

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of February,  
2009.

**B E T W E E N:**

**WATERLOO FURNITURE COMPONENTS LTD.**

Hereinafter called the "Company"

**OF THE FIRST PART**

- and -

**THE UNITED STEELWORKERS**

**LOCAL 7155**

Hereinafter called the "Union"

**OF THE SECOND PART**

**ARTICLE I - RECOGNITION**

1.01           The Company recognizes the Union as the bargaining agent of all  
employees of the Company in Waterloo County, save and except supervisors,

persons above the rank of supervisor, clerical, technical (including Q.A. Coordinators, Test Lab and Sample Department employees), engineering, office and sales staff and long distance truck drivers whose normal work crosses provincial or national borders.

1.02 Persons, whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting or in emergencies affecting the safety of employees or damage to equipment. Letter of Understanding regarding employees is appended to this Agreement.

1.03 Should any of the present operations be moved to a location(s) within 150 kilometers of the present location, this Collective Agreement will extend to cover such location(s)

1.04 In the event of a closure of the operation, the Company agrees that the provisions of the Employment Standards Act will apply.

## **ARTICLE II - RELATIONSHIP**

2.01 All employees of Waterloo Furniture Components who qualify under the recognition clause shall become members of the union.

2.02 The Company and the Union agree that no employee will in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

2.03 Executive Officers of the Union Local and Stewards shall be permitted to enter the plant with prior permission of the Operations Manager or his/her designee.

Such permission will not be unreasonably withheld. A list of current Executive Officers and Stewards will be provided to the Company and the Company need recognize only those individuals so listed. Before entering the plant, all security and safety regulations then in effect shall be complied with.

2.04           The Company will deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.

2.05           The dues so deducted will be remitted along with a list of employees from whom such deductions have been made within two weeks after the end of the month payable to the International Treasurer, United Steelworkers, P. O. Box 13083, Postal Station "A", Toronto, Ontario M5W 1V7. A copy will also be forwarded to the Financial Secretary.

2.06           The monthly remittance will be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements will also list the names of employees from whom no deductions have been made and the reasons why, together with Form 115(a) as required by the International Union. A copy will also be forwarded to the Financial Secretary.

2.07           The Company agrees to add the amount of dues deducted to the employee's T-4 slips.

2.08           The parties agree to share equally the cost of printing the Collective Agreement in booklet form. The Employer shall provide the Union with an updated electronic copy of the collective agreement following negotiations.

2.09 In the interest of continued harmonious labour relations the Parties agree to hold Labour Management meetings on a quarterly basis to discuss items of mutual concern.

Without limiting the generality of the above, the following items may be discussed at these meetings:

Workload and Manpower requirements

Operational Concerns

Business Outlook

It is further understood that upon the agreement of both Parties, additional meetings may be held if required.

Prior to the date of the meeting, the Company and Union will advise each other of desired topics for discussion.

### **ARTICLE III - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the function of the Company to hire, promote, retire in accordance with the provisions of the Pension Plan, demote, classify, transfer and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority, that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

3.02           The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees, are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time and enforce reasonable rules and regulations to be observed by the employees. Any new or amended rules and regulations will be posted and provided to the Union seven (7) days prior to implementation.

3.03           The Company agrees that the exercise of its functions under paragraph 3.01, and 3.02 will not be inconsistent with any of the express terms of this Agreement.

#### **ARTICLE IV - Union Rights**

4.01           The Company acknowledges the right of the Union to appoint or otherwise select twelve (12) stewards excluding the Time Study Steward and the Chief Steward. All stewards will be regular employees of the Company actually at work who have completed their probationary period. The Company will recognize and deal with the stewards as hereinafter set forth.

4.02           The name and jurisdiction of each of the stewards will be given to the Company in writing and the Company will not be required to recognize any such

steward until it has been notified in writing by the Union of the name and jurisdiction of same.

4.03           The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.

4.04           The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity, in the carrying out of the terms and requirements of this agreement.

4.05 (a)       The right of the stewards to leave their work without loss of pay to investigate or adjust grievances in their own departments is granted on the following conditions:

- (i)           The steward will obtain the permission of the steward's supervisor before leaving work, which permission will not be unreasonably withheld.
- (ii)          The time off will be devoted to the prompt handling of grievances and attending Grievance Step meetings and any preliminary meetings with the management.
- (iii)         The Company reserves the right to limit such time if it deems the time so taken to be excessive.
- (iv)         When the nature of a complaint is such that the Steward requires assistance, the Steward may request the presence of the appropriate Union Official i.e. Time Study Steward, Union WSIB Representative or an

Executive of the Local Union and such request will not be unreasonably withheld.

4.05 (b) The rate of pay will be the regular hourly rate.

4.06 A new employee entering the bargaining unit will be given the opportunity to meet with the employee's steward, at a time convenient to the Company, within two (2) weeks of completing the probationary period.

4.07 The Company agrees to pay an employee his/her regular wages for any lost time from scheduled work while the employee is on Union Leave, as per the Collective Agreement. Such hours shall be considered time worked. The Union shall reimburse the Company for the wages paid to the employee.

#### **ARTICLE V - GRIEVANCE PROCEDURE**

5.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

5.02 It is understood and agreed that an employee does not have a formal grievance until the employee has discussed the matter with the employee's supervisor and given the supervisor an opportunity of dealing with the complaint. At the request of the employee, the Steward in the area may be present at this initial discussion or act on the employee's behalf.

5.03 Grievances properly arising under this Agreement will be resolved and settled as follows:

Step No. 1 - Within seven full calendar days after the circumstances giving rise to the grievance occurred or originated, or the employee becomes aware or should have become aware of the circumstances giving rise to the grievance, the aggrieved

employee or the employee's steward may present the employee's grievance which will be reduced to writing to the supervisor and signed by the employee(s) affected and include a detailed explanation of the facts giving rise to the grievance and the specific sections of the agreement or legislation alleged to have been violated. The information contained on the grievance shall set out the information known by the Union at the time, and shall not restrict the Union from providing additional information in the grievance process. Should no written settlement satisfactory to the Union be reached within seven full calendar days thereafter, the next step in the grievance procedure will be taken at any time within the next five full calendar days.

Step No. 2 - The grievance is referred in writing to the Operations Manager or his/her designee. Within 14 calendar days after referral a meeting may take place between the Chief Steward or his/her designee and the Operations Manager or his/her designee. Should no written settlement satisfactory to the Union be reached within 14 full calendar days following either the meeting or the expiration of the 14 full calendar day period should no meeting be held, the grievance will be referred to the next step.

