

COLLECTIVE AGREEMENT

BETWEEN



VENTRA GROUP INC.

AND

CAW TCA

CANADA

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA (CAW-Canada) and its
LOCAL 1987**

TERM OF AGREEMENT

**Three (3) Years;
December 21st, 2010 to February 9, 2014**

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 15th day of March 1988 and clerical on the 19th day of June 1990, that is, all employees of Ventra Group Inc., in Peterborough, Ontario save and except supervisors, persons above the rank of supervisor, sales staff.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the plants and their facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, subject to the grievance and arbitration procedure provided for in this Agreement, except in the case of termination of a probationary employee. The Employer will advise the Union of any new or revised rules and regulations prior to publication;

- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall, and retire employees;
- (c) (c) Establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications;
- (d) (d) Determine the location of operations and their expansion or their curtailment, the subcontracting work, the number of shifts, starting and quitting times, the methods and processes to be employed, quality and quantity standards, the establishment of job classifications; determine the reasonable qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods and change standards, machinery and equipment, change or discontinue existing tools, equipment, machinery or processes; decide on the number of employees needed by the Employer at any time and when overtime shall be worked.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the expressed provisions of this Agreement constitute the only limitations upon the Employer's rights.

ARTICLE 4 – UNION SECURITY

- 4.01 During the term of this Agreement, the Employer agrees to deduct regular monthly Union dues or a sum equivalent to the regular monthly Union dues and initiation fees, on a weekly basis, as certified by the Union to be currently in effect according to the Constitution and By-Laws of the Union from the wages of each employee who has authorized such deductions and to remit the amount so deducted to the Financial Secretary of Local 1987 CAW, no later than the tenth day of the following month.
- 4.02 As a condition of their employment, all employees shall become and remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union and all future employees hired subsequent to that date, shall become and remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union.
- 4.03 As a condition of their employment, all employees shall be required to execute and deliver to the Employer an authorization for deduction on their regular monthly Union dues.

- 4.04 If an employee, because of illness from work due to compensable or non-compensable sickness or injury, or approved leave of absence, has no earnings during any pay period of a month, dues deductions shall be deferred to his/her next pay period, subject to Article 4.05 of this Agreement.
- 4.05 No deductions shall be made from the pay period of any employee covered by this Agreement in any pay period, where such employee worked less than a total of ten (10) hours. Paid vacation days and paid holidays will be considered as days worked for the purpose of this Article only. Employee(s) who work more than forty (40) hours in a month will be deducted a month's union dues.
- 4.06 A list of the total number of employees and their addresses along with all sums deducted pursuant to the above provisions shall be remitted by the Employer to the Financial Secretary of Local 1987 together with the above remittance. This list will contain the employee's name and clock number along with the amount of such deductions and, in the case of an employee in respect of whom no deductions were made, the reason.
- 4.07 The Union will notify the Employer in writing four (4) weeks in advance of the relevant month of any changes in the monthly deductions to be made.
- 4.08 The Employer agrees to include on an employee's T-4 slip for income tax purposes the total Union dues paid for the year.
- 4.09 The Union shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with the Article.
- 4.10 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the Employer's permission.
- 4.11 The Employer and the Union agree that non-bargaining unit employees will not perform work normally performed by bargaining unit employees, except when it is beyond the control of the Company or for engineering samples or training.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slow down or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lock-out of employees.

ARTICLE 6 – REPRESENTATION

- 6.01(a) The Employer will recognize a Plant Committee and a Plant Committee Chairperson. The Committee shall consist of three (3) persons on days, three (3) persons on afternoons and one (1) person on midnights. There shall be one (1) additional representative on the midnight shift if there is more than one area running, i.e. Injection, Assembly, Paint. The Plant Committeeperson/Chairperson shall have his/her five (5) days plus time required to conduct Union business. The Clerical Unit shall have one (1) Committeeperson The Skilled Trades will have one (1) Committeeperson.

One (1) Committee person shall be selected to represent each area of representation as mutually agreed. The Grievance Committee shall consist of the Local President, the Local Chairperson, and two (2) Committeepersons plus the Office Committeeperson. If a skilled tradesperson is not elected, the Plant Committeeperson/Chairperson will represent the skilled trade employees on the Committee. If a skilled tradesperson is elected, he/she will automatically become part of the Committee. In any case, the number of persons on the Grievance Committee will remain the same regardless. (i.e. Plant Committeeperson/Chairperson, Local President, Office Committeeperson, Skilled Tradesperson plus two additional Committee Persons.

If at anytime the active hourly employee count decreases to thirty- (30) employees or less on a shift there shall be one (1) Committeeperson on the shift and that Committeeperson shall be the senior Committeeperson. The Chairperson shall be continued as per Article 6.11.

- 6.01(b) The Company agrees to pay employees directly for all pre-authorized Union business, and the Union agrees to reimburse the Company within 30 days of being invoiced for same.

- 6.02 Areas of representation may be modified from time to time by mutual agreement between the Employer and the Union. The Union may appoint an alternate Committeeperson for each area set out in Article 6.01, who may act only in the absence of the Committeeperson.
- 6.03 Committeepersons referred to above, may investigate and process grievances in accordance with the grievance procedure set out in this Agreement.
- 6.04 The Employer will recognize a Negotiation Committee of not more than five (5) Committeepersons for the purpose of renegotiating this Agreement. The Employer agrees to recognize a representative from the National Union and/or the president of the Local Union, as part of the Negotiating Committee.
- 6.05 The Union shall notify the Employer in writing of the names of the Committeepersons and alternate Committeeperson(s) and the Employer shall not be required to recognize any such Committeeperson until it has been so notified.
- 6.06 A Committeeperson shall have acquired seniority with the Employer.
- 6.07 No Committeeperson(s) shall leave his/her work or enter the Plant on other than his/her normal shift to investigate or process any grievance or conduct Union business with the Employer without prior consent of his/her immediate supervisor. Every Committeeperson/Chairperson must advise the supervisor of any department or line in advance of entering any department or line other than his/her own. It is understood that Committeepersons will not absent themselves from their regular duties without the prior consent of their immediate supervisor. Such consent shall not be unreasonably withheld and the supervisor shall have a reasonable period of time to obtain a replacement so as to ensure that there will be no interruption of production. Committeepersons shall report back to their supervisor at the time they return to work.
- 6.08 The Union's National Representative or his/her designate will not enter any premises of the Employer without obtaining the prior consent of the General Manager, the Human Resources Manager, or their designate.
- 6.09 The Employer will pay committeepersons or the grievor at their regular, applicable hourly rate for Employer approved regular time lost in processing complaints, grievances or in the administration of this Agreement, excluding arbitration hearings, provided that the amount of time so spent is not unreasonable.

