

# **COLLECTIVE AGREEMENT**

BETWEEN:

**COLUMBIA FINISHING MILLS, INC.**

AND

**UNIFOR, AND ITS LOCAL 4266**



**January 1, 2020 to December 31, 2023**

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COLLECTIVE AGREEMENT entered into Cornwall, Ontario, as of the **1<sup>st</sup> day of January 2020**.

BY AND BETWEEN:

COLUMBIA FINISHING MILLS, INC.

(Cornwall, Ontario Plant)

(hereinafter called "The Employer" and/or "The Company")

AND:

UNIFOR AND ITS LOCAL **4266**

(Hereinafter called "The Union and the Employees")

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Employer and the Union and Employees, and

WHEREAS it is mutually recognized that the Employer must maintain a strong market position by the use of modern methods and equipment designed to improve quality and reduce costs; and

WHEREAS it is mutually agreed that to accomplish this purpose the Union and employees accept the principles of continual improvement in quality and employee productivity and the Employer accepts the principle of providing favourable working conditions, consistent with the processes used;

WITNESSETH that the Employer, the Union and the employees do hereby, each in consideration of the other entering into this Agreement, covenant and agree with each other as follows:

## **ARTICLE 1: AGENCY OF UNION**

- 1.01 The Union having represented that it has been designated by a majority of the employees as their exclusive bargaining agent for the purpose of collective bargaining with the Employer and having been duly certified by the Ontario Labour Relations Board, the Employer hereby recognizes the Union during the term of this Agreement as the sole and exclusive collective bargaining agency with respect to wages, hours of work, and other working conditions as provided for in this Agreement, for all of the Employer's employees at its Cornwall, Ontario Plant included in the wage classifications listed herein, excluding executive, administrative, and other salaried employees, department clerks and office employees, managers, superintendents, supervisors, foremen, foreladies, plant protection employees, all employees having the right to hire, promote, discipline, discharge or otherwise effect changes in the status of employees or effectively to recommend such action, all representatives of the Employer in its relations with the Union and Employees. Under normal conditions bargaining unit employees will do work generally associated with the wage classifications herein except in case of:
- (a) Training of employees.
  - (b) Providing assistance which is required due to the production difficulties.
  - (c) Unavailability of qualified bargaining unit employees.
  - (d) Cases of injured employee (WSIB case) who can perform light duties, if work is available.

## **ARTICLE 2: OBSERVANCE OF AGREEMENT**

- 2.01 The Union and the Employer each agrees that it will respectively perform in good faith the terms and provisions of this Agreement and will exercise all disciplinary powers which respectively they may possess to secure or enforce due performance of this Agreement.
- 2.02 The Union and employees recognize that it is the exclusive function and right of the Company to operate and manage its business in all respects, except where any rights to do so have been specifically restricted by the terms of this Agreement.

### **ARTICLE 3: DISCRIMINATION/HARASSMENT**

**3.01** 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 expression, age, marital status, family status or disability.

**Where the term spouse or partner is used in this Agreement, it shall also mean same-sex spouse or partner.**

**3.02** **Discrimination against Employees**

During the term of this Agreement there will be no discrimination against any employee covered by this Agreement because of union activity or otherwise, it being understood that any appropriate disciplinary action against the employee shall not constitute discrimination.

### **ARTICLE 4: UNION MEMBERSHIP-CONDITION OF EMPLOYMENT**

**4.01** It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, no later than the forty sixth (46th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall no later than the forty sixth (46th) day following the beginning of such employment become, and thereafter remain members in good standing shall be maintained by the timely payment, and or tender of initiation fees and Union Dues.

### **ARTICLE 5: PROBATIONARY PERIOD**

**5.01** A new employee shall be deemed a probationary employee for forty-five (45) calendar days or thirty-three (33) days of work, whichever is shorter, which shall constitute a probationary period. However, if the employee is kept on after serving his probation period, the said employee shall have his Mill seniority back dated to original date of hiring. Probationary employees shall not be subject to

the provisions of this Agreement and, without limiting the generality of the foregoing, the layoff or termination of a probationary employee shall not be made the subject of the grievance and arbitration provisions of this Agreement.

