

**COLLECTIVE AGREEMENT**

**between**

**HAMMOND MANUFACTURING COMPANY LIMITED**

**and**

**THE EMPLOYEES' ASSOCIATION OF THE  
HAMMOND MANUFACTURING COMPANY LIMITED**

**November 27, 2017 to November 26, 2019**

**between**

**Hammond Manufacturing Company Limited  
Guelph, Ontario  
hereinafter called the "Company",**

**and**

**The Employees' Association of the  
Hammond Manufacturing Company Limited  
on behalf of the employees of the said "Company",  
hereinafter called the "Association".**

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hereinafter called the "Company",**

**and**

**The Employees' Association of the  
Hammond Manufacturing Company Limited  
on behalf of the employees of the said "Company",  
hereinafter called the "Association".**

**WITNESSETH THAT the parties agree as follows:**

## **ARTICLE 1 - PURPOSE**

**1.01** The general purpose of this agreement is the furtherance of the mutual interests of both the Company and the Employees of the Plants under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy of operation, the quantity and quality of products, cleanliness of the plants and premises and the protection of the Company's property, and further to provide for the establishment of a relationship between the Company and its employees which will contribute to the maintenance of and promotion of a friendly community spirit. Both parties to this agreement recognize it to be their duty to co-operate fully with each other, both individually and collectively towards the attainment of the said objectives.

### **DEFINITION**

**1.02** The following definitions shall be applied to this agreement.

- (a) "Employee" refers only to those employees who are included in the bargaining unit as defined in Article 2.01, below.
- (b) "Regular employee" means an employee who has successfully completed the probation period provided for in Article 9.01(a) below.
- (c) "Probationary employee" means an employee who has not successfully completed the probation period provided for in Article 9.01(a), below.

**1.03** Whereas the male gender has been used in this text it shall pertain to both male and female gender alike.

## **ARTICLE 2 - RECOGNITION**

**2.01** The Company recognizes the Association as the exclusive bargaining agent for all regular employees of the Company at its facilities located in the following locations:

1. 394 Edinburgh Road North, Guelph
2. 55 Wilbert Street, Guelph
3. Distribution Centre located in the township of Puslinch

Save and except foremen, persons above the rank of foremen, foreman trainee, office, clerical, sales and technical personnel, those engaged in design, research and laboratory work, students employed during the school vacation period, security guards, stationary engineers, persons engaged in

the confidential capacity in matters relating to labour relations and persons regularly employed for not more than twenty-four hours per week. The Company will, if requested, supply the Association with a list of those excluded.

**2.02** It is further understood and agreed that nothing in this agreement shall abridge the right of any individual to discuss with the Management matters pertaining to wages, hours and working conditions.

**2.03** Any requested job evaluation/comparison will be addressed at least 6 months before the end of the Collective Agreement in force at the time.

### **ARTICLE 3 - WAGES JOB LEVELS, RATES AND SCHEDULES**

**3.01** Upon hiring, employees will be classified in the position for which they were hired and paid at least the start rate of the job. Job grades, rates, classifications and rates of progression within job grades are set out in Schedule "A" which forms a part of this Collective Agreement. Journeymen with more than one ticket in the following trades: Electrician, Millwright, Tool and Die, General Machinist, CNC programmer (1 year diploma), will receive an additional job grade higher.

**3.02** When an employee is temporarily transferred to a lower-rated classification at the request of the Company, he shall continue to receive the rate of his former classification.

**3.03** When an employee is temporarily transferred to a higher-rated classification at the request of the Company, he shall receive the top rate of the job, which he is being transferred to.

#### **3.04 JOB RATES ON JOB POSTINGS**

- (i) When an employee is successful on a posting to a higher-rated job, such employee shall receive the present hourly rate of his former job classification or the start rate of his new classification whichever is higher.
- (ii) When an employee is successful on a posting to an equally rated

job, such employee shall receive his current rate of pay.

- (iii) When an employee is successful on a posting to a lower rated job, such employee shall receive the hourly rate of the former classification or the twelve (12) month rate of the new classification whichever is lower.
- (iv) Increases to the new job rate will be in accordance with the time on the job as set out in SCHEDULE "A". However, employees successfully posting into a new position may be placed above the entry level for the new position at the discretion of the Company. The company agrees to exercise its discretion reasonably.
- (v) Increases will continue to be accelerated if the Company determines performance warrants it.

## **ARTICLE 4 - DUES**

**4.01** The Company shall deduct from the wages of each employee on active payroll, other than a classification not covered by the Agreement as outlined in Article 2, upon completion of their probation period, the amount equal to the regular weekly Association Dues and remit all such collections to the Association. The Company will endeavour to remit such collections to the Association Financial Treasurer by the 10th of the following month.

## **ARTICLE 5 - HOURS OF WORK**

### **5.01**

- (i) The normal work week for the day shift production personnel shall consist of 8 hours per day, 5 days per week, Monday through Friday. The normal work week for afternoon shift production personnel shall consist of 10 hours per day, 4 days per week, Monday through Thursday.
- (ii) The normal starting and stopping times for day shift production personnel shall be: 7:45 a.m. to 4:15 p.m. with half hour for lunch. The normal starting and stopping times for afternoon shift production personnel shall be: 4:20 p.m. to 2:20 a.m. with 25 minute paid lunch break. The normal starting and stopping times for a three shift (24 hour) continuous operation for production

personnel shall be 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., with one twenty (20) minute paid lunch period.

- (iii) The normal work week shall consist of 40 hours per week and the normal work day shall consist of eight (8) hours (excluding the lunch period), five (5) days per week from Monday through Friday. When the Company intends to change the normal (40) forty hour work week, or introduce new shifts which could interrupt one on one shift arrangements it shall seek and consider the input of the Association prior to any such change.
- (iv) Notwithstanding the foregoing, the work of certain classifications such as cleaners, maintenance, etc., which by necessity, must be done outside normal hours. The Company, therefore, shall schedule the hours of work for such persons consistent with plant operations.
- (v) It is expressly understood, however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee as to the hours of work per day nor as to the days of work per week nor as a guarantee of working schedules.

**5.02** Overtime at the rate of one and one-half times the regular hourly rate shall be paid for all authorized time worked in excess of eight hours in any one day, or 40 hours in any week; except in the case of authorized work performed after 4:15 pm. on a Saturday and any work performed on a Sunday, when double time will be paid. Those employees who work in excess of eight (8) hours in any one day, at their request, to make up time lost as a result of early quits or late starting will be paid at straight time and not held against an employee's record if pre-approved by management. Employees shall have until the end of the following pay period in order to make up any lost time.

**5.03** The Company agrees that overtime worked will be on a voluntary basis. However, if circumstances warrant, or if it is considered advisable by the Company to work overtime, it is understood and agreed that all employees will co-operate. It is agreed for the purposes of the Employment Standards Act 2000, that employees may work hours in excess of 8 in a

day and 48 in a week. No employee shall work more than 13 hours in a day and no employee shall work more than 60 hours in a week except in the case of an emergency.

**5.04** The Company agrees that where feasible, it will distribute available overtime work amongst the employees who are qualified and normally perform such work. If an employee is offered overtime, it will count as an opportunity regardless if the member works or not. An employee who demonstrates improper distribution of overtime under this section will be given the next overtime work for which he is qualified.

**5.05** An off-shift premium of 60 cents per hour will be paid for all shift work performed on any regular shift commencing after 12:15 p.m. and 70 cents per hour after 9:20 p.m.

**5.06 CALL IN PAY.** An employee who has left the Company premises and who is called in to work outside of his regular scheduled hours shall be paid at the rate of time and one-half his regular rate for all work performed with a minimum of four (4) hours pay at his regular straight time hourly rate, except to the extent that this four (4) hour period overlaps and extends into his regular shift, in which case, the employee shall receive the greater of 4 hours or time and one-half to the regular starting time of the shift and from that time will be paid regular pay during the regular hours.

## **ARTICLE 6 - VACATIONS**

**6.01** Vacations with pay shall be granted to all employees on the following basis:

<b>Service as of June 30th</b>	<b>Time</b>	<b>Amount of Vacation Pay</b>
Under 1 year	1 week	4% of total pay
Over 1 year	2 weeks	4% of total pay
Over 5 years	3 weeks	6% of total pay
Over 10 years	4 weeks	8% of total pay
Over 20 years	5 weeks	10% of total pay
Over 28 years	6 weeks	12% of total pay

**6.02** "Total Pay" for calculation of vacation pay shall include only wages paid for work performed, Weekly Indemnity insurance paid, WSIB paid, and previous Vacation Pay paid, excepting those employees who terminate



their employment.