- 6.10 The Union's National Representative or his/her designate may be present at meetings between the Employer and the Plant Committee when the Plant Committee so requests. The Employer shall be so advised in advance of this meeting.
- 6.11 Committeepersons (not alternates) shall have top seniority in the bargaining unit in the event of layoff provided that they have the skill, ability and qualifications to perform the required work. In the event of such a layoff or classification reduction all contract layoff provisions will be applied to the Committeeperson but they will maintain their area of representation (zone).
- 6.12 The Union may conduct voting procedures among employees of the Employer for the election of representatives including the Executive Board, on the Employer's premises in an area and at a time agreed to by the Employer provided that all such activities are conducted during non-working hours.
- 6.13 (a) The Union will be given a reasonable period of time, not to exceed ten (10) minutes to meet with and discuss a new member's responsibility and rights under the Agreement and the Constitution of the Union. These meetings will be held one (1) time per week per shift.
- (b) The parties agree that under the provisions of Article 9.01 the discharged or suspended employee may have another employee of his/her choosing present for the sole purpose of acting as an interpreter when he/she interviews his/her Committeeperson before leaving the Employer's premises.
- (c) The Company agrees to provide to the Union a list of bargaining unit employees stating:
- 1) seniority;
 - 2) rate of pay; and,
 - 3) job classification.

The Union will receive a monthly notification stating:

- 1) employees transferred into or out of the bargaining unit;
- 2) employees laid off and recalled;
- 3) employees who have lost seniority;
- 4) employees on leave of absence or returning from leave of absence; and,
- 5) employees absent due to illness or accident or returning from same.

The Company agrees to forward to the Chairperson on a quarterly basis the names, addresses, including postal codes, and phone numbers of all employees covered by the Collective Agreement and any changes as soon as practical after receiving written notice of the change signed by the employee.

The Union will receive notification from the Company of supervisors/forepersons and department managers and their areas of responsibility. Such notification will be revised at the time of change, and in any event it will be provided to the Chairperson every six (6) months.

ARTICLE 7 – NO DISCRIMINATION

- 7.01 The Company and Union agree that there will be no discrimination or intimidation exercised or practiced by the Company, Union or its representatives against any person because of race, colour, religion, age, sex, marital status, sexual orientation, national origin, handicap, political or union affiliation, as provided in the Ontario Human Rights Code or as amended by Provincial Statutes.

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes, but is not limited to, areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry, which causes awkwardness or embarrassment.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background, etc.
- Backlash or retaliation for the lodging of a harassment or discrimination complaint or participation in an investigation of discrimination or harassment.

Sexual harassment, as a specific form of harassment, is defined as unwelcome or unwanted conduct of a physical or verbal sexual nature, and this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes, but is not limited to:

- Displaying visuals of a sexual or otherwise sexually suggestive nature such as pornographic pictures, posters, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Verbal commentary of a sexual nature, obscene comments or insults about the individual.
- Unnecessary physical contact such as touching, patting, pinching or assault.

Sexual solicitation is defined as an advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person being solicited where the person making the solicitation knows or ought to know that it is unwelcome, or where there is a reprisal or a threat of reprisal for the rejection of the solicitation by a person in a position to confer, grant, or deny a benefit or advancement.

HARASSMENT IS NOT:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, or the assessment of discipline. Neither is this policy intended to inhibit free speech or interfere with normal social relations.

FILING A COMPLAINT:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, locations, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor, Union representative or others. In

this event, the victim may seek assistance by reporting the incident directly to any Company official or Union representative.

INVESTIGATION:

Upon receipt of the complaint, the supervisor, Company official or Union representative contacted will immediately inform their Union or Company counterpart and together they will interview the complainant and advise them immediately whether the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of the complaint will be forwarded to the Human Resources Manager, the Plant Chairperson and the Local Union President.

The Plant Chairperson, the Local Union President and the Human Resources Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one person of the same gender as the complainant.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

RESOLUTION:

The joint investigators will then complete a report on the findings of the investigation and a copy of the completed report will be forwarded to the Human Resources Manager and the CAW Chairperson and Local Union President who will make a determination with regard to an appropriate resolution. The Human Resources Manager and the Plant Chairperson will attempt to resolve the matter within ten (10) working days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the second step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the second step of the Grievance Procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and shall be discouraged by the Company and the Union.

All documentation is to be handled in a confidential manner and to be secured in a location agreeable to the Human Resources Manager and the CAW Chairperson.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

TRAINING:

The Company agrees to provide all seniority employees with anti-harassment and anti-discrimination training for a reasonable time frame. The Company and the Union shall mutually agree upon the provider of this training.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for settlement of grievances. Subject to the limitations that probationary employees shall not be allowed to grieve or refer to arbitration any matter relating to discharge unless discharge is enacted in an arbitrary manner or in bad faith or contrary to Article 7 any complaint between an employee and the Company arising from the interpretation or alleged violation of this Agreement shall be considered as a grievance and shall be dealt with as speedily and effectively as possible with the following procedures.

