

WOODBIDGE FOAM WHITBY PLANT PRIORITIES

- (1) Health, Safety & Environment
- (2) Customer Satisfaction
- (3) Productivity
- (4) Profitability

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 It is mutually agreed that the purpose and intent of this Agreement is to promote cooperation and harmony between the Employer, the Employees and the Union and to secure for the parties the full benefits of orderly Collective Bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all grievances, to promote efficiency in the production of quality products, and to set forth the conditions of employment to be observed by the Employees, the Union and the Company.
- 1.02 In this agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and plural, singular where the text so indicates.

ARTICLE 2 - RECOGNITION

- 2.01 The company recognizes the union as the exclusive Collective bargaining Agent of all regular plant employees at its plant location: 1999 Forbes Street, Whitby, Ontario, save and except Supervisors, persons above the rank of Supervisors, Office and Plant Clerical Staff, Sales Staff, Technical Staff (such as Work Measurement Staff, Quality Control Staff, Sample Co- Ordinators), Engineering Staff (such as Professional Engineers, Engineering Technicians, Designers, Draftsmen).
- 2.02 The words 'employee' or 'employees' when used in this Agreement shall mean only such regular plant employees as are included in the bargaining unit as defined in Clause 2:01.
- 2.03 Employees defined in Clause 2:01, not in the bargaining unit, shall not perform any work which is recognized as work of the bargaining unit, except for the purpose of instruction, experimenting or in emergencies. It is not the company's intent to displace bargaining unit members by having salaried employees performing regular bargaining unit work. Experimental work, shall mean the production of foam which will not be sold to the customer, excluding samples. The company will advise the appropriate union representative before performing bargaining unit work.

ARTICLE 3 - PLANT MOVEMENT

- 3.01 In the event that during the term of this Collective Agreement, the Company decides to move in whole or in part from 1999 Forbes Street, Whitby, Ontario to a new location in Ontario, not covered by another Collective Agreement, the Company agrees to meet with the Union Committee not less than thirty (30) calendar days prior to such move.
- The purpose of such meeting (s) will be to:
- (a) Confirm the method of recognition of the C. A.W. at the new location.
 - (b) Examine the feasibility of job opportunity for the employees affected, and working in the plant, at the time of such move.

(c) Review the application of the terms of the Collective Agreement, as to how such terms may be applicable to this new operation.

(d) The seniority of the employees shall be carried to the new plant with a continuance of seniority and service.

3.02 In the event of a lay-off which is expected to result in seniority employees being permanently laid-off, such laid-off employees who make application through the Company, and who have a satisfactory employment record, will be offered employment at other locations that are hiring.

3.03 An employee hired under this provision shall retain recall rights per their Collective Agreement. They shall begin in their new plant as a seniority employee with their date of hire in the new plant being their seniority date. Their company accumulated seniority will be recognized for eligibility purposes of vacation and pension entitlements as provided in the new plant.

ARTICLE 4 - MANAGEMENT RIGHTS

The union recognizes and acknowledges that the Management of the Plant and direction of the working force are fixed exclusively in the Company, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

- to operate and administer its affairs, to direct the working force, to plan, direct and control operations,

- to schedule working hours, to determine the number of employees to be employed, and the right to hire and select employees from any source, promote, demote, classify, transfer, rehire, retire,

- to discipline, suspend or discharge employees, for just cause; to make, enforce, and alter, from time to time, rules and regulations covering the operations, a violation of which may be among the reasons for discipline or discharge, subject to the Grievance Procedure; and release employees because of lack of work or for other reasons,

- such rules and regulations shall not be inconsistent with the provisions of this agreement, and any such changes to these rules and regulations will be meaningfully discussed with the Plant Committee before publication.

- to determine the nature and kind of business conducted by the Company, the kinds and locations

of plants, equipment, product components, parts and materials, services and equipment purchased, the control of materials and parts, the methods and techniques of production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards.

- to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company,

- subject to the expressed provisions of the Agreement, and provided it is not inconsistent with the terms of this agreement.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

5.01 All regular employees who are Union members at the signing of this Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract.

5.02 All regular employees, who are not members of the Union at the date of this signing of the Agreement, shall, as a condition of employment, have the Company deduct from their pay an amount equal to the local Union monthly dues, for the duration of this contract.

- 5.03 All employees hired after the signing of this Agreement, and probationary employees after thirty (30) days worked, shall as a condition of employment, have the Company deduct from their pay an amount equal to the Local Union monthly dues for the duration of the Agreement.
- 5.04 Dues are defined for the purpose of this Clause as the regular Union dues, as prescribed by the Constitution of the Union.
- 5.05 (a) The Company will, upon receipt of an authorization card, signed by an employee covered by Clauses 5:01, 5:02, and 5:03 of this Agreement, who has completed thirty (30) days worked, for the duration of this Agreement, deduct from each weekly pay cheque the regular union dues of such employees, and remit such monies to the Financial Secretary of Local 222 of the National Union C.A.W. by; the fifteenth of the month following the month in which dues were deducted.
(b) The Company will, at the time of making such remittance, supply a list of the names of each employee from whose pay deductions have been made, and the total amount deducted for the month. Also the name and status of any employee from whom the Company has made no dues deductions.
- 5.06 No deduction shall be made from the pay of any employee covered by Clauses 5:01, 5:02, and 5:03 of this Agreement, in any pay period, where such employee has worked less than a total of ten (10) hours.
Paid vacation days and paid holidays will be considered as time worked, for the calculation of union dues.
- 5.07 The Union agrees to indemnify and save the company harmless against all claims or other forms of liability that might arise out of or by reason of deductions made or payments made in accordance with the Collective Agreement.

ARTICLE 6 - DISCRIMINATION

- 6.01 Both the Company and the Union are committed to providing a workplace free of discrimination and harassment. Employees must not engage in discrimination or harassment because of prohibited grounds contrary to the Ontario Human Rights Code (the 'Code'). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provision of the Code.
- 6.02 The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behavior against others that can have devastating effects.
(a) Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
(b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.
- 6.03 (a) If an employee believes that he has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his Union representative and/or Supervisor. If the employee's Union representative and/or Supervisor cannot, to the satisfaction of the employee, deal with the complaint, the employee is encouraged to submit his/her complaint in writing to a Joint Committee.

(b) A Joint Committee will be comprised of three (3) representatives selected by the Company and three (3) representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. **The Joint Committee will render it's decision to the appropriate personnel within 20 (twenty) working days of first being notified in writing of the complaint.**

The Company will ensure appropriate training by a certified CAW training source as follows:

- 1) All new hires will receive four (4) hours training.
- 2) Each member of the Joint Committee will receive four (4) hour yearly refresher training.
- 3) All employees will receive a one (1) hour yearly refresher training.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Company acknowledges the right of the Union to elect Committee-persons to a maximum of five persons on a two (2) or three (3) shift operation and a maximum of three persons on a one (1) shift operation. The Company agrees to recognize five elected union reps as the negotiating committee. One of such Committee persons will be the Skilled Trades rep. and the Plant Chairperson. The duties of the elected Union Representation shall be to administer the collective agreement. Such elected Union representative at the time must have completed their probationary period.

7.02 The Union will inform the Company verbally and then confirm in writing, the names of the Union Representatives and Plant Chairperson, and any subsequent change in the names of the Union Representatives and Plant Chairperson, and the Company will not be required to recognize the Union Representatives and Plant Chairperson until such notification from the Union has been received.

7.03 The union recognizes and agrees that the Committee-persons have regular duties to perform in connection with their employment. Before leaving their regular duties, to investigate or process a grievance, or otherwise attend to the business of administering the Collective Agreement, the Committee-person(s) must obtain the permission of their immediate Supervisor(s) to do so indicating the nature of their business and the time anticipated to transact such business. Permission granted by their immediate Supervisor(s) will not be abused nor will excess time be used to transact such business. **All Supervisors will not unreasonably withhold permission for a steward to conduct union business.**

In the above procedure, permission will normally be granted within a half (1/2) hour unless deemed as an emergency, where permission will be granted immediately. However, the Union recognizes that cases will occur where the Company will need a reasonable period of time to provide a replacement. Company approved time off work, by the Committee person(s) or the Grievor, processing grievances will be paid by the Company at base hourly rate.

7.04 The Company recognizes a full time Plant Chairperson to conduct Union business at the applicable rate. The Plant Chairperson must notify the Plant Manager or his designate if any additional paid time to attend Union business is required.

The Company recognizes the need for the Plant Chairperson to leave the plant for urgent Union business during working hours paid at the applicable rate. Reasonable requests by the Plant Chairperson will be granted. The Plant Chairperson will not be replaced at the plant during such business.

- 7.05 The National Representative and/or the President of the Local Union may be present at meetings with management when requested by the Plant Committee and where possible 24 hours prior notice has been given to the Company.
- 7.06 In the event of the unavailability of the Plant Chairperson, for a one (1) day or more absence, and the Union designates another member of the Bargaining Committee as a substitute, the Company will pay the substitute the Chairperson's wage.
- 7.07 The company agrees to recognize and deal with a representative from the National Union and the President of the CAW Local 222, as a member of the Negotiating Committee.
- 7.08 The union will be allowed to post, in an enclosed case provided by the Company, notices regarding meetings and matters pertaining only to the Union. In the event a notice is posted which the Company deems to be inappropriate, the Union must obtain approval before posting further notices.
- 7.09 It is agreed that the Union, its Members or Agents, shall not distribute or cause to be distributed, any hand bills, pamphlets, literature or Union material, on the Company premises or time, except for arrangements agreed to between the Union and the Company.
- 7.10 The Company agrees to reasonably consider any requests by the Union to engage in Union activity of any kind during working hours, or on the premises of the Company.
- 7.11 The Company agrees to provide properly outfitted offices for the Chairperson and the Health & Safety Co-chair. An additional room will be made available to the Committee representatives for their exclusive use in conducting Union business.
- 7.12 The Company acknowledges that the Union has the right to hold elections for committee persons on the plant premises. Elections are to be held outside of normal working hours, excluding weekends.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 Inasmuch as the agreement provides orderly procedures for the settlement of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this agreement. The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined for those words in the present Ontario Labour Relations Act .
- 8.02 During the continuance of this Agreement the Union agrees it will not counsel or permit its members to cause nor will any Member of the Union take part in any sit-down, stay-in, or slow-down in the plant or any curtailment of work or restrictions of, or interference with, production of the Company, and the Union will not cause or permit its Members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provisions of this section.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 Any complaint alleging violation, misinterpretation or misapplication of the terms of this agreement relating to rates of pay, wages, hours of work or any other working conditions shall first be taken up orally by the employee and their Steward with the employee's immediate Supervisor.
- (a) If after the above discussion has taken place, any such complaint which remains unsatisfied may then be submitted in writing by the Steward, on the form

provided by the Company and signed by the employee, and shall then constitute a grievance. All grievances should, as far as is possible, identify the article, clause or clauses of this agreement, which are claimed to have been violated.