On termination, these persons will be paid Vacation Pay based on their regular % of earnings, except that the "earnings" will not include previous Vacation Pay paid. Retirement on Pension or Death is not considered as termination.

### **6.03**

- (i) The vacation year is from July 1st up to and including June 30th of the following year. The employee's vacation is based on service with the Company as of June 30th for the vacation year.
- (ii) Vacation pay calculations are made weekly and the accrued amounts will be available when requested. The exceptions are Weekly Indemnity insurance paid and WSIB paid which will be based on the 12 month period from 1st May to 30th April and added to their vacation accrual the 3<sup>rd</sup> week of July. Previous Vacation Pay paid will be calculated when Vacation Pay is withdrawn.
- (iii) Employees who wish to receive their vacation pay on the following pay week will submit the provided form to the company no later than the preceding Friday at noon. Employees may request as much as accrued but not less than \$150 per pay. Unless the employee notifies the company, vacation pay will be held until the employee requests it.

**6.04** Employees completing their anniversary dates of employment with the Company between 1st July and 31st of December shall have their vacation entitlements and vacation pay adjusted to coincide with Article 6.01 above.

**6.05** The Company will, wherever practicable, grant a continuous vacation period to those employees who are entitled to more than two weeks, providing the requests for same are received by the management before 1st March: and further providing that the numbers being granted same will not interfere with the Company maintaining production schedules and/or meeting delivery commitments. The Company will reply by 1st April if the employee request is in by 1st March. Vacation entitlements cannot accumulate from year to year. June 30th is the deadline date for taking the previous year's vacation. The Company will hand out Vacation Request forms by February 1.

**6.06** A vacation bonus of \$35.00 for each week of entitlement will be paid to those who are entitled to two (2) weeks or more of vacation.

2 Weeks Vacation	\$70.00 bonus
3 Weeks Vacation	\$105.00 bonus
4 Weeks Vacation	\$140.00 bonus
5 Weeks Vacation	\$175.00 bonus
6 Weeks Vacation	\$210.00 bonus

Such vacation bonus shall be payable during the month of July.

**Note:** Vacation Bonus is not payable on termination of employment. However, vacation bonus shall be paid on a pro-rate basis to employees who are retiring.

**6.07** Employees completing their anniversary dates of employment with the Company between 1st of July and 31st of December shall have their vacation bonus adjusted to coincide with Article 6.06 above.

## **ARTICLE 7 - BULLETIN BOARD**

**7.01** The Association Executive shall have the right to post notices on its bulletin board of matters pertaining to the Association and/or Company at its discretion.

**7.02** The Employees shall have the right to post notices on the board supplied for such purposes in the plant, provided such notices have first been approved by officials designated by the Company.

## **ARTICLE 8 - RELATIONSHIP**

**8.01** The Company and the Association agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Association or because of his activity or lack of activity in the Association. The Association further agrees that there will be no Association activities during Company time or on the premises of the Company except as specifically permitted by this agreement or by the Company.

**8.02** Employees shall have access to their personnel file at reasonable times including regular working hours. Appointments to review their file shall be made at the Personnel Office.

**8.03** Association and Management Committee meetings shall be held once a month at a mutually agreed upon time for the purpose of discussing all matters of mutual concern, or at such alternate time and date as mutually agreed upon by both parties. The Company will compensate employees attending such meetings at their regular rate of pay. Compensation for Association and Management committee meetings will be allowed for time spent outside the employee's regular working hours.

## **ARTICLE 9 - SENIORITY**

**9.01** (a) An employee will be considered on probation and will not be subject to seniority provisions of this Agreement, nor shall his name be placed on the seniority list until after the completion of one hundred-eighty (180) calendar days with the Company without a layoff or termination. Upon successful completion of such probationary period, the employee's name shall be credited with 180 days of seniority. The dismissal of a probationary employee shall not be capable of being a difference between the Parties and cannot, therefore, be the subject matter of a grievance or referred to arbitration.

**9.01** (b) Employees may be hired for a specific term not to exceed six (6) months for the following reasons:

- i) To replace an employee who is on an approved leave of absence, absence due to WSIB disability, sick leave, pregnancy / parental leave of absence, or long term disability
- ii) To cover vacation periods
- iii) To perform a special non-recurring task

This term may be extended for a further six (6) months on mutual agreement of the Association and the Company.

The Company will outline to the employees selected to fill such temporary vacancies and the Association, the circumstances giving rise to the

vacancy and the special conditions relating to such employment.

Apart from the reasons outlined above, the Company agrees that it will not hire temporary employees within the scope of the Association Bargaining Unit. For purposes of clarity it is understood that nothing in the foregoing prevents the Company from hiring individuals who are excluded from the Association Bargaining Unit as defined in Article 2 - Recognition.

It is agreed that notwithstanding any provision of the Collective Agreement that temporary employees as defined above shall not be covered by any of the terms and conditions of the Collective Agreement.

**9.02** Seniority lists shall be established for the following plants:

### **ENCLOSURE FACILITY / DISTRIBUTION CENTRE**

Seniority lists shall be established by:

1. Department
2. Facility
3. The facility located in the City of Guelph including the Distribution Centre located in the Township of Puslinch. The Company agrees to provide the Association with the seniority lists every three months or upon request if circumstances require.

### **TRANSFERS**

**9.03** Effective November 27, 2001, an employee who may be transferred outside the scope of this agreement, and is subsequently transferred back to a position covered by this agreement, shall retain his seniority previously acquired. He shall have added thereto the length of time served outside this agreement provided his transfer back to a position covered by this agreement is within 2 calendar years from the date of transfer outside the agreement. The employee may transfer back to a position covered by this agreement by the job posting procedure when the Company is filling the position from the street.

**9.03 (a)** Temporary transfers shall not exceed forty-five (45) days worked. These periods may be extended if both parties indicate their acceptance. The Company shall provide the Association with written notice of transfers which are ten (10) days or greater. Transfers, which are not temporary, shall be made in accordance with article 9.04 (a).

## JOB POSTING

### 9.04 (a)

- (i) When a vacancy occurs or a new position is created not listed in Schedule A it shall be posted for three (3) full working days, seventy-two (72) hours, to give employees an opportunity during those days to apply to fill the position.
- (ii) The job posting will include the basic duties and qualifications, and the job grade and rate of pay.
- (iii) An employee who wishes to apply for any posting shall make an application to the Company on the form provided for that purpose.
- (iv) In all cases of application for a job posting, the following factors shall be considered by the Company:
  - 1. Skill and ability to do the work, qualifications, prior work experience and efficiency.
  - 2. City wide seniority
  - 3. Selection criteria will be displayed on job posting

Where the factors in (1) between candidates are relatively equal in the judgement of the Company, which shall not be unreasonably exercised, factor (2) shall govern, providing the employees have the necessary qualifications to perform the work in question.

- (v) When an employee has been selected for a job, such an employee shall be ineligible for any further consideration for a period of six (6) months from the date they accepted the position. Employees selected for a job shall be announced on the notice board and a copy sent to the Association within one week of the selection.
- (vi) The Company will allow those employees who are fully qualified and have shown interest, out of the lock-in period providing there are no other qualified applicants for the posting. In determining an employee's qualifications the Company will take into consideration their skill, ability, prior work experience and efficiency to perform the normal work requirements of the job.
- (vii) New hires are ineligible to apply for transfer for six (6) months.
- (viii) When an employee has been selected for a job, which was posted

and has not been placed in that job within fourteen (14) calendar days of being notified, he will be given the appropriate rate for the new position and a change in job classification.

- (ix) When a posting has not been filled within fifteen (15) calendar days by a full time employee, the job shall be reposted one time before offering it as an open job or hiring from the street.
- (x) An employee who suffers from an illness, a non-occupational injury or an injury sustained at work or who becomes affected by an occupational disease during the course of his employment and is unable to perform his job as a result thereof, will be given preference on a one time basis for a posting for which in the Company's opinion the employee is qualified to perform, which shall not be unreasonably exercised

## **LAYOFFS AND RECALLS**

### **9.04 (b)**

All cases of layoff shall be by Department seniority by Job Title providing the remaining employees have the skill, ability, prior work experience and efficiency to perform the available work within one (1) work shift.

### **9.04 (c)**

Notwithstanding the foregoing - Preferential seniority treatment in accordance with the following will be granted to the persons holding the following Association Executive positions ("Association Executive position") to protect them against layoff from their facility:

- President
- Vice-President/Financial Treasurer
- Recording Secretary
- Chief Stewards

Where a holder of an Association Executive position is selected for lay off, or occupies a position into which a more senior employee seeks to bump, and there is no other position in their facility, occupied by an employee with less seniority than the Association Executive position holder, which the Association Executive position holder has the skill, ability, prior work experience and efficiency to perform in accordance with Article 9.05 (a) (i) to (v), the Association Executive position holder shall be passed over for layoff.