Step I An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall first take the matter up with his/her Superintendent/Manager or designate, through his/her Committee person in a private office. It is the Company's intention to accommodate employee requests for union representation within four (4) hours of the request being received by an employee's direct supervisor. However, the parties recognize that circumstances may arise from time to time that may prevent the Company from accommodating requests for union representation within four (4) hours. In the event that this timeline cannot be met, the requesting employee's supervisor will explain the reason(s) for the delay to the employee and the union representative. Such a complaint shall be brought to the attention of the immediate Superintendent/Manager or designate within two (2) working days of the time when the incident given rise to the complaint became known or ought reasonably to have become known to the employee. The Superintendent/Manager or designate shall respond orally by the end of the next working day following oral notification to the Superintendent/Manager or designate. If the Superintendent/Manager or designee's response is not satisfactory to the Union,

the grievance shall then be submitted in writing to the Superintendent/Manager or designate by the Committeeperson not later than the second working day following the day provided for the Superintendent/Manager or designee's oral response. The Superintendent/Manager or designate shall have until the end of the third day following receipt of the written grievance, to provide a written response to the grievance.

Step II If the decision of the Superintendent/Manager or designate is not satisfactory to the Union, the Union may appeal in writing to the Human Resources Manager within five (5) working days of the Superintendent/Manager or designee's decision. Thereupon the grievance shall be placed upon an agenda for consideration at a conference between the Human Resources Manager, Assistant General Manager and the Grievance Committee which shall be held within thirty (30) calendar days of the Superintendent/Manager or designee's decision. Management's decision on the grievance shall be given in writing within five (5) working days following the conference and if the decision is not satisfactory to the Union the grievance may be submitted to arbitration.

8.02 (a) The agenda for the conference provided in Step II above shall be supplied by the Chairperson to Human Resources Manager at least forty-eight (48) hours before the conference at which the appeals thereon are listed for discussion.

(b) The time limits foreseen at the various steps of the grievance procedure may be extended by mutual consent, in writing, by both the Company and the Union.

8.03 **Policy Grievance**

The Union or the Employer may initiate a grievance beginning at Step II of the Grievance Procedure. Such a grievance shall be filed within ten (10) working days of the incident-giving rise to the complaint or the union first becoming aware of the complaint and be in the form described in Step I. Any such grievance may be referred to arbitration under Article 10 by either the Union, in the case of a Union grievance, or the Employer, in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute and the regular Grievance procedure shall not thereby be by-passed.

8.04 Any complaint or grievance, which has not commenced or processed through the next stage of the Grievance or Arbitration procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement, in writing, between the Employer and the Union.

8.05 **Group Grievance**

A series of identical, individual grievances may be dealt with as a group grievance commencing at Step I of the Grievance Procedure.

- 8.06 An employee who has completed his/her probationary period and who is suspended or discharged may file a grievance at Step II of the Grievance Procedure within five (5) working days after such discharge or suspension.
- 8.07 If the above grievance is not settled and duly comes before an arbitrator, the arbitrator may make a ruling, subject to Article 10:
- a) Confirming the Employer's action;
 - b) Reinstating the employee with or without compensation for lost time. The arbitrator shall consider the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his/her case, or
 - c) Disposing of the grievance in any other manner, which may be just and equitable.
- 8.08 Any employee who is reinstated shall not lose his/her seniority status. All grievance settlements and/or roll-backs will be paid within 2 weeks of settlement.

ARTICLE 9 - DISCIPLINE

- 9.01 An employee who is discharged or suspended shall be given a reasonable opportunity to interview his/her Committeeperson in a private area designated by the Employer before leaving the Employer's premises, unless it is necessary, because of the circumstances giving rise to the suspension or discharge, to require the immediate expulsion of the employee from the plant premises.
- 9.02 During the probationary period, any employee shall be considered as being employed on a trial basis, and may be discharged where the employee is considered, in the judgement of the Employer, to be unsuitable. The discharge of a probationary employee can be based on a lesser standard than that for a seniority employee, and shall not be arbitrary and should generally be at the discretion of the Company. The Plant Chairperson shall be informed of discharge of probationary employees immediately.
- 9.03 An employee who is to receive a written warning, suspension or discharge, shall have their regular zone Committeeperson or their alternate zone Committeeperson in the absence of their regular zone Committeeperson, at any meeting held for this

purpose. The Employer will provide a copy of the notice of written warning, suspension, or discharge to the employee's Committee person.

- 9.04 In imposing discipline on a current charge, no prior infractions that occurred more than twelve (12) months previously shall be taken into account or relied upon in any way.
- 9.05 When discipline (written warning, suspension and discharge) is to be imposed by the Company, it will be imposed within five *working* days (5) days of the infraction. Any employee absent for any reason from the date of infraction will not be considered in the five (5) working day period. Prior to the issuance of any disciplinary notice the Company will notify the appropriate Committee person except as provided in 9.01 above. If the above time limits are not strictly adhered to, the discipline will not be imposed. The time limits may be extended if agreed to by the parties in writing within the said five *working* (5) day time limit.
- 9.06 The company will not administer discipline so late in the work day that a Union representative may need to stay past normal working hours. Should the discipline be administered at such a time that the representative needs to stay past normal hours then that representative will be paid at the applicable overtime rate for the time spent.
- 9.07 Disciplines will be administered in the first 6.5 hours of the shift.

ARTICLE 10 - ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing, of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within twenty (20) working days of the reply under Step 2 and shall contain the name of the arbitrator next on the list. The party delivering the notice shall then have the responsibility of contacting the arbitrator within ten (10) days after the date of the notice to determine available dates, which will then be communicated to the other party. The parties shall then agree on a date, which is acceptable to themselves and the arbitrator within the next ten (10) working days. Failure by the party having carriage of the grievance to carry out the steps herein in a timely fashion shall mean

the matter is deemed to have been settled on the basis of the last written answer of the responding party.

