

# Collective Agreement

Between

Woodbridge Foam Corp

and

The National Automobile, Aerospace,  
Transportation and General Workers Union  
of Canada  
Local 112

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## **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 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 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 at its plant location 8214 Kipling Avenue, Woodbridge, Ontario, save and except foremen, persons above the rank of foreman, 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, 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.

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**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.

The Company will give prior notice to the Union Chairperson or Steward when instruction or experimental work is to be performed.

The Company will advise the Union Chairperson or Steward as soon as possible when emergency work is to be performed.

### **ARTICLE 3 – PLANT MOVEMENT**

In the event that during the term of this Collective Agreement, the Company decides to move in whole or in part from 8214 Kipling Avenue, Woodbridge, 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) Confirm the right of existing employees to transfer with the job they normally perform.
- 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.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

The Union recognizes and acknowledges that the Management of the Plant and direction of the working

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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 workforce, to plan, direct and control its 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,
- 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 of locations and plants, equipment, product components, parts and materials to be used, parts, components, products, 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 deter-



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mine 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 this 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 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.
- 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 purposes of this Clause as the regular Union dues, as prescribed by the Constitution of the Union.
- 5.04 a)** The Company will, upon receipt of an authorization card, signed by the 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 the pay cheque for the third

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(3rd) pay period of each month, the regular monthly dues of such employees, and remit such monies to the Financial Secretary of Local 112 of the National Union C.A.W. by the fifteenth (15th) 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 during the third (3rd) period of any month, dues deductions shall be deferred to the last pay period in the following month, subject to 5.06 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.

**5.06** No deduction shall be made from the pay of any employee covered by Clauses 5.01, 5.02, 5.03 of this Agreement, in any month, where such employee has worked less than a total of forty (40) hours as of the last pay period of the month.

Paid vacation days and paid Holidays will be considered as days worked.

**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 or payments made in accordance with this Collective Agreement.

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## **ARTICLE 6 DISCRIMINATION/HARASSMENT**

- 6.01** Both the Company and the Union are committed to providing a workplace free of discrimination or harassment. Employees must not engage in discriminating or harassing because of a prohibited ground. Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or persons with disability. This provision shall be interpreted in accordance with and subject to the provision of the existing Anti-Harassment policy.
- 6.02** The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behaviour 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.

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- b) Three representatives from the Union will be appropriately trained regarding harassment and discrimination issues and investigations. The full Joint Committee will establish a procedure for expediting such investigations. A Committee for investigations will be comprised of one representative selected by the Company and one representative selected by the Union. Where the complainant is a woman and the complainant involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman.
  - c) All employees will receive C.A.W. Anti-Harassment Training – four (4) Hours By December 31, 2002. One (1) hour refresher training will be given in each subsequent year. All new employees will receive CAW Anti-Harassment training four (4) hours. The Company will train an internal hourly employee to perform this training as per CAW requirements.
  - d) All members of the Joint Committee will receive the three (3) day C.A.W. Training Program.
  - e) The issue must be handled with confidentiality, and is to be resolved within twenty (20) working days of notifying the joint committee with a completed complaint form.

#### **ARTICLE 7 – UNION REPRESENTATION**

- 7.01** The Company acknowledges the right of the Union to elect a Negotiating Committee and Stewards to a maximum of ten (10) persons. The Company agrees to recognize five (5) of these Union elected employees as the Negotiating Committee. One of such Negotiating Committee will be the plant Chairperson and one will be a Skilled Trades Committee-person.

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The Union agrees that such representatives will be from the following areas:

<b>PLANT AREA</b>	<b>NUMBER OF REPRESENTATIVES</b>
Maintenance . . . . .	1
Quality Control/South . . . . .	1
Warehouse and Shipping	
South End (Moulding Production and Finishing) . . . . .	3 (1 per shift)
North End (Headliner, Lamination) . . . . .	3 (1 per shift)
070, Q.A. . . . .	1
At Large (Plant Chairperson) . . . . .	1

The Union will notify the Company if Stewards need to change shifts to provide proper representation.

The Negotiating Members and Stewards shall have super seniority in their department.

The duties of the elected Union representatives shall be to represent the employee(s) in the processing of grievances as outlined in the Grievance Procedure. All Union representatives will be required to rotate shifts as scheduled by the Company; and the Union agrees to assure representation on the afternoon and night shifts.

It is agreed between the parties that the Plant Chairperson only, will work on the day shift.

**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.

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**7.03** The Union recognizes and agrees that the Committee-person(s) 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, and the Supervisor may inquire as to 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.

The Company reserves the right to withhold payment for any period during which the Committee-person(s) is believed to have failed to conform to established and accepted practices or has taken an unreasonable period of time.

In the above procedure, permission will normally be granted immediately except in unusual circumstances which require immediate attention, such permission will be granted within a half (1/2) hour. 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 the base hourly rate.

The Company will allow the Union Committee two (2) hours before a 3rd Stage Grievance Hearing and one (1) hour before a Union/Management meeting to prepare an agenda for the meeting.

The Friday afternoon Stewards meeting will be extended 1½ hour, this includes afternoon break period.

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The Company will provide up to date new computer Pentium 4, new printer, and fax machine for the union and the Health and Safety Office.

- 7.04** The Chairperson shall be granted full time status and be retained on the day shift.
- 7.05** Meetings called by the Company will be paid by the Company.
- 7.06** The Company agrees to provide a proper size filing cabinet, desk and chair in a designated area, and access to a telephone for use by the Plant Chairperson, in handling Union business.
- 7.07** In the event of the unavailability of the Plant Chairperson, and the Union designates another member of the Bargaining Committee as a substitute, the Company will not be required to pay twice, if the Plant Chairperson is being paid by the Company.
- 7.08** The Company agrees to recognize and deal with a Representative from the National Union, and/or the President of the CAW Local 112 as members of the Negotiating Committee.
- 7.09** The Union will be allowed to post, on 3 bulletin boards designated for Union business only, provided by the Company, notices regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Plant Manager or his representative.
- 7.10** 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.

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**7.11** 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 8 – STRIKES AND LOCK-OUTS**

**8.01** The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work, either complete or partial for any reason by any employee or employees. There shall be no lock-out by the Company.

**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** The following procedure will be followed in the settlement of disputes arising out of this Agreement.

**Step 1:** 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, or from the date the alleged violation of the Agreement became known to the grievor. A Union Committee person will attend the meeting with



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the employee and the supervisor to discuss the specific grievance. The Supervisor shall render a verbal decision to the employee within three (3) working days following this meeting.

**Step 2:** Failing an answer or a satisfactory settlement as in Step 1, within three (3) working days, the grievance must be submitted to the Company in writing. Grievances are to be submitted in triplicate by the Union, and distributed as follows: two (2) copies to the Human Resources Department for tracking, one (1) copy to the Union Representative.

It will be the responsibility of the Human Resources Department to initiate the grievance process with the appropriate level of management per the Collective Agreement. Weekly update of active grievances will be issued to the Union Chairperson. The aggrieved employee accompanied by a Committee-person, shall meet with his department supervisor, or his representative. The grievance must state in what respect the Agreement has been alleged to be violated or misinterpreted with reference to the specific Clause or Clauses relied upon and the nature of the relief or remedy sought. A decision in writing will be rendered by his immediate supervisor, or his representatives, to the employee, within three (3) working days following this meeting.

**Step 3:** Failing an answer or a satisfactory settlement as in Step 2, within three (3) working days, the aggrieved employee, with the negotiating committee (maximum of five (5)) including the Plant Chairperson, shall refer the grievance, in writing, to the Plant Manager or his representative. The meeting will be scheduled in order to provide twenty-four hour notification, except

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by mutual agreement. 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 the President of the Local may be present, if requested by the Union or the Company. The Plant Manager, or his representative, shall render his decision in writing to the employee, within five (5) working days from the date the grievance was submitted to him in writing. For the purpose of resolving 3rd Step grievances in a timely manner, the parties agree to meet monthly where practical.

- 9.02** 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.
- 9.03** Grievances dealing with discharge and suspensions shall commence with the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step of the Grievance Procedure.
- 9.04** The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.
- 9.05** If any grievance is not answered by the Company or not carried forward by the Union to the 3rd Step within the time limits as set forth under the 3rd 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.
- 9.06** No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

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**9.07** Failing a satisfactory settlement as in Third Step, the Grievance may be submitted to Arbitration as outlined in Article 10 of this Agreement.

**9.08** 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.

**9.09** A Health and Safety Representative may attend Third Step grievance meetings for grievances relating to health and safety.

