

COLLECTIVE AGREEMENT

**8677018 Canada Inc.
DBA SMITH INDUSPAC OTTAWA
(Hereinafter referred to as the "Employer")**

- and -

**UNIFOR AND ITS LOCAL 4266
(Hereinafter referred to as the "Union")**



Effective March 1, 2018 to February 28, 2021

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ARTICLE 1: MANAGEMENT'S RIGHTS

- 1.01 The Union acknowledges and agrees that it is the exclusive right of the Employer to maintain and exercise all managerial authority, rights and prerogatives subject only to any limitations imposed by specific provisions of the Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, efficiency, including the right to schedule and determine methods of doing work;
 - (b) Make rules and regulations to be observed by the Employees, provided that the rules and regulations are not inconsistent with the Collective Agreement;
 - (c) Determine job content, create and abolish jobs;
 - (d) Hire, promote, transfer, lay off because of lack of work;
 - (e) Demote, discipline, suspend or discharge for just cause.
- 1.02 The Employer agrees that in the administration of its Management Rights it will do so in a fair and equitable manner and will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 2: PURPOSE & RECOGNITION

- 2.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances.
- 2.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of 8677018 Canada Inc. in the City of Ottawa save and except supervisors, persons above the rank of supervisor, office and clerical and sales staff and students employed during the school vacation year.
- 2.03 The word Employee(s) as used in this agreement means any hourly rated employee employed by the "Employer" at the location hereinafter designated but excluding employees the parties may agree to exclude.

ARTICLE 3: DEFINITIONS

- 3.01 A full-time employee is an employee regularly scheduled to work 40 hours or more a week.
- 3.02 A part-time employee is an employee who is regularly scheduled to work less than 24 hours per week.
- 3.03 New employees are subject to a 90-day probationary period.

ARTICLE 4: NO DISCRIMINATION/HARASSMENT

- 4.01 The Employer and the Union agree that there shall be no discrimination against any employee, by the Employer or the Union, based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability.
- 4.02 Where the term spouse or partner is used in this Agreement, it shall also mean same-sex spouse or partner.

ARTICLE 5: STRIKES AND LOCKOUTS

- 5.01 There shall be no strikes or lockouts, during the life of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*, as amended from time to time.

ARTICLE 6: UNION SECURITY

- 6.01 All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on a Form supplied by the Union to the Employer.
- 6.02 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 6.03 All dues and initiation fees deducted must be remitted to the Union Financial Secretary within five (5) working days of the deductions along with a list of names and the amount of each deduction.

- 6.04 The Financial Secretary of the Local Union will notify the Employer of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.

ARTICLE 7: UNION DUES

- 7.01 Union dues are payable from the first full pay received by the employee following the date of hire. Minimum amount of union dues shall be:
- (a) for those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight-time hour in the last payroll period worked before the dues are payable.
 - (b) **Amount includes:**
Any amounts considered regular pay

Amount does not include:
Shift premiums-overtime premiums.
 - (c) **Dues are payable when member receives benefits in lieu of work such as:**
 - Vacation pay
 - Holiday pay
 - Bereavement pay
 - (d) **Dues are not payable when a member receives:**
 - Sick and accident benefits
 - Workers compensation benefits

ARTICLE 8: DATA TO BE SUPPLIED TO THE UNION

- 8.01 The Employer will supply to the union committee with the following information at the end of every month and send a copy to the local union office:
- (a) Employees who are in the bargaining unit;
 - (b) Employee's number and their hourly rate and classification;
 - (c) Employees transferred into or out of the Bargaining Unit;
 - (d) The number of hours worked in the month;

- (e) Employees' status (i.e. at work, on vacation, weekly sick benefits, LTD, WSIB, retired in the month, any other leave of absence) and the date of occurrence;
- (f) Layoffs and recalls;
- (g) Names, addresses, and postal codes of all active employees.