(b) On a group complaint, the Steward shall first discuss such complaint with the immediate supervisor. Either party may request that one or more employees are present during such discussion. If the complaint remains unsatisfied the Steward may then submit the complaint in writing and signed by the aggrieved employees, at which point it shall then constitute a grievance.

(c) Grievances may be processed immediately to Step Three, if mutually agreed between the Company and the Union.

(d) It is agreed that when the nature of the complaint is such that the Steward requires assistance, he/she may request through the supervisor the presence of the **Chairperson** during such discussion.

(e) It is agreed and understood that all complaints and grievances should be presented within three (3) working days from the time the alleged breach becomes known or should have become known to the aggrieved employee or party.

- 9.02 STEP ONE The written grievance, as defined above, shall be presented by the Steward to the Supervisor. Within three (3) working days of this presentation, the recipient will render their decision personally to the Steward, noting their conclusion in writing and countersigning the grievance form.
- 9.03 STEP TWO If no agreement is reached at Step One, then within three (3) working days of that decision the Committeeperson shall take up the grievance with the Department Manager, or their designate. Within three (3) working days of this presentation, the recipient will render their decision personally to the Committeeperson, noting their conclusion in writing and countersigning the grievance form. If the Department Manager or their designate and Committeeperson mutually agree, the employee, Steward and Supervisor involved may participate in Step Two.
- 9.04 STEP THREE If no agreement is reached at Step Two, then within three (3) working days of that decision the Chairperson may appeal the grievance to the Human Resources Manager or their designate. The grievance will then be discussed at a meeting between the Plant Committee and the Company, to be held no later than the next scheduled Union/Management meeting. An agenda will be submitted forty-eight (48) hours prior to the scheduled meeting date. Within three (3) working days after such meeting, the Human Resources Manager or their designate, shall give a written answer on the grievance to the Chairperson.
- 9.05 Policy or group grievances initiated by the Company or by the Union will be originated at the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step of the Grievance Procedure.
- 9.06 Grievances dealing with suspensions greater than one day shall commence with the third step of the grievance procedure. Prior to leaving the plant, the suspended employee shall be given the opportunity to meet in the Union office with the Plant Chairperson or the shift Committee person for a reasonable time, up to one (1) hour.
- 9.07 The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent by both parties.
- 9.08 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

- 9.09 Failing a satisfactory settlement as in Third Step, the Grievance may be submitted to Arbitration as outlined in Article 10 of this Agreement.
- 9.10 Any grievance not presented and/or carried forward within the time limits as set forth under any steps of the Grievance Procedure and Arbitration Procedure, or any longer periods which may have been mutually agreed upon, shall be deemed null and void.
- 9.11 Any grievance not answered by the Company or by the Union, within the time limits as set forth under the grievance procedure or any longer periods which may have been mutually agreed upon will result in the grievance being withdrawn by the Union or settled in the grievor's favour without prejudice or precedence.

ARTICLE 10 - ARBITRATION

- 10.01 Failing a satisfactory agreement in third step of the grievance procedure, it shall be the responsibility of the party desiring arbitration to inform the other party in writing within **twenty (20)** calendar days after the Plant Manager, or his designates response.
- 10.02 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union agree that the undermentioned persons shall be called to arbitrate on a rotation basis and in order of their listing:
W. Rayner
L. Davies
M. Tims
T. Crijenica
F. Reilly
- 10.03 The Arbitrator, will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 10.04 The decision of the Arbitrator, shall be binding and final upon both parties. The Arbitrator, shall be restricted in his award to the provisions of this Collective Agreement, and shall not in its award add to, delete from, or otherwise alter or amend any provisions of the Agreement, or deal with any matter not covered by this Agreement.
- 10.05 Each party will equally bear the expense and fees of the Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 10.06 Any extension of the time limits may be made by either party by mutual consent, in writing, or by the Arbitrator, who will advise the parties in writing.
- 10.07 It is mutually agreed that an arbitrator shall have the right to modify penalties in suspension and discharge cases only, but shall not have the right to alter any employee's seniority.

ARTICLE 11 – DISCHARGE/ SUSPENSIONS

The following procedure will apply when a serious incident occurs for which the Company intends to suspend or discharge an employee.

- 11.01 (a) The Company will notify the employee and the Union, in writing, within two (2) working days of the alleged violation becoming known to the Company.
(b) The Union will be permitted up to one (1) working day to investigate the alleged violation from the time of such notification.

(c) During such investigation the Company and the Union may make efforts to find an acceptable resolve without the need for a hearing as per (d) below. Should such a resolve be worked out any discipline imposed will then be removed.

(d) When the discipline has not been resolved following the completion of the Union investigation, a hearing must be held within three (3) working days otherwise. The hearing will be held at a mutually agreed time and date. The hearing will be held between the Company and the Plant Committee and the employee and the Supervisor may be present at such hearing if deemed necessary by either party.

(e) Within one (1) working day of this hearing, the Company will give the Union and the employee a written notification of the action the Company will be taking before the employee is discharged.

11.02 However, 11:01 shall not apply when the alleged violation may endanger the safety of themselves or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant. In such case, the Company may immediately remove such employee from the premises.

When the discipline has not been resolved, a hearing will be arranged as in 11:01 (d) after the fact and such hearing will be held within one (1) working day if such action is for a period beyond the shift in which they were sent home.

11.03 If the employee discharged feels they have been unjustly dealt with, they may file a grievance within three (3) working days of such action being taken, and the grievance may be arbitrated.

11.04 The time limits provided for in the Article may be extended by mutual agreement, in writing, on an individual case basis.

11.05 The employee and the Union will be given a copy of any warning, reprimand, suspension, or disciplinary layoff entered on an employee's personnel record, within **three (3) working days** of the action taken.

11.06 **A union representative will accompany employees directed by the Company to attend a disciplinary meeting. The Supervisor shall send for a Steward without undue delay and without further discussion of the matter. The provisions of this paragraph are also applicable in the case of all reprimands. Employees attending such meetings outside their scheduled working hours will be paid for this meeting. The timing of such meeting will be determined between the Plant Manager and the Plant Chairperson or their designates.**

11.07 When imposing discipline on a current charge, management will not take into account any prior infractions which occurred more than twelve (12) months previously.

11.08 **The Company recognizes the employee's desire for disciplinary decisions to be made quickly. All disciplinary decisions except discharge where Clause 11:01 will apply will be administered to the employee within three (3) working days for the employee involved. Employees receiving suspension will serve suspension commencing no later than his next scheduled shift after the decision being made.**

ARTICLE 12 - PROBATIONARY PERIOD

12.01 New hires shall be considered probationary until they have completed a total of sixty (60) days actually worked, within a twelve (12) month period, after which they shall become regular employees, as defined in Clauses 2:01 or 2:02 and

their seniority date shall be counted back sixty (60) working days from the date they completed their probationary period.

- 12.02 During their probationary period, probationers shall be subject to release by the Company at any time, for any reason, and further, the Company will have no responsibility for re-employment of probationers if they are laid off.
- 12.03 Probationary employees shall have no rights of grievance under any terms of the Collective Agreement.

ARTICLE 13 - SENIORITY

- 13.01 The term 'seniority', as used herein, shall mean accumulated service, as described in Clause 12:01.
- 13.02 In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of the employee's last name.
- 13.03 An employee will lose his seniority and his employment with the Company will be terminated, for any of the following reasons:
- (a) if he voluntarily quits.
 - (b) if he is discharged, and not reinstated through the Grievance Procedure.
 - (c) if he is retired, under the Company retirement policy.
 - (d) if the employee is absent without Company approved leave of absence, for more than three (3) consecutive working days without a satisfactory reason.
 - (e) **(I) if an employee has been laid off due to lack of work, and does not return to work after being contacted personally to report to duty for his first scheduled shift of the following week or within five (5) calendar days whichever is greater. When the employee cannot be contacted, the Company will notify the employee by registered mail to his last known address, and he will be allowed no more than five (5) working days from the date such notification is received by the employee to report for duty. A copy of the registered letter will be provided for the Plant Chairperson, at the time of mailing.**
 - (ii) If an employee is at work with another employer he will not lose his seniority if he reports for work with the company within five (5) working days following his notice of recall, as outlined in Clause 13:03 (e) (i).
 - (f) If an employee overstays any Company approved leave of absence without receiving an extension, in writing, of such leave of absence
 - (g) If he accepts gainful employment while on any leave of absence without first obtaining the consent, in writing, of the Company.
 - (h) If an employee is laid off due to lack of work for a period equivalent to accrued seniority, at the date of the commencement of lay-off.
 - (i) If an employee is absent from work because of compensable or non-compensable illness or injury, equivalent to accrued seniority or in accordance with Section 54 of the Workplace Safety and Insurance Act (whichever is greater), at the date of the commencing absence, unless at any time during the absence it becomes known, that the employee will never return to work.
 - (j) An employee who breaks seniority under Article 13:03 (h) and is rehired to the same job classification within one (1) year of losing seniority will not be required to serve a probationary period.
- 13.04 It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and phone number (listed or unlisted). If an employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

- 13.05 The Company agrees to post an up-to-date plant wide seniority list on or about June 30th and December 1st, of each year, and three (3) copies of the seniority list will be provided for the Plant Chairperson.

ARTICLE 14 - LAY-OFF

- 14.01 When the Company deems it necessary to reduce the workforce, employees will be given as much advance notice as possible. The Union will be provided with a list of employees who are scheduled for layoff.

(a) When the Company deems it necessary to reduce the workforce for the remainder of any shift, employees will be offered layoff on a voluntary basis by seniority by classification.

(b) For layoffs of three (3) days or less seniority will not apply, except as between employees on the same shift, excluding skilled trades and tool repair. The Company will give employees one (1) working day notice in such a layoff.

(c) For layoffs of more than three (3) days, employees may exercise their right to bump plant wide, seniority permitting, excluding skilled trades and tool repair. The Company will give employees three (3) working days notice.

(d) For layoffs of up to ten (10) days tooling will be excluded. Anything over ten (10) days, the seniority provisions will apply. Time limits set out may be extended by mutual agreement between both parties.

(e) All probationary employee's will be laid off out of the operation before any seniority employee is laid off, regardless of shift. This language will not apply to seniority employees who opt to take voluntary layoff.

