

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**GUILDLINE INSTRUMENTS LTD., of the Town of Smiths Falls, Ontario  
hereinafter referred to as the "Company" (Party of the First Part)**

**-- and --**

**UNIFOR UNION OF CANADA, and it's  
LOCAL 4266 hereinafter referred to as the "Union" (Party of the Second Part)**

**October 1, 2019 to September 30, 2022**

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## **ARTICLE 1 -- GENERAL PURPOSE**

1.01 The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Company and those employees covered by this Agreement with the Union, to secure prompt and fair disposition of grievances, to eliminate interruption of work, and to promote to the fullest extent possible, efficient and economical operation of the Company's business and to maintain wages, hours, and working conditions for the said employees, all as set forth in this Agreement.

1.02 Where masculine terms are used, unless the context requires otherwise, they should be construed to include masculine and feminine employees and the singular should be construed to include the plural and vice-versa.

## **ARTICLE 2 -- DEFINITION OF THE BARGAINING UNIT**

2.01 The Company recognizes the Union as the exclusive bargaining agent for all full-time production employees working in Machine Shop, Electrical Department and the Shipping/Receiving Department, save and except Foremen and those persons above the rank of Foremen.

## **ARTICLE 3 - RECOGNITION**

3.01 The Company recognizes the Union as the sole and exclusive agent for the employees constituting the bargaining unit as defined in Article 2, in all matters of wages, hours, and other conditions of work and employment.

## **ARTICLE 4 - UNION SECURITY**

4.01 All employees in the bargaining unit must pay the regular Union dues in the amount certified by the Union to the Company to be currently in effect under the Union's by-laws.

4.02 The Company agrees to deduct bi-weekly from each employee an amount equal to the regular Union dues, and membership initiation fee, when applicable, and agrees that such deductions shall continue during the term of this Agreement. Union dues to be deducted starting on the date of hire.

4.03 Such monies, together with a detailed list of such collections, shall be remitted monthly by cheque payable to the National Union -- for Local 4266, within ten (10) days after the end of the calendar month in which such deductions are made.

4.04 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employees for amounts deducted from wages as provided herein.

4.05 The Company agrees to provide each employee with a copy of the Agreement, and fifteen (15) copies of the Agreement to the National Representative of the Union.

#### **ARTICLE 5 - NO DISCRIMINATION**

5.01 The Company and the Union agree that there will be no discrimination against any employee because of his membership or non-membership in the Union.

5.02 The provisions of this Agreement shall be applied to all employees without discrimination on account of race, creed, colour, age, sex, marital status, citizenship, ancestry, or place of origin.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 Subject only to the expressed provisions of this Agreement, the Union agrees that the supervision, management, and control of the Company's business, operations, and plants are exclusively the function of management.

6.02 Without limiting the generality of the above clause, such management rights shall include the right to discharge permanent employees for just cause, except that the Company shall always have the right to discharge probationary employees at its sole discretion.

6.03 The Company agrees that it will not exercise its management rights in a manner inconsistent with the terms of this Agreement.

#### **ARTICLE 7 - NO STRIKE AND LOCK-OUT**

7.01 The Company agrees that there shall be no lockout of its employees during the life of the Agreement.

7.02 The Union agrees that there shall be no strike, stoppage, slow-down, or restriction of work or threat thereof during the term of this Agreement and that no employee shall take part in, instigate, or threaten any such strike, stoppage, slow-down, or restriction of work. Any employee who violates any of the provisions of this clause shall be subject to discipline to and including discharge.

**ARTICLE 8 – SENIORITY**

8.01 Except for part-time employees (see Appendix C), seniority shall be the total length of continuous service of any employee dating from his last date of hiring with the Company.

8.02 The seniority of a person in the employ of the Company within the bargaining unit shall be based on his total length of continuous service with the Company and thereafter shall accumulate on the basis of his service with the bargaining unit.

8.03 An employee who transfers or is rehired to a position outside the bargaining unit shall be deemed to have forfeited any further claim to seniority in the bargaining unit after a period of twelve (12) months outside the bargaining unit. If he returns to the bargaining unit within this period, he shall conserve any seniority which he had at the time he left the bargaining unit.

8.04 A new employee shall be considered a probationary employee and shall be deemed to have no seniority for a period of one hundred and twenty (120) calendar days from the date of his hiring to a position in the bargaining unit.

8.05 Upon completion of the probationary period an employee shall be deemed to have seniority from the date of his last hiring.

8.06 A probationary employee laid off before completion of the probationary period and subsequently rehired within six (6) months shall be given credit for the number of days worked previously towards completion of his probationary period as defined in 8.04.

8.07 If a reduction in work force is necessary, employees shall be laid off in their affected department as follows:

1. Temporary employees
2. Probationary employees
3. Employees in the reverse order of their seniority, as long as the senior employee meets the qualifications for and is able to do the job available.

8.08 If a further reduction is necessary, employees shall be laid off in the reverse order of their seniority as long as the senior employee meets the qualifications for and is able to do the job available.

8.09 Except for a probationary employee, an employee who is laid off shall have recall rights for a period equal to the amount of his seniority up to a maximum period as follows:

- a) 6 months for an employee with up to 3 years seniority.
- b) 12 months for an employee with 3 to 10 years seniority.
- c) 18 months for an employee with more than 10 years seniority.

