

COLLECTIVE AGREEMENT

Between

HARTMANN CANADA INC.



And

UNITED STEELWORKERS USW LOCAL 1-500



Brantford - Canada

May 1, 2020 – April 30, 2023

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COLLECTIVE AGREEMENT

THIS AGREEMENT has effect from the

**1st day of May 2020**

BETWEEN:

**HARTMANN CANADA INC.** Hereinafter referred to as “the Company” AND:

USW Local 1-500

Hereinafter referred to as “the Union”

## **Common goals**

### **Hartmann Canada Inc. and USW Local 1-500**

Company and Union have a strong desire to work in close partnership. All employees are proud of taking part in the growth of the Company. We agree that its continued existence greatly depends on the principle that all individuals should move towards the same goals by showing flexibility and creativity. Together let's work as a united team for customer service and satisfaction.

We endeavor to create conditions allowing every employee to attain, insofar as possible, his/her own objectives while fulfilling the common objectives. We strongly believe that we can achieve our goals by promoting open and honest communications fueled by efficient information and a deep respect for individuals, assets, clients and partners essential to our coexistence. Our decisions and actions are always made in consideration of our existing people, material and financial resources and the realities of our ever-changing environment. Therefore, the Company and the Union expects each individual employee's best effort in every job performed in order to establish and maintain an excellent reputation and continue to gain its distinctive character within the industry.

### **ARTICLE 1: PREAMBLE OR PURPOSE**

The general purpose of this Agreement between the Company and the Union is to establish and/or maintain:

- a. Orderly Collective Bargaining relations;
- b. A procedure for the prompt and equitable handling of grievances;
- c. Satisfactory working conditions, hours and wage for all employees who are subject to the provisions of this Agreement.

### **ARTICLE 2: SCOPE**

This agreement shall apply to all employees outlined in the bargaining unit defined in the certification issued by the Ontario Labour Relations Board on the 5th day of March 1956, being:

"All employees of the Company save and except supervisor, those above the rank of supervisor and office staff and persons regularly employed for not more than 24 hours per week."

### **ARTICLE 3: RECOGNITION: NO STRIKES OR LOCKOUTS**

- a. The Company recognizes the Union as the sole collective bargaining agency for all employees of the Company in the bargaining unit above defined.
- b. The Union agrees that there will be no strike and the Company agrees that there will be no lockout during the currency of this agreement. It is understood that the terms "strike" and "lockout" have the meanings contained in the definition of such terms as set out in the Labour Relations Act, 1995,

as amended or in subsequent legislation, should same become effective during the currency of this Agreement.

- c. The Company agrees that supervisory personnel shall not perform work on bargaining unit jobs unless a problem develops that cannot be resolved or corrected by tradesmen within the unit under the supervision of management, except for job instruction, trouble shooting, specialized chemical trials, **experimentation not normally performed by bargaining unit members, or in case of emergencies where there is a risk of harm to person or property and where qualified employees are not available.**

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- a. The Union recognizes the right of the Company to maintain order, discipline and efficiency, to hire, promote, demote, transfer, classify, schedule and assign employees to shifts, discipline, suspend or discharge any employee for just and sufficient cause subject to such regulations and restrictions governing the exercise of those rights as are expressly provided in this Agreement, and subject to the right of the employee concerned to lodge a grievance in the manner and the extent herein provided.
- b. The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, subject only to such limitations as appear herein.
- c. The Company agrees that it will not exercise its management's rights for the purpose of restricting or limiting the rights of its employees herein granted, nor shall any of these rights be exercised in a manner inconsistent with any of the terms of this Agreement.

#### **ARTICLE 5: UNION SECURITY**

- a. Employees will be required to authorize the Company on a form provided by the Company and the Company agrees to deduct from the pay of each employee covered by this Agreement, an amount each month equal to the regular monthly Union dues as prescribed by the Constitution of the Union. Such monies to be forwarded not later than the fifteenth day of each month to the Financial Secretary of the Local Union.
- b. It is further understood that the members of the Union as of the date of this Collective Agreement, and that employees who become members of the Union after the signing of this Agreement shall continue to be members in good standing during its currency.
- c. The Company also agrees, subject to the foregoing provisions, to commence making the prescribed deduction from the wages of new employees who have not yet completed their probationary period after they have in fact completed thirty (30) calendar days of employment and have worked a minimum of five (5) working days in each month.

- d. Union dues will be deducted from all employees with thirty (30) calendar day's service provided they work a minimum of five (5) days in each month.
- e. In the case of new employees, they will be required to authorize the Company on a form provided by the Company and the Company agrees to deduct from the pay of each new employee, an amount equal to the initiation fee as prescribed by the Constitution of the Union. A list of names of these new employees will accompany the money when forwarded to the Financial Secretary of the Local Union.
- f. The Company agrees to contribute effective October 5, 1998 \$.01 per hour for every hour each employee works toward an Education Fund. Effective October 5, 1999 the Company will contribute \$.02 per hour for every hour each employee works toward an Education Fund. Such money will be remitted to the Local Secretary- Treasurer of the Union by the fifteenth (15th) of the following month. The Company at the time of making each remittance hereunder supplies a statement to the Union showing the name of each employee, and the number of hours that they worked for which the contribution was made.
  - i. Union Dues: The Company will include the amount of Union dues deducted annually on all T-4 slips.

**2(g) Contracting Out:**

- a. The Company will notify the Union of their intention to have current bargaining unit work performed by contractors in the plant, and will, emergencies excepted, afford the Union the opportunity to review it with the Company prior to a final decision being made. For this purpose, the Joint Contracting Committee will be established and it will be used as a forum to discuss the Company's contracting decisions.
- b. The Company and Union agree to create a committee for the purpose of improving the maintenance of the plant and equipment. This committee will address, but not be limited to the following topics:
  - i. Optimizing maintenance staffing;
  - ii. Reducing the use of contractors for maintenance;
  - iii. Working together to improve skills of the maintenance department;
  - iv. Installation of computer based record keeping system;
- c. In keeping with a joint commitment of the company and the Union to provide as much maintenance and repair work as possible to the regular maintenance workforce, the Committee will also meet quarterly to make recommendations regarding the utilization of the plant maintenance workforce to minimize the use of contractors, both inside and out of the plant.

The Company and the Union agree to the following conditions when contracting out bargaining unit work is required:

- i. When the Company does not have the necessary equipment,
- ii. When the Company does not have employees who regularly do or are skilled in such work, and the jobs will not be required on an ongoing fulltime basis, and

- iii. When qualified maintenance employees have been requested to perform the required work on an overtime basis and have declined the overtime opportunity; and,
- iv. When the Company does not have sufficient maintenance staff to perform the required work in a timely manner.
- d. The Company will not bring a contractor into the plant:
  - i. Which directly results in the layoff of employees, or
  - ii. To do the job of employees on layoff.
- e. It is not the intent of the Company to replace its regular workforce through the use of contract individuals or firms.
- f. No Current Member in the maintenance department will be displaced due to upgrading requirements

### **ARTICLE 6: UNION COMMITTEES**

- a. The Company shall recognize the Union Steward's Committee, which shall consist of not more than five (5) employees, elected or appointed by the Union, one of whom shall be designated as the Union Plant Chairperson. The Committee shall meet the Company at such times as is mutually agreed upon by the parties, at the request of either party. The Company agrees to compensate such committee members at their regular straight time rate for attendance at such meetings.

The Union Plant Chairperson may appoint shift Stewards to provide representation on all shifts. The maximum number of stewards will be one per shift, and that number will include the five (5) Chief Stewards. The Chairperson may also appoint Shift Stewards to provide representation in the absence of the Chief Stewards.

- b. The Union recognizes and agrees that Stewards and other Union officers have regular duties to perform in connection with their employment and that only such time as is necessary will be consumed by such persons during working hours in order to attend to the processing of grievances. Accordingly, if it is necessary to service a grievance during working hours, a Committee member will not leave his/her work without first obtaining the permission of his/her supervisor, such permission not to be unreasonably withheld and, when resuming his/her regular work, he/she will report back to his/her supervisor, and if requested, will give reasonable explanation as to his/her absence.
- c. Pursuant to this understanding, the Company will compensate such employees for the time spent during their working hours in dealing with grievances, at their regular rate of pay.
- d. The Company will recognize the five (5) Chief Stewards as the Negotiating Committee, one of whom shall be the Union Plant Chairperson, plus the President of the Local if he/she is an employee of the Company. The Negotiating Committee will be composed of not more than six (6) employees.

Employees who are members of this committee will be given time off to negotiate new or revised Collective Agreements. The Company will pay all members other than the President of the Local for



time lost at their regular rate of pay for a maximum of **sixty (60) hours**. After **sixty (60) hours**, the Company and the Union will pay all members at 50% each, for time lost at their regular rate of pay until negotiations are completed.

- e. The needs of the operation will dictate the ability to shut down the operation for Union Meetings.
- f. The Company agrees that copies of shift schedules, lay-off and recall notices and notices including work instruction, appearing on plant notice boards, will be supplied to the Plant Chairperson.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

Should any difference arise between the Company and an employee, or employees, an earnest effort shall be made to settle such difference without undue delay in the following manner:

- a. **STEP 1:** The aggrieved employee, or employees, accompanied by his/her or their steward (unless the employee or employees indicate a Steward's involvement is not required) shall discuss the matter with the supervisor involved.
- b. **STEP 2:** If a satisfactory settlement is not reached in this discussion, the complaint shall be reduced to writing in triplicate on grievance forms and presented to the supervisor involved within ten (10) working days of the alleged occurrence or first opportunity of awareness of the grievance by the aggrieved employee, or employees, together with the Steward. The supervisor shall render a decision in writing and physically hand it to the Union Steward who filed the grievance within three (3) working days of receiving the written grievance and the steward will also sign and date the recorded grievance.
- c. **STEP 3:** If a satisfactory settlement is not then reached, the Union shall within five (5) working days take the problem up with the **Human Resources Manager** and a meeting shall be arranged at the mutual convenience of the parties between a maximum of three (3) employees from the Union Stewards Committee and the Company. However, off-shift committee members shall be entitled to attend without pay, provided it does not interfere with working their scheduled shifts. At this meeting a representative of the Union may be present. A decision shall be rendered in writing within five (5) working days.
- d. **STEP 4:** If a satisfactory settlement is not reached, the matter will be referred to mediation **within seven (7) working days**. If either the Company or the Union disagrees, the matter will be referred to arbitration. The date for mediation shall be the earliest date available provided from the agreed upon Mediator. The Party requesting arbitration shall notify the other Party in writing within 30 calendar days after either Party rejects any attempt at mediation. **Failure to advance the grievance to mediation or arbitration within the timeframes set out above will result in the grievance being deemed to be satisfactorily settled.**
- e. The Company or the Union shall have the right to file a grievance concerning the Agreement. Such a grievance will be entered at step 3 of the grievance procedure and shall be dealt with in accordance with this and further steps in the grievance procedure and/or arbitration.

