

**AGREEMENT**

**BETWEEN**

**FIRESTONE TEXTILES COMPANY  
A DIVISION OF  
BRIDGESTONE CANADA INC.**

**AND**

**THE UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 175, CANADA**

**December 15, 2014  
to  
December 15, 2017**

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**THE UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL 175**

**and**

**FIRESTONE TEXTILES COMPANY**

Both recognize the importance of and support a harmonious working relationship built on Trust, Teamwork, Respect, and Openness. Only under this type of environment can all employees achieve their full potential and contribute to the success and profitability of our operation. This in turn gives each of us the job security that permits us to provide a healthy and safe lifestyle for our families.

Firestone Textiles Woodstock can only be as good as the employees working here and we commit to work together as a team so we can make this operation the best it can be, for the betterment of our employees, Firestone, and the community.

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**UFCW - LOCAL 175**

Nik Balevski  
Chief Steward

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**FIRESTONE TEXTILES COMPANY**

Bob Galway  
General Manager

## **ARTICLE 1 - RECOGNITION**

- 1.01 The Company recognizes the Union as the exclusive voluntary collective bargaining agency for all hourly rated and piecework employees below the rank of supervisor, but including sub supervisor, employed in respect of and working in its Woodstock plants except: office staff, technical staff, supervisor and those above the rank of supervisor, security guard and engineer; persons acting in a confidential or supervisory capacity, or having authority to hire, discharge or suspend employees.
- 1.02 Neither the Company nor any of its agents will exercise discrimination, interference, restraint or coercion against any member of the Union on account of such membership.
- 1.03 The Union shall not hold meetings on Company premises or engage in Union activities on Company time except as provided for in this Agreement.
- 1.04 The Union agrees that it will not cause, direct or approve any strike, slowdown, sit-down or other stoppage of work, either partial or complete. The Company agrees that it will not cause or direct any lockout of its employees.
- 1.05 Both parties agree to comply with applicable Federal, Provincial, and Municipal health and safety legislation and regulations.
- 1.06 The Company agrees that employees excluded from the bargaining unit as defined in 1.01 above, shall not perform work normally done by any employee in the bargaining unit except in the case of:

- (a) When necessary to instruct or train employees. In such instances, the work performed would be directly involved in instructing or training.
- (b) The production of samples and experimental work for developmental purposes.
- (c) Emergencies expressly limited to return to normal production following a fire, flood, unscheduled power failure or any other Act of God. In the event of other production interruptions or delays caused by breakdowns or changeovers, when such changeovers involve more than one machine or piece of equipment at any one given time, supervisors may perform a minimum amount of work necessary to maintain production flow and efficiency until such time as a changeover is completed or corrective maintenance has restored defective equipment to normal.

**1.07 The Employer shall not contact out bargaining unit work where there are bargaining unit employees available, qualified and willing to perform such work. For clarity, it is not the Employer's intent to erode bargaining unit jobs.**

## **ARTICLE 2 – MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline, and efficiency;**
- (b) hire, discharge, classify, transfer, promote, demote, suspend and discipline, provided that a claim that an employee has been dealt with as above without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.**
- (c) generally, to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and location of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials manufactured, and parts to be incorporated in the products manufactured, and the extension, limitation, curtailment or succession of operations;**
- (d) Nothing in this Agreement shall be interpreted as denying or precluding Management either from the right or opportunity of presenting any of its problems to any Executive Officer of the United Food & Commercial Workers, Local 175. Likewise, the officers of the aforementioned Union shall have similar opportunity as outlined in (d).**

**The Company agrees that these functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.**

## **ARTICLE 3 - UNION REPRESENTATION**

**3.01 The Union may elect or appoint up to two stewards on each shift,**

in each plant, but under no circumstances will one employee be represented by two stewards.

- 3.02 The Company shall be kept informed in writing of the names of officers and stewards and the group each represents.
- 3.03 The Union shall be kept informed in writing of all the names of all Management and Supervisory personnel directly concerned with the supervision of members of the Bargaining Unit.
- 3.04 It is understood that the Union shall appoint a Union committee chairperson prior to any meeting with the Company. There may be rotation of chairpersons for "non-related" meetings. However, for more than one meeting pertaining to the same subject, the same chairperson will act for all meetings.
- 3.05 The officers and stewards shall constitute the grievance committee, but not more than four shall meet with management at any one time to deal with grievances. At least one of the grievance committee shall be from the plant in which the grievance originates.
- 3.06 The Company will pay **one hundred percent (100%)** of the wages and benefits for the three (3) members of the Negotiating Committee (which will include the Chief Steward) for all time lost due to Negotiations **to a maximum of five (5) days. After the five (5) days, the Company will pay fifty percent (50%)** of the wages and benefits for the three (3) members of the negotiating committee (which will include the Chief Stewart). The Company will pay the Committee and then bill the Union for fifty percent (50 %) of the cost. Should the membership increase above two hundred (200) employees, the Union shall have the

right to add a fourth (4<sup>th</sup>) committee person at no cost to the Employer. The Company agrees to continue wages and benefits of Union Stewards on union business authorized by the Company and bill the Union for one hundred percent (100 %) of the cost.

- 3.07 The Union Representative will, upon providing notice to the Company, be entitled to visit the property to service, attend grievance meetings and attend to any Union business.
- 3.08 Temporary leave of absence shall be granted to delegates to National and International conferences and conventions, provided that the specific delegate list is received at least twenty-four (24) days in advance of the convention or conference. No more than seven (7) employees will be granted leave to attend and no more than one (1) employee in each classification per shift, with the exception of classifications with four (4) or less employees, in which case, only one (1) will be granted permission to attend from such classifications, unless mutually agreed between the Company and Union.
- 3.09 Elections for stewards and worker members of the Joint Health & Safety Committee may be held on Company property.
- 3.10 (a) All current employees of the Employer, and those hired on or after date of ratification shall become and thereafter, remain members of the Union in good standing as a condition of employment.
- (b) The Employer shall remit to the Union, within fifteen (15) calendar days following date of hire, the United Food and Commercial Workers International Union Membership Application Form signed by the new employee.



- 3.11 (a) (i) The Employer shall, during the term of this Agreement, as a condition of employment deduct from members of the bargaining unit, the regular weekly Union Dues and such dues shall be remitted to the Union, in the format outlined in 3.11 (b) below, prior to the fifteenth (15th) of the month following the month in which such deduction is made.
- (ii) The Employer shall collect membership initiation fees as may be established by the Union and forward any application forms and such fees to the Union with the regular monthly dues remittance.
- (b) The remittance statement shall be documented by location containing a dues and initiation report which shall be provided in the form of email ([remit@ufcw175.com](mailto:remit@ufcw175.com)) or on a computer diskette as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in “Excel”, Quattro Pro”, “Lotus” or other software program acceptable and acceptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information, as known to the Company:
1. SIN
  2. Employee Number if applicable
  3. Full Time (Last/First/Initials)
  4. Full Address, including City and Postal Code
  5. Telephone Number (including area code)
  6. Date of hire
  7. Rate of pay
  8. Classification
  9. Full time or part time designation
  10. Union dues deducted (or the reasons deductions)

were not made). If dues are deducted weekly, report requires five (5) columns for reporting.

11. Total dues deducted
12. Back dues owing
13. Vacation Pay breakdown of Dues owing
14. Initiation fees deducted
15. Total Initiation fees deducted

(c) The Employer agrees to record the annual Union dues for each employee on his T4form.

**3.12 CHECK OFF OF UNION DUES** The Company will require each employee in the defined Bargaining Unit, as a condition of employment, to sign a dues deduction order, as set out in Schedule "A", for the deduction of Union Dues. This order shall remain in force for the duration of this Agreement and any extension thereof and shall be subject to the terms of any renewal of it. Transfer to a classification outside the Bargaining Unit or termination of employment shall immediately cancel dues deduction order. The Company will promptly remit Union Dues deducted hereunder to the Union Treasurer and shall show the names from whose pay dues were deducted. The Dues and Initiation Report will be provided by e-mail ([remit@ufcw175.com](mailto:remit@ufcw175.com)) or on computer diskette with a hard copy of the report, attached to the remittance cheque.

**3.13** The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of the Company making any deduction in accordance with the foregoing authorization and the Union will refund direct to all employees from whom a wrongful deduction was made.

3.14 A union representative shall be allowed fifteen (15) minutes with new hires upon the completion of company orientation.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

4.01 It is the intent of this article that all grievances are dealt with as quickly as possible.

4.02 Any difference group/policy grievance, which has not been settled by the supervisor will be submitted in writing at step number two as outlined in the grievance procedure in Article 3.

4.03 The Company and or the Union have the right to file any grievance and will be dealt with progressively in the following manner.

- (i) First, the grievance will be submitted in writing to the unit Chairman or his/her designate. A meeting will be arranged between the Union Grievance Committee and the Company Grievance Committee. (Step 1)
- (ii) If the grievance remains unresolved the grievance will proceed to Step 2 within 48 hours of the time of submission and request.
- (iii) At Step 3 the Union Grievance Committee and a full-time representative of the Union will meet with the Plant Manager and/or a designate and the Company Grievance committee. If the issue is unresolved the Company can refer the grievance to Arbitration as outlined in Article 4. The time limits above can be extended by mutual consent of both parties.

4.04 Individual grievance will be handled in the following sequence:

- (i) Step No.1: The employee and shift union steward may take the matter up with their supervisor. If the grievance is not settled within forty-eight (48) hours from the time of request, excluding Saturdays, Sundays and Holidays, the grievance will proceed to Step No. 2. It is understood that the employee has no grievance unless the matter has first been referred by the employee concerned to his/her immediate Supervisor within ten (10) calendar days from the date the employee became aware of the occurrence.
- (ii) Step No.2: The matter may be turned over to the Grievance Committee and if it wishes further discussion with respect to the same, it shall request in writing a meeting with the Human Resources Manager or a designate. At this stage the grievance shall be submitted in writing signed by the employee. The aggrieved employee, or in the case of a group grievance, one representative from the group, may be present at the request of either of the parties. A written response from the Company will be provided. If the grievance is not settled within forty-eight (48) hours from the time of submission and request, then:
- (iii) Step No. 3: The Grievance Committee shall request in writing a meeting with the Human Resources Manager or a representative. The first meeting shall be held within forty-eight (48) hours from the time of receipt of request by the Human Resources Manager (excluding Saturdays, Sundays and Holidays). A full time representative of the Union shall be present at this step. The Company will respond in writing to the Union Representative within (10)

working days.