As provided for in Article 10.01, the party delivering the notice to arbitrate shall indicate in the notice the agreed upon arbitrator for that grievance.

- 10.02 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 10.03 Each of the parties hereto will jointly share the fees and expenses of the arbitrator, if any.
- 10.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement nor alter, modify or amend any part of this Agreement.
- 10.05 In addition to the regular arbitration procedure provided for herein, the parties may, by mutual agreement, refer a grievance(s) to the mediation process. The process does not prejudice the right of either party to arbitration. The parties will equally share in the cost of the mediator. The selection of the mediator will be by mutual agreement.
- 10.06 In addition to the regular arbitration procedure provided for herein the parties by mutual agreement may refer a grievance to the mediation process. This process does not prejudice the right to arbitration. The parties will equally share in the cost of the mediator. Selection of the mediator shall be by mutual agreement.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall mean an employee's length of service with the Employer. An employee shall maintain and accumulate seniority while he/she is in the employ of the Employer after he/she has completed his/her probationary period as set out in Article 11.02 below, subject to Article 11.04.
- 11.02 A newly hired employee shall serve a probationary period of forty (40) work days or 320 hours worked within a twelve (12) month period, whichever comes first. Upon completion of the probationary period, a new employee shall have his/her seniority dated back to his/her original date of hire by the Employer. Where two (2) or more employees acquire seniority on the same date, they shall be added to the seniority list in alphabetical order.

11.03 Seniority lists will be supplied to the Union quarterly and posted on all bulletin boards. An address list sorted alphabetically by surname will be supplied to the Union quarterly for all employees appearing on the seniority lists.

11.04 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if he/she voluntarily quits;
- (b) if he/she retires;
- (c) if he/she is discharged for any cause and not reinstated through the Grievance Procedure;
- (d) if he/she fails to report after layoff or leave of absence in accordance with the provisions of this Agreement;
- (e) if thirty-six (36) months have elapsed from day of lay-off;
- (f) if he/she is absent from work for three (3) or more scheduled consecutive working days, without notifying the Employer, unless in the circumstances it was impossible to do so; or,
- (g) if he/she uses a pre-approved leave for other than its intended purpose.

11.05 An employee who is no longer able to perform the normal required work of his/her job within a classification but is able to perform other duties, or an employee who has incurred a permanent or partial disability will, by agreement between the Employer and the Union, be assigned to or retained at an operation within his/her medical restrictions at their original rate for two (2) years from the date of injury. If the job he/she is performing is higher than their original rate then the higher rate will apply. Upon completion of the two (2) year period, the employee will assume the prevailing rate of the job he/she is performing.

11.06 The Employer will notify the Plant Chairperson on the second day of absence under Article 11.04 (f).

11.07 **Preferential Hiring**

Upon completion of the normal internal posting process the Company will make vacancies available to the applicable location (Peterborough or Kitchener) prior to external hiring. In the event a seniority employee from either location makes application for an opening at the other location, the Company will recognize their

seniority from the other location and waive their probationary period. Such employees will be given preference in the hiring process.

ARTICLE 12 – LAY-OFF AND RECALL

- 12.01 (a) If layoff is anticipated, the Employer will meet to inform the Union as far in advance as is practical. The Employer will, whenever possible, give regular employees five (5) working days' clear notice of lay-off. The Employer will notify the Plant Chairperson of all lay-offs. For purposes of this collective agreement, regular employee(s) shall be those employees who are actively at work on the date the lay-off notice is given. Employees who are absent because of vacation, WSIB, Short Term Disability Leave or an approved Leave of Absence as per Article 15.01 will receive notice of lay-off. However, these absent employees will work the five (5) day notice period upon their return to work, and it is agreed by the Union that no grievance may be filed on these circumstances by other employees, including laid-off employees with greater seniority. The Employer will notify the Plant Chairperson first of all pending layoffs.
- 12.01 (b) In the event a revised shift schedule is posted after 2:00pm on Thursday, any employee being affected by a layoff will be notified. If employees are currently working on the floor, they will be informed of the layoff by a supervisor and a union rep. Supervisors will attempt to contact any employee not at work in the presence of a union representative.
- 12.02 (a) The skilled employee with the least plant seniority in the affected job classification shall exercise their bumping rights as described below.
- (b) The skilled employee in the affected job classification who is unable because of seniority to maintain his/her shift in his/her classification shall displace the lowest seniority skilled employee in his/her classification.
- (c) The skilled employee in the affected job classification who is unable to maintain his/her classification because of seniority shall displace the lowest seniority skilled employee on his/her shift as per the established Flowchart "A".
- (d) The skilled employee in the affected job classification who is unable to maintain his/her classification/Flowchart grouping on his/her shift because of seniority, shall displace the lowest seniority skilled employee plant wide as per the established Flowchart "A".

- (e) The skilled employee in the affected job classification who is unable to maintain his/her classification/Flowchart grouping because of seniority, shall displace the lowest seniority skilled employee in the next downward job classification on his/her shift.
- (f) The skilled employee in the affected job classification who is unable because of seniority to displace the lowest seniority employee in the next downward job classification on his/her shift will displace the lowest seniority employee in that job classification.
- (g) The skilled employee in the affected job classification who is unable because of seniority to displace a skilled seniority employee as per Flowchart "A" shall displace the lowest non-skilled employee on his/her shift in his/her department.
- (h) The skilled employee in the affected job classification who is unable because of seniority to displace the lowest non-skilled employee in his/her department shall displace the lowest non-skilled employee on his/her shift plant wide.
- (i) The skilled employee in the affected job classification who is unable because of seniority to displace the lowest non-skilled employee on his/her shift shall displace the lowest non-skilled employee plant wide.
- (j) The General Production Group employee with the least plant seniority in the effected job classification shall displace the lowest seniority General Production Group employee on their shift. Should the displaced General Production Group employee have insufficient seniority to remain on their own shift, then the General Production Group employee shall displace the lowest General Production employee plant wide.
- (k) If a skilled or unskilled employee is not placed in the steps above, the employee shall be laid-off.
- (l) An employee cannot displace another employee with a higher rate of pay due to skill and ability except in the case of lead hand or relief operator within the same Flowchart job group.
- (m) An employee will be given a five (5) day training period in the event of a reduction in workforce only in lower rated classifications.
- (n) It is understood and agreed that where more than one (1) skilled or unskilled employee(s) are identified for lay-off, the Company will prepare a list of those unskilled employees with the least plant-wide seniority and thereafter, those skilled or unskilled employees will have the opportunity to choose which of the junior unskilled employees they wish to displace by seniority.