- f. The actual words used and the language construction employed to state the original grievance or answer will not, of itself, because in any manner whatsoever for any dismissal of the grievance or the settlement thereof.
- g. The time limits referred to in this Article may be extended by mutual consent in writing.
- h. Where two or more employees wish to file a grievance arising from the same incident, such grievance may be handled as a group grievance and be presented to the company, beginning at Step 2 of the grievance procedure.

## **ARTICLE 8: ARBITRATION**

- a. Arbitration shall be by a single arbitrator unless the parties agree otherwise.
- b. Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- c. The notice shall contain the names of three potential arbitrators. The recipient of the notice shall within fifteen calendar days advise the other party whether it agrees to any of the arbitrators proposed or whether it proposes alternates in which it shall suggest the names of three other potential arbitrators. The time limits referred to above may be extended by written mutual consent of the parties. If the parties fail to agree upon an arbitrator within the time limit, the Ontario Labour Management Arbitration Commission upon request of either party shall make the appointment.
- d. The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. If the parties agree to a Board of Arbitration, they shall also agree upon the procedure for selection and the decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the chairperson shall govern.
- e. The decision of the Arbitrator or Arbitration Board shall include a direction to the parties to do or abstain from doing anything necessary or appropriate to give effect to the true intent and meaning of the decision. The Arbitrator or Arbitration Board shall not have power to alter, modify or amend any part of this Agreement nor to make any decision inconsistent therewith, but may refer to any part of this Agreement, which may appear to the Arbitrator or Arbitration Board to be relevant, whether or not previous reference has been made thereto.
- f. In any case arising out of any form of discipline or the loss of any remuneration, benefit or privilege, as herein provided, the Arbitrator or Arbitration Board shall have full power to direct that the penalty or loss complained of shall be confirmed, varied, amended, rescinded or repaid, either in whole or in part, but provided, however, that the Arbitrator or Arbitration Board shall recognize the duty of the employee to seek to minimize his/her losses.

- g. The Union and the Company shall share the costs of the single Arbitrator. In the event of a Board being appointed they shall pay the expenses of and fees payable to the Arbitrator selected by each, which may be such fee as may be agreed upon between each Arbitrator and the party appointing him, and the Union and the Company shall each be responsible for one-half of the expenses and fees payable to the Chairperson.

### **ARTICLE 9: DISCRIMINATION AND DISCIPLINE**

- a. The Company agrees that it will not unfairly treat any employees for any reason whatsoever.
- b. There shall be no discrimination against any employee by reason of race, colour, creed, nationality, ancestry, place of origin, sex, sexual orientation, marital status, age or Union activity as authorized herein. No employee shall be discharged, laid off, suspended, demoted or disciplined in any way whether by monetary penalty or otherwise except for just and sufficient cause. The question of just and sufficient cause shall be subject to the grievance procedure and/or arbitration.
- c. Any employee who is discharged or suspended by the Company shall have the right to submit a grievance in writing within five (5) working days and the matter shall be dealt with immediately at Step 3 of the grievance procedure.
- d. When an employee has been dismissed, he/she shall have the right to interview his/her Steward for a reasonable time before leaving the plant premises.
- e. When a **disciplinary notice** is placed against the record of an employee, notice of such **disciplinary notice** shall be given to the employee who will sign to acknowledge receipt only, and who may treat same as a grievance and proceed accordingly. This **notice** will be given to the employee in the presence of a Steward if available. Should a Steward be unavailable at the time the **notice** is given, a copy of the **notice** will be subsequently given to a Steward for his/her signature acknowledging receipt. Unless notice of such **discipline** is given within a reasonable time, not in any event to exceed **ten (10)** scheduled working days, not including overtime (of the Individual subject to discipline) after the occurrence, such **disciplinary notice** shall not thereafter be used for the purpose of taking disciplinary action against the employee.
- f. A copy of the **disciplinary notice** or notice of other disciplinary action taken by the Company will be given to the Chairperson of the Union Bargaining Committee.
- g. For discipline for serious insubordination, fighting, assault or threatening, **harassment**, or consuming alcohol or drugs during working hours, disciplinary **notice** shall remain on the employee's record for twenty- four (24) calendar months, **provided that the employee has remained discipline free during this 24 month period**. For all other offenses, discipline shall be removed from an employee's record after the expiry of twelve (12) calendar months following imposition, provided **that the employee has remained discipline free** during this twelve-month period. **Leaves of absence in excess of sixty (60) continuous calendar days will not count toward either time period referenced above.**
- h. Employees have the right once per year to inspect their files with a union steward present.

- i. In the event an employee is assigned to other work and is consequently unable to remain at his/her regular workstation, he/she shall not be held responsible for errors and workmanship that occurred during such required absence.

## **ARTICLE 10: HOURS OF WORK AND OVERTIME**

In an effort to meet fluctuating and customer demands for our products, it is recognized that the hours of work for the majority of the operations required to manufacture our products has to be based on seven days operation. The majority of employees, therefore, will be scheduled to work a 12-hour shift schedule. However, as the Company determines necessary, some employees may be scheduled to work an eight (8) hour, five (5) day per week fixed schedule or an eight hour per day, five (5) day per week day shift.

### **RAMP UP OR RAMP DOWN:**

- a. The Company shall have the right to change all or part of its operations from a twelve hour, seven day operation to an eight hour, five day operation or from an eight hour, five day operation to a twelve hour, seven day operation. Employees affected by such a change will be given twenty-eight calendar days' notice of the change and any resulting moves will be governed by Article 13(c).
- b. In the event that the printers are changed from a twelve to an eight hour shift, printer setup and dry ends will be entitled to exercise their seniority to remain in their positions on a seniority basis or to bump into another position in accordance with Article 13 c). If an employee does not have another skill, they will be trained in the dry press position.

### **10(1). EIGHT (8) FIXED HOUR SHIFTS:**

- a. **Schedule:** Work which the Company determines is to be performed on the basis of an eight (8) hour fixed shift shall operate on the basis of three (3) fixed teams of employees on eight (8) hour shifts, five days per week, Monday to Friday. The schedule of hours for 8-hour shift workers shall be from 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m. and 12:00 a.m. to 8:00 a.m. The workweek starts Sunday midnight and ends the following Friday midnight.
- b. **Paid Breaks:** Eight hour fixed shift employees shall be entitled to one (1) twenty (20) minute lunch period and two (2) ten (10) minute break periods with pay for each day, exclusive of reasonable travel time.
- c. **Posting of Shift Assignments:** A shift schedule will be issued by Tuesday at 4:00 p.m. which will identify the shift as well as bench employees who have been scheduled to cover for absenteeism, vacation and leaves of absence. The operators will rotate between lines at least once every eight (8) weeks.
- d. **Overtime:** Provided an 8 hour fixed shift employee has worked 40 hours in a week, overtime will be paid as follows:
  - i. For all hours worked in excess of forty (40) hours per week or on Saturday, at the rate of time and one-half (1½ X) of the employee's applicable rate; and,

- ii. For all hours worked on Sunday, at the rate of two times (2X) the employee's applicable rate.
  - iii. Vacation time, Bereavement Leave, Sick Leave, authorized Union leave, Company authorized leave of absence, and Jury Duty will be included as hours worked for the purpose of overtime eligibility. For purposes of this Agreement, Sick Leave shall mean hospitalization or the beginning of the 4th day of illness, supported by appropriate medical documentation.
- e. **Mandatory Overtime:** An on shift employee may be required at the Company's request to work up to ten (10) consecutive hours:
- i. To deal with an emergency;
  - ii. If something unforeseen has occurred, to ensure that the continuous process is not interrupted; and,
  - iii. To carry out urgent repair work to the plant or equipment.
  - iv. In the event that an employee is required to work mandatory overtime, he/she shall be paid one and one half times (1½ X) their applicable rate of pay for such time worked notwithstanding d) above.
- f. **Voluntary Overtime:** The company shall distribute voluntary overtime equally as practicable under the following guidelines:
- i. The company will keep a running list (to start only by seniority) on each shift of all qualified operators on all classifications.
  - ii. The Primary list will be from the 'Master' schedule in order of seniority to start. (Any operator covering a classification for a week will assume the position of the operator they are covering for the Primary over time list only).
  - iii. The Secondary list will be from all operators on the shift, by the Master schedule, under each classification, in order of seniority to start. All Bench members will appear on the bottom of each shift's list in order of seniority for a running list, under the classifications that they possess.
  - iv. Any overtime offered within a classification will first go to that classification on the opposite shift according to the weekly shift schedule by the Primary list, for the week the overtime is offered. If all members in that classification for that week refuse, the Company will refer to the Secondary list on the opposite shift for the required classification. The Company will start where they left off the last time they asked for that classification. When it gets down to the bench members, the bench members that are on the shift that is asking for the overtime will be asked for the classification required.
  - v. The Company and Union agree that as a general rule and subject to the exceptions in the Employment Standards Act employees will be permitted to work overtime provided that they do not work more than thirteen (13) consecutive hours of work in a day or more than 60 hours in one (1) week.
  - vi. The Company and Union will create a protocol to distribute overtime as dictated by the guidelines above.

- g. **Meal Allowance:** An \$8.00 meal allowance will be paid if overtime is worked due to a call in or a holdback at the beginning or the end of the same shift for the duration of no less than two hours.

**10(2). DAY SHIFT EMPLOYEES**

- a. **Hours of Work:** The normal hours of work for day shift workers shall be forty (40) hours per week, consisting of five (5) days per week, eight (8) hours per day, falling within the hours of 8.00 a.m. to 4.00 p.m. For maintenance employees, the Company may schedule their start and finish times between 7:00 a.m. and 4:00 p.m.
- b. **Paid Breaks:** All day shift employees shall be entitled to one (1) twenty (20) minute lunch period and two (2) ten (10) minute break periods with pay for each day, exclusive of reasonable travel time.
- c. **Overtime:** Provided a day shift employee has worked 40 hours in a week, overtime will be paid as follows:
- i. For all hours worked in excess of forty (40) hours per week or on Saturday, at the rate of time and one-half ( $1\frac{1}{2} X$ ) of the employee's applicable rate; and,
  - ii. For all hours worked on Sunday, at the rate of two times ( $2X$ ) the employee's applicable rate.
- Vacation time, Bereavement Leave, Sick Leave, authorized union leave, Company authorized leave of absence, and Jury Duty will be included as hours worked for the purpose of overtime eligibility.
- d. **Mandatory Overtime:** An on shift day shift employee may be required at the Company's request to work up to ten (10) consecutive hours:
- i. To deal with an emergency;
  - ii. If something unforeseen has occurred, to ensure that the continuous process is not interrupted; and,
  - iii. To carry out urgent repair work to the plant or equipment.
  - iv. In the event that an employee is required to work mandatory overtime, he/she shall be paid one and one half times ( $1\frac{1}{2} X$ ) their applicable rate of pay for such time worked notwithstanding c) above
- e. **Voluntary Overtime:** The company shall distribute voluntary overtime equally as practicable under the following guidelines:
- i. The company will keep a running list (to start only by seniority) on each shift of all qualified operators on all classifications.
  - ii. The Primary list will be from the 'Master' schedule in order of seniority to start. (Any operator covering a classification for a week will assume the position of the operator they are covering for the Primary over time list only).
  - iii. The Secondary list will be from all operators on the shift, by the Master schedule, under each classification, in order of seniority to start. All Bench members will appear on the bottom of each shift's list in order of seniority for a running list, under the classifications that they possess.