ARTICLE 9: UNION REPRESENTATION

- 9.01 The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the Employer's premises or the Employer's time without the prior approval of the Employer, except as specifically provided for in this Agreement.
- 9.02 The Employer will recognize up to three (3) Union Stewards from the bargaining unit as selected by the Union. The Union acknowledges that the Union Stewards must continue to perform their regular duties, and that all activities of the Union Stewards will be carried on outside of their regular working hours, unless mutually arranged with the Employer.
- 9.03 The allocation of Union Stewards will be the responsibility of the union.
- 9.04 Union Stewards shall suffer no loss of earnings for time spent during regular scheduled working hours in attending meetings with the Employer, up to but not including mediation and/or arbitration.
- 9.05 Communications Conferences will be held between the Employer and a Union committee at such times as may be mutually agreed upon and a representative of the National Union and the Local Union President may be present at such conference, if the Union so desires. Requests for conferences will be made:
- On behalf of the Employer to the Unit Chairperson.
 - On behalf of the Union to a General Manager.

Communication Conferences will be held where the parties mutually agree there is a need to meet. A written agenda of matters to be discussed will be supplied at the same time such a conference is requested.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

9.06 The Union Bargaining Committee will consist of one Chairperson, three (3) members elected from the bargaining unit, the local Union President and/or representative of the National Union. Any time spent absent from regular duties shall be without pay.

9.07 For the purpose of this Article, the name and position of each Union Steward and Union Bargaining Committee members shall be given to the Employer in writing and the Employer shall not be required to recognize any such Union Stewards or Union Bargaining Committee members until it has been notified.

9.08 **New Employees**

The Employer agrees to provide new employees with a Collective Agreement upon hire. A new employee shall be advised of the name and location of his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her union representative. The Employer agrees that a Union representative will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 10: SENIORITY

10.01 Seniority will be established and maintained for all employees in the bargaining unit.

10.02 Seniority shall be Employer-wide seniority excised within the bargaining unit except otherwise provided herein.

10.03 For employees on record on the date when the Union became certified, seniority shall be calculated to include service prior to certification

10.04 All employees' names will appear on a seniority list as of their date of hire, and be revised every six months and posted in the workplace. A copy of such list will be given to the Union.

10.05 In the event more than one employee is hired on the same date, the Employer will randomly assign each employee with a seniority code number, this number will be used in determining each employee's seniority standing, ie. Lowest seniority code number will be highest seniority standing on such date.

- 10.06 Employees will be regarded as probationary employees for the first ninety (90) days of active employment. Seniority will start from the first date of hire and their name will appear on the Seniority List in order of the respective date of hire.

ARTICLE 11: LOSS OF SENIORITY

- 11.01 An employee shall lose all seniority and service and shall be deemed terminated if he/she:
- (a) resigns;
 - (b) retires;
 - (c) is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
 - (d) is absent from work for a period of seven (7) consecutive working days without notifying the Employer of such absence and providing the Employer a satisfactory reason;
 - (e) has been laid off for twelve (12) months;
 - (f) has been laid off and fails to return to work within seven (7) calendar days after being notified by the Employer through registered mail to the last address on the Employer's records;
 - (g) fails to return to work upon termination of an authorized leave of absence without satisfactory reason;
 - (h) is transferred to a position outside the bargaining unit.

ARTICLE 12: LAYOFFS & RECALL

- 12.01 Where possible, the Employer will provide the Union with advance notice of any layoffs.
- 12.02 In the event of a lay-off of a permanent or long-term nature, the Employer shall provide affected employees with the following notice:

Years of Employment	Weeks'/Year
Three months to one year	One week
One year and above	1.5 weeks per complete year of service to a maximum of 12 weeks

Should the Employer provide pay in lieu of notice, accrual of vacation shall only be for the period required by the *Employment Standards Act, 2000* (Ontario), as amended from time to time ("ESA"). In the event the affected employee is full-time, he/she shall only be entitled to continuation of benefits for the minimum statutory notice period required by the ESA.

12.03 Lay-off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification and within each department, provided that there remain on the job employees who have the skill, ability and qualifications required to perform the work.
- (b) The Employer will provide the Union with a list of employees laid off.