- 14.02 If the Company decides to close the Plant, complete or partial, for Vacations, or for the purpose of taking inventory, the seniority provisions of Clause 14:01 will apply for employees required by the Company to work during these periods as long as the employee(s) can perform the function without the necessary training period. The Company agrees to meet with the Plant Chairperson or alternate prior to any lay-off to discuss how many and who will be in working under these circumstances.

- 14.03 The Plant Chairperson and Health and Safety Co-Chair shall have preferential seniority during their terms of office and shall be the last employees laid off provided there is work being performed within the plant.
The Committee person shall be retained in their respective job classification in the event of a layoff as long as the Company has work that they are able to perform, regardless of their position on the seniority list.

- 14.04 If no work is available because of fire, lack of power, act of God, or reasons beyond the control of the Company, employees may be laid off and the seniority provisions of Clause 14:01, and the lay-off notice provisions of 14:01, will not apply. **The Company shall make every reasonable attempt to inform employees that no work is available.**

- 14.05 a) **Should a job(s) be eliminated which results in a reduction of manpower in the classification the senior employee(s) in the class will be given the option to remain in their current position or bump accordingly. In the case of Temporary postings left within the classification, the affected employee(s) must first select a permanent position before they can accept the temporary posting. Note, that as a result of bumping or job elimination employees will not be eligible to go into Skilled Trades or Tool Repair.**

b) **If there is an elimination in the tool shop, the affected tool repair employee(s) only will have the right to bump the junior employee plant-wide.**

c) **If a job is eliminated and is re-posted again within a six (6) month period – the affected employee(s) will have the option to return to the eliminated position if they do so desire.**

14.06 The layoff period will commence Sunday's at 10:45 pm unless otherwise changed through applicable statutory law or business conditions. Overtime equalization rules will apply for all hours worked during layoff periods.

ARTICLE 15 - RECALL

15.01 Recall of employees after lay-off will be in the reverse order of lay-off as outlined in the provisions of Clause 14:01.

ARTICLE 16- JOB POSTING

16.01 (a) If a permanent job vacancy exists, or a new job is created within a classification, such an opening will be posted within five (5) working days on the plant bulletin boards for a period of three (3) working days, during such time seniority employees may make application for such vacancy.

The posting will identify the following: shift, department and main duties.

(b) Long term temporary vacancies – 30 days or greater- shall be posted. The successful candidate shall revert to their original function when the vacancy ceases.

(c) Employees may hold only one (1) long term temporary vacancy.

(d) Any permanent job vacancy, long term temporary vacancy or subsequent vacancy that remains unfilled following the job posting procedure may be filled recalling an employee on layoff or via a new hire.

(e) Any job posting due to termination will be posted as a long term temporary vacancy pending the grievance or arbitration decision.

(f) In cases of promotion or lateral moves, seniority will govern except for tool repair where testing and seniority will apply.

16.02 An employee successfully transferred through the job posting procedure shall only be entitled to three (3) such postings in any one (1) calendar year. The applicant must have been in their current job for a period of a minimum of three (3) months (in cases of promotion the 3 month waiting period will not apply). An employee accepting a job posting shall have until the completion of his next shift to decline prior to being charged.

16.03 A permanent job vacancy under this Article, shall be awarded to the applicant with the greatest seniority except as in Article 16:01 (f).

16.04 An employee transferred pursuant to Clause 16:03, given appropriate job training, shall demonstrate their ability to perform satisfactorily within ten (10) working days upon reporting to the job. The time period may be extended by agreement between the Company and the Union. Should an employee not qualify within the trial period, they will revert to their former function, however, such trial period shall not count as a posting per Clause 16:02

16.05 Three (3) subsequent job vacancies, created only by a new permanent posting, will be posted when a successful candidate has filled the original vacancy.

16.06 (a) An employee will have the right to decline a job posting at any time during the first ten (10) days of the trial period and will revert back to their former function, however, such trial period shall count as a posting as per Clause 16:02.

(b) An employee posting to a different shift possessing the qualifications to perform the posted position will not be granted a trial period and will not be transferred back to their original position. Employees posting to a midnight shift position will be granted a ten (10) calendar day adjustment period.

- 16.07 The Company will give the Union a copy of each job posting with the names of all applicants listed thereon.**
- 16.08 The Company has the right to maintain a balance of experienced employees in a department, so that the operation of the department will not be unreasonably restricted, when moving or transferring job posting applicants, the Company will transfer an accepted applicant by the following Monday unless extenuating circumstances dictate otherwise.**
- 16.09 Nothing contained in this Article shall be construed to limit the Company's right to hire new employees from outside, if there are not qualified employees within the bargaining unit, to fill the job posting vacancy available..

ARTICLE 17 - TEMPORARY VACANCIES

Definitions:

17.01 A temporary vacancy shall be defined as :

- a) Any vacancy due to illness, accident, vacation, leave of absence or
- b) A short term temporary function(s) that may arise for a period not to exceed thirty (30) calendar days, with the provision that it may be extended by mutual agreement with the Union.

17.02 A long term vacancy shall be defined as any vacancy which exceeds or is expected to exceed thirty (30) calendar days and shall be filled as per the Job Posting procedure outlined in Article 16.

17.03 (a) Temporary vacancies of less than thirty (30) calendar days may be filled through appropriate use of utility operators. This does not restrict the right of the Company to use utility operators outside their department requirements provided they are not required in their department.

(b) If the number of vacancies exceeds the number of utility operators, the remaining vacancies will be using overtime as per equalization.

(c) Vacancies may be left unfilled if operating conditions warrant it.

(d) Any temporary vacancy of less than thirty (30) calendar days may be filled recalling an employee on layoff or via a new hire.

(e) In the event of additional requirements, the Company will canvass the employees in the affected area by seniority to temporarily transfer from one function to another, if no one accepts then the junior employee shall be transferred.

(f) Non-Utility employees on overtime will be given preference of open positions in their classification over on-shift utility. If an Utility Operator is late, they will fill the last opening on shift. If a new opening is created they will then be able to choose that position by seniority.

(g) Any employee who is temporarily transferred pursuant to this section will be paid as follows:

If the transfer is to a lower paid function, the employee will continue to be paid at their applicable rate of pay.

If the transfer is to a higher paid function, the employee shall receive the higher rate.

17.04 The Company reserves the right to assign any employee to vacancies for the following reasons:

- (i) While waiting for employees on overtime.
- (ii) If no employees are available for overtime.

ARTICLE 18 - PAID HOLIDAYS

18.01 The designated holidays of this contract for the Whitby facility, will be aligned with those of the General Motors, Oshawa Plant. The Company will also recognize a total of 40 hours PPA time which will be taken in a 40 hour block (Monday-Friday) during the months of May through the completion of the Labour day weekend.

Subsequent to General Motors identifying their holiday schedule for the term of their contract, the Company (Woodbridge) will supply a holiday schedule to its employees as soon as reasonably possible.

18.02 Any employee absent from work more than two hours on the working day immediately preceding or following any of the Paid Holidays listed in clause 18:01, shall not be entitled to pay for the Holiday, unless he has a valid reason.

18.03 An employee will be paid for a Paid Holiday only if:

(a) He has been laid off, within forty-five (45) calendar days prior to, and inclusive, of the recognized paid holiday. For Christmas Holidays, the employee must work one day between December 1st and January 15 to qualify for holiday pay.

(b) He commenced a non-occupational, certified illness or injury, within forty-five (45) calendar days prior to, and inclusive, of the recognized paid holiday.

(c) He commenced Workers Safety and Insurance Board Compensation, within forty-five (45) calendar days prior to, and inclusive, of the recognized paid holiday.

(d) He commenced approved leave of absence from the Company, within ten (10) calendar days prior to, and inclusive, of the recognized paid holiday. It is understood and agreed by the Union that probationers are not entitled to pay for any paid holidays, for the first thirty (30) calendar days prior to, and inclusive of the recognized paid holiday.

(e) After becoming a regular employee, any paid holidays that occurred during the probationary period will be paid.

18.04 The following arrangements may be exercised if a Paid Holiday falls within a employee's annual vacation; an employee may be allocated an additional day in his/her vacation, or may be granted another day's pay in lieu of additional time off.

18.05 Employees eligible for payment of a Paid Holiday will be paid on the basis of the applicable hourly base rate (including cola) of the job to which they are assigned, the day prior to the holiday, multiplied by the number of hours he normally would have worked on such day, up to a maximum of eight (8) hours.

18.06 If any of the Paid Holidays listed in Clause 18:01 falls on a Saturday or Sunday (and has not been replaced by another day, by statute or decree), by mutual agreement, such Paid Holiday will be observed either on the previous Friday, or the following Monday as necessary to meet Customer requirements.

18.07 Notwithstanding Clause 18:05, payment for any Paid Holiday, for employees on Workplace Safety and Insurance Board Compensation or Weekly Indemnity, during the first forty-five (45) calendar days of such occupational or non-occupational illness or accident, will be, only, the difference between the daily amount received for Compensation or Weekly Indemnity, and the daily amount of payment outlined in Clause 18:05.

18.08 All hours worked during the Christmas shutdown period including Saturday's will be paid at 2x the base hourly rate including COLA.

ARTICLE 19 - VACATIONS

- 19.01 Vacations with pay shall be granted to all employees on the payroll of the Company on the basis of their seniority with the Company, as defined in Article 13 of the Collective Agreement. The amount of pay for such vacation shall be not less than an amount equal to the applicable percentage of the wages of the employee in the twelve (12) months of employment for which the vacation is given and in calculating wages, account shall be taken of any vacation pay previously paid.
- (a) Employees with less than one (1) year seniority as of April 1st, will be paid vacation in accordance with the provisions of Part V111 of the Ontario Employment Standards Act.
- (b) Employees with more than one (1) year, but less than five (5) years of seniority, as of April 1st, two (2) weeks with vacation pay of four (4%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.
- (c) Employees with more than five (5) years, but less than ten (10) years of seniority, as of April 1st, three weeks with vacation pay of six (6%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.
- (d) Employees with more than ten (10) years, but **less than twenty (20) years of seniority**, as of April 1st, **four (4) weeks** with vacation pay of eight (8%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.
- (e) Employees with **more than twenty (20) years of seniority**, as of April 1st, **five (5) weeks** with vacation pay of ten (10%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.
- 19.02 (a) The Company reserves the right to schedule vacations either individually, or in groups, during the period April 1 through March 31. Preference will be given to the employees having the greatest seniority, provided such employee makes application, on a form provided by the Company, to his supervisor or designate, not later than April 1st of each year. **However, employees requesting full weeks of vacation Monday-Friday will be given preferential treatment over employees requesting single days regardless of seniority provided the employee submits it in writing as above, no later than April 1st of each year.**
- (b) Where possible and practical, the Company will schedule two (2) weeks vacation, if requested under Clause 19:02 (a), in the months of July and August, should the Company decide not to shut down for two (2) weeks during this period.
- (c) The Company will post a notice of Scheduled Vacations, not later than May 30th, each year, where possible and practical.
- 19.03 All employees will take their vacation in the vacation year, and will receive their vacation pay on the first regular pay period prior to taking their scheduled vacations.
- 19.04 The vacation year shall be from April 1st, through March 31st. Vacation time off must be taken during the current vacation year, and cannot accumulate to be taken in any subsequent vacation year.
- 19.05 Employees who work a minimum of **1500 hours** in any vacation year will receive no less than forty (40) hours vacation pay per week of entitlement.
- 19.06 Time lost for verified sickness or while on Worker's Compensation, up to a maximum of one (1) year, will be deemed as time worked at regular pay for computation of Vacation Pay.**

19.07 The Company recognizes that accommodating all employees for vacation preferences in the summer months is an issue and will work with the Plant Chair to come up with creative ways to accommodate 6 employees per shift in the summer months of May 1st through Labour Day Weekend for Vacation purposes of 40 hour blocks (Monday-Friday).

