

THIS COLLECTIVE AGREEMENT

made and entered into this 17th day of July 1997

BETWEEN

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (C.A.W./T.C.A)  
AND ITS LOCAL 513**

(Hereinafter called the "Union")

and

**SIMMONS CANADA INC.**

(Hereinafter called the Company)

**ARTICLE I - RECOGNITION**

**1.01** The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW- Canada) and its Local 513, as certified by the Ontario Labour Relations Board, as the exclusive bargaining agent for all its employees in Peel Region, Ontario, save and except Foremen, persons above the rank of Foremen, office and sales staff.

In the event the Company should relocate the present Bramalea Plant within Province of Ontario, it will recognize the Collective Agreement and the Union at such new location.

**ARTICLE II - RELATIONSHIP**

**2.01** The parties agree that there will be no discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members with respect to any employee because of his race, colour, nationality, or sex, on account of religious or political affiliations, or because of his membership or non-membership in the Union.

**2.02** All reference to female or male gender in this Agreement will be read as applying to the opposite gender where the context would apply.

**2.03** The Union agrees that there will not be any Union activities or business conducted on the premises of the Company except as permitted by this Agreement or with the permission of the Manager.

Such permission will be provided in a timely manner and will not be unreasonably withheld. The Union agrees that such requests to attend such union activities or business will be requested, when possible, in a timely manner.

### **ARTICLE III - MANAGEMENT FUNCTIONS**

**3.01** The Union acknowledges and agrees the Company shall continue to reserve all the rights, power and authority to manage its plant and business and to direct the working forces except as otherwise abridged or surrendered by the express provisions of this Agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Company shall include but not be limited to:

- (a) to maintain order, discipline and efficiency:
- (b) to hire, direct, discharge, classify, transfer, layoff, recall and suspend or otherwise discipline employees except that a claim by an employee that he has been discharged or disciplined without reasonable cause or improperly classified, transferred, laid off or recalled may be the subject of a grievance and dealt with in accordance with the grievance procedure
- (c) to make, enforce and revise from time to time rules and regulations relating to discipline, safety and the general conduct of employees.
- (d) to determine the number of personnel required from time to time, the standard of performance of employees, the schedules of work, including the schedules of overtime work to be performed, schedules of vacations, the services to be performed and methods, procedures, machinery and equipment in connection therewith, the engineering and designing of products, the control of materials and parts to be incorporated in the products to be produced, and the

extension, limitation, curtailment or cessation of operations.

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

#### **ARTICLE IV - STRIKES AND LOCKOUTS**

**4.01** The Union and the Company agree that during the term of this Agreement there will be no strike or lockout. The words "strike" and "lockout" shall have the meanings ascribed to them in the Labour Relations Act (Ontario).

#### **ARTICLE V - REPRESENTATION**

**5.01 (a)** The Company acknowledges the right of the Union to appoint or otherwise select a group of four (4) Stewards from which a Plant Committee, comprising three (3) members only, otherwise known as the Union Grievance Committee will be formed. The Grievance Committee will be composed of the Plant Chairperson, Assistant Plant Chairperson, a Steward from the affected area and an Interpreter when required. In the absence of one of the above, the Union may appoint a substitute. Each member of this committee shall have at least 45 working days seniority with the Company and shall be regular employees of the Company during their time of office. The said Committee will co-operate with the Company in the administration of this Agreement.

**5.01 (b)** In the event of the day work force increases beyond 120 employees (excluding employees on indefinite layoff), the Union may appoint an additional Steward for each additional forty (40) employees or more:

eg.           120 – 160 employees    – 5 Stewards  
              160 – 200 employees    – 6 Stewards

**5.01 (c)** In the event the Company establishes an afternoon or night shift, the Union may appoint additional Stewards on that (those) shift(s) on the basis of one (1) Steward for every forty (40) employees on the shift:

eg.           0 – 40 employees       – 1 Steward

**5.02** The names of the Chairman and members of the Plant Committee from time to time selected shall be given to the Company in writing and the Company shall not be required to recognize any such Steward or Committeeman until it has been notified in writing by the Union of the name of same.

**5.03** The Company agrees to post notices of changes in Supervisory staff and to provide the Union with a copy of the notices.

**5.04** The Union agrees that the Stewards have their regular duties to perform on behalf of the Company and they will not leave their regular duties without first receiving permission from their Foremen. Such permission will not be unreasonably withheld.

The Company will provide the Plant Chairperson with one hour paid per week to be used as a study time.

**5.05** The Company will pay for the time lost by Stewards at their base rate plus indirect bonus while performing their duties in accordance with this Agreement.

**5.06** The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee comprised of the Plant Chairperson and not more than three(3) employees and will recognize and deal with the Committee with respect to any matter which properly arises from time to time during the term of this Agreement, and will pay the members of this Negotiating Committee at their base rate plus indirect bonus for time spent during normal working hours in negotiations or in the interpretation of this Agreement.

#### **ARTICLE VI - GRIEVANCEPROCEDURE**

**6.01 (a) FIRST STAGE-** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Foreman an opportunity to adjust the complaint. If an employee has a grievance, he will

present his grievance, verbally, to his Foreman with the assistance of the Department Steward if the employee so desires, within seven (7) working days of the circumstances giving rise to the grievance. The Foreman will give his answer, verbally, within seven (7) working days. Where more than three (3) persons have the same grievance, it will be treated as a Policy Grievance. If the grievance is not settled at this stage, it shall be reduced to writing and processed to the second stage by the Grievance Committee.

**6.01 (b) SECOND STAGE** - Failing satisfactory settlement under Stage One, the Grievance Committee shall within five (5) working days of receipt of the answer of the Foreman, refer the grievance to the Manager of the Company or his nominee. The meeting with the Manager or his nominee shall take place within five (5) working days following referral of the grievance to the Manager with a view of settling the grievance. At this meeting a full-time representative of the Union may attend, and the President of the Local may attend if his presence is agreed to by both parties. It is also understood that the grievor may be present at this meeting. The Manager of the Company, or his nominee, shall give his answer in writing to the Union within five (5) working days following the day of such meeting.

**6.02** The Company shall have the right to lodge a grievance with the Union relating to the conduct of the Union or any Union representative, or the conduct of the employees, or concerning the application or interpretation of any provision of this Agreement. The grievance shall first be presented in writing to the Union within five (5) working days of the circumstances giving rise to the grievance and a meeting will be held within one (1) week between representatives of the Company and the Union and the grievance shall be answered in writing by the Union within one (1) week of such meeting.

**6.03** The Union shall have the right to lodge a grievance with the Company relating to any Company policy or concerning the application or interpretation of any provision of this Agreement, provided such grievance could not have been lodged by an individual employee under the normal procedure set out above. The grievance shall first be presented in writing

to the Company within seven (7) working days of the circumstances giving rise to the grievance and a meeting will be held within one (1) week between representatives of the Company and the Union and the grievance shall be answered in writing by the Company within one (1) week of such meeting.

**6.04** Failing settlement under the grievance procedure of any grievance which concerns the interpretation, administration or alleged violation of the Agreement, the grievance may be referred by either party to Arbitration as provided in Article VII below. If no written request for Arbitration is received within fifteen (15) working days after the final decision is given under the Grievance Procedure, it shall be deemed to be settled or abandoned. The Union may extend the fifteen (15) working days for an additional five (5) days provided they notify the Company in writing, prior to the expiry of the initial fifteen (15) day period, that the extension is necessary.

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

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

**7.02 (a)** Both parties to this Agreement agree that in a grievance concerning a discharge or discipline case a Sole Arbitrator will be used.