12.04 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening in their classification and department in order of seniority, provided he has the skill, ability, and qualifications required to perform the work.
- (b) An employee who is laid off shall retain recall rights for a period of twelve (12) months from the date of layoff.
- (c) Such recall notice shall be by registered letter to the last known address of the person filed with the Employer.
- (d) A copy of all recall notices will be sent to the Union.

ARTICLE 13: JOB POSTING

- 13.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Employer will post such new jobs or vacancies for a period of seven (7) working days.

The Employer may advertise externally provided that it advertises internally at the same time, or prior to, advertising externally.

A vacancy shall be deemed to exist where there is a job opportunity expected to last at least sixty (60) working days.

- 13.02 The Employer shall consider the skill, ability and qualifications of the applicants for the vacancy. Where skill and ability are equal, the Employer shall select the most senior applicant.
- 13.03 An internal applicant shall be allowed a trial period of up to thirty (30) working days, during which the Employer will determine if the employee can satisfactorily perform the job. In the event the internal applicant proves unsatisfactory, the employee shall be returned to his former position without loss of seniority and at the wage or salary rate of his former position. Any other employee promoted or transferred as a result of the trial period appointment shall also be returned to his former position without loss of seniority and at the wage or salary rate of his former position. It is understood that the trial period only applies to employees who have assumed a new position in a different classification.

ARTICLE 14: NEW JOB

- 14.01 When a new job is created outside the current classifications the Employer will consult with the Union regarding the appropriate wage rate and classification for the new job.

ARTICLE 15: TRANSFERS

- 15.01 Employees who are or have been appointed or selected for a supervisory position or for any position not subject to the provisions of this Agreement will not be covered by the provisions of this Agreement.
- 15.02 If any employee on a seniority list, covered by the Agreement, is transferred or appointed to a position outside of the bargaining unit, and later is transferred back to a position which is covered by this Agreement, shall be considered new employees for the purpose of seniority.
- 15.03 Employees having been employed only in positions outside the bargaining agreement shall, if subsequently employed on a job covered by this Agreement, be considered new employees for the purpose of seniority.

ARTICLE 16: LEAVE OF ABSENCE

16.01 For any unpaid leave of absence exceeding three (3) months, the employee will be wholly responsible for paying 100% of the billed premiums to maintain benefit continuation.

16.02 Family Medical Leave

Family Medical Leave will be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

16.03 Emergency Leave

Emergency leave will be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time

An employee who takes any paid or unpaid leave under this Agreement for reasons that also qualify as a personal emergency leave under the Ontario Employment Standards Act, 2000, shall be deemed to have concurrently taken a paid or unpaid leave under this Agreement and a personal emergency leave under the Ontario Employment Standards Act, 2000, and vice versa, regardless of whether the employee's outstanding personal emergency leave credits are paid or unpaid.

16.04 Marriage Leave

Upon sufficient proof, as determined by the Employer, full-time employees are entitled to:

- (a) One (1) day leave with pay for the employee's marriage.
- (b) One (1) day leave without pay for the marriage of the employee's (or employee's partner's) child, parent or sibling.

16.05 Any employee elected or appointed to a full-time position in the local union or National Union, will be granted an unpaid leave of absence to a maximum of one (1) year by the Employer. Any subsequent renewals for each employee shall be at the discretion of the Employer. The employee shall not accrue seniority while on this leave of absence.

16.06 Subject to Employer approval and based on operational requirements, the Employer will grant a leave of absence to a maximum of six (6) days per year per Union Steward and Union Bargaining Committee member to attend training offered by the

Union. The Employer will bill the Union monthly for reimbursement of wages for the time spent for these members on such training.

ARTICLE 17: SICKNESS & ACCIDENT LEAVE

17.01 Sick Leave

This article applies to full-time employees only who have completed their probationary period.

17.02 Full-time employees shall receive two (2) sick days with pay in every calendar year. Unused sick days may not be carried over from year to year.

