

COLLECTIVE LABOUR  
**AGREEMENT**

between



**WATERLOO FURNITURE  
COMPONENTS LTD.**

AND

**THE  
UNITED STEELWORKERS OF  
AMERICA  
LOCAL 7155**

February 14, 1994 - January 31, 1997

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**THIS AGREEMENT** made and entered into this 14th day of February, 1994.

**B E T W E E N :**

**WATERLOO FURNITURE  
COMPONENTS LTD.**

Hereinafter called the "Company"

**OF THE FIRST PART**

- and -

**THE UNITED STEELWORKERS  
OF AMERICA LOCAL 7155**

Hereinafter called the "Union"

**OF THE SECOND PART**

**ARTICLE I - RECOGNITION**

**1.01** The Company recognizes the Union as the bargaining agent of all employees of the Company at **Kitchener**, save and except assistant supervisors, persons above the rank of assistant supervisor, office and sales staff. (see Letter of Understanding)

**1.02** Persons, excluding assistant supervisors, whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting or in emergencies affecting the safety of employees or damage to equipment. Letter of Understanding regarding employees is appended to this Agreement.

**1.03** Should any of the present operations be moved to a location(s) within fifty (50) kilometres of the present location, this Collective Agreement shall extend to cover such location(s)

**1.04** In the event of a closure of the operation, the Company agrees that the provisions of the Employment Standards Act shall apply.

## ARTICLE II - RELATIONSHIP

**2.01** The parties hereto mutually agree that any employee of the Company as of January 22, 1974, covered by this Agreement, may become a member of the Union if the employee wishes to do so and may refrain from becoming a member of the Union if the employee so desires. All employees hired after January 22, 1974, shall become members of the Union after the completion of the probationary period as a condition of employment.

**2.02** The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

**2.03** The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company President or the President's designee.

**2.04** The Company shall deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.

**2.05** The dues so deducted shall be remitted along with a list of employees from whom such deductions have been made within two weeks after the end of the month payable to the International Treasurer, United Steelworkers of America, P. O. Box 13083, Postal Station "A", Toronto, Ontario M5W 1V7.

**2.06** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of employees from whom no deductions have been made and the reasons why, together with Form 115(a) as required by the International Union.

**2.07** The Company agrees to add the amount of dues deducted to the employees T-4 slips.

### **ARTICLE III - MANAGEMENT RIGHTS**

**3.01** The Union acknowledges that it is the function of the Company to hire, promote, retire in accordance with the provisions of the Pension Plan, demote, classify, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority, that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

**3.02** The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees at the plant in Kitchener, are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time and enforce reasonable rules and regulations to be observed by the employees.

**3.03** The Company agrees that the exercise of its functions under paragraph 3.01, and 3.02 will not be inconsistent with any of the express terms of this Agreement.

### **ARTICLE IV - STEWARDS**

**4.01** The Company acknowledges the right of the union to appoint or otherwise select ten stewards one of whom shall be the chief steward and one of whom shall be the time study steward. All stewards shall be

regular employees of the Company actually at work who have completed their probationary period. The Company will **recognize** and deal with the stewards as hereinafter set forth.

**4.02** The name and jurisdiction of each of the stewards shall be given to the Company in writing and the Company shall not be required to **recognize** any such steward until it has been notified in writing by the Union of the name and jurisdiction of same.

**4.03** The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.

**4.04** The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity, in the carrying out of the terms and requirements of this agreement.

**4.05** (a) The right of the stewards to leave their work without loss of pay to investigate or adjust grievances in their own departments is granted on the following conditions:

(i) The steward shall obtain the permission of the steward's supervisor before leaving work, which permission shall not be unreasonably withheld.

(ii) The time off shall be devoted to the prompt handling of grievances and attending Grievance Step meetings and any preliminary meetings with the management.

(iii) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

**(b)** For incentive workers the rate of pay shall be the incentive base rate. For non-incentive workers the rate of pay shall be the regular hourly rate.

## **ARTICLE V - GRIEVANCE PROCEDURE**

**5.01** The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

**5.02** It is understood and agreed that an employee does not have a formal grievance until the employee has discussed the matter with the employee's supervisor and given the supervisor an opportunity of dealing with the complaint.

**5.03** Grievances properly arising under this Agreement shall be resolved and settled as follows:

**Step No. 1** - Within five working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee or the employee's steward may present the employee's grievance which shall be reduced to writing to the supervisor and signed by the employee. Should no written settlement satisfactory to the employee be reached within two full working days the next step in the grievance procedure may be taken at any time within two full working days thereafter.

**Step No. 2** - The grievance may be referred to the Operations Manager or the Manager's designate at this step by the grievor and the Plant Grievance Committee composed of the President of the Local, the Chief Steward, and the Steward of the area in which the grievance originated. Should no written satisfactory settlement be reached within two full working days following the meeting the next step in the grievance procedure may be taken at any time within two full working days thereafter.

**Step No. 3** - The grievance may be referred to the Company President or the Company Presidents designate at this step by the grievor and the Plant Grievance Committee. At this meeting the International Representative of the Union may attend. If a satisfactory settlement is not reached within ten calendar days from the referral and if the grievance is



one which concerns the interpretation or alleged violation of the agreement, the grievance may be submitted to arbitration as provided in Article VII below at any time within twenty-one calendar days thereafter, but not later.

**5.04 Group Grievances** - To avoid the necessity of processing numerous grievances concerning the same subject or event, the Company will **recognize** Group Grievances, provided that each aggrieved employee's name is listed on the grievance and the grievance is filed in writing at Step No. 2 to the Operations Manager within five (5) working days of the incident giving rise to the grievance. The time limits set out in Step No. 2 above shall apply.

If the group grievance is not settled at Step No. 2 of the grievance procedure, the remainder of the grievance procedure, including arbitration may be followed. If an Arbitration Board or the Arbitrator finds that the Company has violated the Agreement, it shall have the power to award compensation to employees affected by the violation.