ARTICLE 20 - HOURS OF WORK

20.01 The normal hours of work will be eight (8) hours per day, and forty (40) hours will constitute a normal work week.

20.02 The normal work week will be comprised of five (5) consecutive days Monday through Friday.

20.03 The normal hours in a work day on a one (1) shift operation is defined as follows:
Align with Lear hours

The normal hours in a work day on a two (2) shift operation are defined as follows:

Day Shift: 6:45 a. m. to 3:15 p. m.

Afternoon Shift: 3:15 p. m. to 11:45 p.m.

The normal hours in a work day on a three (3) shift operation are defined as follows:

Day Shift: 6:45 a. m. to 2:45 p. m.

Afternoon Shift: 2:45 p. m. to 10:45 p. m.

Midnight Shift: 10:45 p. m. to 6:45 a. m.

Shipping hours will be established to service the customer on a one (1) or two (2) shift operation.

The normal work week will start at 10:45p.m. Sunday for a three (3) shift operation. (For payroll purposes the week will begin 10:45 p.m. Saturday.)

20.04 In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will meet with the Committee to mutually agree on such change, or new shift.

20.05 It is agreed and understood by the Union and its members that employees on A & B shifts will be required to alternate days and afternoons every two (2) weeks. C shift employees will remain on steady mid-nights.

An employee requested by the Company to change his/her shift during his regular normal work week, will be paid time and one-half for the first shift of the new scheduled shift, if not given three (3) working days notice of the change. Weekends will be counted as one (1) day for the purpose of this Article.

20.06 This statement of the normal hours of work shall not be construed as a guarantee of any minimum, or as a restriction of any maximum number of hours of work per day, or per week, or of days of work per week

ARTICLE 21 - OVERTIME

21.01 Hours worked in excess of eight (8) hours in a normal work day will be paid for at the rate of time and one half (1-1/2) the base hourly rate.

Hours worked on Saturday will be at time and one half (1-1/2) the employee's base hourly rate.

Hours worked on Sunday will be at two (2) times the employee's base hourly rate.

21.02 Work performed on any Paid Holiday listed in Clause 18:01 of the Collective Agreement will be paid for at the rate of two (2) times the base hourly rate, in addition to pay for the Paid Holiday as outlined in Clause 18:05.

The summer shutdown period will commence Sunday's at 10:45 pm unless otherwise changed through applicable statutory law or business conditions.

In cases where employees have been assigned specific duties for summer shutdown, any overtime pertaining to these duties will first be offered to these employee's prior to plant seniority taking effect. In cases of a new assignment, overall seniority will apply provided the employee(s) can perform the desired function. This does not apply to Skilled Trades and Tool Repair.

During summer shutdown any overtime hours worked will not be equalized. In addition, any summer shutdown overtime will not be factored into the regular overtime equalization. Overtime equalization rules will apply for all hours worked on Statutory days, including the Christmas period.

- 21.03 Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.
- 21.04 The Company is aware of the employee's desire for voluntary overtime, and will continue to make considerable effort, whenever possible, to secure overtime by voluntary means.
However, it is clearly understood by the Union and employees that customer requirements must be met to ensure job security for all. The Union and the employees agree they will not refuse to work up to a total of eight (8) hours of overtime in any one (1) week, when requested to do so. Overtime will be voluntary from Saturday 2:45 pm to Sunday 10:45 pm.
- 21.05 The Company will distribute overtime equally among qualified employees, performing the work, on the shift for which the overtime is required. Employees unable to work overtime shall be considered to have worked for the purposes of equalization. Overtime will be updated daily and posted in a convenient place.
- 21.06 Overtime will be paid at the appropriate rate for all hours worked outside of the normal hours of work under 20:03 in the event an employee accepts voluntary layoff or is laid off during his normal shift.
- 21.07 The Company will grant all employees who work past their regular shift a paid fifteen (15) minute rest period either at the end of their regular shift or at the beginning of their overtime shift. The overtime must be two (2) hours or greater.
- 21.08 Charging of overtime
- a) Once an employee has completed their probationary period they will be credited with one hour above the highest overtime hours in their classification
 - b) Employees posting into a new classification will be credited with one hour above the highest overtime hours in their classification. In the case of Utility Operators, the employee will be charged one (1) hour above the bottom Utility Operator with the highest equalization hours.
 - c) Employees returning from long term absences or transfers (exceeding thirty (30) days) will be credited with one (1) hour above the highest hours in the classification to which they are returning.
 - d) Employees eligible for overtime who are absent for any reason on the day of canvassing will be charged with overtime refused. For weekend overtime, employees absent on the day of canvassing must advise the Company by 12:00 PM (noon) on Thursday, that they are available to work the said overtime or they will be charged as if they had worked.
 - e) Employees who are absent for any reason will not be eligible for overtime until they have reported for work for their 1st regularly scheduled shift but will be treated as a last resort.
 - f) Overtime hours worked and/or refused will be recorded as hours paid. An employee who fails to report for overtime will be penalized double the amount of hours originally scheduled. An employee will not be penalized in this manner if he reports 12 hours before his scheduled overtime assignment that he will not be able to report because of unexpected emergencies.

- g) An employee can only be charged for refusing weekend overtime, if asked before leaving their regular scheduled shift.
- h) All Reps who are in meetings within the Plant, will be offered Overtime. Any Rep who is unavailable for overtime because they are away from the Plant on Union business for one day only, will not be charged.
- i) Employees who return to work on modified duty, weekly indemnity or work hardening will only be eligible for overtime after they have completed one regular duty scheduled shift of eight (8) hours.
- j) In the event of equality between employees, seniority will apply.
- k) Overtime equalization hours will be re-set to zero (0) upon commencement of the new Collective Bargaining Agreement.
- l) Overtime will be calculated on hours worked from Sunday to Saturday.

21.09 For Weekend OT canvassing procedure see LOU # 28.

21.10 Employees who do not want to be called for overtime, will indicate their request to the Supervisor in writing on a company form.

21.11 The Company will guarantee the equal distribution of overtime among fully qualified employees, by classification, on the shift that the overtime is required, according to the following:

Weekday Production (Including Support Groups)

- 1. Classification on shift
- 2. Utility Operators on shift
- 3. Classification other shifts
- 4. Utility Operators other shifts
- 5. Last Resort
- 6. Student

Weekend Production/Start-Up (Excluding Support Groups)

Follow Weekday Production procedure above

All Weekend Support Group Overtime

(Materials, Q.A. Auditor, Controller, and Lab Technician)

- 1. Classification on shift
- 2. Classification other shifts
- 3. Utility Operators on shift
- 4. Utility Operators other shifts
- 5. Last Resort

Heat & Wipe

- 1. Online employees on shift
- 2. Controller on shift
- 3. Utility Operators on shift
- 4. Online employees other shifts
- 5. Controller other shifts
- 6. Utility Operators other shifts
- 7. Low hours remaining on shift
- 8. Low hours on other shifts

*Additional hours will be offered to employees already working if Heat & Wipe runs late.

Clean Up (Including Painting)

- 1. Low hours on shift
- 2. Low hours other shifts

* For the purpose of clean-up / painting the Warehouse will be considered separate from the General Production Area.

21.12 In follow up to our recent discussions to clarify the double time opportunities, the following is what was agreed to:

A shift – Saturday – 10:45 pm to Sunday 10:45 pm

B shift – Saturday – 10:45 pm to Sunday 10:45 pm

C shift – Saturday – 2:45 pm to Sunday 2:45 pm

Any “C” shift employees working 2:45 pm Sunday to 10:45 pm Sunday will be paid at one-half (1 ½) times their hourly rate.

ARTICLE 22 - SHIFT PREMIUMS

22.01 A shift premium of fifty-five (\$0.55) cents shall be paid to all employees working on the second (2nd) shift in year one and two. A shift premium of sixty (\$0.60) cents shall be paid to all employees working on the second (2nd) shift in year three. A shift premium of one (\$1.00) dollar in years one (1), two (2) , and three (3) of the collective agreement shall be paid to all employees working on the third (3rd) shift. Scheduled shifts which commence during one (1) shift premium period and end in another shift premium period shall be paid only the shift premium of the commencing shift.

ARTICLE 23 - OCCUPATIONAL ACCIDENTS AND ILLNESS

23.01 (a) When an employee suffers an occupational accident on the Company premises during his working hours, and is sent for treatment, to the hospital, or doctor's office, or home, such employee will be paid his base hourly rate for the balance of his shift.

(b) If required, the company will supply and pay for transportation to the hospital or doctor's office, then back to the Plant or to the employee's home, on the day of the injury, only.

23.02 When such employee returns to work, he will be reinstated to his former classification, under the Seniority provisions, of the collective Agreement.

23.03 Any employee's reinstatement after an occupational accident/illness is conditional on his supplying a certificate from a physician that he is fit to return to work that is available.

23.04 An employee who is no longer able to perform the work in his classification, but is capable of performing work in another job classification, or any employee who has incurred a compensable permanent or partial disability, may by mutual agreement between the Company and the Union and in accordance with the Workplace Safety and Insurance Act and the seniority provisions of this agreement, be assigned to or retained at an operation at the rate of pay of the operation or at the employees previous rate of pay, whichever is greater.

ARTICLE 24 - NON-COMPENSABLE ACCIDENTS/ILLNESS

24.01 Employees who are permitted to go home due non-occupational illness or injury, will not be paid for the remainder of their shift.