**7.02 (b)** Both parties agree that in a grievance concerning interpretation of the Agreement, the matter will be referred to a Sole Arbitrator.

**7.03** The decisions of the Sole Arbitrator shall be binding on both parties.

**7.04** The Sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

**7.05** Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.

**7.06** No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

**ARTICLE VIII - DISCHARGE**

**8.01** A claim by an employee that he has been discharged without reasonable or just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager or his delegate within seven (7) working days after the employee is discharged. The grievance will commence at the Second Stage of the Grievance Procedure.

It is understood that probationary employees may be discharged for reasons less serious than for employees who have completed probation.

**8.02** Such special grievance may be settled under the Grievance and Arbitration Procedures by:

- (a) confirming the employee's dismissal;
- (b) reinstating the employee with full compensation for the time lost; or
- (c) by any other arrangements which are reasonable within the opinion of the conferring parties.
- (d) By any other arrangements which are reasonable in the opinion of the arbitrator.

**8.03** After discharge or suspension of an employee without notice an opportunity will be given the employee to interview his Steward for fifteen (15) minutes prior to leaving the plant, except where the circumstances resulting in discharge or suspension are of a violent nature.

**8.04** Disciplinary records will be valid for an established period of time and may not be relied upon for subsequent disciplinary actions beyond this period. The valid time periods are:

- Verbal and Written Warnings - 6 months
- Suspensions - 9 months

## **ARTICLE IX - SAFETY**

**9.01** The complete Health and Safety language is contained in Appendix D and forms a part of this contract.

## **ARTICLE X - SENIORITY**

**10.01** Newly hired employees shall serve a probationary period of forty-five (45) actual days worked in an eighteen (18) week period. Upon completion of the probationary period, a new employee shall have his seniority dated back forty-five (45) working days.

**10.02** Seniority shall mean an employee's length of service with the Company after completion of the probationary period. An employee shall maintain and accumulate seniority unless such seniority is lost under conditions as set out in Article 10.09.

**10.03** In all cases of layoffs exceeding ten (10) continuous working days, promotions, downgrading or upgrading, length of service shall govern. It is understood, employees who have more seniority and are qualified to bump a junior employee will do so at time of lay-off. Where employees have seniority but not qualifications, the Company will provide training at time of lay-off except in the maintenance trade skills and G-8 truck driver position.

Any short-term layoffs or recalls of ten (10) continuous working days or less, shall be by skill and seniority except for those employees with 20 or more years of service. No training will be provided except for those employees with twenty (20) or more years of service.

**10.04** It is understood that should an employee decide to bump an employee in his department or another department (as per 10.03 above), the employee can only exercise this privilege on one occasion per layoff.

**10.05** When layoffs are necessary, all part-time and probationary employees shall be laid off first. The probationary period is forty-five (45) days worked.

**10.06** When recalling employees to work after a layoff,



they shall be recalled in the inverse order in which they were laid off, that is, the laid off employees with the longest length of service will be recalled first. If the senior employee recalled is not qualified for the position he is recalled to, training will be provided.

**10.07** Before new employees are hired, consideration shall be given to the employment of employees who are on layoff and are still subject to recall. The senior employee on layoff will be trained.

**10.08** Management shall provide the Union at the signing of this Contract with a seniority list giving the length of service of each employee and shall revise said list at six (6) month periods throughout the Contract year. One copy of such list shall be posted on the Bulletin Boards and one copy shall be mailed to the Union Office. The Company will also provide addresses, classifications and rates of pay of all bargaining unit employees to the Union and Plant Chairperson.

**10.09** Any employee will lose his seniority rights under this Agreement and be considered as a new employee if he voluntarily leaves his employment with the Company; or if he is discharged; or if he has been laid off for a period of twenty four (24) months; or if he is laid off for a period of less than twenty four (24) months and fails to return to work or to give in writing valid reasons for his inability to do so within seven (7) days of the date he has been requested by the Company in writing to return to work and will return to work five (5) days after notifying the Company of his intention to return to work; or if he overstays a leave of absence granted by the Company in writing without securing an extension of such leave: or if he absents himself from his work for more than three (3) days without securing leave of absence or without producing evidence of a sufficient reason satisfactory to the Company.

**10.10** The Negotiating Committee, the Grievance Committee, the Shop Stewards of Union and the Union Certified Worker, during their term of office in the Union, and the Lead Hands, shall head the seniority list in their respective departments. This clause will only apply in the case of layoffs.

**10.11** A vacancy in a permanent job or an additional job occurring in a department shall be posted plant wide on all bulletin boards for a period of three (3) working days. Copy of this posting to be supplied to the Secretary of the Union. In the interest of efficiency, the Company shall consider in order of seniority, and base its selection thereon. In filling these vacancies, or making promotions, seniority shall prevail. The Company will provide training needed for the job. Employees will be allowed two (2) job postings in a six (6) month period. The Union is to receive the name of the successful candidate and his classification.

Job postings will not report the shift in which the vacancy exists; the successful applicant will however be given preference of shift based on their seniority.

An employee who is awarded a job posting and whose performance fails to meet the Company learning curve, will be returned to the job from which they posted out. The employee who replaced the unsuccessful job posting applicant will then be returned to their previous job classification, and so on.

An employee who is awarded a job posting and is unable to perform the duties of the new job for medical reasons, will return to the job from which they posted out, provided the medical condition is reported within (30) consecutive working days from date of transfer. The employee who replaced the unsuccessful job posting applicant will then be returned to their previous job classification and so on.

The vacancy in the original posting will then be filled by the next most senior applicant on the posting.

**10.12** A vacancy in a permanent job may be filled temporarily for a total period not exceeding thirty (30) calendar days while the posting is being filled.

All temporary job vacancies which require filling, resulting from absences due to illness, injury, maternity leave or Company approved leave of absence, which are expected to last thirty (30) calendar days or longer shall be posted as "Temporary Job Vacancies". Only the initial Temporary

Vacancy shall be posted. Such posting will be posted as soon as possible following the time it is known that such absence will extend beyond the 30 calendar days.

Employees returning shall be placed on their former job and the employees who temporarily filled the position, and any subsequent temporary vacancy, will return to their former job.

**10.13** It is understood and agreed that the Company has the right to reassign employees to suit operating requirements.

Where a reassignment is necessary, the Company will reassign the most junior qualified employee first and so on. Where there are no qualified employees, the Company will reassign the most qualified employee first and so on. When the Company reassigns an employee to another incentive job, that employee will earn no less than his/her new base rate plus 20% of an incentive job.

No work assignment will be for any period over thirty (30) calendar days. After thirty (30) calendar days, the job must be posted and filled.

**10.14** The Company and the Union agree that employees who leave the bargaining unit to take employment with the Company outside the bargaining unit, will be treated in the following manner:

- (1) Should the employee in question return to the bargaining unit within six months, he will be returned with full seniority credits.
- (2) Should the employee in question not return within six months he may be returned to the bargaining unit as a new employee. However, the Company agrees that for the purposes of vacation and benefit credits, the employee in question will retain his service credits with the Company.

**10.15** It is understood that training in Sections 10.03, 10.06, 10.07 and 10.11 are subject to performance in accordance with the Company learning curves.