- 4.05 The time limits specified in the above steps may be extended by the consent of both parties.
- 4.06 All decisions arrived at between the Company and the Union shall be final and binding upon the Company, the Union, the employee or employees concerned.
- 4.07 It is understood that all employees have regular duties to perform on behalf of the Company and this clause will not be construed to provide an opportunity for employees to discuss petty complaints.
- 4.08 Supervisors, when requested, will make arrangements for Union Stewards to resolve problems during working hours.
- 4.09 An employee who wishes to have a discussion with their Union Steward will advise their supervisor who shall then arrange for this discussion as soon as feasible, without unduly interfering with normal production. Permission for discussion shall not be delayed more than the end of the current shift and such discussion shall not exceed a period of twenty (20) minutes. The Company will not make a practice of scheduling meetings under the foregoing during regular rest and/or lunch breaks.
- 4.10 Failing settlement of a grievance under the above procedure of any difference concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitratable the matter in dispute may be taken to arbitration as hereinafter provided.

## **ARTICLE 5 - DISCHARGE AND DISCIPLINARY ACTION**

- 5.01 The Company shall have the right to discharge any employee for just cause. If any employee with 640 hours or more continuous service should be discharged for reasons that the Union believes to be unjust, such a case shall be considered as a grievance and shall be handled as set forth in the Grievance Procedure, beginning at Step Number 2. The written grievance, signed by the employee, must be filed with the Human Resources Manager within three (3) working days of final written notice of discharge, exclusive of Saturdays, Sundays and Holidays. The Human Resources Manager or a representative shall interview any employee before discharge becomes final.
- 5.02 Prior to this interview, the Company will advise the employee's steward or Union Representative, who will be given an opportunity to be present at the commencement of the interview. If the employee desires, the steward may remain throughout the interview.
- 5.03 If an employee with 640 hours or more continuous service is to be interviewed for a matter likely to result in verbal warning or greater disciplinary action, he/she will be reminded in writing of their right to have a union steward present at the interview prior to and during the interview.
- 5.04 When disciplining an employee, management will not take into account any prior discipline which occurred more than twelve (12) months previously with the exception of suspension(s) or greater discipline which occurred more than eighteen (18) months previously.

- 5.05 When the Company completes its investigation and a decision is made to discipline an employee(s), the discipline will be administered on the employee(s) next scheduled shift. Such investigation will be completed within fourteen (14) days of the matter coming to the attention of the Company. This time limit may be extended by mutual agreement between the Company and the Union.
- 5.06 An employee upon request shall have the right to review their personnel file with the Human Resources Manager (or designate) within seventy-two (72) hour of the request, excluding Saturdays, Sundays and Holidays. Emergency requests will not be unreasonably denied.

## **ARTICLE 6 - ARBITRATION PROCEDURE**

- 6.01 Either party may notify the other, in writing, of its desire to submit any matter concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, to a Board of Arbitration and at the same time name its appointee. Within five (5) days thereafter, the other party shall name its appointee. The two appointees shall thereupon confer with a view of selecting a third member of the Board who shall be chairperson. If they are unable to agree upon such a chairperson within five (5) days, they shall then request the Minister of Labour for the Province of Ontario to nominate a member of the Judiciary of the Province of Ontario to be such chairperson. Each of the parties hereto will bear the expense of the chairperson. The decision of a majority of such a board shall be final and binding upon the parties.

- 6.02 In no case should more than ten (10) days elapse between filing a request for board of arbitration and selection of a chairperson or request to the Minister of Labour to appoint such a chairperson.
- 6.03 The Arbitration Board or any other tribunal shall not be authorized to make any decision, inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 6.04 Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without having notified the other party of its final position on any grievance in writing. Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting “filing for arbitration” shall then be triggered. The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in doing so.

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME RATES**

- 7.01 This article provides the basis for the calculation of overtime pay and shall not be construed as a guarantee to provide work for any period whatsoever.
- 7.02 All changes in departmental shift hours other than stated in 7.03 shall be negotiated.



7.03

**STANDARD DEPARTMENTAL SHIFT HOURS**

(a) On jobs requiring 3 shift operations:

Day shift	7:00 a.m. to 3:00 p.m.
Evening shift	3:00 p.m. to 11:00 p.m.
Night shift	11:00 p.m. to 7:00 a.m.

(b) On jobs requiring 2 shift operations:

Day shift	7:00 a.m. to 3:30 p.m.
Evening shift	3:30 p.m. to 12:00 midnight

(c) On jobs requiring 1 shift operation:

Day shift	7:00 a.m. to 3:30 p.m.
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(d) On jobs requiring 12 hour shifts (rotational **or steady**)

Day shift	7:00 a.m. to 7:00 p.m.
Night shift	7:00 p.m. to 7:00 a.m.

(e) On jobs requiring 12 hour shift Days only

Day shift	7:00 a.m. to 7:00 p.m.
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It is understood that employees in the electrical department will be required to work a three (3) week rotating shift schedule. It is understood that certain employees in the Fixer, Comoli, spinning take-up classification may at the Company's discretion, be required to work a three (3) week rotating day shift schedule.

7.04

A work day on the twelve (12) hour shift will run from 7:00 p.m.

to 7:00 a.m. **and vice versa.** The work week will start at 7:00 p.m. Saturday (this is the start of Sunday shift).

- 7.05 (a) It is understood that on continuous 3 shift operations, employees shall relieve one another during the one-half (1/2) hour lunch period, wherever possible. Where it is not possible for employees to relieve one another, relief will be provided during the lunch period. It is understood that employees' earnings shall not be reduced by reason of this one-half (1/2) hour lunch period.
- (b) When 8-hour shift employees are required to work a minimum of three and one-half (3-1/2) hours overtime after the completion of their normal shift the employees will be paid for their lunch period.
- (c) Employees scheduled to work an eight (8) hour shift shall be entitled to one (1) thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute paid rest periods.**
- (d) Employees scheduled to work a twelve (12) hour shift shall be entitled to one (1) thirty (30) minute paid lunch break and three (3) fifteen (15) minute paid rest periods.**

**Employees will be allowed one (1) minute at the start and one (1) minute at the end of each break for travel time to and from their workstations.**

- 7.06 It is understood that production operations will be continuous, with four shifts, A, B, C, and D operating on the twelve (12) hour shift schedule. Notwithstanding the company's right to increase or decrease the number of shifts operating on either the eight (8) hour no rotating schedule and/or the four (4) shift twelve (12) hour schedule, the parties agree as follows:

- (i) If a full seven day operation is not needed in all areas to meet production requirements, the company may operate any plant area(s) on 8 hour shift(s) as above, Monday through Friday, but always maintain some portion of the workforce on either of the twelve (12) hour shifts listed in 7.03 (d) or (e) in the job classification listed below.

Twister Tender	Twister Operator
General Utility	Weaver
Loom Technician	Process Control Technician
Spinning Take Up Operator	Comoli Operator
Shift Millwright	Direct Cable Operator

- (ii) When production requirements necessitate a change in shift schedules between 12 hours - 7 days per week and 8 hours - 5 days per week, the company will provide a minimum of two (2) weeks' notice to those employees who would be affected. Any such change will remain in effect for a minimum of three (3) months unless a shorter time period is mutually agreed to by both parties.

7.07 The Union and the Company agree to and recognize that the schedules of work that exists in various departments will remain in effect for the incumbent and may be changed or introduced in other areas if there is mutual agreement between the Union and the Company.

7.08 Two employees may apply to temporarily switch shifts for a maximum of three (3) consecutive full shifts, using the form provided by the Company, at least seven (7) days in advance of the date(s) requested. Both the employees agreeing must be qualified, capable of performing the duties of the classification and must be available to work the shift(s) in question. No floaters,

vacation or other approved leaves may be booked for the days requested, once the form is submitted for approval and both the employee's supervisors must sign the form for the application to be verified.

- 7.09 **Permanent Shift Changes - Where two (2) twelve (12) hour shift employees in the same classification and rotation agree to a permanent shift change, to either AB days or nights or CD days or nights the Company will allow such change, provided both employees agreeing are qualified and capable of performing the full duties of the classification.**

**Once approved, all other rights and obligations are in accordance with the Collective Agreement. An employee may not exercise this option more than once every twelve (12) months.**

- 7.10 Time and one-half the hourly rate in the case of hourly rated employees shall be paid for all hours worked in excess of eight (8) hours per day except for Plants No.2 and No.3 rotating shift personnel working twelve (12) hour shifts who will receive a wage rate of time and one-half for hours worked in excess of twelve (12) hours.
- 7.11 All overtime, with the exception of statutory holidays, and when in excess of normally scheduled hours and including approved leaves, to be paid at the rate of 1 ½ times. Overtime on statutory holidays, when in excess of normally scheduled hours, will be paid at the rate of double time. Approved leave of absence will include: Vacation Leave, Floaters, Union Leave, Jury Duty, Bereavement Leave, **approved emergency leave** and **other legislated leave.**

- 7.12 Employees who receive less than twenty-four (24) hours notice of a shift change shall be paid time and one-half for the first shift worked.
- 7.13 Overtime work shall be distributed as evenly as possible among those performing such work. It is understood that employees shall work such overtime work as the Company may assign. **Where the Company determines overtime is to be worked, such overtime shall be offered where the need/vacancy exists.**
- 7.14 Once overtime is accepted, employees must work a minimum of eight (8) hours of the twelve (12) hour shift or six (6) hours of the eight (8) hour shift, unless given prior permission by the Supervisor.
- 7.15 In the event scheduled overtime must be cancelled by the Company, 36 hours' notice will be given prior to the scheduled day of overtime, if not, the scheduled employee will be given the option of working or refusing the overtime day.
- 7.16 A day shift worker who is asked to stay over and finish a job which has to be completed may leave after that job is completed and does not have to do other jobs as they come up.
- 7.17 **8 HOUR SHIFTS:** The Company will post notification of Saturday overtime work no later than 3:00 p.m. Monday of the same week. Employees will be assigned to work the above overtime unless qualified volunteers can be found to work the scheduled overtime shift. Employees would not be required to work more than two (2) consecutive Saturdays.
- 7.18 **12 HOUR SHIFTS:** Notwithstanding the above, in the event of

an emergency, such as vacancies created by absenteeism or employee terminations, the Company may require employees to remain on duty until relieved to a maximum of two (2) hours.

