

# **Collective Agreement**

**Between**

**Communication, Energy & Paperworkers Union of Canada  
Local 819**

**and**

**Henkel Canada  
Consumer Adhesives**

**Begins:  
01/01/2003**

**Terminates:  
12/31/2005**

**02439 (07)**

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## **ARTICLE 1**

### **RECOGNITION AND DEFINITIONS**

- 1.01** The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in Brampton, Ontario, save and except foremen, persons above the rank of foreman, clerical staff, quality control and research staff, sales representatives, students employed during the school vacation period, and persons regularly employed for not more than twenty four (24) hours per week: which unit was certified by the Ontario Labour Relations Board on September 5, 1968.

Students employed during the summer vacation periods who accept employment with the Company at the end of their last period of summer vacation employment, shall be credited with all hours worked during their last summer vacation period of employment for the purposes of Article 9.01.

Students employed during the summer vacation period, save and except where specific skill sets or business circumstances demand, will not be exclusively assigned to day shift hours where the work being attended to by employees is subject to shift rotation.

The parties agree and recognize the wide fluctuation of volume and delivery times and schedules of the Company's product and the effect on the personnel requirements to meet such delivery and production schedules and responsibilities.

Accordingly, the parties agree that notwithstanding the first paragraph of Article 1.01 of this Collective Agreement, the Company shall have the right to engage temporary or agency employees who will not be covered by the Collective Agreement. If a temporary or agency employee is engaged for longer than 360 hours worked after the date of ratification of this Collective Agreement, in a twelve month period, the individual may be considered for employment and if hired by the Company, the Company will recognize that individual as having completed their probationary period and achieved a seniority level of 360 hours worked towards their probationary period. However, prior to the individual being offered employment, the Company will treat such opportunity as a job vacancy as in accordance with Article 21. The Company shall not engage temporary or agency employees if there are bargaining unit employees on layoff who possess the necessary qualifications to perform the available work.

- 1.02** The word “employee” or “employees” whenever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, save and except where the context otherwise provides.
- 1.03** Any obligation imposed upon the Union by this Agreement shall be the joint and several obligations of:
- (a) Communications, Energy and Paperworkers Union of Canada
  - (b) its Local No. 819; and
  - (c) Henkel Canada Corporation, Consumer Adhesives Unit of Local No. 819.

- 1.04** The Henkel Canada Corporation, Consumer Adhesives unit of said Local No. 819 shall be a separate unit composed solely of employees of the Company.
- 1.05** Employees of the Company outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit except in:
- (a) an emergency;
  - (b) training or instruction of employees;
  - (c) the absence or non-availability of a regular employee in those cases where such absence or non-availability is not due to a lay-off;
  - (d) testing equipment or processes;
  - (e) pilot projects.
- 1.06** The Employer, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or handicap as these terms are defined by the Ontario Human Rights Code.

The parties agree that there will be no intimidation, discrimination or coercion exercised or practised by either of them or their representatives or members because of the employee's membership or non-membership in the Union. The terms and obligations contained in the Article shall be interpreted in accordance with the provision of the *Ontario Labour Relations Act, 1995*.

- 1.07** Except as otherwise provided herein, no union activities shall be conducted on the Company's premises during working hours.

## **ARTICLE 2**

### **UNION SECURITY**

- 2.01** All employees of the Company covered by the terms of this Agreement shall be required, as a condition of continued employment, to become members in good standing of the Union upon completion of one (1) month's employment and to sign a form authorizing the Company to deduct monthly union dues from their first pay period commencing with the second month of their employment and from the first pay period of each month thereafter, as well as any initiation fees as established by the Union from time to time.

Students employed during the school vacation period shall also be required to sign a form authorizing the Company to deduct monthly union dues from their first pay period commencing with the second month of their employment and from the first pay period of each month thereafter.

The Company shall make such deductions in accordance with an employee's executed dues deduction authorization form and remit same to the Union Secretary Treasurer, together with a list of all employees and students employed during the summer vacation period from whom deductions were made and so remitted. Such monies so deducted shall be remitted by the Company to the Union on or before the end of the month in which the deductions were made.

The Union will have the opportunity to conduct a union orientation, of up to thirty (30) minutes, with all new employees in the bargaining unit. This orientation will be scheduled with the regular induction process.

- 2.02** The Company shall not be obligated to pay the Union any dues or initiation fees which it is unable to deduct as aforesaid, and the Union shall indemnify and save the Company harmless against any and all claims arising out of the deductions made by the Company.
- 2.03** The Union recognizes the principle that Company workers in positions outside of the collective bargaining unit should not be members of the Union and should not pay dues and, accordingly, the Union agrees that the Union will not accept such worker as a member and that any employee of the Company who is a member of the Union and who is promoted or permanently transferred to a position outside the collective bargaining unit must withdraw from membership in the Union four (4) months after such promotion or transfer.

Seniority will continue to accumulate for the four (4) months. Such employees shall have the right to return to the bargaining unit within the four month period at the Union's discretion.

- 2.04** For the purposes of this Article 2, "member in good standing" shall mean a member of the bargaining unit who has completed the probationary period and pays monthly dues and initiation fee.

- 2.05** No employee covered by this Agreement will enter into any individual contract or agreement with the Company concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

### **ARTICLE 3**

#### **NO STRIKES OR LOCK-OUTS**

- 3.01** In view of the orderly procedure for settling differences, the Company agrees that it will not cause or direct any lock-out, and the Union agrees that there will be no strike during the term of this Agreement.
- 3.02** The word "strike" and the word "lock-out" shall have the meaning given those words in the *Ontario Labour Relations Act, 1995*, as amended from time to time.

### **ARTICLE 4**

#### **REPRESENTATION**

- 4.01** The Company agrees to recognize a negotiating committee of not more than four (4) in number, all of whom shall be employees of the Company with a minimum of one year's seniority, duly elected or appointed by the Union to represent the Union in negotiations with the Company.



- 4.02** The Company further agrees to recognize up to a maximum of five (5) Union Stewards, all of whom shall be employees of the Company with a minimum of one year's seniority and one of whom shall be the Chief Union Steward, involved for the purpose of considering and disposing of grievances and/or complaints in accordance with Article 5.
- 4.03** A National Representative of the Communications, Energy and Paperworkers Union of Canada shall be entitled to attend any negotiating or grievance meeting with the Company at the request of either party.
- 4.04** The Union shall notify the Company in writing of the names of such negotiating committee, Union Stewards and Local and Unit Executive Officers at the time of their appointment or election, and the Company shall not be required to recognize any such individual in said capacity until it has been so notified. Whenever a change takes place, the Union shall notify the Company, in writing, of the names of those designated as members of the negotiating committee, Union Stewards, and its Local and Unit Executive Officers, whether permanent or temporary. The Company shall notify the Union of any committees with which the Union will be dealing.
- 4.05** It is agreed that a Union Steward will be allowed reasonable time, without loss of pay, to investigate and settle grievances during regular working hours, provided that permission has first been obtained from their supervisor.

- 4.06** The Company shall notify the Union by way of deposit in the Union's mail folder and employees by way of posting, of the names and positions of members of management to whom employees report.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

- 5.01** Should a dispute, complaint or grievance arise as to the interpretation, application, administration, or alleged violation of this Agreement, there shall be an earnest effort on the part of the parties hereto to settle same through the following steps:

#### **STEP 1**

The dispute or grievance shall first be taken up orally within seven (7) working days of the occurrence, by a conference between the employee(s) and the member of management they directly report to. A verbal decision shall be rendered within five (5) working days of the conference.