8.10 The Company shall recall laid off employees by seniority provided that the senior employee is able and qualified to meet the normal requirements of the job available. Recall shall be made by registered mail at the employee's last address on record with the Company. It shall be the employee's responsibility to supply the Company with his correct and current address and any changes that occur. The Company's obligation to recall under this clause shall be fulfilled if:

- \* The employee refuses recall to a position with the same or higher wage than that from which he was laid off;
- \* The employee fails to respond to his recall within seven (7) working days from the date of the mailing of the recall letter; or
- \* The employee's recall letter is returned because he failed to file a correct address with the Company.

8.11 An employee with established seniority who is unable to perform his regular assigned duties with the Company because of disabling sickness or injury shall receive a leave of absence. While the employee is on such leave of absence, seniority will continue to accumulate up to a maximum of two (2) years.

8.12 Upon the return to work of an employee who has been on an authorized leave of absence because of disabling sickness or injury, he will return to his former position, if the position is still available and he is capable of performing and qualified to do the work. Otherwise he will be offered, in accordance with his seniority, other available work which he is capable of performing and qualified to do.

8.13 Seniority lists shall be available to the Union every six (6) months and shall include the employee's department, his rate and employee number. The Union shall be notified in writing of any change in an employee's department plus the department of a newly hired employee.

## **ARTICLE 9 JOB POSTING**

9.01 Except for temporary positions not exceeding (16) working days in duration, all vacancies in the bargaining unit shall be posted for a period of three (3) working days on the Company's notice boards. A copy of all notices of vacancies shall be furnished to the president of the Union. Employees shall be entitled within the said three (3) working days to apply in writing to fill such vacancy. Employees who apply shall keep one copy of their application. Decisions on filling the vacancy will be based on an assessment of the employee's qualifications. Where the qualifications are equal, the senior qualified employee shall be given preference.

9.02 The successful applicant shall be considered to be on trial until he has worked sixteen (16) days on the job. If he is not found satisfactory for the job within the period, he shall return to his former job. However, the above trial period may be extended by mutual agreement between the Company and the Union.

#### **ARTICLE 10 - NOTICE OF LAY-OFF**

10.01(a) In all lay-offs, other than temporary lay-offs as described in 10.01(b), the Company shall advise the Union and the employees affected by such lay-offs not less than four (4) working days prior to such lay-off, or shall pay such affected employees four (4) days pay at the employee's regular hourly rate in lieu of such notice.

10.01(b) Temporary lay-offs resulting from unexpected manufacturing problems, material shortages, equipment or power failures, or any emergency, may be made without regard to seniority. No employee shall be subject to a temporary lay-off of more than two (2) working days at any one time and no more than a total of twelve (12) days in any one calendar year.

#### **ARTICLE 11 - BARGAINING UNIT WORK**

11.01 Supervisors or other non-bargaining unit employees may perform work on any job normally performed by an employee, provided that the performance of such work shall not result in the loss of regular pay, seniority, or the lay-off of the employee concerned.

Supervisors or other non-bargaining unit employees will not normally perform bargaining unit work on overtime unless the employee(s) affected is unavailable or has refused overtime, or is working overtime.

#### **ARTICLE 12 - CONTINUOUS SERVICE**

12.01 Continuity of service shall be considered broken and seniority and the employment of an employee shall terminate if he:

- (a) resigns;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is laid off for a period exceeding his recall rights as defined in Article 8.09;
- (d) is absent from work for more than four (4) working days without providing an explanation which is satisfactory to the Company;
- (e) is absent from work beyond authorized sick leave, vacation, or other leaves of absence without providing an explanation which is satisfactory to the Company.

**ARTICLE 13 - HOURS OF WORK**

13.01 Except for janitorial and part-time employees, the work week for all employees covered by this Agreement shall be thirty-seven and two-thirds (37 2/3) hours, Monday to Thursday.

13.02 Except for janitorial and part-time employees, the scheduled starting and stopping time for all employees will be:

7:20 a.m. to 12:30 p.m.  
1:15 p.m. to 5:30 p.m.

13.03 Notwithstanding the times and dates listed above, the Company reserves the right to change the hours after discussion with the Union, but agrees that the total number of hours in a week will not exceed thirty-seven and two-thirds (37 2/3).

13.04 The Shipper/Receiver(s) will work a total of thirty-seven and two thirds hours (37 2/3), Monday to Friday inclusive.

**ARTICLE 14 - OVERTIME**

14.01 The Company may require employees to work overtime in excess of their regularly assigned hours. When overtime is necessary, the Company shall endeavour to give the employee as much notice as possible. If the employee is only informed during the shift immediately preceding overtime and has to work more than two (2) hours beyond the end of that shift, the employee will receive lunch money of five (5) dollars.

14.02 Overtime premiums at the rate of time and one half (1 1/2x) to be paid only for hours worked in excess of 44 hours in one week. For the purposes of weekly calculations of hours worked, sick days and vacation days to be considered as worked at regular number of scheduled hours per day. Time worked on Sundays shall be paid at the rate of double time for hours in excess of 44 hours in one week. For the purpose of calculating weekly hours the work week will run from Sunday to Saturday.

14.03 Where possible, overtime opportunities shall be distributed equally among the employees able to do the work in the department involved.