7.19 Employees on twelve (12) hour shifts will adhere to the “Coverage for Unscheduled Absenteeism: regulations below, to provide coverage for job vacancies on “off shift” days.

7.20 A crew premium will be paid to anyone who replaces a twelve (12) hour employee on a twelve (12) hour shift.

7.21 **PLANT 2 - 12 HOUR WEEKEND SHIFT SCHEDULE**

The weekend shift schedule will be implemented in accordance with the following provisions:

(i) The schedule will consist of 2 - 12 hour schedules

"E" shift - beginning Friday night 7pm ending Monday morning 7am (3 shifts)

"F" shift - beginning Saturday morning 7am ending Sunday night 7pm (2 shifts)

Shifts E and F shall rotate from weekend to weekend nights to days

(ii) A. Initially, vacancies shall be filled on a voluntary basis by the most senior qualified Operators. If there are insufficient qualified employees who have volunteered, such vacancies will be filled in accordance with Article 12 (i.e.: Job Posting). Not more than 4 employees per shift will be used at any time.

(iii) In the event the schedule is discontinued or reduced in numbers, seniority provisions in Article 11 shall apply.

- (iv) The calculated weekend premium will be the employee's base rate plus 33% (base X 1.33%) for all hours worked on shift "E and F". This equals 80 hours pay for 60 hours worked over a two week period.
- (v) Night shift bonus 7pm to 7am \$ 0.353
- (vi) Eligibility periods for seniority, probation, holidays/bereavement, benefits, weekly indemnity and pension shall be calculated at 1.33 x hours worked.
- (vii) Vacation entitlement shall be calculated in the following manner:

<u>Vacation Entitlement</u>	<u>Time Off</u>
2 weeks vacation =	5 days off
3 weeks vacation =	7 or 8 days off
4 weeks vacation =	10 days off
5 weeks vacation =	12 or 13 days off
6 weeks vacation =	15 days off

Not more than one (1) employee will be absent for vacation and floater holidays at any given time.

- (viii) Overtime: Overtime Monday through Friday shall be distributed to the 12 hour rotating shift employees first. Weekend workers may put their names on the optional list and will be called in before employees outside of the classification. When a weekend worker works overtime Monday through Friday, normal overtime premiums shall apply (i.e.: premium pay at base rate and crew premium where applicable.) employees replacing a weekend worker (shift E and F) on overtime basis would not receive the weekend premium of 1.33 times the base rate.

- (ix) Employees working this shift schedule would receive eighty (80) hours C.O.L.A. for sixty (60) hours worked over a two (2) week period.
- (x) All the above are subject to change with mutual agreement by the Company and the Union.

## 7.22 **COVERAGE FOR SHORT NOTICE ABSENTEEISM, 12 HOUR SHIFTS**

- (a) Coverage for **short notice** absenteeism will be done by a list of volunteer workers (to cover each job classification) who will put their names on a list on their last day before going on days off. The Company will not schedule overtime or remove the sign-up sheet before three o'clock a.m./p.m. (3:00 a.m./p.m.). These employees will have volunteered to be called in on their days off to provide coverage for **short notice** absenteeism. Employees on shift may be required to remain on duty until relieved, for a maximum of two (2) hours.
- (b) Employees on voluntary call-in within their classification shall be contacted in the order of their highest seniority. Secondly, employees in other classifications who have volunteered to be called in and who are qualified to perform the work required shall be contacted in the order of highest seniority. If necessary, the least senior employee on voluntary call-in within the classification who is qualified to perform the work will be required to report for work.
- (c) Should there not be volunteers to cover all jobs, then the **mandating** system will have to be put into effect where designated employees will be **mandated to be on call** for a one hour period on their upcoming days off as follows:



1. The shift just finishing night shift and on their first (and second day of a three [3] day cycle) day off will be on call from 6:30 p.m. to 7:30 p.m. to cover vacancies on the night shift that day (or two days).
  2. The shift just finishing day shift and on their first (and second day of a three [3] day cycle) day off will be on call from 6:30 a.m. to 7:30 a.m. to cover vacancies on the day shift that day (or two days).
  3. The shift on their last day off and scheduled to go on night shift the next day will be on call from 6:30 p.m. to 7:30 p.m. to cover vacancies on the night shift that day.
  4. The shift on their last day off and scheduled to go on day shift the next day will be on call from 6:30 a.m. to 7:30 a.m. to cover vacancies on the day shift that day.
- (d) The order of designated ~~call-in~~ **on call mandating** will start with the most junior qualified employee and **will** rotate on a seniority basis within each job category so that designations for ~~call-in~~ **on call mandating** are evenly distributed among the employees **in each classification**. When on call, an employee must be available for that one (1) hour period **between 6:30 and 7:30 a.m./p.m.** and when contacted must report for work within two (2) hours of the shift start. Employees will be notified within the last four (4) hours of their last working day if they are ~~designated~~ **mandated** to be on call on their upcoming days off.
- (e) The order of designated **on call mandating** will start with the most junior qualified employee and rotate on a seniority basis within each **classification** so that designations for **on call mandating** are evenly distributed among the employees. When on call, an employee must be **available for that one (1) hour period between 6:30 and 7:30**

**a.m./p.m** and when contacted **will** report for work within two (2) hours of the shift start. Employees will be notified within the last four (4) hours of their last working day if they are **mandated** to be on call on their upcoming days off.

(e) **Employees who sign the call-in list and are called, by seniority within a classification, before 9:00 a.m./p.m., must report to work within two (2) hours.**

(f) An employee who reports to work to cover for **short notice** absenteeism will receive one (1) hour of pay at the employee's straight time hourly rate in addition to payment for all hours worked. This system will apply to all employees working the twelve (12) hour rotating shift.

## **7.23 COVERAGE FOR SCHEDULED OVERTIME - 12-HOUR SHIFTS**

(a) Qualified employees will be asked by Department if they are interested in having their names on the voluntary overtime list and their names will be listed in order of seniority. Balancing of overtime for the scheduled overtime system will be on a continuous basis. Employees changing shifts or employees wanting their name added to the voluntary scheduled overtime list will be credited with an equal amount of overtime as the most overtime credits documented and would be credited with an equal amount of assignments as the least amount of assignments documented. These employees will only be eligible for overtime from the first day they start their new shift. Employees added to the list would be eligible from the day they asked to be added to the list.

(b) Employees outside of the classification who are capable of doing the work may have their names on the scheduled overtime list under the

heading "Optional Employees". It will be up to the supervisors to decide who is eligible for this heading.

- (c) The Supervisor will post overtime as the dates are known. Overtime shall be scheduled every weekend for the 2-week period starting ten (10) days after the Monday of that weekend. The only exception to this would be in the case of the company receiving less than the above amount of notice for time scheduled off such as floaters. In this case, notice will be given as soon as possible. Overtime will be distributed evenly to the people on the scheduled overtime list starting with the most senior. One day at a time will be chosen by each employee in order of seniority. If overtime is not accepted by anyone on the list, move to the optional list. If still not accepted by anyone, assign in order from the most junior employee in that occupational classification. **Mandating** should be done only as a necessity. **Mandated** employees will be given at least 24 hours notice. An employee will be exempt from assignment if they have worked or are scheduled to work overtime within seven days of the shift to be assigned. **Mandating** to cover scheduled overtime will be shared amongst all qualified employees in the classification starting with the least senior employee with no time period for balancing. **Notwithstanding the above, where the Company offers a four (4) hour overtime shift, employees who accept such shift will not be exempt from being mandated.**

- (d) Employees will be credited for each shift offered whether:
- a) They work the overtime
  - b) They refuse the overtime

NOTE: To be credited with a shift of overtime, the employee must have been available to be asked when the overtime was scheduled.

- (e) Employees will also be credited each time it is their turn for scheduled

overtime when they are off work on **WSIB**, Accident or Sickness Benefits or off on vacation **or other approved leave**.

- (f) Accurate records of all the above will be maintained.
- (g) 72 hours notice for time off is considered scheduled overtime and at least 24 hours notice will be given to volunteers on the scheduled overtime list. The above provisions do not apply to less than a full shift.

#### 7.24 **MAINTENANCE DEPARTMENT RELIEF**

Should circumstances arise where none of the rotating shift mechanics are able to cover for unscheduled absenteeism on night shift or weekends (i.e. two shift mechanics off because of illness), then it may be necessary to reschedule day shift maintenance mechanics to cover these vacancies. This may require a short changeover where day shift mechanic(s) report for work at 7:00 a.m. and it is found necessary that they cover the night shift. Then it is the Company's right to send them home no later than 11:00 a.m., otherwise they shall not be required to work more than an additional eight (8) hours unless they agree to cover the entire shift. Earnings will be at straight time except for shift premiums, weekends and Statutory Holiday premiums, while the day mechanic is on shift for relief, with the exception of the first shift which is covered under Article 7.01.

7.25 Statutory holidays falling on Monday to Thursday will be covered by the Fixer scheduled to work Sunday to Thursday of the week in question. When the holiday falls on the Friday, the Fixer scheduled to work Tuesday to Saturday will provide coverage.

7.26 If any employee reports for work at the regularly scheduled time

for their shift, they shall be entitled to a minimum of four (4) hours pay at not less than their standard day rate, unless previously notified by the Company to the contrary either orally or by notice on the bulletin board or by message left at the employee's residence, provided that if requested by the company the employee shall perform a minimum of four (4) hours of such available work as the Company may assign; and further provided that this section shall not apply in cases of a major mechanical breakdown affecting the entire department, work stoppage on the part of any employee or employees returning to work after an absence.