17.03 Notification of Illness

Employees must notify the immediate Supervisor or designate directly, if possible, at least four (4) hours prior to the commencement of their scheduled shift in order to advise of any illness or injury that prevents them from working. The Employee shall provide a telephone number where he can be reached during the period of absence.

ARTICLE 18: BEREAVEMENT LEAVE

18.01 Full-time employees shall be granted bereavement leave of up to five (5) consecutive calendar days without loss of pay in the event of the death of the employee's spouse (including common law and same-sex partner) or child. The employee will be paid for scheduled shifts occurring during the five (5) days.

18.02 Full-time employees shall be granted bereavement leave of up to three (3) consecutive calendar days without loss of pay in the event of the death of the employee's parent, sibling, mother/father-in-law or son/daughter-in-law. The employee will be paid for scheduled shifts occurring during the three (3) days.

18.03 Full-time employees shall be granted one (1) day of paid bereavement leave in the event of the death of the employee's brother/sister-in-law or grandparent.

18.04 Full-time employees will not be eligible to receive payment under the terms of bereavement leave for any period in which he is receiving payments for sick leave.

- 18.05 Where it is necessary because of distance, the full-time employee may be provided additional unpaid leave at the Employer's discretion.
- 18.06 When a death occurs to an employee's family while the employee is on vacation, the employee shall be entitled to use bereavement leave in lieu of scheduled vacation days.

ARTICLE 19: JURY DUTY

- 19.01 The Employer shall grant a leave of absence without loss of seniority to a full-time employee who serves as a juror or is subpoenaed to be a witness in any court proceeding where the Crown is a party. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received to the Employer.

ARTICLE 20: NATIONAL DAY OF MOURNING

- 20.01 The Employer agrees to allow employees one (1) minute silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

ARTICLE 21: EDUCATION FUND

- 21.01 The Employer agrees to pay into a special fund the amount of \$550.00 on March 1 of each year of this contract, for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies shall be paid into a trust fund established by the National Union, Unifor and sent by the Employer to the following address:

Unifor Leadership Training Fund
Unifor - PEL Training Fund
205 Placer Court
Toronto ON M2H 3H9

ARTICLE 22: HOURS OF WORK AND PREMIUMS

22.01 The regular work week consists of 40 hours of work.

22.02 A regular work day consists of 8 hours of actual work.

22.03 Shifts will commence at the following times and will have the following shift premiums:

Day Shift	Any shift that begins after 6:00 am and finishes before 6:00 pm	
Afternoon Shift	2:30 pm – 11:00 pm	\$0.50/hour
Night Shift	11:00 pm – 7:30 am	\$1.00/hour

The Employer retains the right to change the time of shifts if it gives the Union prior notice of the change

22.04 There will be a half hour unpaid meal break and two fifteen minute paid rest breaks during each shift.

22.05 Team Lead Premium

Management shall determine whether a Team Lead is necessary on any given shift or in any given department. Team Leads shall be appointed by management and will receive a Team Lead premium of \$1.00 per hour. This premium will apply to all hours assigned and worked as a Team Lead.

ARTICLE 23: WAGE ADMINISTRATION & RATE PROTECTION

23.01 An employee who is required by the Employer to work a shift in a higher paying classification shall have his/her wages adjusted to be paid the increased rate for the length of such assignment.

23.02 An employee who is required by the Employer to work a shift in a lower paying classification shall maintain his/her substantive rate of pay for the length of such assignment.

ARTICLE 24: CLASSIFICATION & WAGES

24.01 The Employer will pay employees according to the wage and classification structure outlined below:

Classification	March 1, 2018	March 1, 2019	March 1, 2020
Operator 1	\$15.00	\$16.00	CPI - Ottawa
Operator 2	\$16.75	\$17.50	CPI - Ottawa
Operator 3	\$20.75	\$21.50	CPI - Ottawa

Employees whose rate of pay at the time of ratification of this collective agreement exceeds the wage rate listed above shall not have their wage rate decreased, rather they shall receive a two percent (2%) increase to their pre-ratification rate of pay effective March 1, 2018.