**9.04 (d)**

The Company shall give the Association President and Chief Stewards written notice by the day prior to such layoffs and recall.

**9.04 (e)**

Employees exercising their seniority preference shall have the assistance of an Executive Member.

**9.05 (a)**

- (i) It is understood and agreed that employees exercising their seniority preference will be allowed to view up to three (3) jobs. If the employee does not possess the skill and ability, prior work experience and efficiency to meet the normal requirements of the job in the time allotted, they will be allowed to look beyond the first three (3) jobs viewed. Upon completion of the viewing process the employee will have two (2) days to select the one (1) job to which they exercise their seniority.

Employees having more than one hundred-eighty (180) calendar days seniority, and less than one (1) year shall be entitled to exercise Departmental and/or Group Seniority preference providing they have the skill, ability, prior work experience and efficiency to meet the normal requirements of the job title within three (3) work shifts.

Employees having more than one (1) year's seniority shall be entitled to exercise Departmental and/or Group Seniority preference providing they have the skill, ability, prior work experience and efficiency to meet the normal requirements of the job title within three (3) work shifts.

Employees having more than fifteen (15) years seniority shall be entitled to exercise Departmental and/or Group Seniority preference providing they have the skill, ability, prior work experience and efficiency to meet the normal requirements of the job title within five (5) work shifts.

- (ii) In the event there are no such jobs available for the laid off or displaced employee with more than one (1) year's seniority, under (i) above, a block of the least senior jobs on the Group Seniority list shall be formed containing the greater of thirty-five (35) such jobs or two (2) times the number of such employees so affected.

In the event there are no such jobs available for the laid off or displaced employee with more than three (3) year's seniority, under (i) above, a block of the least senior jobs on the Group Seniority list shall be formed containing the greater forty (40) such jobs or two (2) times the number of such employees so affected.

In the event there are no such jobs available for the laid off or displaced employee with more than ten (10) year's seniority, under (i) above, a block of the least senior jobs on the Group Seniority list shall be formed containing the greater of forty-five (45) such jobs or two (2) times the number of such employees so affected.

In the event there are no such jobs available for the laid off or displaced employee with more than fifteen (15) year's seniority, under (i) above, a block of the least senior jobs on the Group Seniority list shall be formed containing the greater of forty-five (45) such jobs or three (3) times the number of such employees so affected.

- iii) On the basis of seniority, the laid off employee(s) shall be transferred, if he chooses, to a job in such a block which he is capable of performing within fifteen (15) working days, meeting the normal requirements of the job title in terms of quality and quantity. The decision to permit or deny such transfer will be based on the employee's skill, ability, prior work experience and efficiency.
- (iv) Employees having more than three (3) year's seniority will further be entitled to exercise their seniority preference to a job in such block which he is capable of performing within twenty (20) working days, meeting the normal requirements of the job title in terms of quality and quantity. The decision to permit or deny such transfer will be based on the employee's skill, ability, prior work experience and efficiency.

Employees having more than ten (10) years seniority will further be entitled to exercise their seniority preference to a job in such block which he is capable of performing within twenty-five (25) working days, meeting the normal requirements of the job title in terms of quality and quantity.

Employees having more than fifteen (15) year's seniority will further be entitled to exercise their seniority preference to a job in such block which he is capable of performing within thirty (30) working days,



meeting the normal requirements of the job title in terms of quality and quantity. The decision to permit or deny such transfer will be based on the employee's skill, ability, prior work experience and efficiency.

- (v) If there is no such job available, the employee shall be laid off and await recall.

#### **9.05 (c)**

It is understood and agreed that the Company may not curtail the training period in 9.05 (a) (iii) and (iv) without just cause. In the event the employee is not able to satisfactorily perform the job within the required time allotted, he shall have the option to be laid off and await recall or be placed in any position being held by a temporary employee.

#### **9.05 (d)**

- (i) All cases of recall shall be as follows:
- seniority by job title for all internal employees
  - if one of the external laid off employees hold the job title, then these employees are considered in order of seniority providing the employee(s) has the skill, ability, prior work experience and efficiency to perform the work of the job title which is open, within five (5) work shifts
  - the position will be posted as per the Job Posting article for all full time internal employees
  - return to external laid off employees to consider in order of seniority providing the employee(s) has the skill, ability, prior work experience and efficiency to perform the work of the job title which is open, within five (5) work shifts
  - failing the above, individuals may be hired from the street
- (ii) An employee shall retain recall to his original departmental job title. Should an employee be offered recall to their original job title, other than his own department, and refuses such recall, he shall only retain recall to his original job title.
- (iii) Should an employee be offered recall to a job other than his original job title, and such job is three (3) job grades or lower than his original job title, and refuses or accepts such recall, he shall only retain recall rights to his original job title, or any job equal to or two (2) job grades lower than his original job title. Further should an employee be offered recall to a job other than his original job title equal to or two

(2) job grades lower than his original job title, and refuses or accepts such recall, he shall then only retain recall rights to his original job title.

- (iv) The employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the employer advised at all times of his current address.
- (v) The Company will supply the Association with an updated recall list upon request by the Association.

## **BUMPING PROCEDURE**

This chart is not designed to replace the language in the Collective Agreement, but rather to assist in the understanding of the process.

<b>Seniority</b>		<b>Group Wide</b>
more than <u>180</u> calendar days and less than 1 year	Less senior jobs	3 days
more than 1 year	Less senior jobs Size of block Days in block	3 days 35 or 2 x employees originally laid off 15 days
more than 3 years	Less senior jobs Size of block Days in block	3 days 40 or 2 x employees originally laid off 20 days
more than 10 years	Less senior jobs Size of block Days in block	3 days 45 or 2 x employees originally laid off 25 days
more than 15 years	Less senior jobs Size of block Days in block	5 days 45 or 3 x employees originally laid off 30 days

### **RECALL**

More than 20 years seniority - 48 months recall from date of move  
 More than 10 years seniority - 36 months recall from date of move  
 More than 2 years seniority - 24 months recall from date of move  
 Less than 2 years seniority - Length of service from date of move

*This applies to internal bumping or laid off to the street.*

## TERMINATION OF EMPLOYMENT

**9.06** An employee shall lose his seniority standing and his name shall be removed from all seniority lists and he shall be deemed to have been terminated:

- (a) If an employee quits.
- (b) If the employee is discharged and such decision is not reversed through grievance procedure, including arbitration.
- (c) If the employee is absent for more than three consecutive working days without notifying the Company, unless a satisfactory reason for not notifying the Company is provided.
- (d) If the employee fails to return to work from layoff within five (5) working days after notification to do so, unless he furnishes satisfactory reasons for such failure to the Company.
- (e) If an employee with seniority is laid off and not called back to work for a consecutive period exceeding his length of service at the time of layoff or twenty-four (24) consecutive months, whichever is less. Employees with 10 or more years of service who are laid off to the street will maintain recall right for 36 months from date of layoff to the street. Employees with 20 or more years of service who are laid off to the street will maintain recall rights for 48 months from date of layoff to the street. It is understood that any seniority accumulated after 24 months of such layoff will be solely for the purpose of layoff and recall rights only.

**9.07** Serious illness for an extended period of time will not result in loss of seniority:

- (a) For employees with less than one (1) year of seniority, it will accumulate for a period equal to their length of service prior to illness; and thereafter, it will be maintained.
- (b) For employees with more than one (1) year of seniority, it will accumulate for a period of one (1) year; and thereafter, it will be maintained.
- (c) For employees with more than ten (10) years of seniority, it will accumulate for a period of two (2) years; and thereafter, it will be maintained.

It is understood, however, that on returning to work the employee concerned must possess the necessary skill, ability, efficiency and willingness to perform the work to be done.

## **PREGNANCY AND PARENTAL LEAVE**

**9.09** Pregnancy and Parental Leave will be as set out in the Ontario Employment Standards Act.

## **ARTICLE 10 - REPRESENTATION**

**10.01** The Association may elect or select one steward for each Department from amongst the employees in that Department, who have completed their probationary period, for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement. Two (2) additional stewards who work steady nights, and has completed the probationary period, may be elected or selected to represent the night shift personnel (one (1) at Wilbert Street and one (1) Edinburgh Road).

**10.02** The Company recognizes the right of the Association to appoint or otherwise select a Grievance Committee of three employees who have completed their probationary period.