**5.05 Policy Grievances** - If either party has a complaint or alleges that there has been a misinterpretation, violation or non-application of this Agreement or any of the provisions hereof, then either party may within fifteen (15) calendar days of the incident giving rise to the grievance give to the other, notice in writing of such complaint at Step No. 2 of the Grievance Procedure. Within three (3) working days of receipt of such notice a meeting will be held between the Operations Manager and the Union Grievance Committee. The party against whom the complaint has been made will give an answer in writing within three (3) working days after the meeting has been held.

If the Policy Grievance is not settled at Step No. 2, the remainder of the Grievance Procedure, including arbitration may be followed. No such grievance shall be filed with respect to the same subject matter that is

already the subject of a grievance filed by an employee under this Article, nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article.

**5.06** It is understood that any of the time limits provided for in Article V, including the original filing, may be extended by mutual agreement of the parties in writing.

#### **ARTICLE VI - DISCHARGE CASES**

**6.01** In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

**6.02** A claim by an employee, who has completed the employee's probationary period and attained seniority, that the employee has been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged with the Operations Manager within three working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

**6.03** Such special grievance may be settled by confirming the Management's action in dismissing the employee, or reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, the Board of Arbitration, or the Arbitrator.

**6.04** When an employee has been dismissed without notice the employee shall have the right to discuss the matter with the employee's steward for a reasonable period of time before leaving the plant premises.

**6.05** Copies of disciplinary and discharge notices shall be given to the Union and shall be initialled by the

appropriate Company and Union officials. Any employee, who is requested to come to the supervisor's office for a written warning or discharge notice, shall have the employee's steward present.

#### **ARTICLE VII - ARBITRATION**

**7.01** Failing a satisfactory settlement in Step 3 of the Grievance Procedure, either Party may request that a grievance be submitted for Arbitration and so shall make such request, in writing, addressed to the other Party to the Agreement within twenty-one (21) calendar days from receipt of the Operation Manager's decision in Step 3 of this Agreement.

**7.02** The Arbitration Procedure incorporated in the Agreement shall be based on the use of a sole Arbitrator.

**7.03** When either party refers a grievance to Arbitration, they shall propose a list of three (3) Arbitrators for consideration by the other party. If none of the proposed Arbitrators are acceptable to the other party, they, then, within ten (10) working days will submit a list of three (3) Arbitrators, in writing, to the aggrieved party for consideration. If no sole Arbitrator can be agreed to within ten (10) working days, either party may request the Ministry of Labour to appoint an Arbitrator.

**7.04** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly, the expenses of the Arbitrator on an equal basis.

**7.05** No matter may be submitted to Arbitration which has not first been properly carried through the appropriate stages of the Grievance Procedure.

**7.06** The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority to alter, modify, or amend any part of this Agreement nor to make provisions thereof or to deal with any matter not covered by this Agreement.

**7.07** The decision of the Arbitrator shall be final and binding on the Parties.

**7.08** Nothing in this Article shall preclude the parties from mutually agreeing to a Board of Arbitration and all terms and conditions of this Article shall apply to the Board of Arbitration, except

(a) Each of the parties will bear the expenses of its own nominee to the Board;

(b) Where there is no majority decision, the decision of the Chairperson shall govern;

#### **ARTICLE VIII - NO STRIKES - NO LOCKOUTS**

**8.01** In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lock-out.

#### **ARTICLE IX - WAGES**

Purpose -The parties to the Agreement have negotiated the following incentive system to give the employees increased operator earnings through increased effort. Subject to the provisions of this Article, earnings opportunity shall not be limited or discouraged.

**9.01** Wage Schedule -Incorporated herein as part of this Agreement is a schedule of hourly wage rates and incentive base rates identified as Appendix "A".

**9.02** Permanency of Standards -The parties agree that the incentive plan hereinafter set out shall apply for the life of the agreement to those job classifications to which they applied on the signing date of this Agreement and to any job classification to which they may be subsequently applied. The parties also agree, however, that situations may arise where the establishment or use of an incentive standard for some par-

ticular tasks or operations is not practical or applicable.

**9.03 Out of Line Differentials**

(a) Employees who are entitled to receive out-of-line differentials, shall not have their wage rate reduced as long as they remain in their current job classification, or until they are offered a job in another job classification which they refuse, but which does not conflict with the Provisions of Article XIV, Seniority.

(b) If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, or a higher incentive base rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate of the incentive base rate.

(c) If, as a result of a lay off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, or a lower incentive base rate, then the out-of-line differential shall be cancelled.

(d) If such employee referred to in sections (b) and (c) shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by negotiations.

(e) The incentive base rate for such an employee shall be the rate of the employee's job classification plus any applicable out-of-line differential.

**9.04 Incentive Opportunity Standard** - For any job which is placed on an incentive payment basis, incentive standard for various work (i.e., tasks or operations) performed on such job shall be established so that qualified employees working on the job with normal incentive effort will have an earnings opportunity over and above the base rate.

**9.05 Establishment of Incentive Standards** - Incentive standards covering various work performed on any job shall be established:

(a) To cover a specified set of standardized conditions;

(b) In a manner and by a procedure that is equitable to the employees and takes into account all the various factors and elements of the work performed:

(c) Based on the normal working capacity of employees working with normal incentive effort and in accordance with safe working procedures;

(d) To give consideration to the quality of workmanship required, and,

(e) To give adequate consideration to fatigue, necessary personal time and delays.

#### **9.06 Pay Computation**

(a) Incentive standards shall be expressed in terms of standard time values and not in terms of price per piece or multiples thereof.

Incentive earned shall be expressed in terms of "earned hours" which shall be multipliable by the incentive base rate of the job classification to arrive at total monetary earnings.

(b) Calculation of earnings shall be made on a daily basis.

(c) Where incentive standards are exceeded, payment shall be made on the "one-for-one" basis. That is, one per cent increase in pay for each one per cent increase in production above the established incentive standard.

