

Collective Agreement

Between

**Woodbridge Foam Corporation  
Foam in Place Division**

located at

140 Cathcart Street  
Blenheim, Ontario

Herein after called “the Company”

and

**National Automobile Aerospace  
Transportation and General  
Workers Union of Canada  
(CAW)**

Local 127

Herein after called “the Union”

11127 (05)

# INDEX

<b>PAGE</b>	<b>ARTICLE</b>	<b>ARTICLE DESCRIPTION</b>
3	1	Purpose of Agreement
3	2	Recognition
4	3	Management Rights
5	4	Union Membership and Check-Off
6	5	Discrimination / Harassment
7	6	Union Representation
9	7	Strikes and Lockouts
9	8	Grievance Procedure
11	9	Arbitration
12	10	Discharge
12	11	Probationary Period
13	12	Seniority
14	13	Layoff
15	14	Recall
15	15	Job Posting
16	16	Temporary Assignments / Transfers
16	17	Paid Holidays
18	18	Vacations
19	19	Hours of Work
20	20	Overtime
21	21	Shift Premiums
21	22	Reporting – In Pay
21	23	Call Back Pay
22	24	Occupational Accidents or Illness
22	25	Sick Leave of Absence
23	26	Personal Leave of Absence
23	27	Maternity and/or Parental Leave
23	28	Leave for Union Business
23	29	Bereavement Leaves of Absence
24	30	Jury / Coroner Duty
24	31	Safety and Health
26	32	Lunch and Rest Periods
26	33	Bulletin Boards
26	34	Maintenance Tools
26	35	Agreements
27	36	Job Classification – Wages
27	37	Employee Benefits
27	38	Paid Educational Leave
28	39	Duration of Agreement
29		Appendix A
32		Appendix B

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01** It is mutually agreed that the purpose and intent of this Agreement is to promote co-operation 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, 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 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 the 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 in Foam In Place Division, located at Blenheim, 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, laboratory staff), engineering staff (such as professional engineers, engineering technicians, designers, draftsperson).
- 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.

## ARTICLE 3 – MANAGEMENT RIGHTS

**3.01** 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 work 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, the right 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.
- to determine the nature and kind of business conducted by the Company, the kinds of locations of plants, equipment, product components, parts and material to be used, parts, components, products, materials, services, and equipment purchased, the control of materials and parts, the methods and techniques of production; including the right to experiment with new production methods using non-bargaining unit employees, and the right to introduce new and improved standards or facilities using non-bargaining unit employees, 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 prerogative, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company.
- subject to the expressed provisions of this Agreement and provided it is not inconsistent with the terms of this Agreement.

## **ARTICLE 4 – UNION MEMBERSHIP AND CHECK – OFF**

- 4.01** All regular employees who are Union members at the signing of the Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract.
- 4.02** All regular employees, who are not members of the Union at the date of the signing of this 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 the contract.
- 4.03** Dues are defined for the purpose of this Clause as the regular Union dues, as prescribed by the Constitution of the Union. Dues are equal to two (2) hours and twenty (20) minutes of the base hourly wage of the employee.
- 4.04**
- a) The Company will, upon receipt of an authorization card, signed by an employee covered by Clauses 4.01, and 4.02 of this Agreement, for the duration of this Agreement, deduct monthly, the regular monthly dues of such employees, and remit such monies to the Financial Secretary of Local 127 of the National Union C.A.W. by the fifteenth (15<sup>th</sup>) of the month following the month in which the dues were deducted.
  - b) If a regular employee because of absence from work due to compensable or non-compensable sickness or injury, or approved leave-of-absence, has no earnings at the time of dues deduction, shall be deferred to the last pay period in the following month, subject to 4.05 of the Agreement.
  - c) Any such authorization shall take effect, as of the next regular deduction date after it is received by the Company.

d) The Company will, at the time of making each 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.

**4.05** No deduction shall be made from the pay of any employee covered by Clauses 4.01 and 4.02, of this Agreement, in any month, where such employee has worked less than a total of forty (40) hours at the time of dues deductions. Paid vacation days and paid Holidays will be considered as days worked.

**4.06** A deduction will be made of ½ hour per year from all skilled trades to be forwarded to Canadian Regional Skilled Trades Council.

**4.07** 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 this Collective Agreement.

## **ARTICLE 5 – DISCRIMINATION / HARASSMENT**

**5.01** Both the Company and the Union are committed to providing a workplace free of discrimination or 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, sexual orientation, age, record of offenses, marital status, or handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provision of the Code.

**5.02** 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 which is known or should be known to the person to whom it is directed at; 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.

- 5.03** 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 complaint in writing to a Joint Committee.
- b) A Joint committee will be comprised of two (2) representatives selected by the Company and two (2) 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 Company will ensure that the Joint Committee receives appropriate training delivered by a training source determined by the Company. The Joint Committee will establish a procedure for expediting such investigations.