24.02 Any employee's reinstatement after WSIB or W.I. is conditional on his supplying a certificate from a physician that he is fully recovered from the sickness which caused his absence unless he falls under the provisions of 24:04.

24.03 When such an employee returns to work, he shall be reinstated to his former job, under the seniority provisions of the collective Agreement, if such a vacancy exist.

24.04 Any employee who is no longer able to perform the work in his classification, but is capable of performing work in another job classification, or any employee who has incurred a non-compensable permanent or partial disability, may by mutual

agreement between the Company and the Union, and in accordance with the seniority provisions of this agreement, be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay of that position.

ARTICLE 25 - PERSONAL LEAVE OF ABSENCE

25.01 A personal leave of absence, without pay, for a valid reason, acceptable to the Company, may be granted for a period not to exceed up to Six (6) calendar months, provided such leave does not disturb the efficiency of the employee's work area, or plant, and such application is made to the Plant Manager or his designate at least five (5) days prior to the leave of absence, in writing, and written approval is obtained from the Plant Manager or his designate. The Company agrees to consider all requests under this Article, for all employees, in a fair and equitable manner.

25.02 When such an employee returns to work, he shall be reinstated to his former job, under the seniority provisions of the Collective Agreement if such a vacancy exists.

25.03 For employees with seniority the Company will accept as a satisfactory reason, one time only, under Clause 13.03 (d) for absence of an employee up to one hundred and twenty (120) days, for conviction of an offence arising out of the operation of a motor vehicle as well as any absence because he/she is being held in custody pending disposition of the charges against him.

If an employee with seniority is imprisoned following a conviction for an offence other than one arising out of the operation of a motor vehicle, and if the sentence is for one hundred and twenty (120) days or less, and such offence does not negatively impact upon the employee/employer relationship, the Company will grant a leave of absence.

Group Insurance coverage such as E.H.C., Weekly Indemnity, Dental, Life Insurance and Pension will continue only for the first thirty (30) days of such leave of absence.

ARTICLE 26 - PREGNANCY/PARENTAL LEAVE OF ABSENCE

26.01 Pregnancy leave of absence will be in accordance with the Employment Standards Act RSO- 2000.

Parental leave of absence will be available to any seniority employee and will be in accordance with the Employment Standards Act and/or the Employment Insurance Act.

ARTICLE 27 - LEAVE FOR UNION BUSINESS

27.01 An employee elected or nominated by the Union to attend Union Conventions or Meetings, may be granted a leave of absence with pay, for a period not to exceed up to 10 working days, provided such day(s) does not disturb the employee's work area or plant, and the Plant Manager is given a minimum of five (5) working days notice, in writing, of such absence, and not more than five (5) employees shall be granted such leave of absence at any one time and the Company will bill the Union for reimbursement.

27.02 Any employee with seniority elected or appointed to the National or Local Union staff shall be granted a leave of absence without pay and benefits provided that such request is made in writing at least two (2) weeks in advance to the Plant Manager. Employees covered by this clause will accumulate seniority only, during such leave of absence. Employees returning from staff Union leaves, shall notify the Company in writing of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice. Upon an employee's return to work from such leave of

absence, the employee will be returned to his former job, if such a vacancy exists.

ARTICLE 28 - BEREAVEMENT ALLOWANCE

28.01 When a bereavement occurs in the immediate family of an employee, the employee shall be allowed such time as may reasonably be needed and will be paid their base straight time hourly rate for up to five (5) regularly scheduled work days, where the employee would otherwise be at work, excluding Saturday and Sunday. One of these days would include the day of the funeral. For the purposes of this Article, immediate family shall mean wife, husband, father, mother, son, daughter, brother, sister, parent-in-law, grandparent, grandchild, stepparent, stepchild, step brother, stepsister, and same sex partner.

Three (3) days off with straight time pay will be granted at the time of bereavement for an employees' brother-in-law, sister-in-law and grandparent of spouse.

28.02 The employee will notify his immediate supervisor in the event of required bereavement leave approval.

28.03 Such paid bereavement leave as described in Clause 28.01 is only available where the employee would otherwise be at work during this period.

28.04 Proof of death may be required by the Company in exceptional circumstances.

28.05 In the event that the bereavement occurs during a regular employees vacation or statutory holiday the employee may choose to take their vacation or stat at the end of the bereavement period.

ARTICLE 29 - REPORTING-IN-PAY

29.01 An employee who has not been notified in advance "not to report for work", and who reports for his regular scheduled shift, will be given at least four (4) hours work, and if no work is available, he will be paid for a minimum of four (4) hours, at the applicable rate. **The Company shall make every reasonable attempt to inform employees that no work is available.**

29.02 The obligation on the Company will not prevail:

(1) If no work is available because of:

(a) A power shortage or a failure of power supply.

(b) Any conditions due to situations occurring outside the confines of the plant.

(2) If the employee has not kept the Company informed of his current address and telephone number.

ARTICLE 30 - CALL-BACK PAY

30.01 An employee who has completed his/her full daily or weekly shifts, and who has left the plant, and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable overtime rate. Employees called back under this Clause will be guaranteed a minimum of four (4) hours pay at the applicable overtime rate. This Article shall also apply to Union Representation called into the plant by the Company outside of their normal shift.

ARTICLE 31 – HEALTH AND SAFETY

31.01 The Company and the Union realizing the benefits to be derived from a safe and healthy place of employment, agree that they, together with all employees, the Union negotiating committee, committee persons and supervisors, will cooperate

to the fullest extent to promote safe work practices, health conditions, and enforcement of safety rules.

31.02 Safety equipment and devices will be in accordance with the provisions of the Province of Ontario Health and Safety Act.

31.03 The Joint Health and Safety Committee will be maintained during the life of this agreement. The committee will consist of eight (8) members, four (4) of whom will be appointed by the Company and four (4) of whom will be appointed/elected by the Union. One (1) of the Unions representatives shall be designated as the Union Co-Chair and shall be retained on the day shift. The Union Co-Chair shall be employed full time on health and safety issues and be paid at (labour class 4) wage rate. One alternate unionized rep will be appointed/elected for each shift by the Union Co-Chair and be responsible for TDI monitor checking and filling out accident/incident reports in the absence of the regular rep, carrying out the regular responsibilities of the regular shift rep.

The Joint Health and Safety Committee will be trained **by the WHSC** as Certified Worker Representatives with all the cost of such training to be paid by the Company. The Joint Health and Safety Committee will recommend what annual specific sector training is required by its members. Alternate reps will have a minimum Health & Safety Level 1 training provided by the WHSC and will fill in for regular reps who cannot attend a scheduled meeting.

The Committee **will hold monthly meetings unless otherwise agreed in advance by both JHSC Co-Chairs** and safety inspection tours of the Plant, in accordance with the provisions of the Health and Safety Legislation of the Province of Ontario. The committee will review all accident reports and the shift Joint Health and Safety Committee representative and supervisor will jointly conduct the initial investigation with the injured worker without undue delay. **Any employee returning to work on modified duties will be interviewed with the HS&E Co-Chair or Worker Rep and a representative from the Company to review the WSIB Functional Abilities Form(s) to jointly agree on a Return To Work Program with the intent of returning the worker as soon as possible to their full job duties.** The Union Health and Safety Representative shall accompany any inspection conducted by a Ministry of Labour inspector. A copy of any order issued by the Government Inspector shall be given to the Union Health and Safety Co- Chair. The function of the Committee shall be to advise the Plant Management concerning Safety and Health matters, but not to handle grievances.

On health and safety complaints, the shift Health and Safety Representative will investigate the employees' concern with the immediate supervisor, without undue delay. It is agreed that when the nature of the complaint is such that the Rep may require assistance, she/he may request the presence of the Co-Chair.

The company and the Union agree that, from time to time, representatives of Management and/or a Committee member may attend Safety and Health Committee meetings.

The Company is committed to holding regular Ergonomic meetings with the JHSC on a bi-monthly basis unless otherwise agreed in advance by both JHSC Co-Chairs. These meetings will be scheduled in conjunction with the regular JHSC meetings. The Company also recognizes that both JHSC Co-Chairs will be involved in all Ergonomic studies done by any outside Agency.

If HS&E Chair, Shift Rep or Alternate Safety Rep is not present to check TDI monitors, the Skilled Trades member on shift as a last resort will be responsible for all sign-offs. The Company will provide all necessary training with regards to these checks and sign-offs.

- 31.04 All employees will be required to wear Company approved safety shoes or boots as a condition of employment and such foot protection shall be CSA approved. The Company will pay for all regular employees only, once each consecutive twelve (12) months from date of last purchase, a maximum of \$110.00, towards the purchase of one pair of safety shoes or boots. The Company may authorize an additional contribution of \$60.00 towards a second pair of safety shoes or boots within the twelve (12) month period for years 1, 2 and 3 of the Collective Agreement.
- Skilled Trades and Tooling employees will be afforded a maximum of \$150.00 towards a pair of safety shoes or boots. Skilled Trades/Tooling will be able to buy a second pair in cases where safety shoes or boots have deteriorated due to working conditions upon Company authorization with a second \$150.00 subsidy within a twelve month period for all three years of the Collective Agreement.**
- 31.05 All employees working in Company designated safety glass areas, will be required to wear safety glasses provided by the Company as a condition of employment. The Company agrees to pay 100% of the cost of prescription safety glasses and Company approved safety frames, with eight (8) varieties of frames, and such eye protection shall be CSA approved, for regular employees working in such designated areas requiring prescription safety glasses, once each consecutive twelve (12) months from the date of last purchase, if necessary. The Company accepts no responsibility for the employee's eye examination or adjustments.
- 31.06 Prescription safety glasses damaged on the job (severely spotted glasses included) will be replaced by the Company at no cost to the employee.
- 31.07 The employee's share of the cost for safety boots or shoes and prescription safety glasses will be held on the completion of an employee's probationary period.
- 31.08 **This confirms our understanding that during the life of this contract the Company will continue to provide a covered outdoor shelter for the smoking area.**
- 31.09 It is agreed that each year on April 28, at 11:00 A.M. work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.
- 31.10 The Union may appoint, one of the worker Health and Safety Committee members, on a temporary basis Health and Safety Representative, will be absent for greater than 4 days. Such employee will be paid at the applicable rate. The full time Health & Safety Rep shall give a minimum of five (5) working days notice of such absence.
- 31.11 **The HS&E Co-Chair will be involved in all aspects of the Internal Corporate HS&E Audit.**
- 31.12 **The Company agrees to continue completing Safety Start-Ups however, the HS&E Rep must swipe in and out and will be paid for all time worked at the applicable rate. The HS&E Rep is unavailable, the Alternate Rep will be used.**

31.13 The internal CAW Trainers will be given first opportunity to train the CAW members on the existing HS&E programs provided this training has normally been offered in the past by in-house trainers.