#### **STEP 2**

If the dispute or grievance is not satisfactorily settled by Step 1, then the dispute or grievance may be reduced to writing and presented, within five (5) working days of the answer at Step 1, to the next appropriate management level or designee. Should there be more than one (1) member of management present at the conference, the Union may, at its discretion, have an equal number of Union Stewards attend.

Management shall render a decision in writing stating the reasons therefore, within five (5) working days of receipt.

### **STEP 3**

If such dispute or grievance is not satisfactorily settled by Step 2, then the dispute or grievance may, within an additional two (2) working days, be further presented in writing to the Director of Manufacturing or their designee. A conference shall be held within ten (10) working days from receipt of the grievance between the Union Steward and Company. A decision in writing shall be rendered within five (5) working days of the conference.

### **STEP 4**

If such dispute or grievance is not satisfactorily settled by Step 3 within an additional five (5) working days, then the dispute or grievance shall be submitted to arbitration if either the Union or the Company so requests in writing within an additional thirty (30) days. If such request for arbitration is made, then the arbitration shall proceed before a single arbitrator in accordance with Article 8 hereof. Such written request shall propose three (3) potential arbitrators.

- 5.02** An employee has the right to be represented by a Union Steward at all steps of the grievance procedure. The employee involved in the particular dispute or grievance may be present at Steps 2, 3 or at the arbitration only at the request of either the Company or the Union.

- 5.03** Every dispute or grievance shall be conclusively deemed abandoned unless the grievance procedure set forth above is timely followed, it being understood that the time limits set forth above are of the essence.
- 5.04** The Union or the Company may initiate a grievance in writing at Step 3 of the grievance procedure. Such grievance shall be a policy grievance in connection with the administration, interpretation, alleged violation, or application of this Agreement.
- 5.05** The time limits set out in this Article 5 may be extended only by mutual agreement of the parties.
- 5.06** The parties agree that the directions of the Company which are the subject of a dispute or grievance shall be complied with pending the processing and arbitration of such dispute or grievance.
- 5.07** An employee summoned for a meeting will be told if the meeting is to be for disciplinary reasons. If so, or if a discussion evolves into a disciplinary meeting, the supervisor shall inform the employee of their right to request the presence of a Union Steward.

## **ARTICLE 6**

### **MANAGEMENT OF THE PLANT**

- 6.01** The Company shall have the full and exclusive management of its plant and business and the direction of the working force including (without limiting the generality of the foregoing but subject to seniority and grievance provisions in cases of lay-offs, promotions, demotions, disciplinary actions and discharges or transfers, permanent or temporary) the right to establish rules and regulations governing the conduct of employees on company time or company property, and all matters relating to size and personnel of the work force, work schedules, promotion and the right to hire, suspend, lay off, and to discharge, discipline or demote for just cause, and the right to change (temporarily or permanently) an employee or employees from one position to another, including the transfer from one department to another, and also including all matters relating to operations, and the right to suspend operations in whole or in part for any period.
- 6.02** The Company agrees that these functions will be exercised in a manner not inconsistent with the provisions of this Agreement.

- 6.03** The Company shall have the right to retire employees under the pension plans referred to herein whenever an employee is eligible for retirement thereunder, and upon such retirement under such plans the employee in question shall cease to work for the Company and such cessation shall not be deemed a discharge which is the subject of a grievance or arbitrable under this Agreement.

## **ARTICLE 7**

### **DISCHARGE OR DISCIPLINE**

- 7.01** In the event of a claim that an employee has been discharged or suspended, unjustly or unreasonably, a grievance may, at the Union's option, be filed at Step 3 of the grievance procedure within seven (7) working days of such discharge or suspension.

The termination of a probationary employee is at the sole discretion of the Company. The Union agrees that the discharge of a probationary employee is not subject to the criteria of "just cause".

- 7.02** If it is determined or agreed, at any step in the grievance procedure or determined by an arbitrator, that any employee has been disciplined or discharged unjustly, the management shall return such employee to the job without loss of seniority and shall pay the amount that would have been earned if the employee had worked, less any amounts otherwise earned, or the parties or the arbitrator, as the case may be, may dispose of the matter by any other arrangement which, in the opinion of the parties, or in the opinion of the arbitrator, is just and equitable.

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- 7.03** When a disciplinary notation is issued to an employee by way of warning, suspension, or discharge, a copy of the disciplinary notation will be forwarded to the Recording Secretary. Warning and suspension disciplinary notations shall be removed from the employee's disciplinary file and shall not be relied upon by the Company twelve (12) months from the date of issue of the last disciplinary notation.

## **ARTICLE 8**

### **ARBITRATION**

- 8.01** The arbitrator shall be selected by mutual agreement by the parties to this Agreement. Failing mutual agreement, within ten (10) working days of notification, as outlined in Step 4 of article 5.01, either party may request the Minister of Labour for Ontario to make such appointment.
- 8.02** The authority of such arbitrator shall be limited to the rendering of decisions as to the interpretation or application of the provisions of this Agreement with respect to the dispute or grievance referred to such arbitrator by the parties hereto. The arbitrator shall have no power to add to, subtract from, or modify in any manner, the provisions of this agreement.
- 8.03** The decision of the arbitrator shall be final and binding on the parties hereto and on the employees affected thereby. Each of the parties hereto shall bear its own expenses in any arbitration proceedings, and both parties shall share equally the expenses of the arbitrator.

## **ARTICLE 9**

### **SENIORITY**

- 9.01** Seniority shall mean length of continuous service with the Company in any capacity within the bargaining unit and shall be deemed to accumulate and be applied on a bargaining unit wide basis, save and except as otherwise provided hereinafter.
- 9.02** (a) All employees except those in Job Grades 4 and 5 shall serve a probationary period of seven hundred and twenty (720) hours actually worked, Employees in the aforementioned job classes shall serve a probationary period of nine hundred and sixty (960) hours actually worked. This provision is not to be interpreted as a guarantee that the probationary employee shall be entitled to the said hours of actual work as referenced herein. Any former employee who is rehired by the Company within twelve (12) months from their last day worked and who is hired into the job grade position they held their last day worked, shall serve a probationary period of four hundred and eighty (480) worked.
- (b) The decision whether to retain the employee's services shall be the right of the Company, and any termination occurring during the probationary period shall be deemed to be just cause for termination or release. Furthermore, probationary employees are not entitled to claim the rights and benefits arising out of seniority.



Upon completion of the probationary period the employee shall be placed on the Seniority List and credited with all service credits earned as of the last date of hire.

**9.03** The Company shall maintain a Seniority List (containing the employee's name, most recent date of hire, job grade and position) and provide a current version to the Union and Chief Union Steward and shall post a copy on a bulletin board so designated within fifteen (15) days of ratification of this Agreement and, every three (3) months thereafter. Upon the posting of the Seniority List, employees shall have fifteen (15) days in which to file complaints against their seniority standing and if no complaints are filed or if filed, complaints are satisfied, it is deemed that the Seniority List as posted or corrected is final.

**9.04** A break in seniority shall be deemed to have occurred and employment shall be terminated if an employee:

- (a) quits, resigns or retires;
- (b) is discharged and is not reinstated by agreement of the parties or the grievance and arbitration process;
- (c) fails to report for duty after a layoff or leave of absence, in accordance with the provisions of this Agreement;
- (d) is absent from work without permission for five (5) consecutive scheduled work days, without notifying the Company prior to such absence, unless the employee has a valid and verifiable reason acceptable to the Company for not having reported to work and not having contacted the Company; or

(e) has been absent due to lay-off for a period longer than eighteen (18) months.