## **ARTICLE 6 – UNION REPRESENTATION**

- 6.01** The Company acknowledges the right of the Union to elect one (1) steward per shift for the front half and one (1) steward per shift for the back half of the plant plus one (1) Plant Chairperson. The company will recognize four (4) of the above representatives as the Plant Committee.

The duty of the Union representatives shall be to represent the Employees in the processing of grievances as outlined in the Grievance Procedure.

- 6.02** The Union will inform the Company in writing of the names of the Committee person(s) including the Plant Chairperson, and any subsequent change in the names of the Committee person(s) and Plant Chairperson, and the Company will not be required to recognize the Committee person(s) and Plant Chairperson until such notification from the Union has been received.

- 6.03** The Company will grant reasonable time off with pay during working hours for the Plant Chairperson, or Union representative to directly participate in the investigation and adjustment of grievances, or contract administration. Such person must request permission from their immediate supervisor to leave their work stations and must report back to their supervisor when they have completed their grievance activity.
- 6.04** The Company agrees to recognize a Negotiating committee not to exceed three (3) Employees that will be from the Plant committee, along with a Representative from the National Union, and/or the representative of the C.A.W. Local.
- 6.05** The Union will be allowed to post on a bulletin board, provided by the Company, notices approved by the Plant Chairperson, Officer of the Local Union, or the National Representative, regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Plant Manager or his representative.
- 6.06** It is agreed that the Union, its members or agents shall not distribute or cause to be distributed any handbills, pamphlets, literature, or Union material during working hours.
- 6.07** The Plant Chairperson shall have top seniority during their term of office for the purpose of layoff and recall subject to having the ability to perform the available work.
- 6.08** The Union agrees that there shall be no Union activity of any kind during working hours, or on the premises of the Company, at any time, except as specified in this Agreement.



## **ARTICLE 7 – STRIKES AND LOCKOUTS**

- 7.01** The Union agrees that during the term of this Agreement there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work whether complete or partial for any reason by any employee or employees. There shall be no lockout by the Company.
- 7.02** 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 slowdown in the plant, or any curtailment of work or restrictions of, or interference with, production of the Company, and the Union will 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.
- 7.03** The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the Labour Relations Act, R.S.O. 1995, c.228 as amended.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01** A grievance is defined as an alleged violation of this Agreement or a dispute as to the interpretation or application of any provision of this Agreement.

**The following procedure will be followed in settlement of such grievance(s):**

### **Step One – Supervisor Level**

- The employee must submit his verbal grievance to his supervisor or his representative, within three (3) working days from the date of the alleged violation of the Agreement. The supervisor shall render a verbal decision to the employee within three (3) working days following this meeting.

## **Step Two – Manager Level**

- If this employee is still aggrieved, the grievance shall be put in writing stating the nature of the grievance, the applicable paragraph of this Agreement alleged to have been violated, and the remedy sought, and shall be presented by the Committee person to the Department Manager, or his designate, within three (3) working days. The Manager shall meet with the employee within three (3) working days and then shall give his reply in writing to the employee within an additional three (3) working days of this meeting.

## **Step Three – Plant Manager's Level**

- If the grievance has not been settled at Step Two, the Plant Chairperson, prior to the expiration of five (5) days after receipt of the Manager's written answer, may request a meeting with the Department Manager. A mutually satisfactory date will be established for the Plant Manager or his representative to meet. At the time the grievance is presented to the Plant Manager or his representative, a representative from the National office of the Union and/or a representative of the local may be present, if requested by the Union or the Company. The company's answer shall be given to the Union, in writing within five (5) working days following this meeting.

**8.02** The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.

**8.03** No matter/issue may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

**8.04** Failing a satisfactory settlement in Step 3, the grievance may be submitted to Arbitration as outlined in Article (9) of this Agreement.

If any grievance is not answered by the Company or not carried forward by the Union to the third step within the time limits as set forth under the third step, or any mutual agreed extension to the time limits, will result in the grievance being settled in the Grievor's favour, or withdrawn by the Union, without prejudice or precedence.

- 8.05** The Company shall not be subject to any financial liability for any period more than, up to ten (10) working days maximum, prior to the date a grievance was filed in writing.
- 8.06** Policy, Group, Suspensions or Discharge grievances initiated by the Company or 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.

## **ARTICLE 9 – ARBITRATION**

- 9.01** 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 ten (10) working days after the Plant Manager, or designated representative's response.
- 9.02** The notice intent to Arbitrate with a Sole Arbitrator shall contain a list of five (5) Arbitrators for consideration. Notice of Arbitration shall contain the name of the aggrieved within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list or submit a list of five (5) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from this list within ten (10) working days, either party may request the Ontario Ministry of Labour to name an Arbitrator.
- 9.03** 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.
- 9.04** 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.

- 9.05** Each party will equally bear the expenses of the hearing and the fees of the Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 9.06** Any extension of time limits may be made by either party by mutual consent, in writing, or by the Arbitrator, who will advise the parties in writing.