7.27 Any employee called in to work at any time after the close of their regular shift, shall be through when the work which they were called in to do is completed. The employee shall be paid at the rate of time and one-half (1 ½) times for a minimum of four (4) hours, except on statutory or plant holidays which will be paid at double time for a minimum of four (4) hours. This provision does not apply to an employee called in early or working overtime on their regular shift, except that if any employee is called in early and is sent home prior to the completion of their regular shift, the above provision shall apply. This provision does not apply to the "Coverage for Unscheduled Absenteeism" and "Coverage for Scheduled Overtime" clauses for employees on twelve (12) hour shifts.

7.28 Any Skilled Trades employee called in to work at any time after the close of their regular shift, shall be through when the work which they were called in to do is completed. **The employee shall be paid at the rate of triple (3x) time for a minimum of four (4) hours for any call-ins.**

7.29 There shall be no pyramiding of premium payments.

- 7.30 The Company shall inform employees at the time they are being called in for unscheduled overtime as to what they are being called in for, and who they are replacing.
- 7.31 Unscheduled Overtime Errors - The Company and the Union agree that in the event the Company makes an error in distributing "**short notice** overtime", as per Article 7 in the Collective Agreement, to an employee(s) the Company will pay in full wages lost to the employee(s) affected.
- 7.32 Scheduled Overtime Errors The Company and the Union agree that in the event the Company makes an error in "scheduled overtime", the Company will balance the proven day(s) in question by providing the affected employee(s) an overtime opportunity of equal value within three weeks from the resolution of the issue in dispute. The resolution will occur within one (1) week of the employee bringing the matter to the attention of the Company. It is also understood that the day of overtime worked will not have any effect on previously scheduled or **short notice** overtime. Any **short notice** overtime that could result from employee absenteeism will be replaced from the unscheduled overtime list and not be replaced by an "opportunity to work" day. The Union and the Company will meet to resolve any issues. The Company will review the above with all Shift Supervisors. A shift Supervisor may not bypass an eligible employee on the scheduled overtime list for any reason not previously approved by the Human Resources Manager.
- 7.33 Time for all meetings called by the Company will be paid at the applicable hourly rate, provided the training takes place during the employee's regular working hours or where the Company insists on mandatory attendance. Employees attending authorized training **on Company premises** on their regular day off will be paid at time

and one half (1 1/2) times, **plus crew premium if applicable.** Employees required to attend mandatory training on their scheduled day(s) off will be provided with two (2) weeks notice.

## **ARTICLE 8 - AUTHORIZED LEAVES**

### **Bereavement**

- 8.01 In the event of bereavement in the employee's immediate family, which shall include: father, mother, husband, wife, sister, brother, son, daughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, the employee's grandfather and grandmother, which may necessitate an employee to be absent from scheduled work, claim for payment for time lost on regular hours up to three (3) consecutive scheduled work days, may be made to the Human Resources Department after the occurrence. Such leave shall commence the day following the death, except in extenuating circumstances.
- 8.02 In the event of the death of the spouse's grandfather or grandmother, an employee may be absent with pay from scheduled work for the day of the funeral or the night shift of the day after the funeral.
- 8.03 In the event that the burial is postponed to a later date, an employee will be entitled to hold one (1) paid bereavement day over to be taken on the day of the burial.
- 8.04 Proof of death shall be submitted if requested by the Company. The category of relatives, specified above includes legal and blood relationships, half relatives and step relatives, foster parent and foster child.

- 8.05 Payment for such lost time will be the employee's average hourly earnings on a straight time basis, exclusive of all types of bonuses and premiums except for shift employees who will receive the crew premium and the premium paid for designated paid holidays if absent due to bereavement in accordance with this clause. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this section for such day or days.
- 8.06 If bereavement occurs while an employee is on vacation, the employee can request of the Company, to the Human Resources Department, prior to the date of the funeral, that vacation days be substituted with bereavement days. These vacation days will be taken at a mutually agreed upon later date.
- 8.07 To be eligible for such payment, employees must have completed a probationary period of two hundred and forty (240) hours.

### **Jury Duty & Crown Witness**

- 8.08 An employee who is called as a crown witness or is required to serve on a jury shall be paid the difference between fees for such services and normal straight time earnings, for the time lost, subject to the following provisions: Employees must notify their supervisor as soon as possible after receipt of notice of selection for such duty.
1. Employees who are selected for such duty, who are on other than day shift, shall be assigned to the day shift for those days they are required to serve.
  2. Employees, who are called for such duty and temporarily excused from attendance at court, must report for work if it is reasonably



possible to report by 11:00 a.m. and 3:00 p.m. when working eight (8) or twelve (12) hour shifts respectively.

4. Employees must furnish written statement from the appropriate public official, showing the date and time served and amount of pay received, to be eligible for payment.

8.09 Pregnancy and Parental Leave - All pregnancy, parental and adoption leaves shall be in accordance with the Employment Standards Act.

8.10 **WSIB**

Any employee failing to complete their regular shift because of injury on the job, shall be paid their regular rate including crew premium if applicable, for the balance of the shift, providing permission to leave the job is approved by a Company representative or a medical doctor.

## **ARTICLE 9 - WAGES AND BENEFITS**

9.01 (a) Qualified rates and hiring rates, including crew premiums, as set out in the Supplementary Wage Schedule shall remain in effect during the term of the Agreement.

- (b) When an employee works on a **twelve (12) hour** schedule, the employee will be paid a crew premium as set out in the supplemental wage schedule in addition to their normal hourly rate for all hours worked.

9.02 Employees on afternoon shift shall be paid a bonus of twenty-four (24) cents per hour and employees on the night shift shall be paid a bonus of twenty-nine (29) cents per hour to a maximum of eight (8) hours per day except employees working twelve (12) hour

shifts who will receive a shift bonus of thirty-five decimal three (35.3) cents per hour for the night shift only, up to a maximum of twelve (12) hours. **Employees who work during the time change shall be paid for all hours worked at the applicable rates of pay.**

9.03 (a) When an employee is required by the Company to temporarily transfer to another job, except in the case of layoff, the employee shall be paid at the regular rate based on the employee's earnings for the past pay period, or the qualified rate of the job to which the employee is transferring, whichever is higher

(b) Employees with six (6) months or more seniority, who are transferred to a different job classification to fulfill seniority requirements, shall be paid qualified rate for the job from which they are being transferred to such higher rate as qualifications warrant up to a maximum of qualified rate for the job to which they are transferred.

9.04 (a) Employees who are recalled shall receive payment at the rate they qualify for.

(b) Employees returning to a job classification through a job posting will be paid the qualified rate of the job to which they are transferring providing they have received qualified rate on that job within the past two (2) years.

9.05 Adjustment of any wage rate which has been subject to grievance procedure shall provide for retroactivity to the date the disputed rate went into effect, consistent with any loss of wages which an employee may have sustained by reason of such disputed rate, but in any case no more retroactivity than thirty (30) days prior to the filing of the written grievance.

## **9.06 On Call System for Skilled Trades**

**1. In order to protect bargaining unit jobs, minimize contracting out and provide support to the facility during off shift hours, the Company shall implement an on call system for employees in the classification of Skilled Trades. Qualified employees shall be on call on a rotating basis of a week at a time, and shall receive \$175.00 per regular week for being on call, in addition to a guarantee of four (4) hours at the rate of one and one half (1 ½) time for any call ins. On call employees will be required to respond to calls for service at the Plant when required. Employees scheduled to be on call will make reasonable efforts to find coverage for call ins which they are unable to full-fill.**

## **ARTICLE 10 - HOLIDAYS AND VACATIONS**

### **HOLIDAYS**

10.01 Employees who are on the active payroll shall be paid eight (8) hours holiday pay for the following designated paid holidays:

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

Four (4) additional paid holidays are to be taken as personal holidays each year for employees hired prior to December 15, 2010. **In the application of this article, it is understood that Skilled Trades (Millwright, Machinist, Powerhouse Mechanic, Electrical Technician and Electrician shall be entitled to the**

**above personal holidays)**

- 10.02 When one of the designated paid holidays indicated above falls on Saturday, it will be observed on the preceding Friday and if a holiday falls on a Sunday, it will be observed on the following Monday, except for twelve (12) hour shift employees who will observe the designated paid holiday on the day on which it falls.
- 10.03 Employees who work the Three Week Rotating Day Shift schedule will have the following choices if a designated paid holiday indicated above falls on a Friday or a Monday which is their regular day off:
1. If the designated paid holiday falls on a Friday, employee may be scheduled off on the preceding Thursday or work their normal schedule.
  2. If the designated paid holiday falls on a Monday, employee may be scheduled off on the following Tuesday or work their normal schedule.
    - (a) To qualify for payment on the above designated paid holidays, when not worked, the employee must work their regular shift immediately prior to and immediately following such holiday. If an employee working on a rotating shift basis is absent when scheduled to work on a designated paid holiday, the employee will not receive payment for the holiday.
- 10.04 Exceptions will be made when absence has been caused by any of the following reasons:
2. Death in the immediate family of the employee.

Sickness - evidenced by a doctor's certificate or other evidence satisfactory to the Company and limited to a twenty-one (21) day period. Payment for any designated paid holiday(s) that fall within a period of sickness or accident of up to six months from the twenty-first (21st) day of sickness or accident will be paid at the rate of the difference between the daily benefit rate and the normal holiday rate, upon the employee's return to work.

3. Payment for any designated paid holidays which fall within a period of accident or sickness covered by the Workers' Safety Insurance Board, will be paid at the rate of the difference between the daily benefit rate and the employee's normal holiday earnings for a period of twelve (12) months from the date of disability, payable upon the employee's return to work.
4. Cases of extreme urgency requiring the presence of the employee, which are approved by the Human Resources Manager.

10.05 Employees who qualify shall be paid for the holiday based on their rate for the day of the holiday and shall exclude all premiums.

10.06 All scheduled time worked on the above designated paid holidays shall be paid at time and one-half, except Christmas Day in which case payment will be at double time.