**9.07 Change of Incentive Standards** - Any incentive standard shall remain unchanged except when a change or changes are made in the method, materials, tools, equipment, or quality standards (other than maintenance or replacement changes except changes where an allowance for a specific condition has been included in the existing incentive standard) and such cumulative change or changes affect the incentive standards to a substantial extent, i.e. plus 5% or more or minus 5% or more. In the event change or changes

are cumulatively made to such an extent, then only those elements directly affected by such change or changes may be modified. Elements not affected by such change or changes shall not be modified. The Company will make available to all employees working under the revised standard all improvements or changes which led to the revision. The Union shall receive a copy of all changed incentive standards when they are issued. In the event that a clerical error is made in the setting of an incentive standard, it shall be immediately, but not retroactively, corrected. A copy of the reasons for the correction will be supplied to the Union.

**9.08 Grieving on Changed Incentive Standard -** In the event the incentive standard is affected by a change or changes in the manner and to the extent provided in Section 9.07, any employee affected may file a grievance within thirty calendar days that the incentive standard has not been adjusted, or has been improperly adjusted. If such grievance is submitted to arbitration, any adjustment resulting from the decision of the Arbitration Board or the arbitrator shall be effective as of the date upon which the change was made which precipitated the grievance.

**9.09 Trial Period**

(a) When incentive standards are established, a reasonable trial period shall be established for the standard and the expiration date of such trial period shall be noted on the standard and on the operation analysis card. Such trial period shall not be longer than one calendar month from the date on which the incentive standard is established.

(b) After the trial period, but within thirty calendar days thereafter, any employee performing the task or operation may file a grievance that the standard on the task or operation is not in accordance with the provisions of this Agreement.

(c) The results of such grievance shall be applied effective as of the date the standard was established.

(d) The Company on its premises shall make available to the Union any material or information necessary to the resolving of an incentive grievance.

**9.10 Defective Work**

(a) An employee working on incentive work shall not earn incentive but shall be paid the incentive base rate for the work rejected if the improperly performed work was the fault of the employee.

(b) An employee shall be paid the incentive base rate whenever such employee is assigned to reprocess work produced by the employee if the improperly performed work was the fault of the employee.

(c) If an employee is required to reprocess work which is not the employee's fault, a temporary incentive standard shall be established. If it is not possible to establish a temporary incentive standard the employee shall be paid the employee's incentive base rate.

(d) An employee working on an incentive standard shall retain incentive earnings if the defective work is not the fault of the employee.

**9.11 Non-Standard Conditions** - Temporary incentive standards shall be established for non-standard conditions whenever possible for a period not to exceed one calendar month from the date on which the temporary incentive standard is established. If it is not possible to establish a temporary incentive standard the employee shall be paid the employee's incentive base rate.

**9.12 Group Incentives** - Incentive standards may be applied on a group basis on closely related operations where each member of the group is dependent on others of the same group or where a community of interest exists.

**9.13 Down Time** - If an employee working on an incentive standard is required to wait for reasons beyond the control of the employee, the employee shall be paid



for the entire time lost at the employee's incentive base rate provided the employee punches out and the supervisor or the representative designated in the supervisor's absence is notified at the start of the delay period, or as soon thereafter as is practicable and the employee punches back in as soon as the idle period ends.

#### **ARTICLE X - HOURS OF WORK AND OVERTIME**

**10.01** The following paragraphs and sections are 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.

**10.02** The standard work week shall consist of forty hours per week and eight hours per day.

**10.03** The Company agrees to consult with the Union Negotiating Committee sixty days prior to any changes in the scheduling of hours of work.

**10.04 (a)** For non-incentive workers, overtime at the rate of time and one-half of the employee's basic rate shall be paid for the first four hours worked and double thereafter for hours worked in excess of the regular hours of work per day as set out in paragraph 10.02. Time and one-half shall be paid for all hours worked on Saturday. Double time shall be paid for all hours worked on Sunday.

**(b)** For incentive workers, overtime at the rate of time and one-half of the employee's base rate shall be paid for the first four hours worked and double thereafter for hours worked in excess of the regular hours of work per day as set out in paragraph 10.02. Time and one-half shall be paid for all hours worked on Saturday. Double the base rate shall be paid for all hours worked on Sunday. The incentive shall continue to be paid on the base rate for all hours worked.

**(c)** The regular hours for overtime purposes are after eight hours on the day shift and after ten hours on the night shift.

**10.05** To the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision.

**10.06** The Company shall set aside and allow two ten-minute rest periods, one in each half shift. These rest periods shall start and finish at the respective work stations of employees.

**10.07** A three-minute clean-up and wash-up period shall be permitted at three minutes before quitting time of each half shift. It is understood and agreed that the work station of each employee shall be cleaned up by the employee in the allotted three minutes before the employee washes up.

**10.08** For afternoon shift employees the standard work week shall consist of forty hours per week and ten hours per day. For all employees who qualify for payment of the Declared Holidays as set out in Article XII of the Collective Agreement, the normal work day shall be ten hours based on their regular current hourly rate for non-incentive workers (for incentive workers the hourly base rate shall be the incentive base rate). For all hours worked on Friday the afternoon shift employees shall be paid at the appropriate overtime rate as set out in Article 10.04(a)(b)(c).

**10.09** Overtime work shall be equitably distributed among those employees normally performing the work to be done in the department or job classification, on the shift on which the overtime is required, to the degree that it is practicable and efficient to do so. Overtime shall be reviewed by the department supervisor and the department steward quarterly.

**10.10** It is understood that the provisions of this Article do not apply to truck drivers. Overtime at the rate of time and one-half shall be paid for all hours worked over forty-four (44) per week by truck drivers

## ARTICLE XI - VACATIONS WITH PAY

**11.01** All employees who have been steadily employed by the Company for a period of one year or more prior to July 1<sup>st</sup> in any year shall be entitled to two weeks' vacation at a time convenient to the Company and shall receive as vacation pay a sum equivalent to four per cent (4%) of the employee's earnings during the twelve month period immediately preceding July 1<sup>st</sup> in such year.

**11.02** All employees who have been steadily employed by the Company for a period of five years or more prior to July 1<sup>st</sup> in any year shall be entitled to three weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay six percent (6%) of the employee's earnings during the twelve month period immediately preceding July 1<sup>st</sup> in such year.