Employees who would receive less than a one percent (1%) increase based on the wage rates listed above shall receive a two percent (2%) increase to their pre-ratification rate of pay effective March 1, 2018.

Same logic will apply for March 1, 2019 increases.

ARTICLE 25: TRAVELLING ALLOWANCE

25.01 When requested or required by the Employer to travel, employees shall be paid mileage in accordance with the Employer's then current rate as outlined in its policies.

ARTICLE 26: BOOT ALLOWANCE

26.01 Following the probationary period and on presentation of a receipt confirming the purchase of safety footwear, the Employer will provide an allowance for such purchase to each full-time employee to a maximum of \$125.00 in any twelve (12) month period.

ARTICLE 27: HEALTH AND WELFARE BENEFITS

27.01 Eligibility

Full-time employees who have successfully completed their probationary period are eligible to participate in the health and welfare benefits plan in accordance with the governing rules and regulations of the plans of the insurance carrier.

27.02 The Employer shall pay fifty percent (50%) of billed premiums for the following benefits for full-time employees:

- Group Life Insurance
- Dependent Life Insurance
- Accidental Death & Dismemberment
- Extended health care plan
- Out of country health care plan
- Dental plan
- Long Term Disability plan

The Employer shall pay for one pair of prescription eye glasses (two hundred dollars) \$200.00 per employee for the life of the collective agreement.

The Employer shall pay for 1 eye exam (eighty dollars) \$80.00 per employee for the life of the collective agreement.

27.03 Change of Carrier

The Employer shall provide to each full-time employee a copy of the current benefit booklet for those benefits provided under this Article. The Employer reserves the right to change plans and/or carriers at its discretion and will notify the Union if it intends to change the plan and/or carrier.

27.04 Employer's Obligation

It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay the amount of premiums contracted for. Eligibility for participation and entitlement to benefits will be in accordance with the governing rules and regulations of the plans of the insurance carrier. Any issues with respect to the insurer acknowledging or honouring any claims are matters as between the

employee and the insurer and are not subject to the grievance or arbitration procedures.

27.05 The Employer will provide the Union with notice of any changes to the above benefits.

27.06 In order to keep their insurance coverage, employees on long term disability need to provide monthly post-dated cheques before the first of each month to cover their share of premiums.

ARTICLE 28: PAY DAY

28.01 Employees shall be paid by direct deposit on a bi-weekly basis, on Thursday.

The Employer reserves the right to change the pay period at its sole discretion and upon the provision of notice to the Union.

ARTICLE 29: OVERTIME & CALL IN PAY

29.01 Authorized overtime shall be paid for all hours worked in excess of forty (40) hours in a week at the rate of one and one-half times (1 ½) the employee's regular straight time hourly rate of pay.

29.02 Except as subsequently outlined, the Employer will determine when overtime will be worked and who will work it.

The Employer will initially request volunteers to work overtime from among qualified Employees within the department where overtime is required. Overtime will be allocated as equally as possible among the volunteers within the department. If, during any calendar quarter, the overtime hours worked by Employees within each department are not equalized to within 48 hours, qualified Employees with the least overtime hours will be offered any overtime to be worked in their department. For the purposes of overtime equalization, an Employee who refuses voluntary overtime will be considered to have worked the number of overtime hours the Employee would have worked had he or she not refused the overtime.

In the event there are insufficient volunteers, employees will be required to work overtime in reverse order of seniority.

- 29.03 **Call-in**
If an Employee is called to work on a day that is not a scheduled working day, that Employee shall be entitled to minimum pay of four (4) hours.
- 29.04 If an Employee is called to work on a Saturday shift after a statutory holiday, the Saturday shift shall be considered overtime.