- 5.02** The Employer, in its discretion, may reduce the trial period referred to in (a) above if the employee has had prior experience in production sufficient to warrant such consideration. Employees having successfully completed such trial period and having been active employees within one (1) year of rehire shall not be subject to such trial period.

#### **ARTICLE 6: UNION COMMITTEE**

- 6.01** In matters of Labour Management relations the Employer shall recognize two (2) Union members as designated by the membership and communicated to Management, all of which shall be employees of the Employer. Any in-plant meetings between the Union and Management will consist of two (2) members of the Union, one (1) of which must be from the designated members as per the above. Negotiations and grievance procedures will involve the two (2) man committee. The Company and the Union shall meet once per month. The Union agrees to supply the Employer with the names of the members of the Committee and changes thereto. Negotiations and grievance procedures will involve the two (2) man committee.
- 6.02** The Employer shall compensate members of the Union Committee for time lost from scheduled work while participating in grievance meetings mutually scheduled in advance.

#### **ARTICLE 7: GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01** Preliminary Step: Should any employee have a complaint or grievance promptly take the matter up with his immediate supervisor.
- Step One: If the complaint or grievance is not settled between the employee and the supervisor, as provided in the preliminary step, the aggrieved employee and a union committee member will take the matter up with the immediate supervisor within **five (5)** working days. If the grievance is not settled to the mutual satisfaction of the parties within **five (5)** working days of the presentation of the grievance, the second step may be taken.

Step Two: The Union Committee and/or the employee will present the grievance in writing to Management. The Company will have five (5) working days to answer in writing.

Step Three: If still not resolved, the Union Committee will immediately notify the Unifor Staff Representative, who will set up a meeting with the Plant Manager. This meeting will take place within thirty (30) days after completion of Step Two. The Company will answer in writing to the Unifor Representative copying the Local Union within five (5) working days after the meeting. In the event the grievance is still not settled, it may be referred to arbitration. Any dispute involving discipline, suspension, and/or discharge shall receive priority and commence at Step Two.

## **7.02 Arbitration**

In the event arbitration is to be invoked, the request must be made in writing within thirty (30) working days of the reply in Step Three or such time as mutually agreed to.

Step One: Both parties will attempt to agree in selecting a single arbitrator to hear the case.

Step Two: If unable, within a reasonable period of time, to agree on a single arbitrator, the Minister of Labour shall be asked to appoint an arbitrator.

Step Three: The arbitrator shall meet with both parties as soon as possible to hear the case.

**7.03** The arbitrator shall not have jurisdiction to alter or change the provision of this Agreement or to substitute new provisions in lieu thereof, nor to give a decision inconsistent with the terms or provisions of this Agreement. He shall, however, have authority to alter or amend a disciplinary or discharge penalty. Failure to submit a grievance, or to proceed to the next step of the Grievance Procedure within the times provided for herein shall constitute a bar to further action thereon.

**7.04** It is agreed that the time limits set forth in this article are mandatory except where they may be extended by mutual consent of the parties to this Agreement in writing. The Company and Union agree that such request per above will not be unreasonably denied.

**7.05** Any grievance which arises directly between the employer and the Union concerning the interpretation, application, administration or alleged violation of the provision of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing ten (10) days of the occurrence of the matter giving rise to the grievance. A meeting between the parties shall be held within ten (10) days after notice has been given. The



decision of the party being grieved against shall be given in writing within five (5) working days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration as set out above.

**7.06** The parties will each pay half (½) of the remuneration and expenses of the arbitrator selected by them or appointed by the Minister.

#### **ARTICLE 8: DISCHARGE OF EMPLOYEE**

**8.01** Except for employees during their **probationary** periods, no employee shall be discharged without justifiable cause. Any discharge alleged to be unjustifiable shall be treated as any other grievance under the present Agreement. In the event that an employee is unjustly discharged and the same is proved to the satisfaction of the Arbitrator, then the employee is to be reinstated with compensation for lost time as determined by the Arbitrator, it being understood that there shall be deducted from the award any amounts earned in other employment.