- 9.05** Whenever it becomes necessary to effect a layoff, the Company will consider the qualifications, skills and ability of the employee to perform the normal required work in determining which employee is to be laid off or recalled from layoff and where these are relatively equal, the employee with the least seniority will be laid off (or in the case of recall, the employee with the greatest seniority). In effecting a layoff, the Company will endeavour to provide as much advance notice as possible with, absent circumstances beyond the Company's control, a minimum of forty-eight (48) hours notice prior to the commencement of an employee's next scheduled shift. The Unit Executive and Union will also be advised of the layoff and provided with the names of employees designated for layoff.
- 9.06** Notification of recall shall initially be effected by a telephone call to the employee or the person designated by the employee to receive notification. Where recall is effected by telephone, notice of recall is deemed to be received at the time telephone contact is made. In the alternative and should telephone contact not be made, notification of recall shall be effected by courier delivery to the employee's address on record. When recall is effected by courier delivery, notice of recall is deemed to be received as of the date of confirmation of attempt to deliver. An employee will be advised, at the time of contact, the date, time, shift, and job class and position the employee will be required to return to work.

While employees are encouraged to return to work as soon as possible, an employee shall have seven (7) calendar days after the date contact was made, or deemed made, to report to work.

If the Company is unable to effect telephone contact with the employee on layoff initially eligible for recall, the Company shall be entitled to recall the next employee eligible for recall and every subsequent employee eligible for recall in order of eligibility for recall until an employee has been contacted and recalled, should contact have eventually been made with an employee. The employee who has been so contacted and recalled shall be recalled only until the employee eligible for initial recall has been contacted and has reported to work within the time period as prescribed in this Article.

- 9.07** It shall be the employee's responsibility to keep the Company notified in writing as to any change of their address or telephone number so that they will be up to date at all times.
- 9.08** An employee's reinstatement after sick leave will be conditional upon the employee supplying the Company with a certificate from a licenced physician that the employee is able to return to their job position. The Company will reimburse an employee for each medical certificate requested by the Company upon receipt of said certificate and receipt.

**9.09** The order of seniority between two (2) or more employees whose seniority starts on or after the date of the execution hereof, but on the same day, shall be determined as follows:

- (a) the employee who first started work on the day in question shall have seniority over the later starter or starters of the same day; but
- (b) if two (2) or more employees start work, not only on the same day but also at the same hour, then the employee who was first interviewed shall have seniority over the starter or starters who were later interviewed.

**9.10** In the event of a lay-off, only the four (4) Unit Executive Officers, including an alternative if serving and the Company having been duly noted of same, would have "Super-seniority" provided they are deemed qualified by the Company to perform the normal requirements of the position(s) available.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

**10.01** From the date of the execution of this Agreement, the regular non-overtime work hours shall consist of a maximum of eight (8) hours of work per day and in the case where the Company introduces a ten (10) hour shift, a maximum of ten (10) hours of work per day. The non-overtime work week shall consist of a maximum of forty (40) hours of work per week.

Nothing herein shall be construed as a guarantee of any number of hours of work per day or days of work per week.

If an employee has been absent with justifiable reasons during the normal work week and is scheduled to work on their scheduled day of rest, that employee will be compensated at the appropriate overtime rate.

- 10.02** A day is defined as a twenty four (24) hour period commencing at the start of an employee's shift.
- 10.03** The work week shall be from Monday through Sunday. Employees working on seven (7) day operations on continuous shifts, or on a schedule other than Monday through Friday, in accordance with the work schedule which will be posted at least nine (9) days in advance, will have their days off during the first five (5) days of the week. Days off will be consecutive.
- 10.04** If an employee is required to work 10 hours or more in an eight hour shift, or more than 10 hours in a 10 hour shift in a day, then the employee will be allowed eight dollars (\$8.00) for supper money for such day. Payment will be made through payroll on the employee's cheque.
- 10.05** Employees in the same job grade position will be permitted to exchange shifts provided that such exchange is approved by their supervisor in advance and that no penalties are incurred by the Company. The supervisor's approval will not be unreasonably withheld.

**10.06** An employee required to change shifts in mid-week shall be given at least 72 hours written notice. If such notice is not given, the employee shall be paid at the rate of time and one-half (1 1/2) for the first eight (8) hours or ten (10) hours as applicable, of the new schedule.

**10.07** Weekend work as scheduled by the Company will be in accordance with Schedule "B".

## **HOURS OF WORK**

### **10.08 (A) Eight (8) Hour Shift - Hours of Work:**

The regular starting and stopping times for shift workers shall be as follows:

Day Shift            8:00 a.m. to 4:30 p.m.

Afternoon Shift    4:00 p.m. to 12:30 a.m.

Night Shift           12:00 midnight to 8:30 a.m.

Split shift           1:00 p.m. to 9:30 p.m.

Split shift may be applied to the Material Handler, Shipper Receiver, Turret Operator, Maintenance Helper, Maintenance/Packaging Mechanic, and Licenced Trades Person job positions. Afternoon and split shift workers will be eligible for afternoon shift premiums in accordance with Article 14.03.

**(B) Ten (10) Hour Shift -  
Hours of Work:**

The regular starting and stopping time for shift workers shall be as follows:

Day Shift            6:00 a.m. to 4:30 p.m.

Afternoon Shift   4:30 p.m. to 3:00 a.m.

**BREAK PERIODS**

**10.09 (A) Eight (8) Hour Shift -  
Break Period**

Each shift shall continue for eight and one-half (8 1/2) hours of which the employees shall, have a thirty (30) minute unpaid lunch period to be taken not later than the fifth hour following commencement of work. The starting time need not be the same for all employees on a shift. Shifts may be rotated at such intervals as the Company may see fit. When shifts are rotated the hours worked on such shift shall not be deemed work on the same day, for the purposes of overtime pay. During each eight (8) hour work day each employee shall have two (2) ten (10) minute break periods, one during each half shift. Each employee may spend the last five (5) minutes of the shift washing up.

## **(6)Ten (10)Hour Shift - Break Period**

Each shift shall continue for ten and one-half (10 1/2) hours of which the employees shall have thirty (30) minutes unpaid lunch period to be taken no later than the fifth hour following commencement of work. The starting time need not be the same for all employees on a shift. Shifts may be rotated at such intervals as the Company may see fit. When shifts are rotated, the hours worked on such shift shall not be deemed worked on the same day for the purpose of overtime pay. During each ten (10) hour work day each employee shall have three (3) ten (10) minute break periods, one during each half of the shift. The third (3rd) break will commence at the start of the ninth (9th) hour. Each employee may spend the last five (5) minutes of the shift washing up.

**10.10** Starting and quitting times may be advanced or delayed by one (1) hour.

## **OVERTIME GENERAL**

**10.11** (a) Opportunities for overtime shall be offered as evenly as possible, provided always that employees must be qualified to perform the work available.

(b) The Company will maintain an up to date record of over time worked and/or charged.



Employees requested to work overtime shall be considered to have worked the overtime for the purposes of equalization, provided that there was at least two (2) hours notice.

In the event of equality between two or more employees, seniority shall prevail. This overtime list shall be available for inspection by the Unit Executive Officers and shall be posted monthly.

- (c) When overtime work is required, it will be offered to employees as follows:
- I) To those employees who normally perform the work, starting from the employee with the least overtime hours worked, and/or charged.
  - II) If none of the employees who normally perform the work are available and willing to work the overtime, it will be offered to other qualified employees in the bargaining unit, starting from the employee with the least overtime hours worked and/or charged.
  - III) If none of the qualified employees is willing to work the overtime voluntarily, the Company may assign the most junior qualified employee. An employee so assigned will work the overtime, in the absence of an excuse which would justify the employee's absence from regularly scheduled non-overtime work.