ARTICLE 30: VACATIONS WITH PAY

- 30.01 Each full-time employee will be entitled to a vacation with pay in accordance with the following schedule:
- (a) Employees with less than one (1) year of service will accumulate 4% of their earnings in a vacation bank that they will be able to use during the company's following vacation year (between May 1st and April 30th).
 - (b) Employees with more than one (1) year but less than five (5) years' of service as of April 30 shall be entitled to two (2) weeks' vacation with pay, at 4% of the employee's earnings for the year.
 - (c) Employees with more than five (5) years' of service but less than nine (9) years' of service as of April 30 shall be entitled to three (3) weeks' vacation with pay, at 6% of the employee's earnings for the year.
 - (d) Employees with more than nine (9) years' of service but less than eighteen (18) years' of service as of April 30 shall be entitled to four (4) weeks' vacation with pay, at 8% of the employee's earnings for the year.
 - (e) Employees with more than eighteen (18) years' of service as of April 30 shall be entitled to five (5) weeks' of vacation with pay at 10% of the employee's earnings for the year.
- 30.02 "Earnings for the year" for the purpose of clause 30.01 shall include overtime, holiday pay and bereavement leave pay but shall not include the previous year's vacation pay.
- 30.03 **Vacation Scheduling**
- (a) The Employer may schedule a full or partial plant shut down during which designated full-time employees shall take vacation.

- (b) Vacation requests shall be submitted to the General Manager according to the following schedule:
- i. By May 15 for vacation requests in June, July and August;
 - ii. By August 15 for vacation requests in September, October and November;
 - iii. By November 15 for vacation requests in December, January and February;
 - iv. By February 15 for vacation requests in March, April and May.

Vacation requests will be granted in order of seniority provided the Employer is able to maintain a qualified and adequate workforce.

ARTICLE 31: GENERAL HOLIDAYS

31.01 Employees shall be entitled to the following public holidays in accordance with the qualifying terms and conditions as set out in the Ontario *Employment Standards Act*, as amended from time to time:

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

- (a) Two (2) days paid during the period of Christmas and New Year, as determined by the Employer.
- (b) Employees will be paid for the above public holidays in accordance with the *Employment Standards Act*, as amended from time to time.

ARTICLE 32: ADMINISTRATION OF DISCIPLINE

32.01 **Right to have Union Representation Present**

When an employee is called to a meeting by a member of supervision and the subject of the meeting is discipline, the employee will be so informed before the interview and will be advised of their right to have a Union Steward present. If the employee elects to have a Union Steward present, the meeting will not proceed

until a Union Steward is available, however such delay may not exceed forty-eight (48) hours, otherwise the meeting will proceed. If a Union Steward is not available the employer will call or email the Local President.

- 32.02 No disciplinary action shall remain against an employee's record for a period longer than twenty-four (24) months provided the employee's record has remained discipline free during that period.
- 32.03 Discipline shall be subject to the standard of just cause and the Employer agrees to adhere to the principle of progressive discipline, except where circumstances warrant an immediate suspension or termination. Copy of any discipline must be given to the Union Chairperson.

ARTICLE 33: GRIEVANCE PROCEDURE

33.01 Definition of Grievance

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s), or the Union regarding the interpretation, application, administration or alleged violation of this Agreement.

33.02 Step 1:

An employee having a complaint shall first take the matter up with his/her immediate Supervisor within five (5) working days of the incident giving rise to the complaint. The employee may also discuss the matter with his/her Local Union Chairperson.

The Supervisor shall provide a response within five (5) working days of receipt of the complaint.

Step 2:

Failing satisfactory settlement at Step 1, the Union, within ten (10) working days of the immediate supervisor's response, may submit a grievance in writing, outlining the nature of the dispute, the relevant provisions of the collective agreement that are allegedly breached and the remedy sought. Such written grievance will be submitted to the immediate supervisor.

The immediate supervisor or designate shall meet with the employee and a Union Steward within five (5) working days after receipt of the grievance and shall within provide a written response within ten (10) working days after the meeting.

Step 3:

Failing satisfactory settlement at Step 2, the Union, within ten (10) working days of the immediate supervisor's written response, may submit the grievance to the General Manager.