#### **ARTICLE 9: REDUCTION IN WAGE RATES**

**9.01** There shall be no reduction in the wage rates in any classification during the life of this Agreement.

#### **ARTICLE 10: COMPENSATION FOR REPORTING TO WORK**

**10.01** Employees reporting for work on any regularly scheduled work day, who were not notified on the previous date or prior thereto that there would be no work, shall be compensated for at least four (4) hours of work, unless the failure to furnish any work is due to mechanical failure or causes beyond the control of the Employer.

**10.02** In the event an employee has left the premises after his normal shift and is recalled to the Plant for emergency reasons, the employer shall provide work corresponding to a minimum of four (4) hours pay at time and one half. However, if less time is required of the employee, he may, at his option, leave the premises after he has finished the work required and in that event shall be paid for the time actually worked or for four (4) hours at straight time, whichever is greater. This provision shall not apply to employees who have been scheduled

to work overtime immediately preceding or following their normal shifts nor shall it apply to hours scheduled before an employee leaves the premises.

**ARTICLE 11: WAGES**

**11.01** Wages shall be paid in accordance with the following schedule:

<b>CLASSIFICATION</b>	<b>JAN.1/19</b>	<b>JAN. 1/2020 2%</b>	<b>JAN. 1/2021 2.5%</b>	<b>JAN. 1/2022 4%</b>
Utility Help	\$12.91	<b>\$14.00</b>	<b>\$14.28</b>	<b>\$14.64</b>
<b>Probationary Period</b>	\$16.70	<b>\$17.03</b>	<b>\$17.46</b>	<b>\$18.16</b>
Machine Operator	\$17.53	<b>\$17.88</b>	<b>\$18.33</b>	<b>\$19.06</b>
Multiple Machine Operator/Shipper Receiver	\$18.59	<b>\$18.96</b>	<b>\$19.43</b>	<b>20.21</b>

**11.02** *Job Posting*

- (a) The parties agree that there shall be two types of seniority:
  - i. Job Classification Seniority
  - ii. Mill Seniority
- (b) Job Classification Seniority: to accrue to an employee to the date employee was promoted to the job classification.
- (c) Mill Seniority: shall accrue to an employee from the original date of hire.
- (d) Promotions from one job to the next shall be on the basis of job classification seniority.
- (e) Employees next in line with an opportunity of demonstrating ability to fill a vacant position. Should job classification seniority be equal between two (2) or more employees, Mill Seniority shall govern.

**11.03** *General Maintenance*

The rate for this position will be paid for work performed for one (1) or more full shifts.

## ARTICLE 12: WORKING HOURS

- 12.01** The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. Nothing contained herein shall limit the Company's right to amend the hours of work or work schedule in any section or in the plant as a whole, but that any changes will be discussed with the Union Committee and or the employee(s) affected prior to their implementation. The Company agrees that any changes in working hours will normally be for the benefit of our customers. Where practical, the Company will give the Union and the Employee at least one (1) weeks' notice of intended change in regularly scheduled work.
- 12.02** Normal hours of work shall be 8 a.m. to 4 p.m., Monday to Friday. If an employee works four (4) hours past his scheduled shift or is required to report for work four (4) hours prior to the start of his scheduled shift, he will receive a meal allowance of six dollars (\$6.00).
- 12.03** (a) All work done in excess of eight (8) hours in any regular work day and all work done on an employee's scheduled day off shall be paid for at a rate of time-and-one-half of the employee's rate of pay during the overtime hours actually worked.
- (b) Ten dollars (\$10.00) will be given to each member while on overtime.
- 12.04** Work done on employee's second scheduled day off shall be paid for at the rate of double the employee's rate of pay during the overtime hours actually worked.
- 12.05** Paid lunch break will be scheduled by the Company between the hours of 11:30 a.m. and 12:30 p.m. Paid lunch break will be of twenty-five (25) minutes duration from the time the employee leaves his/her work station until the time he/she returns.
- 12.06** Two fifteen (15) minute breaks will be provided to each employee during each eight (8) hour day. The break period will begin when the employee leaves his/her work station and ends when he/she is back at his/her station. The time when the breaks shall occur will be determined by Management.
- 12.07** When overtime is worked in excess of one and one half (1 1/2) hours beyond the regular eight (8) hour shift, then an additional fifteen (15) minute break will be given at the first opportunity after the end of the regular shift.
- 12.08** The parties agree that a reasonable amount of overtime may be necessary for the efficient operation of the Company's business and agree that the employees may be required to perform overtime work. It is understood that the Employer will attempt to provide employees with as much advance notice as practical. Qualifications to perform work requirements being equal, the Employer agrees

not to be discriminatory in overtime assignments. Overtime shall be divided equally among employees.