- (d) The Company will give forty (40) hours notice of overtime required on an employee's regularly scheduled days off. However, employees working on continuous shifts will remain on the job until relieved.
- (e) For the purposes of equalization, an employee entering a job grade position on a permanent basis will be assigned the average hours of the newly assigned job grade position. In the case of a temporarily assigned employee, overtime accumulation in the temporary assignment will be carried to the employee's job grade position at the end of the temporary assignment.
- (f) In the event of an upheld complaint regarding the improper assignment of overtime, the successful complainant shall be given an opportunity to work a comparable amount of overtime at a mutually agreeable date.
- (g) An employee who is absent from work, for any reason, when overtime is being distributed and who would have been requested to work, in accordance with the overtime assignment procedures herein, will be charged with the overtime for which the employee would have otherwise been scheduled.

Employees absent for periods longer than one (1) continuous month will not be charged in accordance with the method above, but rather will be charged the average overtime hours for the job grade position upon their return to work.

**10.12** There shall be no pyramiding of overtime and hence where daily overtime, including early starting work, has been earned, the overtime work shall be paid for but once.

**10.13** Employees shall not be required to take time off to off-set earned overtime. Lists showing overtime charged or chargeable to each employee will be posted by the Company after every month.

### **OVERTIME PREMIUMS**

#### **10.14 (A) Eight (8) Hour Shift - Overtime Premiums:**

From the date of execution of this Agreement, overtime shall be paid on the following basis, except as otherwise provided:

(a) Time and one half (1 1/2) for all hours worked:

I) between the ninth (9th) and twelfth (12th) hours worked inclusive:

II) on an employee's sixth (6th) consecutive day of work in a work week.

(b) Double an employee's rate will be paid:

I) for all hours worked in excess of twelve (12) in any one (1) work day, except as provided in II) below:

II) for all hours worked in excess of eight (8) on a recognized holiday as provided herein;

- III) for all work performed on an employee's seventh (7th) consecutive day of work in a work week.
- (c) If an employee has been absent with a justifiable reason, during the employee's schedule and works on a day off, then such employee shall be paid at the applicable over time rate.

**(B) Ten (10) Hour Shift - Overtime Premiums:**

From the date of execution of this Agreement, overtime shall be paid on the following basis, except as otherwise provided:

- (a) Time and one half (1 1/2) for all hours worked:
  - I) between the eleventh (11th) and twelfth (12th) hours worked inclusive;
  - II) on an employee's fifth (5th) consecutive day of work in a work week.
- (b) Double an employee's rate will be paid:
  - I) for all hours worked in excess of twelve (12) in anyone (1) work day, except as provided in (II) below;
  - II) for all hours worked in excess of ten (10) on a recognized holiday as provided herein;
  - III) for all work performed on an employee's sixth (6th) and seventh (7th) consecutive day of work in a work week.

If an employee has been absent with a justifiable reason during the employee's schedule and works on a day off, then such employee shall be paid at the applicable overtime rate.

**10.15** The Company will notify the Unit Executive, as well as affected employees, of the introduction of any ten (10) hour shifts, at least 30 calendar days prior to the implementation of same.

## **ARTICLE 11**

### **REPORTING PAY AND CALL-IN PAY**

**11.01** If an employee reports for work as scheduled, unless notified either personally, or by notice sent to the employee's home not to report to work, and there is no work or insufficient work, the employee is entitled to four (4) hours of pay at the employee's regular hourly rate, unless the lack of work is caused by a matter not within the Company's control.

**11.02** Employees who are called back to work outside their regular hours in order to meet emergency conditions will receive the greater of:

- (a) 4 hours at the regular hourly rate for the job being performed, or
- (b) the appropriate overtime rate (1.5 or 2) for all hours worked.

## **ARTICLE 12**

### **BEREAVEMENT PAY**

- 12.01** If the spouse, child or parent of an employee dies, the Company will grant to such employee a five (5) day consecutive leave of absence, one of which days shall be the day of the funeral. The Company shall pay such employee eight (8) hours at the regular rate for each day during such leave on which the employee was scheduled to work.
- 12.02** If the brother or sister, parent-in-law, or grandparent of an employee dies, the Company will grant to such employee a three (3) day consecutive leave of absence, one of which days shall be the day of the funeral. The Company shall pay such employee eight (8) hours at the regular rate for each day during such leave on which the employee was scheduled to work.
- 12.03** In the event of the death of an employee's spouse's sister or brother, the Company will grant a one (1) day leave of absence, and for such day of leave, if the employee was scheduled to work, shall pay eight (8) hours pay at the regular rate.

## **ARTICLE 13**

### **BULLETIN BOARD - NO UNION ACTIVITY ON PREMISES**

- 13.01** The Company grants to the Union the use of a bulletin board in an accessible part of the plant for the exclusive use of the Union. Notices shall be approved by the Director of Manufacturing or their designee before posting.
- 13.02** No union activities shall be conducted on the Company's property during working hours except as provided for in Article 4.05 and Article 5.
- 13.03** Notwithstanding the above Section 13.02, the Union may hold local elections on Company premises with Company approval.

## **ARTICLE 14**

### **WAGES**

- 14.01** The job grade and positions and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement. Probationary employees shall receive a wage rate of \$1.50 below the job position rate as listed in Schedule "A". Summer students shall receive a wage rate of \$12.00 per hour. The Company will not hire more than 15 students at any one time. The Company will not engage summer students if there are bargaining unit employees on layoff who possess the necessary qualifications to perform the available work.

**14.02** If a new permanent job grade position is created or an existing job grade position is substantially changed during the term of this Agreement, the Company will establish an appropriate hourly rate and will advise the Union Chairperson. If the rate established by the Company is not acceptable to the Union and negotiations do not result in a mutually acceptable rate, then the matter may be referred to arbitration.

**14.03** The following premium differential shall be paid for the regular afternoon and night shift work and for work performed on Sunday:

- (a) A differential of \$0.90 per hour over the day wage rate otherwise payable for the afternoon shift as defined in Article 10.
- (b) A differential of \$1.35 per hour over the day wage rate otherwise payable for the night shift as defined in Article 10.
- (c) A differential of \$2.00 per hour over the daily wage rate otherwise payable for scheduled work performed on Sunday.

The above premiums will not be paid when an employee is working at an overtime rate, and afternoon and/or night shift premiums will not be paid for work performed on Sunday.

**14.04** The Company agrees to continue its Christmas gift plan of ten dollars (\$10.00) to each employee for each full year of service with the Company.



## **ARTICLE 15**

### **LEAVE OF ABSENCE**

- 15.01** The Company in its discretion may grant a leave of absence without pay to an employee, upon written request, for a period not exceeding one (1) year for personal reasons.
- 15.02** Any employee who is elected or appointed to a position with the National Union or with the Canadian Labour Congress shall, upon written request, be granted a leave of absence for the term of office, provided that not more than two (2) such leaves of absences shall be in effect at any one time. Such leave will be extended upon written request.
- 15.03** Any employee shall be granted leave of absence without pay to attend union conventions and conferences. Such leave shall be for the published time of the convention or conference plus reasonable travelling time to and from.