10.07 All overtime worked on the above designated paid holidays shall be paid at double time except when:

- (a) a holiday falls on a Sunday
- (b) an employee works on Christmas Day, in which case payment will be at double time and one-half.

10.08 Should such designated paid holiday occur during a qualified

employee's paid vacation leave, they shall be entitled to such holiday with pay in addition to and taken concurrently with their vacation leave, provided the employee has worked their regular scheduled shifts immediately preceding and following the vacation leave.

#### 10.09 **PERSONAL HOLIDAYS- PLANTS NOS. 2 AND 3**

The Company and the Union agree that the four (4) personal holidays in each calendar year shall be granted as individual days on the following basis:

- (a) The groups, classifications and/or group(s) of classifications to be considered for purposes of this Agreement are:
  - (i) Shipper Receiver; Assistant - Stores, Shipping Receiving Storeskeeper
  - (ii) Inspector; Assistant Utility
  - (iii) Cleaner Janitor - Plant No.2
  - (iv) Cleaner Janitor - Plant No.3
  - (v) Fixer
  - (vi) Electrician
  - (vii) Machinist
  - (viii)** Millwright
- (vi) Shift Workers
- (b) For Group (i) above, it is understood that an employee using a personal day or single vacation day in any week **will** not prevent another employee from being approved for a full week of vacation.
- (c) A maximum of one (1) employee from each of (i) (ii) (iii) (iv) (v) listed above and a maximum of two (2) employees from each of (vi) (vii) (viii) (ix) listed above may be off on any given day unless approval by exception is granted. Employees in (x) listed above

will be permitted to schedule personal holidays on an individual basis, according to seniority with the following restrictions:

- (i) For job classifications with four (4) or less people, no more than one (1) employee may be off on any given day.
  - (ii) For job classifications with more than four (4) but less than nine (9) people, no more than two (2) employees, with a maximum of one (1) employee per shift, may be off on any given day.
  - (iii) For job classifications with nine (9) or more people, no more than four (4) employees, with a maximum of one (1) employee per shift, may be off on any given day.
  - (iv) For job classifications with twenty one (21) or more people, no more than eight (8) employees, with a maximum of two (2) employees per shift, may be off on any given day, and not more than six (6) employees per shift.
- (d) If it is known (prior to the required notice time) that another employee will be off work due to sickness or accident on the day requested for the personal holiday, and then the number of employees allowed off as indicated above on that day will be reduced accordingly.
- (e) Any requests for personal holidays in conjunction with paid holidays will be awarded on the basis of seniority, provided a minimum of one (1) week's notice is given on the form provided. Any previously scheduled vacation time will take priority over personal holidays regardless of seniority.

- (f) Other requests will be awarded on the basis of first come, first served.

Employees must request these holidays at least three (3) working days in advance on the form provided unless approval is given by the employee's supervisor. Written approval will be given within one (1) working day. Any previously scheduled vacation time will take priority over personal holidays regardless of seniority.

- (g) Employees must have scheduled all holidays for the current calendar year prior to November 1st of the current year. Any holiday not taken during the calendar year will be forfeited. In that case, payment will be made for the holiday(s).
- (h) Twelve (12) hour shift employees will receive payment for twelve (12) hours at their qualified rate, exclusive of all premiums, for the four (4) personal holidays, provided they do not work on the personal holiday.

### 10.11 Vacations

The Company agrees to grant the following vacations with pay to employees on the payroll on July 1:

<b>Service</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
1 year but less than 3 years	2 weeks	4%
3 years but less than 5 years	2 weeks	5%
5 years but less than 8 years	3 weeks	6%
8 years but less than 12 years	3 weeks	7%
12 years but less than 16 years	4 weeks	8%
16 years but less than 20 years	4 weeks	9%



20 years but less than 23 years	5 weeks	10%
23 years but less than 25 years	5 weeks	11%
25 years and up	6 weeks	12%

Note: Employees hired after December 15, 2007 will have vacation time capped at 4 weeks and vacation pay capped at 8%.

10.12 Vacation time off for employees working twelve (12) hour shifts will be broken down into hours [one week of vacation is equivalent to forty (40) working hours] and vacation days taken in twelve (12) hour multiples to correspond with full work days.

- (i) For two (2) weeks of vacation, an employee may select six (6) or seven (7) days of vacation.
- (ii) For three (3) weeks of vacation, an employee will receive ten (10) days of vacation.
- (iii) For four (4) weeks of vacation, an employee may select thirteen (13) or fourteen (14) days of vacation.
- (iv) For five (5) weeks of vacation, an employee may select sixteen (16) or seventeen (17) days of vacation.
- (v) For six (6) weeks of vacation, an employee will receive twenty (20) days of vacation.

10.13 Vacation pay shall be computed twice a year, based on the employee's total earnings, firstly from the last full pay in June to the yearend cut-off and secondly, from the year end cut-off to the end of the last full pay in June. The percentage entitlement for both payments as indicated above will be based on the employee's seniority as of July 1 following the second payment period.

- 10.14 (a) The one year period for the purpose of taking vacations is the calendar year, January 1st to December 31st.
- (b) Carry over of vacation: Employees are able to carry over one (1) week of their vacation entitlement to be taken between January 1st and April 30th of the following year. Applications (including intent to carry a week over) must be submitted by April 1st of the current vacation year. Employees who wish to carry over one (1) week of their vacation entitlement shall indicate by November 1<sup>st</sup> of the same year, their desired dates for this carryover, and the Company will respond no later than November 15, the employee will provide no less than ten (10) days notice prior to their preferred carry over dates. It is understood preferred vacation as referenced in (c) and (d) below would take preference.
- (c) Preferred Vacation January 1<sup>st</sup> – May 31<sup>st</sup> – Employees may obtain an application for preferred vacation time to be taken between January 1<sup>st</sup> and May 31<sup>st</sup> from their Supervisor after October 1<sup>st</sup> and must submit the form no later than November 1<sup>st</sup>. A reply will be given by November 15<sup>th</sup>.
- (d) Preferred Vacation June 1<sup>st</sup> – December 31<sup>st</sup> - Employees may obtain an application form for preferred vacation time to be take between June 1st and December 31<sup>st</sup> from their Supervisor after March 1<sup>st</sup> and must submit the form no later than April 1<sup>st</sup>. A reply will be given by May 1st.
- (e) In the event that more than one (1) employee requests time off for the same period and it cannot be agreed that all such employees be spared, then the most senior employee has the preference.
- (f) For all plant areas, vacation schedules will be determined by

classifications, giving preference to employees based on seniority, with the following restrictions:

- (i) For job classifications with four (4) or less people no more than one (1) employee per shift, be absent for vacation at any given time.
  - (ii) For job classifications with more than four (4) but less than nine (9) people, no more than two (2) employees, with a maximum of one (1) employee per shift may be absent for vacation at any given time.
  - (iii) For job classifications with nine (9) or more people, no more than four (4) employees, with a maximum of one (1) employee per shift may be absent for vacation at any given time.
  - (iv) For job classifications with twenty-one (21) or more people, no more than eight (8) employees, with a maximum of two (2) employee per shift may be absent for vacation at any given time.
- (g) The above restrictions in 10.03 (e) may be altered with Company approval but not more than six (6) employees per shift will be absent for vacation at any given time.

10.15 Applications for vacation time other than preferred vacation time must be submitted at least ten (10) calendar days prior to the requested time off, unless approval is given by the supervisor. A reply will be given by the following scheduled shift.

## 10.16 **Maintenance Department**

No more than one (1) employee from each of the areas listed below may be absent for vacation at any given time.

- (a) day mechanics\*
- (b) machinist
- (c) shift mechanics\*
- (d) day electrician\*
- (e) twister fixing\*
- (f) shift fixer\*
- (g) shift electrician\*

\* exception: two (2) day shift mechanics, day shift fixers or day shift electricians may be off at the same time as long as no shift mechanic, shift fixer, or shift electrician is off at the same time.

10.17 When an employee has been unable to work during a portion of the preceding vacation year, because of sickness or injury, and vacation pay is less than the minimum mentioned below, vacation pay shall be increased to a minimum of \$150.00 per week, provided that the said employee must have worked some portion of the preceding vacation year and have resumed regular work for at least one month.

10.18 Employees with five (5) years seniority shall be entitled to up to thirty (30) days leave of absence without pay once every four and one half (4-1/2) years provided sixty (60) days written notice is given. A written reply will be given no less than forty-five (45) days prior to the leave of absence effective date. No more than one person, on the basis of highest seniority, in any one job classification shall be granted a leave of absence at any one time, unless at the Company's discretion more people can be permitted

to be absent.

- 10.19 However, for employees covered under 10.12 the total number of employees absent for vacations and/or leave of absences during the months of July and August will be no more than the number allowed per classification as set out in clause 10.12 unless at the Company's discretion more people can be permitted to be absent. Previously scheduled vacations take preference over an intended leave of absence.
- 10.20 In the event that an employee cancels approved vacation within five (5) working days of the approved vacation time, such vacation will be offered to the senior employee who had initially been denied that period. It is agreed and understood that all applications for vacation approvals and vacation cancellations will be in writing.
- 10.21 Employees going on approved vacation shall not be mandated to work during the period commencing the end of the last scheduled work day before the approved vacation, through to the beginning of their first scheduled work day after the approved vacation.

## **ARTICLE 11 - SENIORITY**

- 11.01 Employees shall receive seniority privileges after they have completed a total of 640 hours worked, accumulated within a six (6) month period, after which seniority will be shown on the seniority list to have commenced on the date of employment. Notwithstanding the above, voluntary resignation shall terminate any accumulation of service. Employees hired after December 15, 2007 or date of ratification will be considered probationary for a full six (6) months for all attendance related matters.

11.02 All seniority rights shall be terminated on:

1. Voluntary resignation - an employee who has been absent without report for four (4) or more shifts and thereafter at the discretion of the Company, shall be considered to have voluntarily resigned.
2. Discharge - provided such employee is not reinstated with seniority rights through the provisions of the grievance procedure.
3. Failure to return to work in accordance with recall regulations as set out in Article 12 or after termination of approved leave of absence.
4. If the employee quits or retires.

