to the Union have been made.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

The Union recognizes and acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, classify and suspend employees and also the right of the Employer to discipline or discharge any employee for just cause provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided in this Agreement. For clarity, probationary employees may be suspended, disciplined or discharged at any time during the probationary period for any reason, (except such suspension, discipline or discharge shall not be discriminatory or in bad faith), subject to the right of a probationary employee to lodge a grievance with respect to that employee's suspension, discipline or discharge. This shall constitute a lesser standard for the purposes of the Labour Relations Act.

**3.01** The Employer has, retains and shall possess and exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of a contract with the Union, excepting only those that are clearly and specifically relinquished or restricted in this Agreement. As illustrative of the rights of management possessed and retained, but in no way to be construed as a limitation, the Employer shall have the exclusive right, subject to the other terms of this Agreement, to:

- a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, in a manner consistent with the collective agreement.

- b) Select, hire and direct the employees: transfer, assign, promote, schedule and classify layoff or recall employees: plan, direct and control its operations: select and retain employees for positions excluded from the bargaining unit.
- c) Determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the work to be done; the services to be rendered, the standards of performance; whether to perform services; the scheduling of work; to determine the hours of work and/or schedules of work; to pick the number of shifts and adjust same from time to time; transfer work; to determine the size or composition of the workforce; the direction of the employees; to establish, change or abolish job classification (s); to shut down permanently or by day or week or for any other periods; to determine methods, process and means of performing work or providing services; standards of efficiency and quality of work; job content and requirements; the use of improved or changed methods of delivering services; the number of employees needed by the Employer at any time and how many shall work in any job; and generally the right to manage the enterprise and its business.

## **ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

**4.01** The Employer and the Union agree that no employee shall in any manner be discriminated against or harassed, coerced, restrained or influenced because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences,

marital status, family status or disability as are defined by the Ontario Human Rights Code, or membership in any labour organization, or by reason of an activity in any labour organization.

- 4.02** The Employer and the Union recognize that sexual harassment is unlawful and in violation of the Ontario Human Rights Code, which defines it as a course of vexatious comment or conduct or sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome. The Employer and the Union are committed to ensuring that no employee of the Employer is sexually harassed by any person in the course of his or her work.
- 4.03** Where the term “spouse” or “partner” is used in this Agreement or in any terms of reference used by any benefit provided for by the Employer, including, but not limited to, pension and benefits.
- 4.04** The Employer and the Union recognize that all employees have the right to work in an environment characterized by mutual respect, and are committed to ensuring a workplace that is free from harassment, discrimination and workplace violence. The Employer and the Union will not tolerate harassment in the workplace, and maintain a zero tolerance position with regards to harassment, discrimination or violence in the workplace.
- 4.05** The Employer and the Union will abide by the provisions of the Ontario Human Rights Code.
- 4.06** The Employer and the Union will abide by the requirements of the Occupational Health and Safety Act with respect to workplace violence and harassment.
- 4.07** The Employer will implement and maintain information for employees setting out the responsibilities of all parties with regard to discrimination and harassment, and a process for the handling of harassment complaints.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

**5.01** The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act, 1995, as amended.

## **ARTICLE 6 – REPRESENTATION**

**6.01** The Employer will recognize up to six (6) seniority employees who will comprise the Plant Committee. The Plant Committee will include a Plant Chairperson, Skilled Trades Representative, and four (4) Committeepersons. Each member of the Plant Committee must have at least one (1) year of seniority with the Employer. The Union will elect at least one member from each shift to ensure availability to bargaining unit employees. The Employer will recognize the members of the Plant Committee for the purposes of handling grievances, for bargaining during contract negotiations, and for meetings with the Employer.

The Employer will recognize up to four (4) seniority employees as alternate members of the Plant Committee to replace Committeepersons who are absent. Each alternate Committeeperson must have at least one (1) year of seniority with the Employer. Alternate Committeepersons may not be from the same classification as Committeepersons. Union will elect at least one member from each shift to ensure availability to bargaining unit employees. Alternate Committeepersons will, when replacing an absent committeeperson, be afforded all rights of Committeepersons. In no event will both an alternate Committeeperson and a Committeeperson be assigned by the Union to deal with any particular matter. In all cases, the Committeeperson (or in their absence, the



alternate Committeeperson) will be assigned by the Union as the Committeeperson who will deal with any particular matter. For the sake of clarity, it is stated that any obligation on the part of the Employer to pay a Committeeperson, as provided in this Article, will be limited to payment to either the alternate committeeperson or to the Committeeperson, but not both.

Time spent by a Committeeperson or alternate Committeeperson during his/her regular working hours to attend to his/her duties required duties will be without loss of pay or benefits.

**6.02** Permission for Committeepersons including the Skilled Trades Representative to leave their work without loss of pay to attend to Union business within the Plant is granted on the following conditions:

- a) Such business must be between the Union and the Employer or for the purposes of dealing with matters arising from the Collective Agreement.
- b) The Committeeperson concerned shall obtain the permission of the Supervisor concerned before leaving their work. Such permission will not be unreasonably withheld.
- c) The time shall be devoted to prompt handling of such necessary Union business.

**6.03** Members of the Plant Committee will be permitted to leave their work to attend Negotiations under the following conditions:

- a) Such business must be between the Union and the Employer and be related to the negotiations for the renewal of this Collective Agreement.

- b) The time shall be devoted to prompt handling of such necessary Union business.
- c) The members must have obtained the prior written approval of the Employer.
- d) The Employer will continue payroll for members for up to five (5) days to attend negotiations and for up to two (2) days to prepare for negotiations, and will bill the Union promptly for reimbursement by the Union for the wages paid to such members.
- e) Any time lost incurred by a member of the Plant Committee for bargaining that is not covered by the Agreement will be paid by the Employer and a bill will be submitted to Local 27 for reimbursement

**6.04** The Union shall notify the Employer, in writing, from time to time of the names of the Committee members, the effective dates of their appointment and the names of alternates.

**6.05** The Plant Chairperson will be scheduled to work on the day shift, on an eight (8) hour shift. The Plant Chairperson will be allocated four (4) hours per day of his/her shifts per week with pay to administer the Collective Agreement, provided there are at least one hundred (100) or more active employees in the bargaining unit.

**6.06** Subject to Article 11, the Plant Chairperson, Committeepersons and the Skilled Trade Representative will be considered as having the highest seniority in their respective classifications for the purpose of layoff and recall.

**6.07** The Plant Committee and the Employer representatives will meet as necessary when there are matters requiring their joint consideration. The party requesting the

meeting will do so in writing to the other party and such request will set out the agenda for the meeting.

- 6.08** The Employer will provide an office and equip it with a desk, telephone, computer, printer/photocopier, chairs and a locked filing cabinet for the exclusive, appropriate use of the Plant Committee.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01** A grievance shall be defined as any difference or dispute between the Employer and any seniority employee of the Employer regarding the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitral and an allegation that this Agreement has been violated. Employees shall process their grievances in the manner and within the time limits prescribed in this Article. A probationary employee shall only be entitled to file a grievance regarding his or her discharge, if he or she alleges that such discharge was discriminatory or in bad faith, the burden of proof of which shall be upon the grievor.
- 7.02** The purpose of this Article is to establish a procedure for the settlement of all grievances. The Employer and the Union, therefore, agree that the designated grievance procedure as is hereinafter set forth shall serve and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition and resolution of a grievance.