- iv. Any overtime offered within a classification will first go to that classification on the opposite shift according to the weekly shift schedule by the Primary list, for the week the overtime is offered. If all members in that classification for that week refuse, the Company will refer to the Secondary list on the opposite shift for the required classification. The Company will start where they left off the last time they asked for that classification. When it gets down to the bench members, the bench members that are on the shift that is asking for the overtime will be asked for the classification required.
  - v. The Company and Union agree that as a general rule and subject to the exceptions in the Employment Standards Act employees will be permitted to work overtime provided that they do not work more than thirteen (13) consecutive hours of work in a day or more than 60 hours in one (1) week.
  - vi. The Company and Union will create a protocol to distribute overtime as dictated by the guidelines above.
- f. **Meal Allowance:** An \$8.00 meal allowance will be paid if overtime is worked due to a call in or a holdback at the beginning or the end of the same shift for the duration of no less than two hours.

**10(3). 12 HOUR SHIFT:**

- a. **Schedule:** The continuous operation shall operate on the basis of four (4) rotations of employees on 12 hour shifts. The schedule of hours for 12-hour shift workers shall be from 8:00 a.m. to 8:00 p.m. and from 8:00 p.m. to 8:00 a.m. The workweek starts Sunday at 8:00 a.m. and ends the following Sunday at 8:00 a.m.

The schedule for 12-hour shifts will be as follows:

| WEEK 1 |     |     |     |     |     |     |     |
|--------|-----|-----|-----|-----|-----|-----|-----|
| Shif   | S   | M   | T   | W   | T   | F   | S   |
| A      | OFF | D   | D   | OFF | OFF | D   | D   |
| B      | D   | OFF | OFF | D   | D   | OFF | OFF |
| C      | OFF | N   | N   | OFF | OFF | N   | N   |
| D      | N   | OFF | OFF | N   | N   | OFF | OFF |

| WEEK 3 |     |     |     |     |     |     |     |
|--------|-----|-----|-----|-----|-----|-----|-----|
| Shif   | S   | M   | T   | W   | T   | F   | S   |
| A      | OFF | D   | D   | OFF | OFF | D   | D   |
| B      | D   | OFF | OFF | D   | D   | OFF | OFF |
| C      | OFF | N   | N   | OFF | OFF | N   | N   |
| D      | N   | OFF | OFF | N   | N   | OFF | OFF |

| WEEK 2 |     |     |     |     |     |     |     |
|--------|-----|-----|-----|-----|-----|-----|-----|
| Shif   | S   | M   | T   | W   | T   | F   | S   |
| A      | D   | OFF | OFF | D   | D   | OFF | OFF |
| B      | OFF | D   | D   | OFF | OFF | D   | D   |
| C      | N   | OFF | OFF | N   | N   | OFF | OFF |
| D      | OFF | N   | N   | OFF | OFF | N   | N   |

| WEEK 4 |     |     |     |     |     |     |     |
|--------|-----|-----|-----|-----|-----|-----|-----|
| Shif   | S   | M   | T   | W   | T   | F   | S   |
| A      | D   | OFF | OFF | D   | D   | OFF | OFF |
| B      | OFF | D   | D   | OFF | OFF | D   | D   |
| C      | N   | OFF | OFF | N   | N   | OFF | OFF |
| D      | OFF | N   | N   | OFF | OFF | N   | N   |

*D = working on days from 8:00 a.m. to 8:00 p.m.      N = working on nights from 8:00 p.m. to 8:00 a.m.      OFF = days off*

- b. **Paid Breaks:** All 12 hour shift employees shall be entitled to two (2) twenty (20) minute dinner periods and two (2) ten (10) minute break periods during each full shift, exclusive of reasonable travel time.
- c. **Posting of Shift Assignments:** A shift schedule will be issued by Tuesday at 4:00 p.m. which will identify the shift assignments as well as bench employees who have been scheduled to cover for

absenteeism, vacation and leaves of absence. The operators will rotate between lines at least every 8 weeks.

- i. For the purposes of this Agreement, Non – Posted bench Employees are employees who do not hold a classification and who are used to fill temporary vacancies on any shifts on an as needed basis as per Article 13(e) and will rotate at least once every 4 weeks.
- d. **Overtime Pay:** Employees employed pursuant to the twelve (12) hours shift schedule shall work three (3) twelve (12) hour shifts in one week and four (4) twelve (12) hour shifts in the following week. Overtime will be compensated as follows:
  - i. At one and one half times ( $1\frac{1}{2} X$ ) an employee's applicable rate for all hours worked on Saturday and Sunday provided the employee has worked all scheduled hours in the pay period. In the event that the employee has not worked all scheduled hours in the pay period, work performed on Saturday and Sunday shall be compensated on the basis of the employee's applicable rate only.
  - ii. If an employee does not work their scheduled hours, overtime will be paid at one and one half times ( $1\frac{1}{2} X$ ) an employee's applicable rate for all hours worked in excess of 44 hours in a week. This restriction will not apply to Mandatory Training and Mandatory Overtime.  
Vacation time, Bereavement Leave, Sick Leave, authorized union leave, Company authorized leave of absence, and Jury Duty will be included as hours worked for the purpose of overtime eligibility.
- e. **Mandatory Overtime:** An on-shift employee may be required at the Company's request to work up to one additional hour beyond their shift end, but in no case shall work more than thirteen (13) consecutive hours:
  - i. To deal with an emergency;
  - ii. If something unforeseen has occurred, to ensure that the continuous process is not interrupted; and,
  - iii. To carry out urgent repair work to the plant or equipment.  
In the event that an employee is required to work mandatory overtime, he/she shall be paid one and one half times ( $1\frac{1}{2} X$ ) their applicable rate of pay for such time worked notwithstanding d) above.
- f. **Voluntary Overtime:** Distribute voluntary overtime equally as practicable under the following guidelines:
  - i. The company will keep a running list (to start only by seniority) on each shift of all qualified operators on all classifications.
  - ii. The Primary list will be from the 'Master' schedule in order of seniority to start. (Any operator covering a classification for a week will assume the position of the operator they are covering for the Primary over time list only).



- iii. The Secondary list will be from all operators on the shift, by the Master schedule, under each classification, in order of seniority to start. All Bench members will appear on the bottom of each shift's list in order of seniority for a running list, under the classifications that they possess.
- iv. Any overtime offered within a classification will first go to that classification on the opposite shift according to the weekly shift schedule by the Primary list, for the week the overtime is offered. If all members in that classification for that week refuse, the Company will refer to the Secondary list on the opposite shift for the required classification. The Company will start where they left off the last time they asked for that classification. When it gets down to the bench members, the bench members that are on the shift that is asking for the overtime will be asked for the classification required.
- v. The Company and Union agree that as a general rule and subject to the exceptions in the Employment Standards Act employees will be permitted to work overtime provided that they do not work more than thirteen (13) consecutive hours of work in a day or more than 60 hours in one (1) week.
- vi. The Company and Union will create a protocol to distribute overtime as dictated by the guidelines above.
- g. **Meal Allowance:** An \$8.00 meal allowance will be paid if overtime worked is due to a call in or a holdback at the beginning or the end of the same shift for the duration of no less than two hours.

**10(4). GENERAL PROVISIONS APPLICABLE TO ALL EMPLOYEES:**

- a. **Grace Period:** A three-minute late allowance will be allowed before docking time from pay but this will not prevent the Company from disciplining employees who are late.
- b. **No Guarantee of Hours of Work:** It is understood that nothing in the foregoing shall be construed as constituting a guarantee of starting and/or quitting times of work per day or per week.
- c. **Leaving the Plant:** Any workers who leave the plant for any reason must notify their supervisor and punch out when leaving and must hand punch back in on returning to the plant.
- d. **Shift Changes/ Self Replacements:**
  - i. **Single Shift Request:** Shift Changes/Self Replacements shall be exclusively the exchange of a partial or single shift between two employees of equal qualifications. Employees wishing to change their shift shall find their own coverage for their shift. In the case of a single shift and/or part of a shift, advance approvals are not required. The Shift Change/Self Replacement request form must be received and completed prior to the shift or change taking place.
  - ii. **Three Way Shift Changes/Self Replacements Request:** Shift Changes/Self Replacements shall be exclusively the exchange of a partial or single shift between employees with the necessary qualifications. Employees wishing to change their shift shall find their own coverage for their shift. The Shift Change/Self Replacement request form must be received and approved by both supervisors 24 hours prior to the shift or change taking place.

- iii. **Multiple Shift Request:** Shift Changes/Self Replacements involving more than one shift must be submitted to the both supervisors of the affected shifts at least forty-eight (48) hours in advance and be approved by such supervisors or Human Resources Department. Employees are eligible for Shift Changes/Self Replacements except during approved LOA hours.
- iv. **General Rules Regarding Shift Changes / Self Replacements**
  - a. All exceptions will be reviewed by the Union Chairperson or Designate and H. R. Manager.
  - b. All shift changes and self-replacements must comply with all the requirements of the Employment Standards Act, **2000, as amended.**
  - c. The employee failing to fulfil change of shift/ and or self-replacement obligations will lose these privileges for a six (6) month period.
  - d. The granting of shift changes, self-replacements, excused absences and LOA's **are** subject to the efficient running of the business. Employees requesting an unusual number or a repetitive sequence of approvals should expect their requests to be questioned.
  - e. Employees posted to machines shall have the right to trade another employee within the same shift without change of pay, providing, in the Company's estimation, they can do the job for which they trade and that prior approval by the shift supervisor is obtained.
- e. **Notification of Absence or Lateness:** An employee who will be absent for his/her shift shall telephone **the Call-In Service** at least one (1) hour prior to their scheduled start time. **Should the Call-In Service not be functional, the employee shall telephone their Supervisor.** This must be done daily unless the employee advises the **Human Resources Manager** that they will be absent for a prescribed period of time. In such circumstances and if requested by the Company, the employee shall provide to the Company documentation substantiating their absence as soon as possible.

An employee will notify **the Call-In Service** as soon as possible if the employee will be late for their start time.
- f. **Off-Site Training:** When required to attend off-site training seminars, First Aid, CPR etc. at the company's request, employees on all shifts shall have the option of going back to work at the end of the training session, should the training session conclude prior to the end of their shift. The employee must inform the shift Supervisor/Manager ahead of time as to whether they will be returning to work. If they choose not to work they do not get paid for the remainder of their shift.
- g. **Skilled Trades Training:** In addition to their regularly scheduled hours, employees in skilled trades classifications (Millwright, Electrician, and Electrical and Instrumentation, Shift Machine Maintenance) shall be scheduled for up to two (2) training shifts of eight (8) hours each per calendar year, such shifts to be scheduled at least three (3) months in advance. Employees will be compensated at one and one half times (1 ½ X) the employee's applicable rate for all hours worked on such training shifts.