**11.03** All employees who have been steadily employed by the Company for a period of eleven years or more prior to July 1<sup>st</sup> in any year shall be entitled to four weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay eight percent (8%) of the employee's earnings during the twelve month period immediately preceding July 1<sup>st</sup> in such year.

**11.04** All employees who have been steadily employed by the Company for a period of twenty years or more prior to July 1<sup>st</sup> in any year shall be entitled to five weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay ten percent (10%) of the employee's earnings during the twelve month period immediately preceding July 1<sup>st</sup> in such year.

**11.05** If an employee leaves the employ of the Company, the employee's vacation pay shall be calculated in accordance with the entitlement under this Agreement.

**11.06** The parties agree that a vacation list shall be posted by January 1 each year in order that employees may post their vacation preference. The employees shall list their vacation preference by March 31 each year. The Company shall, by April 30 each year, assign vacation periods, keeping in mind the requirements of efficient operation of the plant, and the seniority of the employees involved. After April 30, no vacation periods may be changed, unless an emergency production requirement arises, without the consent of the employee or employees concerned, and the Company.

#### **ARTICLE XII - DECLARED HOLIDAYS**

**12.01** The Company recognizes the following declared holidays and agrees that all employees who have served their probationary period, who qualify in accordance with article 12.02, shall receive payment for such holidays based on their regular current hourly rate for non-incentive workers multiplied by the number of hours in a normal work day. (For incentive workers the hourly rate shall be as set out in Article 12.01 (a). When a declared holiday falls on a Saturday or Sunday it will be celebrated on the preceding Friday or on the following Monday at the sole discretion of the Company. Employees required to perform any work on any of these holidays shall be paid at the rate of time and one-half their regular basic rate, in addition to receiving holiday pay.

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

**12.01 (a)** For incentive workers the rate of pay for Declared Holidays shall be the incentive base rate plus 15%. In the second year of the Agreement, the 15% shall be increased to 18%. In the third year of the

Agreement the 18% shall be increased to 20%.

**12.02** When one of the holidays listed in Section 12.01 is observed during an employee's annual vacation, the employee shall be allowed one additional day's vacation with pay at a time convenient to the Company.

**12.03** All employees who have served their probationary period shall be eligible for holiday pay irrespective of whether they are required to work on the holiday or not, subject to the provisions of paragraph 12.04.

**12.04** To qualify for holiday pay an employee must work the last scheduled shift prior to and the first scheduled shift after the holiday unless absent because of bona fide illness of the employee or the employee's child or authorized leave of absence. The Company may require a medical certificate as proof of illness of the employee or the employee's child.

**12.05** In addition to the plant holidays listed in clause 12.01 there shall be one additional declared holiday which shall be a floating day. Each year the parties shall meet to discuss the day upon which the floating holiday shall be celebrated and it shall be celebrated on that day in the next ensuing calendar year. In the event that the parties are unable to agree upon the said day then the Company shall designate the day upon which it shall be celebrated. Entitlement to payment for the floating holiday shall be subject to the same qualifications as set forth in this Article for other declared holidays.

### **ARTICLE XIII - PROBATIONARY PERIOD**

**13.01** Newly hired employees shall serve a sixty working day probationary period, within a twelve month period, and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have the employee's seniority dated back to the employee's last date of hire. At the Company's discretion, the probationary period may

be extended by an additional twenty working days.

**13.02** During the probationary period referred to above, the employee shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Company.

#### **ARTICLE XIV - SENIORITY**

**14.01** Seniority as referred to in this Agreement, shall be on a plant wide basis. The Company shall compile Seniority Lists every four (4) months. A copy of each Seniority List will be posted in the plant and a copy given to the Union. A copy of such seniority list shall be sent to the Union Area Office. A subsequent seniority list, including addresses, postal codes, telephone numbers and rates of pay shall be provided to the Union Area Office on or about December 31st of each year.

**14.02** (a) Employees shall accumulate seniority when absent from work, under the following conditions.

(i) During the first six calendar months of any absence due to layoff, leave of absence, non-occupational accident or sickness for employees having 12 months seniority or less as of the date the absence commenced;

(ii) During the first twelve calendar months of any absence due to layoff, leave of absence, non-occupational accident or sickness for employees having over twelve months seniority as of the date the absence commenced.

**14.03** An employee loses all seniority when:

(i) the employee is discharged, and not subsequently reinstated through the grievance or arbitration procedure;

(ii) the employee resigns;

(iii) the employees has been on layoff for a continuous period of twelve months or the employee's seniority, whichever is less, for all employees with

one year's seniority or less

- for employees with more than one year of seniority the employee has been on layoff for a continuous period of two years;

(iv) the employee has been on layoff for a continuous period of less than the period outlined in 14.03 (iii) and who, when notified by registered mail or by telegram addressed to the last address the employee has recorded with the Company, fails to notify the Company within three working days excluding date of mailing that the employee is intending to return to work and unless the employee returns to work as soon as possible after receiving notice and in any event within seven days of the mailing or other communication of such notice;

(v) the employee fails to report back to work after the expiration of the term of a leave of absence or any extension thereof granted by the Company;

(vi) the employee is absent from work for more than two consecutive working days without reporting the absence unless absent due to verifiable illness or unless there was reasonable justification for such absence.

**14.04** An employee returning to the bargaining unit shall be returned to the lowest classification unless there is a vacant position for which there are no successful applicants.

**14.05** The President shall have top seniority while holding the office of President in the Local Union, provided, however, that the President has the ability to perform the available job.