## **ARTICLE 10 – DISCHARGE**

- 10.01** A claim by a regular employee that he has allegedly been wrongfully discharged, may be recognized as a grievance, provided that a written detailed statement of the reason for such grievance is filed, in writing at Step Two of the Grievance Procedure within three (3) working days after the employee has been notified in writing of such discharge.
- 10.02** A period of twelve (12) months with no recurrence of the same or related violation, from the date of issuance, of any disciplinary action given to an employee, will result in removal of said disciplinary action from the employee's personal record.
- 10.03** An employee being discharged will be given the opportunity to meet with his shift Union representative or a representative of the plant committee, for a reasonable period of time, not to exceed thirty (30) minutes, paid at the applicable rate, prior to leaving the plant.

## **ARTICLE 11 – PROBATIONARY PERIOD**

- 11.01** New hires shall be considered probationary until they have completed a total of sixty (60) days actually worked, within a twelve (12) consecutive month period, after which they shall become regular employees, as defined in clause 2.01 and 2.02 and their seniority date shall be counted back sixty (60) working days from the date they completed their probationary period.
- 11.02** During their probationary period, probationers shall be subject to release by the Company, at any time and for any reason, and the Company will have no responsibility for re-employment of probationers. Probationary employees shall have no rights of grievance under any terms of the Collective Agreement.

## **ARTICLE 12 – SENIORITY**

- 12.01** The term “seniority”, as used herein, shall mean accumulated service, calculated from the date the employee actually begins work in the plant, and shall include any classroom training time.
- 12.02** In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of employee’s last names on their employment application at the time of hire.
- 12.03** 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 retires.
  - d) If the employee is absent without Company approved leave of absence, for three (3) or more consecutive working days, without advising the Company and providing reasonable cause to justify the absence.
  - e) If an employee has been laid off and does not return to work within five (5) days from delivery of the first notice of the registered letter, advising him to report for duty. A copy of the registered letter will be provided for the Plant Chairperson at the time of mailing
  - f) If an employee is laid off due to lack of work and is not recalled for a period extending beyond their length of seniority or 24 months, whichever is less.
- 12.04** It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and telephone number (listed or unlisted). If any employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.
- 12.05** The company agrees to post an up-to-date seniority list. A copy of the seniority list will be provided for the Plant Chairperson.

- 12.06** An employee who is no longer able to perform the work in his classification, but is capable of performing other duties, or any employee who has incurred a temporary or permanent partial disability, may after discussion with the Union, be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay of that position, consistent with the obligations under the Human Rights Code.

## **ARTICLE 13 – LAYOFF**

In the event management determines the necessity to reduce the numbers of employees in a shift, department, or classification in the plant, the following procedure shall be followed:

- 13.01** Probationary and temporary employees will be laid off first. This may not apply to employees in a skilled trade classification.
- 13.02** Such reduction in the workforce will be consistent with the Company's right to maintain a workforce, which has, at the time of lay-off, the qualifications and ability to perform the work available.
- 13.03** On the basis of their seniority, senior employees affected by the reduction in workforce will displace the most junior employee:
- a) Within their classification
  - b) And then they will displace the most junior employee in the plant.
- 13.04** In cases of a temporary lay-off, not to exceed five (5) working days, an employee may be laid-off without regard to seniority, except between employees in the same classifications and shift as defined in 13.03.
- 13.05** When an employee returns to work from a non-occupational illness or injury, occupational illness or injury, or other company approved leave of absence, they will be reinstated in their former classification and shift, seniority permitting, if such position exists. If no such position exists, they will exercise seniority per clause 13.03 of this article.
- 13.06** If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of the Company employees may be laid off and the layoff notice provisions of Article 13 will not apply.

## **ARTICLE 14 – RECALL**

- 14.01** Recall of employees after layoff will be in the reverse order of layoff as outlined in the provision of Clause 13.01. Any employee who refuses a recall to any available job shall lose his seniority, and his employment with the Company will be terminated, subject to article 12.

## **ARTICLE 15 – JOB POSTING**

- 15.01** If a permanent job vacancy exists, or new job classifications are created in the plant, such openings shall be posted on the plant bulletin boards for a period of five (5) working days, during which time regular, qualified employees at work in the plant at the time of such job posting may make application for such job vacancy. The Company will forward a copy of the Job Posting to the Union at the time of the posting. The employee will be notified within five (5) working days of the posting being filled.
- 15.02** Employees shall be entitled to only one (1) acceptance on a job posting in any six (6) month period, unless waived by the Company.
- 15.03** Employees bidding for a permanent job vacancy shall be considered by the Company, at the time of the job posting on the basis of seniority, provided the factors of ability and job qualifications are relatively equal. Applicants may be required to pass a company written and/or practical skill test for positions requiring the operation of a lift truck.
- 15.04** Employees' reclassification as a result of job bidding may be removed during the seven (7) day trial period by the Company, at any time up to seven (7) working days actually worked on the job. Such employee will be transferred to his former classification if such vacancy exists, and if no such vacancy exists, he may then exercise his seniority by filling any existing vacancy in his current department provided he can do the work available. If no such vacancy exists, he may bump the least senior employee in his department, provided he can do the work available. The Company will select the next eligible employee from the job posting applications, if any.