**10.03** The Association shall keep the Company notified in writing of the names of the stewards and members of the Grievance Committee and the effective date of their appointment.

**10.04** It is agreed that stewards and members of the Grievance Committee shall continue to perform their regular work. However, in accordance with this understanding, should they be required to assist an employee in presenting a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor, which permission shall not be unreasonably withheld. It is also understood that a steward or member of the Grievance Committee shall not enter another area without first obtaining the permission of the supervisor of such area, which permission shall not be unreasonably withheld, and notifying him of the personnel involved. Prior to returning to his work, a steward or member of the Grievance Committee will report to his immediate supervisor. In accordance with this understanding, the Company will compensate such employees for time spent in dealing with the employee's grievances at their regular rate of pay. Where the company requires a member of the

Grievance Committee to represent an employee at meeting outside of the Committee member's regular working hours, the Company will pay the Committee member his or her regular hourly rate for time spent at the meeting. Otherwise, compensation will not be allowed for time spent outside of the employee's regular work hours.

## **ARTICLE 11 - GRIEVANCE AND ARBITRATION**

**11.00** For the purposes of this Collective Agreement, a grievance is defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

**11.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his supervisor an opportunity to adjust the complaint. If an employee has a complaint, he shall discuss it with his supervisor within three (3) working days after the circumstances giving rise to the complaint have occurred or have or ought to have reasonably come to the attention of the employee: failing settlement within one (1) working day thereafter, it shall then be taken up as a grievance within three (3) working days following advice of the supervisor's decision; in the following manner and sequence:

STEP NO. 1 The employee, with a steward or executive member, may present his grievance to his supervisor. The grievance shall be in writing on a grievance form approved by the Company and the Association and shall include the remedy sought and shall be sufficiently specific to identify the alleged violation of the Agreement; failing settlement the supervisor shall deliver his decision with an explanation in writing within three (3) working days following the presentation of the grievance to him. Failing settlement:

STEP NO. 2 Within three (3) working days after the decision in Step No. 1 is given, the employee, with a steward and/or an executive member, may submit the grievance in writing to the Operations Manager or his designate. A meeting will be held with the Operations Manager or his designate and Chief Steward, recording secretary or designate and employee to discuss the grievance. Within three (3) working days after this meeting, the Operations Manager or designate shall deliver his decision with an explanation in writing following the presentation of the grievance to him.

**STEP NO. 3** Within three (3) working days after the decision in Step No. 2 is given, the grievor, who shall have the assistance of the Grievance Committee, may submit the grievance in writing to Human Resources. A meeting will then be held within five (5) working days between Human Resources, and the Grievance Committee (which the Company may restrict to not more than two (2) members at the meeting) and the President or his designate, or the Association shall be present at the request of either the Company or the Association. Within seven (7) working days after this meeting, Human Resources shall deliver their decision with an explanation in writing following the presentation of the grievance. It is understood that the Group President or his designate, and the Grievance Committee of the Association may have such council and assistance as they may desire at any such meeting.

When an employee has been terminated, a meeting will then be held within five (5) working days between Human Resources, the Grievance Committee (which the Company may restrict to not more than three (3) executive members at the meeting) and President or his designate

**11.02** All decisions arrived at between the Company and the Association shall be final and binding upon the Company, and the Association and the employee or employees concerned.

**11.03** Failing settlement under the foregoing procedure or any grievance between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within one (1) month after the decision under Step No. 3 is given, the grievance shall be deemed to have been settled.

**11.04** Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

**11.05 (a)**

It is agreed that a grievance arising directly between the Company and the Association shall be originated under Step No. 2 and the time limits set out with respect to that step shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.

**11.05** (b) Where a number of employees have the same grievance and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee at Step No. 1 of the grievance procedure within three (3) days following the occurrence or origination of the circumstances giving rise to the grievance. The grievance shall then be treated as having been initiated at Step No. 1 of the grievance procedure and the applicable provisions of this agreement shall then apply.

**11.06** No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Company under the Grievance Procedure except in matters of clerical errors affecting an employee's pay.

**11.07** It is agreed that if there is a period of twelve (12) months since the last disciplinary notice, the previous disciplinary notice shall be removed from the employee's personnel file.

However, if an employee is a danger to himself or others, this does not apply. It is agreed that should there not be a twelve (12) month period between disciplinary notices, then all such notices shall remain in the employee's personnel file.

It is also agreed that any continuous absence of one (1) month or more to a maximum of six (6) months will not count as part of the twelve (12) month period.

## **ARBITRATION**

**11.08 (a)** When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within five (5) days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated, shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of five (5) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairman.

**11.08 (b)** Notwithstanding the foregoing procedure for the creation of a Board of Arbitration, it is understood that the parties may in any case, agree in writing to have a matter heard before a Sole Arbitrator and the foregoing process shall apply with necessary modifications.

**11.09** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**11.10** No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.

**11.11** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

**11.12** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

**11.13** Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will share equally the expenses, if any, of the chairman of the Arbitration Board.

**11.14** The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement in writing.

## **ARTICLE 12 - DISCHARGE OR SUSPENSION**

**12.01** A grievance by an employee who has been suspended shall be filed, in writing, at Step 2 of the grievance procedure within three (3) working days after the employee has served the suspension.

**12.02** A grievance by an employee who has been discharged shall be filed, in writing, at Step 3 of the grievance procedure within three (3) working days after the employee ceased to work for the Company.

**12.03** Prior to suspension, the Company shall notify the executive members of the pending suspension and shall provide written reasons for such suspension to the employee with a steward or executive member of the Association, unless such employee refuses representation. The suspension shall be confirmed in writing to the employee and the



Association. Where requested, the employee shall have the right to a meeting with an Association officer of his choice for up to fifteen (15) minutes before leaving the plant at a place designated by the Company. If an employee is a danger to himself or others, this does not apply.

**12.03** (a) Prior to discharge, the Company shall notify the executive members of pending discharge and shall provide written reasons for such discharge to the employee with an executive member of the Association, unless such employee refuses representation. The discharge shall be confirmed in writing to the employee and the Association. Where requested, the employee shall have the right to a meeting with an Association officer of his choice for up to fifteen (15) minutes before leaving the plant at a place designated by the Company. If an employee is a danger to himself or others, this does not apply.

## **ARTICLE 13 - SAFETY AND HEALTH**

**13.01** The Company shall make reasonable provisions for the safety and health of its employees during working hours. It shall be the duty of all employees to make use of all protective equipment available. Plant rules and plant safety rules are posted throughout the plant.

**13.02** As all employees are required to wear safety shoes, the Company will subsidize the purchase of a maximum of one (1) pair of safety shoes per regular employee per year. The subsidy will be \$180.00 per pair maximum. The subsidy for anti-static ("SD") rated safety shoes for painters will be \$190.00 per pair maximum. Effective November 27, 2018, the subsidy will be \$190.00 per pair maximum and the subsidy for anti-static ("SD") rated safety shoes for painters will be \$190.00 per pair maximum. Effective November 27, 2019, the subsidy will be \$200.00 per pair maximum.

**13.03** The Company agrees to arrange for regular employees to obtain prescription safety glasses providing:

- (i) They work in an Eye Protection Area and are required to wear safety glasses all the time on their job.
- (ii) They purchase safety glasses having the vendor complete the approved form provided by the Company. In accordance with these provisions, the Company will pay 100% to a maximum of \$185.00 of the cost of the prescription glasses (lenses and frames) and \$205.00 for Bifocals and

\$225.00 for Trifocals. Effective November 27, 2018, the Company will pay 100% to a maximum of \$195.00 of the cost of the prescription glasses (lenses and frames) and \$215.00 for Bifocals and \$235.00 for Trifocals. Effective November 27, 2019, the Company will pay 100% to a maximum of \$205.00 of the cost of the prescription glasses (lenses and frames) and \$225.00 for Bifocals and \$245.00 for Trifocals

- (iii) This subsidy would apply once in every two (2) years; except that replacement prescription safety lenses will be subsidized to 100% to a maximum of one (1) year as required if damaged or scratched.

**13.04** Once an employee submits a letter of resignation to the Company they will no longer be eligible for reimbursement of safety shoes or safety glasses submitted after that date.

## **ARTICLE 14 - NO STRIKE, NO LOCK-OUT**

**14.01** The Association agrees that during the term of this Agreement, there will be no strikes, shutdowns, stoppages of work or any acts of any nature, which would tend to interfere with production. The Company agrees that there will be no lockout during the term of this Agreement.

Any employee contravening this section shall be subject to dismissal.