**Step One** Should an employee have a grievance arising out of the agreement, he may with the assistance of a committee member, refer such matter to his Supervisor on a grievance form. The grievance shall constitute a

formal grievance at Step One and must be filed within seven (7) calendar days of the incident giving rise to the grievance. The grievance shall specify the Article or Articles of the Agreement of which a violation is alleged, contain the nature of the grievance, and indicate the relief sought and be signed by the Employee if possible. The supervisor or designate shall answer the grievance in writing within seven (7) calendar days.

**Step Two** Should the Union be dissatisfied with the disposition of the grievance at Step One, the grievance may be referred to the Department Manager or designate by the Union. The grievance must be filed with the Department Manager or designate within seven (7) calendar days of the receipt of the supervisor's reply at Step One. The Department Manager or his designate shall hold a meeting with the Union and the grievor within five (5) calendar days or such other period as agreed to by the parties, and shall answer the grievance in writing within seven (7) calendar days of the meeting.

**Step Three** If no settlement is reached at Step Two, the Plant Chairperson, and HR Manager and/or his/her designate shall meet at a time mutually agreed upon to discuss the grievance. A National Representative(s) and/or a Local Officer(s) may be present and participate in a Step 3 grievance meeting. This meeting is to be held within five (5) calendar days from the date of the Step 2 response, or such other period as agreed to by the parties. A response shall be

provided within seven (7) calendar days of the Step 3 meeting. If the grievance is not settled it may be referred to Arbitration as described in Article 8, within twenty-one (21) calendar days from the date of the Step Three response.

- 7.03** The Union or the Employer may initiate a policy grievance beginning at Step Three of the grievance procedure. Such policy grievance shall be filed within seven (7) calendar days of the reason for the grievance becoming known to the party filing the grievance (or within seven (7) calendar days from when the reason for the grievance should have been known to the party filing the grievance). This Article shall not be used by the Union to bring a grievance directly affecting an employee or employees where such employee or employees could have brought a grievance themselves.
- 7.04** No matter may be submitted to arbitration which has not been properly carried out through the grievance procedure within the time specified, providing that the parties may extend the time limits in the grievance procedure by mutual agreement in writing.
- 7.05** Settlement in any step of the grievance procedure shall be final and binding upon both parties to this Agreement and upon any employee affected by it.

## **ARTICLE 8 – ARBITRATION**

- 8.01** The party requesting arbitration shall advise the other party in writing stating the issue to be arbitrated and the provision or provisions of the Agreement alleged to be violated.
- 8.02** Within seven (7) calendar days, the other party shall acknowledge such request and the parties, within a further period of fourteen (14) calendar days will attempt to agree upon an arbitrator. If the parties cannot agree on an arbitrator, either party may apply to the Ministry of Labour for the Province of Ontario to appoint an arbitrator.
- 8.03** The arbitrator so appointed shall not be empowered to alter or change the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.
- 8.04** The parties shall jointly and equally bear the costs and expenses of the arbitrator.

## **ARTICLE 9 – DISCHARGE AND DISCIPLINE**

An employee who is discharged or suspended may file a grievance at Step Three of the grievance procedure within seven (7) calendar days of such discharge or suspension.

- 9.01** The maintenance of discipline is essential to the satisfactory operation of the plant and the Employer reserves the right to discipline for just cause, up to and including discharge. For greater certainty, just cause protection does not apply to probationary employees. The Employer agrees to notify an employee of his right to have a Plant Committeeperson present at any meeting where discipline is issued and to notify a Plant Committeeperson of any discipline issued.

- 9.02** A disciplinary notation must be issued to the employee involved within seven (7) working days, failing which such disciplinary notation shall not be used for the purpose of taking disciplinary action against the employee. However, at the request of the Employer, the Union will grant the Employer an extension of up to five (5) calendar days, not to be unreasonably withheld.
- 9.03** Discipline shall be removed from an employee's record twelve (12) months from the date of the discipline.
- 9.04** An employee shall have the right to Union representation at a meeting where discipline is being issued.
- 9.05** Upon request by the Union, the Employer will provide the Union with a copy of a suspension or discharge letter provided to an employee.

## **ARTICLE 10 – SENIORITY**

- 10.01** The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Employer.
- 10.02** The phrase “seniority employee(s)” will mean an employee who has completed the probationary period of 520 hours worked and who has been retained in the employ of the Employer following completion of the probationary period and who has acquired seniority. In the event that two or more employees hold the same seniority date, their names shall be drawn from a hat as between the employees having the same seniority date, in order to rank the order of seniority.
- 10.03** “Temporary Associate(s)” may be utilized to support the work of seniority employees and business needs on a temporary basis. Temporary Associates will receive

the start rate for their assigned classification if retained by the Employer after 1040 hours worked. Temporary Associates may be released at the Employer's discretion prior to the completion of 1040 hours worked.

Temporary Associates will not be utilized if their utilization results in the layoff of seniority employees.

Temporary Associates may only be utilized for the following purposes:

- a) For a definite term or task of up to six (6) months. The end date will not be extended without the agreement of the Union.
- b) To replace a seniority employee who is absent from work due to pregnancy/parental leave, approved medical leave, long-term disability leave, or WSIB leave for up to a maximum of twelve (12) months.
- b) For any other purpose as may be mutually agreed to by the Employer and the Union.

**10.04** It is the expectation that all employees become fully trained in their classification for purposes of Articles 10, 11, 12, 14, 30, and Schedule A. Employees will be considered "trained" or having the "training" after successfully meeting the requirements for "training" as defined in Letter of Understanding – Joint Training Advisory Panel.

**10.05** An employee shall maintain and accumulate Seniority under the following conditions:

- a) After he has completed his probationary period.
- b) During any period when he is prevented from performing his work for the Employer by reason of injury arising out of and in the course of his employment for the Employer and for which he is receiving compensation under the provisions of



the Workplace Safety and Insurance Act, 1997, as amended.

- c) While absent on a pregnancy and parental leave, compassionate leave, or any other leave provided for under the Employment Standards Act, 2000, as amended.
- d) While absent on an approved disability leave.

**10.06** Seniority lists will be supplied to the Union and posted in the workplace once annually.

**10.07** Seniority will be lost and employment will be terminated if an employee:

- a) Quits, resigns or retires;
- b) Is discharged and such discharge is not reversed through the grievance or arbitration process;
- c) Fails to return to work or fails to notify the Employer of his absence from work for two (2) consecutive scheduled shifts without supplying a reason satisfactory to the Employer for such failure;
- d) Is laid off and not recalled for a period of twenty-four (24) months, or sooner if the employee elects to receive termination and/or severance pay pursuant to the Employment Standards Act;
- e) Having been laid off, fails to report for work within two (2) consecutive scheduled shifts after recall by the Employer where the notice of recall which has been sent to the employee by registered mail at his address on the records of the Employer shall be deemed to have been received by the employee on the second day after it was mailed;

- f) Fails to report to work following the expiry of a leave of absence (including pregnancy and/or parental leave) granted by the Employer without notifying the Employer and without supplying a reason satisfactory to the Employer for such failure;
- g) Engages in gainful employment while on leave of absence from the Employer, or engages in activity other than the stated reason for the leave;
- h) Leaves work prior to his/her quitting time without obtaining a leave of absence or without obtaining the permission of a supervisor, which permission shall not be unreasonably withheld; or
- i) If an employee requests and accepts termination pay or severance pay prior to recall rights being exhausted.

**10.08** Employees may leave the bargaining unit for up to six (6) consecutive months without loss of seniority in order to fill a position with the Employer outside of the bargaining unit. Employees may only exercise this right one time.