#### **ARTICLE 10 – ARBITRATION**

**10.01** Failing a satisfactory settlement in the Third Step of the Grievance Procedure, it shall be the responsibility of the party desiring Arbitration to so inform the other party in writing within ten (10) working days after the Plant Manager, or his representative's 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

F. Reilly

M. Tims

T. Crljenica

**10.03** The Arbitrator, will set a date for the hearing, within reasonable time delays, to permit both parties to present

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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 his 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.

The Company will pay the wages of up to two (2) witnesses from the plant to attend any arbitration hearing.

**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 or service.

#### **ARTICLE 11 – DISCHARGE AND OR SUSPENSION**

The following procedure will apply when the company intends or contemplates discharging and/or suspending 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.

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- 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 implemented.
  - d) When the discipline has not been resolved following the completion of the Union's 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 or suspended.
- 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 or suspended 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.

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

**11.05** A Union Steward, Chairperson or Union Designate will be present when an employee is taken to an office for an interview which will lead to immediate discipline.

**11.02** The employee and the Union will be given a copy of any warning, reprimand, suspension, or discipline rendered immediately, upon discipline, but not more than one (1) working day from the alleged incident, where practical.

#### **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) consecutive 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 working (60) 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

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employee's last name on their employment application at time of hire.

**13.03** An employee will lose their seniority and their employment with the Company will be terminated, for any of the following reasons:

- a) If they voluntarily quit.
- b) If he/she is discharged, and not reinstated through the Grievance Procedure.
- c) If he/she 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 within ten (10) working days after being contacted personally to report for duty. When an employee cannot be contacted the Company will notify the employee by registered mail to their last known address, and they will be allowed no more than five (5) working days from the date such notification is received by the employee, to report for duty.
  - (ii) If an employee is at work with another employer, will not lose their seniority if they contact the Company within five (5) working days following their notice of recall, and report for duty within ten (10) working days notice of recall as outlined in Clause 13.03 e (.i)
- f) If an employee overstays any Company approved leave of absence without first receiving an extension, in writing, of such leave of absence.

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- g) If he/she 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 the employee is absent from work because of compensable or non-compensable illness or injury, equivalent to accrued seniority, 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.

**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 31st, of each year; and five (5) copies of the seniority list will be provided for the Plant Chairperson.

#### **ARTICLE 14 – LAY-OFF**

- 14.01** a) In the event of a reduction in the workforce, layoff will be inverse order of seniority. Seniority will be exercised on a job classification, then plant basis, providing that those remaining have the qualifications to perform the work available at time of lay-off.
- b) Employees can exercise seniority across job classifications which are connected by a horizontal line on the flow chart, bumping the junior employee of the



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combined classifications, or may elect to displace the employee holding the least seniority at the next succeeding downward wage level on the flow chart in his department, provided he/she has the seniority and qualification to perform the work.

If an employee elects to bump downward in their Department, they will lose their Recall Rights after 20 working days and this position becomes their posted job. If the employee is recalled within 20 working days, the employee must return to their original classification.

If an employee is bumped again within 20 working days of their election to bump downwards, they must exercise Bumping rights of original classification.

- c) An employee who exhausts all bumping rights on the flow chart will exercise their bumping rights to the most junior employee in the plant, then Lamination, provided he/she has the seniority and qualification to perform the work. It is further understood, that the employee must possess more seniority than the employee being displaced.
- d) In the event of a short term (3 days or less) business reduction in a production department, the affected employees possessing sufficient seniority not to be laid-off will be reassigned. For a lay-off lasting less than 2 weeks, the Company will give as much notice as possible.

The Company will give three (3) working days' notice to employees with seniority prior to lay-off for two (2) weeks or longer.

For a lay-off lasting less than two (2) weeks, the Company shall endeavour to give as much advance notice as possible.

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**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 not apply for employees required by the Company to work during these periods; except that for vacation replacement, preference will be given to senior employees requesting work in their own classification during vacation shutdown.

With reference to Article 14.02 of the Collective Agreement, the current language applies, unless less than 1/4 of the department manpower in 092, 093, 095, 096, 097, Engineered Products Group and Lamination is required to work during a vacation shutdown. When less than 1/4 of the department manpower is needed, senior employees from the above mentioned departments who request work, will be given the opportunity to work if they have the seniority and qualification to perform the job. Senior employees will be familiarized with the openings prior to the vacation period.

**14.03** The Negotiating Committee and Stewards and Health and Safety Rep shall be retained in the plant, and department in the event of a lay-off as long as the Company has work that they have the necessary ability 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 for any other conditions created due to situations outside the confines of the plant, employees may be laid-off and the lay-off notice provisions of Clause 14.01, will not apply. If work is available, the senior available qualified people will be utilized.

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**ARTICLE 15 -- RECALL**

- 15.01** Recall of employees after lay-off will be in reverse order of lay-off as outlined in the provisions of Clause 14.01.

**ARTICLE 16 -- JOB POSTINGS**

- 16.01** When a permanent vacancy exists within the bargaining unit, such classification shall be posted on the bulletin boards for not less than three (3) working days after which time it shall be filled in accordance with the provisions of 16.02 below.

Such notice shall state where possible, the main duties of that vacancy.

The Company agrees to supply the Union with copies of Job Postings and awards, and will supply a list of the applicants where requested.

When an employee is accepted for a job posting, they will commence work in their new job within five (5) working days, if transfer is within the same department.

If successful posting is outside the employee's department, they will commence work in their new job within ten (10) working days.

Regardless of when the successful applicant starts, he will receive the higher rate of pay five (5) days after the posting has expired; provided he is actively at work.

- 16.02** In cases of promotion, seniority and qualifications will govern.
- 16.03** The Company shall not be required to consider applicants on Job Postings which do not result in a promotion, when such employee has been in their current job for a period of less than three (3) months.

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Promotion to positions outside the bargaining group shall not be subject to the provisions of this Agreement.

- 16.04** Employees reclassified, as a result of job bidding, may be returned to their previous job classification by the Company, at any time, up to ten (10) days actually worked on the job if they cannot perform the job. The Company will meet with the Union and the Employee to discuss the reasons why the Employee is not meeting the normal job requirements.

A successful job posting candidate will receive a two (2) day trial familiarization period to accept or decline the position. If they accept the position, they will be moved within five (5) days after trial ends if within the same department or ten (10) days if outside their department. If they decline the position, they will be returned to their previous position the day after the trial period ends. During the 10 day training period if it is found that the employee cannot do the job, they will be returned to their previous position the next day and the replacement posting will be cancelled. The next senior applicant from the original posting will be offered the job. Positions requiring long training periods will have the replacement posting delayed. The 10 day training and 2 day trial period may be extended by mutual agreement between the Company and the Union.

- 16.05** Three subsequent job vacancies, if any, created by successful job bidding will be posted. Any subsequent job vacancy(s), if any, will be filled by the Company, if necessary.
- 16.06** Nothing contained in this 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 job posting vacancy available.

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**16.07** All workers in the Lamination department have the right to post for any job within the Kipling plant.

### **ARTICLE 17 – TRANSFER**

#### **A. TEMPORARY**

**17.01** An employee temporarily assigned, at the direction of the Company, to a classification other than his regular classification, shall be paid his regular base hourly rate or the classification rate of the job to which he is transferred, whichever is higher. Such temporary transfer hours will be paid only for actual hours worked.

**17.02** A transfer shall be considered temporary provided the job does not exceed twenty (20) working days, and during this period, will not be subject to the seniority provisions of this Agreement, if there is no senior qualified employee in the department to perform the work. The most senior qualified employee on the shift being affected (surplus manpower) by the transfer will be offered the transfer first. If ~~he/she~~ refuses, the most junior qualified employee on the same shift must go. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding. Such time limits may be extended by mutual agreement. The Company agrees, that it will not use temporary transfer to circumvent the recall procedure in the plant.

**17.03** **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, if there are no senior qualified employees available in the department to perform the work.

The most senior qualified employee with recall rights to the classification will be offered the transfer first. If he/she refuses, the most junior qualified employee with recall rights must go. If no employee has recall rights, the next qualified employee regardless of seniority will be transferred.

- 17.04** Should the Company require the use of a Lamination employee for the purpose of the temporary transfer, the Company must utilize the most senior person in Lamination first.