### **10(4)(H) Overtime Eligibility:**

- a. Absences for up to ten (10) days per calendar year for the following reasons shall be considered to be time worked for the purposes of determining overtime eligibility only under the terms of the collective agreement:
  - i. Contractual Leaves of Absence;
  - ii. Approved or excused absences, including occupational and non-occupational illness or injury;
  - iii. Reporting late or leaving early in excess of 15 minutes will be charged as a full day against the 10 day exclusion.
  - iv. No call/no show; or
  - v. Any other absences that would be recognized as a leave of absence under the *Employment Standards Act, 2000*, as may be amended.
- b. For greater certainty, the terms of this Article have no application to the Company's Attendance Management Support Program.
  - i. Employees must be prepared to provide proof if requested, subject to any limitations set out in the *Employment Standards Act, 2000*, as may be amended.
  - ii. The Parties agree that absences for which Short-Term Disability Benefits are approved will be applied against the 10 day exclusion on the following basis:
    - a. the first approved Short-Term Disability claim in a calendar year (January 1 – December 31) will not be considered as part of the 10 day exclusion, with the exception of the waiting period; and,
    - b. any subsequent Short-Term Disability claims will be charged day for day including the waiting period against the 10 day exclusion except where the claim is an interrupted period of disability as defined in the Short-Term Disability plan as follows: "If you have a total disability for which the Benefit Provider pays Short-Term Disability benefits and total disability occurs again due to the same or related causes, the Benefit Provider will consider it a continuation of your previous total disability if it occurs within 2 weeks of the end of your previous disability. You must be covered when the total disability reoccurs".
- c. Employees who have absences in excess of the 10 day exclusion will not be eligible for payment of unscheduled overtime in the week the absence occurred, save and except as permitted in Article 10 (1)(d), 10 (2)(c) or 10(3)(d).

### **ARTICLE 11: PLANT HOLIDAYS**

- a. The Company agrees to observe the following plant holidays and to compensate its employees up to (8) hours pay or holiday pay as calculated pursuant to the Employment Standards Act if they are not required to work on such days, and if they are required to work and do so work, such employees shall be paid at the applicable overtime rate of their regular hourly rate for all hours worked on such day, in addition to the aforementioned holiday pay.

Statutory Holidays will be paid to a maximum of 10 hours of pay starting May 1, 2018.

- |                  |                              |
|------------------|------------------------------|
| 1. New Years Day | 7. Thanksgiving Day          |
| 2. Good Friday   | 8. Day before Christmas      |
| 3. Victoria Day  | 9. Christmas Day             |
| 4. Canada Day    | 10. Boxing Day               |
| 5. Civic Holiday | 11. Day before New Years Day |
| 6. Labour Day    | 12. Random Day               |

- b. Requests for the Random Day off shall be submitted one (1) week in advance. The Company must respond within three (3) days of receipt of request. The Random Day will be administered on a calendar year basis.
- c. In the event a holiday falls on Saturday and/or Sunday (8- hour shift), the Company agrees to grant another day or days off with pay in lieu thereof. Such day, or days, shall be mutually agreed on
- d. In the event that several holidays fall in succession (8 – hour shift), a day (or days) off with pay in lieu of such holidays shall be discussed and agreed upon by the parties. Such holidays will be scheduled so that employees will have successive days off. Notice of Plant Holidays will be posted thirty (30) days prior to the day they will be observed.
- e. Payment for any of the aforesaid holidays shall not be made if any employee did not work the entire authorized shift on the day immediately prior to the holiday, the day of the holiday and the day following the holiday unless absence was caused by verified illness or injury, death in the immediate family, or jury duty, layoffs not continuing over two (2) calendar weeks, Leaves of Absence not continuing over two (2) calendar weeks or attending Union business. For those ill or injured, the Company will pay the difference between any benefit received and the regular statutory rate for a maximum period of twenty-six (26) weeks.
- f. Subject to conditions outlined in Article 10(4)(d) Shift Changes/Self Replacement, an employee providing a qualified replacement to cover the qualifying day shall be considered as having worked and be eligible for holiday pay. Replacement shall be paid at the prevailing rate. However, such approval to switch shall not result in overtime compensation to any employees affected
- g. For pay calculation purposes, the hours of a holiday shall be considered as commencing at 12.00 a.m. on the holiday and ending at 12.00 a.m. on the following day for the eight (8) hour shift. For the twelve (12) hour shift, the holiday shall be considered as commencing at 8.00 am on the holiday and ending at 8.00 am on the following day.
- h. For December 24 and 26, the Company will run its operations at full capacity. For the period from 2:00 p.m. on December 24 until 8:00 a.m. on December 26, the Company will shut down operations. The Company may canvass for volunteers to work during this period for production and non-production jobs. If inventory is sufficient to supply customer needs the plant will be closed for the full 3 day Christmas period.

- i. Company agrees that as long as payroll is operational, that it pays all employees 52 times a year. If payroll is not operational over the above holidays, the Company agrees to pay the above statutory holidays to employees who are otherwise eligible, five days prior to the Christmas shutdown, provided that should it ultimately be determined that an employee is not eligible to receive any of the statutory holiday pay so advanced, that the Company is authorized to deduct from or set off against the employee's next regular pay any monies so advanced to which the employee was not entitled. The Company agrees to separate the pay for above holidays from the employee's regular pay.

## **ARTICLE 12: VACATIONS**

Every person in the employ of the Company shall be entitled to and may be required to take annual vacations with pay on the following basis.

- a. 0 – 5 years of Service: At the anniversary date of hire, employees who have less than **five (5)** years of service on June 30th of any year shall receive vacations with pay in accordance with the current Provincial legislation.
  - i. 5 – 12 years on the anniversary date of hire = 3 weeks' vacation = 6%
  - ii. 12 – 18 years on the anniversary date of hire = 4 weeks' vacation = 8%
  - iii. 18 – 26 years on the anniversary date of hire = 5 weeks' vacation = 10%
  - iv. 26 years' service on their anniversary date of hire = 6 weeks' vacation = 12%
- b. Vacation Requests will be based on a fiscal year starting April 1 each year and ending March 31 of the following year.
- c. Vacation pay will be accrued and paid weekly.
- d. If the day of official observance of one of the above named holidays falls within the vacation period of an employee, he/she shall be paid for such holiday or be granted a day off in lieu of.
- e. In the event of the death of an employee, the Company will pay his/her beneficiary an amount equivalent to the vacation pay to which he/she would have been entitled as provided in this Article for the year in which his/her death occurred.
- f. The Company maintains the right to schedule a complete or partial shutdown(s) during which time employees may be required to take up to two (2) weeks of their vacation entitlement. Tentative notice of shutdown(s) will be posted by March 15th. If the company schedules a full or partial vacation shutdown, it will be scheduled between July 1 and August 31 and or between Christmas and New Years. Shutdowns or breakdowns that are outside of the vacation period shall be considered a layoff unless the employee chooses to allocate their vacation entitlements to that period.
  - i. The employer is committed to providing 2 weeks vacations for employees (based on skill available) between June 1 and September 30 of the calendar year on a shift seniority basis as long as the number of vacations do not impact production during that period. It is an

understanding that the union is prepared to form a joint committee to allocate vacation if requested by the company. Priority will be based on full week request versus floaters and single day requests.

- ii. Approval time of submitting to January 31 and be returned by February 28.
  - iii. Employees who fail to indicate their preference by January 31 will be considered based on requests received by the first of each succeeding month and the Company will respond by the 15th of each month.
- g. If employees are inadvertently on sick leave, Compensation, approved leave of absence, bereavement leave during their scheduled vacation period, their vacation may be rescheduled at a time mutually agreeable to the employee and the Company.
- h. With the consent of the Company, employees may take their vacation entitlement as individual days off (either on 8-hour shifts or 12-hour shifts) on the following basis:
- i. Vacation floaters must be used prior to requesting a leave of absence.
  - ii. The granting of vacation floaters is at the discretion of management and shall be based upon the operational needs of the Company.

### **ARTICLE 13: SENIORITY**

- a. **Seniority list**: The Company shall maintain a seniority list and it shall be revised quarterly with copies being furnished to the Union.
- b. **Probationary period**: Upon completion of employment to the extent of forty-five (45) days worked within any period of six (6) consecutive months, an employee shall no longer be classed as probationary and shall be entitled to have his/her name placed on the seniority list, with seniority date being the date of hiring. Prior to that time he/she will be classed as probationary and shall not be entitled to have his/her name on the seniority list.

Notwithstanding anything contained elsewhere in this Agreement, no grievance shall be lodged or prosecuted against the discharge by the Company of a probationary employee except where it is alleged that such discharge violates applicable legislation. This shall not, however, prevent a probationary employee from lodging a grievance on any other applicable working conditions.

#### **13(C). Lay-off and Recall:**

##### **Lay-off:**

- a. When a lay-off becomes necessary, a senior employee shall have the right to displace a junior employee provided the senior employee is qualified to perform the available work without training.
- b. For layoffs less than 48 hours duration, seniority on the shift will prevail, with no bumping allowed between shifts.

- c. When the layoff is anticipated to exceed 48 hours, the Company shall give employees notice of a Long Term Lay-off. Employees must exercise their plant wide bumping rights within 3 calendar days of such notification.
- d. The Chairperson will be the last to be laid off. Secretary-Treasurer to be second last to be laid off. Steward with most seniority to be third last to be laid off. Stewards thereafter, depending on seniority, will be laid off based on one Steward per ten (10) employees.
- e. In the event of any lay-off, no hourly rated employee shall be laid off and his/her job performed by a supervisor.
- f. Any employee who is laid off in violation of the provisions of this article shall be reinstated in his/her former position and shall receive such compensation as agreed upon by the parties or directed by the Arbitration process.

**Recall:**

- g. Recalls from Long Term Lay-off as defined above shall be by seniority subject to the senior employee being qualified to perform the available work without training.
- h. For a recall anticipated not to exceed one calendar week, an employee shall be permitted to waive recall on one occasion without loss of seniority.
- i. Once all laid off employees have been recalled, all employees will return to the positions, teams and shifts they were assigned prior to the lay-off, where practicable.

**13(D). Job Postings and Transfers:**

**Job Postings:** In event of a vacancy in an existing position anticipated to last more than 28 working days, the vacancy shall be posted in the plant for five (5) calendar days. All job postings shall specify the position, the skills, ability and qualifications for the position, the team, shift and rate of pay. Employees interested in applying for the vacancy shall apply in writing.