Step No. 3 - The grievance is referred in writing to the Vice President, Human Resources or his/her designee. Within 14 full calendar days after referral a meeting may take place. Present at the meeting will be all or part of the Company's Executive Committee and the Local Plant Grievance Committee. The Company's Executive Committee will be composed of the Vice President, Human Resource and the Operations Manager or their respective designees. The Local Plant Grievance Committee will be composed of the President of the Local or his/her designee, the Chief Steward or his/her designee and the steward who filed the grievance. The Company



President and/or the International Representative of the Union may also attend. If no written settlement satisfactory to the Union is reached with 21 full calendar days after the meeting or the expiration of the 21 full calendar day period, should no meeting be held, the grievance may be referred to Arbitration by the Union.

If a grievance is not referred to arbitration within the 21 full calendar days it will be deemed abandoned by the employee and Union.

By mutual agreement of the parties, the grievor may attend the 3<sup>rd</sup> Step Grievance Meeting.

5.04            Group Grievances - To avoid the necessity of processing numerous grievances concerning the same subject or event, the Company will recognize Group Grievances, provided that each aggrieved employee's name is listed on the grievance and the grievance is filed in writing at Step No. 2 to the Operations Manager within five (5) working days of the incident giving rise to the grievance. The time limits set out in Step No. 2 above will apply.

                  If the group grievance is not settled at Step No. 2 of the grievance procedure, the remainder of the grievance procedure, including arbitration may be followed. If an Arbitration Board or the Arbitrator finds that the Company has violated the Agreement, it will have the power to award compensation to employees affected by the violation.

5.05            Policy Grievances - If either party has a complaint or alleges that there has been a misinterpretation, violation or non-application of this Agreement or any of the provisions hereof, then either party may within fifteen (15) calendar days of the

incident giving rise to the grievance give to the other, notice in writing of such complaint at Step No. 2 of the Grievance Procedure. Within three (3) working days of receipt of such notice a meeting will be held between the Operations Manager and the Union Grievance Committee. The party against whom the complaint has been made will give an answer in writing within three (3) working days after the meeting has been held.

If the Policy Grievance is not settled at Step No. 2, the remainder of the Grievance Procedure, including arbitration may be followed. No such grievance will be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under this Article, nor will any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article.

5.06 It is understood that any of the time limits provided for in Article V, including the original filing, may be extended by mutual agreement of the parties in writing.

## **ARTICLE VI - DISCHARGE CASES**

6.01 The parties agree that serious misconduct includes the following behaviours:

- Theft;
- Gross Insubordination;
- Consumption, possession, or being under the influence of alcohol or illicit drugs on the job;
- Serious misconduct which constitutes harassment as defined under the Ontario *Human Rights Code*.

6.02 A claim by an employee, who has completed the employee's probationary period and attained seniority, that the employee has been unjustly

discharged from employment will be treated as a grievance if a written statement of such grievance is lodged with the Operations Manager within seven (7) full calendar days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

6.03           Such special grievance may be settled by confirming the Management's action in dismissing the employee, or reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, the Board of Arbitration, or the Arbitrator.

6.04           When an employee has been dismissed without notice the employee will have the right to discuss the matter with the employee's steward for a reasonable period of time before leaving the plant premises.

6.05           Copies of disciplinary and discharge notices will be given to the Union and will be initialled by the appropriate Company and Union officials. Any employee, who is requested to come to the supervisor's office for a written warning, suspension or discharge notice, will have the employee's steward or other plant union official present.

6.06           The Company shall endeavour to ensure that in the circumstances of the situation, investigations which lead to discipline are conducted in a timely manner.

## **ARTICLE VII - ARBITRATION**

7.01           Failing a satisfactory settlement in Step 3 of the Grievance Procedure, either party may request that a grievance be submitted for Arbitration and will make such request in writing, addressed to the other party, within twenty-one (21) full

calendar days from receipt of the Vice President of Human Resources' decision in Step No. 3 of this Agreement.

7.02           The Arbitration Procedure incorporated in the Agreement will be based on the use of a sole Arbitrator.

7.03           When either party refers a grievance to Arbitration, they will propose a list of three (3) Arbitrators for consideration by the other party. If none of the proposed Arbitrators are acceptable to the other party, they, then, within ten (10) working days will submit a list of three (3) Arbitrators, in writing, to the aggrieved party for consideration. If no sole Arbitrator can be agreed to within ten (10) working days, either party may request the Ministry of Labour to appoint an Arbitrator.

7.04           Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly, the expenses of the Arbitrator on an equal basis.

7.05           No matter may be submitted to Arbitration which has not first been properly carried through the appropriate stages of the Grievance Procedure.

7.06           The Arbitrator will not be authorized, nor will the Arbitrator assume authority to alter, modify, or amend any part of this Agreement nor to make provisions thereof or to deal with any matter not covered by this Agreement.

7.07           The decision of the Arbitrator will be final and binding on the Parties.

7.08           Nothing in this Article will preclude the parties from mutually agreeing to a Board of Arbitration and all terms and conditions of this Article will apply to the Board of Arbitration, except

(a) Each of the parties will bear the expenses of its own nominee to the Board;

(b) Where there is no majority decision, the decision of the Chairperson will govern;

### **ARTICLE VIII - NO STRIKES - NO LOCKOUTS**

8.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

### **ARTICLE IX - WAGES**

**NOTE** see Letter of Understanding appended hereto

9.01 Wage Schedule - Incorporated herein as part of this Agreement is a schedule of hourly wage rates identified as Appendix "A".

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

10.01 The following paragraphs and sections are intended to define the normal hours of work and will not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

10.02 The standard work week will consist of up to forty hours per week with a standard work day of up to ten (10) hours, unless otherwise agreed by the parties.

10.03 The Company agrees, business conditions permitting, to provide the Union with thirty (30) days notice prior to implementing a substantial change in the scheduling of hours of work. The parties may agree to make the changes to the schedule with less than 30 days notice.

10.04 Overtime shall be paid as follows:

(a) time and one half the Employee's regular rate for all hours worked beyond the Employee's regularly scheduled hours of work per day up to four (4) hours beyond the regular work day, and two times beyond four (4) hours; or

(b) time and one half the Employee's regular rate for all hours worked on any day that is not a regularly scheduled work day, provided the employee has worked all his/her regularly scheduled hours in that work week; or

(c) two times the Employee's regular rate for all hours worked on Sunday, provided the employee has worked all his/her regularly scheduled hours in that work week.