14.04 While it is agreed by both parties that overtime is not desirable, it is recognized that a reasonable amount of overtime is necessary for the efficient operation of the Company's business. The Company's policy will be to keep overtime to a minimum. If emergency conditions arise necessitating overtime, employees will co-operate with the Company and the overtime rates will be paid, as per 14.02. Parties acknowledge that all overtime will be completely voluntary.

For the purposes of paragraph two (2), any authorized leave for which an employee is compensated by the Employer shall be treated the same as vacation / sick days.

## **ARTICLE 15 - PAID HOLIDAYS**

### 15.01 (a)

(i) Under the conditions listed under article 15.01 (b), employees will be paid for the following holidays:

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

(ii) If an employee was not eligible as per 15.01 (b) on the actual Good Friday and Civic Holiday, he/she shall not be paid for these days when they are observed at the rescheduled date.

### 15.01 (b)

An employee is ineligible for this holiday payment who:

- (1) has not completed his probationary period with the Company;
- (2) has been laid off one week prior to the date of the holiday;
- (3) is on leave of absence in excess of thirty (30) days prior to the holiday;
- (4) is receiving EI Sick Benefits or Long Term Disability or Worker's Compensation payment.

15.02 An employee who is required to work on any of the holidays enumerated in Article 15.01 will receive his regular pay plus overtime at the rate of time and one-half (1 1/2 x) or, by mutual agreement between the Company and the Union, another day off in lieu at a time to be mutually agreed to by the employee and the Company.

## **ARTICLE 16 - PAID VACATION**

### **Definition of Gross Earning: Wages less Vacation Pay from Qualifying Year**

Note: Union will be involved before any decisions are made regarding vacation

16.01 All employees shall receive an annual vacation with pay, based on length of continuous service in accordance with the policy set out in the remainder of this Article.

16.02 The dates of the normal compulsory plant closure for vacation purposes will be posted on the bulletin board no later than January 31st in each calendar year.

16.03 The Company shall attempt to schedule vacations in accordance with dates requested by an employee, but reserves the right of approval considering the requirements of its operations.

16.04 The qualifying year shall be the twelve (12) month period between the first of June and the following thirty-first of May prior to the vacation period.

16.05 Employees who have less than one (1) year of continuous service at the end of a qualifying year will receive vacation pay amounting to 4% of gross earnings during the qualifying vacation year.

16.06 Employees who have completed one (1) full year of continuous service at the end of the qualifying year are entitled to a vacation pay of two (2) weeks at four percent (4.0%) of their gross earnings from the qualifying year, or thirty-seven and two-thirds ( $37\frac{2}{3}$ ) hours pay per week of entitlement at their regular rate, whichever is greater.

16.07 Employees who have completed two (2) years of continuous service at the end of the qualifying year are entitled to a vacation of three (3) weeks paid at two percent (2.0%) of their gross earnings during the qualifying year for each week, or thirty seven and two-thirds ( $37\frac{2}{3}$ ) hours pay per week of entitlement at their regular rate, whichever is greater.

16.08 Employees who have completed five (5) years of continuous service at the end of the qualifying year are entitled to a vacation of three and one-half (3.5) weeks for which they will be paid two percent (2.0%) of their gross earnings during the qualifying year for each week, or thirty-seven and two-thirds ( $37\frac{2}{3}$ ) hours per pay week of entitlement at their regular rate, whichever is greater.

16.09 Employees who have completed ten (10) years of continuous service at the end of the qualifying year are entitled to a vacation of four (4) weeks for which they will be paid two percent (2.0%) of their gross earnings from the qualifying year for each week, or thirty-seven and two-thirds ( $37\frac{2}{3}$ ) hours pay per week of entitlement at their regular rate, whichever is greater.

16.10 Employees who have completed fifteen (15) years of continuous service at the end of the qualifying year are entitled to a vacation of four and one half (4.5) weeks for which they will get paid two percent (2.0%) of their gross earnings from the qualifying year for each week, or thirty-seven and two-thirds ( $37\frac{2}{3}$ ) hours pay per week of entitlement at their regular rate, whichever is greater.

16.11 Employees who have completed twenty (20) years of continuous service at the end of the qualifying year are entitled to a vacation of five (5) weeks for which they will get paid two percent (2.0%) of their gross earnings from the qualifying year for each week, or thirty-seven and two-thirds ( $37\frac{2}{3}$ ) hours pay per week of entitlement at their regular rate, whichever is greater.

16.12 Employees who terminate for any reason will receive vacation pay in accordance with the preceding Articles 16.04 through 16.11 inclusive.

16.13 In the event that there is a plant shutdown **one (1) week vacation** must be taken at this time whether an employee is entitled to **one (1) week** vacation or not. Vacation pay will be based on entitlement as described above.

16.14 There can be no carryover of unused vacation to a succeeding year. Vacation entitlement must be taken by May 31 of each year unless the Company refused a vacation request which was not able to be rescheduled during the year.

## **ARTICLE 17 - REST PERIOD**

17.01 Employees shall be allowed two (2) fifteen (15) minute rest periods each shift.

## **ARTICLE 18 - CALL-IN PAY**

18.01 An employee called back to work after he has completed his assigned day's work and has not yet begun the following assigned day's work shall be paid on an overtime basis for actual time worked or shall be guaranteed four (4) hours pay at his normal hourly rate, whichever is the greater.