**ARTICLE XI - STATUTORY HOLIDAYS**

**11.01** Each employee who has completed his probationary period and who is not required to work on any of the following days shall receive payment at his base rate for the regularly scheduled hours of work on which the holiday is celebrated provided that the employee works the regular day before the holiday and the regular day after the holiday unless authorized by the Company, in writing, to be absent on either or both such days:

**1997 YEAR**

Good Friday	Mar. 28	Day before Christmas	Dec. 24
Victoria Day	May 19	Christmas Day	Dec. 25
Canada Day	Jul. 1	Boxing Day	Dec. 26
Civic Holiday	Aug. 4	Floater	Dec. 31
Labour Day	Sep. 1	New Year's Day	Jan. 1/98
Thanksgiving	Oct. 13	Floater	Jan. 2/98

**1998 YEAR**

Good Friday	Apr. 10	Day Before Christmas	Dec. 24
Victoria Day	May 18	Christmas Day	Dec. 25
Canada Day	Jul. 1	Boxing Day	Dec. 28
Civic Holiday	Aug. 3	Floater	Dec. 30
Labour Day	Sep. 7	Floater	Dec. 31
Thanksgiving	Oct. 12	New Year's Day	Jan. 1/99

Each employee will be paid one additional paid holiday per year, to be taken on their birthday. If the employee's birthday is on a weekend the paid holiday will be taken on a mutually agreed date.

**11.02** If an employee is requested by the Company to work on any of the foregoing holidays, he will be paid at time and one half for the time worked plus the statutory holiday pay.

**11.03** If a Statutory Holiday should fall during the week an employee is on vacation, an additional day will be provided, following their vacation. Should an employee's birthday fall during a period of occupational injury/illness, which is limited

to a period of thirteen (13) weeks, an additional day with pay will be provided following their return to work.

Statutory Holidays which arise during a period of sickness shall be paid limited to a period of thirteen (13) weeks, subject to conditions and upon written proof to the Company by a Doctor's certificate.

**11.04 i)** Employees who have completed their probationary period and who are laid off during the month of December and subsequently recalled during the month of January immediately following, will be paid the following holidays at base rate:

- Day before Christmas
- Christmas Day
- Boxing Day
- New Year's Day
- Two Floaters

**ii)** Employees who have completed their probationary period and whose total layoff and subsequent recall period does not exceed ninety(90) calendar days, including the six paid holidays outlined in 2(i)above, will be paid the following holidays at base rate:

- Christmas Day
- Boxing Day
- New Year's Day

**11.05** Layoff letters are not acceptable as authorization by the Company to be absent for purposes of eligibility for Statutory Holiday pay as outlined in Article 11.01.

#### **ARTICLE XII - SHIFT DIFFERENTIALS**

**12.01** The Company will pay eighty-five (85) cents per hour for all hours worked after 3:10 p.m.; ninety (90) cents per hour effective April 1, 1998.

#### **ARTICLE XIII - WAGE SCHEDULE**

**13.01** Appended hereto and forming part of this Agreement is Appendix "B" - Wage Schedule - which outlines the

classifications of work and hourly rates in effect as of the date of signing this Agreement.

**13.02** If, during the life of this Agreement, any new occupational classifications are established or current occupational classifications are revised by the Company, the Union will be advised of such occupational classifications and the rates of pay will be negotiated with the Union prior to implementation. Once the Union has been advised, the classifications and the rates will form part of Appendix "B" for the duration of the Agreement.

The Union may file a Grievance under the provisions of Article VI in the event that the Union does not agree with the rate of pay established by the Company.

**13.03** Nothing stated herein shall prevent the Company from hiring at a rate higher than ~~the~~ established starting rate because of skill, etc., nor shall it restrict the upgrading of an employee in any way.

**13.04** Appended hereto and forming part of this Agreement is Appendix "C" - Productivity Plan.

#### **ARTICLE XIV - DEDUCTION OF UNION DUES**

**14.01** During the life of this Agreement, the Company agrees to deduct the amount of Union dues from each employee covered by this Agreement. Deduction of these dues will commence from the date of employment, but has no effect on the probationary status of newly-hired employees. The Company will remit such deductions to the Union by cheque at the address shown in this Agreement within twenty-five (25) days from date of deduction. The sums so deducted from non-members of the Union shall be treated as their contribution toward the expenses of the Union.

**14.02** It is understood that the Union will indemnify the Company and save it harmless from any and all claims which may be made to it by any employee for amounts deducted as herein provided.

#### **ARTICLE XV - JURY AND CROWN WITNESS LEAVE**

**15.01** When an employee is summoned to, and reports for jury or crown witness duty, he shall be paid the difference between the daily amount received for jury or crown witness service and his straight time hourly rate plus indirect bonus that he otherwise would have received for work which he did not perform. The employee will present proof of service and attendance and the amount of pay received.

#### **ARTICLE XVI - BULLETIN BOARD**

**16.01** The Company will provide a bulletin board in a satisfactory location in the shop for the convenience of the Union in posting notices of Union Meetings. All such notices must be signed by an authorized officer of the Union and submitted to the Manager and/or his authorized representative for approval before being posted.

#### **ARTICLE XVII - REST PERIODS**

**17.01** There shall be a fifteen (15) minute rest period assigned by the Company during the first four (4) hours of an employee's regular shift and also during the last four (4) hours of an employee's regular shift.

**17.02** Five (5) minutes wash-up time will be provided for each employee at the end of the day's work.

**17.03** There will be a ten (10) minute rest period before the start of overtime during the week when the overtime will be of two (2) hours duration or greater.

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

**18.01 (a)** The normal hours of work will be eight (8) hours per day Monday through Friday inclusive, representing a normal work week of forty (40) hours per week. It is understood that this shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever.

**18.01 (b)** It is understood and agreed that the normal daily hours of work specified in 18.01 (a) above may, by mutual

agreement of the parties, be increased to nine (9) hours during certain periods of the year in order to allow employees to enjoy the extended weekend provided that the normal weekly hours do not exceed forty (40) as provided herein.

**18.01 (c)** Shifts other than the day shift will have the hours of work scheduled so that they do not exceed forty (40) hours per week.

**18.02 (a)** Authorized work performed in excess of eight (8) hours per day and all work performed on Saturday shall be paid at the rate of time and one-half an employee's regular rate. Authorized work performed on Sunday shall be paid double an employee's regular rate. The requesting of overtime shall only be done by supervisory personnel.

**18.02 (b)** It is understood and agreed where 18.01 (b) is applicable that the time and one-half premium will be after nine (9) hours per day and after four (4) hours on Friday.

**18.02 (c)** Authorized work performed in excess of the scheduled shifts referred to in 18.01 (c) shall be paid at the rate of time and one-half the employee's base rate.

**18.03 (a)** Overtime shall be on a voluntary basis to be arranged between the employee and the Company. It is understood that the employee shall make every effort to perform overtime work when required.

**18.03 (b)** When an employee is not advised of the requirement to work overtime by the end of the shift of the previous day, he shall receive ten dollars (\$10.00) supper money if the overtime exceeds two (2) hours.

**18.03 (c)** Overtime if required shall be divided as equitable as practicable among qualified employees normally performing the work involved. On the basis of not getting enough employees to work overtime from the employees normally performing the work involved, the Company would have no objection to maintaining a rotating seniority list based on Departmental Seniority. A department would comprise all people who report to a Foreman. After asking employees who normally perform the work, the Foreman would ask the top



employee on the departmental seniority list provided he could do the job, to work overtime. The next time, the overtime would be offered to the next employee on the list.

**18.04** Any employee who reports for work as usual and is sent home because no work is available shall be paid (4) hours at his group rate provided such lack of work is not caused by an Act of God or any other event beyond the control of the Company.