## **ARTICLE 11 – LAYOFF AND RECALL**

**11.01** Except for in cases of emergency or circumstances beyond the Employer's control, the Employer will provide notice of lay off at least twenty-four (24) hours in advance. For the purposes of this Article, a lay-off means a lay-off for more than three (3) consecutive shifts.

For all displacements of greater than three (3) shifts, reverse order of seniority will apply, provided the remaining trained employees have the skill and ability to perform the work remaining in the classification and the following procedure will apply;

- a) Students
- b) Temporary Associates
- c) Probationary Employees
- d) Seniority Employees

**11.02** A displaced employee will (i) displace a junior employee within the same classification, provided the senior displaced employee is trained and has the skill and ability to perform the work, or (ii) if displacement is not possible under (i), the senior displaced employee may be reassigned to other work for which he/she has the skill, ability, and training, and they shall receive their own rate of pay (if higher than the rate of pay for the assigned work) for up to ninety (90) days from the first day of displacement, or (iii) if reassignment is not possible, go on layoff.

An employee who is displaced from a classification due to a reduction in the work force will be returned to their previous classification, as required by the workload, for up to 24 months. Recall back to the employees classification as required by the workload will be in reverse order of the displacement.

**11.03** Only those employees who are displaced from the workplace are considered to be on layoff.

## **ARTICLE 12 – JOB POSTINGS**

**12.01** When a new job is created or a permanent vacancy occurs, the Employer will, if it decides to fill the vacancy, post notice of the vacancy for a period of seven (7) calendar days.

**12.02** An employee who wishes to be considered for a posted position shall make formal application in accordance with the provisions of the posting.

**12.03** In filling any posted vacancy under this Article, the senior employee having the requisite skill and ability shall first be offered the job. Employees will be provided with an orientation period of twenty shifts in order to determine their suitability for the job.

**12.04** Where a vacancy is filled as the result of a posting any resulting further vacancy may be filled by the Employer in accordance with Article 12.01. If, within thirty (30) working days of commencing work in the posted position, the successful applicant proves unsatisfactory, he/she shall be returned to his/her prior position. An employee may request to be transferred back to their former position within 10 working days of commencing work in the posted position. An employee may only exercise this option once, subject to the Employer granting a subsequent request at its discretion. The vacancy may be filled with one of the other employees who had applied for the posting, in accordance with the criteria set out in Article 12.03.

**12.05** Any employee who has successfully applied under this Article shall not be entitled to apply on a posted job before twelve (12) months from the date of a successful application, unless they wish to apply for a higher paying job in the bargaining unit.

The Employer may temporarily transfer employees to other classifications, such as may be necessary, for up to 90 days. The Employer will seek a senior volunteer having the necessary skill and ability, subject to operational requirements, where the transfer opportunity would be to a higher paying classification. In the event that there are no volunteers having the necessary skill and ability, the Employer may transfer an employee at its discretion, seeking to first transfer a junior employee. Employees temporarily transferred will be paid the rate of the classification to which they are transferred, or their current rate of pay, whichever is greater. This Article does not

apply in cases of displacement due to shortage of work.

**12.06** In the event that no employees having the skill and ability to perform the work apply for the posted position under Article 12.03, then the Employer may fill the job posting at its discretion.

**12.07** The Employer will give the Plant Chairperson a copy of the job posting and a list containing the names of the applicants for the job posting. The Employer will also advise the Plant Chairperson of the name of the successful applicant.

**12.08** If an employee is assigned the lead hand role for the shift, they will receive the lead hand rate for the shift. If an employee's rate is higher, they will remain at their original rate.

## **ARTICLE 13 – HOURS OF WORK**

**13.01** The Employer will, before it changes the current hours of work arrangement, give the employee(s) and the Union one (1) months advanced notice of change(s), where possible except for in cases of emergency or circumstances beyond the Employer's control. The Employer will not be responsible for any loss of hours an employee may experience as a result of having a change made to his/her hours of work arrangement.

**13.02** Lunch and breaks shall be scheduled in accordance with the Employment Standards Act (ESA). Employees are required to stay at the workplace during paid break times.

During each shift, there will be paid breaks as follows:

- a) Employees on twelve hour shifts – three fifteen minute breaks.

- b) Employees not on twelve hour shifts – two fifteen minute breaks.

**13.03** Employees shall be provided with a fifteen (15) minute paid break for each four (4) hours of work.

**13.04** The Employer's current shift schedule is as follows: 8, 10, or 12 hour rotating shifts, as a 24/7 operation. The Employer may alter the shift schedule or rotation with two weeks' notice.

## **ARTICLE 14 – OVERTIME**

**14.01** When overtime is required, the following procedure will be used:

- a) A voluntary overtime signup list (the "List") will be established for each classification and department, which will allow employees to designate their availability for overtime work.
- b) When overtime becomes available, trained employees having the skill and ability in the department and classification where the overtime work is required will be called from the List on the basis of low hours. The employer will endeavour, as far as possible, to distribute overtime equally among seniority employees, in the same classification in a department. In the event the hours are equal, the most senior employee on the list will be offered the overtime opportunity. The Employer will review the overtime worked on a quarterly basis for the purposes of equalization.

Employees will begin with zero (0) hours of overtime worked effective the start of the first full pay period in the calendar year.

- c) Overtime refused shall be recorded as overtime worked. A seniority employee who is absent from work due to illness, injury, vacation or leave of absence will be charged with all overtime, as overtime worked, which would have been offered to such employee had they not been absent from work.
- d) Upon attaining seniority, the employee will be given the average overtime hours of the classification and shift and will share in the overtime for that shift.
- e) Employees entering a new classification or employees transferring shifts will be placed on the overtime log. He/She will then be credited with the average number of overtime hours of the employees in that classification, by shift.
- f) Should the list become exhausted, employees will work overtime as required and scheduled by the Employer. In scheduling and assigning employees to work overtime, trained employees having the skill and ability in the classifications where overtime work is required shall be assigned to work the overtime. Required overtime will first be offered to Temporary Associates who have the required training, skill and ability to perform the work, before being assigned to trained employees having the skill and ability to perform the work, in reverse order of seniority.
- g) Overtime may be offered in 4, 6, 8, and 12-hour increments.

**14.02** Employees will receive overtime pay at a rate of time and one-half (1.5) of the employee's straight time hourly rate for any hours worked in excess of their regularly scheduled shifts per week. Employees are only eligible for overtime when all base hours are worked in the regular work week.

Employees who work on a five (5) day/eight (8) hours per week schedule must have worked and/or been on an approved absence in excess of forty (40) hours in a week to be eligible for overtime and be paid at the rate of time and one-half (1 1/2) their regular hourly rate for all hours worked in excess of forty (40) hours.

- a) Employees who work on a continental shift must have worked and/or been on an approved absence in excess of their regularly scheduled hours in the work week to be eligible for overtime and will be paid at the rate of time and one-half (1 1/2) their regular hourly rate for all hours worked in excess of their regularly scheduled hours.
- b) There will be no pyramiding of overtime and/or premium rates of pay.

## **ARTICLE 15 – PAID HOLIDAYS**

**15.01** The following shall be recognized as holidays to be paid on the basis of the straight time hourly rate specified in this Agreement:

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Day	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day

**15.02** An Employee will be paid for a holiday provided he/she:

- a) Works his/her scheduled shift proceeding and following such holiday and works on such holiday if he/she is scheduled to work, unless he/she is excused by the Employer, or unable to work due to work due to illness or injury.
- b) Is on the active payroll of the Employer and not on an unpaid or unexcused leave of absence or layoff.