#### **ARTICLE XV - PROMOTIONS AND LAYOFFS**

**15.01** (a) When an opening occurs in one of the job classifications set forth in this Agreement (or one hereafter added to those set forth), which is to be filled on a permanent basis, employees will be given opportunity for promotion into such an opening on the basis of

their seniority and ability. Where two or more applicants have relatively equal ability, seniority shall govern. The Company will properly familiarize the successful applicant with the duties of the classification. Whenever there are no qualified applicants for a vacancy, the Company may fill the vacancy by transfer in accordance with this Agreement or by a new hire. If the employee is unable to perform the duties of the classification within a five day familiarization period, the employee will be returned to the employee's former job. Individual jobs in a labour grade will be posted separately with the addition of "and other duties as assigned". The Company shall not consider the experience gained as a result of a temporary vacancy or assignment. Lead Hand positions shall not be subject to the job posting provisions.

**15.01 (b)** If a temporary assignment exceeds thirty days the parties agree to discuss whether a temporary job posting should be made. If the parties decide the job should be temporarily posted, the experience gained by the employee temporarily assigned shall not be taken into account in the temporary vacancy selection. The Company may assign an employee to the vacancy, if any, created as a result of the temporary job posting.

**15.02** In layoffs which exceed one working day, and recalls after layoff, an employee may bump the junior person in a job classification providing the employee is able to perform the available work. Failing the above, the employee will exercise total plant seniority by replacing the junior person in a labour grade, providing the employee is able to perform the available work.

**15.03** The parties agree that the layoff provisions of the Employment Standards Act shall apply.

**15.04** All new jobs and permanent vacancies shall be posted in the plant for three working days. Any employee in the bargaining unit may make application for such job. In the filling of such a new job, the Company shall not be limited to selecting employees



who have made application, providing no applicant has the qualifications and seniority as set out in Article 15.01. In the event that an employee has been selected to fill such a new job, then the employee shall be precluded from applying for any other new job for a period of six calendar months.

#### **ARTICLE XVI - TEMPORARY ASSIGNMENTS**

**16.01** Non-Incentive Employees - Whenever an employee is temporarily assigned outside of the employee's job classification the employee shall be paid as follows:

(a) If the rate of pay in the job classification to which the employee is assigned is equal to or less than the employee's regular rate, the employee shall receive the employee's own regular rate of pay.

(b) If the rate of pay in the job classification to which the employee is assigned is higher than the employee's regular rate, the employee shall receive the higher rate of pay of the job classification to which the employee is temporarily assigned.

**16.02** Incentive Employees - Whenever an employee is temporarily assigned outside of the employee's job classification the employee shall be paid as follows:

(a) If the incentive base rate of the job classification to which the employee is assigned is equal to or lower than the employee's regular incentive base rate, and the task or operation has an incentive standard, the employee's earnings shall be computed in accordance with Section 9.06 using the employee's regular incentive base rate.

(b) If the task or operation does not have an incentive standard, the employee shall be paid the employee's regular incentive base rate.

(c) If the incentive base rate of the job classification to which the employee is assigned is higher than the employee's regular incentive base rate, and

the task or operation has an incentive standard, the employee's earnings shall be computed in accordance with Section 9.06 using the incentive base rate of the higher job classification to which the employee is assigned.

(d) If the task or operation does not have an incentive standard, the employee shall be paid the incentive base rate of the higher job classification to which the employee is assigned.

**ARTICLE XVII  
- PAYMENT ON DAY OF INJURY**

**17.01** Any employee injured on the job, requiring medical attention, shall be paid for the balance of the employee's shift, on the day on which the injury occurred, and if necessary the Company shall provide transportation that day to hospital, doctor's office or employee's home. For incentive workers the rate of pay shall be average earnings. For non-incentive workers the rate of pay shall be the regular hourly rate.

**ARTICLE XVIII - BEREAVEMENT PAY**

**18.01** The Company will grant three (3) days leave of absence without loss of pay to an employee for the purpose of arranging for and/or attending the funeral in the event of a death in the immediate family. For the purposes of this clause "Immediate Family" shall mean: Mother, Father, Son, Daughter, Brother, Sister, Wife, Husband, Mother-in-law, Father-in-law. For incentive workers the rate of pay shall be the incentive base rate plus 15%. For non-incentive workers the rate of pay shall be the regular hourly rate.

**18.02** The Company will grant a one day leave of absence without loss of pay to an employee to attend the funeral for a brother-in-law or sister-in-law of the employee or his or her grandparents. For incentive workers the rate of pay shall be as set out in Article 18.01. For non-incentive workers the rate of pay shall be the regular hourly rate.

**18.03** If an employee is unable to attend the funeral, for the family outlined herein, the employee will be granted a day off with pay with payment as set out in Article 18.01.

#### **ARTICLE XIX - JURY DUTY**

**19.01** The Company shall pay an employee who is required for jury service, for each day of service, the difference between the employee's hourly rate for the number of hours the employee normally works on the employee's regular shift, and the payment the employee receives for jury service. The employee will present proof of service and the amount of pay received. An employee released from jury duty will be required to report for work and work the balance of the employee's regular shift. For incentive workers the rate of pay shall be the incentive base rate plus 15%. For non-incentive workers the rate of pay shall be the regular hourly rate.

#### **ARTICLE XX - SHIFT PREMIUM**

**20.01** A shift premium of 47¢ per hour shall be paid to each employee for hours worked during a second (or afternoon shift). If a third or night shift is instituted the shift premium shall be 47¢ per hour. Shift premiums shall be paid on statutory holidays to employees on shift work.

#### **ARTICLE XXI - REPORTING ALLOWANCE**

**21.01** An employee reporting for work as usual on a regular working day, unless notified on the previous day not to report, and for whom no work at the employee's regular job is available, shall be offered at least four hours' employment in other work at the employee's current rate of wages, or at the Company's option will be paid four hours' pay in lieu of work. This provision shall not apply if the failure to provide work is caused by reason of a labour dispute or by reasons beyond the control of the Company. For incentive workers the rate of pay shall be the incentive base rate

plus 15%. For non-incentive workers the rate of pay shall be the regular hourly rate.