## **ARTICLE 19 - REPORTING FOR WORK**

19.01 An employee reporting for work at his scheduled starting time, who has not been instructed not to report to work shall be given four (4) hours of work or pay at his normal hourly rate in lieu of work. This provision shall not apply if the failure to receive notice was caused by the employee's absence or if the failure to provide work was caused by reason of a strike or other work stoppage, fire, or flood, or other weather conditions.

## **ARTICLE 20 - JURY DUTY**

20.01 An employee required to serve on a jury or subpoenaed as a Crown witness must notify his supervisor as soon as possible in order to make arrangements for appropriate leave. The Company shall reimburse the employee for any wages lost, less the amount of pay for jury duty.

## **ARTICLE 21 - BEREAVEMENT LEAVE**

21.01 a) Upon notification, an employee will be granted a leave of absence of up to four (4) days with pay for the purpose of attending to matters arising from the death of the employee's current spouse and the employee's children and/or step children.

**Note: Same sex partners are considered "spouse"**

21.01 b) Upon notification, an employee will be granted a leave of absence of up to three (3) days with pay for the purpose of attending to matters arising from the death of the employee's father, mother, step-mother, step-father, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother or sister or grandchild.

21.01 c) Upon notification, an employee will be granted a leave of absence of one (1) day with pay for the purpose of attending the funeral of a grandparent, brother-in-law or sister-in-law.

It is agreed that spouse shall include a common-law spouse. For the purposes of this article a common-law spouse shall be one who has been living with the employee in a marriage relationship for at least two (2) years and prior to the request for leave is represented in writing by the employee as the spouse. An employee will only be involved in one (1) marital relationship (whether legalized or common-law) at any one time.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.01(a) All leaves of absence as referred to in the Agreement shall be without pay.

(b) The Company may grant, at its discretion, a leave of absence without pay to any employee for a legitimate personal reason, and any person who is absent with such permission shall continue to accumulate seniority.

(c) Application for a leave of absence shall be submitted in writing at least one (1) week in advance of the date of the requested leave and shall specify the reason for the request. When a leave of absence is approved, such approval shall be in writing.

22.02 The Company agrees to grant one (1) employee elected to attend union business a leave of absence, provided the Company is given at least two (2) weeks notice, up to three leaves of absence during the fiscal year (June 1 – May 31) at a maximum of four (4) working days per leave.

The Company will agree to grant a second employee a leave of absence as defined previously based on production requirements.

22.03 Maternity leave will be granted to an employee in accordance with the Employment Standards Act.

22.04 When the Union Representative is authorized to miss shift(s) due to work on behalf of the Union, the Representative will receive his/her usual pay from the employer. The Employer will invoice the Local Union once per month to get reimbursement for the approved lost time wages and all associated benefit costs.

## **ARTICLE 23 - BULLETIN BOARDS**

23.01 The Company will provide a bulletin board for the use of the Union.

Such bulletins shall be for general information purposes and shall not contain material which may be deemed political, defamatory, controversial or abusive in nature. Management will retain the right to remove any notices which do not conform to the above.

## **ARTICLE 24 - HEALTH AND SAFETY**

24.01 The Company and the Union agree to conform to all the provisions of the **Occupational Health and Safety Act**, 1978, or as amended, and the Regulations for Industrial Establishments.

24.02 The Company, where it deems necessary, will provide the following safety equipment on a loan basis:

- \* masks/respirators
- \* shop coats/lab coats
- \* aprons
- \* ear protectors
- \* gloves
- \* goggles/glasses (non-prescription)

24.03 Employer to pay for one (1) pair of safety boots per year for M/S and Shipping employees at a maximum amount of \$150.00

## **ARTICLE 25 - UNION REPRESENTATIVE**

25.01 The Union agrees to furnish the Company with a list of names of employees who have been elected or appointed Union Officers, members of Committees, stewards authorized to represent the Union, and the Union will keep this list up to date. The Company will not recognize any such Officer, member of Committees, or Steward until written notice is given by the Union.

25.02 Stewards, members of committees, and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining the permission of the foreman or his designated representative, which permission shall not be unreasonably withheld.

25.03 No person shall engage in any Union activity on Company time within the plant or on the property of the Company, except as expressly provided in this Agreement.

25.04 An employee must have completed his probationary period before becoming a Steward.

## **ARTICLE 26 - NOTICE**

26.01 Notice shall be sent to the Company at its offices at P.O. Box 99, 21 Gilroy Street, Smiths Falls, Ontario, K7A 4S9.

Notice shall be sent to the Union as follows: hand delivered to the President and Recording Secretary of Local 4266 -- Unifor Union and mailed to a National Representative --Unifor Union at an address to be designated by the Union.

## **ARTICLE 27 - INSURANCE**

27.01 The Company will pay one hundred percent (100%) of the premiums for life insurance and major medical insurance. The employees will continue to pay one hundred percent (100%) of the long-term disability premium. Major medical includes extended health care and vision care.. Short term disability benefit is replaced by Employment Insurance (EI) Sickness Benefits or an equivalent government program.

27.02 The Company will maintain its current practice concerning sickness compensation (see Appendix B). The company agrees to not change current benefit levels without mutual agreement of the parties.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

28.01 It is the mutual desire of the parties hereto that complaints and grievances of the employees shall be adjusted as quickly as possible.