- a. For all positions other than Maintenance Apprentice, Maintenance "B", Process Troubleshooter, Printer Coordinator, Printer Set- Up, Utility Operator, Posted Bench and Machine Relief, the posting shall be awarded to the senior applicant provided that he/she is qualified to perform the required work following the applicable training period. In the event that the selected applicant fails to qualify or decides not to accept the position, the next most senior applicant will be given the opportunity to qualify for the position without reposting of the position.
- b. For the Printer Set-Up, Posted Bench, and Machine Relief, the posting shall be awarded to the senior applicant who passes mechanical ability and other aptitude testing and qualifies to perform the required work following the applicable training period.
- c. For vacancies for Maintenance Apprentice, Printer Coordinator, Process Trouble Shooter, Utility Operator and Posted Bench, special criteria shall be used to select the applicant who will be given an opportunity to qualify for the position.

- d. The Company will work with the Union in advance to develop the special testing and selection criteria mentioned above prior to posting the above positions.
- e. Upon being placed in the vacant position, the employee will complete the training and evaluation period applicable to the position. During this period of time, the Company shall have an opportunity to evaluate the successful applicant's skill and ability to perform the new position. During the initial seven (7) working days of this period, the successful applicant shall have an opportunity to determine whether he/she wishes to continue in the new position. Where practicable and convenient to the Company, the incumbent for the vacant position shall train the successful applicant.
- f. The training periods for the job posting process shall be as follows:
  - Dry Press 14 working days;
  - Wet End 28 working days;
  - Printer Set Up 28 working days;
  - Stock Prep 28 working days;
  - Machine Relief 28 working days;
  - Shipping 10 working days;
  - Hybrid Machine 7 working days;
  - Utility Operator 14 working days;
- g. Training progress will be reviewed with the employee on or about the mid point of training and again prior to completion of training. Employee and Union will receive copy of training and evaluation report at each stage.
- h. If the successful applicant decides that he/she does not wish to continue in the new position or the Company determines that he/she is not to be retained in the position, the employee shall return to his/her previous position and the vacant position shall be filled in accordance with the procedure detailed above.
- i. Employees displaced by failure to qualify for a job classification shall not be laid off provided they can perform any available work being performed by a junior employee in the factory.
- j. Employees shall be permitted to post for positions as follows:
  - i. Two job postings per 12 months
  - ii. A job posting for the following classifications: Stock Prep, Shipping, or any newly created positions.
  - iii. For clarification in applying the above, the following conditions apply:
    - a. Team change on the same shift is considered a job posting;
    - b. The 12-month period referred to above starts when the first posting is accepted;



- c. Posting restriction applies after the 7-day trial period in the first posting;
- d. If an applicant withdraws from a position within the 7-day trial period the employee is restricted from applying for the same position regardless of team or shift for a period of 12 months from time of withdrawal.
- e. If an applicant is disqualified from the position during the training period or any agreed extension of the training period, the employee is restricted from applying for the same position regardless of team or shift for a period of 24 months from time of disqualification.
- k. The successful applicant's previous position shall not be posted until he/she has successfully completed the training and evaluation period. In the interim, the successful applicant's previous position shall be filled by temporary transfers.
- l. If an employee is awarded a job posting, successfully completes the evaluation period and then decides to give up their new position within 6 months of being placed in the position, the position will be posted and such employee will be assigned to either:
  - i. The position which becomes vacant upon the completion of the posting procedure provided the employee has the qualifications to perform this position; or
  - ii. The bench.
- m. Such employee will be ineligible to apply for any posted vacancy occurring during the 12 months following the day his/her job is posted.

**13(E). Temporary Vacancies:**

The Company shall have the right to temporarily transfer employees up to 28 working days as follows:

- a. All temporary vacancies on a shift will be filled first by the posted bench on shift provided they have the qualifications to perform the required work.
- b. If unable to fill the vacancy from the posted bench than qualified employees on shift will be canvassed in order of seniority to fill the vacancy.
- c. If no one accepts than the junior qualified employee on the shift must fill the vacancy.
- d. Transferred employees will normally stay in the position for the duration of the vacancy unless special circumstances require a move. The 28 working days for the transfer may be extended with the consent of the Union and transferred employee. The transferred employee shall be paid the rate of pay as specified in Article 14.
- e. Temporary transfers of employees other than non – posted bench employees to other shifts shall only occur if the employee to be transferred agrees to the transfer.
- f. Vacancies resulting from the training periods referred to in 13.d) 1 shall not be posted. Other vacancies anticipated to last longer than 28 working days will be posted in accordance with Article 13.

- g. Experience gained from a temporary transfer shall not be used in determining or assessing a person's skill, ability and qualifications for the purposes of Article 13 (d).
- h. An employee on temporary transfer shall have the right to apply for a job posting subject to the limitations in d) Job Posting above.

**13(F). Job Creation and Abolition:**

In the event that the Company installs a new production line, it shall have the right during the period such line is being commissioned to operate it on the basis of eight (8) or twelve (12) hours shift schedules as it determines is appropriate in its sole discretion. Any variation to these shifts will be by mutual agreement of the Company and Union.

- a. Such line will be manned as follows:
  - i. The Company will ask for volunteers for the new line;
  - ii. From these volunteers, the Company shall select employees who are qualified, subject to there being sufficient qualified employees remaining to operate the existing lines;
  - iii. If the Company's needs for commissioning and bringing the line into production have not been met by process in ii) above, the Company and Union will work together to ensure that the Company's needs for the new line are met while at the same time ensuring the viable operation of the existing lines.
- b. Transferred employees shall remain at their new assignments until the new line has achieved stable operation (average 80% of name plate capacity for a one month period). In order to ensure an orderly transition back to normal operation after the new line has reached stable operation, the Company will post all new positions prior to the start of commissioning activities. The Company and Union will jointly develop a transition plan to manage the movement of employees to their new positions while maintaining stable operation of new and existing lines.

**13(G). Last Chance:**

- a. In the event that an employee whose seniority would otherwise grant them a permanent position but lack the skill and ability necessary to perform the work of a less senior employee, he/she shall have the right to displace that employee with training. The employee will be restricted from applying to any temporary posting until the training is complete.
- b. Each employee will be given one opportunity, and if the employee is not successful at passing the job qualifications, and the requirements as per Article 13(d) clause covering training they will be laid off accordingly. During this period a junior employee may be retained out of seniority in order for the training to take place.

**13(H). Seniority**

A new employee shall accumulate seniority under the following conditions:

- a. During a lay-off not to exceed twelve (12) months for an employee of more than one (1) year but less than five (5) years' service. For employees with more than five (5) years service, a layoff not to exceed eighteen (18) months. For employees employed less than one (1) year, for a period equal to length of employment.
- b. During absence due to illness or accident not to exceed one (1) year if less than five (5) years continuous service; not to exceed eighteen (18) months if more than five (5) years continuous service.
- c. During leave-of-absence granted by the Company.
- d. When an employee is laid off he/she shall have the right to waive the first recall, when the duration of the recall cannot be determined.

**13(I). Lost Seniority**

An employee shall lose his/her seniority and shall be deemed to be terminated under the following conditions:

- a. If the employee leaves the employ of the Company;
- b. If he/she is discharged for just cause and such discharge is not reversed through the grievance procedure.
- c. If laid off for more than the following specified time frames:
  - i. Employed for less than five (5) years continuous service – twelve (12) months;
  - ii. Employed for over five (5) years service - eighteen (18) months.
  - iii. If an employee fails after a lay-off to return to work within seven (7) working days after the Company has given such employee notice of recall, provided he/she has so notified the Company of his/her intention to return within two (2) working days. It is understood that notice of recall, to the last address given by any employee, by registered mail, shall be sufficient to relieve the Company of any further obligations under this section.
  - iv. When an employee has waived a recall and receives his/her second recall, he/she must return to work within seven (7) working days after the Company has given the employee the notice of recall or his/her employment will be considered terminated and his/her name removed from the seniority list.
  - v. Subject to the Human Rights Code, if less than five (5) years service and disabled for one (1) year, or more than five (5) years service and disabled for eighteen (18) months, and in the opinion of two (2) qualified physicians cannot reasonably be expected to return to work. If the medical opinion indicates the employee may return to work in the future, he/she shall maintain his/her accrued seniority for up to six (6) additional months. If he/she does not return to work within this additional 6 months period, he/she will lose seniority and be deemed terminated in accordance with this section.

- a. In any event, benefits cease according to the time and seniority limits described in the preceding paragraph.
- vi. If an employee is absent for three (3) consecutive scheduled days without notifying the Company or is absent for this period of time without a justifiable reason.

**13(J). Technological changes:** The Company will advise the Union of technological changes, which result in displacement of an employee or employees, and will, if requested, discuss with the Union the implications of such displacement on the employees affected.

**13(K). General:** The Company shall not continuously use part-time employees in full-time positions.

**13(L). Apprenticeship Program:** The Company will continue with an apprenticeship program and vacancies for apprentices shall be posted in accordance with Article 13(d). The Letter of Intent dated May 1, 2015 will be used to select the candidate for the apprenticeship program. In addition to satisfying the requirements of Article 13, and the SMM letter of Intent, the successful apprentice must meet the minimum requirements of the Ministry of Education, Apprenticeship Branch guidelines for apprenticeship training.

- a. Apprentices can withdraw or be withdrawn as follows:
  - i. During the 90 calendar day probationary period.
  - ii. Failure to pass the yearly theoretical tests.
  - iii. At any time during the program.
- b. Candidates withdrawn or withdrawing within the 90 calendar day probationary period will exercise bumping rights provided in the collective agreement. Candidates withdrawn or withdrawing after the probationary period will displace the junior employee in the plant and wait for the next posting opportunity.
- c. The Company reserves the right to transfer apprentices to train, provide shift coverage, vacation relief, etc.
- d. Continuation of employment following the successful completion of the apprenticeship program will be contingent upon there being a vacancy for a journeyman.
- e. In cases of reduced staffing, apprentices will be bumped or laid off before a certified Millwright.

## ARTICLE 14: WAGES

- a. The wage rates and ranges set out in schedule A shall be and continue in effect during the currency of this agreement.
- b. In the event the Company introduces new job classifications or substantially changes the duties of an existing job classification, the Company will at the time meet with the Union to discuss job rates. If the rates are not satisfactory to the Union, the rates will be subject to the grievance and arbitration procedures.
- c. Generally speaking, an employee will receive the rate of the job, which he/she performs, subject to the following provisions:
  - i. **Temporary Assignment:** If an employee, for the convenience of the Company when work is available on his/her regular job, is temporarily assigned to work in a job position in which the rate of pay differs from the rate of the employee's regular job he/she shall be paid as follows:
    - a. If the rate of the job to which he/she is temporarily assigned is less than the employee's regular rate, he/she shall continue to receive his/her regular rate.
    - b. If the rate of the job to which he/she is temporarily assigned is higher than the employee's regular rate of pay, he/she shall receive the higher rate of pay. However, this shall not apply to transfers of less than one (1) hours duration, nor to transfers to skilled jobs unless the employee is able to efficiently perform the skills of that job.
    - c. If an employee is temporarily assigned to work on a lower rated job when there is no work available in his/her regular job due to the breakdown of machinery, lack of work or other circumstances beyond the Company's control, he/she shall receive the lower rate of the job to which he/she is assigned after 48 hours.
  - ii. **Call In Pay:** Subject to the Employment Standards Act, if a maintenance employee is called to work, before the regular start of their shift; they will have an option to stay for an amount of time equal to their normal shift. If they choose to stay, once they have corrected the problem they were originally called in for, they must report to the shift supervisor to receive work orders for the remainder of their shift. Pay to be 4 hours call-in pay plus hours worked at their regular pay rate.