#### **ARTICLE XXII - CALL IN ALLOWANCE**

**22.01** An employee who has completed the employee's regular shift and leaves the premises and is then recalled to work shall receive a minimum of four hours' pay at the employee's regular straight time rate or for hours actually worked whichever is the greater. If the hours directly precede the regular hours worked then the employee shall be paid for hours actually worked. For incentive workers the rate of pay shall be the incentive base rate, or the incentive rate whichever is applicable. If the incentive base rate is applicable, there shall be an add on of 15%. For non-incentive workers the rate of pay shall be the regular hourly rate. It is understood that the four hours' pay referred to above is the minimum amount the employee will receive.

#### **ARTICLE XXIII - BULLETIN BOARD**

**23.01** The Company agrees to provide a bulletin board for the convenience of the Union in posting notices. All such notices must be signed by a proper officer of the Union and submitted to the Operations Manager or the Operations Manager's authorized representative for approval before being posted.

#### **ARTICLE XXIV - INSURANCE**

**24.01** The Company agrees that during the term of this Agreement, it will provide the Insurance Benefits as set out in Schedule "B" attached hereto.

#### **ARTICLE XXV - SAFETY AND HEALTH**

**25.01** The Union and the Company shall maintain a Joint Health and Safety Committee consisting of three (3) members elected or appointed by the Union and three (3) members appointed by the Company.

**25.02** The general duties of the Joint Health and

Safety Committee shall be to enforce the provisions of the Ontario Industrial Health and Safety Act, and

(a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

(b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be recorded to it. Such investigation shall include accidents which might have caused injury to a worker whether or not such injury occurred.

(c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigating and inspections.

(d) In time lost from regular working hours, for incentive workers the rate of pay shall be the incentive base rate. For non-incentive workers the rate of pay shall be the regular hourly rate.

**25.03** The Company agrees to maintain its current practice with respect to providing safety shoes, safety glasses and other protective equipment for the life of this Agreement (as specified in Appendix "B").

#### **ARTICLE XXVI - LEAVE OF ABSENCE**

**26.01** The Company may grant leave of absence without pay to an employee provided that such absence does not adversely affect the operations of the Plant. Leave of absence may be granted for:

(a) Legitimate personal reasons during which time seniority will accumulate in accordance with the provisions of Article 14.02 (a)(i)(ii);

(b) Attendance at the monthly president's meeting by a maximum of two employees elected or appointed by the Union provided that;

(i) At least five (5) calendar days written notice in advance is given to the Company.

(c) Attendance at a Union Annual Convention or Conference by a maximum of five (5) employees elected or appointed by the Union provided that at least five (5) calendar days written notice in advance is given to the Company.

**26.02** (a) In cases of pregnancy, employees may be required to discontinue working upon entering the sixth month of pregnancy. Employees shall continue to accrue seniority up to the beginning of the third month following delivery, at which time the employee shall be required to decide whether to return to work or lose seniority as of that date. The Company may extend the period if an employee who, if absent more than three months following delivery, indicates a desire to return to work at a future date.

(b) If the employee, at the commencement of the Maternity Leave, is covered for insurance benefits, such benefits as set out in Appendix "B", except weekly indemnity, shall be maintained for the duration of such leave.

#### **ARTICLE XXVII - LATENESS**

**27.01** Late starting shall be dealt with as follows (without limitation on the disciplinary right of the Company). For the purpose of starting work, time shall be considered only in periods of 1/10 of an hour, and if an employee starts working after the starting time, to occasion a broken period of less than six (6) minutes, the employee shall be penalized for the full period of the 1/10 of an hour concerned.

#### **ARTICLE XXVIII - PENSION PLAN**

**28.01** The parties agree that the current non-contributory Pension Plan shall be terminated effective April 30, 1994. Effective May 1, 1994, a contributory Pension Plan will be instituted. The provisions of the Plan will be as set out in the Letter of Understanding

attached to this Agreement.

The contributions made by the Company will be on a cents per hour basis for each regular hour worked, including union leave, vacation pay and statutory holiday pay as follows:

May 1, 1994 - 7 cents, plus 18 cents payable as the result of the conversion to the contributory Pension Plan for a total of 25 cents;

Feb. 1, 1995 - 25 cents, plus 7 cents for a total of 32 cents;

Feb. 1, 1996 - 32 cents, plus 8 cents for a total of 40 cents;

**ARTICLE XXIX  
- APPRENTICESHIP PROGRAMME**

(Tool and Die Maker and Industrial Maintenance Mechanic Millwright)

Wage Schedule

Hours	Wage
0 - 1000	55% of Labour Grade 17 maximum
1000 - 2000	60% of Labour Grade 17 maximum
2000 - 3000	65% of Labour Grade 17 maximum
3000 - 4000	70% of Labour Grade 17 maximum
4000 - 5000	75% of Labour Grade 17 maximum
5000 - 6000	80% of Labour Grade 17 maximum
6000 - 7000	85% of Labour Grade 17 maximum
7000 - 8000	90% of Labour Grade 17 maximum

After 8000 hours the apprentice upon successful completion of the examination shall receive 100% of Labour Grade 17 maximum.

**ARTICLE XXX  
- LETTER OF UNDERSTANDING**

**30.01** The Letter of Understanding attached to this Agreement is a part of the Agreement between the parties.



**ARTICLE XXXI - TERMINATION**

**31.01** This Agreement shall become effective on the 14th day of February, 1994, and shall remain in effect until the 31st day of January, 1997, and shall continue in force from year to year thereafter unless in any year not more than ninety days and not less than thirty days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly **authorized** representatives as of the day and year first above written.

WATERLOO FURNITURE  
COMPONENTS LTD.