**12.09**      ***Protective Equipment***

The Employer will grant an annual allowance of up to three hundred dollars (\$300.00) for the purchase of approved safety shoes and work clothing to be worn during working hours. Only one (1) pair safety of shoes is allowed per employee per year. Each employee must submit an itemized receipt for reimbursement.

**ARTICLE 13: LEGAL AND RELIGIOUS HOLIDAYS**

**13.01**      Employees shall have the right to abstain from work, without pay, on any religious holiday with the consent of the Employer, upon giving seven (7) days' notice to the Employer.

**13.02**      The following holidays will be paid for to all employees on the payroll at least thirty-one (31) days, at regular straight time rates, even though no work is done, it being understood that to be eligible for such holiday pay, the employee must also work his/her full shift on the regularly scheduled working day immediately preceding and immediately following the holiday, unless he/she is absent for reason of personal illness as certified by a note from a medical doctor. Each employee will be allowed one (1) paid holiday per calendar year when the employee is absent on a regularly scheduled work day before or after the holiday due to personal illness, without the need for a doctor's certificate. The Company shall excuse legitimate lateness, vacation time off, and other approved time off.

New Years' Day	Civic Holiday
January 2nd	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Family Day

All hours worked on any of the foregoing named holidays shall be paid at time and one half (1½) the regular rate of pay and shall also receive the holiday pay, if eligible.

**13.03**      If one of the above holidays falls on Saturday, it shall be observed on the Friday preceding, and if the holiday falls on Sunday, it shall be observed on the Monday next succeeding.

**13.04** The Company will not pay for a holiday when an employee is receiving W.I., LTD, or WSIB benefits for that holiday.

**13.05** ***Floating Holiday***

All employees will be allowed to take two (2) floating holiday day or sixteen (16) hours of with pay (in-lieu-of Remembrance Day) to be taken one (1) worker at any one time at the employee's choice on the first come first served basis. Remembrance Day will now become a regular working day.

**ARTICLE 14: UNION DUES**

**14.01** For the term of the present Agreement, the Employer undertakes each week to deduct from the wages of all its employees who are covered by this Agreement an amount of union dues and assessments according to a scale to be provided by the Union, and to transmit the amount so deducted to the Union at the end of each month. The Union and employees agree to hold the Employer free from all liability in the matter of deduction and collection of Union dues and assessments, except that the Employer shall exercise ordinary diligence and care in the transmittal of such monies.

**ARTICLE 15: VISITS TO PLANT**

**15.01** Not more than two (2) duly authorised officers of or representatives of the Union shall at all reasonable business hours have access to the Employer's Cornwall Plant with the prior approval of the Plant Manager, for the purpose (which shall be disclosed to him) of dealing with any specific complaint, condition or other matter arising out of or pertaining to this Agreement or its operation in relation to the parties thereto, and such representative of the Union and the Employer shall together cooperate so as to enable any such matter to be investigated, dealt with and disposed of as satisfactorily and as expeditiously as possible, but not so as to disturb the business of the Employer. All discussions between the Employer and the Union representatives shall take place in an office designated by the Employer.

## **ARTICLE 16: PAYMENT OF WAGES**

**16.01** All wages earned during each calendar week shall be paid, at the conclusion of the shift, on the following Wednesday.

## **ARTICLE 17: VACATION WITH PAY**

**17.01** The Company shall grant vacation with pay in accordance with the following schedule:

- (a) A vacation with pay of two (2) weeks upon completion of the first year of employment and each year thereafter; and
- (b) A vacation with pay of three (3) weeks upon completion of five (5) years of employment and each year thereafter; and
- (c) A vacation with pay of four (4) weeks with completion of twelve (12) years of employment and each year thereafter; and
- (d) Five weeks of vacation after twenty-one (21) years of employment and each year thereafter; and
- (e) Six weeks of vacation after twenty-five (25) years of employment and each year thereafter.