- (o) If an employee does not accept the bump per established flow chart "A" they will be placed in the general production group and will forfeit their recall rights to their former job classification.
- 12.03 (a) Employees shall be recalled from lay-off in order of seniority provided that they have the skill, ability and qualifications to perform the required work efficiently.
- (b) Temporary recalls anticipated not to exceed thirty (30) calendar days in length may be required by the Company to meet short term production demands. Permanent employees who have been laid off will be given the option of accepting or declining this temporary work opportunity without forfeiting their recall rights. Employees accepting these temporary work opportunities will be contacted by telephone with Union Representation being present. Such employees will be required to report to work within twenty four (24) hours after being contacted. There will be no entitlement to five (5) working days clear notice of lay-off prior to the end of this temporary work assignment.
- 12.04 Articles 12.01 and 12.02 shall not apply in cases of layoffs of three (3) working days or less where major lines or areas are affected and re-assignments are not practical and beyond the control of the company. Seniority shall prevail in the affected classifications/departments. This paragraph may be exercised for no more than ten (10) days per Collective Agreement year.

In the event that the Company exercises the above paragraph for more than the ten (10) days per Collective Agreement year, employees who are consequently laid off out of line with their plant seniority shall be paid sixty percent (60%) of their base hourly rate multiplied by the number of hours they would have worked had they been retained at work in line with their seniority for each day that the Company exercises the above paragraph over and above the ten (10) days per Collective Agreement year.

Notwithstanding the provisions of Article 17 of the Collective Agreement, employees who are temporarily laid off as a result of this provision may utilize their accrued paid vacation credits to offset their lost earnings, also employees who wish to use vacation time so that a junior employee may work shall make their intentions to use vacation time known in writing by 9:00 AM on the day the first manpower schedule is posted. From that point no further requests will be accepted.

- 12.05 (a) When recalling an employee after lay-off, he/she shall be notified by verifiable mail requiring a signature and allowed five (5) working days after receipt of notice to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing will be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period, as outlined. An employee to whom a verifiable letter is sent in accordance with this Article must contact the

Human Resources Department within three (3) working days of the notice of return to work if he/she wishes the Employer to hold the job open for him/her for the full five (5) working day period. IT SHALL BE THE EMPLOYEE'S RESPONSIBILITY TO KEEP THE EMPLOYER NOTIFIED AS TO ANY CHANGE IN HIS/HER ADDRESS OR TELEPHONE NUMBER SO THAT THEY WILL BE UP TO DATE AT ALL TIMES. The period of five (5) working days will be extended to ten (10) working days notice where the Employee has provided ten (10) working days notice to his/her present Employer or where the employee is outside Ontario at the date of recall.

- (b) The Employer will contact, by telephone, those employees to whom verifiable letters have been sent before contacting other less senior employees by telephone to return to work temporarily. If an employee, to whom a verifiable letter has been sent, reports for work and displaces an employee temporarily recalled from layoff, the Employer will be under no obligation to provide notice of layoff or pay in lieu thereof to the employees so displaced.
- (c) The Peterborough clerical employees will be subject to the same provisions of this Agreement and Article, but will only flow through to production level at the bottom of their flowchart, plant bargaining unit employees will only be eligible for clerical bargaining unit if they have the skill, ability and seniority.

12.06 In order to facilitate the recall of skilled employees to their previous classification the following guidelines will be used (refer to Flowcharts):

- 1) The affected employee was moved to their new classification by the Company as a result of a bump and/or recall, and not due to a job posting unless the affected employee had been a successful bidder for a job posting in the lowest Flowchart grouping.
- 2) That a position is available in their previous classification.
- 3) An application must be made on forms provided by the Company at the time they exercise their bumping rights, and the responsibility for administration will be with the Human Resources Department.
- 4) Skilled employees refer to all classifications except those identified in the last group at the bottom of the Flowcharts.
- 5) The recall rights described above shall only apply to those skilled employees who are actively working in the plant and those employees laid off for less than three (3) months.

12.07 (a) In those situations where a vacancy is not expected to last beyond five (5) days, the Company will fill such vacancies by utilizing the provisions of Article 13.04 or 13.05 as the case may be.

- (b) Where the vacancy is expected to last beyond five (5) days, but less than fifteen (15) days, the Company will temporarily recall the most senior active

employee in the plant with a recall right to the vacancy. If the classification is exhausted, then the vacancy will be filled by the most senior employee in the General Production Group in that department on the shift where the vacancy exists.

- (c) Where the vacancy is expected to exceed fifteen (15) calendar days, the Company will post an interim vacancy, which will only be available to those employees presently in the posted job classification. This posting will be posted for a twenty-four (24) hour period only. The vacancy resulting from the filling of the interim vacancy will be filled with the most senior active employee with recall rights to the affected job classification. Any further resulting vacancies may be filled at the discretion of the Company.

12.08 Employee work schedules shall be posted on Thursday by 2:00 PM. The Company will endeavour to post the shift schedules by Wednesday at 2:00 PM before a paid holiday that falls on the Friday of the current week.