- 15.03** Any work performed by an employee on the above holidays, shall be paid at the rate of time and one-half (1½) an employee's base hourly rate, in addition to the holiday pay. Holiday pay will be equivalent to a regular day's pay.
- 15.04** The employee who works on a paid holiday will be for the hours worked which fall on the calendar day of the holiday.
- 15.05** Employees who work on a holiday may schedule time off later to replace the holiday hours worked, assuming that they meet the eligibility requirements for the holiday. Banked holiday hours carried over to the following calendar year must be used by the end of the following calendar year. Banked holiday hours that have not been used by the end of the following year, will be paid out in January of the next year.
- 15.06** The Employer shall recognize three (3) paid gratitude days for each employee per year, to be scheduled at the discretion of the Employer. Maintenance and Housekeeping employees that are required to work on the gratitude days over Christmas shutdown will be given the option to receive pay in lieu or bank the time to be used later at a mutually agreed date at the rate of time and one-half (1 ½) of an employee's base hourly rate. To clarify, Christmas shutdown will be gratuity days between December 25 and January 1 of the calendar year.

## ARTICLE 16 – VACATIONS

**16.01** Vacation entitlement shall be based upon the employee's standard hourly work week in their current shift. Vacation entitlement shall be earned as follows:

0-1 Year	Vacation will be prorated
1-5 Years	2 Weeks (4%)
5-10 Years	3 Weeks (6%)
10-18 Years	4 Weeks (8%)
>18 Years	5 Weeks (10%)

**16.02** Employees shall receive 4%, 6%, 8%, or 10% of their earnings from the previous vacation year as vacation pay. Employees shall continue to receive their regular earnings while on vacation. Any adjustment to vacation pay owing shall be made in the first quarter of the following year.

**16.03** The vacation year is from January 1 to December 31.

**16.04** The Employer will post a notice at least 45 days in advance, advising the employees of a March, summer, and/or Christmas plant shutdown will be scheduled for that calendar year.

**16.05** During a plant shutdown, employees will have the option to use earned vacation time for shutdown or use it for a later time.

**16.06** Scheduling of Vacation for Full-Time

The Employer will post by March 1 a vacation planner by department to cover the period from May 15th to November 15th in each year. The vacation planner will remain posted until March 31st.

The completed vacation schedule with the approved vacation times will be posted by May 1st of each year.

In addition, the Employer will post by September 1st a vacation planner by department to cover the period from November 15th to May 15th in each year. The vacation planner will remain posted until October 1st. The completed vacation planner with the approved vacation times will be posted by November 1st of each year.

By Seniority, employees will indicate their preference for vacation entitlement on the planner. During the Blackout period of July 1st to August 31st employees will be limited to request two (2) weeks of vacation entitlement, in addition to vacation time taken during a summer shutdown. Employees must submit their requests in a timely manner to ensure the process is fair for all employees. Additional vacation entitlements will be considered after all other employees in the classification in the department have made their requests. Vacation requests shall be approved in order of seniority, subject to operational requirements.

The granting of any other vacation within the remaining block of available time must be requested in writing at least two (2) weeks in advance of the requested time. The Employer will notify the employee within five (5) business days of the granting or refusal of their request. The employee may request single days with a minimum of forty-eight (48) hours' notice. These periods of vacation will be offered on a first come first serve basis. In the event of a conflict seniority shall govern. Where an employee transfers to another department after selecting their vacation, the employer whenever possible will grant that vacation.

The vacation scheduling process may be altered or amended through consultation with the union and the employer.

Where an employee has not scheduled their entire earned vacation entitlement by November 1st of each calendar year, the employer will meet with the employee to discuss the scheduling of such vacation.

- 16.07** Vacation requests (other than vacation requests for the blackout period of July 1- August 31 each vacation year) shall be approved by Seniority first, then on a “first come/first serve” basis, subject to operational requirements.
- 16.08** All vacation time must be used in the vacation year. Any earned vacation that is unused in the vacation year shall be scheduled by the employer.
- 16.09** If an employee leaves the employ of the Employer for any reason, payment will be made for any earned but unused vacation.
- 16.10** Vacation pay will be paid at the time the employee takes their scheduled vacation entitlement.

## **ARTICLE 17 – LEAVES OF ABSENCE**

- 17.01** Employees with seniority may be granted a leave of absence without pay at the discretion of the Employer, provided the Employer is given at least two (2) weeks’ notice of such request. The Employer will provide the employee and the Union with a copy of each leave of absence authorization indicating whether or not the leave of absence is granted within seven (7) calendar days of the written request. An employee absent on a leave of absence will continue to accumulate seniority during his/her leave of absence.
- 17.02** The Employer agrees that pregnancy and parental leave shall be granted in accordance with the provisions of the Employment Standards Act, 2000 and amendments thereto.

- 17.03** The Company will grant a leave of absence and will continue payroll for members of the Union to attend to Union business outside the plant, provided not more than two (2) members are absent at any given time, and to a maximum of one hundred and twenty (120) hours per year in total for the bargaining unit. The Union agrees to discuss such leaves of absence that would impact production negatively, and leaves of absence that would cause disruption in production may be denied. The Employer will bill the Union monthly for wages and benefits during such leaves for reimbursement by the Union.
- 17.04** In the event that an employee receives a summons issued by the courts for jury duty, or subpoena to be a Crown witness or a Defense witness in a criminal court proceeding, they should notify their Supervisor immediately and they will be permitted to be absent from work. The employee will receive their regular wages less any fees paid by the court. The employer expects that on days that the employee is not serving on jury duty or as a Crown witness or Defense witness in a criminal court proceeding, they will report to work. Proof of attendance on jury or witness duty is required and must be submitted to the employee's supervisor.
- 17.05** The Employer shall, when presented with a written request from the Union at least two (2) weeks in advance of when the leave of absence is to commence, grant a leave of absence without pay to a committee person for a period not to exceed two (2) weeks for the purpose of Union business such as conventions, delegations and seminars. The request for the leave of absence shall state the purpose of the leave and the duration thereof. The maximum number of working days that can be taken in a calendar year pursuant to this Article shall not exceed fifteen (15) scheduled shifts, exclusive of new member orientation.

No more than one (1) employee per classification and shift can be absent at the same time pursuant to this Article.

- 17.06** The Employer will grant a leave of absence without pay or benefits to any seniority employee who becomes a member of the National or Local Union staff, provided a written request for such a leave of absence is presented to the Employer at least two (2) months in advance of when the leave of absence is to commence. The employee shall accumulate seniority during the leave of absence.
- 17.07** No employee will be granted a leave of absence for the purpose of seeking other employment or for the purpose of engaging in activities other than what the leave was granted for.

## **ARTICLE 18 – SHIFT EXCHANGE**

- 18.01 a)** The Employer will, at its discretion, grant a shift exchange to a seniority employee. It is the responsibility of the employee requesting the shift exchange to submit a written request indicating the employee with whom he/she will exchange a minimum of one (1) week in advance. The Employer may refuse the request if the exchange may adversely affect the Employer or production efficiencies. The Employer will provide both employees with their response indicating whether the exchange is granted within seventy-two (72) hours of the written request. Employees may only exchange shifts within the same classification.
- b)** Should the employees who previously were granted a shift exchange, request to cancel a shift exchange prior to either employee working for the other, it is

the responsibility of the employees involved in the shift exchange to notify the Employer in writing of the cancellation a minimum of two (2) shifts in advance.

- c) The Employer may cancel a shift exchange if the conditions for the request are not maintained.
- d) The Employer will not be responsible for any loss of earnings an employee may incur as a result of a shift exchange.