**ARTICLE 18 - PAID HOLIDAYS**

- 18.01** The following shall be considered as Paid Holidays under the terms and conditions of Article 18 of this Collective Agreement:

Year 2005	Year 2006	Year 2007	Year 2008
	New Year's Day January 2	New Year's Day January 1	New Year's Day January 1
	Heritage Day February 20	Heritage Day February 19	Heritage Day February 18
	Good Friday April 14	Good Friday April 6	Good Friday March 21
	Easter Monday April 17	Easter Monday April 9	Easter Monday March 24
Victoria Day May 20	Victoria Day May 22	Victoria Day May 21	Victoria Day May 19
Canada Day July 1	Canada Day June 30	Canada Day July 2	Canada Day June 30
Civic Holiday August 1	Civic Holiday August 7	Civic Holiday August 6	
Labour Day September 5	Labour Day September 4	Labour Day September 3	
Thanksgiving October 10	Thanksgiving October 9	Thanksgiving October 8	
December 23	December 22	December 24	

Year 2005	Year 2006	Year 2007	Year 2008
Christmas Day December 28	Christmas Day December 25	Christmas Day December 25	
Boxing Day December 27	Boxing Day December 26	Boxing Day December 26	
December 28 December 29	December 27 December 28	December 27 December 26	
New Year's Eve December 30	New Year's Eve December 29	New Year's Eve December 31	

- 18.02** Any employee absent from work on the last 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/she has a valid reason.
- 18.03** An employee will be paid for a Paid Holiday only if:
- (a) He has been laid off, within the forty-five (45) calendar days prior to, and inclusive, of the recognized Paid Holiday.
  - (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' 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 forty-five (45) calendar days prior to, and inclusive, of the recognized Paid Holiday.
- It is understood that probationary employees are entitled to pay for the Paid Holidays that fall during their probationary period.
- 18.04** The following arrangements may be exercised if a Paid Holiday falls within an employee's annual vacation. An employee may be allocated an additional day in his vacation, or will be granted another day's pay in lieu of additional time off.

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- 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 would normally 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.
- 18.07** Notwithstanding Clause 18.05, payment for any Paid Holiday, for employees on Workers' Compensation, or Weekly Indemnity, during the 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** For Christmas holidays, the employee must work one (1) day between November 15 and January 15 to qualify for paid holidays.

#### **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 months of employment for which the vacation is given and in cal-



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culating wages, account shall be taken of any vacation pay previously paid.

**(a) Employees with less than one (1) year seniority as of June 1st, will be paid vacation in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.**

**(b) Employees with more than one (1) year, but less than five (5) years of seniority, as of June 1st, two (2) weeks with vacation pay of four (4%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.**

**(c) Employees with more than five (5) years, but less than ten (10) years of seniority, as of June 1st, three (3) weeks with vacation pay of six (6%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.**

**(d) Employees with more than ten (10) years, but less than twenty (20) years of seniority, as of June 1st, four (4) weeks with vacation pay of eight (8%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.**

**(e) Employees with more than twenty (20) years of seniority, as of June 1st, five (5) weeks with vacation pay of ten (10%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.**

**19.02** The period or periods during which an employee may take his vacation shall be determined at the discretion of 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 his supervi-

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80r or representative, not later than April first (1st) of each year.

- 19.03** All employees shall take their vacation in the vacation year, and receive their vacation pay on the first regular pay period of July in each vacation year, with the exception of skilled trades, who shall be paid on their last working day immediately prior to starting their vacation.
- 19.04** The vacation year shall be from July 1st to June 30th. Vacation time off must be taken during the current vacation year, and cannot accumulate to be taken in any subsequent vacation year.
- 19.05** 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.

Employees who work a minimum of 1500 hours in any vacation year will receive no less than forty (40) hours vacation per week of entitlement.

#### **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:

7:00 AM to 3:00 PM

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

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DAY SHIFT                      7:00 AM to 3:00 PM  
AFTERNOON SHIFT:        3:00 PM to 11:00 PM

The normal work week on a three (3) shift operation will be Monday through Friday inclusive.

On a three (3) shift operation the hours will be as follows:

DAY SHIFT:                      7:00 AM to 3:00 PM  
AFTERNOON SHIFT:        3:00 PM to 11:00 PM  
NIGHT SHIFT                      11:00 PM to 7:00 AM

The normal work week will start at 11:00 pm Sunday for a three (3) shift operation.

**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 Shop Committee to mutually agree on such change, or new shift.

**20.05** 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 seven (7) calendar days. The normal rotation will be nights to afternoons to days.

An employee requested by the Company to change their shift during his/her regular normal work week, will be paid time and one-half for the first shift of the new scheduled shift. The Company will change the junior qualified employee in the classification/ shift involved.

Shift changes made for the following week's schedule will not be eligible to receive time and a half but the Company will change the junior qualified employee in

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the classification/shift involved. Any deviations must be agreed by both parties.

**20.08** 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.

**20.07** The lunch period is twenty (20) minute paid lunch.

#### **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 one and one-half (1-1/2) times the employee's base hourly rate and at two (2) times for Sunday.

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.

All hours worked during Christmas shutdown will be paid at two (2) times the base hourly rate. It is agreed that Christmas shutdown will begin at the end of the last regular production shift worked, and will run up until the first regular production shifts starts.

**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** All overtime will be voluntary.

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

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**21.06** Overtime will be distributed as per the overtime guidelines as established by the joint overtime committee. A weekly record of overtime worked and refused will be provided to the Shop Chairperson and posted in the department within one week. New guidelines established by the overtime committee will be reviewed on an as needed basis as determined by the Management and Union Co-chairs.

If an employee is asked to work overtime, and agrees to, and the Overtime is cancelled within 1 1/2 hours before the end of their regular shift or part way through the overtime period, the employee will receive 2 hours at time and one-half or hours worked on overtime, whichever is greater. Alternative work may be provided at the discretion of management and will not affect another classifications overtime opportunity.

**21.08** In an overtime situation on any weekend, no disciplinary action will be taken until a Steward is present on the next regular shift. Exceptions to this would be serious incidents such as theft, fighting, in which a Union Official and appropriate Manager would be called in.

#### **ARTICLE 22 - SHIFT PREMIUMS**

**22.01** A shift premium of sixty cents (.60) shall be paid to all employees working on the second shift (2nd) during the life of the Collective Agreement. Employees working on the third shift (3rd) shall be paid one dollar and fifteen cents (1.15) during the life of the Collective Agreement.

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.

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## **ARTICLE 23 - OCCUPATIONAL ACCIDENTS OR ILLNESS**

- 23.01** (a) When an employee suffers an occupational accident on the Company premises during his/her working hours, and is sent for treatment, to the hospital, or doctor's office, or home, such employee will be paid their base hourly rate for the balance of the 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, they will be reinstated to their former classification, under the Seniority provisions, of the Collective Agreement.
- 23.03** Any employee's reinstatement after an occupational accident or illness is conditional on supplying a certificate from a physician that he/she is capable to return from the occupational accident or illness which caused their absence. Company will pay for the completion of medical forms requested by the Company for updating of Company medical records, Supplementary Forms provided by the Insurance Carrier and Independent Medical Assessments.

Medical forms required for absence from work, and return to work will be paid by the Company.

- 23.04** An employee who is no longer able to perform the essential duties in their classification, but is capable of performing essential duties in another job classification, or any employee who has incurred a non-compensable, or compensable permanent or partial disability, may by mutual agreement between the Company and the Union, be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay

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of that position, and in accordance with the seniority provisions of this agreement.

**23.05 (a)** The Company will ensure involvement of the Union Health and Safety Representative or Plant Chairperson before any such employee leaves Company premises.

**(b)** The Company agrees to provide all information (including letters, forms etc. written and/or sent to **WSIB/Insurance Carrier**) to the Union Health and Safety Representative and Plant Chairperson the same day it is sent to **WSIB/Insurance Carrier**.

#### **ARTICLE 24 - SICK LEAVE OF ABSENCE**

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

**24.02** Any employee's reinstatement after sick leave is conditional on **his/her** supplying a certificate from a physician that **he/ she** is recovered from the sickness which caused their absence.

**24.03** When such an employee returns to work, they shall be reinstated to their former classification, under the seniority provisions of the Collective Agreement.

#### **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 representative at least five (5) days prior to the leave of absence, in writ-

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ing, and written approval is obtained from the Plant Manager or his representative.

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, they shall be reinstated to their former classification, under the seniority provisions of the Collective Agreement.

**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 eighty (180) days, for conviction for an offence arising out of the operation of a motorvehicle as well as any absence because they are being held in custody pending disposition of the charges. If an employee is being held in custody in Canada or in the USA because of National Security concerns there will be no time limit held on the employee. However, if the employee has been charged he/she has 180 days to return to work.