10.05 To the extent that hours are compensated for at overtime rates under one provision they will not be counted as hours worked in determining overtime under the same or any other provision.

10.06 The Company will set aside and allow two ten-minute rest periods, one in each half shift. These rest periods will start and finish at the respective work stations of employees.

10.07 A three-minute clean-up and wash-up period will be permitted at three minutes before quitting time of each half shift. It is understood and agreed that the work

station of each employee will be cleaned up by the employee in the allotted three minutes before the employee washes up.

10.08

(a) Overtime work will be equitably distributed among those employees normally performing the work to be done in the department, job classification, and on the shift on which the overtime is required to the degree that it is practicable and efficient to do so.

(b) Overtime will be reviewed quarterly by the supervisor and steward of the area. The Company shall provide the overtime report to the Union monthly.

(c) If overtime, as defined in (a) is unequally distributed among the employees at the end of a quarter, then that employee shall receive in the following two (2) quarters overtime opportunity until the imbalance is brought below the allowable difference of 8 hours at some point during those two quarters. Should the imbalance not be corrected at some point during the following two quarters, the employee shall be paid straight time for the overtime hours in excess of the allowable difference of eight (8) hours.

(d) Employees will have overtime hours counted towards them as follows: the hours worked as defined in (a), hours refused; hours offered for the sole purpose of overtime equalization; hours not available because of vacation, leave of absence, sick leave, WSIB leave, medical restrictions. Employees on vacation may, by the end of shift Wednesday, provide the Supervisor with the form indicating they wish to be included if there is any overtime on Friday, Saturday or Sunday. An Employee who

does so must then call by noon on Thursday to determine if he/she has been scheduled, and if he/she does not call, shall have the overtime counted towards him/her.

(e) Employees who join a department, job classification and shift during the quarter will have their overtime hours adjusted to equal the average hours of the department, job classification and shift that they are joining for the purposes of Article 10.08.

(f) If an employee, because of a specialized skill or ability, is offered or performs work in another department because the employees in that department are unavailable or unwilling to perform the work, such overtime shall not be included in overtime equalization calculations. Such overtime shall be offered among those employees capable due to their specialized skill or ability

10.09 It is understood that the provisions of this Article do not apply to truck drivers. Overtime at the rate of time and one-half will be paid for all hours worked over forty-four (44) per week by truck drivers

#### **ARTICLE XI - VACATIONS WITH PAY**

11.01 All employees who have been steadily employed by the Company for a period of one year or more prior to July 1st in any year will be entitled to two weeks vacation at a time convenient to the Company and will receive as vacation pay a sum equivalent to four per cent (4%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year.



11.02 All employees who have been steadily employed by the Company for a period of five years or more prior to July 1st in any year will be entitled to three weeks vacation with pay at a time or times convenient to the Company and will receive as vacation pay six percent (6%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year.

11.03 All employees who have been steadily employed by the Company for a period of eleven years or more prior to July 1st in any year will be entitled to four weeks vacation with pay at a time or times convenient to the Company and will receive as vacation pay eight percent (8%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year.

11.04 All employees who have been steadily employed by the Company for a period of twenty years or more prior to July 1st in any year will be entitled to five weeks vacation with pay at a time or times convenient to the Company and will receive as vacation pay ten percent (10%) of the employee's earnings during the twelve month period immediately preceding July 1st in such year.

11.05 If an employee leaves the employ of the Company, the employee's vacation pay will be calculated in accordance with the entitlement under this Agreement.

11.06 Employees must submit their vacation preferences for the current calendar year by March 31 for the remainder of the calendar year. The Employer shall then determine the vacation schedule keeping in mind the efficient operation and business requirements of the plant, and the seniority of the employees involved. In the event the Employee does not submit all his/her vacation for scheduling, the Employer may schedule any unsubmitted vacation, save and except one week of the Employee's

entitlement which shall not be scheduled at that time. The Employer shall post the schedule on or before April 30, such that any Employee shall have at least 2 weeks notice of a scheduled vacation. As of August 1, any unscheduled vacation time may be scheduled by the Employer, beginning September 1. If all the Employee's vacation time is not otherwise scheduled as set out above, the Employee may submit a Vacation Request Form for approval to his/her Supervisor, in order to request to take this vacation.

**ARTICLE XII - DECLARED HOLIDAYS**

12.01           The Company recognizes the following declared holidays and agrees that all employees who have served their probationary period, who qualify in accordance with article 12.02, will receive payment for such holidays based on their regular current hourly rate multiplied by the number of hours in a normal work day. When a declared holiday falls on a Saturday or Sunday, it will be celebrated on the preceding Friday or on the following Monday at the sole discretion of the Company. Employees required to perform any work on any of these holidays will be paid at the rate of time and one-half their regular basic rate, in addition to receiving holiday pay.

- |                |                           |
|----------------|---------------------------|
| New Year's Day | Thanksgiving Day          |
| Good Friday    | Day before Christmas Day  |
| Victoria Day   | Christmas Day             |
| Canada Day     | Boxing Day                |
| Civic Holiday  | Day before New Year's Day |
| Labour Day     |                           |

12.02            When one of the holidays listed in Section 12.01 is observed during an employee's annual vacation, the employee will be allowed one additional day's vacation with pay at a time convenient to the Company.

12.03            All employees who have served their probationary period will be eligible for holiday pay irrespective of whether they are required to work on the holiday or not, subject to the provisions of paragraph 12.04.

12.04            To qualify for holiday pay an employee must work the last scheduled shift prior to and the first scheduled shift after the holiday unless absent because of bona fide illness of the employee or the employee's child or authorized leave of absence. The Company may require a medical certificate as proof of illness of the employee or the employee's child.

12.05            In addition to the plant holidays listed in clause 12.01 there will be one additional declared holiday which will be a floating day. Each year the parties will meet to discuss the day upon which the floating holiday will be celebrated and it will be celebrated on that day in the next ensuing calendar year. In the event that the parties are unable to agree upon the said day then the Company will designate the day upon which it will be celebrated. Entitlement to payment for the floating holiday will be subject to the same qualifications as set forth in this Article for other declared holidays.

### **ARTICLE XIII - PROBATIONARY PERIOD**

13.01            Newly hired employees will serve a probationary period of 960 hours worked, within a twelve month period, and will have no seniority rights during this

period. Upon completion of the probationary period, a new employee will have the employee's seniority dated back to the employee's last date of hire.

13.02 During the probationary period referred to above, the employee will be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Company.