**18.02** Shift exchanges are subject to operational requirements and shall not result in overtime.

## **ARTICLE 19 – BEREAVEMENT LEAVE**

**19.01** The Employer shall pay up to four (4) days' pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's current spouse (including common law & same sex), child or stepchild including foster, father, mother, sister, brother, step parent, father-in-law, mother-in-law, son-in-law, or daughter-in-law. In the event of the death of an employee's brother-in-law, sister-in-law, grandmother, grandfather, grandchild, grandmother of spouse, and grandfather of spouse, the Employer will grant bereavement leave with pay for a maximum of three (3) days. The Employer will grant bereavement leave of one (1) day's pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's aunt or uncle, niece, nephew, and great-grandparent or in-law of the same to attend the funeral service. When an employee is entitled to more than one (1) day of bereavement leave, it is understood that one (1) day may be the day following the funeral. Employees that are entitled to more than one (1) day

of bereavement leave must take the days on scheduled shifts, with the exception that one (1) day may be reserved to be used at a later date for the purposes of attending a memorial.

- 19.02** Employees are required to provide proof of death and that they attended at the service.
- 19.03** Bereavement pay under this section will be paid based on the employee's regular daily hours of work.
- 19.04** In the event of the death of a person as provided for above while the employee is on their scheduled vacation, any vacation days that would be coincident with any bereavement leave to which the employee would be entitled will, at the request of the employee, be rescheduled at a time mutually agreeable to the Employer and the employee.

## **ARTICLE 20 – HEALTH AND SAFETY**

- 20.01** The parties agree that they mutually desire to maintain required standards of Health and Safety in the workplace so as to prevent industrial illness and injury and the Employer shall make all reasonable and statutorily required provisions for the Health and Safety of the Employees.
- 20.02** The parties agree to maintain a Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act and its regulations.
- 20.03** The Employer will ensure that all Employees are informed of their rights, duties and responsibilities under the Occupational Health and Safety Act.
- 20.04** The Employer and the Union agree that the Health & Safety of all workers in the workplace is one of the top



priorities of the Employer and the Union. The Employer and the Union jointly agree to promote measures to assure the health & safety of all employees.

- 20.05** There will be a Joint Health and Safety Committee, which is comprised of two (2) management representatives and two (2) worker (bargaining unit) representatives. One (1) of the management representatives will assume the position of Management Co-Chair. Each position is elected. The Union will confirm the Worker Co-Chair.
- 20.06** The Employer and the Union agree that the two (2) worker representatives will complete prescribed health and safety certification training, first aid, and CPR training (should they require the training) within three (3) months of joining the Joint Health and Safety Committee.
- 20.07** The Employer will pay the full cost of the certification training including lost time, course fees and materials, and approved expenses.
- 20.08** Required time off with pay to complete the responsibilities described in this Article will not be denied.

## **ARTICLE 21 – ORIENTATION**

- 21.01** The Employer provides orientation for all new employees, and includes in orientation the fact that a collective agreement is in effect. The employee is provided a copy of the collective agreement in orientation. The employee is advised of the name and classification of his/her union representative(s). During the plant tour, the employee will be introduced to his/her union representative(s). The Union will be provided with the name and classification of the new employee,

and the Plant Chairperson or designate, shall be entitled to meet with the new employee, for no longer than fifteen (15) minutes, within the first thirty (30) days after the employee begins their employment, to review new member orientation information.

## **ARTICLE 22 – CALL-IN PAY**

**22.01** Employees other than maintenance employees will receive a minimum of four (4) hours pay at their regular straight time hourly rate of pay if called in outside of their scheduled hours. This Article does not apply when these employees work into their regular schedules.

Maintenance employees will receive a minimum of four (4) hours regular pay at the rate of time and one-half (1½) or at the employee's appropriate overtime rate of pay for all hours worked, whichever is greater, if called in outside of their scheduled hours. This Article does not apply when these employees work into their regular schedules.

## **ARTICLE 23 – BULLETIN BOARD**

**23.01** The Employer will provide a bulletin board with a lock and key for the Union to post notices of Union activities. The Employer can require the removal of any notices, which are derogatory or contrary to the interests of the Employer.

## **ARTICLE 24 – PAYMENT OF WAGES**

**24.01** Wages will be paid bi-weekly on Thursdays and pay statements will be provided. Payment of wages will be made by direct deposit.

**24.02** Once becoming aware, the Employer will correct pay

errors as quickly as possible no later than four (4) business days.

## **ARTICLE 25 – EDUCATION AND TRAINING**

**25.01** The Employer will pay for one hundred percent (100%) of the cost of all courses and seminars which it requires employees to take relating to their job. Employees will also be reimbursed for any lost time from work while attending such courses or seminars. If the course is scheduled outside of the employee's regular schedule, the Employer will pay for time spent in class at the employee's regular straight time hourly rate of pay.

**25.02** The Employer will reimburse employees for the cost of courses and seminars taken by choice and related to a position within the Employer, up to a maximum of \$1,250 per calendar year. The course or seminar must be taken at a recognized educational institution. The employee must successfully complete the course or seminar and obtain the required passing grade, prior to the reimbursement being issued. Costs are limited to the tuition fee and text book(s) cost(s). Approval from the Area Manager as well as the Manager of Human Resources (or his/her designate), must be granted in writing before the commencement of the course or seminar.

**25.03** The Employer recognizes that in order to maintain a leadership position in the industry, and to ensure regulatory compliance, all employees must participate in training to ensure they possess required skills and knowledge. Assessments will be administered at the Employer's discretion to evaluate skills and knowledge. All employees are required to complete assessments to demonstrate skills and knowledge. Such assessments cannot be used by the Employer or the Union in

regards to disciplinary matters. For the purpose of this Agreement, assessments include assessments and/or tests.

**25.04** The Employer will extend training to the Skilled Trades group to cover technological changes within the plant.

## **ARTICLE 26 – PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**26.01** Any uniform or protective equipment (excluding safety shoes/boots, and prescription safety glasses) which the Employer requires to be worn, shall be furnished to the employees by the Employer without charge.

**26.02** Uniforms and protective equipment shall at all times remain the property of the Employer.

**26.03** Uniforms will be laundered and repaired by the Employer without charge to employees. Alterations must be authorized by the Employer.

**26.04 Annual reimbursement for safety shoes/boots:**  
Up to \$150.00 (Not including applicable taxes) per calendar year. For employees requiring water proof footwear the reimbursement will be up to \$175.00 (not including applicable taxes) per calendar year. A second pair of boots per year will be provided to Skilled Trades and Shipping & Receiving Coordinators. This Article shall apply to Employees who have successfully completed their probationary period.

**26.05** Employees must leave their safety shoes at work and they are not to be worn for personal use.

**26.06** The Employer will reimburse employees for prescription safety glasses, provided the Employer requires the employee to wear safety glasses, up to \$150 every

twenty-four (24) months, as per the current preferred vendor program. The forms are provided by the Human Resources Department. The Employer will repair or replace glasses damaged in the course of employment (not due to negligence). This Article shall apply to Employees who have successfully completed their probationary period.

**26.07** The Employer will supply employees in the Shipping & Receiving Coordinator, Skilled Trades and Housekeeper classification with all-weather coats.

## **ARTICLE 27 – PENSION PLAN**

**27.01** The Employer will continue making contributions to a defined contribution pension plan on behalf of the employees, having current Registration number 396352.