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 eighty (180) days or less, and such offence does not negatively impact upon the employee/employer relationship, the Company will grant a leave of absence, one time only.

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.

In application of this clause an employee will be limited to a maximum of one (1) occurrence per life of the Collective Agreement.



**ARTICLE 26 - PREGNANCY LEAVE OF ABSENCE**

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

**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, without pay, for a period not to exceed one (1) month, provided such leave 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.
- 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 from such leave of absence, the employee will be returned to his former classification if such a vacancy exists. The above mentioned employee will be granted pension credits as if at work, for the duration of such leave.

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## **ARTICLE 28 - BEREAVEMENT ALLOWANCE**

**28.01** When a bereavement occurs in the immediate family of the employee, the employee shall be allowed such time as may reasonably be needed and will be paid their basic straight time hourly rate up to five (5) regular scheduled work days, where the employee would otherwise be at work, excluding Saturday and Sunday, during the period beginning with the day of the death and ending with the day after 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 and same sex partners.

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

Where the Company requires proof of death, payment will be made and deducted from the third pay cheque following the absence if proof of the death has not been submitted by that time.

- 28.02** The employee will notify his immediate supervisor in the event of required bereavement leave approval.
- 28.03** In the event that bereavement occurs during a regular employee's vacation, the employee will be afforded the opportunity to extend their vacation by mutual agreement with pay.
- 28.04** Proof of death may be requested by the Company in exceptional circumstances.

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### **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 their regular scheduled shift, will be given at least four (4) hours work, and if no work is available, they will be paid for a minimum of four (4) hours, at their base hourly rate.
- 29.02** This 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 other conditions created due to situations occurring outside the confines of the plant.
  - (2)** If the employee has not kept the Company informed of their current address and a telephone number.

### **ARTICLE 30 - CALL-BACK PAY**

- 30.01** An employee who has completed his 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.

### **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. The Union Health and Safety Representative may attend the current Waste Management/Environmental Committee.

**31.02** The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines in effect on June 1, 1995. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee, which shall be known throughout the following Articles as the Committee.

**31.03 a)** The Company shall establish a Plant Safety and Health Committee of five (5) employees nominated by the Union, (one of whom will be a full time elected health and safety person), and five (5) Company representatives. The Committee will hold periodic meetings and safety inspection tours of the plant, in accordance with the provisions of the Health and Safety Legislation of the Province of Ontario. The function of the Committee shall be to advise the Plant Management concerning Safety and Health matters, but 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. National Health and Safety staff may be present at meetings upon giving notices to Company on their attendance.

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.

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b) All members of the Joint Health and Safety Committee shall receive workers Health and Safety Centre's certification and sector specific training at the Company's expense. Such employees will be granted time off with pay, the shift following or the shift prior to reporting for the training if on nightshift.

c) The Company will recognize the alternate Union Health and Safety Co-chairperson during absences of four (4) days or more of the Union Health and Safety Co-chairperson.

**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 regular employees only, of these departments, once each consecutive twelve (12) months, from date of last purchase, a maximum of one hundred ten (\$110.00) dollars towards the purchase of one pair of safety shoes or boots, if required.

In cases where safety shoes may deteriorate due to working conditions, the Company may authorize an additional contribution of sixty (\$60.00) dollars towards a second pair of safety shoes or boots within the twelve (12) month period.

Skilled trade employees are to receive a maximum of one hundred fifty (\$150.00) dollars towards the purchase of safety shoes or **boots**, if required, once each consecutive twelve (12) months, from date of last purchase for the first 2 years of the Collective Agreement and one hundred fifty (\$150.00) dollars in the 3rd year of the Collective Agreement.

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The Company may authorize an additional contribution of one hundred fifty (\$150.00) dollars towards the purchase of a second pair of **safety shoes** or boots within each twelve (12) month period, if required due to deterioration because of working conditions, for the first 2 years of the Collective Agreement and one hundred fifty (\$150.00) dollars in the 3rd year 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, 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.

**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.

#### **ARTICLE 32 - LUNCH PERIOD**

**32.01** The Company will grant a 20 minutes paid lunch. It is agreed that the machines will run during the lunch period where the Company can so arrange. Lamination employees will be granted a 25 minute paid lunch.

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### **ARTICLE 33 - REST PERIOD**

Two fifteen (15) minute rest periods will be granted to eight (8) hour shift schedules.

Rest periods shall be observed in a safe place in the area where the employees are working at the time of break period.

The Company shall designate areas in which the employees shall be allowed to smoke in accordance to the by-laws in the City of Vaughn.

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 - MAINTENANCE TOOLS**

Skilled Trades employees who, as a condition of employment, are required to provide their own hand tools and measuring devices will receive a lump sum of seven hundred fifty (\$750) in the first year, seven hundred seventy-five (\$775) in the second year and eight hundred (\$800) in the third year. Each of these amounts are gross, before taxes. In any case, the net payment to such employees shall be no less than five hundred fifty (\$550) in Year 1, five hundred seventy-five (\$575) in Year 2 and six hundred (\$600) in Year 3. Payments will be made on or about May 1 annually.

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 employees only, properly stored on Company premises.

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Maintenance employees shall not be eligible for compensation under this Article until he has six (6) months service in the department.

#### **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, Under-standings, 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 of employment, working conditions and employee benefits, are limited exclusively to those specifically stated in this Agreement.

#### **ARTICLE 36 - JURY/CORONER DUTY**

**36.01** An employee who is called for Jury/Coroner, Subpoenaed witness or Crown Witness service shall be excused from work for the days on which he/she serves and they shall receive, for each such day of service on which they, otherwise, would have worked the difference between eight (8) times their base hourly rate and the payment he/she receives for service. The employee will present proof of service and the amount of 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 non-scheduled 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.



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### **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, then department, then plant basis, provided it does not result in a promotion and 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.
- Where any such change is introduced, the Company will assume the cost of on the job training to afford Bargaining Unit employees who are affected and required (and who have the basic knowledge and ability to be trained within a reasonable time frame) the opportunity to keep current with such technological change affecting their work and job security, and without a reduction of work hours or rate of pay.
- 37.03** The employee whose job is eliminated as the result of technological change shall retain the previous classification rate for a period of nine (9) weeks.
- 37.04** When the Company is considering the introduction of technological change affecting members of the Bargaining Unit, the Union shall be notified sixty (60) calendar days in advance, of the introduction of such change and kept up to date as new developments arise and modifications are made. The Company agrees to provide for continuing consultation and communication with the Union in respect to relocation and/or retraining

of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

#### **ARTICLE 38 - REPRIMANDS**

- 38.01** Non-cumulative reprimands will be null and void after a period of twelve (12) months, cumulative reprimands eighteen (18) months after such time will result in removal of said disciplinary action from the employee's personnel records.
- 38.02** A Union Steward, elected or designated, or Plant Chairperson will be present during a disciplinary interview.

#### **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 November 2001 Consumer Price Index for Canada (CPI Index).
- 39.03** The Consumer Price Index for Canada (1986 = 100) shall be used to determine adjustments. A one cent (1) adjustment shall be made for each point zero nine five eight (.0958) change in the Consumer Price Index for Canada.
- 39.04** Effective on the first complete pay period, beginning July 2005+, and quarterly through to April 2008. Adjustments in the Cost-Of-Living Allowance shall be made as follows:

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Date of Adjustment	Based on Comparison on CPI for:	
July, 2005	May, 2005	with February, 2005
October, 2005	August, 2005	with May, 2005
January, 2006	November, 2005	with August, 2005
April, 2006	February, 2006	with November, 2005
July, 2006	May, 2006	with February, 2006
October, 2006	August, 2006	with May, 2006
January, 2007	November, 2006	with August, 2006
April, 2007	February, 2007	with November, 2006
July, 2007	May, 2007	with February, 2007
October, 2007	August, 2007	with May, 2007
January, 2008	November, 2007	with August, 2007
April, 2008	February, 2008	with November, 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 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 June 1st each year of the Collective Agreement.

**39.08** COLA Fold-in of \$0.25 twenty five cents effective May 30, 2005.

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**ARTICLE 40 - APPENDIX "A"**

**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 - APPENDIX "B" -  
EMPLOYEE BENEFITS**

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

**ARTICLE 42 - PAID EDUCATION LEAVE**

**42.01** The Company agrees to pay into a special fund three (.03) 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 the employee's skills in all aspects of trade union 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. head-quarters at 205 Placer Court, Willowdale, Ontario M2H 3H9.