28.02 It is generally understood that an employee having a complaint shall first discuss it with his supervisor so that it may be resolved quickly, if possible. This will be done before lodging a formal grievance.

28.03 A grievance is defined as alleged violation, injustice or misinterpretation of the Collective Agreement. No grievance will be accepted unless it relates directly to the provisions of the Collective Agreement.

In the event that an employee is to be reprimanded by his supervisor, a shop steward or union official will be present. At that time the employee may waive that right.

Employee's grievances shall be settled in the following manner, and all time limits specified in the article shall be mandatory and may only be extended by mutual consent of the parties:

### Step I:

The grievance must be submitted by the employee in writing within five (5) working days from the occurrence giving rise to the grievance. The employee may request the assistance of his Steward when submitting the grievance to his supervisor. The supervisor shall give his answer, in writing, not later than five (5) working days after the grievance was first submitted.

Where the Department Steward is not available, the employee may request the assistance of any other Steward recognized as per Article 25.01

### Step II:

If the supervisor fails to give his answer to the grievance within the time limit set forth in Step I, or if the answer is unsatisfactory, the employee and/or the Steward may, within two (2) working days, take the grievance to the Manufacturing Manager who will give his decision in writing within five (5) working days.

### Step III:

If the Manufacturing Manager fails to give his answer to the grievance within the time limit set forth in Step II or if the answer is unsatisfactory, the matter of the grievance may be appealed within three (3) working days in writing to Step III by a letter addressed by the Union to the President requesting a meeting with him and/or his representative(s) to further deal with the grievance. The President shall set a date for such meeting within five (5) working days of receipt of the letter from the Union and notify the Union of the date. The National Representative of the Union may be present at the meeting. Within ten (10) working days of this meeting, the President shall give his answer to the grievance in writing, to the President of the Union.

28.04 The grievance over the dismissal of an employee who has completed his probationary period may be taken up in Step II of grievance procedure, omitting Step I.

28.05 A grievance of a general nature or a dispute over an alleged violation of the Agreement may be initiated by the Union or the Company in Step II of the grievance procedure, omitting Step I.

28.06 Unless the time limit has been extended by mutual Agreement, failure of the Union to respond or reply within the time limits prescribed above shall mean that the grievance is abandoned. Failure of the Company to reply within the time limits prescribed, unless the time limit has been extended by mutual Agreement shall allow the Union to proceed immediately to the next Step.

28.07 The Union recognizes that Stewards, members of committees, and Union Officers are required to perform regular duties as employees of the Company.

28.08 The Company acknowledges the right of the Union to select two (2) Stewards to assist the employees in presenting their grievances to the representative of the Company.

## **ARTICLE 29 - ARBITRATION**

29.01 Any grievance not satisfactorily settled under the grievance procedure set forth in Article 28.03, 28.04, and 28.05 may be submitted to Arbitration.

29.02 The party desiring to submit the grievance to arbitration shall so notify the other party, in writing, within thirty (30) working days of the answer submitted by the President or his designate at Step III. If no written request for arbitration is received within thirty (30) working days after the answer is given by the President or his designate, the grievance shall be deemed to have been settled in accordance with the decision made by the President and shall not be submitted to arbitration or be arbitrable.

29.03 Within five (5) working days of receiving such notice the other party shall, in writing, submit the name of its appointee to the Arbitration Board. Failure to so designate an appointee shall permit the party proposing arbitration to request the designation of an appointee for the defaulting party by the Minister of Labour of the Province of Ontario.

29.04 Two (2) appointees so designated under 29.02 and 29.03 above shall within seven (7) working days from the date of designation of the latter appointee, select a third person to act as Chairman of the Arbitration Board.

29.05 Should the two (2) appointees be unable to agree on the choice of the Chairman within the time set forth in 29.03 above, either party may request that a Chairman be appointed by the Minister of Labour of the Province of Ontario.

29.06 The Arbitration Board shall call the parties together for a hearing within fifteen (15) days from the date of the appointment of the Chairman.



29.07 The parties shall each pay the cost of the services of their respective appointees and shall share equally the cost of the service of the Chairman.

29.08 The findings and decisions of the Arbitration Board shall be submitted in writing and shall be final and binding on both the Union and the Company.

29.09 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement; nor to deal with any matter not covered by this Agreement nor to alter, modify, or amend any part of this Agreement, it being understood that any matter not specifically set forth herein remains with the reserved rights of the Company.

### **ARTICLE 30 - DISCHARGE AND SUSPENSION CASES**

30.01 A Union Representative shall be informed by the Company of the discharge or suspension of an employee within a very short time after the employee is so notified.

30.02 In the event that an employee has been discharged or suspended and alleges that he has been unjustly dealt with, he may ask for and receive from the Company the reasons for his discharge or suspension in writing.

30.03 All preliminary steps of the Grievance Procedure prior to Step II will be omitted in such discharge or suspension cases.

30.04 A discharged or suspended employee will be permitted an interview with the Steward for a reasonable period of time before leaving the plant.

### **ARTICLE 31 – MAKE UP FOR LOST TIME FOR MEDICAL APPOINTMENTS**

30.01 The company will allow employees who have to attend medical appointments the ability to make up that lost time within the pay period in which the appointment occurred. It is clearly understood, that this is not misinterpreted as a members ability to change the normal work week hours.