- 15.05** Any subsequent job vacancies, if any, created by successful job bidding will be filled at the discretion of the Company.
- 15.06** Nothing contained in the Article shall be construed to limit the Company's right to hire new employees from outside, if there are no qualified employees within the bargaining unit to fill the vacancy.

## **ARTICLE 16 – TEMPORARY ASSIGNMENTS / TRANSFERS**

- 16.01** It is understood and agreed between the parties that employees may be temporarily assigned, by the Company, to classifications other than their own, due to the varying of customer schedules and needs, as well as absenteeism, vacations, leaves of absences or the like. When such temporary assignments are made, the employee involved will be paid the rate of pay for his own position or the position to which he is being temporarily assigned, whichever is higher, for the length of the temporary assignment.
- 16.02** A transfer shall be considered temporary provided it does not exceed thirty (30) working days, and during this period, will not be subject to the seniority provisions of this Agreement. If such transfer exceeds this period, it will be declared as a temporary or permanent vacancy and posted for job bidding. Such time limits may be extended by mutual agreement.
- 16.03** Vacant jobs created as a result of illness, injury, or occupational accident or illness, or leave of absence, shall not be posted as permanent vacancies and may be filled by the Company on a temporary basis. Such job vacancy shall not be subject to the seniority provisions of the agreement.

## **ARTICLE 17 – PAID HOLIDAYS**

- 17.01** The following shall be considered as paid holidays under the terms and conditions of Article 17 of this Collective Agreement:
- New Year's Day
  - Canada Day
  - Thanksgiving Day
  - Good Friday
  - Civic Day
  - Christmas Day
  - Victoria Day
  - Labour Day
  - Boxing Day



The Company and the Union will agree on four (4) additional days to be taken as Floater holidays during the Christmas holiday period.

- 17.02** Any employee absent from work on his last working day immediately preceding or his first working day immediately following any of the Paid Holidays listed in Clause 17.01, shall not be entitled to pay for the Holiday, unless Clause 17.07 applies.
- 17.03** An employee will also not be paid for a Paid Holiday if:
- a) He has been laid off
  - b) He is receiving Worker's Compensation
  - c) He is on sick leave absence from the Company
  - d) He is on any approved leave of absence from the Company
  - e) He is a probationary employee, in which case the pay for any Paid Holiday occurring during the Probationary Period will be paid on the first pay cheque immediately following the attainment of seniority rights.
- 17.04** If a Paid Holiday falls within an employee's annual vacation, he will receive his first scheduled day of return to work as an additional day added to his vacation or will be granted another day's pay in lieu of additional time off.
- 17.05** Employees eligible for payment of a Paid Holiday will be paid a normal day's pay on the basis of the applicable hourly rate of the job to which they are assigned the day prior to the Holiday, up to a maximum of eight (8) hours.
- 17.06** If any of the Paid Holidays listed in Clause 17.01 falls on a Saturday or a Sunday, (and has not been replaced by another day, by statute or decree), such Holiday will be observed either on the previous Friday, or the following Monday.
- 17.07** If an employee is laid off and recalled between December 10<sup>th</sup> and January 15<sup>th</sup>, and works the day before the lay-off day and works the day of his recall, the employee will be eligible for payment of any paid holidays during the period.

## **ARTICLE 18 – VACATIONS**

**18.01** The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> annually. Regular employees who have accumulated at least one year of service on January 1<sup>st</sup> will be granted (10) days of vacation during the vacation year.

**18.02** Employees with less than one (1) year seniority as of January 1<sup>st</sup> each year, will be paid vacation in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.

Employees with more than one (1) year but less than five (5) years of seniority as of January 1<sup>st</sup>, two (2) weeks with vacation pay of four (4%) per cent of gross earnings based on the previous twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees with more than five (5) years but less than ten (10) years of seniority as of January 1<sup>st</sup>, three (3) weeks with vacation pay of six (6%) per cent of gross earnings based on the previous twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

**18.03** The scheduling of vacations will be based on the necessity of maintaining an efficient operation. Every effort will be made to grant the team member's request, considering the needs of production and giving preference by seniority.

**18.04** All employees shall take their vacation in the next vacation year, January 1<sup>st</sup> to December 31<sup>st</sup>, and cannot accumulate vacation to be taken in any subsequent vacation year.

**18.05** Vacation pay will be paid as continuous weekly pay while on vacation. All vacation earnings to be divided by the employee's eligible weeks.

**18.06** The period or periods during which an employee may take their vacation shall be determined by the Company, except as follows. The Company will give preference to the most senior employee for preferred vacation dates, provided such employee makes application, on a form provided by the Company, to their supervisor or representative, not later than April 1<sup>st</sup> of each year.