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 in Clause 27.01, 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.

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**42.02** The Company will make quarterly contributions to a Social Justice Fund equal to one half cent (\$.005) for each straight time hour worked in a thirteen (13) week period. The Company will send such contributions to:

CAW Social Justice Fund

205 Placer Court

Toronto, Ontario M2H 3H9

### **ARTICLE 43 - SKILLED TRADES**

**43.01** The skilled trades covered by this article constitute those trades, which are as follows:

**Electricians/Electronics**

Millwright

Tool Repair

It is agreed that the Plant Maintenance Group will separate along traditional existing North and South designations.

The groups will operate independently with the exception of the lay-off clause of the Collective Agreement.

If business conditions create a slowdown in either maintenance shops, the Company and the Skilled Trades Representative will meet for discussions. During such periods, overtime opportunities will be offered to Kipling Avenue Skilled Trades personnel. If internal resources are not available, the Company can use outside contractors to fill these opportunities within the confines of Article 43.08.

**43.02** Job descriptions for skilled trades will be developed by a skilled trades committee consisting of the Plant

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Chairperson, the Skilled Trades Committee Person, and two Management Representatives.

The guidelines for developing these **job** descriptions shall be the C.A.W. Book of Job Descriptions of the Skilled Trades and the C.A.W. Apprenticeship Standards, along with any other applicable job description development material.

- 43.03** Employees bidding into the Maintenance Department will not carry plant-wide seniority for the purpose of lay-off, recall or vacation preference.

In the event of a reduction in the work force in the Skilled Trades classification group(s), the following procedure shall apply.

- a) Probationary employee(s) shall be laid off first within the classification group(s), followed by apprentices and thereafter Skilled Trades employees within their respective classification group(s) in reverse order of their plant-wide seniority.
- b) Such employee(s) will then exercise his/her total Company seniority for the purpose of displacing the junior employee in the classification group or trade for which he/she is qualified, or shall exercise all of his/her Company seniority in the general production non-classified positions covered under this agreement.
- c) Any recall shall be in the reverse order of the above provided the seniority employee has the qualifications to perform the required work.

It is understood that the Company reserves full discretion with respect to the utilization of the programme and that this Letter in no way restricts or limits the

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Company's ability to hire Skilled Trades personnel as may be required.

- 1) The parties hereby agree to establish a Joint Apprenticeship Committee with two (2) members each from the Company and the Union. The Union members shall be from a Skilled Trades classification group.
- 2) The Committee shall meet as required to review the progress of the Apprentices in the Programme and the Programme itself to ensure compliance with the provisions of the appropriate legislation.
- 3) The minimum qualifications for admission to the Apprenticeship programme shall be Grade Twelve (12) education or its equivalent.
- 4) All employees applying for admission to the Programme will be required to pass, pass being eighty per cent (80%), an aptitude test as approved by the Committee from time to time. All other things being equal, seniority will be the determining factor in filling the opening.
- 5) Opportunities for the Programme shall be subject to the job posting procedure.
- 6) The Committee shall have the authority to cancel the apprenticeship agreement for cause such as inability to learn, unsatisfactory work, lack of interest in the Programme, poor attendance and other just causes as may be the case. In the event of a disagreement between members of the Committee, the Company shall have the authority to remove an employee from the Programme subject to the grievance and arbitration provisions herein.

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7) The first one thousand (1,000) hours worked by every apprentice shall be a probationary period and during this period the apprenticeship agreement with an apprentice may be cancelled by the Company.

8) Apprentices in each of the Trades covered shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours not less than 65% of the classification group rate
- 2nd 1000 hours not less than 70% of the classification group rate.
- 3rd 1000 hours not less than 75% of the classification group rate
- 4th 1000 hours not less than 80% of the classification group rate
- 5th 1000 hours not less than 85% of the classification group rate
- 6th 1000 hours not less than 90% of the classification group rate
- 7th 1000 hours not less than 95% of the classification group rate
- 8th 1000 hours not less than 95% of the classification group rate

An employee with seniority rights who enters the Apprenticeship Program will remain at his/her current hourly rate until such time as the percentage (%) of the classification group rate is equal to or greater than his/her old rate and will continue to progressively increase as per the above chart.



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9) The Company will continue to pay apprentices the foregoing rates for time lost from their regular work schedule during the required classroom periods of instruction. In the event an apprentice does not return to the Company for at least five (5) days after such period (exceptions for valid reasons such as illness), the employees shall reimburse the Company for all amounts so paid. Books and tuition will be reimbursed in accordance with Company Policy.

10) Employees in one Skilled Trades classification will not be eligible to enter the Apprenticeship Programme in another trade.

11) Apprentices who are given credit for previous work experience and related classroom instruction shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

12) Apprentices upon completing the required hours of training and passing any required examination will be afforded Skilled Trades status. No certificate will be issued by the Ministry of Labour, Apprenticeship Branch unless first approved by the Joint Apprenticeship Committee.

**43.04** The Company agrees to deduct C.A.W. Canadian Skilled Trades Council dues, the sum of one half (1/2) hour pay per year, 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 probation period or entry into the skilled trades. Future deductions to

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be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

**43.05** Entry into the skilled trades shall be restricted to persons who provide documentation supporting their claim to required work experience, and...

**(a)** who qualify as journeymen as outlined in the Company job description,

**(b)** or, who qualify for journeymen status through any apprenticeship program recognized by the Ministry of Labour, or holds 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.

**43.06** If a Maintenance employee is called in for emergency work, they will receive 4 hours pay at the appropriate rate of pay as follows:

**(1)** Time and one half (1 1/2) base hourly rate Monday to Saturday

**(2)** Two times (2) base hourly rate for Sunday

**(3)** Work begun on Sunday whether or not transgresses into the Monday following paid at two times (2) base hourly rate.

**(4)** Work begun on Saturday, which transgresses to Sunday, will be paid at Saturday time and one half (1 1/2) then hours on Sunday paid at two times (2) base hourly rate.

Should the emergency work conclude on/after 5 am, the affected employee will have the right to remain for the employee's eight hour shift from this time and any hours over the eight hours will be considered overtime.

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**43.07** In the event that Maintenance Department employees with prior plant production seniority are laid off out of the Maintenance Department, only such seniority as accumulated prior to entry into the Maintenance Department may be used to bump into plant production classifications, subject to Clause 14.01 of the Collective Agreement.

**43.08** It is the policy of the Company that outside contractors will not be utilized within the plant to perform work normally done by Skilled Trades.

**(a)** In the event utilization of the outside contractors is required, the following procedures will take place:

(i) The need will be reviewed in detail, by advance discussion with the union representative.

**(1)** If it is work normally performed by Skilled Trades employees, it will be offered to skilled trades first.

(iii) The use of outside contractors will be determined by the Company.

**(b)** The Company will not eliminate jobs or deprive employees of overtime by outsourcing and or contracting out work performed by skilled trades.

**(c)** The parties discussed during the 2005 contract negotiations, the issues related to outside contracting and the training of skilled trades personnel on new and existing equipment. The parties recognized the need to upgrade the skill levels of 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 with respect to **43.08 e**.

**(i)** The Company will ensure skilled trades personnel are properly trained on any new piece of equipment and or machine installed in the plant.

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- (ii) The Company will ensure skilled trades personnel interface with outside contractors when there are specific skills which our employees would be required to learn.
  - (iii) 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 of the changes or modifications made. This will ensure our employees will be able to properly maintain the equipment.
  - (d) In all cases, the Company will hold advance discussion and provide written notice to the Union prior to contracting out work. The written notice will describe the nature, scope and approximate dates of work to be performed and the reasons why the Company is contemplating contracting out such work. At such time the Company will allow the Skilled Trades Representative to comment on the Company's plans. It is the intent of this clause to inform the union representatives of the outside contractors and to explore ways to fully utilize our skilled trades employees, to rely less on outside contractors.
  - (e) 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.
  - (f) The Company will use Contractors licensed in the trade they are performing. The Company and the Union recognize that, at times, the work in question may not require a licensed contractor. If this situation

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exists, it will be discussed with the Skilled Trades Representative prior to the work being performed.

**43.09** In a situation where an employee is being reassigned there are a number of questions to be answered first as well as ensuring the Collective Agreement is adhered to. This immediate situation violated the Collective Agreement, the senior employee was not asked and there is a need for an extension to the Temporary Transfer Clause.