**ARTICLE 32 – PAID EDUCATION LEAVE**

31.01 The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto ON M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service. Maximum allowable leave for this program is two (2) weeks per year

**ARTICLE 33 – SOCIAL JUSTICE FUND**

32.01 The Company agrees to pay into a special fund, two hundred and fifty dollars (\$250.00), per year, in each year of this Agreement, for the Union's Social Justice Fund. Payments will be made on a yearly basis, within thirty (30) days of the anniversary date of this Agreement. Such contributions shall be sent by the Company to following address;

UNIFOR Social Justice Fund  
205 Placer Court  
Toronto, Ontario M2H 3H9

Cheques shall be made payable to the UNIFOR Social Justice Fund.

**ARTICLE 34 - WAGES**

34.01 The parties agree that the wage rates shown in Appendix A shall apply during the term of this Agreement.



## APPENDIX A

## WAGE RATES

Class	Effective	Start	6 Month	12 Month	18 Month	24 Month
1 Janitor	Oct.1/19	<u>16.25</u>	<u>16.61</u>	<u>16.97</u>	<u>17.31</u>	<u>17.67</u>
Operator	Oct.1/20	<u>16.66</u>	<u>17.03</u>	<u>17.39</u>	<u>17.74</u>	<u>18.11</u>
Assembler	Oct.1/21	<u>17.03</u>	<u>17.41</u>	<u>17.78</u>	<u>18.14</u>	<u>18.52</u>
2 Shipper/Receiver	Oct.1/19	<u>18.20</u>	<u>18.56</u>	<u>18.93</u>	<u>19.29</u>	<u>19.64</u>
Set-up Operator	Oct.1/20	<u>18.66</u>	<u>19.02</u>	<u>19.40</u>	<u>19.77</u>	<u>20.13</u>
Assembler/Tester	Oct.1/21	<u>19.08</u>	<u>19.45</u>	<u>19.84</u>	<u>20.21</u>	<u>20.58</u>
3 Machinist B	Oct.1/19	<u>19.93</u>	<u>20.27</u>	<u>20.63</u>	<u>20.99</u>	<u>21.35</u>
Woodworker B	Oct.1/20	<u>20.43</u>	<u>20.78</u>	<u>21.15</u>	<u>21.51</u>	<u>21.88</u>
Shipper/Receiver	Oct.1/21	<u>20.89</u>	<u>21.25</u>	<u>21.63</u>	<u>21.99</u>	<u>22.37</u>
5 Machinist A	Oct.1/19	<u>22.38</u>	<u>22.76</u>	<u>23.11</u>	<u>23.45</u>	<u>23.83</u>
	Oct.1/20	<u>22.94</u>	<u>23.33</u>	<u>23.69</u>	<u>24.04</u>	<u>24.43</u>
	Oct.1/21	<u>23.46</u>	<u>23.85</u>	<u>24.22</u>	<u>24.58</u>	<u>24.98</u>
6 Student	Oct.1/19	<u>13.71</u>				
	Oct.1/20	<u>14.05</u>				
	Oct.1/21	<u>14.37</u>				
7 Machinist AA	Oct.1/19	<u>26.80</u>	<u>27.27</u>	<u>27.69</u>	<u>28.12</u>	<u>28.57</u>
	Oct.1/20	<u>27.47</u>	<u>27.95</u>	<u>28.38</u>	<u>28.82</u>	<u>29.28</u>
	Oct.1/21	<u>28.09</u>	<u>28.58</u>	<u>29.02</u>	<u>29.47</u>	<u>29.94</u>

October 1, 2019 Student minimum wage \$13.15 per hour

NOTES: (Union will be involved every step of the way when wages are being discussed with numbers 1 through 5)

- 1) Employee with advanced skills may be hired above respective starting rate.
- 2) Department Lead Hand receives premium of \$1.00/hr.
- 3) Apprentice or trainee receives 65% to 85% of respective starting rate.
- 4) At each six (6) month interval and until the employee reaches the final level of his classification, Management shall conduct, as an exclusive right, the review of the employee's performance and his rate shall be increased to the next pay level of his classification.  
Should the employee's performance not be deemed satisfactory, Management shall take appropriate measures to ensure that the employee's performance is at a satisfactory level; such measures may include disciplinary procedures up to and including discharge.  
Nothing in this article will prevent the Employer from conducting performance reviews of its employees at any other time as it deems it appropriate.
- 5) Management agrees to notify the union of rate changes as they occur.
- 6) **Employees will be entitled to two (2) paid Emergency Leave Days per year**

**APPENDIX B**  
**Accrual Period: June 1 – May 31**

**SICKNESS COMPENSATION**

After 1 year service:

5 days allowance, per annum, cumulative to a maximum of 10 days

After 5 years service:

7 days allowance, per annum, cumulative to a maximum of 14 days

After 10 years service:

10 days allowance, per annum, cumulative to a maximum of 20 days

This compensation is effective during the first week of any absence due to sickness.

Note: Once sick days have been used, they begin again to be accumulated.

Note from Doctor required for absence due to illness of 4 or more consecutive work days.

Note from Doctor required after extended illness of more than 8 consecutive work days, stating employee is fit to resume normal duties.

**APPENDIX C****1. Janitorial**

The janitorial duties and hours of work as presently performed will continue to be performed for the duration of the Agreement unless mutually changed by the parties to this Agreement.