Any other employee called in to work after punching out, following completion of his/her regular scheduled working hours and before his/her next scheduled reporting time, shall be paid a minimum of four (4) hours pay at his/her regular hourly rate in respect to each such call in, or paid for actual time worked at his/her applicable rate, if greater. When filling in for emergency overtime for the convenience of the company, pay to be made with no loss to the member.
  - iii. **Stand By Pay:** In the event that an hourly rate employee is required to stand by at home for any reason, such employee shall be paid his/her regular hourly rate for all hours standing by.

- iv. **Pager Allowance:** Four (4) hours pay, calculated at the base rate, will be given to an employee when on call.
- v. **Minimum Recompense:** Any hourly employee reporting for work at the commencement of his/her regular shift without having been previously notified not to report shall be given four (4) hours work at his/her regular hourly rate or four (4) hours pay in lieu thereof provided that the employee shall perform any work which he/she may be assigned. This section shall not apply where the lack of work was caused by circumstances beyond the control of the Company.
- vi. **Shift Premiums:**
  - a. **12 Hour Shift:** A shift premium for the Day Shift (8:00 a.m. – 8:00 p.m.) will be \$1.13 per hour. A shift premium for the 12-hour night shift (8:00 p.m. to 8:00 a.m.) will be paid at \$1.50 per hour. An employee shall be entitled to receive this premium for all hours worked within the hours described herein. Such premium is to be added after applicable overtime rates have been calculated and shall not form part of the overtime rate. Probationary employees will not receive \$1.00 per hour of the above shift premiums until trained and independently performing their job.
  - b. **8 Hour Fixed Shift:** Employees working the 8 hour fixed shift schedule shall receive the following shift premiums:
    - \$0.40 per hour for hours worked on the afternoon shift (4:00 p.m. to midnight)
    - \$0.55 per hour for hours worked on the night shift (midnight to 8:00 a.m.)
 Applicable premium is to be added after applicable overtime rates have been calculated and shall not form part of the overtime rate.
- vii. **Tools:** The Company will replace personal tools, which are stolen or broken at work provided reasonable proof is provided.
- viii. **Apprenticeship Hourly Progression:** Apprenticeship Hourly wage progression shall be as follows:

| <b>Hours Complete</b> | Level 1:<br>0 – 1999 | Level 2:<br>2000-3999 | Level 3:<br>4000 - 5999 | Level 4:<br>6000 – 8000 | Level 5:<br>After 8000 | "C of Q" |
|-----------------------|----------------------|-----------------------|-------------------------|-------------------------|------------------------|----------|
| <b>% of full rate</b> | 70%                  | 75%                   | 80%                     | 85%                     | 90%                    | 100%     |

### Schedule A

| Positions                                       | Current Rate effective April 30, 2020 | Special Increase: \$/hour increase effective May 1, 2020 | Effective May 1, 2020: Applied: special increase | Effective May 1, 2020: General Wage Increase: | Effective May 1, 2021: General Wage Increase: | Effective May 1, 2022: General Wage Increase: |
|---|---------------------------------------|--|--|---|---|---|
|   | 100%                                  |  |  | 3.4%  | 2.0%  | 2.0%  |
| Non-posted bench                                | \$ 22.46                              |  | \$ 22.46   | \$23.22                                       | \$23.69                                       | \$24.16                                       |
| Dry Press Operator                              | \$ 23.00                              |  | \$ 23.00   | \$23.78                                       | \$24.26                                       | \$24.74                                       |
| Wet End Operator                                | \$ 23.02                              |  | \$ 23.02   | \$23.80                                       | \$24.28                                       | \$24.76                                       |
| Cleaner   | \$ 22.93                              | \$ 0.09  | \$ 23.02   | \$23.80                                       | \$24.28                                       | \$24.76                                       |
| Shipper   |                                       |  |  |   |   |   |
| Receiver  |                                       |  |  |   |   |   |
| Utility Operator                                | \$ 23.08                              |  | \$ 23.08   | \$23.86                                       | \$24.34                                       | \$24.83                                       |
| Stock Preparation                               |                                       |  |  |   |   |   |
| Printer Set up                                  | \$ 23.08                              | \$ 0.07  | \$ 23.15   | \$23.94                                       | \$24.42                                       | \$24.90                                       |
| Labeler Operator                                |                                       |  |  |   |   |   |
| Hybrid Operators                                | \$ 23.08                              | \$ 0.07  | \$ 23.15   | \$23.94                                       | \$24.42                                       | \$24.90                                       |
| Hybrid Lead Operator<br>(+.50+/hr of Hybrid Op) | \$ 23.58                              |  | \$ 23.65   | \$24.44                                       | \$24.92                                       | \$25.40                                       |
| Posted Bench                                    | \$ 23.15                              |  | \$ 23.15   | \$23.94                                       | \$24.42                                       | \$24.90                                       |
| Machine Relief                                  |                                       |  |  |   |   |   |
| Chief Shipper                                   | \$ 23.41                              | \$ 0.09  | \$ 23.50   | \$24.30                                       | \$24.78                                       | \$25.28                                       |
| Maintenance Helper                              | \$ 23.52                              |  | \$ 23.52   | \$24.32                                       | \$24.81                                       | \$25.30                                       |
| Maintenance "B"                                 |                                       |  |  |   |   |   |
| Shift Machine Maintenance                       | \$ 24.05                              |  | \$ 24.05   | \$24.87                                       | \$25.37                                       | \$25.87                                       |
| Process Troubleshooter                          | \$ 24.65                              |  | \$ 24.65   | \$25.49                                       | \$26.00                                       | \$26.52                                       |
| Printer Coordinator                             |                                       |  |  |   |   |   |
| Millwright (Certified)                          | \$ 30.50                              | \$ 4.00  | \$ 34.50   | \$35.67                                       | \$36.39                                       | \$37.11                                       |
| Electrician (Certified)                         | \$ 32.17                              | \$ 4.00  | \$ 36.17   | \$37.40                                       | \$38.15                                       | \$38.91                                       |
| Electrical and Instrumentation                  | \$35.04                               | \$ 4.00  | \$ 39.04   | \$40.37                                       | \$41.17                                       | \$42.00                                       |

The following lump sum payments shall be paid to all classifications:

- a. \$500.00 to all employees actively employed on May 1, 2020
- b. \$500.00 to all employees actively employed on May 1, 2021
- c. \$500.00 to all employees actively employed on May 1, 2022

**Note: Variable Compensation plan closed effective January 1, 2020.**

## **ARTICLE 15: EMPLOYEE BENEFITS**

- a. The Company will pay OHIP Premiums if reinstated and 100% of the following benefits:

The Company and Union will form a Committee to review group insurance premium levels and to manage possible solutions for premium decreases.

- b. Effective **May 1, 2020, life insurance will increase by \$5,000.00:**

- i. **Life Insurance \$45,000**

- ii. **Accident Insurance \$45,000**

At normal retirement date and early retirement date as provided for in Article 21(k) employees will be eligible for \$10,000 of term life insurance for employees retiring after the date of ratification of this Collective Agreement.

**Effective February 1, 2021, Dependent and Spousal life insurance benefit in the amount of:**

- i. **Spouse: \$20,000**

- ii. **Dependent: \$10,000**

- c. Major Medical Health Insurance with semi-private coverage to 365 days and Extended Care Benefits to a maximum of \$25,000.
  - i. Full Drug Plan for drugs requiring a prescription only (with employee paying first 20 cents of each prescription).
- d. Dental Plan:
  - i. Basic plan \$25.00 single, \$50.00 family deductible per year
  - ii. Part II Major Dental coverage for dentures at 75% with 25% co-insurance, limited to full replacement once every five years
  - iii. Current O.D.A. fee schedule with a **\$2500 maximum effective January 1, 2022.**
  - iv. Orthodontic coverage for dependent children only, with \$2,500 lifetime limit, 50% co-insurance, no deductible.
- e. Effective May 1, 2016, Weekly Income Insurance of 66-2/3% of regular earnings maximum limit for a maximum period of 26 weeks, with the plan to provide that Saturday and Sunday will be considered as part of the qualifying period.



- f. Waiting period:
  - i. The plan will provide coverage first day of hospitalization and accident.
  - ii. Three calendar days waiting period with payment to begin at the beginning of the fourth day of illness.
  - iii. It will further provide benefits from the first day of disability due to major illness requiring treatment at a recognized hospital in accordance to an agreed list of procedures to be provided in Plan Document.
  - iv. Should payment for approved W.I. claims be delayed beyond three weeks, the Company and Union Committee will meet as soon as can be arranged to discuss alternative arrangements for payment.
  - v. Effective October 5, 1989, Long Term Disability Insurance coverage of 60% of earnings, for non-compensable disability, to a maximum benefit of:
    - a. **May 1, 2019 and current: \$2,000**
  - vi. Until age 65 or recovery, commencing after 26 weeks disability fully offset by any Government plans (Federal or Provincial), WSIB payments, any other group or any other company benefits or pension plan. The company is responsible for 100% of premiums. Applies to all employees who are actively at work on the first of the month following ratification.
  - vii. Employees receiving Long Term Disability Benefits will continue to be eligible for Life Insurance at the level in effect at the time they became disabled until age 65, provided they continue to be disabled in accordance with the terms of the Long Term Disability Plan.
  - g. Effective October 5, 1983, insurance premiums will be paid for one month following month of lay-off for those persons on lay-off.
  - h. The Company will provide Family Vision Care insurance every two years to a maximum benefit of:
    - **Current \$500 with paid eye exams**
  - i. Survivor benefits will be made available to eligible family members for 2 years following the date of death of an employee.

## **ARTICLE 16: LEAVE OF ABSENCE**

- a. A request for a Leave of Absence (time off) without pay can be made in writing provided the reason for the leave is stated. An LOA shall be for a minimum of three months. Exceptionally, a request can be made for personal or emergency reasons. Each request will be evaluated and authorized on their own merit. Furthermore, the Company agrees to grant leaves of absence if not inconvenient to the Company, if an employee is acting as a delegate at labour conference or conventions.

- b. If more than one request is received for the same period, seniority will be considered in considering such requests. The Company will keep a designated representative of the Union informed of leave requests and will meet with the Union Committee if a request for such a meeting is made. The Company will respond to properly submitted requests for leave within five (5) days.
- c. The Company will provide the Union with a copy of all Leave of Absence.
- d. Employees who are elected or appointed to a position in the USW Local 1-500 will be granted on request a Leave of Absence and after 36 months their seniority shall freeze.