UNITED STEELWORKERS  
OF AMERICA,  
LOCAL **7155**

Robert Wettlaufer

Ewan Graham

Ruth M. Phillion

Laurie Mills

R.J. Simmons

Fred Bolger

Shawn Randell

Gerald Ballard

Winston Curtis



**APPENDIX "A"**

**WAGE SCHEDULE**

**NON-INCENTIVE JOB CLASSIFICATIONS**

Labour Grade	Job Classification	Jan.31, 1994	Feb.1, 1995	Feb. 1, 1996
6	Stockperson Janitor Tumbler Operator	\$12.00	\$12.24	\$12.61
7		\$12.37	\$12.62	\$13.00
8		\$12.75	\$13.00	\$13.39
10	Material Handler/Order Filler Power Lift Truck Operator Faint Line Service'	\$13.58	\$13.85	\$14.27
11	Material & Process Inspector Shipper/Receiver Tool Crib Attendant	\$14.14	\$14.42	\$14.85
12	Lead Hand - Paint/Plating/ Shipping Set-up . Presses/Assembly Set-up & Operate TAE Machine Set-Up & Operate Retainer Presses	\$14.88	\$15.18	\$15.64
13	Lead Hand - Presses/Assembly/TAE Set-up & Operate Roll Former	\$15.48	\$15.79	\$16.26
14	Maintenance - Grade 2 Machinist - Grade 2 Truck Driver Group Leader - Roll Forming	\$16.26	\$16.59	\$17.09
15	Maintenance - Grade 1 Machinist - Grade 1	\$16.78	\$17.12	\$17.63
16	Machinist - Maintenance/Toolroom	\$17.47	\$17.82	\$18.35
17	Tool & Die Maker - Grade 2 Millwright	\$19.28	\$19.67	\$20.26
18	Tool & Die Maker - Grade 1	\$20.44	\$20.85	\$21.48
19	Lead Hand - Tool & Die Die Technician	\$21.77	\$22.21	\$22.88

## WAGE SCHEDULE

### INCENTIVE JOB CLASSIFICATIONS

Labour	Job Classification	Jan. 31, 1994	Feb. 1, 1995	Feb. 1, 1996
5	Racker & Unracker Slide Assembly Operator Comp. Keyboard Arm Assembler T.A.E. Operator	\$ 9.53	\$ 9.72	\$10.01
7	Press Operator Roll Form Operator	\$10.26	\$10.47	\$10.78
9	Set-up & Operate Spotweld Spray Painter	\$11.12	\$11.34	\$11.68
11	Set-up & Operate Gas & Arc Weld Set-up & Operate Press (there will be an add-on of .50 per hour worked on set-ups)	\$11.99	\$12.23	\$12.60

**APPENDIX "B"**

**SCHEDULE OF INSURANCE**

Life Insurance - \$18,000  
Accidental Death  
and - \$18,000  
Dismemberment  
Weekly Indemnity - \$260 per week  
- effective February 14, 1994 -  
\$280 per week  
- effective February 1, 1995 -  
\$290 per week  
- effective February 1, 1996 -  
\$300 per week

**ACCIDENTAL DEATH  
& DISMEMBERMENT BENEFIT**

Coverage is provided for disability occurring at or away from work.

**WEEKLY INDEMNITY BENEFIT**

Coverage is payable from the 1st day of absence due to an accident or injury, or sickness if hospitalized, on the 5th day due to sickness for a maximum period of 39 weeks. Pregnancy is excluded.

**MAJOR MEDICAL EXPENSE BENEFIT**

No deductible - No Co-insurance  
Hospital Charges - Out-Patient Only

Basic Preventative Dental Plan (Delta Basic Plan or Blue Cross or equivalent) with the Company paying 90% of the cost and the employee paying 10% of the cost.

Effective September 1, 1993, the 1991 O.D.A. Schedule shall be instituted.

Effective February 14, 1994, the 1992 O.D.A. Schedule shall be instituted.

Effective February 1, 1995, the 1993 O.D.A. Schedule shall be instituted

Effective February 1, 1996, the 1994 O.D.A. Schedule shall be instituted.

Safety Shoes: The Company to pay \$60.00 towards the cost of safety shoes for employees with one year or more service up to one pair per contract year.

Safety Glasses: The Company agrees to supply and pay for C.S.A. approved industrial prescription safety lenses and frames once during the life of the Agreement (\$60.00 maximum with an additional allowance of \$20.00 maximum for bifocals).

Family Eye Care: Third Year  
The Company agrees to pay up to \$100.00 per family member once in a two year period toward the cost of glasses and frames.

#### **DRAFT LETTER**

Dear Sirs:

**Re: Waterloo Furniture Components Ltd.  
and United Steelworkers of America**

We wish to confirm the following understandings which will apply during the term of the Collective Agreement currently in effect:

1. (a) If the Company moves to a continuous work week and/or a three shift operation, there will be

a twenty minute paid lunch break for all employees on such shifts;

- (b) Employees who wish to be transferred to less onerous or lower rated jobs for health or other reasons will be given serious consideration;
- (c) The Company agrees to continue its current practice of replacing worn out tools on presentation of the worn out tools to the tool room supervisor to all tool room employees who have completed one year of employment.
- (d) The Company and the Union agree that a familiarization period of up to five days may not be adequate for certain job classifications. Increased familiarization periods may be instituted on the joint agreement of the parties.
- (e) New employees hired in non incentive job classifications rate shall be paid \$1.00 an hour less than the job rate for a period of up to six months or less at the discretion of the Company. At such time the employee shall receive the job rate.

(f) Pension Plan

The parties agree that the provisions of the defined contribution pension plan shall contain the following provisions:

- Employees will be eligible to join the plan after one year of service with the Company.
- Vesting of funds will occur after 2 years of participation in the plan.
- A joint committee of union and management personnel will select an investment carrier for the new pension plan.
- Employees will have various investment options from which to select.
- Employees will direct the investment of both the Company contribution and their own personal contributions.

- During the first year of the plan, employees may change their investment direction once per quarter, thereafter it will be twice per year.
- The current pension money (commuted value) will be transferred to the new contributory pension plan.
- Contributions by the Company will be paid into the new pension plan.
- Contributions by the employees will be in accordance with the direction of the Union: i.e. Pension Plan or Group RRSP.
- Contributions made by the Company will be on a cents per hour basis, for each regular hour worked including union leave, vacation pay and statutory holiday pay.
- Contributions made by the employees will be a percentage of gross earnings: i.e. 1% to 5%.
- Employees may change the percentage of contributions to the plan twice per year.
- The surplus, less wind up costs estimated at \$15,000, will be allocated on a pro-rated basis to the employees' entitlement. Estimated value of the surplus is \$75,000.
- The Company and the Union agree that employees between the ages of 60 and 65 (3 employees) would get an additional amount from the surplus prior to distribution.