1. "Work and hours as presently performed" shall be understood to mean
  - whereas, all current employees are fully employed at their present classification the janitorial work may be performed by a contractor
  - as a make/up job for those persons with a reduction of hours during "slow periods."
  - or, where specialized equipment is required that can only be provided by the contractor (i.e. carpet cleaning, floor stripping machinery twice per year)

**2. Part-time**

No part timer(s) shall be utilized until all qualified person(s) on lay off have been recalled to perform the work. Those accepting recall will be paid at their applicable rate of pay and benefit coverage at (10%) above their rate of pay, up to the 20 hours/week threshold, whereas, they will be enrolled on the benefit plan with the carrier. Where there are no qualified persons accepting recall the following applies:

- (a) Part-time employees will accumulate seniority on a pro-rata basis on hours worked.
- (b) They will be reimbursed for paid holidays on the basis of the hours that would have been worked on the part-time schedule – **Please refer to Appendix G.**
- (c) The employee will be paid an additional fifteen cents (\$0.15) per hour in lieu of all other benefits, except for vacation for which the employee will be paid four percent (4%) of wages – **Please refer to Appendix G.**
- (d) The Company agrees it will not hire more than five (5) part-time workers across the following 4 departments as listed below:

For the purpose of this article, the departments are:

- 1) Electrical department
  - 2) Machine shop
  - 3) Wood working shop
  - 4) Shipping / Receiving
- (e) Part-time employees will be hired at the class 1 level.

**APPENDIX D****PENSION:**

The Company will continue to maintain a pension plan to which contributions will be as follows:

Company and Employee contributions as outlined below are mandatory. The employee's contribution of 1.0% of his yearly earnings is mandatory. This does not preclude the employee from contributing additional amounts up to the maximum allowable contributions.

<u>Company</u>	<u>Employee</u>
3.6%	1.00%

The above percentage figures are calculated on base wages.



**APPENDIX E**

In order to document the understanding reached during negotiations on June 6, 1990, it is agreed that the Technician Class 4 and its work have been voluntarily removed from the bargaining unit and will henceforth be referred to as the Technical Services Group.

**APPENDIX F**

On a meeting held January 26, 2010, between the Company and Bargaining Unit representatives, it was agreed that there would be a mid-agreement wage adjustment of 2% for all members of the bargaining unit; this increase will commence on the first pay date in April (Thursday, April 8, 2010), with an effectivity date of March 29, 2010.

**APPENDIX G – October 1, 2010****Temporary. Student and Regular Part –Time Employees**

This Appendix is intended for the purpose of distinguishing between temporary part-time employees and regular employees working a reduced work week and replaces paragraph b) and c) in Appendix C.

**Temporary Employees**

Temporary employees may be hired from time to time without any expectation that the position will become permanent. Temporary employees may work full-time or part-time hours and this may vary week to week. Temporary employees will be hired at the Class 1 level. Temporary employees will pay union dues starting from the date of hire. Temporary employees will not be included in the company group health benefit plan or Company Pension Plan but will be paid a premium of 0.15 cents an hour in lieu of benefits. Vacation pay and Statutory Holiday Pay will be calculated based on the Ontario Employment Standards Act.

Should the status of a temporary employee be changed to that of a regular full time employee, the following applies:

- Seniority will be pro-rated based on actual hours worked plus stat. holidays
- Normal eligibility requirements based on seniority date for Group Health Benefit plan and Company Pension plan remain in effect

Should the status of a temporary employee become permanent part-time the employee classification will change to Regular Part-Time Employee.

**Student Employees**

A student employee must be enrolled in a Secondary or Post-Secondary Educational Institute on a part-time or full-time basis while employed at Guildline. Company agrees to notify the Union when there is any change in this status. During the school term a student employee will be limited to a maximum 20 hours per week and outside of the school term limited to a maximum of 37.67 hours per week. Company agrees that union agreement is required if maximum hours are exceeded. Student employees will receive pay as per Appendix A. Student employees will pay union dues starting from the date of hire. Student employees will not be included in the Company Group Health benefit plan or Company Pension Plan. Vacation Pay and Statutory Holiday Pay will be calculated based on the Ontario Employment Standards Act.

No student(s) shall be utilized until all qualified person(s) have been requested to work or those on lay off have been recalled to perform this work.

**Regular Part-Time Employees**

A regular part-time employee classification includes regular employees that hold permanent positions within the bargaining unit and are working a reduced work week (less than 37.67 hours per week). This includes the following:

- Employees working in permanent part-time positions
- Employees on lay-off who have accepted recall for part-time hours
- Employees accepting part-time hours rather than lay-off
- Employees that have requested in writing a reduction in normal working hours and the Company has agreed to accommodate

This classification does not include regular full-time employees that are enrolled in a government work sharing programme.

Regular part-time employees will be paid at their normal rate of pay and receive increases as per Appendix A. They will pay union dues and will be included in the Company Pension Plan. They will be included in the Company Group Health Benefit Plan, providing they work a minimum of 20 hours per week. Employees working less than 20 hours per week will be paid benefit coverage at (10%) above their rate of pay, up to the 20 hours/week threshold. Vacation pay will be calculated based on 4% of earnings for the one (1) week plant shutdown and additional weeks will be based on the remaining accrued vacation amount which is calculated based on the qualifying year's earnings and the following table. Allowance for eligible number of sick days will be pro-rated based on the number of hours worked per week. Statutory Holiday Pay will also be pro-rated based on the number of hours worked per week.