#### **ARTICLE XIX - VACATION WITH PAY**

**19.01** The basis for vacation pay will be on the **gross** annual earnings in the twelve (12) months from May 1st to the following April 30th immediately preceding the employee's vacation. Effective April 1, 1995 vacation with pay for all employees covered by this Agreement shall be granted on the following basis:

- (a) Employees with less than one (1) year seniority, as of April 30th of the vacation year, shall have their vacation pay calculated and granted in accordance with the requirements of the Province of Ontario Employment Standards Act.
- (b) Employees with one (1) year or more seniority, as of April 30th of the vacation year, will be entitled to two (2) weeks vacation with pay, such pay being equal to 4% of the total pay of the employee in the year for which the vacation is given.
- (c) Employees with four (4) years or more seniority, as of June 30th of the vacation year, will be entitled to three (3) weeks vacation with pay, such pay being equal to 6% of the total pay of the employee in the year for which the vacation is given.
- (d) Employees with nine (9) years or more seniority, as of June 30th of the vacation year, will be entitled to four (4) weeks vacations with pay, such pay being equal to 8% of the total pay of the employee in the year for which the vacation is given.

- (e) Employees with seventeen (17) years or more seniority, as of June 30th of the vacation year, will be entitled to five (5) weeks vacation with pay, such pay being equal to 10% of the total pay of the employee in the year for which the vacation is given.
- (f) Employees with twenty-five (25) years or more seniority, as of June 30th of the vacation year, will be entitled to six (6) weeks vacation with pay, such pay being equal to 12% of the total pay of the employee in the year for which the vacation is given.

**19.02** Not less than one-third (1/3rd) of employees entitled in each year to take three (3) weeks holidays shall be entitled to take three (3) consecutive weeks; right of selection to be determined by rotating Vacation Seniority List based on Departmental Seniority.

**19.03** All two (2) week vacations shall be granted during the summer months, unless mutually agreed to by the employee and the Company that the said vacation period be taken at a time not specified in the Agreement.

**19.04** If the gross annual earnings in the twelve (12) months from May 1st to the following April 30th immediately preceding vacation time of any employee are abnormally low because of unavoidable absence due to illness during this period the Company will compute his vacation pay on the basis of the hours of work week in effect times his base hourly rate for each holiday week he is entitled to. It is understood that employee must have worked a minimum of 500 hours during the vacation year to be entitled to the make up of vacation pay.

**19.05** Other than an employee who is discharged for cause and who will be paid vacation pay under the provisions of the Ontario Employment Standards Act, all employees who cease to be employed by the Company before they receive paid vacation pay under the provisions of the Ontario Employment Standards Act, will receive their vacation pay proportionate with the basis set out as above.

**19.06** The Company agrees to post notice by April 1st in each year setting out the dates of the summer shutdown, if any.

**19.07** Employees will have from January 1st to March 31st of the following year to take unused vacation. Final requests for vacation **must** be submitted by January 31st. Those employees who do not submit their requests for unused vacation, will have their vacation scheduled by the Company to be taken by March 31st. Vacation that is not used will not be carried forward or paid. If extreme absence (3 months or more) occurs during the year, vacation pay will be paid without taking vacation.

A list will be given to the Plant Chairperson on all outstanding vacations as of January 1st, and updated on any changes,

#### **ARTICLE XX - HEALTH AND WELFARE**

**20.01** The Company agrees to pay the following Health and Welfare benefits as set out below for all employees covered by this Agreement after they have completed the probationary period.

**20.01 (a)** 100% of the cost of the Major Medical Plan, including a drug card plan, with no deductible, which provides reimbursement for:

- prescription drugs
- semi-private hospital room
- out-of-province expenses card
- prescription glasses - \$50.00 for frames and full cost of lenses once every 24 months (12 months for dependent children) OR contact lenses every 24 months up to \$200.00
- plus a wide range of medical expenses (please see benefit booklet)

**20.01 (b)** 100% of the cost of the Life, Dependent Life and Accidental Death and Dismemberment plans providing:

Effective April 1, 1997

- \$37,500 for employee (life and AD&D)
- \$ 9,000 for spouse (life and AD&D)
- \$ 9,000 for child (life and AD&D)

Effective April 1, 1998

- \$40,000 for employee (life and AD&D)
- \$ 10,000 for spouse (life and AD&D)
- \$ 10,000 for child (life and AD&D)

**20.01 (c)** 100% of the cost of the Weekly Indemnity Benefits providing first day accident, first day hospital, in-patient, out-patient surgery, and surgery not performed in hospital from the first day coverage and fourth day sickness for a period of thirty (30) weeks effective April 1, 1988; two thirds (2/3's) of the employee's weekly earnings up to the U.I.C. maximum benefit.

**20.02** The Company agrees to pay for 100% of the cost of Dental Care Basic Plan and Riders Nos. 1 and 2 and 60% cost of restorative benefits on the current C.D.A. schedule.

**20.03** In the event of a layoff Major Medical and Dental Care will be maintained until the end of the month in which the employee is laid off.

**20.04** The Company will provide a Long Term Disability (L.T.D.) Plan for all employees. Employees will be eligible for the L.T.D. plan after their probationary period ends. The L.T.D. plan will be paid for at the rate of 100% by the employee.

The Company to pay premium of L.T.D. Plan when employee is off work sick or on W.C.B. or maternity leave. Employee to reimburse the Company, arrangements to be made between the Company and employee. All benefits to continue while employee on L.T.D.

**20.05** Employees retiring between the ages of 60 and 65 will receive their benefits as covered under sections 20.01(a), 20.01(b) and 20.02 of the current collective agreement until age 65.

#### **ARTICLE XXI - BEREAVEMENT**

**21.01** Provided an employee has completed his probationary period, in the event of death of the Mother, Father, Spouse or Child, an employee shall be allowed up to five (5) consecutive working days absence without loss of pay.

In the event of death in the immediate family, an employee shall

be allowed up to three (3) consecutive calendar days leave of absence without loss of pay. The term "immediate" shall be deemed to include Brother, Sister, Mother-in-Law, Father-in-Law, Brother-in-law, Sister-in-law or Grandparents, Grandchild, of the employee. An employee would also be allowed one (1) day leave of absence without loss of pay, for the purpose of attending the funeral of an Aunt and Uncle.

All bereavement leave will be paid at base rate plus indirect bonus.

#### **ARTICLE XXII - LEAVES OF ABSENCE**

**22.01** When leave of absence is requested by an employee for personal reasons, such leave without pay may be granted by the Company taking into consideration the employee's reason for such leave. Requests for such leave during the months of July and August must be made in writing by April 1st of the calendar year. The Company will in turn confirm such leave in writing within one (1) month. Requests for leaves of absence other than during this period will be answered within two weeks.

**22.02** Employees who have been elected or otherwise appointed to attend Union Conventions, Conferences or Delegations, will be given permission to do so without pay. Written requests will be required by the Company from the Union for such leaves of absence. Such request shall be received at least forty-eight (48) hours in advance of the required leaves of absence.

The Union will instruct the Company what the employee is to be paid and the Company will then bill the Union for this amount.

**22.03** An employee elected or appointed to an office in the Union which requires a continuous and extended absence from their regular work shall, upon written application therefore, be granted such leave of absence without pay, and without loss of seniority for such time as they hold office, to a maximum leave of two (2) years, after which further leave may be granted at the discretion of the Company. It is a condition of reinstatement to their former position that the employee apply therefore within

thirty (30) calendar days after the expiration of their term of office with the Union and that they are competent to perform the work.