#### **ARTICLE XIV - SENIORITY**

14.01 Seniority as referred to in this Agreement, will be on a plant wide basis. The Company will compile Seniority Lists every three (3) months. A copy of such Seniority List will be posted in the plant and a copy given to the Union. A subsequent seniority list, including addresses, postal codes, telephone numbers and rates of pay will be provided to the Union Area Office on or about December 31st of each year.

14.02 Employees will accumulate seniority when absent from work, under the following conditions.

(a) During the first six calendar months of any absence due to layoff, leave of absence, non-occupational accident or sickness for employees having 5 years seniority or less as of the date the absence commenced;

(b) During the first twenty-four calendar months of any absence due to layoff, leave of absence, non-

occupational accident or sickness for employees having over five years seniority as of the date the absence commenced.

Note: 2 Present employees under 5 years' seniority at Ratification Date shall be grandfathered with existing language.

14.03 Seniority rights of an employee will cease and his employment will automatically terminate when:

(a) the employee is discharged, and not subsequently reinstated through the grievance or arbitration procedure;

(b) the employee resigns

(c) for an employee with five (5) years or less of seniority at the time of lay-off, the employee has been on lay-off for a continuous period of one (1) year, and for an employee with more than five (5) years of seniority at the time of lay-off, the employee has been on lay-off for a continuous period of two (2) years. Note: Present employees under 5 years' seniority at Ratification Date shall be grandfathered with existing language.

(d) the employee has been on layoff for a continuous period of less than the period outlined in 14.03 (c) and who, when notified by registered mail or by telegram addressed to the last address the employee has recorded with the Company, fails to notify the Company within three working days excluding date of mailing that the employee is intending to return to work and unless the

employee returns to work as soon as possible after receiving notice and in any event within seven days of the mailing or other communication of such notice;

(e) the employee fails to report back to work after the expiration of the term of a leave of absence or any extension thereof granted by the Company;

(f) the employee is absent from scheduled work for more than two consecutive working days without contacting the Employer, unless unable to contact the Employer due to exceptional circumstances.

(g) the employee uses such leave for any other reason than the one for which it was granted

14.04 Any employee returning to the bargaining unit will be added to the seniority list as a new hire. This employee will return to the lowest classification unless there is a vacant position to which there are no successful applicants.

14.05 The President will have top seniority while holding the office of President in the Local Union, provided, however, that the President has the ability to perform the available job.

## **ARTICLE XV - PROMOTIONS AND LAYOFFS**

15.01

(a) When an opening occurs in one of the job classifications set forth in this Agreement (or one hereafter added to those set forth), which is to be filled

on a permanent basis, or not otherwise filled as per the Letter of Understanding – Recall and Job Opportunities Process, employees will be given opportunity for promotion into such an opening on the basis of their seniority, subject to the employee being capable of satisfactorily performing the work. The Company will properly familiarize the successful applicant with the duties of the classification. Whenever there are no qualified applicants for a vacancy, the Company may fill the vacancy by transfer in accordance with this Agreement or by a new hire. If the employee is unable to perform the duties of the classification within a five day familiarization period, the employee will be returned to the employee's former job. Individual jobs in a labour grade will be posted separately with the addition of "and other duties as assigned". The Company will not consider the experience gained as a result of a temporary vacancy or assignment. Lead Hand positions will not be subject to the job posting provisions.

(b) If a temporary assignment exceeds thirty (30) days the parties agree to discuss whether a temporary job posting should be made except in June to August and for new jobs, in which case if it exceeds three (3) months. If the parties decide the job should be temporarily posted, the experience gained by the employee temporarily assigned will not be taken into account in the temporary vacancy selection. The Company may assign an employee to the vacancy, if any, created as a result of the temporary job posting.

15.02

(a) A Lay-off shall mean a reduction in the Employee's regularly scheduled hours in the calendar month for a total number of hours that is more than the

hours of one half of his/her regular shift (ie. 5 hours for 10 hour shift, 4 hours for 8 hour shift, etc.).

(b) In lay-offs exceeding the hours in (a) in a calendar month, up to 3 working days, employees whose job has been deemed by the Company not to be necessary will be allowed to take the layoff or remain in the plant and be assigned by the Company to displace a junior employee on the shift, provided that the employee is able to perform the available work and has any license or specialized skill required. During the period of such assignment under this article, the Employee shall be paid at the greater of the rate for the job he is assigned to, or his/her immediately previous job. If a complete shift is cancelled, where possible, the Company will transfer senior employees to displace junior employees on other shifts. Employees displacing a junior employee must have any license or specialized skill required to perform the work.

(c) In lay-offs exceeding 3 days, employees may bump the junior person in a job classification, on any shift, in any department providing the employee is able to perform the available work. Failing the above, the employee will exercise total plant seniority by replacing the junior person in a labour grade, providing the employee is able to perform the available work.

(d) No vacancy will be posted while employees are on layoff until the process under the Letter of Understanding – Recall and Job Opportunities Process has been completed.

(e) The Company will follow the Bumping Preference Form on file for any employee who is to be laid off under 15.02 c). When an employee specifies an entry level position (ergo assembler, janitor, plastics machine operator, press



operator, racker/unracker and slide assembler) he/she will be placed in that position in accordance with the Form, and will have a 14 calendar day trial period. The employee will only continue beyond the first 7 days if they have demonstrated progressive improvement towards being able to perform the work. At the end of the trial period, either the Employer or Employee may decide that the Employee cannot perform the work. In such case, in accordance with 15.02 (c), the Employee shall exercise total plant seniority by replacing the junior person in a labour grade, providing the employee is able to perform the available work.

(f) When changes occur to the Bumping Options, a new list will be posted on the bulletin board. Employees may change their Bumping Preference Form in accordance with the Bumping Preference Form Procedure.

(g) Changes to the Bumping Preference Form Procedure will not be made without consulting the Union.

(h) Following a layoff, employees shall be recalled in accordance with the provisions set forth in the Letter of Understanding – Recall and Job Opportunities Process.

15.03 The parties agree that the layoff provisions of the Employment Standards Act will apply.

15.04

(a) All new jobs and permanent vacancies will be posted in the plant for two working days, unless otherwise not required by the Letter of Understanding – Recall and Job Opportunities Process. Any employee who has attained bargaining unit rights in the bargaining unit may make application for such job. In the filling of such

a new job, the Company will not be limited to selecting employees who have made application, providing no applicant has the qualifications and seniority as set out in Article 15.01. In the event that an employee has been selected to fill such a new job, then the employee will be precluded from applying for any other new job for a period of six calendar months.