The General Manager or designate shall meet with the parties within five (5) working days after receipt of the grievance and shall provide a written response within ten (10) working days after the meeting.

The Union National Representative and/or President of the Local Union may be in attendance at this meeting.

33.03 Discharge or Suspension

Where a grievance involves an allegation of improper discharge or suspension of an employee, the matter shall proceed directly to Step 2 of this Article.

33.04 A probationary employee shall have no right to lodge a grievance with respect to discharge, layoff or non-recall after layoff.

33.05 Policy and Employer Grievances

Any allegation by either the Union or the Employer that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to the General Manager and if by the Employer to the President of the Local. The grievance shall proceed directly to Step 2.

33.06 Arbitration

Failing settlement of the grievance at Step 3 either party may refer the matter to arbitration no later than fifteen (15) working days after the written decision at Step 3 has been provided. Such request shall include the names of at least three (3)

possible arbitrators. If no written request for arbitration is received within the ten (10) working days, the matter shall be deemed to have been settled.

Within ten (10) days of receipt of such notice, the other party shall respond by accepting one of the possible arbitrators or indicating the names of other possible arbitrators.

In the event that the parties are unable to agree on an arbitrator, either party may within ten (10) days after suggestions are received, request the Minister of Labour to appoint a sole arbitrator to hear such grievance and shall provide the other party with a copy of such request.

33.07 Expenses of Arbitrator

Each of the parties to this Collective Agreement will share equally the fees and disbursements of the Arbitrator.

33.08 Jurisdiction of Arbitrator

The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty.

The decision of the arbitrator shall be final and binding upon the Employer and the Union.

33.09 All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view any disputed operations involved in the grievance.

33.10 Time Limits

The parties may agree in writing to extend any time limit.

33.11 The term working days when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.

ARTICLE 34: HEALTH & SAFETY

- 34.01 The Employer, the Union and the employees will make every effort to comply in a timely manner with all applicable legislation pertaining to the Health and Safety of employees.
- 34.02 The Union and the Employer agree to actively promote measures to assure the Health and Safety of all employees.
- 34.03 The Joint Health and Safety Committee (JHSC) will have a total of four (4) members, two (2) representing the Union, whom are elected by the bargaining unit and two (2) representing management. Both sides will be entitled to invite an additional person to each meeting.
- 34.04 One (1) member of the Joint Health and Safety Committee (JHSC) shall be certified as required by the *Occupational Health & Safety Act*.
- 34.05 During all absences, both parties will recognize a substitute member as designated.
- 34.06 When recommended by the JHSC, the Employer will take air quality samples and appropriate analysis and shall provide copies to the JHSC.

ARTICLE 35: WORK BY SUPERVISORS

- 35.01 Supervisors shall not perform bargaining unit work if their doing so would result in the layoff of a bargaining unit employee or in the failure to recall a bargaining unit employee.

ARTICLE 36: TECHNOLOGICAL CHANGE

36.01 **Definition**

Technological change means the introduction by the Employer of new and different or substantially changed equipment which results in a reduction of the number of employees previously required to perform the task affected.

36.02 Advance Notice

The Employer shall give the Union 30 calendar days' notice of any technological change. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effect it will have on the employees, with a view to minimizing such effects.

ARTICLE 37: PARTIAL OR TOTAL CLOSURE

37.01 The Employer shall advise the Union in writing at least one (1) month in advance of any shutdown of operations that will affect the employees.

37.02 The Union and the Employer will meet immediately to discuss the shutdown with a view to providing a solution to the problem or work for the employees involved.

37.03 Should it be necessary to terminate any employee as a result of partial or total plant closure, it will be done in accordance with Article 12 (Layoffs and recall).

ARTICLE 38: UNION SPACE

38.01 The Employer shall provide the Union with a three (3) drawer filing cabinet on the Employer premises for use by the Union.