**27.02** All employees are required to join the pension plan in accordance with eligibility after one year of service.

**27.03** Eligible employees are required to contribute 3.0% of their earnings. The Employer will contribute an amount equal to 3.0% of the employee's earnings. Employees will have the option of contributing up to 3.5%, which the Employer will match. For purposes of this Article, "earnings" is defined as all earnings with the exception of signing bonuses or discretionary bonuses.

**27.04** The Employer will provide a pension plan enrollment form to the employee during orientation. The employee must return the completed enrollment form to Human Resources on or before the date that the employee becomes eligible to join the pension plan. An employee who fails to return the enrollment form to the Employer prior to this date will only become eligible to make contributions to the pension plan on the date that

he/she returns the enrollment form. No retroactive contributions will be made.

**27.05** Eligible employees who are off work as a result of WSIB, maternity and/or parental leave may continue to make his/her contributions and the Employer will make contributions in accordance with Article 27.03. The employee is required to submit to Human Resources a personal cheque(s) for pension contributions in an amount equivalent to the employee's average gross monthly earnings based on the three (3) full months of work prior to his/her absence.

## **ARTICLE 28 – PERSONAL PAID TIME/ SICK TIME**

**28.01** Effective each year, all seniority employees will be credited with a bank of forty eight (48) hours of sick/personal leave. Any employee who does not have seniority by January 1st, but later acquires their seniority, will be allocated a pro-rated bank of sick/personal leave based on four (4) hours for each full calendar month remaining in the twelve (12) month period. Any sick/personal leave not used by December 31 of each year shall be paid out by the end of the first quarter of the following year. There shall be no carryover of sick/personal leave to the following year.

**28.02** When a seniority employee is absent from work due to sick or personal leave the seniority employee will be paid, from his/her sick/personal leave bank, for the number of hours that the employee was scheduled to work but in fact did not work, provided that he/she has sick/personal leave credits remaining in his/her bank.

**28.03** Should an employee resign from their employment, and have sick/personal leave hours remaining in their bank,

they are not eligible for payment for the remaining hours upon leaving the employ of the Employer.

## **ARTICLE 29 – REPORTING IN ALLOWANCE**

**29.01** Any employee reporting for work on their regular scheduled shift, without being notified not to report, will receive one-half shift of pay at the applicable regular hourly rate, except when the circumstances are beyond the control of the Employer.

## **ARTICLE 30 – WAGES & CLASSIFICATIONS OUTSTANDING**

**30.01** The job classifications and rates of pay shall be as set forth in Schedule “A” attached hereto and forming part of this Agreement.

## **ARTICLE 31 – SKILLED TRADES**

**31.01** Amendments to this agreement related to the skilled trades are set forth in Schedule “B” attached hereto and forming part of this Agreement.

## **ARTICLE 32 - PAID EDUCATION LEAVE**

**32.01** The Employer agrees to pay into a special fund one thousand dollars (\$1,000.00) in year three (3) of this agreement for the purposes of upgrading the employees, skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by Unifor and sent by the Employer to the Unifor Paid Education Leave Program, 205 Placer Court, Toronto, ON, M2H 3H9.

The Employer further agrees that, provided approval is sought and obtained at least thirty days in advance of such absence, members of the bargaining unit, selected by the Union to attend such courses will be granted a leave of absence without pay for twenty days of class time plus travel time where necessary. Said leave of absence is to be intermittent over a twelve month period from the first day of leave.

**32.02** Employees on Paid Education Leave will continue to accrue seniority and benefits during such leave.

## **ARTICLE 33 – HEALTH AND WELFARE**

**33.01** The Employer will continue the current Health and Welfare benefits, with the following changes:

- Vision care increased to \$290.00 every 24 months
- Chiropractor and massage therapy increased to \$400. No change to other paramedical services.
- Hearing aids increased to \$1,000 every five (5) years.
- 100% dental coverage
- Survivor extended benefits (2 years)
- Custom orthotics increased to \$300/year

The Employer will continue with the elimination of 80/20 co-pay, Employer pays 100% with generic drug coverage, and a \$15,000 cap.

**33.02** The Employer will continue benefit coverage for employees on layoff for ninety (90) calendar days following layoff. The Employer will continue benefit coverage for employees receiving benefits under the Workplace Safety and Insurance Act for the period prescribed in the Workplace Safety and Insurance Act. The Employer will continue benefit coverage for employees on pregnancy leave and parental leave for



the period prescribed in the Employment Standards Act. The Employer will continue benefit coverage for employees on an approved medical leave of absence (supported by medical documentation). The Employer will continue benefit coverage for employees on an approved leave of absence for the month the leave commences, plus one (1) additional month.

**33.03** The Employer reserves the right to change carriers for any or all of the benefit prescribed in this Article provided that comparable or greater benefits are provided. In the event of a change in carrier, the Union will be promptly notified and provided with a copy of the Benefit Booklet. No employee will be denied coverage as a result of a change of carriers.

## **ARTICLE 34 – TERM OF AGREEMENT**

**34.01** This Agreement shall be effective from March 10, 2019 and continue in full force and effect until March 10, 2023. The Agreement will continue in full force and effect from year to year thereafter unless either party gives notice in writing to the other party no less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement that it desires to amend or terminate this Agreement.

Dated at London, this 27th day of March 2019

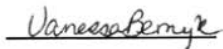
FOR THE EMPLOYER



Karen Lincoln



Larry Cichon




Vanessa Bernyk

FOR THE UNION



Tony Azevedo



Shannon Litt



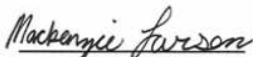
Chad McEwen



Laurie Clark-Thomas



Robin VanBeek



Mackenzie Larson



Jim Kennedy

**SCHEDULE ‘A’**

Classification	Start Rate	Trained Rate Year 1	Trained Rate Year 2	Trained Rate Year 3	Trained Rate Year 4
<b>Pharmaceutical Packaging Technical Operator</b>	\$19.00	\$19.73	\$20.23	\$20.73	\$21.23
<b>Pharmaceutical Packaging Operator</b>	\$16.50	\$17.65	\$18.15	\$18.65	\$19.15
<b>Pharmaceutical Manufacturing GU/CU/Encaps Operator</b>	\$20.00*	\$21.47*	\$21.97*	\$22.47*	\$22.97*
<b>Pharmaceutical Manufacturing Finishing Operator</b>	\$16.50	\$17.65	\$18.15	\$18.65	\$19.15
<b>Encaps Lead Hand</b>	N/A	\$23.14	\$23.64	\$24.14	\$24.64
<b>GCU Lead Hand</b>	N/A	\$22.05**	\$22.55**	\$23.05**	\$23.55**
<b>Finishing Lead Hand</b>	N/A	\$19.99	\$20.49	\$20.99	\$21.49
<b>Packaging Lead Hand</b>	N/A	\$19.73	\$20.23	\$20.73	\$21.23
<b>Shipping and Receiving Coordinator</b>	\$18.50	\$20.25	\$20.75	\$21.25	\$21.75
<b>Stockroom Attendant</b>	\$18.50	\$20.25	\$20.75	\$21.25	\$21.75
<b>Housekeeper</b>	\$16.50	\$17.65	\$18.15	\$18.65	\$19.15
<b>Skilled Trades</b>	N/A	\$36.50	\$37.00	\$37.50	\$38.00

\* \$0.20 per hour premium will be paid to the Manufacturing GU/CU/Encaps Operators for each additional GMP qualified skill acquired among Encaps, Gel/Utilities, and Compounding/Utilities.

\*\* GCU Leadhand will also receive a \$0.20 per hour premium as a result of being GMP qualified in both Gel/Utilities and Compounding/Utilities.