(b) The Company and the Union agree that a familiarization period up to five days may not be adequate for certain job classifications. Increased familiarization periods may be instituted on the joint agreement of the parties.

#### **ARTICLE XVI - TEMPORARY ASSIGNMENTS**

16.01 Whenever an employee is temporarily assigned outside of the employee's job classification the employee will be paid as follows:

- (a) If the rate of pay in the job classification to which the employee is assigned is equal to or less than the employee's regular rate, the employee will receive the employee's own regular rate of pay.
- (b) If the rate of pay in the job classification to which the employee is assigned is higher than the employee's regular rate, the employee will receive the higher rate of pay of the job classification to which the employee is temporarily assigned.

## **ARTICLE XVII - PAYMENT ON DAY OF INJURY**

17.01 Any employee injured on the job, requiring medical attention, will be paid for the balance of the employee's shift, on the day on which the injury occurred, and if necessary the Company will provide transportation that day to hospital, doctor's office or employee's home. The rate of pay will be the regular hourly rate.

## **ARTICLE XVIII - BEREAVEMENT PAY**

18.01 The Company will grant three (3) days leave of absence without loss of pay to an employee in the event of a death in the immediate family. For the purposes of this clause "Immediate Family" will mean: Mother, Father, Son, Daughter, Grandchild, Brother, Sister, Wife, Husband, Mother-in-law, Father-in-law. The rate of pay will be the regular hourly rate.

18.02 The Company will grant a one day leave of absence without loss of pay to an employee in the event of the death of a brother-in-law or sister-in-law of the employee or his or her grandparents. The rate of pay will be the regular hourly rate.

## **ARTICLE XIX - JURY DUTY**

19.01 The Company will pay an employee who is required for jury service or who is subpoenaed as a court witness for each day of service, the difference between the employee's hourly rate for the number of hours the employee normally works on the employee's regular shift, and the payment the employee receives for jury service or as a court witness. The employee will present proof of service and the amount of pay received. An employee released from jury duty or witness duty will be required to report

for work and work the balance of the employee's regular shift. The rate of pay will be the regular hourly rate.

#### **ARTICLE XX - SHIFT PREMIUM**

20.01           A shift premium of sixty (60¢) per hour will be paid to each employee for hours worked during a second (or afternoon shift). If a third or night shift is instituted the shift premium will be 60¢ per hour. Shift premiums will be paid on statutory holidays to employees on shift work.

#### **ARTICLE XXI - REPORTING ALLOWANCE**

21.01           An employee reporting for work as usual on a regular working day, unless notified on the previous day not to report, and for whom no work at the employee's regular job is available, will be offered at least four hours employment in other work at the employee's current rate of wages, or at the Company's option will be paid four hours pay in lieu of work. This provision will not apply if the failure to provide work is caused by reason of a labour dispute or by reasons beyond the control of the Company. The rate of pay will be the regular hourly rate.

#### **ARTICLE XXII - CALL IN ALLOWANCE**

22.01           An employee who has completed the employee's regular shift and leaves the premises and is then recalled to work will receive a minimum of four hours pay at the employee's regular straight time rate or for hours actually worked whichever

is the greater. If the hours directly precede the regular hours worked then the employee will be paid for hours actually worked. The rate of pay will be the regular hourly rate. It is understood that the four hours pay referred to above is the minimum amount the employee will receive.

### **ARTICLE XXIII - BULLETIN BOARD**

23.01 The Company agrees to provide a bulletin board for the convenience of the Union in posting notices. All such notices must be signed by a proper officer of the Union and submitted to the Operations Manager or their authorized representative for approval before being posted.

### **ARTICLE XXIV - INSURANCE**

24.01 The Company agrees that during the term of this Agreement, it will provide the Insurance Benefits as set out in Schedule "B" attached hereto.

### **ARTICLE XXV - SAFETY AND HEALTH**

25.01 The Union and the Company will maintain a Joint Health and Safety Committee consisting of three (3) members elected or appointed by the Union and three (3) members appointed by the Company.

25.02 The general duties of the Joint Health and Safety Committee will be to enforce the provisions of the Ontario Industrial Health and Safety Act, and

- (a) To make a monthly inspection of the plant or place of employment for the purpose of determining

hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.

- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigation will include accidents which might have caused injury to a worker whether or not such injury occurred.
- (c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigating and inspections.
- (d) In time lost from regular working hours, the rate of pay will be the regular hourly rate.

25.03 The Company agrees to maintain its current practice with respect to providing safety shoes, safety glasses and other protective equipment for the life of this Agreement (as specified in Appendix "B").

#### **ARTICLE XXVI - LEAVE OF ABSENCE**

26.01 The Company may grant leave of absence without pay to an employee provided that such absence does not adversely affect the operations of the Plant. Leave of absence may be granted for:

- (a) Legitimate personal reasons during which time seniority will accumulate in accordance with the provisions of Article 14.02;
- (b) Legitimate Union Business upon request from the Union President or his/her designee.
- (c) Attendance at a Union Annual Convention or Conference by a maximum of five (5) employees elected or appointed by the Union provided that at least five (5) calendar days written notice in advance is given to the Company.

26.02 Pregnancy and parental leave will be granted in accordance with the Ontario *Employment Standards Act, 2000*.

#### **ARTICLE XXVII - LATENESS**

27.01 Late starting will be dealt with as follows (without limitation on the disciplinary right of the Company). For the purpose of starting work, time will be considered only in periods of 1/10 of an hour, and if an employee starts working after the starting time, to occasion a broken period of less than six (6) minutes, the employee will be penalized for the full period of the 1/10 of an hour concerned.

#### **ARTICLE XXVIII - PENSION PLAN**

28.01 The provisions of the Plan are set out in the Letter of Understanding attached to this Agreement.

The contributions made by the Company will be on a cents per hour basis for each regular hour worked, including union leave, vacation pay and statutory holiday pay as follows:

Effective February 1, 2007 - \$0.60 becomes \$0.65

**ARTICLE XXIX - APPRENTICESHIP PROGRAMME**

(Tool and Die Maker, Millwright and Electrician)

Wage Schedule

<u>Hours</u>	<u>Wage</u>
0 - 1000	55% of Labour Grade 17 maximum
1000 - 2000	60% of Labour Grade 17 maximum
2000 - 3000	65% of Labour Grade 17 maximum
3000 - 4000	70% of Labour Grade 17 maximum
4000 - 5000	75% of Labour Grade 17 maximum
5000 - 6000	80% of Labour Grade 17 maximum
6000 - 7000	85% of Labour Grade 17 maximum
7000 - 8000	90% of Labour Grade 17 maximum

After 8000 hours the apprentice upon successful completion of the examination will receive 100% of Labour Grade 17 maximum. Current employees entering the Apprenticeship Program will maintain their current wage (adjusted from time to time by increases under the CBA) until the wage in the Apprenticeship Program Scale meets or exceeds such rate.