Future requests to re-assign an employee must be brought to the attention of Human Resources prior to any decision being made, so the following procedure can be utilized:

- Requests can be reviewed by the appropriate Department Manager, Plant Manager, Human Resources Manager and source of request.
- Meet with the Union Representatives to discuss assignment, method of selection and extension of time limits a" Temporary Transfer, if necessary and any other relative matters.
- Human Resources and Department Manager to follow selection process and identify candidate(s).
- Review assignment with candidate(s), allow time for candidate to assess and decide (1-2 days).
- Advise Union of selection. Human Resources to ensure all necessary documentation, travel arrangements, etc. completed by source of request.

**43.10** When necessary shift vacancies created by an absence or vacation will be filled by skilled trades. If this is not possible, the vacancy may be filled by overtime. In application of this clause, Article 20.05 second paragraph will not apply.

**ARTICLE 44 - DURATION OF AGREEMENT**

**44.01** This Agreement shall become effective the Thirty - First (31st) day of May, 2005, and shall remain in effect until the Thirtieth (30th) day of May 2008, inclusive; and 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 12th day of October, 2005:

**FOR THE COMPANY:**

*Mark Mackay*  
Mark Mackay

*Joe Flitt*  
Joe Flitt

*Julian Adlakowski*  
Julian Adlakowski

*Peter Andrianopoulos*  
Peter Andrianopoulos

*Mike Thorpe*  
Mike Thorpe

*Billy Smith*  
Billy Smith

**FOR THE UNION:**

*Joe McCabe*  
Joe McCabe

*Peter Schmid*  
Peter Schmid

*Peter Schmid*  
Peter Schmid

*Winston Goddes*  
Winston Goddes

*Narasi Mahajan*  
Narasi Mahajan

*Hia Kim Trinh*  
Hia Kim Trinh

*Roland Kiebas*  
Roland Kiebas

## APPENDIX "A" JOB CLASSIFICATIONS

CLASSIFICATION	WORK AREA	LABOURCLASS
<b>MOULDING</b>		
093 Line	Line/Utility	LC8
093 Finishing	Finishing	LC8
095 Line	Line/Utility	LC8
095 Finishing	Finishing	LC6
096 Line	Line/Utility	LC8
096 Finishing	Finishing	LC6
<b>QUALITY</b>		
Q.A. Dimensional	Q.A. Dimensional	LC7
Q.A. inspection	<b>Instron/Visual 070/ Auditor/Burn/Load/ 096 Auditor/Small Parts Auditor/EPG Auditor</b>	LC7
<b>MATERIALS</b>		
Lift Truck/Crane	Lift Truck/100' Crane	LC8
Lift Truck	Receiving/Shipping	LC8
Warehousing	Material Handler (093/095/096/EPG/Lamination)	LC8
Mix Make-up	Mix Make-Up	A
<b>SKILLED TRADES</b>		
Electrician/Electronic	Electrician/Electronics	AA
Millwright	Millwright	AA
Tool Repair	Tool Repair	A
<b>ENGINEERED PRODUCTS GROUP</b>		
Machine Operator A	Slitter Operator/CNC/ Block Prep Operator/ Hotwire/ Vacuum/50' Crane	LC7
Machine Operator	<b>Bandknife/Slitter</b> Helped Block Prep Helped E-Z Cut/ Hotwire Back-Up/ Packer	LC8
070 Production	Line/Cut-Off Saw	LC8

**APPENDIX "A"  
WAGE RATES**

Effective Date	Upon Ratification	May31 2006	May31 2007
After Labour Class	After Prob. Period	After Prob. Period	Prob. Period
AA	30.15	30.15	30.15
A	27.10	27.10	27.10
LC8	23.44	23.44	23.44
LC7	23.19	23.19	23.19
LC6	22.97	22.97	22.97
LC5	19.37	19.37	19.37

Plus COLA roll-in on June 1, 2005, June 1, 2006 and June 1, 2007  
The AA rate is calculated by multiplying the LC7 Rate X 1.3

**PROBATIONARY RATES**

Employees hired on or after May 20, 1996 will receive:

Start Rate: 80% of Job Classification Rate  
 After 6 months: 85% of Job Classification Rate  
 After 12 months: 90% of Job Classification Rate  
 After 18 months: 95% of Job Classification Rate  
 After 24 months: 100% of Job Classification Rate

**OTHER**

Plant Chairperson AA Rate  
 Health & Safety Representative A Rate  
 Mix Make Up Classification A Rate

**LEAD HAND**

Lead Hand will be a separate Classification as follows:

Line Lead Hand LC8 + \$0.50 premium  
 Finishing Lead Hand LC6 + \$0.50 premium

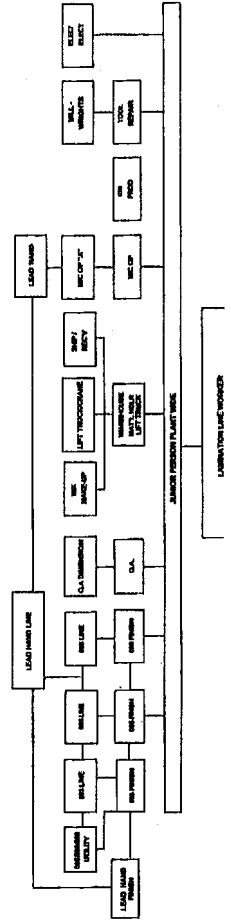
Lead Hands do not have authority for direct discipline (e.g. discharge, suspension, reprimand).

During layoff, the Junior Lead Hand in a classification can exercise seniority across Lead Hand classifications which are connected by a horizontal line in the Flow Chart, bumping the Junior Lead Hand in the combined classifications, according to Article 14.01(b)

All other Lead Hands receive fifty (\$0.50) cents above the job rate.  
 The Lead Hand classification will have Plantwide bumping.



CLASSIFICATION FLOW CHARTS



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## 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) A group life insurance benefit for regular employees in the amount of forty five thousand (\$45,000.00) dollars for the life of the Collective Agreement.
- (b) An extended health care benefit, including a plan utilizing an identification card and a thirty-five cent (\$35) deductible for drugs, generic drugs wherever possible, available only on a prescription, for regular employees and eligible dependants, subject to the maximums of insured services described in the master policy.

The Company agrees to provide Paramedical Services Care benefit which includes Osteopath, Podiatrist, Massage Therapist, Naturopath, Psychologist, Chiropodist, Chiropractor, Homeopath and Speech Therapist combined maximum of one thousand and five hundred \$1500.00 dollars, per calendar year.

Additional benefit care includes Acupuncture with a maximum of five hundred \$500 dollar per calendar year and Physiotherapy care with no limit to care benefit, per calendar year.

A hearing aid benefit to a maximum of five hundred (\$500.00) dollar, batteries included. The cost of pro-

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viding a hearing aid and batteries will be covered to a maximum of \$500 in any 24-month period. If a hearing aid is required for both ears, the coverage will be increased to a maximum of \$1000 every thirty-six months.

- (c) A dental benefit, 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, who have completed their probationary period.

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.

In each of the three (3) years of the Collective Agreement, Dental Benefits will be based on the Dental Fee Schedule for the Province of Ontario Dental Association in effect one (1) year prior to the date of the claim. A deductible of twenty-five (\$25.00) dollars for single coverage & fifty (\$50.00) dollars for family coverage will apply.

The Company agrees to provide a dental benefit, including caps, to an annual maximum of three thousand (\$3,000.00) dollars insured services subject to a 50% deductible provided under the master policy.

The Company agrees to provide a dental benefit with an orthodontic benefit to a lifetime maximum of four thousand (\$4000.00) dollars insured services subject to a 50% deductible provided under the master policy.

- (d) Vision Care for regular employees and their eligible dependents to a maximum of four hundred (\$400.00)

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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 included in the eligible maximum.

(e) Co-ordination of Major Medical and Dental benefits will be implemented in the first year. Prescription drugs purchases will not be subject to benefit co-ordination.

**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, includes 1<sup>st</sup> day for scheduled outpatient day surgery of 66-2/3% of basic weekly wage for a maximum of fifty-two (52) weeks.

The Union and the employees agree that the Company will be entitled to the full employer/employee unemployment insurance commission (U.I.C.) reduction benefit (12/12ths).

**3. Long Term Disability (LTD) Plan**

The Company will pay one hundred (100%) percent of the monthly premiums for regular employees to provide after 52 weeks of disability 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, Workers' Compensation Plan or other sources, until the earlier of

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being able to return to work or reaching age 65, subject to the provisions of the Master Policy.