42 **SCHEDULE 'A' – continued**

<b>Classification</b>	<b>Qualifying Pay Target Period/Months</b>
<b>Pharmaceutical Packaging Technical Operator</b>	6
<b>Pharmaceutical Packaging Operator</b>	6
<b>Pharmaceutical Manufacturing GU/CU/Encaps Operator</b>	6
<b>Pharmaceutical Manufacturing Finishing Operator</b>	6
<b>Encaps Lead Hand</b>	6
<b>GCU Lead Hand</b>	6
<b>Finishing Lead Hand</b>	6
<b>Packaging Lead Hand</b>	6
<b>Packaging Lead Hand</b>	6
<b>Shipping and Receiving Coordinator</b>	6
<b>Stockroom Attendant</b>	6
<b>Housekeeper</b>	3
<b>Apprentice</b>	As per Skilled Trades
<b>Skilled Trades</b>	As per Skilled Trades

“Trained” refers to a process whereby an employee new to a job is able to demonstrate their competency in relation to their job duties as verified by the area Supervisor, Manager, or qualified trainer.

The “qualification” for Skilled Trades employees and apprentices are as established by the MTCU and/or as set out in the Skilled Trades Amendments.

## **SCHEDULE “B”**

### **SKILLED TRADES**

The purpose of this article is to define skilled trades and other matters dealing with the skilled trades such as apprenticeships and skilled trades training. All other provisions of the Collective Agreement and all related benefits when applicable shall apply to the Skilled Trades, except as otherwise expressly provided for in this section.

### **SKILLED TRADES CLASSIFICATIONS**

Skilled Trades for the purpose of this agreement shall be the following classifications:

- Electrician/Construction Maintenance
- Industrial Mechanic Millwright
- Welder/Fitter
- Apprentice

If the Company introduces any new Skilled Trades classifications during the life of the agreement, they will sit down with the Skilled Trades representative to agree on a wage rate.

The Skilled Trades classifications listed above are intended to recognize the tickets held by current journeypersons, and are not intended in any way to define the scope of work performed by the Skilled Trades persons, nor to restrict or change the current practices in place for the performance of work by Skilled Trades persons.

### **DEFINITION OF JOURNEYPERSON**

- 1) The term journeyperson as used in this article shall mean any person:

- a) Who presently holds a journeyperson classification in a Skilled Trades classification listed above, and;
  - b) Has completed a bona fide apprenticeship of four years, 8000 hours or 5 years 9000 hours and holds a Certificate which substantiates such claim, and/or;
  - c) Has acquired eight (8) years of trade practical experience in the Skilled Trade in which he/she claims journeyperson status and can prove the same, and who holds a Certificate of Qualification and/or a Unifor journeyperson card
- 2) Entry into the Skilled Trades shall be limited to persons:
- a) Who qualify as journeyperson under the provisions set forth in the immediately preceding paragraphs, or
  - b) Who qualify for journeyperson status through the Apprenticeship Program negotiated between the parties, or
  - c) Who provide documents as of date of hire proving their claim to journeyperson status to both the Company and the Union Skilled Trades representative.

Current skilled trades' persons as of (date of ratification) shall be deemed to meet the definition of Journeyperson for purposes of this agreement.

## **SKILLED TRADES COUNCIL DUES**

The Company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor National Skilled Trades Council, ½ hour per year from those employees who are deemed by the employer as a skilled tradesperson as recognized above. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions will be made in the third week of January of each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Local Union, who will forward the dues to the London Area Skilled Trades Council.

## **APPRENTICESHIP PROGRAM**

### **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 27.

### **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 uniform and 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 Catalent Ontario Limited
- b) The term "Union" shall mean the duly authorized representatives of Unifor and its local union 27

- c) “Director” shall mean the Director of Apprenticeship with the Ministry of Training, Colleges, and Universities
- 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) Supervisor 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
- h) “Act” shall mean the Ontario College of Trades and Apprenticeship Act of 2009

#### 4) **APPLICATION**

Applications for the apprenticeship will be received by the Human Resources Department. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. 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, the applicant must meet the following qualifications:

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



Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for the applicants who have unusual qualifications 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 and mechanical comprehension.

**6) CREDIT FOR PREVIOUS EXPERIENCE**

At the discretion of the Ministry of Training, Colleges and Universities (MTCU) 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 Ministry of Training, Colleges and Universities. These standards of apprenticeship shall be in accordance with the schedule of work, processes and related instruction as outlined in (#12) below.

**8) PROBATIONARY PERIOD**

The first six months for every apprentice shall be a probationary period. 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.

**9) HOURS OF WORK**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the skilled trades person employed by the Company. 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 may only work with appropriate supervision by a skilled trades person.

**10) RATIO**

The ratio of apprentice to journeyperson shall not exceed one (1) apprentice to each three (3) journeypersons in the trade in which he/she is apprenticed.

**11) DISCIPLINE**

The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- a) Inability to learn, (e.g. C of Q);
- 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.

This provision does not restrict the Company's ability to discipline an apprentice for cause.

**12) WAGES**

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

1st 1000 hours - not less than 65% of the skilled trades person wage rate

2nd 1000 hours - not less than 70% of the skilled trades person wage rate

3rd 1000 hours - not less than 75% of the skilled trades person wage rate

4th 1000 hours - not less than 80% of the skilled trades person wage rate

5th 1000 hours - not less than 85% of the skilled trades person wage rate

6th 1000 hours - not less than 90% of the skilled trades person wage rate

7th 1000 hours - not less than 95% of the skilled trades person wage rate

8th 1000 hours - not less than 100% of the skilled trades person 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 waiver to allow the joint apprenticeship committee access to academic and attendance records at the college.
- d) Apprentices must supply proof of passing grade from the college in the basic course, in order to progress to the level of 80% of the skilled trades person rate.
- e) Apprentices may be eligible for financial assistance from the Company for time spent in school.

- f) An employee entering the apprenticeship program from the plant or facility will not receive a reduced hourly rate, and the hourly rate will progress once they have the required hours as per the chart above.
- g) The Company will provide the apprentice with a rolling toolbox and the appropriate tools of the trade, which shall remain the property of the Company.
- h) The Company will pay for the costs for an apprentice with the Ministry of Training, Colleges and Universities and the Ontario College of Trades.

### 13) **ACADEMIC TRAINING**

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 instruction are as per the Ministry of Training, Colleges and Universities (MTCU) Apprenticeship Training Standards. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the MTCU of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

### 14) **JOINT APPRENTICESHIP COMMITTEE**

The joint apprenticeship committee shall be made up of equal members of management and union representatives. The Union representative on the committee shall be a skilled trades' person and shall be appointed by the union.

The Chairperson of the Joint Apprenticeship Committee shall be the Company representative or the Supervisor of Apprentices. The Committee shall schedule a meeting once per month unless otherwise agreed. It shall be the

duty of the Committee:

- a) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- b) To accept or reject applicants for apprenticeship subject to final approval by the Personnel or Human Relations Department.
- c) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- d) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- e) To offer constructive suggestions for the improvement of training on the job.
- f) To certify the names of graduate apprentices to the Ministry of Training Colleges and Universities (MTCU) 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 MTCU unless recommended by the Committee.
- g) To review the supervisor's monthly report on each apprentice.
- h) In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

## **15) SUPERVISION OF APPRENTICES**

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the maintenance supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, 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 Supervisor 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 maintenance supervisor under whom 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 within their own skilled trades classification. If 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 to be recalled, subject to the retained apprentice having the skill, ability, and qualifications to perform the available work.