**18.07** Time lost for verified sickness or while on Workers' Compensation,

up to a maximum of one (1) year, will be deemed as time worked at regular pay for computation of Vacation Pay.

- 18.08** For the purpose of computing vacation pay and entitlement, the vacation week shall be defined as starting Sunday at 12:00 a.m. and end the following Saturday at 12 midnight.

## **ARTICLE 19 – HOURS OF WORK**

- 19.01** The normal hours of work will be eight (8) hours per day and forty (40) hours will constitute a normal workweek.

The normal workweek will be comprised of five (5) consecutive workdays, Monday through Friday. For the purpose of computing weekly pay, the workweek shall be defined as starting Saturday at 11:00 p.m. and end the following Saturday at 11:00 p.m.

For employees on a **one** (1) shift schedule, the hours of work will be: 7:00 a.m. – 3:30 p.m.

For employees on a **two** (2) shift schedule the hours of work will be: 7:00 a.m. – 3:30 p.m. and 3:30 p.m. – 12:00 a.m.

For employees of a **three** (3) shift schedule the hours of work will be: 11:00 p.m. – 7:00a.m. and 7:00 a.m. – 3:00 p.m. and 3:00 p.m. – 11:00 p.m.

- 19.02** 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 provide the Union with as much advance notice as possible but no less than one (1) week.

- 19.03** This statement of the normal hours of work shall not be construed as a guarantee of any minimums or as a restriction of any maximum number of hours of work per week, except as otherwise provided in this Collective Agreement.

- 19.04** It is agreed and understood by the Union and its members that all employees will be required to rotate shifts, if requested by the Company, every fourteen (14) calendar days. The normal rotation will be nights to afternoons to days.

## **ARTICLE 20 – OVERTIME**

**20.01** Hours worked in excess of eight (8) hours in a normal work day will be paid for at the rate of one and one-half (1 ½) times the employee's base hourly rate.

Hours worked on Saturday will be at one and one half (1 ½) times the employee's base hourly rate.

Hours worked on Sunday will be at two (2) times the employee's base hourly rate. Hours worked on Sunday, as part of start-up will be considered as part of Monday's shift for overtime calculation.

**20.02** Work performed on any designated Paid Holidays listed in Clause 17.01 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 17.05. Floater holidays will be paid at two times the hourly rate for all hours worked.

**20.03** Overtime premiums shall not be paid more than once for any hours worked.

**20.04** The Union and the employees agree that overtime will be subject to Part IV of the Employment Standards Act R.S.O. 2000. The Company will make every effort to solicit overtime on a voluntary basis. When customer requirements exceed the supply of product, the Company may require employees to work up to eight hours each in any given week in order to meet demand and ensure job security.

**20.05** Shift premiums shall not be included in the calculation of overtime compensation.

**20.06** The Company shall distribute overtime equally, within a 16 hour range annually, 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.

A weekly record of overtime worked and refused will be made available.

## **ARTICLE 21 – SHIFT PREMIUMS**

**21.01** A shift premium of forty (\$.40) cents shall be paid to all employees working on the second (2<sup>nd</sup>) shift, and eighty (\$.80) cents for the third (3<sup>rd</sup>) shift.

Scheduled shifts which commence during one shift premium period and end in another shift premium period shall be paid only the shift premium of the commencing shift.

## **ARTICLE 22 – REPORTING – IN PAY**

**22.01** Any 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. If no work is available, he will be paid for a minimum of four (4) hours, at his base hourly rate.

**22.02** The obligation of the Company under clause 22.01 will not prevail:

- 1) If no work is available because of:
  - a) A power shortage or a failure of power supply.
  - b) Any other condition beyond the control of the Company.
- 2) If the employee has not kept the Company informed of his current address and a telephone number.

## **ARTICLE 23 – CALL BACK PAY**

**23.01** An employee who has completed his full daily or weekly shifts, and 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 of work or pay determined by the Company.

## **ARTICLE 24 - OCCUPATIONAL ACCIDENTS OR ILLNESS**

- 24.01** 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 doctors 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 doctors office, then back to the Plant or to the employee's home, on the day of the injury, only.
- 24.02** When such employee returns to work, he will be reinstated to his former classification, under the Seniority provisions, of the Collective Agreement.
- 24.03** Any employee's reinstatement after an occupational accident or illness is conditional on his supplying a certificate from a physician that he is fully recovered from the occupational accident or illness that caused his absence.
- 24.04** The Company may require an employee to undergo a medical examination or examinations by a company physician, or a physician of the employee's choice, and the Company shall bear the expenses incurred in connection therewith. In the event of a dispute between two physicians concerning the validity of an occupational illness or injury, the Company and the Union will select a third party physician and his opinion will be binding on both parties.