**ARTICLE XXX - LETTER OF UNDERSTANDING**

30.01            The Letter of Understanding attached to this Agreement is a part of the Agreement between the parties.

**ARTICLE XXXI - TERMINATION**

31.01            This Agreement will become effective on the 1st day of February, 2009, and will remain in effect until the 31st day of January, 2012, and will continue in force from year to year thereafter unless in any year not more than ninety days and not less than thirty days, before the date of its termination, either party will furnish the other with notice of termination of, or proposed revision of, this Agreement.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

**WATERLOO FURNITURE  
COMPONENTS LTD.**

Ruth Phillion  
\_\_\_\_\_

Brian Riehl  
\_\_\_\_\_

**UNITED STEELWORKERS,  
LOCAL 7155**

Cesar Alvarez  
\_\_\_\_\_

Richard Machado  
\_\_\_\_\_

Jose Fernandes  
\_\_\_\_\_

Maurice Pollett  
\_\_\_\_\_

Jennine Gies  
\_\_\_\_\_

**APPENDIX "A"**  
**WAGE SCHEDULE**

**WAGE SCHEDULE**

<b>Labour Grade</b>	<b>Job Classification</b>	<b>Feb. 1, 2009</b>	<b>Feb. 1, 2010</b>	<b>Feb. 1, 2011</b>
7	Plastics Machine Operator	\$16.08	\$16.24	\$16.40
8	Janitor	\$17.24	\$17.41	\$17.58
9	Racker/Unracker	\$18.01	\$18.19	\$18.37
	Assemblers - Keyboard/Ergo	\$18.66	\$18.84	\$19.02
	Slide Assembler	\$19.05	\$19.24	\$19.43
10	Cycle Counter	\$19.10	\$19.29	\$19.48
	Power Lift Truck Operator	\$19.10	\$19.29	\$19.48
	Material Handler	\$19.10	\$19.29	\$19.48
	QA Inspector	\$19.10	\$19.29	\$19.48
	Shipper	\$19.10	\$19.29	\$19.48
	Receiver	\$19.10	\$19.29	\$19.48
	Crib Attendant	\$19.10	\$19.29	\$19.48
	Paint Line Mat.Handler/Wash System Tech	\$19.10	\$19.29	\$19.48
	Team Leader/Keyboard Assembler	\$19.10	\$19.29	\$19.48
	Lean Service	\$19.10	\$19.29	\$19.48
	Plant Wide Material Handler	\$19.10	\$19.29	\$19.48
	Shipper/Plant Wide Driver	\$19.10	\$19.29	\$19.48
	Plating Line Leader	\$19.10	\$19.29	\$19.48
11	Press Operator	\$19.42	\$19.61	\$19.80
	Roll Form Operator	\$19.42	\$19.61	\$19.80
	Spotwelder	\$19.42	\$19.61	\$19.80
	Spray Painter	\$19.49	\$19.68	\$19.87
	Chemical Technician – Grade 2	\$19.49	\$19.68	\$19.87
	Spray Painter/Assembler	\$19.49	\$19.68	\$19.87
12	Set-up Presses	\$20.11	\$20.31	\$20.51
	Set-up - Assembly Machines	\$20.11	\$20.31	\$20.51
	Set-up & Operate Assembly Machine	\$20.11	\$20.31	\$20.51
	Set-up & Operate Retainer Presses	\$20.11	\$20.31	\$20.51
	Set-up Spotwelder	\$20.11	\$20.31	\$20.51
	Set-up & Operate Spotwelder	\$20.11	\$20.31	\$20.51
	Set-up Plastics Machine	\$20.11	\$20.31	\$20.51
	Chemical Technician – Grade 1	\$20.11	\$20.31	\$20.51
13	Lead Hands	\$20.93	\$21.13	\$21.34
	Set-up & Operate Roll Former	\$20.93	\$21.13	\$21.34
	Set-up & Operate Press	\$20.72	\$20.92	\$21.12
	Set-up & Operate Plastics Machine	\$20.72	\$20.92	\$21.12
	Set-up & Operate Mig Welder	\$22.70	\$22.92	\$23.14

14	Maintenance – General	\$21.98	\$22.19	\$22.41
	Truck Driver	\$21.98	\$22.19	\$22.41
15	CNC Operator	\$22.79	\$23.01	\$23.24
	Machinist – Grade 1	\$22.79	\$23.01	\$23.24
16	Rollform Technician/Lead Hand	\$23.14	\$23.37	\$23.60
17	Tool & Die Maker – Grade 2	\$26.07	\$26.33	\$26.59
	Millwright – Grade 2	\$26.07	\$26.33	\$26.59
	Electrician – Grade 2	\$26.07	\$26.33	\$26.59
18	Tool & Die Maker – Grade 1	\$27.63	\$27.90	\$28.17
	Millwright – Grade 1	\$27.63	\$27.90	\$28.17
	Electrician – Grade 1	\$27.63	\$27.90	\$28.17
19	Lead Hand – Tool & Die	\$29.44	\$29.73	\$30.02
	Lead Hand – Maintenance	\$29.44	\$29.73	\$30.02
	Die Technician	\$29.44	\$29.73	\$30.02
	Technical Specialist	\$29.44	\$29.73	\$30.02

All wage increases shall be put into effect on the Monday following February 1 of each year.

All new employees hired after ratification into the job classification above shall have starting rates of pay, as a percentage of the regular rate as follows:

- 70% Upon Hire
- 80% After 1 year of service
- 90% After 2 years of service
- 100% After 3 years of service

**APPENDIX "B"**

**SCHEDULE OF INSURANCE**

**Life Insurance**

- effective February 1, 2008, \$33,000

**Accidental Death and Dismemberment**

- effective February 1, 2005 \$30,000

Coverage is provided for disability occurring at or away from work.

### **Weekly Indemnity Benefit**

- effective August 1, 2000, the weekly indemnity will be 66 2/3 of weekly earnings to the Employment Insurance Maximum in effect from time to time (the Employment Insurance rebate resulting from this new policy will accrue to the Company to partially offset the cost).
- Coverage is payable from the 1<sup>st</sup> day of absence due to an accident or injury or sickness if hospitalized, on the 5<sup>th</sup> day due to sickness for a maximum period of 39 weeks. Pregnancy is excluded.