ARTICLE 32 - UNION/MANAGEMENT MEETINGS

32.01 The Company agrees that regular monthly Union/Management meetings will be held, with time and dates to be mutually agreed upon, to discuss current issues in the Plant. Meetings will normally be held off-site.

32.02 The Company will allow the Union Committee two hours in the plant before such meeting to prepare an agenda for the meeting.

ARTICLE 33 - REST PERIOD

33.01 Employees assigned to a one (1) or two (2) shift basis will be granted a thirty (30) minute lunch period without pay. Employees assigned to a three (3) shift basis will be granted a twenty (20) minute paid lunch period. The Company and Union will mutually agree prior to changing the time of the existing lunch periods. Two fifteen (15) minute rest periods will be granted to eight (8) hour shift schedules. Employees are to relieve each other as required, both during the lunch break and break periods, without adjustment in job rate.

The relieving shall be so accomplished as to provide lunch and breaks at reasonable times with meal times, as close to mid-shifts as possible.

ARTICLE 34 - TOOL ALLOWANCE

34.01 Maintenance/Tooling employees, as a condition of employment, will be required to provide their own hand tools and measuring devices. **The Company agrees to pay a tool expense reimbursement of up to seven hundred and fifty (\$750.00) in the first year, seven hundred and seventy-five (\$775.00) in the second year, and eight hundred (\$800.00) in the third year of the contract to each Skilled Trades/Tooling employee. The above mentioned amounts are gross before tax.**

The Tool Allowance will be paid on the first pay of June each year of the Collective Agreement. The Company will provide insurance protection to a maximum of the cost of the Company approved list from fire, and water damage and proven theft from locked tool boxes for Maintenance/Tooling employees only, properly stored on Company premises.

Maintenance/Tooling employees shall not be eligible for compensation under this article until he has completed the Probationary/Trial period.

ARTICLE 35 - AGREEMENTS

35.01 The Union agrees that this Agreement constitutes the entire Agreement between the parties, and that any and all previous Agreements, Supplementary Agreements, Letters of Intent, Understandings, etc. whenever made and whether or not reduced to writing, are hereby cancelled, and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions or employment, working conditions and employee benefits, are limited exclusively to those specifically stated in this Agreement.

ARTICLE 36 - JURY/CORONER DUTY/SUBPOENAED

36.01 An employee who is called for Jury/Coroner service shall be excused from work for the days on which he serves and he shall receive, for each such day of jury duty on which he, otherwise, would have worked the difference between eight (8) times his base hourly rate and the payment he receives for Jury/Coroner service. The employee will present proof of service and the amount of Jury/Coroner duty fee paid by the Court.

This clause will also apply in the case of an employee who is working afternoon or night shift and has to report for jury duty or Crown witness during nonscheduled working hours. Such employee will be granted with pay the shift

following or the shift prior to reporting for jury duty or to serve as a Crown witness.

ARTICLE 37 - TECHNOLOGICAL CHANGE

37.01 An employee whose job is eliminated as a result of technological change, shall apply his seniority on a job classification, then plant basis (excluding tool repair) provided the employee is able to perform the job.

37.02 Where new or greater skills are required than the skills already possessed by the affected employee, that employee shall be given a reasonable period of time, of approximately **six (6) weeks**, without reduction in regular hours of work, or regular rates of pay, during which they may acquire the necessary skills required by such technological change.

37.03 The employee whose job is eliminated as the result of technological change shall retain the previous classification rate for a period of **six (6) weeks**.

ARTICLE 38 - REPRIMANDS

38.01 Non-cumulative reprimands will be null and void after a period of twelve (12) months.

ARTICLE 39 - COST-OF-LIVING ALLOWANCE

39.01 All employees covered by this Agreement shall be eligible to receive a Cost-Of-Living Allowance in accordance with the following:

39.02 The Cost-Of-Living Allowance shall be based on the February 1993 Consumer Price Index for Canada (CPI).

39.03 The Consumer Price Index for Canada (1986 = 100) shall be used to determine adjustments. A one (1) cent adjustment shall be made for each point zero nine five eight (.0958) change in the Consumer Price Index for Canada starting in the first year of the Collective Agreement.

39.04 **Effective on the first complete pay period beginning in August, 2005, and quarterly through May, 2008 adjustments to the Cost-of-Living Allowance, shall be made as of an average of the following periods:**

Date of Adjustment - Based on Comparison on CPI for:

**Aug., 2005 - June, 2005 with March, 2005
Nov., 2005 - Sept., 2005 with June, 2005
Feb., 2006 - Dec., 2005 with Sept., 2005
May, 2006 - March 2006 with Dec., 2005
Aug., 2006 - June, 2006 with March, 2006
Nov., 2006 - Sept., 2006 with June, 2006
Feb., 2007 - Dec., 2006 with Sept., 2006
May, 2007 - March, 2007 with Dec., 2006
Aug., 2007 - June, 2007 with March 2007
Nov., 2007 - Sept., 2007 with June, 2007
Feb., 2008 - Dec., 2007 with Sept., 2007
May, 2008 - March, 2008 with Dec., 2007**

- 39.05 The amount of Cost-Of-Living Allowance in effect shall be paid for each hour worked, and will not be included in any calculations of premiums or benefits, other than vacation and Paid Holidays. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the CPI Index for any base month.
- 39.06 Should the CPI in its present form (1986 = 100) become unavailable, the parties attempt to adjust this Article, or, if an agreement is not reached, request Statistics Canada to provide the appropriate conversion or adjustment.
- 39.07 The Cost of Living Allowance will be rolled into the base rate annually, effective May 23rd each year of the Collective Agreement.**

ARTICLE 40 - WAGES

- 40.01 The hourly wage rates for the Job Classifications covered by this Agreement, are outlined in Appendix "A" of this Agreement and by reference herein are made part of this Agreement.

ARTICLE 41 - EMPLOYEE BENEFITS

- 41.01 The Employee Benefits Section is designed Appendix "B" of this Agreement and by reference herein are made part of this Agreement.
- 41.02 The Company agrees to provide the Union with the copies of all benefit insurance policies with all carriers and to provide all the employees with a copy of coverage amounts and limits for all benefits.

ARTICLE 42 - PAID EDUCATION LEAVE/ SOCIAL JUSTICE

- 42.01 The Company agrees to pay into a special fund three (3) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union C.A.W., and sent by the Company to the Canadian Region C.A.W. Headquarters at 205 Placer Court, Willowdale, Ontario, M2H 3H9.
- 42.02 The Company agrees to contribute one half cent (\$0.005) per hour worked to the CAW Social Justice Fund. The Company agrees to forward the contributions quarterly to: Bank of Montreal, Transit No. 2465, Account No. 1018-788. The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence, subject to the terms of clause 25.01, without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a 12 month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 43 - SKILLED TRADES

- 43.01 The Skilled Trades covered by this article constitute those trades which are as follows:
Electricians/Electronics
Maintenance Mechanic (Machine Repair)
- 43.02 Employees bidding into the Maintenance Department will not carry Plant wide seniority for the purpose of lay-off, recall or vacation preference.
- 43.03 The Company agrees to deduct C.A.W. Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of entry into the skilled trades. First deduction to be made from the employees from the first pay

received after completion of the probationary period or entry into the Skilled Trades. Future deductions to be made in January of succeeding years, or upon completion of one (1) months work in that calendar year.

- 43.04 Entry into the Skilled Trades shall be restricted to persons who provide documentation supporting their claim to required work experience and...
- (a) who qualify for journeyman status as outlined in the Company Job Description.
 - (b) or, who qualify for journeyman status through any apprenticeship program recognized by the Ministry of Labour, or hold a C.A.W. journeyman card in the trade in which he claims recognition.
 - (c) or, who provides documents prior to hire or promotion from any classification, proving their claim to journeyman status.
- 43.05 In the event of a reduction in the Skilled Trades the following lay-off procedure shall apply:
Supplementary Help and Probationary Journeymen will be laid off in that order from the classification affected. Journeymen will be removed in line with their seniority from the Skilled Trades classification affected by the reduction.
- 43.06 The Company will pay two (2) hours at time and one-half pay per weekday and two (2) hours pay at the applicable rate on the weekend and holidays each time the particular Skilled Trade Technician is given a cell phone or pager for stand-by pay.**
- 43.07 It is the policy of the Company that outside contractors will not be utilized in the plant to perform work normally done by our Skilled Trades.
- (a) In the event utilization of outside contractors is required, the following procedure will take place:
 - 1) The need will be reviewed in detail, by advanced discussion with the Skilled Trades Representative. This will include the contractors' names, qualifications, and as much detail as is known of the work they will be assigned to .
 - 2) If it is work normally performed by Skilled Trades, it will be offered to the Skilled Trades first.
 - 3) Prior to the commencement of required in-plant Health and Safety Training, the contractors' names and qualifications will be supplied to the Skilled Trades Representative.
 - 4) The Company will use outside contractors licensed in the trade they will be performing. The Company and the Union recognize that, at times, the work in question may not require a licensed contractor. If this situation exists, it will be discussed with the Skilled Trades Representative prior to the Contractor being brought into the plant.
 - (b) If the Company out sources any maintenance work within the scope of our Skilled Trades departments, no Skilled Trades employees shall be laid off, or continue on lay-off, or be deprived of any overtime opportunities.
 - (c) Exceptions to the above would be basic services such as fire suppression testing, security guards, building locks and key systems, scale calibrations, groundskeeping, snow removal, and janitorial.
- 43.08 The Company recognizes the need for training and updating the skill levels of the Skilled Trades personnel in the plant to the point where they may properly service, repair, and maintain the existing and future equipment of the plant.
- (a) The Company will ensure Skilled Trades personnel are properly trained on any new piece of equipment and or machine installed in the plant.

(b) Whenever possible the Company will ensure Skilled Trades personnel interface with outside contractors when there are specific skills which our employees would require to learn.

(c) In the event an outside contractor, Corporate Engineering, and/or Internal Engineering are involved in the modification, new installation, or upgrading of any current piece of equipment or machinery the appropriate Skilled Trades personnel will be advised and provided training if needed on the changes or modifications made. This will ensure our employees will be able to properly maintain the equipment.

(d) A yearly training analysis will be conducted for all Skilled Trades personnel in conjunction with the Skilled Trades Representative. The results will be reviewed on an as needed basis throughout the year.