Such leave shall be limited to:

- (a) two (2) employees from each of Job Grade Positions 2 and 3 at any one time, to a maximum of sixty (60) working days per year.
- and
- (b) one (1) employee from each of, Job Grade Positions 1, 4 and 5 at any one time, to a maximum of forty (40) working days per year.

**15.04** During the aforementioned leave of absence in Articles 15.01, 15.02 and 15.03, seniority shall be preserved but shall not increase or accumulate except that:

(a) if the leave is for union purposes and is less than two (2) weeks, seniority shall accumulate;

and

(b) if the leave is for personal reasons then seniority shall accumulate for twelve (12) months.

**15.05** Pregnancy and parental leave will be in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

In accordance with the Act, when an employee becomes pregnant, the employee will provide the Company with a certificate from the employee's physician stating the approximate date of delivery, the nature of the work permitted, and the length of time the employee may continue to work. The employee shall be permitted to work in accordance with the physician's recommendations provided the employee is able to complete the normal requirements of the classification. If work of the nature permitted by the physician is not available or if the employee is not eligible for such work, or if the physician recommends the interruption of employment, the employee shall be immediately granted a personal leave of absence up to the maximum number of weeks permissible under the Act.

**15.06** An employee who returns from a leave of absence shall be restored to the grade position (at its corresponding straight-time rate) held prior to the leave of absence. In the event no vacancy exists in such returning employee's grade position, the returning employee shall displace the employee within the same grade position having the lowest seniority, provided that the seniority of the returning employee is higher than that of the displaced employee.

**15.07** An employee who is called to jury duty will be granted a leave of absence as is necessary and will be compensated by the Company for the difference between the payment received for such duty and the employee's regular pay. The employee shall present proof of service as a juror, as well as the amount of pay received for such service. An employee not required to be present to fulfil the jury duty shall report for work in the usual manner.

## **ARTICLE 16**

### **VACATION WITH PAY**

**16.01** Any employee who, on the 31<sup>st</sup> day of May in each year, has;

- (a) completed less than one year of continuous service with the Company shall receive vacation pay in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time;

- (b) completed one year of continuous service but less than five years of continuous service with the Company shall receive two weeks' vacation with pay equal to four (4%) percent of the amount of the employee's total wages earned, in the previous vacation year;
- (c) completed five years of continuous service but less than ten years of continuous service with the Company shall receive three weeks' vacation with pay equal to six (6%) percent of the amount of the employee's total wages earned, in the previous vacation year;
- (d) completed ten years of continuous service but less than 20 years of continuous service with the Company shall receive four weeks' vacation with pay equal to eight (8%) percent of the amount of the employee's total wages earned, in the previous vacation year;
- (e) twenty years or more continuous service with the Company shall receive five weeks vacation with pay equal to ten (10%) percent of the amount of the employee's total wages earned, in the previous vacation year.

**16.02** Annual vacation pay shall be based on an employee's total wages earned, (as defined below) in the previous vacation year up to and including the last pay period of May of the current year; payable to the employee, at the time vacation is taken, as long as the vacation time requested to be taken is provided to the Company in writing, at least one clear pay period (7 calendar days) prior to the time the vacation period is being requested.

Any remaining balance of vacation pay owed to an employee shall be paid to the employee the first pay period of each following June.

- 16.03** Total wages earned does not include the previous year's vacation pay.
- 16.04** Employees may normally be required to take vacation during any summer plant shutdown or a Christmas/New Year period shutdown. Where employees are required to take their vacation during a summer plant shutdown, the Company will afford the Union and employees a minimum of ninety (90) calendar days prior notice of same.
- 16.05** The Company will take seniority by job grade position into consideration when preparing vacation schedules, provided the Company is able to maintain a qualified workforce sufficient to perform the necessary work.
- 16.06** Vacation once earned, must be taken during the following vacation year (June 1st to May 31st) and cannot be carried forward to the next vacation year.

## **ARTICLE 17**

### **HOLIDAYS**

**17.01** The word "holidays", whenever used in this Agreement, shall mean and include only:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
Civic Holiday	Boxing Day
(2) Floater Holidays	New Year's Eve

The date of the two (2) floater holidays shall fall between December 24<sup>th</sup>, and January 1<sup>st</sup>, unless otherwise mutually agreed upon.

**17.02** Employees not required to work on the above mentioned holidays will be paid one (1) day's pay at their regular hourly rate provided that they have worked the last regular shift on the day immediately preceding the holiday and the first regular shift on the day immediately following the holiday, except where absence on such days is due to sickness, accident, lay-off, scheduled days off or prior Company approval and they have performed work for the Company in the week immediately preceding the holiday.

**17.03** Employees required to work on the above mentioned holidays will be paid at one and one-half (1 1/2) times their regular hourly rate for the first eight (8) hours worked or ten (10) hours worked where ten (10) hour shifts are scheduled as the case may be, in addition to their holiday pay.

Hours worked in excess of eight (8) will be paid in accordance with the provisions of Article 10. Hours worked in excess of ten (10), where ten (10) hour shifts are scheduled, will be paid in accordance with the provisions of Article 10. Employees scheduled to work, who fail to report for work, shall not be entitled to holiday pay unless they have an excuse for such failure acceptable to the Company.

**17.04** If any of the holidays referred to in Section 17.01 of this article fall on a Saturday or Sunday, they will be observed on the Friday preceding or the Monday following, after discussion with the Union. The observed day will be deemed to be the holiday for the purposes of this article.

**17.05** When a paid holiday occurs on a regular working day during an employee's vacation, the employee shall be entitled to an extra day vacation with pay.

**17.06** An employee who is scheduled to work a shift, other than the day shift, shall have the applicable shift premium included in their holiday pay.

**17.07** Observance of a holiday for night shift employees shall be from the commencement of their shift on the day preceding the day on which the holiday falls or the one on which it is observed, as the case may be.

## **ARTICLE 18**

### **HEALTH AND WELFARE PROVISIONS**

**18.01** The Company agrees to continue the pension plan which was in effect prior to the date of this Agreement.

Effective January 1, 1998, an employee's pension shall be calculated at the rate of twenty-seven dollars (\$27.00) per month per year of credited service up to December 31, 1997. For credited service on or after January 1, 1998, an employee's pension shall be calculated at the rate of thirty-five dollars (\$35.00) per month per year of credited service. For credited service on or after January 1, 2003, an employee's pension shall be calculated at the rate of thirty-six dollars (\$36.00) per month per year of credited service. For credited service on or after January 1, 2005, an employee's pension shall be calculated at the rate of thirty-seven dollars (\$37.00) per month per year of credited service.

Actuarially unreduced pension at age 62 effective as of January 1, 1993.

For the purposes of this clause, credited service is defined as follows:

1. For those employed on or before April 1, 1988 - length of company service.
2. For those who terminated before April 1, 1988 - no change to current service.
3. Effective January 1, 1989:



- (A) Credited service shall continue to accumulate during periods of absence up to two years while an employee is unable to work and is collecting benefits from the Workers' Compensation Board.
- (B) Credited service shall continue to accumulate during periods of absence up to six months while an employee is unable to work and is collecting benefits from the Company's weekly indemnity program.

**18.02** The Company agrees to contribute seventy-five percent (75%) of the premium cost. Eligible employees agree to pay twenty five percent (25%) of said premium cost. This will be applied against the LTD premiums first. A balance if any, will be applied against the remaining benefits. Premiums will be paid by way of payroll deductions.

- a) Weekly Indemnity Insurance:  
Weekly Indemnity Plan will provide coverage at the rate of 60% of normal base wages or three hundred and eighty (\$380.00) dollars, whichever is greater, for the first day hospitalization, first day accident, or fourth day sickness for a period of up to twenty-six (26) weeks.
- (b) Group Life Insurance - \$35,000.00.
- (c) Accidental Death and Dismemberment- \$35,000.00.