## **ARTICLE 25 – SICK LEAVE OF ABSENCE**

- 25.01** Employees, who are permitted to go home due to non-occupational illness or injury, will not be paid for the remainder of their shift.
- 25.02** Any employee's reinstatement after sick leave is conditional on his supplying a certificate from a physician that he is fully recovered from the sickness that caused his absence.

**25.03** When such an employee returns to work, he shall be reinstated to his former classification, under the seniority provisions of the Collective Agreement. In the event of a dispute between two physicians concerning the validity of a non-occupational illness or injury, the Company and Union will select a third party physician, and his opinion will be binding on the parties.

## **ARTICLE 26 – PERSONAL LEAVE OF ABSENCE**

**26.01** A personal leave of absence, without pay, may be granted to an employee at the sole discretion of the Company. Such application must be made to the Plant manager or his representative as early as possible and written approval must be obtained from the Plant Manager or his representative before such leave can start.

**26.02** When such an employee returns to work, he shall be reinstated to his former classification under the seniority provisions of the Collective Agreement.

## **ARTICLE 27 – MATERNITY AND/OR PARENTAL LEAVE**

**27.01** Maternity and/or Parental leave of absence will be in accordance with the Employment Standards Act RSO – 2000.

## **ARTICLE 28 – LEAVE FOR UNION BUSINESS**

**28.01** The Company recognizes that representatives elected or nominated by the Union may require time off to tend to Union matters or receive training on their Union responsibilities. The Company will grant a total of 30 unpaid days of such leave during the term of the collective agreement. Sufficient notice must be given to ensure that the continued performance of the representative's duties will be possible without incurring additional costs.

## **ARTICLE 29 – BEREAVEMENT LEAVES OF ABSENCE**

**29.01** When a death occurs in the immediate family of an employee, the employee shall be allowed five (5) days off with regular straight time pay for any hours of work lost to attend the funeral. For the purposes of this article, immediate family shall mean spouse or same sex partner, father, mother, son, daughter, brother, sister,

step child, step parent, step sister and step brother.

Three (3) days off with regular straight time pay for any hours of work lost will be paid to an employee to attend the funeral of a sister-in-law, brother-in-law, parent-in-law, grandparent, grandchild and grandparent of spouse.

Employees unable to attend the funeral of an immediate family member will be granted a paid day of bereavement for the death. This day shall be scheduled as close as practical to the day of the funeral.

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

**29.03** Such paid bereavement leave as described in Clause 29.01 is only available where the employee would otherwise be at work during this period. Proof of death may be requested by the Company.

## **ARTICLE 30 – JURY / CORONER DUTY**

**30.01** An employee who is called for Jury / Coroner service or is subpoenaed to court shall be excused from work for the days on which he serves. He shall receive, for each day of service on which he 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.

## **ARTICLE 31 – SAFETY AND HEALTH**

**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 and Stewards, Supervisors, and Joint Health and Safety Committee will co-operate 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 Company shall establish a Plant Safety and Health Committee, made up of Union and Company representatives. The Committee will hold regular meetings and safety inspection tours of the plant. The function of the Committee shall be to advise the Plant Management concerning Safety and Health matter(s), not to handle grievances.

The Company and the Union agree that from time to time, representatives of Management and/or the Plant Chairperson may attend Safety and Health Committee meetings.

**31.04** All employees that are required to wear safety shoes or boots as a condition of employment must wear Company and CSA approved foot protection. The Company will pay for those employees that are required to wear safety footwear, once in each calendar year, a maximum of one hundred (100) dollars towards the purchase of one pair of safety footwear. Any employee whose footwear is rendered unsafe or unusable as a result of normal wear and tear will be entitled to a second allowance in any given calendar year.

All skilled trades employees will receive a maximum of one hundred and fifty (150) dollars once in each calendar year towards the purchase of one pair of safety footwear.

**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, and such eye protection shall be CSA approved, for regular employees working 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.

## **ARTICLE 32 – LUNCH AND REST PERIODS**

- 32.01** a) In a one (1) or two (2) shift operation, there shall be two (2) fifteen (15) minute paid rest periods in each half shift, and a thirty (30) minute unpaid lunch period approximately midway through the shift.
- b) In a three (3) shift operation, there shall be two (2) fifteen (15) minute paid rest periods in each half shift, and a twenty (20) minute paid lunch period approximately midway through the shift.
- c) If an employee is required to work a twelve (12) hour shift, there will be another fifteen (15) minute paid break.

It is understood that from time to time, extra rest periods or lunch breaks may be given to employees by the supervisors when production demands will permit such additional periods. These additional periods do not constitute additional rights outside the limits mentioned above, regardless of their duration, unless specifically authorized in writing by the Plant Manager.

## **ARTICLE 33 – BULLETIN BOARDS**

- 33.01** The Company will provide a bulletin board for the convenience of the Union in posting notices of Union meetings. All such notices must be signed by the proper officer of the Union and submitted to the Plant Manager for approval before being posted.