## **ARTICLE 15 - RESERVATION OF MANAGEMENT RIGHTS**

The Association acknowledges that it is the exclusive function of the Company to:

**15.01** Maintain order, discipline and efficiency.

**15.02** Hire, discharge, classify, direct, transfer, promote, lay off and demote, subject to the provisions of this Agreement. Suspend, discharge or otherwise discipline regular employees for just cause. Suspend, discharge or otherwise discipline probationary employees in its sole and unfettered discretion. It is further agreed that the suspension, discharge or other disciplining of a probationary employee is not, and is not capable of being, a difference between the Parties and cannot, therefore, be the subject matter of a grievance or referred to arbitration.

**15.03** Generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to

determine the products to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of equipment to be used, processes of manufacturing, the formulation of its products, to determine and establish standards of performance for all equipment and operation, and the extension, limitation, curtailment or cessation operations.

**15.04** The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE 16 - PAID HOLIDAYS**

**16.01** Subject to the provisions hereunder, the Company agrees to grant the following Paid Holidays to all employees (who have completed their probationary period): New Year's Day, Heritage Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, half day before Christmas Day, Christmas Day, Boxing Day, half day before New Year's Day and 2 Floaters to be used at the Christmas/New Year's period on a Mutually Agreed Upon Time.

Heritage Day to become a one-day floater chosen by the employee and subject to approval by the Company. This floater will be administered in the same way as vacation requests.

The Company agrees to pay each employee, who does not use their Heritage Day by the end of the entitlement period, their regular rate of pay for the day.

The company agrees to ensure that an employee who is being laid off to the street will receive their Heritage Day entitlement.

It is further understood however:

**16.02** When one of the above listed holidays falls on a Saturday, the preceding Friday will be observed as a holiday; and when it falls on a Sunday, the following Monday will be observed as a holiday and all eligible employees will be paid for the number of hours which they would normally have worked, had there been no holiday. Payments will be made at the regular hourly rate of the employee concerned.

It is agreed that the full time night shift employees will be paid 10 hours for each full Paid Holiday and 5 hours for each half Paid Holiday that occurs during their night shift schedule of work.

**16.03** To be eligible for Paid Holiday pay, an employee must work his regular shift on the day immediately preceding and his regular shift on the day immediately following the day on which the Paid Holiday is observed. If an employee is absent for either or both of the qualifying days, he or she will be entitled to holiday pay if the absence(s) are substantiated, in accordance with documentation stipulation in the Attendance Policy.

**16.04** Any employee who has been absent from work for a period of not more than three (3) working days prior to the day on which the Paid Holiday is observed, by reason of illness for which the Company may request certification, authorized leave of absence, or layoff, shall not be disqualified for Paid Holiday pay because of his failure to comply with the requirements of 16.03 above.

**16.05** Authorized work performed by an employee on any Paid Holiday for which he qualified for Paid Holiday pay under 16.01, 16.02, 16.03 and 16.04, will be paid for at the rate of one and one-half times his regular rate of pay.

## **ARTICLE 17 - BEREAVEMENT, JURY DUTY AND CROWN WITNESS PAY**

### **17.01**

- (i) In the event of a death in the immediate family of an employee covered by this Agreement, the Company agrees to grant five (5) working days off at the time of the funeral and make up the employee's regular pay. Immediate family shall mean Father, Mother, Spouse, Common-law Spouse and Child.
- (ii) In the event of a death of an employee's Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Step Mother, Step Father, Step Child, or Grandchild, the Company agrees to grant three (3) working days off at the time of the funeral and make up the employee's regular pay.

**17.02** In the event of a death of an employee's Grandmother, Grandfather, Brother-in-law, Sister-in-law, Step Sister, Step Brother the Company agrees to grant time off with pay on the above mentioned basis for one (1) working day. The employee is responsible for notifying his supervisor in advance and telling him the location of the funeral.

**17.03** In the event that an employee is prevented from working his regular shift or shifts due to being called for and reporting for jury duty, or as a crown witness, the Company agrees to make up the difference in pay between the amount received for jury or crown witness duty and the amount the employee would have earned for working his regular shift or shifts. As a subpoenaed witness for the Crown, the Company will make up the difference.

**17.04** In order to qualify for such compensation, the employee shall give forty-eight (48) hours prior notice to the Company of such jury or crown witness duty call and present proper evidence from the appropriate public official showing the day and time served and the amount of fee received.

## **ARTICLE 18 - GROUP INSURANCES**

18.01 It is agreed that during the term of this agreement the Company's only obligation in respect of benefits is to contribute 100% of the billed premiums towards the coverage of:

A) For eligible regular full time employees who have completed their probationary period and are under the age of sixty-five (65) years, under the following benefit plans:

- (i) Ontario Employer Health Tax
- (ii) Semi-Private Hospital Care, if not doctor requested, Company to pay 75% and employee to pay 25%.
- (iii) Extended Health Benefit Plan, which will include a \$1.00 credit card "AG" Drug Plan.
- (iv) Group Life Insurance of \$42,000.00. Effective November 27, 2018, Group Life Insurance of \$43,000.00. Effective November 27, 2019, Group Life Insurance of \$44,000.00.
- (v) Accidental Death and Dismemberment Benefit of \$42,000. Effective November 27, 2018, Accidental Death and Dismemberment Benefit of \$43,000.00. Effective November 27, 2019, Accidental Death and Dismemberment Benefit of \$44,000.00.

- (vi) Vision Care of \$350.00 every 24 months effective November 27, 2017  
Vision Care of \$370.00 every 24 months effective November 27, 2018  
Vision Care of \$390.00 every 24 months effective November 27, 2019
- (vii) Weekly Indemnity up to 26 weeks at 60%.
- (viii) Preventative Dental Care Plan, which will change from the 2017 Ontario Dental Association Schedule of Fees to the 2018 Ontario Dental Association Schedule of Fees effective January 1, 2018. Effective January 1, 2019, change to the 2019 Ontario Dental Association Schedule of Fees. Effective January 1, 2020, change to the 2020 Ontario Dental Association Schedule of Fees.  
  
Major Restorative Procedures: Dentures, Partial Plates, Crowns and Caps - on a 50/50 co-insurance basis within the existing \$2,000.00 annual maximum.  
  
Orthodontic coverage to a maximum of \$1000.00 per person under the age of 18 years, once per lifetime.
- (ix) Long Term Disability Plan, to include: after 26 weeks, 2/3 of earnings to a maximum of \$1,550.00 per month, to age 65, but is not retroactive.

B) The letter of Understanding Group Insurance – Post Age 65 Active Employees dated January 30, 2007 which operated under the former collective agreement is deleted. For eligible regular full time employees who have completed their probationary period and are age sixty-five (65) years or older.

- (i) Ontario Employer Health Tax
- (ii) Semi-Private Hospital Care, if not doctor requested, Company to pay 75% and employee to pay 25%.
- (iii) Extended Health Benefit Plan, which will include a \$1.00 credit card "AG" Drug Plan.

- (iv) Group Life Insurance of \$42,000.00 - to cease at age 70. Effective November 27, 2018, Group Life Insurance of \$43,000.00 - to cease at age 70. . Effective November 27, 2019, Group Life Insurance of \$44,000.00 - to cease at age 70.
- (v) Accidental Death and Dismemberment Benefit of \$42,000 to cease at age 70. Effective November 27, 2018, Accidental Death and Dismemberment Benefit of \$43,000.00 to cease at age 70. Effective November 27, 2019, Accidental Death and Dismemberment Benefit of \$44,000.00 to cease at age 70.
- (vi) Vision Care of \$350.00 every 24 months effective November 27, 2017  
Vision Care of \$370.00 every 24 months effective November 27, 2018  
Vision Care of \$390.00 every 24 months effective November 27, 2019
- (x) Preventative Dental Care Plan, which will change from the 2017 Ontario Dental Association Schedule of Fees to the 2018 Ontario Dental Association Schedule of Fees effective January 1, 2018. Effective January 1, 2019, change to the 2019 Ontario Dental Association Schedule of Fees. Effective January 1, 2020, change to the 2020 Ontario Dental Association Schedule of Fees.

Major Restorative Procedures: Dentures, Partial Plates, Crowns and Caps - on a 50/50 co-insurance basis within the existing \$2,000.00 annual maximum.

18.03 It is understood that the specific entitlement of an employee making a claim under the policies of insurance under paragraph 18.01 is a matter between the employee and the insurer of the policy of insurance and is not capable of being a difference between the parties under this agreement

18.04 It is further understood and agreed that persons receiving long-term disability benefits as of the date of ratification shall continue to receive benefits under provisions of the former Collective Agreement for the period of such disability.