**22.04** Any female employee shall be granted a leave of absence without pay for maternity purposes in accordance to the Employment Standards Act of Ontario, subject to the following conditions:

- (a) Such employee will apply for leave not later than two (2) weeks prior to the expected date of confinement and will provide a certificate to confirm the expected date.
- (b) Such leave of absence shall be for a period not exceeding six (6) months, unless a medical extension is required by the attending physician in writing.
- (c) Before return to work the employee must provide the Company with a doctor's certificate stating she is fit to return to her normal duties.
- (d) Employees on such leave of absence will continue to accumulate seniority.
- (e) Employees will return to previous classification and job with same earnings, if possible.

#### **ARTICLE XXIII - MODIFIED WORK PROGRAM**

**23.01 (a)** This will confirm the agreement made with the Union during negotiations that the Company will maintain its commitment to providing modified work wherever practical in accordance with the following guidelines.

##### **Company Policy**

1. Simmons Canada Inc., Brampton Plant, recognizes the benefits of a Modified Work Programme.
2. As such it is the policy of the Company to provide a fair and consistent approach to employees who are returning from a personal illness or injury.
3. Simmons Canada Inc. Brampton Plant, therefore, undertakes to provide wherever practical, meaningful

employment for permanently or temporarily disabled employees be it their pre-injury job, modified **work**, or other suitable employment as long as it does not operate to displace seniority provision of a collective agreement.

**23.01 (b) PROCEDURES FOR EMPLOYEE REINSTATEMENT**

- (a) The Joint Health and Safety Committee will obtain all pertinent information with respect to an employee's physical restrictions from treating physician.
- (b) The Committee will review the information and how it will affect, if at all, the employee's pre-injury employment (job) and if so, what modifications may be made to the employee's pre-injury position. Failing **this**, a determination will be made as to the availability of other suitable employment. Outside resources such as W.C.B. worksite analyst, functional abilities, etc., may be used to facilitate this decision.
- (c) Medical approval from the employee's physician is required prior to the return to work.
- (d) The Committee will then present the case to the employee's Supervisor, Company Doctor, Departmental Manager and Human Resources Manager with recommendations as to employment. Once presented to Management, a response (decision) **is** to be received by the Committee within five (5) working days.
- (e) When a decision has been made as to the employee's return to work and position (job) s/he will return to, the employee's case worker (if applicable) and Committee persons will set up a work trial agreement.
- (f) During any work trial period the Supervisor and Committee will follow the employee's progress.
- (g) When an employee wants to return to Simmons Canada Inc. payroll before the work trial is completed, the Joint Health and Safety Committee will meet with the employee and review their progress and submit a recommendation.

The Committee shall forward all correspondence, agreements, etc., during the course of the work trial period.

- (h) Joint Health and Safety Committee will be comprised of two members chosen by the union and two members chosen by the company and will meet as required.

**23.01 (c) MODIFIED WORK WAGE SCHEDULE**

- (a) If the disability is the result of a non-occupational injury/illness, the employee will be paid his regular base rate plus indirect bonus. If the disability is the result of an occupational injury/illness, the employee will be paid 90% of their gross earnings for the appropriate period immediately preceding the date of injury/illness.
- (b) Where the employee loses time due to appointments arising from an occupational accident/illness the Company will pay the employee for the lost time and collect amount from the Workers' Compensation Board.
- (c) Statutory pay for employees on this pay schedule to be paid as per Article **XI** of this agreement. Statutory pay for all occupational injury/illness employees will be paid at 90% of their gross earnings for the appropriate period immediately preceding date of injury/illness.

**ARTICLE XXIV-PAID EDUCATION LEAVE PROGRAM**

The Company has agreed to the incorporation of Paid Education Leave on the basis of three (3) cents per hour for all hours worked.

Such monies shall be paid on a quarterly basis into a trust fund established by the National Union C.A.W., and sent by the Company to the C.A.W. Paid Education Leave Program, Administration Office, **Box 8978**, Port Elgin, Ontario NOH 2C0.

It is understood that money paid by the Company shall be used solely for the purpose of training seniority employees of the Company in aspects of Trade Union functions.

The Company agrees that members of the Bargaining Unit



selected by the Union to attend such courses shall be granted, a leave of absence without pay for twenty **(20)** days of class time, plus travel time where necessary, to be intermittent over a twelve **(12)** month period from the first day of leave. Employees on such leave of absence will continue to accrue seniority and benefits.

#### **ARTICLE XXV - SEVERANCE PAY**

The Company agrees to give the Union a minimum of six **(6)** months notice of the closure or the transfer of **all** its manufacturing operations, or a complete area thereof, which would directly cause the immediate lay-off or termination of employees.

An employee who has at least one (1) year of service shall be entitled **to** severance of one (1) week's pay for each year of service. An employee who accepts such severance pay shall be considered terminated.

Company to pay for and participate in Labour Adjustment Program.

#### **ARTICLE XXVI - GENERAL**

**26.01** For purposes of this Agreement, the words "Foreman" and "Office Personnel" not covered by the Agreement, shall designate persons who shall be responsible for the complete flow and production in their Departments and also responsible for supervising and directing one or more wage-earners and who shall not perform production or handling work, except in the following cases:

- (a) tracing and having operating difficulties corrected, tests, experimentations and demonstrations of new procedures;
- (b) in emergencies;

The exceptions described above shall not be taken advantage of, particularly if qualified employees are available without jeopardizing plant production.

**26.02** It is understood however, that in cases where there are no experienced or qualified wage-earners to do the training,

the Foreman shall train the wage-earner.

**26.03 (a)** Tools owned by the employee who has acquired seniority when broken or worn out in Company work will be replaced when offered for exchange. This privilege will not be unreasonably abused.

**26.03 (b)** Work clothing that is worn out by Maintenance employees in performing Company required maintenance work will be replaced, once approved by Maintenance management. This privilege will not be unreasonably abused.

**26.03 (c)** The Company will provide each maintenance department mechanic/electrician/machinist with an annual \$250.00 tool allowance, on that employee's anniversary date of employment. This allowance is to be used to maintain a complete set of tools in good condition, as outlined in the tool list established by the Company. The Company will conduct an annual tool audit to ensure that each mechanic/machinist has maintained a complete set of tools.

**26.04** It is agreed that should O.H.I.P. not pay for the medical examination of the Truck Drivers as required by the Ministry of Transportation and Communications of Ontario prior to January 31, 1978, and as required by them subsequently every three (3) years to age sixty-five (65), the Company will assume these costs.

**26.05** The Company agrees to pay full purchase cost of Truck Drivers' Uniforms. A probationary employee who leaves the Company for any reason will return their uniforms.

**26.06** The Company agrees to pay full purchase cost of jackets for Warehousepersons and Quality Assurance/Waste Management employees. Jackets will be cleaned twice a year and kept in storage in the Spring and Summer months. Jackets will be replaced when needed.

**26.07** The Company is responsible for ensuring that appropriate maintenance work is complete. The truck drivers are responsible for daily inspections of the equipment. Providing that the truck drivers have completed their daily checks in the prescribed manner, and have reported sub-



standard conditions to the Company, the truck drivers will not be held liable for any tickets regarding the operating condition of the equipment.

**26.08** The Company will pay the total cost of any courses required by the Company or, which are legally required, of truck drivers.

**ARTICLE XXVII - TERM OF AGREEMENT**

**27.01** This Agreement will be binding and remain in full force and effect from April 1st, 1997 to March 31st, 1999 and shall continue for periods of twelve (12) months thereafter unless one of the parties gives notice in writing to the other party by registered mail, addressed to the address of the recipient as shown in this Agreement, of intent to amend it or to terminate it; such notice shall be signified not more than sixty (60) days and not less than thirty (30) days prior to the date of termination.