## **ARTICLE 34 – MAINTENANCE TOOLS**

- 34.01** Maintenance employees, as a condition of employment, will be required to provide their own hand tools and measuring devices. An Annual Tooling Allowance of \$550 in the first year of the collective agreement, \$600 in the second and third year of the collective agreement will be paid to all Skilled Tradesmen by separate cheque on the first pay period in May of each year.

## **ARTICLE 35 – AGREEMENTS**

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

## **ARTICLE 36 – APPENDIX “A” - JOB CLASSIFICATION – WAGES**

**36.01** The hourly 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 37 – APPENDIX “B” – EMPLOYEE BENEFITS**

**37.01** The Employee Benefits Section is designated Appendix “B” of this Agreement and by reference herein are made part of this Agreement.

## **ARTICLE 38 – PAID EDUCATIONAL LEAVE**

**38.01** The Company agrees to pay into a special fund three (\$.03) cents per hour per employee for each year of the collective agreement, for all paid hours in order to provide for Paid Educational Leave. Such leave will serve to upgrade employee skills in all aspects of Trade Union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to: CAW Leadership Fund, P.O. Box 897, Port Elgin ON N0H 2C0. Leaves of absence without pay will be granted to employees in order to attend such courses, provided sufficient advance notice is provided to the Company to ensure customer demands are met.

## **ARTICLE 39– DURATION OF AGREEMENT**

**39.01** This Agreement shall become effective the 1<sup>st</sup> day of January 2010 and shall remain in effect until the 31st day of December 2012 inclusively. Either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the 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 26th day of February 2010:

### **FOR THE COMPANY:**

P. McMahon \_\_\_\_\_

J. Cibulka \_\_\_\_\_

D. Laroche \_\_\_\_\_

L. Jubenville \_\_\_\_\_

A. Turner \_\_\_\_\_

### **FOR THE UNION:**

J. Mitchell \_\_\_\_\_

A. Neaves \_\_\_\_\_

B. Bellamy \_\_\_\_\_

D. Beemer \_\_\_\_\_

M. Moffatt \_\_\_\_\_

## APPENDIX "A"

### JOB CLASSIFICATION AND WAGE SCHEDULE

	<i>Start</i>	<i>9 Mos.</i>	<i>18 Mos.</i>	<i>27 Mos.</i>	<i>Full Rate 36 Mos.</i>
<b>Effective January 1, 2010</b>					
FIP Operator	12.05	12.75	13.05	13.75	14.45
Production Assembler/Foam Operator	11.55	12.25	12.55	13.25	13.95
Electricians					25.95
Mechanics					25.95
<b>Effective July 1, 2011</b>					
FIP Operator	12.05	12.75	13.05	13.75	14.60
Production Assembler/Foam Operator	11.55	12.25	12.55	13.25	14.10
Electricians					26.10
Mechanics					26.10
<b>Effective January 1, 2012</b>					
FIP Operator	12.05	12.75	13.05	13.75	14.60
Production Assembler/Foam Operator	11.55	12.25	12.55	13.25	14.10
Electricians					26.10
Mechanics					26.10

### Skilled Trades

Skilled Tradesmen who hold a certificate of qualification in both the Electrical and Mechanical trades will receive a premium of \$2.00 for all hours paid.

### Leadhands

Leadhands, if required to operate the plant efficiently, will be appointed by the Company and will be paid fifty (\$.50) cents/hour for all hours actually worked as Leadhands above the highest rate of the classification lead when performing Company assigned leadhand duties. Leadhands will not have the authority to recommend or administer discipline.

### Shipper-Receiver

Operators functioning as Shipper-Receivers will receive a \$.50/hour premium for all hours actually worked as Shipper-Receivers.

## **Chemical Handlers**

Operators functioning as Chemical Handlers will receive a \$.35/hour premium.

## **Plant Chairperson**

Plant Chairperson will be paid 1.3 times the rate of the highest rate in the plant excluding skilled trades.

## **Supplementary Staffing**

The parties recognize that the Company requires the use of Supplementary Staffing to meet the following needs of the business:

1. The purpose of the Supplementary Staffing is to provide short-term employees that will be available from time to time to augment or substitute for the permanent employees for reasons such as the following,
  - approved time off such as Leave of Absence, Vacation during the period of May 1<sup>st</sup> through August 31<sup>st</sup>, etc.
  - replacing an employee's absence due to WSIB/WI/Modified duties (subject to Article 16)
  - abnormally high absenteeism
  - in the event of an emergency
  - program launches
  - other situations as jointly agreed by Management and the Union, such as; abnormally high overtime
2. Except in the case of Vacation Replacement and Program Launch(s) in no case will the company allow a supplementary employee to work more than sixty (60) working days in a calendar year.
3. Except in the case of Vacation Replacement and Program Launch(s), once an employee works sixty (60) days in a calendar year, they will become a permanent employee.
4. Supplementary employees who become permanent employees will have their seniority date established by counting back sixty (60) working days from the day they completed their 60 days worked as a Supplementary Employee.