11.03 Seniority may be accumulated only when on the active payroll, except when absent by reason of injury, sickness or written leave of absence.

11.04 (a) An employee who accepts a salaried position outside the bargaining unit, and is subsequently returned to the bargaining unit within six (6) months, shall return to their previous occupation without loss of seniority. Such employee would not be required to requalify for benefit coverage.

(b) An employee elected or appointed to a paid full time position with the Union shall be granted up to six (6) months leave of absence without pay or benefits. Should such employee elect to return within six (6) months, he/she shall be returned to their previous occupation without loss of seniority. Such employee would not be required to requalify for benefit coverage.

- (c) An employee who returns outside of the six (6) month period shall be required to return as a new hire.

11.05 In cases of curtailment of production indicating layoff of employees, discussion will be held between the Company and the Union to discuss the advisability of waiving seniority rules.

## **ARTICLE 12 - LAYOFFS AND RECALLS**

12.01 Seniority must be exercised as follows in the case of layoffs and recalls:

1. By occupational group or employee(s) who do not want to change shift schedules may apply seniority in accordance with Article 11 to displace a less senior employee in any classification working on the same shift.
2. If an employee has had previous experience related to the specific job in question, and can reasonably be expected to reach qualified rate in another occupational group or department and is still physically capable, the employee's seniority shall be recognized. Satisfactory previous experience requires having earned qualified rate in such other occupational group or department or having enough previous experience to enable the employee to perform that job as a qualified employee within forty (40) or forty-eight (48) working hours, depending on whether the employee is an eight (8) or twelve (12) hour worker.

OR

The employee shall be entitled to be transferred to a job in any

department which is held by an employee with less seniority, provided the employee is capable of performing that job as a qualified employee within one hundred and twenty (120) working hours. It is understood that certain jobs require certificates or extensive training that would make it difficult to become qualified in a timely manner and therefore they are excluded from the jobs that an employee may bump to. These jobs would be:

Millwright	Machinist
Powerhouse and Utilities Mechanic	Electrician
Electrical Technician	Fixer
Fixer Overhauler	Process Control Technician
Loom Technician	Loom Technician Overhauler
Weaver	Spin Take Up
Process Engineering Technician	Inspector
Quality Control Inspector	Lubrication Inspector

3. When a change in shift schedules between 12 hours – 7 days a week and 8 hours – 5 days per week is to be implemented, placement of affected employees will be handled in accordance with the layoff language in Article 12.

12.02 In order to transfer to Assistant Stores, Shipping/Receiving, and employee must have a valid Firestone Textiles approved tow motor license.

12.03 When laid off, employees shall be presented with all options that may be available to him/her, such employees will be allowed one transfer only from their occupational group under this section. The above-mentioned one hundred and twenty (120) working hours



qualification period will not apply to a senior employee who is displacing a probationary employee in a production classification. However, such employees must show progress towards qualified status for that classification in accordance with standard practice.

**12.04 When layoffs occur, and there are unqualified union employees in protected job classifications, the following will be considered when determining whether these junior employees shall be laid off, as their seniority dictates.**

- (a) The junior employee must have posted or been placed, in accordance with the Collective Agreement, to the protected job classification prior to the announcement of any layoffs, and been working in the classification for a period of at least five (5) months.**

12.05 During a recall anyone who bumped a less senior employee in another department must go back to his or her original classification or go on layoff. Such employees do not have the choice of waiving recall and staying on the job they bumped. This reinforces the policy that a permanent job classification change can only be achieved through a job posting. The training times for layoff or recall can be extended by mutual agreement between the Company and the Union. Employees recalled to their original classification shall be transferred by seniority to their original shift when there is an opportunity to do so until such time as the next job posting for that classification.

12.06 Students may be employed from April 15th to September 15th and December 20th to January 8th All students, temporary employees and probationary employees shall be laid off prior to the layoff of any regular full-time employee.

- 12.07 Employees laid off with more than 640 hours but less than two (2) years seniority shall retain their seniority for a layoff period of one year. Employees with two (2) years or more service with the Company shall retain their seniority for a period of two (2) years. Employees laid off with more than 640 hours' seniority shall accumulate seniority for a period of one (1) year or a period of time equal to their seniority at time of layoff, whichever is the lesser.
- 12.08 Recalled employees must reply within three (3) days and return to work within seven (7) days after notification by registered mail to their last known address. Should they fail to reply within three (3) full working days, but do **reply** within thirty (30) calendar days, they will be eligible for the next vacancy for which they are qualified, otherwise the employee shall be deemed to have lost all seniority rights. The Company shall take into consideration any exceptional circumstances.
- 12.09 When it becomes necessary for the Company to recall employees from layoff, the most senior laid off employee shall be recalled to the classification where there are available positions, provided that the employee is capable of performing the job as a qualified employee within one hundred and twenty (120) working hours. An employee recalled to a classification other than his/her own classification retains recall rights to his/her own classification and must except any recalls to this classification, as per Article 12.
- 12.10 Laid off employees must notify the Human Resources Department of any change in address and keep their addresses up to date at all times or their names will be removed from the recall list.
- 12.11 Employees desiring to leave the employ of the Company shall give seven (7) days notice where possible.

- 12.12 The Company will not be obliged to follow the seniority rules when laying off employees for less than three (3) and two (2) days of work, with eight (8) and twelve (12) hour shifts respectively, provided that such layoffs do not result in lost time for any employee of more than five (5) and four (4) days of work, for eight (8) and twelve (12) hour shifts respectively, in any eight (8) month period. **In the case of any shutdowns or slowdowns that are department specific, all such layoffs will be by seniority within the classification.**
- 12.13 (a) Seniority lists will be brought up to date four (4) times annually and posted on the bulletin board, as well as a copy given to the Union Committee.
- (b) In the case of any grievance dealing with seniority dates, pertinent information in the employment records shall be made available for Union committee examination.
- 12.14 Employees may only hold seniority in one classification at a time. When an employee changes classification through job postings, layoffs, recall, etc. seniority will be retained in their previous classification until they have reached qualified rate in the new classification for the purpose of overtime.
- 12.15 Seniority shall apply in all case of promotion or demotion, layoff and recall provided the employee has the necessary occupational and physical qualifications. In the event that a classification is eliminated or no longer available the employee's recall rights shall be to the first (1<sup>st</sup>) position acquired through the bumping process. Further, should an employee's original classification be reintroduced in to the Plant within a one (1) year period, and the employee has not posted out in the interim, the employee's recall

rights will then revert to the original classification from which he/she was displaced.

## **ARTICLE 13 - JOB POSTING**

- 13.01 When a permanent vacancy occurs within the bargaining unit, notice shall be posted on the bulletin boards in Plant 2 and Plant 3 for a period of three (3) calendar days. Any notice posted on a Friday shall remain until Tuesday - 4:00 p.m., unless there is a paid holiday on Monday in which case the notice will remain until Wednesday - 4:00 p.m.
- 13.02 Any duplication of vacancies resulting from the posting of the original vacancy will not be subject to posting and candidates from the first posting for the duplicate vacancy will be considered in such cases.
- 13.03 However, the Company may temporarily fill the vacancy with the most senior of qualified applicants who have submitted applications prior to the vacancy occurring. If, subsequently, a senior employee qualified under the above-mentioned posting bids for the job within the posting period, the senior employee shall be given the opportunity and the junior employee previously transferred shall return to the job they vacated.
- 13.04 An application for transfer is considered as granted from the date of job posting. A successful applicant will not be permitted to apply for another posting for a period of fifteen (15) months, with the exception of a higher qualified job. However, the employee will be given an opportunity to transfer if there are no other eligible employee(s) wishing to transfer to the classification in question before the company would recruit from outside.

- 13.05 Probationary employees may not bid on any job postings.
- 13.06 Any employee who is transferred to a new classification through job posting, and is subsequently removed from the job by the Company during the training period, for reasons other than discharge, shall return to their previous occupation and shift without loss of seniority. All other employees who have moved as a result of the job posting will likewise be returned to their former occupation shift without loss of seniority. All other employees who have moved as a result of the job posting will likewise be returned to their former occupation shift without loss of seniority. An employee who is awarded a job and subsequently gives up such job within the five (5) day or two (2) day period shall not be ~~entitled~~ eligible to sign another posting for a six (6) month period unless such posting is of a higher rate of pay.
- 13.07 (a) At the Company's discretion back up postings may be posted for the following classifications: Weaver, General Utility, Spin Take Up Operator, Process Control Technician, Process Engineering Technician & Lubrication Inspector.
- (b) All back up postings will be posted and indicate that the posting is for a back up posting only. All back up postings will be awarded in accordance with Article 12.09
- (c) Back Up Postings will be awarded first to displaced employees from the classification being posted for, and secondly, from employees who have signed the specific back up posting.
- (d) Overtime will be offered first to the employees in the full time classification and secondly, to employees who hold back up qualifications in the classification.

- 13.08 Employees who are retained on the job will have their performance reviewed on a monthly basis until they reach qualified rate. However, within five (5) shifts of a transfer, an employee will have the option of returning to their previous occupation and shift.
- 13.09 An employee who accepts a job posting and has previously accepted the same occupation and subsequently returned to their previous shift and occupation, will not have the option of returning to their previous shift and occupation within five (5) shifts, but will be entitled to a two (2) shift orientation in the occupation he/she has applied for, and have the option of returning to their previous occupation and shift.
- 13.10 The following factors will be considered in evaluating an employee's skill, competence and ability, related to the performance of the work for which they are a candidate.
1. Physical requirement of the occupation and physical qualifications of a candidate.
  2. Results of aptitude tests.
  3. Satisfactory performance on present occupation for previous six (6) months.
  4. Verified experience gained outside the Company on a similar occupation or occupations which are related to the occupation for which they are a candidate.
  5. Satisfactory performance or past experience, if any, on the occupation which is vacant. Satisfactory performance and

experience must have been received through the job posting procedure and within the last twenty four (24) months.

6. Licenses or specified educational standards where required.

It is understood that some of the above-mentioned factors will have more relative importance than others, depending on the occupational vacancy.