- (d) Major Medical Insurance:  
Deductible - \$25.00 family, \$15.00 single.  
**Prescription Drug Card will be provided**  
through the Shared Health Network. Up to  
a maximum of five hundred dollars  
(\$500.00) per employee every sixty (60)  
calendar months towards the purchase of a  
hearing aid as prescribed by a licensed  
medical practitioner. Up to a maximum of  
five hundred dollars (\$500.00) per  
employee, per contract year towards  
smoking cessation program and  
medication (including the patch) as  
prescribed by a licensed medical physician.
- (e) Semi-Private Hospital Coverage -  
no deductible.
- (f) Dental Coverage: under the Company wide  
plan of June 1, 1985 which includes the  
current O.D.A. schedule of fees with no  
co-insurance and the yearly deductible is  
\$15.00 single and \$25.00 family and  
dependent unit. Denture coverage will be  
added to the 1985 plan.
- (g) An employee accepted by the insurance  
carrier as being entitled to weekly  
indemnity benefits, who has not  
received any payments within two (2)  
weeks of acceptance, will be paid those  
benefits by the Company until such time as  
the benefit is paid to the employee by the  
carrier, upon request from the employee.

The employee will be required to reimburse the Company any amounts so advanced within one (1) week of receiving payment from the carrier or within one (1) week of the carrier advising that the claim is not accepted.

Before the Company advances any money, the employee will be required to guarantee in writing that the Company will be reimbursed.

(h) The Company will establish a Long Term Disability plan with the following terms and conditions:

- The benefit is subject to a 26 week qualifying disability period.
- The benefit level will be 60% of normal base wages to a monthly maximum of sixteen hundred (\$1,600.00) dollars.
- The benefit will provide for primary CPP and WSIB offsets.
- The definition of disability will be referenced within: Two (2) years - own occupation, Lifetime - total disability.
- The benefit will be payable to age 65 with an 85% all source earnings limit.

**18.03** It is agreed that the premium contribution commitment in Article 18.02 constitutes the total and only liability assumed by the Company under this agreement in respect of health, welfare and insurance.

**18.04** The Company shall not be obligated to inaugurate any other new health, welfare, sick leave, pension or other welfare provisions.

**18.05** It is agreed that an employee is ineligible to participate in any of the insured plans covered in Section 18.02 unless the employee agrees to participate in all -Weekly Indemnity, Group Life, LTD, A. D. & D., Major Medical and Semi-Private coverage.

**18.06** New employees, after successfully completing 480 hours worked towards the completion of their probationary period, will be eligible to participate in the benefit plans as outlined in Article 18, unless otherwise stated.

## **ARTICLE 19**

### **SAFETY AND SANITATION**

**19.01** The Company agrees to maintain proper sanitary and safety conditions and, for the purposes of this agreement, sanitary and safety conditions shall be proper whenever the same conform with the applicable law.

**19.02** The Company and the Union agree to maintain a Health and Safety Committee in accordance with the *Occupational Health and Safety Act* and regulations thereto as amended from time to time. The Committee shall have the powers as conferred upon them in accordance with the Act which include:

- (a) identification of situations that may be a source of danger or hazard to employees; and;

- (b) make recommendationsto the employer and employeesfor the improvementof health and safetyof employees, as well as to make recommendationsto the employer with respect to health and safety training initiatives.

## **ARTICLE 20**

### **TEMPORARY TRANSFERS**

**20.01** The Company may transfer employees to fill temporary vacancies. A temporary vacancy shall be one expected by the Company to last less than sixty (60) working days or greater if caused by any statutory authorized leave or absence and includes all subsequent vacancies caused by transfers to fill such vacancies.

**20.02** If the rate of pay for the position to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the position from which the employee has been transferred, the employee shall receive their regular rate of pay during such temporary transfer.

**20.03** If the rate of pay for the position to which the employee is transferred is higher than the employee's regular rate of pay for the position from which the employee has been transferred, the employee shall receive the higher rate of pay for the position to which the employee has been transferred, provided the temporary transfer is for at least two (2) hours in a shift.

## **ARTICLE 21**

### **JOB POSTING**

- 21.01** When a new job grade position is permanently created or additional employees are permanently required in an existing job grade position, the Company will post a notice of the vacancy for a period of five (5) working days on the plant bulletin board. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify a desire by making written application on the form provided and filing the application with the Human Resources Department within the five (5) working day posting period aforesaid.
- 21.02** In filling any posted vacancy under this Article, the Company will consider the requirements of the operations and the skills, ability and qualifications of the employee to perform the normal required work and, where these are relatively equal, seniority shall govern. If no acceptable applications are received, the Company reserves the right to hire. Applicants will be advised of the result of their application.
- 21.03** The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted but any further vacancy may be filled by the Company without posting. Should the successful applicant for such vacancy be deemed by management not to meet the position requirements, or the successful applicant within ten (10) business days elects to return to their former position, the vacancy may be filled without further posting.

In filling such a vacancy without a further posting, the Company will consider the other original applicants for the vacancy.

**21.04** A successful applicant shall not be entitled to bid on a posted job for six (6) months from the date of their successful bid, except with the Company's permission.

**21.05** Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers, temporary promotions, and temporary vacancies and jobs which become vacant while employees are on lay-off, shall not be deemed to be vacant for the purposes of this Article.

## **ARTICLE 22**

### **MISCELLANEOUS**

**22.01** The Company agrees to contribute up to one hundred and eighty (\$180.00) dollars per year towards the purchase of Company designated and CSA approved safety shoes in a contract year. The purchasing and wearing of Company designated and CSA approved safety shoes is a condition of employment. Employees who do not wear their safety shoes will be subject to disciplinary action.

**22.02** The Company agrees to provide laundered uniform changes to all employees as and where determined appropriate from time to time by the Company.

Employees who do not return their uniforms for laundering within a four week (4) period will be charged for all missing items unless the whereabouts of such items can be proved after an investigation.

The wearing of Company provided uniforms is a condition of employment. Employees who do not wear the uniforms will be subject to disciplinary action.

**22.03** The Company will make available winter jackets for use of employees required to work outside. Employees will endeavour to maintain such jackets in good condition, and the Company will replace jackets when the Company deems it necessary to do so.

**22.04** Employees in the positions of maintenance helper, maintenance/packaging mechanic and licenced tradesperson will be entitled to a tool allowance of two hundred dollars (\$200.00) per contract year.

This amount will be paid on a reimbursement basis and pro-rated for employees entering these classifications during the contract year.

**22.05** Technological change means the introduction, by the Company, of new and different or substantially changed equipment which results in a reduction of the number of employees previously required to perform the task effected. The Company shall give the Union 30 calendar days notice of any technological change.



During the notice period, the Company will meet with the unit Union Executive Officers to explain the technological change and discuss any effect it will have on the employees, with a view to minimizing such effects.

**22.06** The Company agrees to give the Union as much notice as possible but not less than three (3) months' notice of the closure or transfer of its manufacturing operations which would directly cause the layoff or termination of bargaining unit employees.

Employees so displaced shall first exercise their seniority rights as described within this Agreement.

An employee who is so displaced and is not able to exercise seniority rights shall be entitled to advance notice, or pay in lieu of notice and severance pay in accordance with the *Employment Standards Act, 2000*, as amended from time to time. Employees who have completed 27 or more years of service will additionally receive one week's severance pay (at regular rate at time of displacement) for each full year of completed service thereafter, i.e., an employee who has completed 30 years of service will receive 30 weeks of pay at the regular hourly rate.