**17.02** The Vacation Year for Calculation Purposes shall be from June 1<sup>st</sup> of each year (calendar) and shall continue through May 31<sup>st</sup>, of the following year.

- (a) For twelve (12) months' service the percentage will be four percent (4%) of yearly earnings of forty (40) hours per week whichever is the greatest.
- (b) In the case of a three week (3) vacation, the amount of the pay for the vacation shall be an amount equal to six percent (6%) or three (3) weeks' pay of the total pay of the employee in the year for which the vacation is given.
- (c) In the case of a four week (4) vacation the amount of pay for the vacation shall be an amount equal to eight percent (8%) or four weeks' pay of the total pay of the employee in the year for which the vacation is given.
- (d) In the case of a five week (5) vacation the amount of pay for vacation shall be an amount equal to ten percent (10%) or five (5) weeks' pay of the total pay of the employee in the year for which the vacation is given.

- (e) In the case of a six (6) week vacation, the amount of pay for vacation shall be an amount equal to twelve (12%) percent or (6) six weeks' pay of the total pay of the employee in the year for which the vacation is given.

**17.03** Payment in Lieu of Vacation: Where an employee has less than one (1) year's employment or the employment of an employee is terminated for any cause, the employee shall be paid at the time of termination the following:

- (a) An amount equal to four percent (4%) of the total pay of the employee in the first twelve (12) months of employment or any part thereof; and
- (b) An amount equal to four percent (4%) of the total pay of the employee in each succeeding twelve (12) months of employment, or any part thereof, or forty (40) hours, whichever is greater; and
- (c) An amount equal to six percent (6%) of the total pay of the employee after five (5) years of employment or three (3) weeks' pay whichever is greater and in each succeeding twelve (12) months of employment any part thereof; and
- (d) An amount equal to eight percent (8%) of the total pay of the employee after twelve (12) years of employment or four (4) weeks' pay whichever is greater and in each succeeding twelve (12) months hereafter.
- (e) An amount equal to twelve (12%) percent of the total pay of the employee after twenty-five (25) years of employment or six (6) weeks' pay whichever is greater and in each succeeding twelve (12) months thereafter.

**17.04** *Period of Vacation*

Each employee shall be given the opportunity to take their vacation to which they are entitled to during the months from June 1<sup>st</sup> to May 31<sup>st</sup>. However, the foregoing vacation period will not apply in the event that the Employer decides, for vacation purposes, to shut down the plant for a vacation period during July or August. The Employer will endeavour to give sixty (60) days' notice prior to plant shutdown.

**17.05** The combining of more than two (2) weeks' vacation can only be done with the consent of the Employer.

**17.06** Preference as to vacation dates shall be given to employees on the basis of Mill Seniority until May 1<sup>st</sup>, after which time it will be given on a first come basis, providing two (2) weeks are taken during plant shutdown.

## **ARTICLE 18: SANITARY CONDITIONS**

- 18.01** The maintenance of sanitary conditions in the shop will be an essential part of this Agreement, and the Union and the Employees further agree to co-operate in this provision to the fullest extent by keeping the factory in a sanitary condition.