## **17) APPRENTICESHIP AGREEMENT**

“Apprenticeship Agreement” shall mean a written agreement between the Company and the person

employed as an apprentice, which agreement shall be approved by the Supervisor of Apprentices and registered with the MTCU.

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

**18) CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will recommend to the Ministry of Training, Colleges, and Universities that a Certificate of Completion of Apprenticeship be issued to the apprentice. No certificates will be issued by the MTCU unless recommended by the Committee.

**19) CERTIFICATE OF QUALIFICATION**

Once the apprentice has received their Completion of Apprenticeship, the apprentice will arrange to sit and write for the Certificate of Qualification within one year. The Company will provide support needed to pass this exam, such as paying for the employee to attend a pre-exam course.

## TRADES LICENCES

The Company agrees to pay for renewal of licences for the Skilled Trades employees which are required by the Company, upon presentation of a receipt.

The Company will reimburse the skilled trades classifications for the renewal fees of the primary and special licenses that may be required by the employer.

## JOB SECURITY - SKILLED TRADES

There will be no reduction of current skilled trades employees as a result of outside contracting throughout the life of this agreement.

**Layoff/Recall** - When skilled trades employees are on layoff, and consideration is being given to outside contracting of work which is work that the laid off skilled trades employees would regularly perform, the Company's skilled trades employees will be given first priority for the work, before letting the contract, provided that they can perform the available work.

**Full Utilization** - It is the guiding principle of the Company to fully utilize its own skilled trades employees in the performance of maintenance work. When such work is required to be performed, skilled trades employees will be given first priority to do such work provided they are capable of performing such work and are not otherwise fully utilized.



## SCHEDULE “C”

For those employees on a continental shift schedule, shift premium will be as follows for the night shift: \$1.50

For those employees on a Monday to Friday, eight (8) hour shift schedule, shift \$.75 premium will be applicable to the afternoon shift. In the event that the Employer adds a midnight shift, the shift premium will be \$1.50.

If the Employer adds a new job or classification, the classification and rate of pay will be negotiated by the Union and the Employer.

# **LETTERS OF UNDERSTANDING**

## **LETTER OF UNDERSTANDING #1 – BANKING OF OVERTIME PROGRAM**

The parties agree that the current banking of overtime of up to 80 hours each calendar year will continue. There will be no carry over of banked overtime into the next calendar year, with the exception that an employee may use banked overtime from the previous calendar year during a March shutdown. Banked overtime that has not been used in the current calendar year will be paid out in the first quarter of the following calendar year. Banked time may also be used to cover a shortage in pay due to an absenteeism.

## **LETTER OF UNDERSTANDING #2 - SIGNING BONUS**

\$500.00

## **LETTER OF UNDERSTANDING #3 – JOINT TRAINING ADVISORY PANEL**

During the 2019 negotiations the parties discussed the need for a more comprehensive approach to how members of the bargaining unit are trained to meet the needs of the Employer, Customers, and Regulatory authorities. As agreed employee training is a critical component of their skills development.

Within three (3) months of the ratification of the Collective Agreement the Employer will establish a Joint Training Advisory Panel (JTAP) specific to the Catalent Ontario Limited Strathroy facility.

Without limitation to the rights of the Employer the parties agree to work within the general framework contained herein;

1. The JTAP will be made up of both bargaining unit and non-bargaining unit members.
2. The Bargaining Unit members of the JTAP will be

selected by the Employer after consultation with the Union Chairperson.

3. Bargaining Unit members of the JTAP will have successfully completed all training modules in their classification.
4. The scope and extent of training put in place will be the exclusive right of the Employer including the right to begin the program on a limited, trial basis for specific classification(s).
5. The JTAP will act in an advisory capacity to the Employer.
6. Time spent by bargaining unit members in JTAP meetings scheduled and authorized by the Employer without loss of pay.
7. Except for point 6, nothing in this Letter of Intent will be the subject of a grievance.

Without limitation to what the JTAP and the Employer may agree upon and implement in the future, the parties agree the tasks and priorities will be as follows;

- Identify, review, and recommend the training requirements for members of the Catalent Ontario Limited Strathroy Bargaining Unit with a view to helping them achieve the trained rate
- Develop recommendations for a training schedule, training opportunities, training matrix, and time frames for module completion
- Identify and make recommendations to eliminate organizational and individual barriers to successful completion of training.

- Make recommendations for training extensions for certain classifications, departments and/or individuals.
- Make recommendations for selection of competent trainers.
- Provide recommendations for program improvement.
- Report on program status to the Employer and Bargaining Unit.
- Recognize individual and program achievement (e.g. PROPS awards)

#### **LETTER OF UNDERSTANDING #4: SHORT TERM DISABILITY**

The Company shall provide a Short Term Disability (“STD”) Plan through a third party adjudication service. The STD Plan shall operate as a Supplementary Unemployment Benefit (“SUB”) Plan for employees who qualify for Employment Insurance (“EI”) sickness benefits. Under the STD Plan, qualifying employees shall receive a “top up” to 66.7% of their regular weekly earnings for up to seventeen (17) weeks, while in receipt of EI sickness benefits, subject to eligibility. To be considered for the “top up”, employees must be in receipt of the EI sickness benefit.

**NOTES**

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# INFORMATION TABLE

Classification	General Description	Standard Qualification Period Months	Qualifying Pay Target Period/ Months
Pharmaceutical Packaging Technical Operator	A Packaging Operator that is qualified in the Finished Packaging process including operation, setup, technical troubleshooting of equipment including completion of routine PM activity.	6	6
Pharmaceutical Packaging Operator	A Packaging Operator that is qualified in the Finished Packaging process including operation and setup of equipment.	6	6
Pharmaceutical Manufacturing GU/ CU/Encaps Operator	A Manufacturing Operator that is qualified in Encapsulation or Gel, Compounding, and Utility process steps.	12	6
Pharmaceutical Manufacturing Finishing Operator	A Manufacturing Operator that is qualified in the Bulk Finishing process including sorting, operation and setup of equipment.	6	6
Encaps Lead Hand	A Lead Hand that is qualified is responsible for the efficient coordination of the respective area including preparation of equipment, documentation requirements and assisting Operators/Supervisors in Encapsulation.	6	6
GCU Lead Hand	A Lead Hand that is qualified is responsible for the efficient coordination of the respective area including preparation of equipment, documentation requirements and assisting Operators/Supervisors in Gel, Compounding and Utility.	6	6
Finishing Lead Hand	A Lead Hand that is qualified is responsible for the efficient coordination of the respective area including preparation of equipment, documentation requirements and assisting Operators/Supervisors in Bulk Finishing.	6	6
Packaging Lead Hand	A Lead Hand that is qualified is responsible for the efficient coordination of the respective area including preparation of equipment, documentation requirements and assisting Operators/Supervisors in Finished Packaging.	6	6
Shipping and Receiving Coordinator	An Operator that is qualified in the coordination of freight requirements, the receipt and shipment of goods including all required transactions.	6	6
Stockroom Attendant	Attends to the stockroom	6	6
Housekeeper	An Operator that is qualified to maintain the premises including the use of mechanical cleaning equipment.	3	3
Apprentice	As per Skilled Trades Agreement	As per Skilled Trades	
Skilled Trades	As per Skilled Trades Agreement	As per Skilled Trades	

*“Training” refers to a process whereby an employee new to a job is able to demonstrate their competency in relation to their job duties as verified by the area Supervisor, Manager, or qualified trainer.*

*The “qualification” for Skilled Trades employees and apprentices are as established by the MTCU and/or as set out in the Skilled Trades Amendments.*