IN WITNESS HEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 17TH DAY OF JULY, 1997

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Signed on behalf of:  
SIMMONS CANADA INC.  
15 Bramalea Road  
Brampton, Ontario  
L6T 2W5

T.H. Pace, Vice-president and General Manager  
D.C. Puttock, Vice-president Human Resources  
W.O. Dickson,  
National Production and Inventory Control Manager  
B.R. Mason, Human Resources Manager

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Signed on behalf of:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA  
(C.A.W. - CANADA)  
AND ITS LOCAL 513 (C.A.W / T.C.A.)  
8 Melanie Drive  
Suite 203  
BRAMPTON, Ontario  
L6T 4L2

Jim Robinson, C.A.W. / T.C.A. National Representative

Dave Dawe

Augustus Myers

Manuel Maiato

Gerry Bell

**APPENDIX "B"**  
**WAGE SCHEDULE**  
**Effective April 1, 1997**

Student Rate: \$11.40

Starting Rate: 50 cents per hour less than job rate. New employees progress to the STEP rate effective the pay period immediately following the completion of probation.

JOB CLASSIFICATION	STEP I	STEP II	STEP III	FULLY QUALIFIED STEP IV RATE
CUT & SEW				\$16.51
Cutter/Sewer	\$15.08	\$15.23	\$15.38	\$15.59
M.Q.P. Group	\$15.23	\$15.38	\$15.79	\$16.09 \$16.30
CONSTRUCTION	\$15.38	\$15.79	\$16.09	\$16.30
GARNETT		\$15.99		N/A
MATTRESS FINISHING	\$15.79	\$16.09		\$16.30
BOX SPRING FINISHING	\$15.38	\$15.79		\$16.00
WAREHOUSE	\$17.40	\$17.40	\$17.40	N/A
QUALITY ASSUR.	\$15.38			N/A
MAINTENANCE	\$19.65		G3 Sewing machine technician	N/A
	\$19.65		G7 Journeyman	N/A
LEAD HAND PREMIUM		31 cents per hour over classification rate		
FULLY QUALIFIED PREMIUM:		21 cents per hour over highest classification rate in department		

**APPENDIX "B"**

**WAGE SCHEDULE  
Effective April 1, 1998**

Student Rate: \$11.85

Starting Rate: 50 cents per hour less than job rate. New employees progress to the STEP rate effective the pay period immediately following the completion of probation.

JOB CLASSIFICATION	STEP I	STEP II	STEP III	FULLY QUALIFIED	
				STEP IV	RATE
CUT & SEW					\$16.96
Cutter/Sewer	\$15.53	\$15.68	\$15.83		\$16.04
M.Q.P. Group	\$15.68	\$15.83	\$16.24	\$16.54	\$16.75
CONSTRUCTION	\$15.83	\$16.24	\$16.54		\$16.75
GARNETT		\$16.24			N/A
MATTRESS					
FINISHING	\$16.24	\$16.54			\$16.75
BOX SPRING FINISHING	\$15.83	\$16.24			\$16.45
WAREHOUSE	\$17.85	\$17.85	\$17.85		N/A
QUALITY ASSUR.	\$15.83				N/A
MAINTENANCE	\$20.10		G3 Sewing machine technician		N/A
	\$20.10		G1 Journeyman		N/A
LEAD HAND PREMIUM				31 cents per hour over classification rate	
FULLY QUALIFIED PREMIUM				21 cents per hour over highest classification rate in department	

**A P P E N D I X "B"**

**CLASSIFICATIONS**  
**JOB TITLES**

TRUCK DRIVER  
COMPONENT ASSEMBLER  
MATTRESS ASSEMBLER  
CASE ASSEMBLER  
BOX SPRING ASSEMBLER  
MATERIAL HANDLER  
MAINTENANCE I (JOURNEYMAN)  
MAINTENANCE II (MACHINE REPAIR &  
MAINTENANCE) (A.B.C.)  
APPRENTICE  
LEAD HAND

**A P P E N D I X "C"**

**PRODUCTIVITY PLAN**

**SECTION I**

Production standards have been established for all direct labour jobs as set out in Appendix "B" of the Collective Agreement. Such standards may be made the subject of grievance subject to the Productivity Plan Grievance and Arbitration provisions as attached hereto.

**SECTION II - COMPENSATION**

**Subsection (1)**

**Direct Labour Employees**

Direct employees who perform at a pace more effective than the standard shall be compensated by one percentage point addition to base rate for every point of improvement in productivity over the standard.

For example: **EMPLOYEE PERFORMANCE**

Below 100% of standard - Classification Base Rate only  
104% of standard - Classification Base Rate +4% of  
Base Rate  
105% of standard - Classification Base Rate +5% of

**Base Rate**

106% of standard - Classification Base Rate + 6% of Base Rate

107% of standard - Classification Base Rate + 7% of Base Rate

108% and above will be paid at the equivalent percent of Base Rate over 100%

eg. 120% of standard - Classification Base Rate + 20% of Base Rate

**Subsection (1A)** All indirect work performed by direct labour employees will be paid at base rate per hour plus 25% of the incentive earned over standard by the total of all direct labour employees in the Plant.

For example:

**PLANT EFFICIENCY      INDIRECT COMPENSATION FOR DIRECT LABOUR EMPLOYEES ON INDIRECT WORK**

Below 100%	Base Rate Only
104%	Base Rate + 1.0% of Base Rate
105%	Base Rate + 1.25% of Base Rate
106%	Base Rate + 1.50% of Base Rate
107%	Base Rate + 1.75% of Base Rate
108%	Base Rate + 2.0% of Base Rate

Over 108% will be paid additional .25% increments

eg. 115% would be paid at Base Rate + 3.75% of Base Rate

**Subsection (2) Indirect Labour Employees**

**Effective April 1, 1993**

All Maintenance, Warehouse, Garnett, Lead Hands, Production Coordinators, Quality Assurance/Waste Management, Tick Cage Storekeeper and Material Handlers will be paid base rate per hour, but additionally will receive a bonus in the amount of 35% of the incentive earned over standard by the total of all direct labour employees in the plant. All other indirect workers will receive base rate per hour plus 25% of the incentive earned over standard by the total of all direct labour employees in the plant.



Indirect labour employees will be paid an indirect bonus guarantee of 10%.

For example:

**INDIRECT COMPENSATION FOR  
MAINTENANCE, WAREHOUSE  
GARNETT, LEAD HANDS,  
PRODUCTION COORDINATORS  
QUALITY ASSURANCE/WASTE  
MANAGEMENT, TICK CAGE  
STOREKEEPER AND MATERIAL  
HANDLERS**

**PLANT EFFICIENCY**  
Below 128.6% Base Rate + 10.0%

Over 128.6% will be paid additional .35% increments

eg. 130% would be paid at Base Rate + 10.50% of Base Rate  
140% would be paid at Base Rate + 14.00% of Base Rate

**Subsection (3) TRAINER PROVISIONS**

When an incentive employee is specifically requested to act as a trainer, the employee will receive the 25% indirect bonus in addition to his regular base rate plus 20% for the time spent conducting the training.

**Subsection (4) TRAINEE PROVISIONS - DIRECT**

During the time that an employee is on training and providing he maintains the requirements of the learning curve, he will receive his base rate plus indirect bonus, as per Subsection 1A, until he reaches 100% at which time the employee will be an incentive wage earner.

**TRAINEE PROVISIONS - INDIRECT**

During the time that an employee is on training and providing he maintains the requirements of the learning curve, he will receive his base rate plus indirect bonus as per Subsection 2.