## **ARTICLE 19: SENIORITY, LAY-OFFS AND REHIRING**

- 19.01** In all cases of increase or decrease of forces, the employees laid off, retained or recalled, as the case may be, shall be chosen according to their seniority standing as follows:
- (a) Length of continuous service and ability.
  - (b) Ability shall be based on knowledge, training, performance and physical fitness.
  - (c) Physical fitness where not obviously ascertained will be determined through medical advice.
- 19.02** It shall be understood that during the employee's trial period, the new employee shall not be entitled to any of the foregoing seniority rights. A new employee who has never worked in this plant before or one who, after having worked, has lost seniority standing.
- 19.03** Where two or more employees are hired on the same day, their seniority standing will be determined by the order in which they punch their clock card on beginning work.
- 19.04** A job may be filled by an employee with proper knowledge and training qualifications but with lesser service credit than another employee of the same department who has not qualified on jobs in question.
- 19.05** Whenever a lay off occurs the employees affected will be notified in advance whenever it is possible to do so.
- 19.06** Lay-offs shall be on a mill seniority basis in accordance with the provisions of Article 22, on a "last man in, first man out basis", providing the remainder of the employees can do the work required. Recall shall be on a basis of reversal of lay off, subject to the provisions of Article 22.
- 19.07** "Continuous service shall be credited to an employee only after he/she has completed his/her trial period as described in Article 6, but when credited shall start with the first day worked. It shall be understood that students hired to work during the summer vacation period, do not accrue seniority or service."



An employee shall lose all services and his employment shall be deemed to be terminated if he:

- (a) voluntarily resigns from the employ of the Company or is retired;
- (b) is discharged and such discharge is not reversed through grievance procedure or arbitration;
- (c) absence exceeds the time specified in the case of leave of absence;
- (d) absence exceeding twenty-four (24) consecutive months (12) months for employees hired after November 1, 1996) due to lay off because of reduced work schedule;
- (e) failure of an employee recalled from lay off to advise the Company, as to whether or not he will report to work, within twenty four (24) hours after receipt of notification by some certified means. Also, failure of such an employee to report within one week of notification; and/or
- (f) in the case of injury on duty, absence exceeding the period for which statutory compensation was payable.

**19.08** The Company will maintain a Seniority Record, a copy of which shall be furnished to the Union yearly. In order to assist the Union Local in the accurate maintenance of their records the Company agrees to provide the Union with written notification of all changes in staffing levels.

**19.09** Severance pay at the rate of one and a half (1.5) week's wages for each completed year of service or any fraction thereof, to a maximum of 30 weeks, shall be paid to employees in the first week of a permanently lay off (as defined in the Employment standards Act of Ontario, 2000).

## **ARTICLE 20: STRIKES, LOCKOUTS, WORK STOPPAGES**

**20.01** During the term of this Agreement, and pending the adjustment of any dispute, there shall be no lockout, and no strike (including sympathetic strike), stoppage of work, sit-down, stay in slowdown, boycott picketing, refusal to handle merchandise, or other individual or collective action, either partial or complete, which will stop, interfere with or adversely affect operations of the Employer. Any employee instigating or participating in any such conduct shall be subject to discharge.

**20.02** Should the Union or any employee be involved in any of the above mentioned conduct, or conduct having any similar effect, then the Union shall be given an

opportunity to instruct such employee to resume normal operations. Any employee who does not do so within twenty four (24) hours after notice to the Union by the Employer shall be deemed to have forfeited his or her job.

- 20.03** Regardless of any labour dispute, of any nature, between the parties, during or after the term of this Agreement, the Union and the Employees agree that watchmen, engineers, firemen, plant protection, maintenance, management supervisory or clerical employees, shall be permitted to perform their respective duties without interference or restraint by the Union or employees.

#### **ARTICLE 21: UNION MANAGEMENT RELATIONS**

- 21.01** The parties subscribe to the philosophy that Labour Management harmony works to the benefit of employee and employer alike and concur that the exchange and discussion of constructive recommendations concerning plant operations, employee welfare, safety and other matters shall be continuously encouraged.

#### **ARTICLE 22: EMPLOYEE WELFARE**

- 22.01** The following Group Insurance Plan shall be provided for all eligible employees. The Company will pay **one hundred percent (100%)** of the cost of benefit for Ontario Hospital Insurance Plan, Extended Health Coverage Plan, Life Insurance Plan, A.D. & D. Plan, Weekly Sickness an Accident Plan and Long Term Disability Plan.

**22.02** ***Life Insurance***

All eligible employees shall be provided with life insurance coverage in the amount of **twenty thousand-five dollars (\$25,000)**.

**22.03** ***Accidental Death & Dismemberment***

All eligible employees shall be provided with accidental death and dismemberment coverage in the same amount of Life Insurance.