### **ARTICLE 17: BULLETIN BOARDS**

- a. The Company will provide Bulletin Boards in mutually satisfactory locations throughout the plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officers of the Local union and submitted to the Management or his/her authorized representative for approval before being posted.

### **ARTICLE 18: SAFETY AND HEALTH**

- a. The Company shall continue to make all reasonable provisions for the safety and health of its employees and the Union Stewards' Committee shall have the right to make recommendations to the Management respecting the safety and health of the employees. Where, in the opinion of the Union, the welfare and safety of an employee is endangered, the matter shall be taken up through the grievance procedure.
- b. The Union agrees that it will co-operate with the Company in encouraging employees to use and wear required safety equipment and to follow joint prescribed safety rules and procedures.
- c. The Company agrees that employees will be provided by the Company with coveralls when required to work on the following jobs:
  - i. Cleaning or repairing ovens, cleaning out stock tanks and pits, major printer clean-ups, cleaning boiler on shutdown and maintenance of motors.
- d. The elected members of the Health and Safety Committee will serve for a three (3) year term, one (1) Safety representative per shift. In addition, the Plant chairperson or his/her designate will automatically become a member of the committee.
- e. Employees injured on the job will be paid for the balance of the shift in which the accident occurred at their applicable rate.
- f. The Company will contribute annually to assist permanent employees in purchasing safety shoes up to a maximum of:

- i. Effective ratification safety shoes allowance will be **\$125.00** every 6 months up to a maximum of **\$250.00** for the year. Employees will have the ability to carry over any unused portion for the following year.
- ii. Receipts must support purchases of approved safety shoes for the full amount claimed.
- g. Effective at the signature of the Contract, the Company will contribute 100% of the cost of Company approved safety prescription glasses to a maximum of \$165.00 annually if required in order to assist permanent employees in obtaining proper eye protection. Receipts must support purchases of approved prescription eyeglasses for full amount claimed.
- h. The Company will supply one pair of insulated coveralls to regular employees who work in unheated areas. Employees will be responsible for laundry and upkeep.
- i. The Company will adopt the Workers Health and Safety Center as an advisory group.

### **ARTICLE 19: BEREAVEMENT LEAVE**

- a. Any employee who is absent from work solely due to the death and funeral of his or her legal spouse or children, will be compensated for time lost up to a maximum period of five (5) working days at the employee's regular hourly rate of pay.
- b. Any employee who is absent from work solely due to the death and funeral of his or her father, mother, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children or step- grandparents, son-in-law or daughter-in-law will be compensated for time lost up to a maximum period of three (3) working days at the employee's regular hourly rate of pay. It is understood that the bereaved employee will be required to provide reasonable proof of death.
- c. In the case of absence due to the death of an employee's brother-in-law or sister-in-law, aunt or uncle, or grandparent-in-law, the employee will be compensated for time lost for one day at the employee's regular hourly rate of pay will be required to provide reasonable proof of death.
- d. The employee must take the bereavement leave beginning their next scheduled shift after they are informed of the death.
- e. If an employee is on vacation at the time of bereavement, they will be compensated for the lost vacation time, immediately following the bereavement leave.
- f. Bereavement Leave will not be included for the purposes of the Attendance Management Support Program.

### **ARTICLE 20: JURY DUTY**

- a. The Company agrees that employees who are called to jury duty or for jury duty selection shall be compensated for the difference in pay between the fee received from the Crown and their regular hourly rate for as long as they have to attend during their normal working hours. It is understood

that an employee is required to report back to his/her job within one hour of his/her release by the court, if this occurs two or more hours before the end of his/her shift.

- b. Where an employee is working an afternoon or night shift, he/she shall be entitled to be absent for the same number of hours served or required for jury duty selection on the shift immediately next following the day of jury duty or selection.
- c. If the Crown as a witness subpoenas an employee, the same provisions apply as above.

## **ARTICLE 21: PENSION**

- a. Effective October 5, 1999 the Company has established a new Defined Benefit Pension Plan under the following terms:

The Defined Contribution portion of the Pension Plan will be frozen and remain self-funding for expense purposes.

Employees will not be allowed to continue making voluntary contributions to the Plan.

- i. The plan will be for future service after October 5, 1999 and self-supporting for the purposes of plan maintenance expenses.
  - ii. It is mutually understood that the benefit level was established effective October 5, 2000, as \$.267 X number of hours worked on which the required member contributions are made, on the following basis: employer contribution of \$.85 per hour and, effective October 5, 2000, employee contribution of \$.35 per hour.
- b. The current employee contribution of \$.95 will increase by \$.30 in year 1 year and increase by \$.29 in year 2 of the collective agreement.
- c. The Company contribution of \$1.17 will increase by \$.87 in the first year and will decrease in the second year by \$.29.
- d. If the financial targets are attained to satisfy the requirements of the pension benefit act (FSO) than a contribution holiday may be allowed on the current extra contribution % level with mutual consent.
  - i. There shall be no provision for unreduced pension upon early retirement.
- e. Company pension contributions will apply to all hours for which the Company makes payment to each eligible employee.
- f. A Pension Committee will be comprised of four (4) members of the Union, including the Plant Chairperson and designated company representatives. The committee will meet as mutually agreed. The mandate of the committee will be to agree on choice of investments and carrier for the Defined Contribution Plan.
- g. The Company Pension Plan for hourly-rated employees becomes and remains part of the collective agreement and as such, will not be amended unless both parties agree to changes.

- h. The Company will provide the Union with a copy of the Master Pension Plan document for hourly-rated employees.
- i. Each Pension Plan member will be supplied with an annual statement itemizing the following:
  - i. The number of hours per year for which contributions were made.
  - ii. The amount of credited pension in the year.
  - iii. The amount of Employee contributions.
  - iv. The amount of accumulated employee contribution with interest and accumulated credited pension.
- j. Employee pension contributions will be indicated on the weekly pay stubs.
- k. Effective October 5, 1989, the company has instituted an early retirement payment at age 60 for those who have completed 27 years of service, through prepayment of contributions to age 65.
  - i. A pension plan Member who has attained age 60 and has completed 27 years of Continuous Service, may elect to retire from the service of the Company on a Special Early Retirement Date which shall be the first day of any month coincident with or following his completion of such age and service requirements. Upon such Special Early Retirement Date, the Member shall be eligible to receive, in addition to the benefit determined in the pension plan text, a Special Early Retirement Contribution.
  - ii. The Special Early Retirement Contribution is determined as follows:
    - a. \$0.60 per hour which would have been made by the Employer, up to a maximum of 2184 hours per year, from the employee's Special Early Retirement Date to the first day of the calendar month coincident with or next following attainment of age 65, subject to the provisions of the Income Tax Act.
    - b. Effective October 5, 1990, for employees retiring at age 60 with 27 years of service, the Company will continue to provide prescription drug coverage to age 65.
    - c. Effective October 5, 1991, a retired employee who has reached age 65 will be eligible to purchase coverage for prescription drugs for their existing spouse named at retirement date who has not yet reached age 65. This coverage may be purchased through the existing group plan on a 50%/50% cost-sharing basis until the spouse reaches age 65.
    - d. This provision only applies to employees who are vested in the Defined Contribution plan.
- l. The intent of the Hartmann pension plan Reg. #0348391 has and will continue to function to create optimal income security for its members. The company makes contributions to this plan on behalf of workers and that these contributions are comprised of deferred wages as negotiated through collective bargaining. All contributions and investment income are property of the plan for the explicit use of funding or enhancing benefits. It is also the intent that any unfunded liabilities shall be taken from any surplus generated. Investments will be made through joint investment committee.

Should investments fail to satisfy funding requirements, the Company and Union would negotiate terms to fund liabilities through collective bargaining.

- m. Should any portion of this Agreement be in violation of provincial or federal legislation, that portion shall become null and void and the remainder of the Agreement will remain intact.

## **ARTICLE 22: EARLY AND SAFE RETURN TO WORK**

- a. The Company is a proactive employer, committed to the concept that an early and safe return to value added work, following an occupational or non-occupational injury or illness, is an essential component of the rehabilitative process.
- b. Hartmann will make every reasonable effort to provide employees returning to work following any illness or injury, suitable, value added work that is based on clearly defined, time targeted and medically necessary restrictions.
- c. Employees must have medical clearance to return to work from the Attending Physician or a physician arranged by Hartmann Health Services if they don't have an Attending Physician.
- d. The Company agrees that any request for accommodation of employees requiring restrictions will be facilitated by the Early and Safe Return to Work Committee, consisting of Union and Company representatives.
- e. The Company shall provide the Union with a copy of the Employer's Report of Injury or Disease (Form 7), provided the employee signs a release, when submitting same to the Workplace Safety and Insurance Board (WSIB) in order to discuss with the employee any errors or omissions which may exist.
- f. The Company and The Union agree that Health Services, Safety, and The Union will, on request, provide either party, copies of any relevant documentation that is allowed by the WSIB Act, including but not limited to early and safe return to work documentation, and functional abilities information.
- g. Employees with medically necessary restrictions of a permanent nature shall be allowed to exercise their right to displace a junior employee on a posted job and/or individual position with shift to be determined by seniority. The employees must be capable of performing the essential duties of that position in a safe manner at the required productivity levels and on a regular full time basis. The Company reserves the right to request both a functional abilities exam (FAE) and/or an independent medical examination (IME) at any time to confirm initial or ongoing permanent medically necessary restrictions.

### **ARTICLE 23: Non – Posted Bench Employees**

- a. For the purposes of this Collective Agreement, the non-posted Bench Employees are employees who do not hold a classification and who are used to fill in for vacancies on any shifts on an as needed basis due to vacations, sickness, etc., provided that they have the qualifications to perform the required work. If there are no vacancies, they will be posted on the bottom of the schedule in the non- posted Bench position on the shift assigned by the Scheduler. Non – posted Bench employees cannot be bumped.
- b. Non- posted bench employees can be transferred to other shifts as needed.
- c. If there are no vacancies created during the shift or on the shift schedule, then the Shift Supervisor will assign duties for the non-posted Bench employees on each shift. Non–posted Bench employees cannot be bumped.
- d. **Where a job vacancy arises in any classification and the vacancy is not filled pursuant to Article 10, the least senior non-posted Bench employee who is qualified to perform the position, following the applicable training period, will be transferred to the vacant position.**

## ARTICLE 24: DURATION OF AGREEMENT

This article is amended to reflect Duration from and after the first (1st) day of **May 2020** to and including the 30th day of April **2023**, and thereafter from year to year, unless notice of desire to amend or terminate the agreement is given by either party within ninety (90) days prior to the expiry date of this Agreement.

If no agreement is reached by the expiry date and negotiations are continued the Agreement shall remain in force up to the time a subsequent Agreement is reached or until seven (7) days have elapsed after a Conciliation Board has reported to the Minister of Labour, or until fourteen (14) days have elapsed after the Minister has informed the parties that he/she does not deem it advisable to appoint a Conciliation Board, whichever is the earlier, or after any similar period which may be prescribed by the provisions in the Statute in effect at the relevant time.