**Subsection (5) INDIRECT BONUS ENTITLEMENT**

Indirect bonus will not be paid for the following:

Direct workers on downtime

(not performing any other work)  
Year-end inventory

### **SECTION III - WAGE CALCULATION**

All incentive and bonus payment (both direct and indirect) is to be calculated on a weekly basis.

### **SECTION IV - GENERAL**

#### **Subsection (1)**

- (a) Existing standards shall remain intact regardless of earnings, except where an operation has been changed due to a revision of method, a change in machinery or material.
- (b) New Standards shall remain intact regardless of earnings, except where an operation has been changed due to a revision of method, a change in machinery or material or in the event of a gross error in data application.

#### **Subsection (2)**

“Off Standard” time, provided such is in excess of fifteen (15) continuous minutes is to be paid base rate; where teams are involved, combine 15 minute allowance. “Off Standard” time will be measured from the time it is reported by the affected employee to his immediate supervisor.

#### **Subsection (3)**

##### **Contract Allowances for Incentive Standards**

Personal, fatigue, rest and delay = 14%

#### **subsection (4)**

Employees who do not match the expectations of learning curves will be counselled, and may receive as a result of counselling, additional training.

Those who do not satisfactorily improve to an acceptable level, or at an acceptable rate, during any period, and maintain such level, will be subject to disciplinary or other remedial action as the Company deems advisable.

#### **Subsection (5)**

Show samples that are specially requested by a Supervisor, the employee will be given the actual time allowance per operator, per piece, in the mattress assembly and box spring finishing areas.

## **SECTION V - PRODUCTIVITY PLAN GRIEVANCE AND ARBITRATION**

### **Subsection (1)**

All complaints arising as to the accuracy of any incentive standard may be handled as grievances in accordance with Article VI of the Agreement, subject to what is provided below.

### **Subsection (2)**

Prior to the introduction of new or revised standards, five (5) working days will be set aside for discussions with the union on these changes. During this period, information will be provided to the union on the method of developing or revising those standards and an attempt made to resolve disagreements. The information provided to the union will include information on the old standard. At the end of the five (5) day period the new or revised standards will be implemented.

### **Subsection (3)**

Before submitting any grievance on a standard, operators will work at normal effort on the standard for a period of at least ten (10) working days.

### **Subsection (4)**

If, after ten (10) working days from the date on which the standard was implemented, the union is not satisfied with the standard, the union shall have the right to submit a grievance.

### **Subsection (5)**

Failure to submit a grievance within forty (40) working days from the date a standard was implemented shall constitute acceptance of the standard and this standard can not be subsequently grieved.

## **SECTION VI - CONCLUSION**

This Plan provides equal earning opportunity for all employees on the basis of applied skill and effort by each employee. There

is no ceiling on production or earnings. The emphasis is on efficiency, quality, and productivity.

## **A P P E N D I X "D"**

### **HEALTH & SAFETY**

#### **1. Company Duties**

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

#### **2. Joint Health, Safety Committee**

- (a) The Company and the union agree to maintain the established Joint Health, Safety in accordance with the Occupational Health and Safety Act, its regulations, codes of practice, and guidelines. The union representation on this Committee will be two appointed members from the plant bargaining unit.
- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a union member chosen by the union members of the Committee. The other co-chairperson shall be a company member.
- (c) During all absences of the union co-chairperson the company shall recognize an alternate co-chairperson designated by the union.
- (d) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance

with appropriate laws, regulation;, codes of practice, and guidelines. The Company shall consider all *the* recommendations of the Committee.

- (e) Without limiting the generality of the foregoing, the Committee shall:
  - (i) Determine that workplace inspections have been carried out at least once a month. Such *inspections* shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
  - (ii) Determine that accident and incident investigations have **been** made.
  - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
  - (iv) The co-chairpersons shall participate in and keep a record of **all** types of inspections and work refusals.
  - (v) Solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
  - (vi) Hold regular meetings at least once a month or more frequently if mutually agreed upon by the union and the company co-chairpersons for the review of
    - reports of current accidents, industrial diseases, and means of prevention
    - remedial action taken or required by the reports of investigations or inspections.
    - any other matters pertinent to health, safety, and the environment.
  - (vii) Have access to and promptly receive copies of **all** reports, records, and documents in the company's possession or obtainable by the company pertaining to health, safety or environmental matters.
- (f) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall

be paid in accordance with the terms of this agreement.

### **3. Union Health and Safety Committee**

The union Health and Safety Committee shall meet for at least two hours a month without the company members to prepare for meetings.

### **4. Dangerous Circumstances**

- (a) The company agrees that an appropriate member of the Committee shall have the right to investigate dangerous circumstances within the workplace at any time.
- (b) If the certified member determines that dangerous circumstances exist, then the procedure contained in the Occupational Health and Safety Act will be followed.

### **5. Right to Refuse**

- (a) The company shall ensure that all employees *are* informed that they have the right to refuse hazardous work which may harm them, any person or the environment and that signs are posted in the workplace advising them of this right.
- (b) If a worker exercises his or her right to refuse he or she shall notify the supervisor. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At every stage the company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused, without first advising the worker of the work refusal.
- (d) The union co-chairperson or alternate shall fully participate in the investigation at every stage. The union co-chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker.
- (e) The JHSC will function according to the Occupational Health and Safety Act, its Regulations, codes of current practice and guidelines and parts 5 and 6 of the Occupational Health and Safety Act, in effect on the date of this agreement. **All** standards established under those laws shall constitute minimum acceptable practice to be

improved upon by agreement of the JHSC.

**6. No Disciplinary Action**

- (a) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Occupational Health and Safety Act, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (b) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (c) For the employee who refuses work under Section 5 above, all employees affected by the refusal, and any direction under Section 4 above there shall be no **loss** of pay, seniority or benefits during the period of refusal.

**7. Education and Training**

- (a) All employees will be provided with proper training for the safe operation of any equipment pertaining to their job.
- (b) The company will ensure that all employees receive appropriate WHIMIS training.
- (c) All members of the Joint Health and Safety Committee will attend the following courses unless they have taken these courses in the previous year:

Workers Health and Safety Agency Certification Course, 3 weeks

All such training will be completed within twelve (12) months of the effective date of this collective agreement. The company will ensure that the lost time, per diem or meal, and travel and accommodation if required will be paid to all employees who participate in education or training required by this Section 7 (c).

(d)The union members of the Joint Health and Safety Committee will attend the CAW Health and Safety Course (one week) and the CAW Environment Course (one week). These courses will be taught at the CAW Family Education Centre in Port Elgin.

#### **8. Accident and Incident Investigations**

- (a) Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated.
- (b) The union co-chairperson or designate and the company co-chairperson or designate of the Committee shall investigate the accident or incident.

#### **9. Disclosure of Information**

The Company will display or post appropriate WHIMIS information as required by law.

#### **10. Right to Accompany Inspectors**

The union co-chairperson or alternate shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour.

#### **11. Access to the Workplace**

Upon approval of management union staff or union health and safety or environmental advisors or consultants shall be provided access to the workplace to attend meetings of the Joint or Union Committees or for inspecting, investigating or monitoring the workplace.

#### **12. National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

#### **13. Ergonomics**

The Company through the joint Health and Safety Committee will provide ergonomic working conditions where reasonably practicable.



**A. Education and Training**

The Company will grant leave of absence for Union members to take health and safety courses where feasible.