- 22.04** For employees over sixty-five (65) years of age, the amount of life insurance and accidental death and dismemberment insurance will be fifty percent (50%) of the above. All insurance will be discontinued upon termination of employment. Life insurance shall be maintained for retirees to age seventy (70) at twenty-five hundred dollars (\$2,500) coverage.

**22.05**      ***Weekly Indemnity***

- (a) All eligible employees shall be provided with Weekly Indemnity coverage of 66.6% of the basic weekly earnings up to the maximum allowable under the *Unemployment Insurance Act*. Weekly Income benefits begin with the 1<sup>st</sup> day of disability due to injury or the 4<sup>th</sup> consecutive day of disability due to sickness, but in no event prior to the date of the first treatment by the doctor. If you are hospitalised for at least twenty-four (24) hours prior to the 1<sup>st</sup> consecutive day of sickness, benefits will begin on the first day of hospitalisation. Weekly income benefits will be paid for a total of not more than fifty-two (52) weeks for each period of disability.
- (b) Successive periods of disability separated by less than fifteen (15) calendar days of full time active employment at the employee's customary place of employment shall be considered one period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the cause of the previous disability and commences after the employee has returned to full time active employment. Full time active employment does not include vacations.

**22.06**      ***Long Term Disability Plan***

- (a) All eligible employees shall be provided with long term disability coverage of 66.6% of pre-disability monthly earnings up to a maximum benefit of eighteen hundred dollars (\$1800) per month.
- (b) "Disability" shall mean an insured employee who has received fifty-two (52) weeks of benefits under the weekly indemnity plan and who is unable, because of non-occupational disease or accidental bodily injury, to work his/her regular occupation for the next twenty-four (24) months. After twenty-four (24) months, LTD benefits continue to be payable as long as the disease or injury prevents the employee from being gainfully employed in any occupation for which he/she is reasonably qualified by training, education or experience. The employment must exist either in the province or territory where you worked when you became disabled or where you now live.
- (c) The amount of benefit shall be reduced by any payments made under any government disability plans (except increases in such amounts occurring twelve (12) months or more after disablement), Worker's Compensation, or any other non-private disability income plan.
- (d) C.P.P. benefits payable on behalf of the disabled employee's dependants are not to be offset against LTD benefits.
- (e) Duration of benefits to the earlier of:
  - 1. Age 65
  - 2. Date of retirement
  - 3. Date of death

**22.07**      ***Extended Health Coverage***

- (a) The Company will provide an Extended Health Care Plan including amongst others a Drug Plan (100%). The Drug Plan for employees hired after January 1, 1998 will be 80%.
- (b) Vision Care (max. three hundred dollars (\$300.00) every two years) etc. Such plan copy will be provided to the Union each contract year, which will form part of the collective agreement.
- (c) **Dental Care to be provided in the amount of five hundred dollars (\$500.00) per year per family.**

**22.08**      Employees will continue to accrue seniority while on W.I. and as well on LTD but with a two (2) year cap from the last day worked.

**22.09**      Employees will be reimbursed by the Company for the full cost of medical certificates prepared by a doctor at the request of the Company or the Insurance carrier providing that proof of payment accompanies the claim for reimbursement.

**22.10**      All benefit coverage will be maintained by the Company while an insured employee is on Weekly Indemnity, Long Term Disability or Workmen's Compensation.

- 22.11** (a) The Company shall maintain a Defined Contribution Pension Plan.
- (b) Employees are required to join the plan on the first day of the month, once they have completed one year of continuous service.
  - (c) Employees are required to contribute three per cent (3%) of their compensation to the plan.
  - (d) The Company will contribute the following:
    - i. one (1) to three (3) years' service: two percent (2%)
    - ii. over three (3) years' service: three percent (3%)
  - (e) Employees with five (5) years' service who contribute five percent (5%) will be matched by the Company.