13.11 The initial determination of capabilities and qualifications where it may apply to seniority shall be an exclusive function of management, with consideration of the factors set out in 12.07 but the final determination of capabilities and qualifications shall be subject to the grievance procedure.

13.12 Occupational seniority shall be recognized in the matter of shift preference when vacancies occur. Applications for shift preference will be accepted by the Department Manager or the Human Resources Department up until the time the posting is removed. However, the Company reserves the right to transfer the least senior qualified employee, as required, to maintain a balance of qualified employees and trainees on each shift. If such qualified employee is required by the Company to transfer to another shift for training purposes, this employee will be given the opportunity to return to their original shift when the trainee receives qualified rate on that job.

**13.13 If the Company creates a new job classification, or combines existing job classifications, the Company will establish a wage for such new or changed job classification and notify the Union in writing within thirty (30) days. The Union has seven (7) calendar days thereafter to object to the rate set, and the matter will then be subject to negotiations between the**

**Company and the Union. If negotiations do not successfully resolve the matter, the matter will be subject to the grievance procedure as outlined in Article 4.**

## **ARTICLE 14 - GENERAL**

- 14.01 The Union recognizes the necessity for improved production, elimination of waste of materials and supplies and improved quality of workmanship and following notification will co-operate in effecting changes in method, product, and equipment.
- 14.02 The Company agrees to provide a bulletin board to be located in the plant in a location designated by the Company. The use of such bulletin board shall be restricted to local Union notices, Union social and recreational meetings, election of Union officers and Union election results. All notices shall be signed by Chief Steward of the Union prior to posting and a notification sent to Human Resources. If for any reason a notice or notices cannot be posted, the Union shall be advised as soon as possible.
- 14.03 The Company is responsible for the administration and application of any insurance policy established in order to provide the benefits set out herein in Schedule "C", and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration provisions of this Agreement.
- 14.04 Once an employee has received their initial lump sum payment of **up to \$120.00** for safety shoes, they will then go onto the credit accumulation system which will credit them \$10.00 per month, to **a maximum of \$275.00. For employees who have accumulated in excess of the \$275 maximum, they will not accrue further monies until such time as their accumulation falls below the**



**cap.** Employees on layoff will not be reimbursed until they return to work.

14.05 The Company will contribute one thousand (\$1000.00) dollars per year in December of each year to the United Food & Commercial Workers Union Local 175 Training and Education Fund.

## **ARTICLE 15 - WAGE AGREEMENT**

### **WAGE AGREEMENT**

This Agreement made and entered into as of this 17th day of March 2015 between Firestone Textiles Company, a Division of Bridgestone Canada Inc., Woodstock, Ontario, hereinafter designated as "the Company" and the United Food and Commercial Workers Local 175, hereinafter designated as "the Union".

The C.O.L.A. clause that exists in the Collective Agreement effective December 18, 1986, will remain for the duration of the current Agreement. The C.O.L.A. float of **forty (40) cents** will be paid on a lump sum basis in addition to the straight time hourly earnings of each employee. This allowance will be paid on all hours worked for all employees hired before December 15, 2010 ( **The December 15<sup>th</sup>, 2010 cutoff does not apply to Skilled Trades as defined in 10.01** However, the allowance shall not be included in the computation of overtime premium. This allowance shall be included in the computation of pay for unworked statutory holidays and bereavement leave, but shall not be included in any other pay for time not worked.

## Supplementary Wage Schedule

Tier II -Hired after Dec 15, 2010

	December 15, 2014		December 15, 2015		December 15, 2016		Crew
	Full Rate	Tier II Full	Full Rate	Tier II Full	Full Rate	Tier II Full	
Twister Operator	18.57	14.57	18.92	14.92	19.32	15.32	1.93
Direct Cable Operator	18.57	14.57	18.92	14.92	19.32	15.32	1.93
Weaver	18.72	14.72	19.07	15.07	19.47	15.47	1.97
Loom Technician (max)	20.04	16.04	20.39	16.39	20.79	16.79	2.22
Loom Technician Overhauls (max)	20.48	16.48	20.83	16.83	21.23	17.23	2.30
General Utility Cat I*	18.57	14.57	18.92	14.92	19.32	15.32	1.93
General Utility Cat II*	18.65	14.65	19.00	15.00	19.40	15.40	1.96
General Utility Cat III*	18.80	14.80	19.15	15.15	19.55	15.55	1.99
Cleaner, Janitor, Waste Control, Plant # 2	18.40	14.40	18.75	14.75	19.15	15.15	1.90
Inspector	18.60	14.60	18.95	14.95	19.35	15.35	1.95
Reclaim Utility Operator	18.57	14.57	18.92	14.92	19.32	15.32	1.93
Winder	18.40	14.40	18.75	14.75	19.15	15.15	1.90
Winder, Cat I	18.55	14.55	18.90	14.90	19.30	15.30	1.92
Comoli Operator	18.65	14.65	19.00	15.00	19.40	15.40	1.96
Spin Take Up Operator	19.20	15.20	19.55	15.55	19.95	15.95	2.06
Process Control Technician	19.58	15.58	19.93	15.93	20.33	16.33	2.13
Cleaner, Janitor, Waste Control, Plant # 3	18.27	14.27	18.62	14.62	19.02	15.02	1.88
Reprocessing and Dryer Operator	18.65	14.95	19.0	15.30	19.4	15.70	1.96
Process Engineering Technician	20.04	16.04	20.39	16.39	20.79	16.79	2.09
Assistant Stores, Shipping and Receiving	19.07	15.07	19.42	15.42	19.82	15.82	2.04
Storekeeper	19.13	15.13	19.48	15.48	19.88	15.88	2.05
Shipper-Receiver	19.79	15.79	20.14	16.14	20.54	16.54	2.06
Quality Control Inspector	18.60	14.60	18.95	14.95	19.35	15.35	1.95
Millwright (maximum)	26.81	26.81	27.16	27.16	27.56	27.56	2.65
Machinist	26.81	26.81	27.16	27.16	27.56	27.56	2.65
Powerhouse & Utilities Mechanic	26.81	26.81	27.16	27.16	27.56	27.56	2.65
Electrician	26.81	26.81	27.16	27.16	27.56	27.56	2.65
Electrical Technician	30.20	30.20	30.55	30.55	30.95	30.95	3.19
Fixer (Max)	20.04	16.04	20.39	16.39	20.79	16.79	2.22
Maintenance Helper	19.00	15.00	19.35	15.35	19.75	15.75	2.02
Lubrication Inspector	20.51	16.51	20.86	16.86	21.26	17.26	2.30

\* General Utility Cat I Creeling, Splicing, Tying In

\*\* General Utility Cat II- Cat I + Style Changes and **Direct Cabling**

\*\*\* General Utility Cat III – Cat II + Weaving

\*The following classifications were removed by agreement with the Company and the Union:

Twister Tender, Assistant Utility, Splicer Operator, Beamer Operator, Winder Packer, Powerhouse and Utilities Technician, Lubrication service.

Should any of the identified classifications be reintroduced at any time, the current wage plus any negotiated increases would apply.

Relief Supervisor - Employees who assume additional responsibilities in the absence of a Supervisor will be paid one dollar (\$1) per hour in addition to their regular hourly rate. These additional duties may only be assumed for a period of not more than three (3) consecutive months at which time the employee will be removed from the bargaining unit, unless extended by mutual consent. If such employee returns to the bargaining unit they will return to their previous occupation and shift. Relief Supervisors will be used as determined by the Company, however the use of such Relief Supervisors shall not result in employees, being mandated to fill staffing shortages created. **Subject to the agreement of the Relief Supervisor, he/she may be moved to another shift for coverage or training, without regard for seniority or recall rights of other employees, provided it does not result in a reduction of regular hours or available overtime opportunities.**

**Team Leader - Employees who assume the responsibilities of a Team Leader will be paid seventy-five (.75) cents per hour in addition to their regular hourly rate. The appointment and responsibilities of team**

## **leaders will be determined by the Company**

Tow motor Operator - Employees who obtain a tow motor license will be paid twenty-five (25) cents per hour in addition to their regular hourly rate for all hours they operate a tow motor.

### **Students and Temporary Employees – Pay rate of:**

**\$14.30 (Dec 15, 2014 – Dec 14, 2015)**

**\$14.65 (Dec 15, 2015 – Dec 14, 2016)**

**\$15.05 (Dec 15, 2016 – Dec 14, 2017)**

and both will pay Union dues as prescribed by the Local Union

Trainers Rate ... In the event an employee is directed by the Company to train another employee they will receive fifty (50) cents per hour in addition to their regular hourly rate for the hours they have been assigned to train.

Loom Technician, Loom Technician Overhaul, Fixer - Receive ten (10) cents for completing seven (7) years experience in any combination of these classifications (Maximum rate in these classifications includes this ten (10) cents.)

Certificate of Qualification - The Company will pay for any provincial certificate qualification that it requires.

## **MINIMUM HIRING RATE**

A new employee's rate shall be increased in line with progress until they reach qualified rate, but in any event this period shall not exceed six (6) months. Except for the following categories , Loom Technician, **Fixer**,

Machinist, Electrician, Electrical Technician, Millwright classifications which shall not exceed twelve (12) months.

### Terms of Apprenticeship

The apprentice training program will follow the regulations and training schedules as laid out by the Ontario Ministry of Skills Development, under the Apprenticeship and Trades Qualification Acts Regulation 32. The only exception is that apprentices in each of the trades shall be paid a progressively increasing schedule of wages, calculated in the following manner:

- 1st 1,000 hours (6 months) Their Present Rate (pre-posted rate)
- 2nd 1,000 hours Pre-Posted Base Rate + 10% of the Rate Difference
- 3rd 1,000 hours Pre-Posted Base Rate + 20% of the Rate Difference
- 4th 1,000 hours Pre-Posted Base Rate + 30% of the Rate Difference
- 5th 1,000 hours Pre-posted Base Rate + 40% of the Rate Difference
- 6th 1,000 hours Pre-posted Base Rate + 55% of the Rate Difference
- 7th 1,000 hours Pre-posted Base Rate + 70% of the Rate Difference
- 8th 1,000 hours Pre-posted Base Rate + 85% of the Rate Difference
- 9th 1,000 hours Pre-posted Base Rate + 90% of the Rate Difference
- 10th 1,000 hours Pre-Posted Base Rate + 95% of the Rate Difference

**"RATE OF DIFFERENCE"** shall be the difference between the pre-posted base rate of the Apprentice and the qualified base rate of pay for the skill trades position.