**22.07** An employee shall be required to retire within 30 calendar days of attaining their 65th birthday.

## **ARTICLE 23**

### **NOTICES**

**23.01** Any notice or demand required to be in writing shall be served personally on an executive officer of the party for whom it is intended, or may be sent by registered mail addressed to the party for whom it is intended at the address supplied by such party, and if such notice or demand is sent by registered mail, it shall be deemed to have been duly given two (2) days after it is duly mailed in the City of Brampton, Ontario. Until written notice that different addresses are to be used: Notice or demands to the Union shall be sent to the following:

- (a) The Communications, Energy and Paperworkers Union of Canada or such other address as may be designated for such purpose by written notice given to the Company: and
- (b) The Chair of Local No. 819 of Henkel Canada Corporation, Consumer Adhesives unit of the Union, c/o Henkel Canada Corporation, 50 West Drive, Brampton, Ontario, L6T 2J4.

Notices or demands to the Company shall be sent to the following:

- (a) Director of Manufacturing (or designee),  
Henkel Canada Corporation  
50 West Drive,  
Brampton, Ontario.  
L6T 2J4; and

(b) Human Resources Manager (or designee)  
Henkel Canada Corporation  
50 West Drive,  
Brampton, Ontario.  
L6T 2J4

## **ARTICLE 24**

### **C.O.L.A.**

**24.01** Following the release by Statistics Canada of the Consumer Price Index for Canada (all items – base 1992 = 100, hereinafter referred to as the “C.P.I.”) for December of the current year, the parties shall compare the average C.P.I. for the current year with the average C.P.I. for the previous year, and calculate the percentage increase in the average C.P.I. from the previous year to the current year. Effective December 1 of each year an adjustment shall be made by the Company to the wage rates in effect on November 30 equal to one percent (1%) per one percent (1%) increase in the average C.P.I. if any, by which the increase in the average C.P.I. calculated exceeds the current year’s cumulative percentage wage increase(s).

## **ARTICLE 25**

### **DURATION OF AGREEMENT**

**25.01** This agreement shall remain in full force and effect from the date hereof to and including the 31st day of December, 2005, and shall automatically renew itself thereafter from year to year unless a written notice of desire to terminate or modify any portion or any of the terms hereof is given by either party to the other thirty (30) days prior to the expiration date of the current term. When either party gives such notice to the other of a desire to modify this agreement, within fifteen (15) days after such notice is given a joint meeting of the Company and the Union shall be held for the purpose of exchanging, discussing and negotiating such proposed modifications. Failure to agree on such modifications of this agreement shall not constitute or give rise to a difference or dispute or grievances under this agreement, and such failure to agree shall not be a matter which is arbitrable under this agreement. The party giving the other parties a notice of the proposed changes may nonetheless at the negotiating meeting add additional requests; the purpose of giving such advance notice being to facilitate the negotiations but not to limit either party.

**25.02** During negotiations with the Company, only the negotiating committee and no other persons shall be present on behalf of the Union. All members of the negotiating committee, except for the National Representative, must be employees of the Company and members of the Henkel Canada Corporation, Consumer Adhesives Unit of the Union.

## **SCHEDULE "A"**

### **SCHEDULE OF JOB GRADES AND POSITIONS**

<b>GRADE</b>	<b>POSITIONS</b>	<b>Date of Ratification</b>	<b>1/01/04</b>	<b>01/01/05</b>
1	Material Handler Shipper Receiver Turret Operator	\$18.53	\$18.94	\$19.46
2	Chemical Operator	\$19.17	\$19.60	\$20.14
3*	Packaging Operator Sweeper Janitor Maintenance Helper	\$18.14	\$18.54	\$19.05
4	Maintenance Packaging/ Mechanic	\$22.63	\$23.13	\$23.77
5	Licensed Trades Person	\$24.76	\$25.31	\$26.00

\* subject to Letter of Understanding re: Packaging Operator

- A Lead Hand shall be paid a premium of Ninety-Five cents (\$0.95) per hour. The position shall be posted in accordance with Article 21 save and except Article 21.03 which shall be amended in part, to reflect sixty (60) business days as opposed to ten (10) business days.

- Licenced trades persons is defined as a valid licence which is issued by a Canadian governmental body and is pertinent to the function they are performing.
- The Company will pay valid licence fees as required for Grades 4 and 5.
- Government certified forklift trainer will be paid Lead Hand Premium for conducting forklift training.
- Retroactive pay will be for all hours worked between January 1, 2003 and the date of ratification of this Collective Agreement, based on the general wage increase in Schedule "A", and not on wage adjustments for the new grade positions.

## **SCHEDULE "B"**

### **WEEKEND WORKER**

#### **■. General**

The Collective Agreement is amended to the extent necessary to incorporate the following provisions. Wherever the terms of Schedule B conflict with provisions of the Collective Agreement, the provisions of Schedule B shall prevail. Without limiting the generality of the foregoing, the following clauses of the Collective Agreement shall be inoperative with respect to weekend work and weekend workers except where it is specifically noted to the contrary:

Article 9 & Article 10

## **Introduction and Staffing**

- a) The Company will provide a minimum of four (4) weeks advance notification of its intention to introduce or cancel weekend work as provided for in this Schedule.
- b) The Company will endeavour to staff weekend work on a voluntary basis with first preference given to senior employees who possess the necessary skills, ability and qualifications.
- c) Where an insufficient number of employees volunteer, the Company will assign the employee (s) with the least amount of seniority to the weekend work.

## **2. Hours of Work**

- a) A weekend worker is defined as an employee who is scheduled to work on Saturday and Sunday.
- b) Employees whose normal shift hours are set out in Article 10 of the Collective Agreement shall be referred to as weekday workers.
- c) Weekend workers may be scheduled to work on weekday shifts for the purpose of training, or on an overtime basis.
- d) A weekend is defined as those hours between 23:45 hours on Friday and 00:15 hours on Monday. The payroll week will run from Monday to Sunday.

- e) Weekend workers shall work two (2) twelve (12) hour shifts, one on Saturday and one on Sunday. The normal shift hours are as follows:

**Schedule "A"** 23:45 hours Friday to  
12:15 hours Saturday

And

23:45 hours Saturday to  
12:15 hours Sunday

**Schedule "B"** 11:45 hours Saturday to  
00:15 hours Sunday

And

11:45 hours Sunday to  
00:15 hours Monday

- f) Each employee working weekend worker hours shall receive two (2) fifteen (15) minute paid breaks during the course of each shift, as well as a one-half (1/2) hour unpaid lunch break. This is to be given within the fifth (5) hour of the commencement of the shift.
- g) Weekend workers are not entitled to shift premiums/differentials or supper money.
- h) The Company may schedule, at its discretion, up to a maximum of sixteen (16) days on week ends for maintenance purposes. On those days, there will be no work scheduled for weekend workers.



### **3. Pay**

- (a) Weekend workers shall receive eighteen (18) hours pay at the base rate of pay for the position in which they are working as set out in Schedule A for each complete weekend shift worked (i.e. thirty-six (36) hours pay for each weekend worked).
  
- b) If a weekend worker is required to work outside of the normal weekend hours of work, they shall be paid at the rate of time and one-half the base rate of pay of the position as set out in Schedule A for each such hour worked. However, if a weekend worker is scheduled to work on weekdays for the purpose of training, such weekend worker shall be paid at the base rate for the position as set out in Schedule A.