ARTICLE 13 – JOB POSTING

13.01 When a permanent job vacancy is created, the Employer will post a notice of vacancy for a period of four (4) working days on a separate bulletin board. All job postings posted on the bulletin board(s) by no later than 10:00 a.m. on a given working day will result in that day being considered as a full day of the posting period. The notice will specify the nature of the job, the shift, qualifications required, and the rate of pay. Seniority employees desiring consideration in the filling of the job vacancy shall signify their desire by signing the job posting, indicating their clock number and their seniority date, during the period it is posted. All such jobs shall be awarded within five (5) working days from the date of the removal of the job posting except where testing is required, in such cases the testing date will be included on the job posting, and will provide study materials to any interested employees for the asterisk jobs. Study materials will be more reflective of the tests. Applicants shall complete the job application forms in triplicate, retain the top copy of the form and deposit the remaining two copies in the locked posting box located outside of the Human Resources office. The locked posting box shall only be opened by a Human Resources representative in the presence of the Plant Chairperson or alternate. The Plant Chairperson will retain a copy of each application form recovered from the posting box and the Human Resources representative will retain the remaining copy for processing and filing. In filling any posted vacancy under this Article the Employer will select the senior applicant provided he/she has the skill, ability and qualifications to perform the normal required work efficiently. If the job is not filled as a result of the posting because no suitable applications are received, the Employer reserves the right to hire.

Jobs shall not be considered permanently vacant when being filled as a result of sickness, accident, or authorized leave of absence anticipated or expected to last for more than fifteen (15) calendar days. Such jobs will be posted as an Interim

Vacancy and the provisions of this Article shall apply and shall only be available to employees who are moving laterally or upgrading. Upon completion of this interim assignment, the selected employee shall return to his/her former job. Where there are two or more employees, seniority shall prevail when returning to their former job.

It is understood and agreed that only the vacancy resulting from the filling of the interim vacancy need be posted. Any other resulting vacancies may be filled at the discretion of the Company. These days cannot be used toward a permanent posting.

Where an applicant does not receive the position applied for he/she shall upon request to the Human Resources Department, be notified in writing within one (1) week and be provided with a reason why his/her application was refused. The Employer will agree to provide an explanation whenever a job posting is cancelled.

The successful applicant will be so notified in writing with a copy forwarded to the Union.

- 13.02 The vacancy resulting from the placing of the successful applicant in a position so posted will also be posted. Should any successful applicant be unsatisfactory, within three months, the applicant will be returned to his/her former job, as will the other employees who filled the backup vacancies. After three months the candidate will be placed into the general production group in the case of safety concerns or medical conditions. The position for which he/she was unsuccessful may be filled without further posting, based on the original posting. This time frame can be extended by mutual agreement.
- 13.03 Any employee who has successfully bid under the Article shall not be entitled to bid on a posted job for three (3) months from the date of his/her successful bid. An employee who successfully bids on an interim posting shall not be restricted to this three (3) month posting clause.
- 13.04 (a) Temporary vacancies shall not be deemed to be vacant for the purpose of this Article and shall not be posted. Temporary vacancies shall be defined as vacancies of fifteen (15) working days or less
- (b) When dealing with temporary vacancies of 4 consecutive working days or less resulting from an individual employee absence created by vacations, casual absenteeism, bereavement, lates and union leaves, the company will first recall the employee on shift with recall rights to the position, second, use back up on shift, thirdly, fill the position with skill and ability. Seniority will be considered at all levels. Once this has been exhausted the vacancies may be filled at the discretion of the company so that production requirements will be met with a minimum of disruption. All backups will not be utilized until they have been fully trained.

- (c) When dealing with temporary vacancies of 5 -15 working days, created by vacations, bereavement or union leaves, the company will recall the senior employee with recall rights to the classification. If no recall exists, back ups will be utilized.
 - (d) During situations of production difficulties or short term work increases, the Company has the right to assign other in-plant employees for the necessary period of time to complete the work or in the alternative temporarily recall employees or hire new employees in order to ramp up production in a department as required during the period of time needed to complete the job posting process. The Union will be advised in advance.
- 13.05 The temporarily transferred employee shall be paid his/her normal rate of pay or the rate of pay of the job, whichever is greater. If the temporary transfer is for four (4) hours or less the employee shall be paid at the greater rate for four (4) hours. If the temporary transfer is for greater than four (4) hours the employee shall receive the greater rate for eight (8) hours. Employees will make themselves available, by way of a sign up sheet, of their intention to be utilized to cover for late, bereavement or absenteeism in a higher rated classification. Employees may only sign for one classification. Employees will be chosen from this list by seniority. For forklift positions you must have a forklift licence. The sign up sheet will be posted every three months.
- 13.06 Relief staff will be provided and relief jobs will be posted per Article 13. for the production worker classification in the Injection Moulding Department, Inside Paint and the Production Worker classification in the Assembly Department at Peterborough on a flexible basis at the Company's discretion.
- 13.07 All Quality Auditor candidates must successfully pass the Farnsworth Munsell 100 Hue test to be eligible for the posted position. Candidates will be allowed two attempts to be successful at the test.

Due to the safety related nature of the Forklift operation candidates will be required to achieve at least 80% on each test within the forklift training process to be considered successful. The process will be as follows;

- a) Provide study material (theory).
- b) Test on study material (theory). Must achieve 80%.
- c) One (1) weeks practical training and one (1) week shadowing by competent driver within two (2) weeks of the theoretical training. Where a candidate exhibits acceptable skills early on, this period may be shortened upon mutual agreement.
- d) Test on practical. Must achieve 80%.
- e) Refresh all drivers yearly.