### **Major Medical Expense Benefit**

No deductible - No Co-insurance

Hospital Charges - Out-Patient Only

Basic Preventative Dental Plan (Delta Basic Plan or Blue Cross or equivalent) with the Company paying 90% of the cost and the employee paying 10% of the cost.

### **Dental Plan**

Eight units per year per person of periodontal scaling will be added to the Plan.

O.D.A. Schedules

- effective April 1, 2009 increase the 2006 O.D.A. Schedule to 2007
- effective February 1, 2010 increase the 2007 O.D.A. Schedule to 2008
- effective February 1, 2011 increase the 2008 O.D.A. Schedule to 2009

The group insurance benefits are subject to the terms and conditions of the master policy for each benefit and will remain in effect for the life of the Collective Agreement,

with the Company being responsible for the payment of premiums (subject to the dental co-insurance).

**Safety Shoes:** The Company to pay \$85.00 towards the cost of safety shoes for employees with one year or more service up to one pair per contract year.

**Safety Glasses:** The Company agrees to supply and pay for C.S.A. approved industrial prescription safety lenses and frames once during the life of the Agreement (\$80.00 maximum with an additional allowance of \$20.00 maximum for bifocals).

**Family Eye Care:** The Company agrees to pay up to \$250.00 per family member once in a two year period (Feb1/08 – Jan 31/10) toward the cost of glasses, frames, contact lenses, and eye exams

**Same-Sex Benefits:** The Company will provide benefits to same-sex partners in the same manner as provided for common-law partners.

## LETTER OF UNDERSTANDING

Dear Sirs:

Re: Waterloo Furniture Components Ltd.  
and United Steelworkers

We wish to confirm the following understandings which will apply during the term of the Collective Agreement currently in effect:

1.

- (a) If the Company changes to a three shift operation, any employee whose shift is so changed shall receive a twenty minute paid lunch break while working such shift;
- (b) Employees who wish to be transferred to less onerous or lower rated jobs for health or other reasons will be given serious consideration;
- (c) All skilled trade employees (millwrights, electricians and tool and die makers) will be allowed a maximum of three hundred dollars (\$300.00) over the life of the Agreement for the purposes of repairing and/or replacing worn out tools or purchasing tools of their trade.
- (d) Pension Plan

The parties agree that the provisions of the defined contribution pension plan will contain the following provisions:

- Employees will be eligible to join the plan after one year of service with the Company.
- Vesting of funds will occur after 2 years of participation in the plan.
- A joint committee of union and management personnel will select an investment carrier for the new pension plan.
- Employees will have various investment options from which to select.
- Employees will direct the investment of both the Company contribution and their own personal contributions.
- Employees may change their investment direction twice per year.
- Contributions by the Company will be paid into the new pension plan.
- Contributions by the employees will be in accordance with the direction of the Union: i.e. Pension Plan or Group RRSP.
- Contributions made by the Company will be on a cents per hour basis, for each regular hour worked including union leave, vacation pay and statutory holiday pay.
- Contributions made by the employees will be a dollar amount.
- Employees may change the percentage of contributions to the plan twice per year.

- (e) On successful completion of pre-authorized work related courses, the Company agrees to reimburse the employee for the cost of the course.

2. Humanity Fund

The Company agrees to deduct on a weekly basis the amount of forty (40) cents per week from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. All employee deductions are voluntary and may be cancelled upon request.

3. Harassment

The Company and the Union recognize that harassment is a violation of the *Ontario Human Rights Code*. Harassment shall be as defined in the *Code*, meaning "a course of vexatious comments or conduct that is known, or ought reasonably be known, to be unwelcome", on the basis of a prohibited ground set out in the *Code*, as amended. As defined in



the *Code* every employee “has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability”.

The Company and the Union will designate one person who will be the designated Management and Union representatives for purposes of investigating allegations at the plant level.

Any employee who believes that he or she has been subjected to harassment as defined above will report such concern to the designated representative(s). Any allegation will be investigated in a confidential manner and the complainant will be advised of the results of the investigation.

If the employee is not satisfied with the investigation outlined above, the employee may appeal, within thirty days of the result of the investigation, to an Appeal Committee composed of one person designated by the United Steelworkers District 6 Director as referenced in the Union's Policy Document re Discriminatory Harassment and one person appointed by the Company.

The Committee will, as soon as possible following receipt of the written appeal, meet and review the facts pertaining to the allegation and interview such persons as are necessary in order to resolve the complaint.

Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any disciplinary action taken against such employee.

Nothing herein will deny any employee from pursuing the employee's complaint through the applicable legislative procedure. It is further understood that any complaint pursued through the internal procedure will not be arbitrable, nor will any documents, reports, discussion or information arising out of or during the procedures outlined herein be introduced as evidence or referred to in any other legislative procedure.

4. Recall and Job Opportunities

(a) All employees may complete a Job Opportunities Form and submit it to the HR Department. Laid off employees who have not completed a form must do so upon notification of lay-off. On the form employees shall rank their preference for those jobs to which they wish to be considered in the event of an opening (#1 is most preferred).

(b) If there is an opening in a position, the Company shall follow the Job Opportunities Forms as follows:

(i) The most senior active employees (meaning actively at work) who ranked the open positions and are capable of performing the work shall be placed in

the positions until all of the active employees' rankings are exhausted. If there remains any unfilled openings, then the senior active employees who ranked the open position and are not presently capable of performing the work, shall in order of seniority be offered opportunity to be trained in the performance of the position before the position is offered to employees on lay-off or to a new hire.

- (ii) If there remains any unfilled openings, then the most senior employees on lay-off out of the plant, who ranked the open positions, and are capable of performing the work, shall be recalled into the positions until the openings are filled. If there still remains any unfilled openings, then the senior employees on lay-off who ranked the open position and are not presently capable of performing the work, shall in order of seniority be offered opportunity to be trained in the performance of the position before the

position is offered to a new hire. The Company may temporarily fill the position with a less senior employee pending a response from the more senior employees within the recall timelines set out in Article 14.03 (iv) of the Collective Agreement.

(iii) If, following the above, there remains any open positions, the most junior capable employees on lay-off out of the plant shall be recalled to the position regardless of their Job Opportunity preferences.

(c) The Parties may meet to review and revise this process during the life of the Collective Agreement.

5. Students

The parties acknowledge that persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period do not share a community of interest with the full-time bargaining unit.

The Company does, however, recognize that the Union represents the part-time employees and students set out above.