### **4. Vacation and Vacation Pay**

Vacations and vacation pay shall be granted in accordance with Article 16 of the Collective Agreement except that for weekend workers one weekend (twenty-four (24) hours) shall equal one (1) weeks' vacation.

### **5. Holidays**

Each weekend which is not worked by a weekend worker is equal to five (5) holidays as set out in Article 7. Any such weekend not worked shall be scheduled at the discretion of the Company. In order to qualify, the weekend worker must meet the requirements of Article 17.02 as modified below.

Any balance of negotiated holidays will be paid based on eight (8) hours at the base rate of the classification as set out in Schedule A. For pay purposes, the Company will designate when the holidays are to be paid. In order to qualify for such payment, the weekend worker must meet the requirements of Article 17 of the Collective Agreement except as modified below:

*works as scheduled on the weekend immediately preceding and following the holiday, unless the employee receives a leave of absence for good cause from the appropriate supervisor or the employee is absent due to illness, in which case a doctor's certificate must be produced;*

## **6. Weekly Indemnity**

- (a) Accident and Hospitalization – One-half (1/2) the present weekly benefit for each twelve (12) hours shift missed.
- (b) Sickness – Same as above except the benefit is payable after the first twelve (12) shift missed.

## **7. Pension Plan**

Pension calculation is based on years of continuous service. For the purpose of pension calculation, each weekend shift worked is equivalent to one half (1/2) calendar week.

## **8. Jury Duty**

An employee called for jury duty shall be reimbursed by the Company for the difference between jury fees and the normal pay the employee would otherwise have received for the Saturday and/or Sunday for the actual time the employee is necessarily required to be absent from work.

## **9. Bereavement Leave**

If the five (5) day, three day (3) or one (1) day leave involves Saturday and/or Sunday, the Company will pay the normal pay rate (eighteen (18) hours pay) for the Saturday and/or Sunday involved in accordance with the provisions of Article 12 of the Collective Agreement.

## **10. Available Overtime**

- (a) Weekend Overtime – If the Company determines that over time is deemed necessary in addition to regularly scheduled weekend work, such weekend overtime shall be offered to weekday workers in accordance with the provisions of the Collective Agreement.
- (b) If an employee on a continuous shift operation is not relieved by the employee on the same operation in the succeeding shift, the employee shall continue for a maximum of two (2) hours or until relieved, whichever is the shorter period.

- (c) Weekday Overtime— Weekday overtime shall **first be offered** to **weekday** workers in accordance with the Collective Agreement. If the Company is unable to get a sufficient number of workers from the weekday worker group, then overtime shall be offered to weekend workers following the same overtime distribution provisions in Article 10 of the Collective Agreement.

## **11. Reporting Pay**

Reporting pay shall be provided in accordance with Article 11.01 of the Collective Agreement except that reporting pay will be nine (9) hours at the base rate of **pay** for the classification involved.

## **12. Seniority**

- (a) In determining the probationary period of a weekend worker under Article 9.01, a weekend shift worked will be the equivalent of twenty hours worked.
- (b) If two (2) or less consecutive weekends in a department have not been worked, affected weekend workers may exercise their seniority rights to displace a junior weekend worker in accordance with the provisions of Article 9, but shall not be able to exercise their seniority rights to displace a junior week day worker.

- (c) If more than two (2) consecutive weekends have not been worked, affected weekend workers may exercise their seniority rights to displace a junior weekend worker or a junior weekday worker in accordance with the provisions of Article 9 of the Collective Agreement.
- (d) If a weekend worker is the successful applicant for a promotion in accordance with Article 9, they shall carry their weekend seniority to the weekday job. The same rule shall apply for weekday workers who successfully obtain a weekend opening.

### **Letter of Understanding**

There shall be a labour-management committee consisting of four representatives of both the Company and Union. The labour-management committee shall meet not more than once every month at a mutually agreeable time to discuss matters of mutual concerns. When practical, each party shall notify the other of the proposed agenda items one week in advance of the meeting. The Company will advise the union representatives on the labour management committee as and where bargaining unit employees are invited or volunteer to participate in any Company initiated committees.

The Labour-management committee shall not be used as a substitute for the grievance procedure contained in this Agreement.

## **Letter of Understanding**

Employees classified as a C-1 Packer prior to the commencement of this Collective Agreement, will have an opportunity to elect within fourteen days of ratification of this Collective Agreement to perform only packer duties and responsibilities within the job position of packaging operator. If making such an election, an employee will receive an hourly rate of twenty-five \$(0.25) cents less than the packaging operator hourly rate. All employees hired, or who successfully post into the job grade position of packaging operator, subsequent to the ratification of this Collective Agreement, will be required to perform the job duties assigned to employees in the packaging operator position.

If it is determined by the Company prior to the start of a shift that sufficient Grade 3 Packaging Operator work is not available for all Grade 3 Packaging Operators (after having taken into consideration the above paragraphs), at the beginning of the shift, the Grade 3 Packaging Operators with the greatest amount of seniority will normally be assigned to perform the work available within the Grade 3 Packaging Operator position. This paragraph does not apply for the purpose of training and maintaining skill levels.

Employees presently classified as a C-1 Packer who elect in accordance with paragraph 1 above to perform only packer duties and responsibilities within the job position of Packaging Operator, will have an opportunity to make a second election as, if and when, they are subject to lay-off with no alternative opportunity to bump available to them. In this case, the effected employees will have seven (7) days from the date of notification of their lay-off to elect to perform all job duties assigned to employees in the Packaging Operator position: it being understood that employees making such an election will be afforded a reasonable familiarization period by the Company so as to allow them an opportunity to become fully acquainted with the job duties in the Packaging Operator position which they are not presently familiar with.

### **Letter of Understanding**

Employees displaced by Technological Change and who have exercised their rights under Article 9, will be provided training for the remaining positions, subject to the reasonable expectation that the effected employees can acquire the necessary skills within a thirty (30) calendar day period.

## **Letter of Understanding**

### ***Expired Collective Agreement C.O.L.A. Interpretation***

While the parties appear to be in disagreement as to the interpretation of the C.O.L.A. language, as set out in the expired Agreement, the Company is prepared, on a without prejudice basis, to make a lump sum payment to all employees who were on the payroll as of December 1, 2002 and date of ratification and have worked said period of time, of four hundred dollars (\$400.00) less required statutory deductions and, if available at law, will transfer said payment, should an employee so request, to their personal RRSP.

## **Letter of Understanding**

The Company is prepared to offer no less than ten (10) voluntary retirement incentive packages. The criteria to qualify will be based on a Factor 70 (age plus completed years of service) and eligibility to retire in accordance with the present pension plan (age 55).

Employees who are eligible to retire within 24 months after the date of ratification are not eligible to participate in this program\*. Successful applicants will receive a one time lump sum payment of \$35,000.00 in consideration for their voluntary retirement with said payment being afforded the most favourable tax treatment available at law.



Employees must indicate their interest to participate in the program in writing, to Human Resources, within 21 calendar days of ratification and will be required to provide a voluntary retirement date no later than 45 calendar days after date of ratification. Should the number of applicants exceed the number of packages made available, seniority will be the governing factor.

Individuals who participate in the program are not eligible to receive any other payment whatsoever (statutory or otherwise) in consideration of their voluntary retirement nor will said individuals be eligible to receive a payment pursuant to the Letter of Understanding regarding C.O.L.A. interpretation

- \* Revised package:
  - less than one (1) year - \$5,000.00
  - greater than one (1) year but less than two (2) years - \$15,000.00