ARTICLE 39: BULLETIN BOARDS

39.01 The Employer shall provide one bulletin board upon which the Union shall have the right to post notices of meetings and Union business and affairs. It is agreed however that before posting, such notices must be approved in writing (email is acceptable) by the General Manager or designate (as identified by the General Manager) and must be signed by a representative of the Union.

ARTICLE 40: COPY OF AGREEMENT

40.01 The Employer will provide a copy of the Collective Agreement in booklet form to all members of the Bargaining Unit within sixty (60) days of ratification.

- 40.02 The Employer will provide all newly hired Employees with a copy of the Collective Agreement.
- 40.03 The Employer will provide Employees with booklets from the insurer outlining the group insurance plan.

ARTICLE 41: PAID DOMESTIC VIOLENCE LEAVE & DISCIPLINE PROTECTION

- 41.01 The Company agrees to recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, counsellor, shelter worker), a woman who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.

Absences which are not covered by sick leave or disability insurance will be granted as an absence with permission without pay.

41.02 **Women's Advocate**

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

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

The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing

contact numbers to reach the Women's Advocate. The Company will also assign a management support person to assist the advocate in her role.

The Women's Advocate will participate in an initial 40 hour basic training program delivered by the Unifor National Women's Department. All costs and expenses for that basic training, and any subsequent training or outside activity will be paid by the Union.

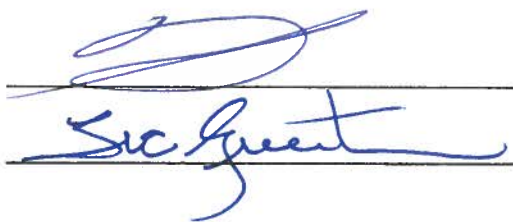
ARTICLE 42: DURATION OF AGREEMENT

42.01 The agreement shall be effective from the 1st day of March 2018 up to and including the 28th day of February 2021. Either party shall be entitled to give notice in writing to the other party of its desire to bargain with a view to the renewal of the expiring collective agreement at any time with a period of 90 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

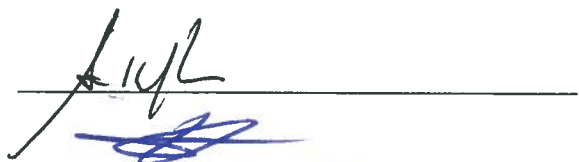
42.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of the 28th day of February **2021**, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.


DATED AT _____ this _____ day of _____, 2018.

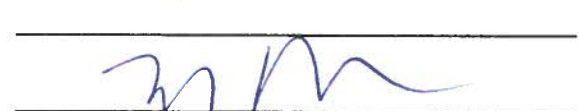
FOR THE EMPLOYER



FOR THE UNION







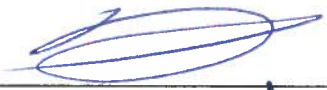
LETTER OF AGREEMENT #1

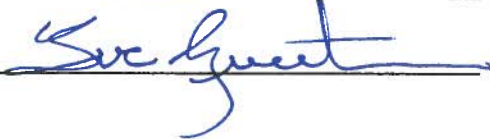
8677018 CANADA INC. DBA SMITH INDUSPAC OTTAWA and UNIFOR LOCAL 4266 will establish a joint committee on working hours. The Union will delegate up to two (2) members to sit on the committee. The mandate of the joint committee is to address the possibility of introducing a four (4) day, ten (10) hour shift. This agreed to committee in no way implies that the Employer or the Union have reached an agreement. The Employer reserves the right to end the joint committee at any time.

The Committee will meet no later than six (6) months after the signing and ratification of the Collective Agreement.


DATED AT _____ this _____ day of _____, 2018.


FOR THE EMPLOYER






FOR THE UNION








LETTER OF AGREEMENT #2


The Employer agrees to move members that are lift truck operators or wood shop labourers as of the signature of this agreement, from operator 1 to operator 2.

Moreover, all employees designated as General Labour will become Operator 1 as of the signature of this agreement.

DATED AT _____ this ____ day of _____, 2018.

FOR THE EMPLOYER





FOR THE UNION