The parties, therefore, agree that the following Articles will apply to such employees:

Article I

Article II

Article III

Article VIII

Article XVII

Article XXXI

The probationary period will be ninety days worked within a twelve month period.

For vacation pay and paid holidays, the parties agree to comply with the provisions of the Employment Standards Act and Regulations thereunder as amended from time to time.

The discharge of a student or part-time employee will be at the sole discretion of the Company and will be deemed to be for just cause.

**Wages** - students and part time employees will be paid an hourly wage that is at least \$9.00, or the minimum wage, regardless of the work being performed

6. **Back-Up Training**

The parties recognize the need for Back-up Training. When Back-up training is required by the Company for a position, the following process will apply:

- (a) When the need for a Back-up person occurs, a Job Posting will be posted inviting employees on the same shift (plant wide), who wish to perform this work on an occasional basis, to apply.
- (b) The Company will determine the number of Back-up persons required. Back-up positions will be awarded to the most senior applicant, subject to production requirements, convenience, efficiency of operations and previous work experience.
- (c) For Lift-Truck Back-up positions, training will be provided if the successful applicant is not licensed.
- (d) The Back-up work shall be shared among those employees in the Back-up positions as equitably as is practical, recognizing that the Back-up in the same department will be given first consideration.
- (e) Experience gained in Back-up positions will be considered in the filling of an available position.

7. Incentive System

The Parties agree that, should the Company desire to reintroduce the incentive pay system, the language in the previous collective agreement shall be reinstated. The Parties further agree that the Company reserves the right to establish production output requirements. Any changes to the requirements shall be communicated to the affected employees. When requested by the Union, the Company will provide its justification for any increase in the production requirement, which may be increased due to changes made in the methods, materials, tools, equipment, or where such

rate has not been adjusted to reflect prior changes, or where a reasonable production requirement has not been previously established.

8. WSIB & Workers with Disabilities

A Joint Early and Safe Return to Work Committee will be maintained by the Company and Union throughout the life of the Collective Agreement.

9. Heat Relief Policy will be changed as follows:

(a) Clothing allowance factor will be reduced to one (1).

(b) Break times will be as follows:

Up to 26.7 TLV      continuous work

26.8 to 28.0 TLV    50 minutes of work/10 minutes of rest

28.1 to 29.4 TLV    45 minutes of work/15 minutes of rest

29.5 to 31.1 TLV    40 minutes of work/20 minutes of rest

(c) The Company may automate the WBGT reading.

10. It is agreed that the new overtime procedure will be reviewed periodically by the Union and Management and on joint agreement changes will be made as necessary.

**Letter of Understanding Re: Sample Department**

At negotiations the Union raised the issue of production work being performed in the sample department, by non-bargaining unit employees.

The Parties recognize that Sample Work is not included within the scope of the bargaining unit. However, in order to more clearly define who should perform the work for the Sample Department, the parties agree as follows:

1. "Production Work" shall mean work that has a Work Order or Kanban Card and shall be performed by bargaining unit employees.
2. "Sample Work" involves a limited manufacture of sample and prototype parts that are to be used by the Company to assist in soliciting work from customers and potential customers and to enable them to determine if the parts are to specification and suitable for their purposes. This work shall continue to be performed by non-bargaining unit employees.
3. Production work may be performed on the plant floor, or in the "Sample Room". Regardless of location, such Production Work will be performed by bargaining unit employees. If the production work must be performed in the sample room, once the job is set up and the quality verified, the work will be performed by bargaining unit employees.

**MISCELLANEOUS**

All wage increases shall be put into effect on the Monday following Feb 1 of each year.

No Amendments to the collective agreement are retroactive unless expressly stated.

Terms of Employment for NEW HIRES as set out in attached Schedule A.

**WATERLOO FURNITURE  
COMPONENTS LTD.**

Ruth Phillion

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Brian Riehl

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**UNITED STEELWORKERS,  
LOCAL 7155**

Cesar Alvarez

---

Richard Machado

---

Maurice Pollett

---

Jeninne Gies

---

Jose Fernandes

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## SCHEDULE A

### FOR NEW EMPLOYEES HIRED AFTER RATIFICATION:

#### 1. INSURANCE:

**New Employees hired after Ratification in the New Labour Grades (G1 –G6, set out below) shall have the following benefits for the first three (3) years of their employment, and thereafter shall have the benefits set out for the Employees that were employed at Ratification:**

#### Benefits

Life Insurance	\$15,000
AD&D	\$15,000
Weekly Indemnity	66-2/3 to EI Max 39 week maximum duration 1st day for injury/hospitalization; 5th day for illness
Dental	80%/20% coinsurance (on each claim employer pays 80%,employee pays 20%) ODA Schedule (as for existing employees)
Prescription Drugs/Major Medical	80%/20% coinsurance (on each claim), otherwise (as for existing employees)
Safety Shoes	\$85.00/year – reimbursement (as for existing employees)
Safety Glasses	\$80.00/year with additional \$20 for bifocals (as for existing employees)
Family Eye Care	\$250 per family member once per 2 year period (as for existing employees)
Pension	\$0.40/hr worked as per Article 28.01

**2. WAGES:**

**(a) Rates of pay for employees hired after Ratification for Slide or Keyboard/Ergo Products \*:**

<b>Upon Hire</b>	<b>After 1 Year of Service</b>	<b>After 2 Years of Service</b>	<b>After 3 Years of Service</b>
<b>70%</b>	<b>80%</b>	<b>90%</b>	<b>100%</b>

\* Employer may at its discretion pay a higher rate, up to the job rate for Employees hired into Grades 17, 18 and 19.

**(b) Rates of pay for employees hired after Ratification for new products (not Slide or Keyboard/Ergo Products):**

<b>Job Grade *</b>	<b>Ratification</b>	<b>Feb. 1, 2010</b>	<b>Feb 1, 2011</b>
G1	11.00	11.11	11.22
G2	11.50	11.62	11.73
G3	12.00	12.12	12.24
G4	12.50	12.63	12.75
G5	13.00	13.13	13.26
G6	13.50	13.64	13.77

\* Employer shall at its discretion determine the type of work to be performed in the new Grade for the new products to be manufactured. In the event an existing employee (an employee employed at the Ratification Date) is on lay-off at Ratification, or is laid-off after Ratification, from Classifications that existed at Ratification, that employee may elect not to bump, and/or not to be recalled into the new G1-G6 Job Grades, and by making such election the employee shall not be deemed to have abandoned his/her employment and shall otherwise maintain recall rights as set out in the Collective Agreement.