**Vacation Accrual Table – In effect until June 1, 2017**

<b>Qualifying Period is 12 months prior to the Vacation Period</b>	<b>Years of Service</b>	<b>Vacation Accrual %</b>
June 1 to May 31	1 – 4	4%
	5 – 9	6%
	10 – 14	7%
	15 – 24	8%
	25+	10%

**Please refer to Letter of Understanding Vacations**

**Vacation Accrual Table – Effective June 1, 2017**

<b>Qualifying Period is 12 months prior to the Vacation Period</b>	<b>Years of Service</b>	<b>Vacation Accrual %</b>
June 1 to May 31	< 2	4%
	2 – 4	6%
	5 – 9	7%
	10 – 14	8%
	15 – 19	9%
	20+	10%

**Please refer to Article 16 – Paid Vacation**

**LETTER OF UNDERSTANDING**

Pursuant to the renewal of the Collective Agreement

For the purposes of clarifying the present practice of Management relating to the advance of funds for employees receiving Sickness Benefits Management agrees to continue the following:

“If requested by an employee, the Company will advance payment equal to the weekly benefits to which such employee is entitled to against future moneys payable, in the event such employee has not received payment by the Friday of the second week after the calendar week in which a properly completed form is submitted. The employee will reimburse the Company in full once the employee is in receipt of the benefit payment..”

**LETTER OF UNDERSTANDING**

“Vision care will be increased to \$300.00 for employees and their dependants each two (2) years.”

**LETTER OF UNDERSTANDING**

PRESCRIPTION DRUG PLAN COVERAGE – Under the benefit plan for prescription drugs, Employee will pay for 20% of the drug cost plus the dispensing fee.

**LETTER OF UNDERSTANDING**

Company agrees to provide to a maximum of 2 hours an indoctrination period for new hires with the Union.

**LETTER OF UNDERSTANDING**

Company agrees, in the event of a permanent closure, to sit with the Union to discuss the possibility of a severance package.

**LETTER OF UNDERSTANDING**

Hearing aids covered at \$1,000 every 5 years

**LETTER OF UNDERSTANDING**

Company agrees to pay the lost time wages for the Guildline Instruments Ltd bargaining committee members

**LETTER OF UNDERSTANDING**

**SEPTEMBER 21, 2016**

**ARTICLE 16 - PAID VACATION**

16.01 All employees shall receive an annual vacation with pay, based on length of continuous service in accordance with the policy set out in the remainder of this Article.

16.02 The dates of the normal compulsory plant closure for vacation purposes will be posted on the bulletin board no later than January 31st in each calendar year.

16.03 The Company shall attempt to schedule vacations in accordance with dates requested by an employee, but reserves the right of approval considering the requirements of its operations.

16.04 The qualifying year shall be the twelve (12) month period between the first of June and the following thirty-first of May prior to the vacation period.

16.05 Employees who have less than one (1) year of continuous service at the end of a qualifying year will receive vacation pay amounting to 4% of gross earnings during the qualifying vacation year.

16.06 Employees who have completed one (1) full year of continuous service at the end of the qualifying year are entitled to a vacation of two (2) weeks for which they will be paid 4% of their gross earnings during the qualifying year.

16.07 Employees who have completed five (5) years of continuous service at the end of the qualifying year are entitled to a vacation of three (3) weeks for which they will be paid 4% of the gross earnings during the qualifying year plus one (1) week at the basic wage rate applicable at the time of vacation.

16.08 Employees who have completed ten (10) years of continuous service at the end of the qualifying year are entitled to a vacation of three and one-half (3 1/2) weeks for which they will be paid 4% of gross earnings during the qualifying year plus one and one-half (1 1/2) weeks at the basic wage rate applicable at the time of vacation.

16.09 Employees who have completed fifteen (15) or more years of service at the end of the qualifying year are entitled to a vacation of four (4) weeks for which they will be paid 4% of gross earnings during the qualifying year plus two (2) weeks pay at the wage rate applicable at the time the vacation is taken.

16.10 Employees who have completed twenty-five (25) or more years of service at the end of the qualifying year are entitled to a vacation of five (5) weeks for which they will be paid four percent (4%) of gross earnings during the qualifying year plus three (3) weeks pay at the wage rate applicable at the time the vacation is taken.

16.11 Employees who terminate for any reason will receive vacation pay in accordance with the preceding Articles 16.04 through 16.10 inclusive.

16.12 In the event that there is a plant shutdown **one (1) week vacation** must be taken at this time whether an employee is entitled **to one (1) week vacation** or not. Vacation pay will be based on entitlement as described above.

16.13 There can be no carryover of unused vacation to a succeeding year. Vacation entitlement must be taken by May 31 of each year unless the Company refused a vacation request which was not able to be rescheduled during the year.

16.14 **Employees are required to give two (2) weeks notice to the Company prior to the start of the requested vacation period when requesting more than one (1) consecutive day of vacation.**

**For the Company**

**Unifor and its Local 4266**

\_\_\_\_\_  
Richard Timmons

\_\_\_\_\_  
Judy McMullen

\_\_\_\_\_  
Sharon Hughes

\_\_\_\_\_  
Kim Kennedy

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Ron Girardin  
National Representative



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