## ARTICLE 19 - DURATION OF AGREEMENT

**20.01** This agreement shall continue in effect until the 26th day of November, 2019 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

**20.02** Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph or at such later time as may be agreed upon by both parties.

IN WITNESS THEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 9<sup>th</sup> day of November 2017.

### FOR THE COMPANY

Alessia Bottos

Human Resources Generalist



Rob Villapiana

Operations Manager



Steve Jenkinson

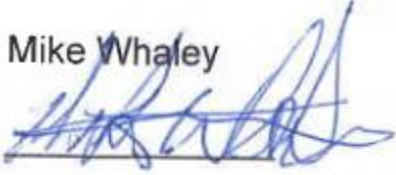
Logistics Manager





FOR THE ASSOCIATION

Mike Whaley



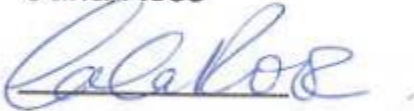
President

Kevin Small



Vice-President/Financial Treasurer

Carla Ross



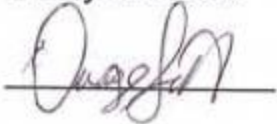
Secretary

Tracy Humeniuk



Chief Steward

Dwayne Scott



Chief Steward

## **LETTER OF UNDERSTANDING #1 MULTI-SKILLING**

The Association and the Company agree to work together in order to try and introduce the concept of Multi-Skilling in the Workplace giving preference to senior employees.

## **LETTER OF INTENT #2 TECHNOLOGICAL CHANGE**

Prior to the installation of new types of machines or equipment modification to existing machines or equipment which results in the loss of employment of a senior employee(s) having ten (10) years or greater seniority, the Company agrees to meet with the Association for the purpose of arriving at a mutually agreeable course of action which will have the least detrimental effect on such senior employee(s) and company operations.

The displacement of an employee(s) as a result of depressed business conditions, relocation of reassignment of equipment or product, product obsolescence or market shift or layoffs caused by any strike, lockout, slowdown, sabotage, act of God or breakdown shall not be considered to be a technological change.

## **LETTER OF UNDERSTANDING #3 NON-CONFIDENTIAL INFORMATION**

The Company agrees to provide non-confidential information concerning job awards, hirings, resignation, retirements, illness, marriages and death of bargaining unit employees for the purpose of keeping their employee lists current and to administer their welfare program.

Should any employee advise the Company in writing that they do not want such information released, it will not be released.

## **LETTER OF UNDERSTANDING #4 THIRD SHIFT**

If the Company is contemplating a third shift situation, the Company will meet with the Association to discuss the shifting arrangements that pertain to the third shift and how to give preference to the senior employees.

The Company will give two weeks prior notice of shift changes except when circumstances do not make such notice possible, such as last minute production requirements, meeting customer needs and machine breakdowns.

## **LETTER OF UNDERSTANDING #6 POSITIONS DELETED**

It is understood and agreed that if jobs which were removed from Schedule "A" and listed in the Jobs Deleted schedule, are subsequently re-implemented by the Company at a future date, they will be posted at the same job grade held prior to being removed.

The only exception to this would be if the job content has changed and is not covered by any of the existing job descriptions, which have been removed. Then the job would be posted as a new job with a tentative rate of pay and be re-evaluated according to the evaluation process as a new job. It would be kept in line with the present practise dealing with new jobs not covered under Schedule "A" of the Collective Agreement.

## **LETTER OF UNDERSTANDING #7**

This Letter of Understanding concerns any employees in the Warehouse working on paid holidays specified in Article 16 where the paid holiday falls on a day when there is not a national public holiday in the United States.

- i. The Company will first ask for volunteers, as it has done in the past.
- ii. Lieu days will be offered and must be used within one (1) year at a mutually agreed upon time. Lieu days may be used in half ( $\frac{1}{2}$ ) day increments.
- iii. A minimum of six (6) employees will be required to work.
- iv. This Agreement will continue in effect during the term of the Agreement.
- v. All unused lieu days will be paid if not used within one (1) year.
- vi. If a minimum of eight (8) employees are scheduled to work who are currently on the day shift and a minimum of three (3) employees are scheduled to work who are currently on the afternoon shift, the Company agrees to allow the employees to remain on the shift they are currently on. A suitable employee must be scheduled to act as Team Leader or Back/Up Team Leader for both shifts.

## LETTER OF UNDERSTANDING #8 - PAID HOLIDAYS

### PAID HOLIDAYS FOR 2017

Christmas Day	December 25, 2017
Boxing Day	December 26, 2017
Floater	Designated Day: December 27, 2017
Floater	Designated Day: December 28, 2017
½ day before Christmas	December 29, 2017
& ½ day before New Year's Day	

### PAID HOLIDAYS FOR 2018

Heritage Day	Floater
New Year's Day	January 1, 2018
Good Friday	March 30, 2018
Victoria Day	May 21, 2018
Canada Day	July 2, 2018
Civic Holiday	August 6, 2018
Labour Day	September 3, 2018
Thanksgiving Day	October 8, 2018
½ Day before Christmas	To be determined
Christmas Day	December 25, 2018
Boxing Day	December 26, 2018
½ Day before New Year's Day	To be determined
2 Floaters to be used at Christmas	To be determined

### PAID HOLIDAYS FOR 2019

Heritage Day	Floater
New Year's Day	January 1, 2019
Good Friday	April 19, 2019
Victoria Day	May 21, 2019
Canada Day	July 1, 2019
Civic Holiday	August 5, 2019
Labour Day	September 2, 2019
Thanksgiving Day	October 14, 2019
½ Day before Christmas	To be determined
Christmas Day	December 25, 2019
Boxing Day	December 26, 2019
2 Floaters to be used at Christmas	To be determined
½ Day before New Year's Day	To be determined

## **PAID HOLIDAYS FOR 2020**

Heritage Day	Floater
New Year's Day	January 2, 2020
Good Friday	April 10, 2020
Victoria Day	May 18, 2020
Canada Day	To be determined
Civic Holiday	August 3, 2020
Labour Day	September 7, 2020
Thanksgiving Day	October 12, 2020

## **LETTER OF UNDERSTANDING #9**

Further to Article 9:01 (B) (1) it is agreed that the replacement employee need not be assigned to the job of the person who is absent, but may be assigned to any position. The total number of replacement employees under 9:01 (B) (1) shall not exceed the number of employees who were absent the month prior. It is also agreed that 9:01 (B) (1) applies to replacements for unplanned absences.

This letter of understanding will be in effect for the first six (6) months of the new agreement and will be renewed every six (6) months thereafter, subject to mutual agreement between the Association and the Company.

## **LETTER OF UNDERSTANDING #10 MODIFIED SUMMER HOURS**

Summer hours will continue for the length of the agreement during the months of July and August.

The Company agrees during the term of this agreement, to offer the following modified summer hour schedule.

- The summer hour schedule will be in effect for the months of July and August
- The modified Summer Hour period for 2018 will be from July 3, 2018 to August 31, 2018.
- The modified Summer Hour period for 2019 will be from July 2, 2019 to August 30, 2019.
- The modified Summer Hour period for 2020 will be from July 6, 2020 to September 4, 2020.
- The hours of work are available to all day shift hourly employees

within the Edinburgh Road and Wilbert Street facilities.

- The hours of work will be Monday to Thursday 7:00 am to 4:15pm, and 7:00 am to 12:00 noon on Friday.

Notwithstanding the above, Management retains its right to modify, alter or change the summer hour schedule of work noted above.

## **LETTER OF UNDERSTANDING #11 JOB CHANGES**

When a job's duties permanently change overnight by more than 40%, the employee(s) will have the option of retaining their job or be served with a layoff notice and, as a result, be able to exercise their bumping rights.

## **LETTER OF UNDERSTANDING #12 FLOATER / LIEU DAYS**

If the facilities are open during the Christmas holiday period and there is a requirement to run the operation for a full shift

- Day Shift - 8 hours
- Afternoon Shift - 10 hours

Employees at Edinburgh Rd. or Wilbert St. facilities who work any or all of the following floater days

Afternoon Shift: Dec. 21, 27 & 28, 2017

Days Shift: Dec. 27, 28, & 29, 2017

will have the following options

1. Be paid a day's pay for the floater days(s) at straight time plus time and one half for all hours worked on the floater day; or
2. Be paid time and one half for all hours worked on the floater day(s) and receive a paid Lieu Day to be used at a later date (prior to June 30<sup>th</sup>, 2018) subject to approval by the company. This Lieu Day will be administered the same way as vacation requests.