**4. Pensions**

**4.1** The Company will provide for unreduced early retirement under the following conditions:

- a) when age and service combined equals 85 points or more with a minimum age of 55 or:
- b) age 60 with 20 years or more service.

**4.2** 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 \$12.00 per month per year of service in the 1st year of the contract, \$14 per month per year of service in the 2nd year of the contract and \$16 per month per year of service in the 3rd year of the contract, with continued use of the \$0.35 drug card to age 65. The Company agrees that in the event that the Kipling Avenue plant closes or moves operations, this allowance will continued to be paid to all retirees and eligible employees under this plan. In the event that Woodbridge Foam as a Corporation ceases, this plan will be considered part of the wind-up of the retirement plan.

**4.3** Credited service will accrue to members on LTD for eighteen (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.

**4.4** The Company will continue in effect the present pension plan as described in the master pension plan for Woodbridge hourly employees, on a non-contributory

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basis. All eligible participating Production employees covered by the terms of the pension plan shall receive a forty-two (\$42.00) dollar current year credit. The Company will provide a forty-three (\$43.00) dollar pension in the 2nd year and forty-five (\$45.00) dollar pension for future and past service under the pension master policy effective the third year of the Collective Agreement for future and past service under the pension master policy. For Skilled Trades the amounts will be \$47.00, \$48.00 and \$50.00 respectively.

	Year1	Year2	Year3
Production	\$42.00	\$43.00	\$45.00
Skilled Trades	\$47.00	\$48.00	\$50.00

- 4.5** The spousal benefit will be 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 ten (10) or more years older than the spouse then the spousal benefit will be equal to 90% of the life only pension.
- 4.6** 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 lay-off, and at the end of the month of the commencement of any leave of absence, and 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 account of Workers' Compensation. Group Insurance Benefits and Pension will terminate at the date of termination of employment and retirement.

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**LETTER OF UNDERSTANDING#1**

**▪ ELECTED NATIONAL UNION STAFF**

The following outlines the understanding between the parties that for the duration of this Collective Agreement only, any employee elected to National or Local Union Staff per Clause 27.02, will be granted pension credits as if at work, for the duration of such leave.

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**LETTER OF UNDERSTANDING#2  
- SUB-CONTRACTING**

When any skilled tradesmen are on lay-off, the Company agrees that the work of the particular laid-off trade shall be performed within the bargaining unit, except in cases of:

1. Short completion time requirements and the immediate unavailability of the required tradesmen on staff for the work to be performed, or
2. Unavailability of space or of the required equipment, or
3. Short duration jobs for which it is not practicable to recall the appropriate tradesmen.

The Company agrees to notify the skilled trades committeeman in advance and to provide an explanation of the sub-contracting of the work of the particular trade when that trade is on lay-off.



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**LETTER OF UNDERSTANDING#3**

**W.S.I.B. DISPUTED CLAIM**

The Company agrees that in cases where there is a question 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 Workers 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.

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**LETTER OF UNDERSTANDING#4**

**GRIEVANCE OF WEEKLY INDEMNITY, DENTAL AND  
EXTENDED HEALTH CARE 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.

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**LETTER OF UNDERSTANDING#5**

**MANAGEMENT DOING BARGAINING UNIT WORK**

When it is found that non-bargaining unit personnel have been engaged in bargaining unit work, a Union representative will address the complaint immediately with the Department Manager. Failing resolution, the Union representative will present the complaint to the Plant Manager within 24 hours.

The Company agrees to review and stress Union's concerns in regards to bargaining unit work being done by staff personnel, including, but not limited to, the elimination of mould cleaning, demoulding of parts, and labelling during break periods.

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**LETTER OF UNDERSTANDING #6**

**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 on lay-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 the Collective Agreement. Such students will pay Union Dues as outlined in clause 5.03, and will receive the start rate only as described in appendix "A" of the Collective Agreement.

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#7**

**PAYROLL**

"Payroll discrepancies (deficit in hours) 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 will be paid on a separate cheque during a regular payroll period"

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**LETTER OF UNDERSTANDING #8**

**SHORT TERM LAY-OFF**

**1 or 2 DAYS**

The Company will be allowed to layoff out of seniority, on a voluntary basis, up to two days. The layoff will be by classification by **shift**. The employees laid off will receive 50% of their regular rate of pay.

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**LETTER OF UNDERSTANDING#9**

**-JOB DESCRIPTIONS**

A joint job description committee will be established to develop new position descriptions or revise descriptions of positions with significant change from date of this Collective Agreement.

The Committee will consist of a Local Steward and Union Chairperson and Local Production Manager and Human Resources Manager, or their designate.

In the event that the committee cannot agree, the matter will be subject to the grievance process.

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**LETTER OF UNDERSTANDING# 10**  
**-JOB POSTING**

N. Agyemang  
Chairperson,  
C.A.W. Local 112,  
8214 Kipling Avenue North.  
Woodbridge, Ontario

Dear Nana

Re: **Job Posting. Elected Full Time Union Representative**

Further to our recent discussion on April 29, 1996 during Contract Negotiations, the following was agreed to;

The two elected full time Union Representatives, Plant Chairperson and Health & Safety person, will be allowed to post into Jobs that they can qualify for, and will receive the rate of pay for that position while they hold office. It should be noted that the Safety Representative position is subject to the Bumping Procedures as per the Collective Agreement.

When they lose their elected position, they will automatically move into their posted job and the junior employee in that position will be bumped.

If the representative does not have sufficient seniority to move into their posted job, they will follow the bumping procedure.

Yours truly,

Ernest R. Brown  
Human Resources Manager



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**LETTER OF UNDERSTANDING#11**  
**CLARIFICATION OF BUMPING**

**(N/E Situation)**

If a north end employee is bumped to the south end, or a south end employee is bumped to the north end and is recalled, the following applies:

- a) If the position is theirs, they cannot refuse.
- b) If the position is not theirs, they can refuse and wait for their own position to become available.
- c) If they post to a new position, this then becomes their posted job.
- d) If no one agrees to return, the most junior employee bumped, must return.
- e) If there is recall to a position that is a steady day shift job, the senior employees within that classification will have the right to claim that job.

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**LETTER OF UNDERSTANDING #12**  
**- PLANT CLOSURE**

May 31, 1996

To: National Automobile, Aerospace and  
Agriculture Implement Workers Union  
Of Canada (CAW- Canada)

Attn: Mr. J. McCabe  
Mr. B. Zillo

**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 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 with (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.

Severance Paid will be two weeks per year of service, which includes ESA on full plant closure only. Benefits will continue for this severance period.

Yours very truly,

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

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## LETTER OF UNDERSTANDING#13

### WEEKLY INDEMNITY DELAYS

In the event a regular employee of Woodbridge Foam Corporation (Kipling) submits a properly completed Weekly Indemnity Claim form and the claim is delayed or denied by the Insurance Carrier due to insufficient medical information, the Company hereby agrees, as standard practice, to instruct the Insurance Carrier to begin paying the benefit, at the applicable rate, commencing with the 15th day beyond 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. In the event the claim is denied by the Insurance Carrier 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 advanced to the employee in error are refunded. The employee must sign a waiver before the Company will advance any payments to the employee.
3. 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.
4. The employee is required to attend all medical appointments scheduled for the IME process.

Yours very truly,

Woodbridge Foam Corporation

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**LETTER OF UNDERSTANDING#14**  
**- MONITOR LEVELS**

May 31, 1996

To: I u Automobile, Aerospace and  
/ ri I u Implement Workers Union  
c u d (CAW Canada) and Its Locals

Attention: Mr. J. McCabe  
Mr. B. Zillo

The Company will continue to follow existing Corporate policy regarding monitoring of Isocyanates and appropriate evacuation protocol. Inclusive of this policy is an instantaneous alarm level of 5 PPB for all monitors where they are required to be used, or an appropriate monitoring device which shall be minimum standard equal to the MDA 7100 where they are required to be used.

Yours very truly,  
Woodbridge Foam Corporation

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For the Company

For the Union

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**LETTER OF UNDERSTANDING#15**

**- BENEFIT PAYMENTS**

Company agrees to have all cheques payable from the Insurance Carrier mailed directly to the employee's residence.

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**LETTER OF UNDERSTANDING #16**

**- SKILLED TRADES**

Any changes to the functioning of either Maintenance Department or Tool Room, will be discussed in advance with the Skilled Trades Representative.

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**LETTER OF UNDERSTANDING #17**

**-JOB ROTATION**

The Company will rotate employees up to two (2) hours where ergonomically required **as confirmed by the** Ergonomic Committee.