43.09 The Company will stagger the Skilled Trades lunch and break times unless 2 Skilled Trades employees are required for a project/task or if they are required to attend to an urgent situation such as a breakdown in production.

43.10 The Company agrees to Re-Post for Shift Ownership for Skilled Trades employees only, one (1) time per Contract.

ARTICLE 44 - DURATION OF AGREEMENT

44:01 This Agreement shall become effective the **31st day of May 2005**, and shall remain in effect until the **30th day of May 2008**, and either party may give notice in writing, to enter into negotiations for the purpose of amending any terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination. Signed by their duly authorized officials, **this 31st day of May, 2005.**

For the Company:

For the Union:

APPENDIX "A" - WAGE RATES

Effective Date			
	May 31, 2005	May 31, 2006	May 31, 2007
Labour Class	After Prob. Period	After Prob. Period	After Prob. Period
1	\$23.09	\$23.09	\$23.09
2	\$23.54	\$23.54	\$23.54
3	\$23.59	\$23.59	\$23.59
4	\$24.60	\$24.60	\$24.60
5	\$30.02	\$30.02	\$30.02

*COLA roll-in reflected in year 1 only. Year 2 and 3 shows current base rate. COLA roll in to be determined at appropriate date as outlined in Article 39.

PROBATIONARY RATES

**Three (3) years to job rate starting at 70%
Intervals for increase equal to 5% every 6 months.**

CLASSIFICATION	LABOUR CLASS
Components	1
Demould	1
Finishing	1
Controller	2
Materials	2
Lab Technician	2
Auditor	2
Utility Operator	3
Receiver	4
H & S Co-Chair	4
Tooling	4
Union Chair Person	5
Maintenance	5
Electrician	5

Skilled trades will be :1.3 times production rate.

Skilled Trades will receive full rate after successful completion of probationary period.

APPENDIX "B" – EMPLOYEE BENEFITS - WHITBY

The Company agrees to pay one hundred (100%) percent of the current monthly premium for regular employees and eligible dependants for the Ontario Health Insurance Plan.

The Company agrees to pay one hundred (100%) percent of the current monthly premiums to provide Employee Group Benefits, under the Provisions of a Master Policy, for the duration of the agreement, where the benefits are extended to same sex spouses, and Co-ordination of Benefits are applicable for all benefits except drugs, as follows:

The Group Life Insurance Benefits, including Basic Life Insurance Benefit for:

(i) employees hired prior to April 15, 1993, is an amount based on two and one-half (2 1/2) times the employee's current annualized base hourly rate to a maximum of: \$85,500 for the life of the Collective Agreement

(ii) employees hired on or after April 15, 1993, an amount based on one(1) times the employee's current annualized base hourly rate to a maximum of: **\$43,500** for the life of the Collective Agreement

The Group Life Insurance Benefit also includes Accidental Death and Dismemberment. Benefit for all employees is equal to one (1) times the employee's current annualized base hourly rate to a maximum of: **\$43,500** for the life of the Collective Agreement

b) Extended Health Care Benefit, for regular employees and eligible dependents, subject to the maximums of insured services described in the Master Policy, and those identified in items (i) to (viii) below.

i) **a PLAN UTILIZING AN IDENTIFICATION DRUG CARD, WITH A TWO DOLLAR (\$2.00) deductible available only for prescriptions, generic drugs will be used for all prescriptions. There will be a nine dollar (\$9.00) dispensing fee cap.**

ii) Vision care for regular employees and their eligible dependents to a maximum of **four hundred (\$400) dollars** once every twenty-four (24) months, with no deductible. The cost of eye examinations not payable by the Ontario Health Insurance Plan will be considered an eligible expense within the **\$400** coverage.

iii) Annual deductibles of \$25 single and \$50 family to be applicable to all eligible expenses except Drugs and Vision Care.

iv) Hearing Aids expenses to be eligible for up to a maximum payment, every 24 months, of \$500 per eligible person. If two(2) hearing aids are required there will be a maximum of \$1,000, every 36 months. The cost of batteries for hearing aids is included in the \$500.00 benefit.

v) Speech Therapy expenses to a maximum of \$400 per eligible person in a calendar year.

vi) **Chiropractor expenses will be paid on top of OHIP up to a maximum of \$1000 per eligible person in a calendar year.**

vii) Occupational Therapy expenses to a maximum of \$500 per eligible person in a calendar year.

viii) Survivor Benefits – Upon the death of an active employee, the Health and Dental Benefits will be continued for a period of sixty (60) months. A Dental Benefit, for regular employees who have completed their probationary period, and their eligible dependents, subject to the maximums of insured services provided under the Master Policy, and those identified in items (i),(ii),(iii) below:

(i) The amount of eligible dental expenses will be determined by use of the ODA schedule in effect one (1) year lag prior to the incurred claim.

(ii) Routine dental check-up expenses for eligible employees and their dependents will only be eligible once every nine (9) months, except six (6) months for dependent children as defined by the Master Policy.

(iii) Annual deductibles of \$25 single and \$50 family to be applicable to all eligible expenses except Preventative and Minor Restorative Services under the Dental Plan.

Co-ordination of Benefits is mandatory.

PREVENTATIVE SERVICES:

100% of the cost of routine examinations; cleaning, scaling and fluoride applications; oral hygiene instruction, bite-wing; full mouth and diagnostic x-rays, laboratory procedures; and dental consultations every six (6) months for children and nine (9) months for adults.

MINOR RESTORATIVE SERVICES:

100% of the cost of fillings; extractions, gum treatment; root canals; anesthesia and drug injections; simple oral surgery; and repair, rebasing and relining of dentures.

MAJOR SERVICES:

50% of the cost of crowns; onlays; bridgework; and dentures to a maximum of \$3,000.00 per calendar year.

ORTHODONTIC SERVICES:

50% of the cost of braces and other treatments required to straighten teeth for dependent children, up to a separate lifetime maximum of \$4000.00 for each child. Note that for this benefit ortho work must have been started by the time the eligible dependent has reached the age of 19.

WEEKLY INDEMNITY:

The Company will pay one hundred percent (100%) of the monthly premiums, for regular employees, to provide weekly indemnity insurance benefits, under the provisions of a master policy, coverage to provide benefits on a 1-1-4 basis, of 66 2/3% of basic weekly wage for a maximum of fifty-two (52) weeks. Cheques will be mailed directly to the employee's residence.

The Company agrees to pay the cost for all required medical documentation for Weekly Indemnity claims and supplemental claim forms. The Company agrees to instruct the carrier to copy the employee on the status of the employee's claim. The Company and the Union agree that the results of an Independent Medical Examination (I.M.E.) mutually arranged by both parties will be binding by both parties when there is a medical dispute in the W.I. Claim. The Company will pay the cost of this medical.

LONG TERM DISABILITY:

The Company will pay one hundred (100%) percent of the monthly premiums for Long Term Disability coverage for all regular employees. There is a 52 week qualifying period during which time disability benefits are provided under the Weekly Indemnity Plan.

Long Term Disability Benefits, to provide a benefit of 66 2/3% of the base salary in effect at the commencement of the disability, offset by any benefits received from Canada Pension Plan, Workplace Safety Insurance Board or other sources, until the earlier of the being able to return to work or reaching age 65, subject to the provisions of the Master Policy.

PENSIONS:

The Company agrees to contribute to a Pension Plan for Whitby regular employees, as follows:

Members with twenty (20) years or more of credited service, and age 60 or more, may retire early with no reduction in benefit level. Members with age plus service totaling at least 85 points, with a minimum age of fifty-five (55), may retire early with no reduction in benefit level. **Employees who leave the Company prior to age 65 and are eligible to receive an unreduced pension as defined above will be eligible to receive a monthly separation allowance equal to \$10.00 per month per year of service if they retire during the 2nd year of this Agreement.**

Credited service will accrue to members on LTD for 18 months from the date of disability. Members having at least twenty (20) years of service on the date of disability will have their credited service accrue for the remainder of the disability. Statutory Spousal benefit equal to 95% of the life only pension, provided the spouse is within at least ten (10) years of age of the member. If the spouse is younger than 10 years of age of the Member the Statutory Spousal benefit will be reduced by an additional 1/2% for each year in excess of 10 years by which the Spouse is younger than the member. The pension benefit formula providing a pension benefit for retirement, deaths, or terminations shall be:

For Credited Service Prior to January 1, 2005:

The greater of:

- a) **The accrued pension benefit as at 1/1/2005, and**
- b) **\$41.00(\$51.00 Skilled Trades) per month per year of credited service effective January 1, 2005; \$42.00 (\$52.00 Skilled Trades) per month per year of credited service effective June 1, 2006; and \$44.00 (\$54.00 Skilled Trades) per month per year of credited service effective June 1, 2007.**

For Credited Service on or after January 1, 2005:

\$41.00(\$51.00 Skilled Trades) per month per year of credited service effective January 1, 2005; \$42.00 (\$52.00 Skilled Trades) per month per year of credited service effective June 1, 2006; and \$44.00 (\$54.00 Skilled Trades) per month per year of credited service effective June 1, 2007.

It is agreed and understood by the Union, that the Group Insurance Benefit and Pension outlined in Appendix "B" will be suspended, at the end of the month following the month of layoff, and at the end of the month of the commencement of any leave of absence, at the end of the Weekly Indemnity period when off due to non-occupational sickness or injury, and after one (1) year of absence on Workers Compensation. Group Insurance Benefits and Pension will terminate at the date of termination of employment and retirement **except in the case of early retirement where a drug card will be provided to the employee until his 65th birthday.**

RETIREMENT INSURANCE:

The Company agrees to provide a "Paid-Up" Life Insurance Policy with a benefit of two thousand dollars (\$2,000.00) at normal retirement, for the duration of the Agreement.

LETTER OF UNDERSTANDING #2

MUTUAL EXCHANGE

Purpose:

Under certain situations the company may allow an employee to switch shifts. All exchanges are subject to company approval. Exchanges will be two weeks or less. Any longer duration of exchange will only be allowed after approval by Plant Manager or his designate.

Procedure:

(1) An employee requesting a temporary shift change must fill out a form indicating what shift they request to change to and the duration. Employees will only be permitted to change to another shift in their respective area/classification.

(2) Any employee who wishes to exchange shifts will approach the highest seniority employee in their area/classification that is willing to exchange shifts. He will then submit the completed form to the Supervisor.

(3) For Overtime equalization, the exchanging employees would assume each others spots on the equalization sheets.

(4) For seniority purposes, The employees would fall into the rotation of the person they switched with (if a rotation exists). For purposes of temporary transfer or job selection the exchanging employees will be considered as lowest seniority. Their own seniority will apply for job bidding, postings, and lay-off.