If notice of desire to amend the Agreement is given by either party, the other party agrees to meet for the purpose of negotiations within fifteen (15) days after the giving of such notice if requested to do so.

Signed at Brantford, Ontario, the 1<sup>st</sup> day of February 2021

For The Company

Karl Broderick

Melissa Cowie Woods

For The Union

Dale Tremblett

Cory Heys

Roger Gotkowski

Dave Maddock

Wayne Campbell

Saul Marques

Don Guest



## LETTER OF INTENT

### RE: THE COMPANY'S POLICY ON THE MATTER OF EMPLOYEES WHO ARE SENTENCED TO A JAIL TERM

This will confirm the Company's policy on the matter of employees who are sentenced to a jail term.

If an employee is charged and subsequently convicted of an offense **relating to the simple possession of a controlled substance or the impaired operation of a motor vehicle that does not result in bodily harm or death** and serves a jail term, he/she will not accumulate seniority for the time lost from work.

However, he/she will be reinstated on the Company rolls, if he/she applies immediately after discharge.

In the case of an **all other** offenses, he/she will only be reinstated upon mutual agreement between the Company and the Union.

DATE: May 1, 2020

HARTMANN CANADA INC.

## LETTER OF INTENT

### RE: LOCKER INSPECTION

It is agreed that approximately every three (3) months the Company, during a regular safety tour accompanied by a Union representative, will inspect all lockers. Reason for inspection is not to invade the employee's privacy but for safety, health, and fire protection.

DATE: May 1, 2020

HARTMANN CANADA INC.

## LETTER OF INTENT

### RE: TRAINING PROGRAM

The Company will give all production employees an opportunity to train in one additional position on their team. Employees will be asked to state their preference for the position in which they wish to train. Senior employees will be given preference for training provided all positions on a team have someone trained as back up. Successful completion of training pursuant to this section shall be used for determining whether an employee is qualified for purposes of Article 13.

DATE: May 1, 2020

HARTMANN CANADA INC.

**LETTER OF INTENT**

**SUBJECT: GENERAL INFORMATION**

**1. OTC Drugs & Doctors' Forms:**

The Company will pay, based on reports received, a maximum of \$2,800 per contract year for the cost of doctors' forms, notes, insurance forms and OTC Drugs (with prescription less dispensing fee) to be administered by the Union.

The Union will furnish a report to the Company twice a year.

DATE: May 1, 2020

HARTMANN CANADA INC.

**2. Speciality Certificates**

The Company will recognize past and future specialty certificates or licenses. These could include welding tickets, pipe fitters license, electronics certificates and Inter-provincial Certificate of qualification as Journeyman Millwrights or any other accredited program as mutually agreed upon with the Union committee. The company will maintain a reward program based on acquisition of additional knowledge (example welding, pipefitting, electronics etc.). (The program will be established prior to the ratification of this collective agreement).

DATE: May 1, 2020

HARTMANN CANADA INC.

**LETTER OF INTENT**

**RE: SEVERANCE**

In the event of a plant closure the company will pay all employees not on layoff 2 weeks' pay at average hourly earnings for each year of service to a maximum of 52 weeks' pay.

DATE: May 1, 2020

HARTMANN CANADA INC.

**LETTER OF INTENT**

**RE: VIDEO CAMERAS**

Renew terms of the mediated settlement of August 14, 2007 regarding the use of Video Cameras in the workplace.

DATE: May 1, 2020

HARTMANN CANADA INC

## LETTER OF INTENT

RE: **JOB APPLICATIONS** while on approved absence, vacation, Short and Long term disability etc.

If you are on any type of approved absence and wish to apply for any jobs that could or will be posted you must complete the relevant form available from your supervisor. After completing the form, sign it and then have it signed by your supervisor. Send the original to the Human Resources Department, but please retain a copy of this form for your records. It is the employee's responsibility to keep up on the job postings that occur in their absence.

DATE: May 1, 2020

HARTMANN CANADA INC.

## LETTER OF INTENT

### Shift Machine Maintenance

Purpose: To create a classification in the Hartmann maintenance department called Shift Machine Maintenance (SMM), and to create the training program, and procedures that will bring those awarded the said classification of SMM to a competently trained and self-sufficient level in which Hartmann and its maintenance department feel confident and comfortable for its use in restricted Shift, Self, Vacation, Overtime, coverage or apprenticeship opportunities and to reduce the use of outside contractors in the maintenance department.

#### Requirement and Qualification Outline

- Post Positions- 4 Shift Machine Maintenance (SMM) specifically one per each shift providing they meet qualifications of SMM first with the other three posted immediately and trained and implemented at 12 week successive intervals wherever possible
- Millwright apprenticeship postings will only be posted after the certified millwright opening has been followed as per Job posting procedure under Article 13.
- All applicants must be certified in 3 of the 4 jobs. The 4 certified jobs consist of WEO, PRESS, PSU, and Maintenance B.

(Anyone who does not hold the above qualification of maintenance B can challenge the test for qualification prior to the initial testing for the SMM candidates)

The applicant must understand and demonstrate a willingness to train on all shifts, work Pit stops, and shut-downs during the SMM qualification period under the direction of Maintenance Management Supervisors, and the Maintenance Millwright Staff.

Qualified candidates for the SMM position must first do a series of qualification tests consisting of a:

Practical test that requires the rebuilding of 2 pieces of common equipment (TBD), and each rebuild will be checked for functionality on completion. (To be specified prior to ratification.)

Any pre-testing requiring a rebuild of any sort does not exclude an applicant from doing it again within 1 year. The ability to complete the task at a professional standard is a condition of qualification and the ability to do so is a necessity regardless of past endeavours.

After the successful candidates complete the testing, the most senior person of the 4 individuals will start the training process to become an SMM/apprentice upon ratification. (A reasonable time is defined as up to a two month window in this case.) The training of the other 3 candidates will only start after the first one has completed the SMM training, and or time will allow for that training to commence. This again may be one at a time until all 4 are completed.

The candidates will begin training on a schedule consisting of 3 weeks on each shift for a total of 12 weeks. During this training period a check sheet and a training log will be maintained showing the competencies / deficiencies of the candidate and hours worked, and a copy will be furnished to the union at the 3 week, 6 week, 9 week, and 12 week mark.

At the end of the 12 week training period another test will be administered to the candidates to determine whether they are qualified to competently and safely as a SMM needs to be defined

The training will consist of a written test with a predetermined passing grade or a practical test or a combination of both. (Example: press timing, or wet end alignment)

#### **After Training and Testing:**

The trained SMM's will return to their permanent positions they hold on the shift schedule, but are now eligible for restricted Shift, self, overtime, and vacation coverage within the maintenance department. (Restricted is defined in this context as they can only do coverage provided there is a qualified millwright on shift to partner with them, and the shift has the required skill set for the extent of the requested vacancy in order to not interfere with production or maintenance planning.) While filling in vacancies on their home shift a SMM will receive the rate of pay that is set out in the CBA If a SMM fills in a vacancy in the maintenance department they shall not be removed from the vacancy to fill in vacancies in production.

After all maintenance overtime protocols have been exhausted the qualified SMM's will be given first right of refusal to fill in for vacancies in the maintenance department When there is a vacancy and all maintenance overtime protocol has been exhausted the SMM on the shift that holds the classification will cover that vacancy. If there is no SMM on the shift the newly created SMM overtime protocol will take effect, Once accepted the SMM must continue to cover the vacancy for the it's duration, or until the contract obligates the company to post the position as a temporary posting. If the vacancy exists for less than 28 working days, all back filling of their job will be done with qualified bench employees or overtime all time spent as a SMM will be considered training toward a possible apprenticeship... SMM shall be considered its own entity as is our maintenance B for it is just a classification and not an official position; all hours worked as an SMM will be kept on record and applied / credited to any future

apprenticeship hours. The union and the employee shall receive a copy of the training matrix and hours served for the SMMs for their files on monthly bases from the maintenance supervisor.

Those candidates who have passed all required testing will hold the SMM classification and will be eligible for restricted Shift, Self, Overtime, and Vacation coverage on a newly created overtime list in the maintenance department. Any applied for coverage, will be subject to approval as per Article 10 of the CBA. Due to operational requirements, Hartmann holds the first rights of reservation of using the SMM to provide all said coverage's.

In the event 1 or more of the selected trainees are leaving a semi-skilled positions of trouble-shooters or printer co coordinators to pursue the SMM classification the company will train back-up(s) for the vacant positions.

In the event there is a single shift maintenance vacancy (unplanned) on shift once the maintenance primary and secondary overtime protocols have been exhausted, the senior SMM on shift will be given the opportunity to cover the vacancy, if production is not affected. If the moving of an SMM on shift affects production, or there is no SMM on shift, the vacancy shall be filled by use of the SMM overtime protocol, if the vacancy cannot be filled by either means the company will have the option to call in an outside contractor.

The SMM qualification does not guarantee an apprenticeship as a Millwright, the qualification only entitles the bearer the right to apply for the next apprenticeship opening. A SMM qualification will be deemed as the only prerequisite from the company for an individual to apply and be enrolled into an apprentice position offered by the company, the individual will then be subject to meet the minimum requirements of the Ministry of Education, Apprenticeship Branch guidelines for official training. Once awarded an apprenticeship the SMM is subject to all language that occurs pertaining to temporary job vacancies in Article 13(E) of the CBA and for all intents and purposes be considered a part of the maintenance department.

It is mutually understood that introducing the SMM's to our cache of options is a long term plan and that Hartmann North America and USW have the right to review or alter this process with mutual consent. The implementation of SMM's is not done with the intension of replacing any regular ticketed millwright or the maintenance department.

The company is committed to the apprenticeship program and this will be used as the minimum method to implement the said apprenticeship program.

DATE: May 1, 2020

HARTMANN CANADA INC

## **LETTER OF INTENT**

### **Non Posted Bench Employees**

All new employees will be hired as a non-posted bench and non-posted bench employee will be paid the following,

- **Effective start date: rate of non – posted bench**

The non - posted bench employee will be eligible for group benefits upon completion of 1080 hours worked in a 12 month period. These non – posted bench employees shall be added to the bottom of the Seniority list by date of hire. If non – posted bench employee receives a permanent job through the posting procedure and or is hired as such they will be immediately classified as a permanent employee with all benefits included as per the Collective Agreement. All references of the bench in this collective agreement will mean non – posted bench.

DATE: May 1, 2020

HARTMANN CANADA INC

## **LETTER OF INTENT**

### **Posted Bench**

The company will agree to a posted bench.

DATE: May 1, 2020

HARTMANN CANADA INC

Notices: Any notices required to be made to one party or the other shall be addressed as follows:

TO THE COMPANY:

Hartmann Canada Inc.  
P.O. Box 1328  
58 Frank St. Brantford, Ontario N3T 5T6  
Attention: Human Resources Department

TO THE UNION:

USW Local 1-500  
1100 Clarence St. S.  
Suite 104, Box 4  
Brantford, ON.,  
N3S-7N8  
Secretary/Treasurer