**B. Monitoring**

- (a) The Company shall test for hazards as recommended by the Health and Safety Committee.
- (b) The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct and the results of any monitoring by any government agency to the Committee and shall post the results in a conspicuous location.

**C. Ventilation**

- (a) The company shall ensure that adequate local exhaust ventilation systems as installed are maintained where required.
- (b) The company shall ensure that adequate general ventilation systems are installed and properly maintained.

**D. First Aid Attendants**

- (a) There shall be qualified first aid attendants holding a St. John Standard certificate present on all shifts.
- (b) The employer shall pay for the Fees, textbooks and lost time of an employee who is required to obtain a St. John's Standard Certificate.

**14. Miscellaneous**

- (a) The Union and the Plant Chairperson will receive a copy of all Workers' Compensation Accident Reports (Form VII).
- (b) Injured workers to receive remainder of shift pay when unable to finish shift due to Workers' Compensation Board injury.
- (c) The Company agrees to provide clear lens Safety Glasses at no cost to the employee when required on the recommendation of the Plant/Office Health and Safety Committee. Also, the Company will pay for prescription

lenses when required on the understanding that should the employee leave within one (1) year, the Company will be reimbursed.

- (d) The Company and the Union agree to promote and encourage the wearing of Safety Boots throughout the Plant. Effective upon ratification of this agreement, the Company agrees to pay up to ninety-five (\$95.00) dollars annually upon proof of purchase. The Company agrees to pay **for** a second pair **of** work shoes, in Company designated areas or where damaged in the workplace.

## CUT & SEW

### CUTTER/SEWER

	APRIL 1 1997	APRIL 1 1998		
STEP I	\$15.08	\$15.53	Junior Sewer	M-35
STEP II	\$15.23	\$15.68	Auxiliary Sewer	M-32
STEP III	\$15.38	\$15.83	Cutter/Sewer (Box Case & H.A.B.)	M-33
	\$15.59	\$16.04	FULLY QUALIFIED CUTTER/SEWER	

### M.Q.P. GROUP

	APRIL 1 1997	APRIL 1 1998		
STEP I	\$15.23	\$15.68	Convexo Machine Operator Quilting Machine Operator	M-43 CVX M-37
STEP II	\$15.38	\$15.83	Senior Sewing Machine Oper.	M-35A
STEP III	\$15.79	\$16.24	M.Q.P. Quilting Oper. M.Q.P. Sewing Machine Operator. Border Machine Operator (3 or more)	M-37 MQP M-35 MQP M-34
STEP IV	\$16.09	\$16.54	Gribbetz Machine (#4300) Operator	M-38 MQP
	\$16.09	\$16.54	Gribbetz Machine (Paragon) Operator	M-38 MQP
	\$16.30	\$16.75	FULLY QUALIFIED M.Q.P. GROUP	
	\$16.51	\$16.96	FULLY QUALIFIED IN CUT & SEW DEPARTMENT	
	\$17.40	\$17.85	TICK CAGE STOREKEEPER	M-25
	\$17.40	\$17.85	CUT & SEW PRODUCTION COORDINATOR	M-9
	\$17.40	\$17.85	MATERIAL CONTROL CO-ORDINATOR	M-12
	\$15.38	\$15.83	Utility Operator	M-2
	\$16.40	\$16.85	Production Co-ordinator Utility Operation	M-11

### CONSTRUCTION

	APRIL 1 1997	APRIL 1 1998		
STEP	\$15.38	\$15.83	Box Spring Coiler Operator Border Wire Assembler Edge Wire Bender & Joiner	M-18 M-4 M-28
STEP II	\$15.79	\$16.24	Coiler Assembler Operator Open Coil Set-Up Pocket Construction Hog Ringer	M-53 M-40 M-29

STEP III	\$16.09	\$16.54	Pocket Machine Assembler	M-51
	\$16.30	\$16.75	FULLY QUALIFIED IN CONSTRUCTION DEPARTMENT	
	\$16.40	\$16.85	CONSTRUCTION LEAD HAND	M-39

**MATTRESS FINISHING**

	APRIL 1 1997	APRIL 1 1998		
STEP I	\$15.79	\$16.24	Hog Ringer	M-20
STEP II	\$16.09	\$16.54	Tape Closer	M-1
	\$16.30	\$16.75	FULLY QUALIFIED IN MATTRESS FINISHING	
	\$17.40	\$17.85	MATERIAL HANDLER	M-24
	\$17.40	\$17.85	AFTERNOON SHIFT LEAD HAND	M-8
	\$18.40	\$18.85	PRODUCTION COORDINATOR -FINISHING	M-6

**BOX SPRING FINISHING**

	APRIL 1 1997	APRIL 1 1998		
STEP I	\$15.38	\$15.83	Box Spring Frame Maker	M-3
STEP II	\$15.79	\$16.24	Box Spring Finisher	M-16
	\$15.79	\$16.24	Box Spring Construction Assembler/Stapler	M-17
	\$16.00	\$16.45	FULLY QUALIFIED IN BOX SPRING FINISHING	
	\$16.10	\$16.55	BOX SPRING FINISHING LEAD HAND	M-5A

**GARNETT**

	APRIL 1 1997	APRIL 1 1998		
STEP II	\$15.79	\$16.24	Garnett & Picker Operator	M-10
	\$16.10	\$16.55	GARNETT LEAD HAND	M-7

**WAREHOUSE**

	APRIL 1 1997	APRIL 1 1998		
	\$15.38	\$15.83	Waste Management Operator	M-22
	\$17.40	\$17.85	Warehouseperson	M-26
	\$17.40	\$17.85	Warehouseperson/Shunter	G-9
	\$17.40	\$17.85	Truck Driver (Tractor Trailer)	G-8
	\$17.40	\$17.85	Storekeeper/Warehouse Lead hand	M-62
	\$17.71	\$18.16	WAREHOUSE LEAD HAND	M-61

QUALITY ASSURANCE

APRIL 1 APRIL 1

1997 1998

\$15.38	\$15.83	Quality Assurance Inspector	M-15
\$17.40	\$17.85	Quality Assurance Co-ordinator	M-21

MAINTENANCE

APRIL 1 APRIL 1

1997 1998

\$19.65	\$20.10	Sewing Machine Technician	G-3
\$19.65	\$20.10	Journeyman	G-7
\$19.96	\$20.41	MAINTENANCE LEAD HAND	G-10

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LETTER OF UNDERSTANDING

The Parties agree to the following procedures in the administration of Article 18:04:

1. Actions taken under Article 18:04 are not considered lay-offs and therefore not subject to the provisions under Article 10.03.
2. Reduction in workforce for part of a shift because no work is available will be based on:
  - i) Seniority and qualifications. i.e. should the senior employee run out of work within their classification, they will be permitted to displace a junior employee in another job, provided they have the \*qualification to undertake that job.
  - ii) Employees with 20 or more years of service will not be sent home but rather given a training opportunity, provided there are junior employees left in the plant. If no junior employees are left in the plant, then the senior employee can be sent home.

\*Based on the Company's Job Skill Inventory

In Witness Whereof each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representative this 30th day of May 1997.

For the Company  
DAVID C. PUTTOCK

For the Union  
JIM ROBINSON

LETTER OF UNDERSTANDING

The Parties agree to the following procedures in the administration of Hours of Work.

1. When the Company requires an employee to change their scheduled shift the Company will inform the employee 48 hours in advance.
2. The Company will not have to give 48 hours advance notice of a scheduled shift change if there is a mutual agreement between the Company and the employee.

Dated this 28th day of May, 1997.

For the Company  
DAVID C. PUTTOCK

For the Union  
JIM ROBINSON