13.08 All lead hand positions shall be posted by department and awarded by seniority.

13.09 **Back Ups** The purpose of this language is not to circumvent the interim posting language in this Agreement. The intent of this language is to provide for safe and competent employees in various classifications to supplement the regular workforce. Backups will only be utilized as defined in article 13.04.

The employer will provide the Union chairperson with information as to who is providing coverage and why the coverage is required.

Back-ups will not assume a regular position except through the job posting procedure outlined in Article 13.

An employee can only apply for a back up position every six months, only hold one back up position at a time and must be working on the shift requiring that back up.

If an employee applies for a back up position it will not affect his/her right to apply for a full time position if one becomes available.

All back-up positions will be filled by the highest seniority employee who is able to perform the work and passes the test if applicable.

When applying for a the full time position within the employees current Back Up classification the Back Up may rely on a passing mark from the previous Back Up test and forego rewriting the aptitude test.

Back-ups will not share in any of the overtime with the regular employees in the classification however, back-ups may be asked to work after all regular employees in the classifications have been offered all the overtime work available and will be canvassed normally in the home group. Any overtime worked as a back-up will be charged on their regular overtime sharing list. When performing in a back-up position, any employee will receive their regular rate of pay or the rate of pay for the job they are performing, whichever is greater.

Vacation approvals shall be from the home department.

All back-ups will be utilized in line with their seniority. Back-ups will be used in the following classifications;

Paint Set Up
Kitchen Technician
Chemical Monitor
Injection Set Up
Glue Line

Forklift
Q.C. Auditor
Lab Technicians
Grinder Operator
Injection Material Handler
Shipping Material Handler

Back ups will be re-familiarized at a frequency of no less than three (3) months or by mutual agreement.

Back ups will perform their function for the duration of any full time training or the posting process in the classification. The Company may utilize a Back up for up to thirty calendar days from the date of entry of a successful candidate to provide coverage while that successful candidate is being trained.

- 13.11 The Company shall continue the practice of aptitude testing candidates for the following posted positions, or other newly created positions, as deemed necessary by the Company:

Lab Technician
Kitchen Technician
Chemical Monitor
Paint Set-Up
Injection Moulding Set-Up

The Company will provide study material for the position being applied for. Candidates are also invited, on their own time, to view the process and utilize training software and videos as available.

The Company shall notify the Plant Chairperson prior to posting for a position that requires aptitude testing. The successful applicant will be the senior candidate selected from among those whose overall test score is sixty percent (60%) or greater. The aptitude testing will be derived from randomly selected questions obtained from a catalogue of pertinent questions relating to the specific posting. If more than one candidate is applying for a position that requires testing then all candidates shall be tested at the same time and a member of management and the union shall be present during the test. An applicant who garners a passing grade but is not successful will not be required to rewrite the test for three (3) years.

ARTICLE 14 – BULLETIN BOARDS

- 14.01 The Union shall have the use of in the Employer's premises four (4) glassed and locked bulletin boards in Plant #1 and one (1) glass and lock bulletin board in Plant #2 for the purpose of posting notices relating to the Union's legitimate business. The

office shall have one (1) glassed bulletin board. Such notices must be approved by the Plant Manager or his/her designate prior to their being posted.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 The Employer may grant a leave of absence without pay of up to three (3) months for legitimate personal reasons. If a leave of absence is granted, all unused vacation may be applied toward the leave of absence. The Employer shall not be required to grant a leave where it is unable to obtain a qualified replacement for an employee so as to ensure the continuity of its operation. Such requests will not be unreasonably denied.

Education Leave

Upon the request of an employee with at least one (1) year of service, a leave of absence without pay and benefits may be granted for educational purposes up to a maximum of three (3) years with no accumulation of seniority.

Public Office Leave

An employee with at least one (1) year of service who is elected to a full time public office may be granted a leave of absence without compensation or benefits for up to a maximum of three (3) years. Seniority will not be accumulated during this leave of absence.

Union Leave

An employee with at least one (1) year of service who is:

- i) Elected or selected to work on a full time basis for the Local Union, or
- ii) Appointed, selected or elected to a full time position on the staff of a Professional Union, or
- iii) Appointed, selected or elected by the Union to a full time position on the staff of the Canadian Labour Congress or to the staff of a Provincial, County, City or Regional CLC Council, or to the Ontario Federation of Labour, may at the written request of the Union receive a temporary leave of absence without pay or benefits for a period not to exceed three (3) years, or the term of the office, whichever is shorter. There shall be no accumulation of seniority during such leave.
- iv) Having regard to the above the period of leave for the Local President shall be equal to the term in office. All benefits and seniority pursuant to the terms of this Collective Agreement will continue to operate for the length of the term of the Local President. Article 15.01 of this Collective Agreement shall not apply. The employee will work on a full time basis for the Local Union. The employee

will receive authorization from the General manager or designate, Human Resources Manager or designate prior to attending the facility. The Company will pay an amount equal to twenty (20) hours regular pay per week throughout the period of the leave. Such payment will include any other remuneration obligations under the Collective Agreement such as, vacation pay and pay for statutory holidays and no further payment for these or other items will be made under the terms of this Collective Agreement, except as set out above.

15.02 **Pregnancy and Parental Leave**

Unpaid pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000* and amendments thereto. Any female employee who has completed the probationary period will, in the case of pregnancy certified by a qualified physician, be granted leave of absence subject to the conditions in the Act. A person having complications outside the provisions made reference hereto, will be paid weekly indemnity provided notification has been given by a qualified physician.

Birth mothers who take pregnancy leave are entitled to unpaid Parental Leave of up to thirty-five (35) weeks duration, as provided for in the *Employment Standards Act, 2000*. Fathers and adopting parents are entitled to unpaid Parental Leave of up to thirty-seven (37) weeks' duration. Both new parents have the right to Parental Leave simultaneously, as unpaid time off work.

The Company shall continue to pay the premium for any of the group benefits. Seniority and pension credits shall accumulate during such leaves.