## **2. ARTICLE I - RECOGNITION**

- (a) It is understood and agreed that there shall not be more than three (3) Assistant Supervisors in the employ of the Company at any one time. It is also the understanding that, as the Company grows and expands its' work force, the Assistant Supervisors will spend more time supervising and less time performing physical labour. Article 1.02 shall not apply to work currently

being performed by the existing Supervisors.

- (b) Persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period will not otherwise be covered by the Agreement except for the payment of dues.

- 3. On successful completion of pre-authorized work related courses, the Company agrees to reimburse the employee for the cost of the course.

- 4. (a) All employees in the employ of the Company as of the Date of Ratification will receive a payment of two hundred (\$200.00) dollars less standard deductions in lieu of retroactivity.

- (b) The Company agrees to pay average earnings for Union education courses. The Union agrees to reimburse the Company.

**5. Weekend Shift**

The following conditions are agreed upon:

- (a) The above noted jobs shall be posted in the plant in accordance with Article 15.03.

- (b) New employees shall serve a 60 working day probationary period. Employees who qualify to be paid for the full 10 hour make-up day shall have the make-up day count as a working day toward their probationary period. At the Company's discretion, the probationary period may be extended by an additional twenty working days.

- (c) Employees will be required to work 30 hours per week and will be paid for 40 hours, 10 hours of which shall be make-up pay. Employees will lose make-up pay due to absenteeism on their

regular work days in the following manner:

- For absences of up to 5 hours, employees will lose make-up day pay equivalent to the amount of time absent rounded to the next half hour.
  - For absences of more than 5 hours the entire make-up day pay shall be forfeited.
- (d) The 10 hours of make-up pay shall be paid at the employees incentive base rate for incentive workers and the regular hourly rate for non incentive workers.
- (e) The Company will recognize declared holidays and all employees who have served their probationary period and qualify in accordance with Article 12.04 shall receive payment for such holiday based on their current incentive base rate plus 15% for incentive workers and the regular hourly rate for non incentive workers. In the second year of the Agreement, the 15% shall be increased to 18%. In the third year of the Agreement the 18% shall be increased to 20%.
- (f) The Company retains the right to revert back to an 8 hour day x 5 days work week, or discontinue the weekend shift if it is deemed necessary, recognizing employees who have accumulated seniority the option to exercise their bumping rights.

**6. Humanity Fund**

The Company agrees to deduct on a weekly basis the amount of forty (40) cents per week from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1 K7 and to advise in writing both the Humanity



Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request.

**7. Sexual Harassment**

The Company and the Union recognize that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights Code, which defines it as:

"...A course of vexatious comments or conduct or sexual advance or solicitation that is known, or thought reasonably to be known to be unwelcome, perpetrated by a person's employer, someone acting for the employer or a co-worker..."

The Company and the Union will designate one person who will be the designated Management and Union representatives for purposes of investigating allegations at the plant level.

Any employee who believes that he or she has been subjected to harassment as defined above shall report such concern to the designated representative(s). Any allegation will be investigated in a confidential manner and the complainant will be advised of the results of the investigation.

If the employee is not satisfied with the investigation outlined above, the employee may appeal, within thirty days of the result of the investigation, to an Appeal Committee composed of one person designated by the United Steelworkers of America District 6 Director as referenced in the Union's Policy Document re Discriminatory Harassment and one person

appointed by the Company.

The Committee will, as soon as possible following receipt of the written appeal, meet and review the facts pertaining to the allegation and interview such persons as are necessary in order to resolve the complaint.

Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any disciplinary action taken against such employee.

Nothing herein shall deny any employee from pursuing the employee's complaint through the applicable legislative procedure.

It is further understood that any complaint pursued through the internal procedure shall not be arbitrable, nor shall any documents, reports, discussion or information arising out of or during the procedures outlined herein be introduced as evidence or referred to in any other legislative procedure.

#### **8. Pension Committee**

There shall be an Advisory Committee of three (3) people. One member shall be, if possible, a former member of the Pension Plan, one member shall be elected or appointed from the Local Union and one member shall be a representative from the International Union. The purpose of the advisory committee shall be to act in accordance with the Pension Benefits Act 1987. The duties of the advisory committee are

- (a) to monitor the administration of the Pension Plan;
- (b) to make recommendations to the administrator of the Pension Plan; and
- (c) to promote awareness and understanding of the Pension Plan.

The advisory committee or its' representatives have the right to examine the records of the administrator in respect of the administration of the Pension Plan and the Pension Fund and to make extracts from and copies of the records, but this shall not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without the person's prior consent.

The administrator of the Pension Plan shall provide to the advisory committee or its representative such information as is under the control of the administrator and is required by the advisory committee or its' representative for the purpose of the committee.

Within thirty (30) days of written request, copies of the most recent of the following documents will be made available to the Advisory Committee

- (a) revised or updated copies of the Pension Plan
- (b) revised or updated copies of the trust agreement
- (c) actuarial reports and cost certificates
- (d) the annual information returns as filed with the Pension Committee
- (e) all financial documents related to the Pension Fund management (ie Financial Statement, Balance Sheet, source and use of Funds etc.)

#### **Labour/Management Meetings**

9. In the interest of continued harmonious labour relations the Parties agree to hold Labour Management meetings on a quarterly basis to discuss items of mutual concern.

Without limiting the generality of the above, the following items may be discussed at these meetings:

Workload and Manpower requirements

Operational Concerns

Business Outlook

It is further understood that upon the agreement of both Parties, additional meetings may be held if required.

Prior to the date of the meeting, the Company and the Union will advise each other of desired topics for discussion.

**For the Company**

**For the Union**

Robert Wettlaufer

Ewan Graham

Ruth M. Phillion

Laurie Mills

R.J. Simmons

Fred Bolger

Shawn Randell

Gerald Ballard

Winston Curtis