LETTER OF UNDERSTANDING #4

JOB ROTATION

Upon completion of the probationary period, each employee will take part in a scheduled rotation.

Example work areas:

Component Insert and Stock

Demould

Finishing

Materials

**LETTER OF UNDERSTANDING #5
TEMPORARY ABSENCE PROGRAM**

This letter of understanding outlines the application of Temporary absence Work Release Program when approved by the Ministry of Correctional Services. The Company agreed that it would participate in such a program provided that:

1. The employee has advised the Company in advance that a leave of absence might be required for the trial and adjustment period.
2. Such trial and adjustment leave will not exceed three (3) days, unless mutually agreed between the Company and the Union to extend the time.
3. The nature of the misconduct which has resulted in a jail sentence has not already impacted the employer/employee relationship.
4. The employee only requests such a program once during the life of the contract.

**LETTER OF UNDERSTANDING #6
SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation. A comprehensive proactive approach will be taken towards dealing with substance abuse and its related problems. Assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

Assistance for physical illness, mental and/or emotional stress, marital or family problems, substance abuse, legal and debt issues, will be continued to be provided through an outside referral agency. The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

If an employees' employment is terminated due to substance abuse, and he/she immediately requests substance abuse assistance, the Company will pay Weekly Indemnity and the cost of the initial in house treatment program to a maximum of ninety (90) days.

Further, the Company and Union will recognize one appointed Substance Abuse Representative from the Bargaining Unit and one Substance Abuse Representative from Management. The Company to provide for all necessary training.

The Substance Abuse Representative will be paid 2 (two) hours a week at time and one half of their base hourly rate per week as part of their role as Representative.

**LETTER OF UNDERSTANDING #7
PENSION ADJUSTMENTS**

The Company agrees that it will not amend the pension plan without written approval from the Union.

**LETTER OF UNDERSTANDING #8
L.O.A. and PENSION**

The Company agrees that while an employee is on a Leave of Absence for Union business, the employee will continue to accrue credited service for this pension.

**LETTER OF UNDERSTANDING #10
W.S.I.B. DISPUTED CLAIM**

The Company agrees that in a case where there is a question regarding if an illness or injury, is work related or not work related, the employee may file for Weekly Indemnity benefits while waiting for a decision from the Workplace Safety and Insurance Board. This procedure will include employees who have been tested for ISO Sensitization. The entitlement for Weekly Indemnity is only dependent on the normal eligibility provisions for Weekly Indemnity.

LETTER OF UNDERSTANDING #11

GRIEVANCE OF W.I., DENTAL AND E.H.C. DECISIONS

The Company agrees that employees have the right under the collective agreement to grieve the Company regarding a decision made by the carrier of the Weekly Indemnity, Dental and Extended Health Plans. Grievances to begin at Step #3.

LETTER OF UNDERSTANDING #12

CLOTHING ALLOWANCE

The Company will provide laundered clothing to the Skilled Trades/Controller/Tooling employees.

LETTER OF UNDERSTANDING #13

OUTSIDE CAMERAS

The Company agrees the intention of the outside cameras is for vandalism, theft, and employee safety only.

LETTER OF UNDERSTANDING #14

ISO MONITORS

The Company will continue to follow existing Whitby policy regarding monitoring of Isocyanates and appropriate evacuation protocol. Inclusive of this policy is an instantaneous alarm level of 5 PPB for an appropriate monitoring device **of SPM's and TLD's or equivalents where they are required to be used.**

LETTERS OF UNDERSTANDING #15

PAYROLL DISCREPANCIES AND GRIEVANCES

Payroll discrepancies will be issued to the individuals within 24 hours of the Company becoming aware of the problem.

Grievances paid as a result of one (1) day or greater suspensions **or which results in a payment of over \$60.00 will be paid on a separate payroll cheque during a regular payroll period.** Payroll direct deposit will occur on Thursdays, with payroll deposit notices being distributed on Wednesdays.

LETTER OF UNDERSTANDING #16

WEEKLY INDEMNITY BENEFIT CLAIM DELAYS

In the event a regular employee of the Woodbridge Foam Corporation (Whitby) submits a properly completed Weekly Indemnity Claim form and the claim is delayed or denied by Manulife due to insufficient medical information, the Company hereby agrees, as standard practice, to instruct Manulife to begin paying the benefit, at the applicable rate, commencing with the 15th day beyond the submission date of the claim based on the following:

1. The form must be properly completed and signed by both the employee and the employee's physician.
2. This letter shall remain in effect for the life of this 2005 Contract Negotiations Agreement.
3. In the event the claim is denied by Manulife based upon an Independent Medical Examination (I.M.E.) as mutually arranged by both the Company and the Union, the employee must reimburse the Company. \$50.00 per pay will be withheld until all monies advance to the employee in error are refunded. The employee must sign a waiver before the Company will advance any payments to the employee.
4. The parties agree that all claims entitlement disputes will be resolved by the application of the I.M.E. process. The I.M.E. decision will be final and binding on both parties and not subject to the grievance procedure.
5. The employee is required to attend all medical appointment scheduled for the I.M.E. process.

LETTER OF UNDERSTANDING #17

SAMPLE MAKING

The Company and the Union agree that during the launch of new products, samples represent a transition phase between experimental work and production. This letter outlines typical bargaining unit work in finishing. Finishing Area responsibilities around sample making include trim, repair, de-foaming and packaging.

LETTER OF UNDERSTANDING #18

PLANT CLOSURE

Our objective at Woodbridge Foam is to operate a successful, competitive business at each of our plants. We recognize, however, that business conditions are constantly changing. In the interest of our relationship with the CAW and our employees, we believe it is useful to express our commitment in the event of a plant closure at some point in the future. Woodbridge undertakes to provide the Union six (6) months advance notice of an intended plant closure. Following notice, the Company would be prepared to meet with the Union for the purpose of negotiating a Plant Closure Agreement. Such discussions would occur immediately following the notice to the Union.

During the 2005 Contract Negotiations the Company and Union agreed that if a full plant closure occurred each employee would be eligible to receive two weeks per year of service which includes ESA provisions and continuation of benefits during the severance period.

LETTER OF UNDERSTANDING #19

HEALTH & SAFETY

In the event the employee's right to "work refuse" under the current Occupational Health and Safety Act is revoked, the Company agrees to meet with the Union to implement a mutually agreed upon alternate procedure.

If at any time, between the time the right to work refuse is revoked and the Company and the Union arrive at an alternate procedure, the Company will not act in a manner that is arbitrary, discriminatory or in bad faith.

LETTER OF UNDERSTANDING #20

HIRING OF STUDENTS

The Company may employ students on the following basis: Students may be employed for the summer months, May to September. It is understood that students shall not be employed if regular employees of the Bargaining Unit are laid off. The parties further agree that: Students will not acquire seniority while working in this status, and further, will not be covered by the Seniority provisions contained in this Collective Agreement.

Such students will be required to pay Union dues per the provisions of Article 4. Such students will be paid at the "New Hire" start rate, as outlined in Schedule "A" of this Agreement. The Company agrees to offer each overtime assignment to regular, qualified employees first, before utilizing such students. Students shall mean a person attending school, college, or university on a full time basis and who has indicated their intentions to return to school at the end of the summer break, by signing a letter stating such.

LETTER OF UNDERSTANDING #21

UNION OFFICE

In the event the Company must relocate the Union to a different office, this office will be comparable to their existing office in terms of facility standards. **In the event the Company has the available resources to modernize our communication systems the Union and Health & Safety Chair offices will be addressed at that time.**

**LETTER OF UNDERSTANDING #22
JOB SAFETY ANALYSIS**

The Company agrees to review and update as required all JSA's as per the Woodbridge Foam Corporate HS&E Standards.

**LETTER OF UNDERSTANDING #23
MANULIFE CLAIMS INQUIRIES**

During the 2002 Negotiations the Company and Union had discussions with regards to the Union Representative having access to the Manulife Representative for claims inquiries. The Company agrees that, when there is a need for such Union representative to be involved, the contact to the Manulife Representative will be done in conjunction with the Human Resources Manager or designate.

**LETTER OF UNDERSTANDING #24
SKILLED TRADES**

During Contract negotiations in 2002 , it was agreed that members of the Skilled Trades who worked during the Christmas Holidays, would be able to bank the eight (8) hours worked, to be taken at a later date that was agreeable to the employee and the Company.

A further consideration was that if requested, and based upon workload circumstances determined by the Company, two millwrights may be allowed to take their vacations simultaneously.

**LETTER OF UNDERSTANDING #25
WOMEN'S ADVOCATE**

March 1, 2002

TO: Plant Chairperson

RE: Women' s Advocate

As a result of discussions the Union and the Company agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home

or workplace harassment. They may also need to find out about special resources in the community such as counselors or women's shelters to assist them in dealing with these or other issues.

The parties agree to recognize that the role of the Women's Advocate will be served by a CAW female member. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality.

The Women's Advocate will develop appropriate communication to inform female employees about the advocacy role.

Carolyn McClellan
Human Resources Manager

LETTER OF UNDERSTANDING #27

Job Descriptions

A joint job description committee will be established to review the need for updated Job Descriptions. The committee will consist of a steward or employee with significant experience, the Plant Chair and Human Resources Manager and Production Manager or their designates.

LETTER OF UNDERSTANDING #28

Weekend Canvassing Procedure

- a) The Company reserves the right to initiate any pre-canvassing for weekend on the Wednesday or later.**
- b) All on-shift employees present on the day of canvassing will be asked for all overtime blocks including off blocks.**
- c) Employees will be notified on Thursday or Friday of which blocks they are eligible to work.**
- d) The equalization hours on the day accepting employees are approached for confirmation of weekend overtime will be used. These hours will not be factored into the equalization sheets.**

LETTER OF UNDERSTANDING #29

Skilled Trades Pension Benefit

It is agreed between the Company and the Union that due to the implementation of a new Pension Plan in the current Collective Agreement, if any of the following employees take retirement during the current Collective Agreement, their pension entitlement will be calculated under the terms of the former plan and the terms of the current plan. If there is a positive difference between these two calculations, the value of the difference shall be placed into an individual RRSP in the name of the affected individual.

Neil Barber
Mike Ruta
David Grant
Mike Wilson
Jamie Lees
Thye Wong

Ron VanHaecke
Plant Manager

COMPANY MISSION

DEDICATED TO BEING THE MOST TIMELY, QUALITY CONSCIOUS AND COST EFFECTIVE SUPPLIER IN EACH OF THE MARKET'S WE SERVE.