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## LETTER OF UNDERSTANDING #18

### - DUTIES OF WORKERS

This will confirm the discussion during 2002 negotiations whereby the following was agreed to:

The duties of all workers shall be to:

work in compliance with the provisions of the OSHA and the regulations;

- a) use or wear the equipment, protective devices of clothing that the worker's employer requires to be used or worn;
- b) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself, or another worker; and
- c) report to his or her employer or supervisor any contravention of the OSHA or the regulations or the existence of any hazard of which he or she knows.



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## LETTER OF UNDERSTANDING #19

### DISCIPLINE STEPS

The Company values progressive discipline with the aim of correcting an employee's behaviour. Infractions to Company Rules and Regulations or misbehaviour by an individual(s) will result in progressive discipline. Repeated misbehaviour is brought to one's attention through stronger discipline up to and including termination of employment.

Counselling (Non-Disciplinary, Steward maybe present on request of employee)

#### Progressive Discipline Steps

Step 1 • Verbal Warning

Step 2 • Written Reprimand

Step 3 • One Day Suspension

Step 4 • Three Day Suspension

Step 5 • Five Day Suspension

Step 6 • Termination

The Company will not deviate from the "Progressive Discipline Steps" for the duration of the Collective Agreement subject to the offence involved and the employee's past discipline record.

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**LETTER OF UNDERSTANDING#20**

**MOULDSHOP ROTATION**

The Company agrees to discuss with the Skilled Trades Representative the shift rotation and departmental rotation in the Mould Shop. The Company also agrees that this rotation will be on a regular basis to be mutually agreed upon by the parties.

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**LETTER OF UNDERSTANDING#21**

**- BASEMENT AGREEMENT**

The Millwright normally assigned to 070 on days (Monday to Friday) will be offered overtime as long as the 070-department line is pouring beyond the regular schedule and will have the right to first refusal. Should that person refuse then the Overtime Guidelines will apply. Overtime Guidelines will apply in all other overtime opportunities. The above will apply should the 070 Line go to a two-shift production schedule.

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**LETTER OF UNDERSTANDING#22**

**- EMERGENCY LIGHTING SURVEY**

The Company shall treat this work as Skilled Trades work as per Article 43 of the Collective Agreement.

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**LETTER OF UNDERSTANDING#23**

**• INACTIVE JOB CLASSIFICATION**

All job classifications eliminated in the 2005 negotiations if in fact are re-instituted in the future will be as per collective agreement that expired in 2005.

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**LETTER OF UNDERSTANDING# 24**

**- TOOLS**

Within three (3) months of the Collective Agreement ratification, each Focus Factory/Plant Manager will meet with the Skilled Trades Representative/Plant Chairperson and review all tools being used in each perspective department and compile a "Necessary Tool List". The purpose of the above is to ensure that all repairs are carried out by Skilled Trades, thus, protecting the health and safety of all plant personnel.

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**LETTER OF UNDERSTANDING #25**

**- PAY PERIOD CONTINUITY**

The Company will forecast Skilled Trades overtime hours for the last workweek of the payroll year and will advance those earnings in that same week. Any hours advanced to the employee that are not worked will be repaid to the Company on the first pay period of the new payroll year.

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**LETTER OF UNDERSTANDING #26**

**• BENEFITADMINISTRATION**

If Woodbridge Foam Corporation decides to self-administrate, the hourly benefits (i.e. insurance carrier) as per Appendix "B" Employee Benefits and all relevant Articles and Letters of Understanding of the Collective Agreement remaining in effect.



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**LETTER OF UNDERSTANDING#27**

**- EMERGENCY LEAVE**

Weekly Indemnity Claims and Bereavement Leave will not be **used** in the calculation of Emergency Days.

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**Amendment to Collective Agreement**  
**Between**  
**Woodbridge Foam Corporation, Kipling Avenue**  
**(The Company)**  
**And**  
**CAW Local 112 (The Union)**

Whereas, the Company is currently bidding on possible new work for the Kipling Avenue Plant ("Lamination Business") and, Whereas the parties seek an agreement to assist in this, the parties agree that the current collective agreement covering the Kipling Avenue Plant will apply to the Lamination Business only except as it may be amended by this Addendum;

The following is agreed to:

1. The parties agree that this is an addendum to the collective agreement and will not be subject to change in the 2002 contract negotiations, other than wage increases that will apply to lamination.
2. The wage rate for a Lamination Line Worker (LC5) will be a maximum of \$15.50 per hour (plus COLA). The parties agree to maintain the current wage differential between the LC5 rate and the LC6 rate.
3. All new employees will start at 80% of the rate (\$15.50). This wage rate will have a progression period of 36 months, with equal 9-month increments.
4. Any employee on lay-off recalled to this position will return to this position at the top rate (\$15.50) except for

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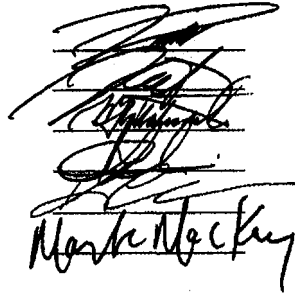
those employees in Point #6. Any employee who has been laid off at a rate lower than the \$15.50 will return to the rate they were laid off at.

5. An active employee who voluntarily posts into the above position will be paid the top rate of \$15.50 per hour.
6. Any employee working in the Kipling facility as of September 27, 2001 who bumps into or is recalled to the Lamination Business will have their pre lamination rate of pay (LC6 or LC7) effective January 1, 2005. Any other employee who is laid off into lamination prior to January 1, 2005 will receive the top lamination rate (\$15.50 plus COLA, plus negotiated wage increases.)
7. The parties agree that the most junior person in the plant will bump into the lamination department.
8. Any current employee hired before January 1, 1995 will not be effected by this agreement except for those in Point #5 above.
9. Renewal contract negotiations targeted to be completed by January 31, 2002.
10. For this agreement to take effect all parties must agree by December 17, 2001 at 9:00 AM.

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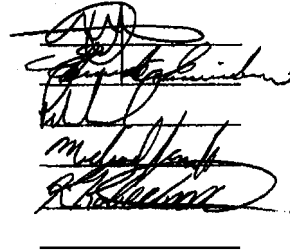
Agreed to by the Parties this 17th day of December, 2001 at Woodbridge, Ontario.

For The Company:



Handwritten signatures for the Company, including the name Mark Mackey at the bottom.

For The Union:



Handwritten signatures for the Union, including the name Michael Frank at the bottom.

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**LETTER OF UNDERSTANDING#28**

**-WAGE PROGRESSION**

This letter confirms our discussion during the 2005 negotiations regarding the wage progression in Lamination. The start rate effective May 31, 2005 will be 70% seventy percent of the full LC5 rate. The parties agree that this is the only change to the Lamination Addendum within the Collective Agreement.

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<b>OCTOBER</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>NOVEMBER</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<b>DECEMBER</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

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<p><b>APRIL</b></p> <p>S M T W T F S</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30</p>	<p><b>MAY</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30 31</p>	<p><b>JUNE</b></p> <p>S M T W T F S</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30</p>
<p><b>JULY</b></p> <p>S M T W T F S</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p>	<p><b>AUGUST</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	<p><b>SEPTEMBER</b></p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p>
<p><b>OCTOBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p>	<p><b>NOVEMBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30</p>	<p><b>DECEMBER</b></p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p>

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<b>APRIL</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<b>MAY</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>JUNE</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
<b>JULY</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>AUGUST</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>SEPTEMBER</b> <b>S M T W T F S</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
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<p><b>APRIL</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p>	<p><b>MAY</b></p> <p>S M T W T F S</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p>	<p><b>JUNE</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30</p>
<p><b>JULY</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p>	<p><b>AUGUST</b></p> <p>S M T W T F S</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p>	<p><b>SEPTEMBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>
<p><b>OCTOBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30 31</p>	<p><b>NOVEMBER</b></p> <p>S M T W T F S</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30</p>	<p><b>DECEMBER</b></p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30 31</p>

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## **Addendum**

### **Corrections to Collective Agreement**

Article 37.04 should read: “, the Union shall be notified sixty (60) calendar days in advance, **in writing**, of the introduction of such change...”

#### **Article Number Corrections:**

- 5.04 should be 5.05
- 9.05 should be second paragraph of 9.04
- 11.02 (page 17) should be 11.06
- 19.05 second paragraph should be 19.06
- 21.01 third paragraph should be 21.02
- 21.06 second paragraph should be 21.07

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