5. Supplementary employees will not be utilized while any qualified permanent employees are on lay-off with the right to be recalled.
6. Supplementary Employees will not be eligible for benefits.
7. Supplementary Employees shall be paid \$10.25/hr effective March 1, 2010 or applicable Employment Standards Act Guidelines.
8. Supplementary Employees shall be paid the respective shift premium and overtime, as outlined in the Collective Agreement.

#### Wage Differential

The wages established for new employees have been set based on the competitiveness of the business. It is the intention of both parties to maintain the current wage differentials between classifications in order to sustain long term competitiveness.

## APPENDIX “B”

### EMPLOYEE BENEFITS

#### 1. Group Insurance Benefits

The Company agrees to pay one hundred (100%) percent of the monthly premium to provide Employee Group Insurance Benefits, under the Provisions of a master policy, for the duration of the Agreement, as follows:

- a) Group life insurance benefit for regular employees in the amount of twenty-eight thousand (\$28,000.00) dollars.
- b) An extended health care benefit for employees and their eligible dependents, which will reimburse 100% of the eligible costs for the following expenses over and above those paid by the provincial health insurance plan:
  - I. Ambulance services
  - II. Specific medical equipment and special medical supplies
  - III. Nursing care limited to ten thousand (\$10,000.00) dollars per illness
  - IV. Hearing aids, including the cost of batteries, to a maximum of five hundred (\$500.00) dollars in three (3) calendar years. If the hearing disability extends to both ears, the limit is doubled.
- c) I. A drug and treatment benefit including the use of a drug benefit card to reimburse the cost of drugs available only by prescription, and with a dispensing fee cap of ten (\$10) dollars as follows:
  - Manulife’s two tier drug plan with a 60% / 80% coinsurance.
  - 100% of the cost of an available generic prescription drug delivered through the preferred provider. Generally, drugs which would be covered at 60% under the Manulife formulary will not be available at the Preferred Provider.
  - “Prior Authorization”, there are situations which due to



special needs an individual needs a medication which would not be covered. With medical evidence to support that this was the appropriate drug protocol, we will cover at the 80% rate if dispensed through local pharmacy and at 100% if the medication is available through the preferred provider.

As well, Services of a Chiropractor, Chiropodist, Massage Therapist, Acupuncturist, Physical Therapist or Psychologist will be reimbursed to a maximum of \$50.00 per visit up to a combined total limit of \$1,500 per year.

- II. Company agrees to provide a Health Care Spending Account annually in the amount of two hundred (200) dollars for single coverage and four hundred (400) dollars for family coverage, plus ten (10) dollars per year of service to a maximum of ten (10) years. As set out in tax legislation, amounts remaining at the end of the calendar year can be carried forward for only one year.

- d) A dental benefit, payable at ninety (90%) subject to the maximums of insured services provided by the master policy and the Dental Fee Schedule for the Province of Ontario Dental Association, for regular employees. The Dental Benefits will be based on the following Dental Fee Schedule for the Province of Ontario:  
Year 2010 – 2009 ODA Guide  
Year 2011 – 2009 ODA Guide  
Year 2012 – 2011 ODA Guide

The Company agrees to provide a dental benefit for basic dental services, subject to routine visits covered if no less than nine (9) months apart, payable at ninety (90%) percent. Dependent children will be allowed to claim routine visits at intervals of six months.

The Company agrees to provide a dental benefit for major restorative services payable at 50% to an annual maximum payment of fifteen hundred (\$1,500) dollars.

The Company agrees to provide an orthodontic benefit for dependent children payable at 50% to a lifetime maximum of one thousand (\$1000) dollars.

- e) A prescription vision care benefit under the extended health care benefit to a maximum of two hundred fifty (250) dollars in any twenty-four (24) month period for employees and their families covered under the Company group plan.

## **2. Weekly Indemnity**

The Company will pay one hundred (100%) percent 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, including 1<sup>st</sup> day for scheduled outpatient day surgery at a coverage level of 66-2/3% of basic weekly wage to a maximum of twenty-six (26) weeks. The Union and the employees agree that the Company will be entitled to the full employer/employee employment insurance commission (E.I.C) reduction benefit.

## **3. Pensions**

The Company will provide a pension plan as described in the master pension plan for Woodbridge Plant hourly employees, on a non-contributory basis.

All eligible participating employees covered by the terms of the pension plan shall receive a benefit of twenty-three (23) dollars per month per year of credited service in each year of the collective agreement.

All eligible participating maintenance employees covered by the terms of the pension plan shall receive a benefit of twenty-seven (27) dollars per month per year of credited service in each year of the collective agreement.

**4. Lay-off**

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, and at the end of a Weekly Indemnity period required due to non-occupational sickness or injury, and after one (1) year of absence due to Workers' Compensation. Group Insurance Benefits and Pension will terminate at the date of termination of employment or at the date of retirement, whichever comes first.