Employees must notify their supervisor in writing prior to working the floater if they select option 2; otherwise the floater will be paid out at straight time

Employees who do not work the full shift will be limited to option 1

Monies will not be paid in advance for employees who select Option 2

The Company agrees to pay each employee, who does not use their Lieu Day by the end of the vacation entitlement period, their regular rate of pay for those days

It is understood for the purpose of a Lieu Day there is no requirement for equalization between shifts

## **LETTER OF UNDERSTANDING #13 SET SHIFTS**

Effective December 11, 2017

The Company agrees during the term of the Collective Agreement to implement set working shifts.

Where employees in a Department and Job Title are currently on rotating shifts, the Company will move the employees onto steady shifts. The steady shift assignments will be offered in order of seniority within the Department and the Job Title.

When there is a vacancy that the Company decides needs to be filled, the Company shall determine the shift where the vacancy will be filled. Before the vacancy is posted, employees in the Department and Job Title where the vacancy arises will be offered, in order of seniority, to change shifts to fill the vacancy and any subsequent vacancies created if an employee chooses to move to a different shift. The Company will then post the vacancy on the shift that is not filled through this process.

New hires will be advised of the shift that they will be working at the time of hire.

Notwithstanding the foregoing, employees may be required from time to time to work on a different shift for operational reasons such as training or covering for short term absences. Wherever possible, employees will be given two weeks' notice of such shift changes. Where changes are needed for reasons other than training, the Company will seek volunteers from within the employees who have the skills needed. If there are no volunteers, the Company will assign the most junior employee with the skills needed.

Employees may continue to exchange shifts between themselves with the approval of their supervisor. Employees who want to exchange shifts must submit a request in writing providing details of the dates of the exchange and the reason for the exchange. The supervisor will consider the duration and reason for the exchange and the impact on the skill mix of the employees on the shift if the shift exchange is approved and any other operational requirements in determining whether to approve the exchange.

No exchanges can result in overtime being payable or non-compliance with the Employment Standards Act, 2000.



**Effective November 27, 2017****SCHEDULE "A"***Job Grades, Rates and Job Classifications*

<b>Job Grade</b>	<b>Job Title</b>	<b>Start Rate</b>	<b>180 Calendar Days</b>	<b>After 9 Months</b>	<b>Job Rate after 1 Year</b>
<b><u>J.G. 8</u></b>		<b>21.29</b>	<b>22.31</b>	<b>22.82</b>	<b>23.35</b>
8.01	Cleaning Operator Heavy				
<b><u>J.G. 9</u></b>		<b>21.52</b>	<b>22.57</b>	<b>23.11</b>	<b>23.62</b>
9.07	Shear Helper (Heavy)				
<b><u>J.G. 10</u></b>		<b>21.78</b>	<b>22.87</b>	<b>23.40</b>	<b>23.92</b>
10.10	Packer Assembler (Light) Cl. 2				
<b><u>J.G. 11</u></b>		<b>22.03</b>	<b>23.14</b>	<b>23.69</b>	<b>24.23</b>
11.01	Denesting Operator				
11.14	Conveyor Operator				
11.28	Machine Operator (Light) Cl. 2				
11.30	Spot Welder Light Cl 2				
<b><u>J.G. 12</u></b>		<b>22.28</b>	<b>23.42</b>	<b>23.98</b>	<b>24.53</b>
12.01	Denesting Operator - Stand Alone Laser				
12.02	Assembly Cell - SS				
12.04	Heavy Gauge Shear Operator				
12.10	Metal Finisher – Fine Finish				
12.11	Spot Welder – Heavy Cl. 2				
12.13	Packer Assembler Chroma				
12.30	Saw/Drill/Tap				
12.32	Shipper/Crater				
12.33	Distribution Team				
12.34	Packer Assembler - Large Enclosures				
12.35	Assembly Cell				
12.36	Forklift Driver/Machine Operator				

<b>Job Grade</b>	<b>Job Title</b>	<b>Start Rate</b>	<b>180 Calendar Days</b>	<b>After 9 Months</b>	<b>Job Rate after 1 Year</b>
<b><u>J.G.13</u></b>		<b>22.54</b>	<b>23.69</b>	<b>24.27</b>	<b>24.85</b>
13.02	Arc Welder Cl. 3				
13.05	Shipper Cl. 2				
13.11	Metal Finisher Cl. 2				
13.15	N/C Press Operator Cl. 1				
13.19	Shipper Cl. 2 – Paint & Assembly				
13.24	Wallmount Production Team				
13.25	Painter – Heavy (Sheet Metal)				
<b><u>J.G.14</u></b>		<b>22.81</b>	<b>23.99</b>	<b>24.58</b>	<b>25.18</b>
14.06	Machine Operator Cl. 2 – Sheet Metal				
14.16	Operator Box Line Light				
14.19	Stainless Steel Fab. Cell - Wallmount				
14.25	Paint Process Operator				
14.28	Machine Operator Cl. 2 – Large Enclosure				
14.29	Large Enclosure Fabrication Cell				
<b><u>J.G.15</u></b>		<b>23.10</b>	<b>24.29</b>	<b>24.90</b>	<b>25.49</b>
15.01	Stock Keeper				
15.02	Automated N/C Press Operator				
15.03	Welder - Stainless Steel Fabrication				
15.04	Stockroom Attendant				
<b><u>J.G.16</u></b>		<b>23.36</b>	<b>24.58</b>	<b>25.20</b>	<b>25.83</b>
16.02	Stainless Steel Fab. Cell - Lg. Encl.				
<b><i>Team Leader</i></b>		<b>24.70</b>	<b>26.00</b>	<b>26.65</b>	<b>26.90</b>
<b><i>Team Leader - Afternoon Shift</i></b>		<b>25.30</b>	<b>26.60</b>	<b>27.25</b>	<b>27.50</b>
<b><i>Team Leader Distribution</i></b>		<b>25.30</b>	<b>26.60</b>	<b>27.25</b>	<b>27.50</b>
<b><i>SPECIAL RATE for JOURNEYPERSON</i></b>					
<b><u>J.G.17</u></b>					
17.02	Maintenance Mechanic Journeyman	<b>30.06</b>	<b>31.32</b>	<b>31.96</b>	<b>32.59</b>
17.01	Toolmaker Cl. 2				

<b>Job Grade</b>	<b>Job Title</b>	<b>Start Rate</b>	<b>180 Calendar Days</b>	<b>After 9 Months</b>	<b>Job Rate after 1 Year</b>
<b><u>J.G.18</u></b>		<b>30.34</b>	<b>31.62</b>	<b>32.27</b>	<b>32.92</b>
18.03	Maintenance Electrician Journeyman				
<b><u>J.G.20</u></b>		<b>31.00</b>	<b>32.28</b>	<b>32.93</b>	<b>33.58</b>
20.01	Dual Ticket Journeyman				
<b><u>J.G.22</u></b>					
22.01	Maintenance Team Leader	<b>33.87</b>	<b>35.22</b>	<b>35.90</b>	<b>36.57</b>
22.02	Toolroom Team Leader				
<b><u>J.G.23</u></b>					
23.01	Dual Ticket Team Leader	<b>34.27</b>	<b>35.62</b>	<b>36.30</b>	<b>36.97</b>

**Effective November 27, 2018****SCHEDULE "A"***Job Grades, Rates and Job Classifications*

<b>Job Grade</b>	<b>Job Title</b>	<b>Start Rate</b>	<b>180 Calendar Days</b>	<b>After 9 Months</b>	<b>Job Rate after 1 Year</b>
<b><u>J.G. 8</u></b>		<b>21.74</b>	<b>22.76</b>	<b>23.27</b>	<b>23.80</b>
8.01	Cleaning Operator Heavy				
<b><u>J.G. 9</u></b>		<b>21.97</b>	<b>23.02</b>	<b>23.56</b>	<b>24.07</b>
9.07	Shear Helper (Heavy)				
<b><u>J.G.10</u></b>		<b>22.23</b>	<b>23.32</b>	<b>23.85</b>	<b>24.37</b>
10.10	Packer Assembler (Light) Cl. 2				
<b><u>J.G.11</u></b>		<b>22.48</b>	<b>23.59</b>	<b>24.14</b>	<b>24.68</b>
11.01	Denesting Operator				
11.14	Conveyor Operator				
11.28	Machine Operator (Light) Cl. 2				
11.30	Spot Welder Light Cl 2				
<b><u>J.G.12</u></b>		<b>22.73</b>	<b>23.87</b>	<b>24.43</b>	<b>24.98</b>
12.01	Denesting Operator - Stand Alone Laser				
12.02	Assembly Cell - SS				
12.04	Heavy Gauge Shear Operator				
12.10	Metal Finisher – Fine Finish				
12.11	Spot Welder – Heavy Cl. 2				
12.13	Packer Assembler Chroma				
12.30	Saw/Drill/Tap				
12.32	Shipper/Crater				
12.33	Distribution Team				
12.34	Packer Assembler - Large Enclosures				
12.35	Assembly Cell				
12.36	Forklift Driver/Machine Operator				