Apprentices who are credited hours for previous experience shall be paid accordingly to the above schedule based on the approved credited hours.

Upon successful completion of the Apprenticeship program and obtaining the applicable license the employee will receive the journeyman's qualified

base rate of pay.

During the training periods, while the apprentice is going to school, the Company will continue to pay the employee's rate for a normal 40-hour week plus C.O.L.A. and benefits. It is understood that if the Ministry disqualifies the apprentice, the employee will be removed from the apprenticeship program and will return to the position they held prior to the beginning of the apprenticeship program.

## **ARTICLE 16- DURATION**

**16.01 This Agreement shall be in force and effect from December 16, 2014 through December 15, 2017 and until all provisions of the Ontario Labour Relations Act has been expended.**

Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall endeavour to meet within fifteen (15) days of such notice being received, unless mutually agreed.

The parties further agree to sign the Collective Agreement within thirty (30) days of being ratified by the Union.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement this 17th day of March , 2015**

Signed, Sealed and Delivered in the presence of:

**FOR THE COMPANY:**

Firestone Textiles Company  
Division of Bridgestone Firestone  
Canada Inc.

**FOR THE UNION:**

United Food & Commercial  
Workers Local 175, Canada

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LYNDA RUFFO

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FRANK PARK

---

DAVE DEWAAL

---

ROB NICHOLAS

---

NIK BALEVSKI

---

JEFF GARLAND

---

RYAN KIRBY

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## Summary of Group Insurance and Benefits

<b>Life Insurance</b>	<b>\$30,000</b> <b>\$5000 after retirement</b>
<b>Accidental Death &amp; Dismemberment</b>	<b>\$25,000</b>
<b>Income Protection (Sickness and Accident)</b>	<b>66 2/3% of gross weekly earnings to the current EI max.</b>
<b>Extended Health Care</b>	<b>Annual deductible of \$10 family and \$5 single</b> <b>90% coverage on first \$2000 and 100% on balance of eligible claims per year</b>
<b>Dispensing Fees</b>	<b>Capped at \$9.50 per prescription</b>
<b>Name Brand Drugs</b>	<b>\$5.00 per prescription fee when there is generic equivalent</b>
<b>Vision Care</b>	<b>\$250 per 24 month period</b>
<b>New Hires after Dec 15, 2010</b>	<b>20% of total cost of benefits to be paid for by the employee, with the exception of Skilled Trades</b>
<b>Dental Care</b>	<b>One year lag ODA</b>

**For further description of coverage, please see the Plan Booklet**



## DEFINED CONTRIBUTION PENSION PLAN

This plan is provided to employees who have completed at least one year of Company service and are under age 65. The Company shall make required contributions (as outlined below) credited to each active member's Company Contribution Account. The applicable percent contribution rate is multiplied times the employee's rate of pay, times the hours worked each week.

<b>Completed Years of Seniority</b>	<b>Contribution Rate</b>
1-9	3.0%
10-14	3.1%
15-19	3.6%
20-24	4.3%
25-29	5.3%
30-34	7.0%
35 or more	9.5%

Note: Employees hired after December 15, 2007 will have contributions capped at 3%.

In addition to the Company contribution, employees may elect to make contributions to the Plan. Such contributions, together with Company contributions, shall not exceed, in any Plan Year, the pension adjustment limit. ~~Each employee is entitled to all benefits earned after completion of two (2) years' membership in the Plan.~~ All contributions made under the previous contributory retirement income plan will remain in the plan and the benefits earned will be added to the benefits under the new plan to determine the total retirement income. The Plan text has authority in the event of ambiguity or conflict.

NOTE: Investment options are available, see the Human Resources Department for details.

**MEMORANDUM OF AGREEMENT # 1  
MAINTENANCE DEPARTMENT RELIEF**

**SHORT NOTICE ABSENTEEISM**

**A. For Night Shifts, Weekends or Holidays, Twelve-hour Shifts:**

The shift mechanic shall have the first opportunity to cover for unscheduled absenteeism. If that mechanic(s) cannot be reached or is not able to cover, then the qualified day shift mechanics can be called to cover in order of highest seniority. Then the day shift mechanic shall be paid time and one-half their hourly rate for all hours worked in excess of eight hours per day except for Saturday and holidays which will be time and one half for all hours worked and double time for all hours worked on Sunday

**B. For Day Shifts, Monday through Friday, except Holidays, Twelve-hour Shifts:**

A qualified day shift mechanic will be required to work the twelve-hour shift and shall be paid for all hours worked in excess of eight hours at the rate of time and one-half. Overtime shall be distributed as evenly as possible among those performing such work. Both parties reserve the right, should the above voluntary system fail, to revert to the system of coverage for short notice absenteeism as per the Current Agreement.

Subject to the above statement, this memorandum shall remain in effect for the duration of the Agreement dated December 15, 2014

**FOR THE COMPANY**

L. Ruffo  
Human Resources Manager

**FOR THE UNION**

Rob Nicholas  
UFCW Local 175

**MEMORANDUM OF AGREEMENT # 2  
MAINTENANCE DEPARTMENT RELIEF**

**SCHEDULED ABSENTEEISM**

When eight (8) hour general maintenance employees provide coverage for scheduled absenteeism of twelve (12) hour rotating shift general maintenance employees, for less than a period of fourteen (14) calendar days on the same shift, payment will be made at the rate of time and one-half for all hours worked in excess of eight (8) hours per day. Hours worked on Saturdays, Sundays and Holidays will be paid as per the current Agreement.

For coverage in excess of the above, employee is considered as regular twelve (12) hour rotating shift employee and will be paid accordingly for the whole period of coverage.

This memorandum shall remain in effect for the duration of the Agreement dated December 15, 2014.

**FOR THE COMPANY:**

L. Ruffo  
Human Resources Manager

**FOR THE UNION:**

Rob Nicholas  
U.F.C.W Local 175

**MEMORANDUM OF AGREEMENT # 3  
SUPER SENIORITY**

The Company and the Union agree that the Memorandum of Agreement "B" on the subject of "super seniority" dated January 4, 1984 shall remain in effect until all employees with "super seniority" are off the seniority lists.

**FOR THE COMPANY:**

L. Ruffo  
Human Resources Manager

**FOR THE UNION:**

Rob Nicholas  
UFCW, Local 175

## **Letter of Understanding # 4**

**The Company agrees to ~~implement~~ maintain-a direct deposit system for employees receiving weekly A/S benefits.**

**For the Company:**

**Lynda Ruffo**

**For the Union:**

**Rob Nicholas**

## **Letter of Understanding # 5**

**The Chief Steward shall be provided two and one-half (2 ½) hours, per regular scheduled shift, to perform Union Business.**

**For the Company:**

**For the Union:**

**Lynda Ruffo**

**Rob Nicholas**

**Letter of Understanding # 6**  
**UFCW Charity Fund (Leukemia)**

**The Employer shall deduct from the weekly earnings of each employee, upon written authorization from each employee, \_\_\_\_\_ cents (     ) per week, and shall, together with a detailed list of the names, Social Insurance Number and amount deducted, remit same by cheques payable to the UFCW Charity Fund before the fifteenth (15<sup>th</sup>) day of the following month.**

**Receipt for the total amount deducted per employee in the calendar year will be provided by the Union, on or before February 28<sup>th</sup> of each year, or noted by the Employer on the employee's T4 slip.**

**For the Company:**

**For the Union:**

**Lynda Ruffo**

**Rob Nicholas**

## **Letter of Understanding # 7**

The Company recognizes the benefits in training and promoting their employees. To that end, in the event that the Company decides to offer an apprenticeship program, the opportunity will be provided to bargaining unit employees. The successful candidate(s) will be chosen by mechanical, electrical or other applicable aptitude and seniority, and where mechanical, electrical or other applicable aptitude is equal between any candidates, then seniority shall be the deciding factor in awarding the apprenticeship(s).

**The Company reserves the right to hire an outside apprentice with outstanding status of at least second (2<sup>nd</sup>) year in the applicable discipline. Notwithstanding the above, first consideration will be given to an employee already enrolled in an Employer approved apprenticeship program, with successful standing after completion of a minimum of 25% of the course requirements.**

**Any apprentice who leaves the employ of the Company within two (2) years of becoming a qualified journeyman will be required to reimburse the Company for the cost of all outside courses or training previously paid for by the Company on the employee's behalf.**

**For the Company:**

**For the Union:**

**Lynda Ruffo**

**Rob Nicholas**



**Letter of Understanding # 8  
Plant Closure and Severance Pay**

**The Company agrees the amount of severance pay payable to seniority employees in the event of Plant closure shall be two (2) weeks pay for complete years of service.**

**Workers shall be paid according to this calculation except that if a worker is entitled to a greater amount of severance pay as determined by the Ontario Employment Standards Act, he will receive the greater amount of severance pay.**

**For the Company:**

**For the Union:**

**Lynda Ruffo**

**Rob Nicholas**

## **Letter of Understanding # 9**

**The Company agrees to maintain the current wage structure for all employees posted to the classification of *Fixer*. For clarity, the Company agrees to pay time and one-half (1 1/2x) for all hours worked on Saturday and double time (2x) for all hours worked on Sunday, subject to all other provisions of the Collective Agreement.**

**The Company and the Union agree to amend the title to reflect “Fixer” throughout the Agreement.**

**For the Company:**

**Lynda Ruffo**

**For the Union:**

**Rob Nicholas**

## **Letter of Understanding # 10**

**The Company agrees that the Registered Retirement Pension Plan for hourly employees will not be converted to a Deferred Profit Sharing Plan (DPSP) or Non Registered Plan without negotiation with the Union**

**For the Company:**

**Lynda Ruffo**

**For the Union:**

**Rob Nicholas**