**22.12**      **Employees will be entitled to one (1) paid sick day per year.**

## ARTICLE 23: LEAVE OF ABSENCE - UNION DELEGATES

- 23.01** Leaves of absence without pay totalling not more than twelve (12) man work days taken consecutively per calendar year will be granted to a maximum of one (1) employee at a time for the purpose of representing the Union at conventions or conferences.
- 23.02** In addition, leaves of absence totalling not more than five (5) work days per calendar year will be granted to a maximum of one (1) employee at a time for the purpose of attending union business.
- 23.03** Employees will be paid by the Company for the above leaves of absence and bill the Union Local directly once a month so that the Company may be reimbursed. It is understood that the Company shall be reimbursed irrespective of whether or not the individual attends the scheduled function.
- 23.04** Leaves of absence without pay may be granted to employees for legitimate personal reasons. Requests for leaves of absence must be made in writing to the production supervisor, and approval for such leaves must be obtained prior to the leave going into effect. The maximum Leaves of Absence for personal reasons will be one (1) year from the first day off.

## ARTICLE 24: BEREAVEMENT LEAVE

- 24.01** In the event of death in the immediate family, employees shall be granted five (5) days paid bereavement leave of absence from scheduled work for the death of legal spouse (including common law) **and same sex partner**, child, adopted child, or step child.
- 24.02** Three (3) days bereavement leave of absence from scheduled work for the death of mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-mother, step-father, grandmother, grandfather, grandchild.
- 24.03** One (1) day bereavement leave of absence from scheduled work for the death of sister-in-law and brother-in-law.

## ARTICLE 25: JURY DUTY

- 25.01** When an employee is required to serve as a juror, or a subpoenaed witness in any court of law, the employer will make up the difference between his jury pay and the employee's regular hourly earnings for such periods of jury duty as fall within the normal work day.

## **ARTICLE 26: PAID EDUCATION LEAVE**

**26.01** The Employer agrees to pay into a special fund an amount of fifty dollars (\$50.00) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted yearly 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.

## **ARTICLE 27: DISCIPLINE**

**27.01** It is recognized by both parties that from time to time discipline of employees is necessary. The Company agrees that any disciplinary action will be reasonable, consistent, and appropriate to the offence committed and to other similar offences.

**27.02** Copies of discipline notices will be given to the Union.

**27.03** An employee will not be formally disciplined without the presence of a Union Officer or Steward provided an Officer or Steward is available.

**27.04** It is agreed that any verbal warning will be cleared from an employee's record after twelve (12) months of the incident provided that a repeat offence has not occurred. Written warnings will be cleared from an employee's record after twenty-four (24) months of the last written warning for any incident.

## **ARTICLE 28: PATERNAL LEAVE**

**28.01** One day (1) paid leave to be granted for the birth or adoption of a child.

**ARTICLE 29: DURATION OF AGREEMENT**

- 29.01** This contract is in effect from the 1st day of January, **2020** until December 31, **2023**.
- 29.02** Wage settlement as outlined on page 14 of Article 13, and a profit sharing program per Memorandum of Agreement, Appendix "A" of this agreement.
- 29.03** Either party to this collective agreement may, within the period of ninety (90) days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation or to the making of a new Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO have caused this Collective Agreement to be fully executed the \_\_\_\_ day of \_\_\_\_\_, **2020**.

**COLUMBIA FINISHING MILLS, INC.**

**UNIFOR AND ITS LOCAL 4266**

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## APPENDIX "A"

Joint Company profit sharing program. Union employees will be entitled to the performance Bonus. Half of this bonus will be deposited into the employee's pension plan (subject to government regulations) Details on the Columbia's "Profit Sharing Program" is as follows;

### CFMI PROFIT SHARING PROGRAM

The Company will allocate **ten percent (10%)** of the operating profit to a profit sharing program.

#### ***Performance Bonus***

This bonus will be paid to all salaried employees equally as a percentage of salary to a maximum of 25%. **This bonus will be paid to all employees equally as a percentage of salary.**

## APPENDIX "B"

The employer agrees for the duration of this Collective Agreement that it will concentrate and strive to diversify the operation at the Cornwall Site, explore and exhaust opportunities to create new product lines and to improve sales opportunities for existing products.

The employer further agrees to hold paid meeting with the employees at the end of each month for the purpose of:

- i. providing information on the status of the plant,
- ii. explore new product lines,
- iii. research and development including schedules for trials,
- iv. new equipment opportunities, and
- v. sales updates on current products.

The intent of the meetings is to share information and ideas and is not intended to be limited to the points above.