<b><u>J.G.13</u></b>		<b>22.99</b>	<b>24.14</b>	<b>24.72</b>	<b>25.30</b>
13.02	Arc Welder Cl. 3				
13.05	Shipper Cl. 2				
13.11	Metal Finisher Cl. 2				
13.15	N/C Press Operator Cl. 1				
13.19	Shipper Cl. 2 – Paint & Assembly				
13.24	Wallmount Production Team				
13.25	Painter – Heavy (Sheet Metal)				
<b><u>J.G.14</u></b>		<b>23.26</b>	<b>24.44</b>	<b>25.03</b>	<b>25.63</b>
14.06	Machine Operator Cl. 2 – Sheet Metal				
14.16	Operator Box Line Light				
14.19	Stainless Steel Fab. Cell - Wallmount				
14.25	Paint Process Operator				
14.28	Machine Operator Cl. 2 – Large Enclosure				
14.29	Large Enclosure Fabrication Cell				
<b><u>J.G.15</u></b>		<b>23.55</b>	<b>24.74</b>	<b>25.35</b>	<b>25.94</b>
15.01	Stock Keeper				
15.02	Automated N/C Press Operator				
15.03	Welder - Stainless Steel Fabrication				
15.04	Stockroom Attendant				
<b><u>J.G.16</u></b>		<b>23.81</b>	<b>25.03</b>	<b>25.65</b>	<b>26.28</b>
16.02	Stainless Steel Fab. Cell - Lg. Encl.				

Job Grade	Job Title	Start Rate	180 Calendar Days	After 9 Months	Job Rate after 1 Year
	<i>Team Leader</i>	<b>25.15</b>	<b>26.45</b>	<b>27.10</b>	<b>27.35</b>
	<i>Team Leader - Afternoon Shift</i>	<b>25.75</b>	<b>27.05</b>	<b>27.70</b>	<b>27.95</b>
	<i>Team Leader Distribution</i>	<b>25.75</b>	<b>27.05</b>	<b>27.70</b>	<b>27.95</b>
<b><i>SPECIAL RATE for JOURNEYPERSON</i></b>					
<b><u>J.G.17</u></b>					
	Maintenance Mechanic				
17.02	Journeyman	<b>30.51</b>	<b>31.77</b>	<b>32.41</b>	<b>33.04</b>
17.01	Toolmaker Cl. 2				
<b><u>J.G.18</u></b>					
	Maintenance Electrician				
18.03	Journeyman	<b>30.79</b>	<b>32.07</b>	<b>32.72</b>	<b>33.37</b>
<b><u>J.G.20</u></b>					
20.01	Dual Ticket Journeyman	<b>31.45</b>	<b>32.73</b>	<b>33.38</b>	<b>34.03</b>
<b><u>J.G.22</u></b>					
22.01	Maintenance Team Leader	<b>34.32</b>	<b>35.67</b>	<b>36.35</b>	<b>37.02</b>
22.02	Toolroom Team Leader				
<b><u>J.G.23</u></b>					
23.01	Dual Ticket Team Leader	<b>34.72</b>	<b>36.07</b>	<b>36.75</b>	<b>37.42</b>

**Effective November 27, 2019****SCHEDULE "A"***Job Grades, Rates and Job Classifications*

<b>Job Grade</b>	<b>Job Title</b>	<b>Start Rate</b>	<b>180 Calendar Days</b>	<b>After 9 Months</b>	<b>Job Rate after 1 Year</b>
<b><u>J.G. 8</u></b>		<b>22.19</b>	<b>23.21</b>	<b>23.72</b>	<b>24.25</b>
8.01	Cleaning Operator Heavy				
<b><u>J.G. 9</u></b>		<b>22.42</b>	<b>23.47</b>	<b>24.01</b>	<b>24.52</b>
9.07	Shear Helper (Heavy)				
<b><u>J.G.10</u></b>		<b>22.68</b>	<b>23.77</b>	<b>24.30</b>	<b>24.82</b>
10.10	Packer Assembler (Light) Cl. 2				
<b><u>J.G.11</u></b>		<b>22.93</b>	<b>24.04</b>	<b>24.59</b>	<b>25.13</b>
11.01	Denesting Operator				
11.14	Conveyor Operator				
11.28	Machine Operator (Light) Cl. 2				
11.30	Spot Welder Light Cl 2				
<b><u>J.G.12</u></b>		<b>23.18</b>	<b>24.32</b>	<b>24.88</b>	<b>25.43</b>
12.01	Denesting Operator - Stand Alone Laser				
12.02	Assembly Cell - SS				
12.04	Heavy Gauge Shear Operator				
12.10	Metal Finisher – Fine Finish				
12.11	Spot Welder – Heavy Cl. 2				
12.13	Packer Assembler Chroma				
12.30	Saw/Drill/Tap				
12.32	Shipper/Crater				
12.33	Distribution Team				
12.34	Packer Assembler - Large Enclosures				
12.35	Assembly Cell				
12.36	Forklift Driver/Machine Operator				

<b>Job Grade</b>	<b>Job Title</b>	<b>Start Rate</b>	<b>180 Calendar Days</b>	<b>After 9 Months</b>	<b>Job Rate after 1 Year</b>
<b><u>J.G.13</u></b>		<b>23.44</b>	<b>24.59</b>	<b>25.17</b>	<b>25.75</b>
13.02	Arc Welder Cl. 3				
13.05	Shipper Cl. 2				
13.11	Metal Finisher Cl. 2				
13.15	N/C Press Operator Cl. 1				
13.19	Shipper Cl. 2 – Paint & Assembly				
13.24	Wallmount Production Team				
13.25	Painter – Heavy (Sheet Metal)				
<b><u>J.G.14</u></b>		<b>23.71</b>	<b>24.89</b>	<b>25.48</b>	<b>26.08</b>
14.06	Machine Operator Cl. 2 – Sheet Metal				
14.16	Operator Box Line Light				
14.19	Stainless Steel Fab. Cell - Wallmount				
14.25	Paint Process Operator				
14.28	Machine Operator Cl. 2 – Large Enclosure				
14.29	Large Enclosure Fabrication Cell				
<b><u>J.G.15</u></b>		<b>24.00</b>	<b>25.19</b>	<b>25.80</b>	<b>26.39</b>
15.01	Stock Keeper				
15.02	Automated N/C Press Operator				
15.03	Welder - Stainless Steel Fabrication				
15.04	Stockroom Attendant				
<b><u>J.G.16</u></b>		<b>24.26</b>	<b>25.48</b>	<b>26.10</b>	<b>26.73</b>
16.02	Stainless Steel Fab. Cell - Lg. Encl.				
<b><i>Team Leader</i></b>		<b>25.60</b>	<b>26.90</b>	<b>27.55</b>	<b>27.80</b>
<b><i>Team Leader - Afternoon Shift</i></b>		<b>26.20</b>	<b>27.50</b>	<b>28.15</b>	<b>28.40</b>
<b><i>Team Leader Distribution</i></b>		<b>26.20</b>	<b>27.50</b>	<b>28.15</b>	<b>28.40</b>
<b><i>SPECIAL RATE for JOURNEYPERSON</i></b>					
<b><u>J.G.17</u></b>					
	Maintenance Mechanic				
17.02	Journeyman	<b>30.96</b>	<b>32.22</b>	<b>32.86</b>	<b>33.49</b>
17.01	Toolmaker Cl. 2				



<b>Job Grade</b>	<b>Job Title</b>	<b>Start Rate</b>	<b>180 Calendar Days</b>	<b>After 9 Months</b>	<b>Job Rate after 1 Year</b>
<b><u>J.G.18</u></b>					
18.03	Maintenance Electrician Journeyman	<b>31.24</b>	<b>32.52</b>	<b>33.17</b>	<b>33.82</b>
<b><u>J.G.20</u></b>					
20.01	Dual Ticket Journeyman	<b>31.90</b>	<b>33.18</b>	<b>33.83</b>	<b>34.48</b>
<b><u>J.G.22</u></b>					
22.01	Maintenance Team Leader	<b>34.77</b>	<b>36.12</b>	<b>36.80</b>	<b>37.47</b>
22.02	Toolroom Team Leader				
<b><u>J.G.23</u></b>					
23.01	Dual Ticket Team Leader	<b>35.17</b>	<b>36.52</b>	<b>37.20</b>	<b>37.87</b>