15.03 **Personal Leave**

Full-time regular employees will be granted leave of absence with pay at their regular straight-time rate for the following reasons and times:

- a) Marriage, one day;
- b) Birth of a child (father), one day
- c) Change of residence maximum once per twelve month period of time (1 day)
- d) Bereavement leave will not be counted as an Emergency Leave Day for applicable situations listed in 22.01. All other matters pertaining to ELA issues will be as per the Employment Standards Act of Ontario (2000)

One day's pay shall be eight (8) hours in the case of a regular scheduled eight (8) hour shift and ten (10) hours in the case of a regular scheduled ten (10) hour shift.

- 15.04 The employer shall grant a Union leave of absence without pay for employees to a maximum of ninety (90) working days or seven hundred and twenty (720) hours total for each plant for hours spent outside the plant. Such a leave of absence must be requested by the Union in writing as far in advance as possible, but at least five (5) days prior in the case of a Union conference or convention. The extent to which such leave of absence will be granted in any one (1) year or at any one (1) time will be determined by the Employer based upon the requirements of operations. Such requests shall not be unreasonably denied. The referenced 720 hours above does not include the hours of the Union President as part of his/her duties.
- 15.05 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any of which it is granted. The Employer will notify the employee on whether or not the leave is granted within two (2) working days of the employee's request. The Plant Chairperson is to receive a copy.
- 15.06 After a leave of absence, an employee will be placed in his/her former classification and shift, seniority permitting, where the employee's job has been filled on a temporary basis pursuant to Article 13.04, the employee shall be placed in his/her former job and shift.
- 15.07 The Company agrees to pay two (2) cents per all hours worked on a quarterly basis to the Union for the employees paid education leave fund.

ARTICLE 16 – HEALTH & SAFETY

16.01 Principles

The policy of the Company in conjunction with C.A.W. is to do everything possible to provide a safe and healthy working environment for all employees during the hours of employment.

The Company will make every effort to comply in a timely manner with all applicable legislation pertaining to Occupational Health and Safety as in force on January 1st, 1996. All standards established under these laws must constitute the minimum acceptable practice, which the parties will strive to improve upon by agreement of the members of the Joint Health, Safety and Environment Committee. The Company and the Union jointly agree that health and safety will be the “Number 1” priority within each and every organization activity and will therefore promote measures to assure the health and safety of all employees.

16.02 Joint Health, Safety and Environment Committees

The parties agree to maintain a Joint Health, Safety and Environment Committees in accordance with applicable legislation.

The Committee will consist of three (3) members on the day shift, one of which shall be the co-chair and one of which shall be at Plant 2. There shall also be one (1) member on the afternoon shift and one (1) member on the midnight shift and one (1) member from the rotating shift (skilled trades) if there is a candidate interested. These positions shall represent the worker. The Company shall have an equal number of members on each Committee.

Each of the Joint Health, Safety and Environment Committees will have certified Co-Chairpersons, one (1) Co-Chairperson elected or appointed by the members representing workers and the other elected or appointed by the members representing the Company. The Co-Chairperson shall have eight (8) hours a day plus added time per day if required to conduct Health and Safety business.

All training regarding Health and Safety involving hourly employees will include the participation of the Joint Health, Safety and Environment Committee.

Each union member of the JHSC will have an elected alternate member. The alternate will attend to health & safety issues on the floor, in the absence of the JHSC member and will not be considered an official member of JHSC and will not attend meetings.

The worker representatives on the Joint Health, Safety and Environment Committee will have primary responsibility for the following:

- 1) Participate in Joint Health, Safety and Environment Committee meetings.
- 2) Follow up on items requiring further investigation as assigned during the Joint Health, Safety and Environment Committee meetings.
- 3) Conduct Plant inspections as scheduled by the Joint Health, Safety and Environment Committee.
- 4) Accompany government Health & Safety and Environmental inspectors during investigations of the workplace.
- 5) Participate in the training and education of:
 - WHMIS
 - Hot Weather Plan
 - Confined Space Hazards
 - Lockout Procedures & Job Specific Training
 - Contractor Safety Requirements
 - Dress Code
 - Personal Protective Equipment
 - Forklift/Raymond Reach/Electric Walkie
 - Propane
 - Crane Training

Working at Heights/Fall arrest
SCBA Training

Training to be completed on a mutually agreed computer based application for WHMIS and any other program where applicable upon the mutual agreement of the Company and Union.

- 6) The Joint Health and Safety Committee shall agree to the training providers and shall assist in the preparation and organization of required training materials and supplies.
- 7) Participate or perform air sampling within the Work Environment as required as a result of a concern or as legislated by the Occupational Health & Safety Act or as deemed necessary by the Company.
- 8) Participate in the successful implementation of the Modified Work Program.
- 9) Participate in or perform noise level readings as required as a result of a concern or by legislation or as deemed necessary by the Company.
- 10) Where data has been collected by the Worker Health & Safety Co-Chairperson or a worker member of the Committee during the performance of the aforementioned duties, on a regularly scheduled basis, copies of all information will be made available to the Company and the Union.

When an unsafe practice, accident or incident is alleged or occurs, the co-chairperson, if available, or if absent, a member of the Joint Health, Safety and Environment Committee will be notified promptly by the supervisor/manager of his/her findings and actions intended and reasonable time will be given to investigate. If there is a disagreement as to the problem or action taken, the Co-Chairperson if available, or if absent, any Union member of the Joint Health, Safety and Environment Committee shall have the right to investigate the problem and failing settlement, may lodge a grievance.

In addition to the duties given to the Joint Health, Safety and Environment Committees under applicable occupational health and safety legislation, the Committees will:

- a) Promote compliance with pertinent legislation;
- b) Designate one (1) member of each Committee who represents workers and one (1) member of each Committee who represents the Company to tour the facilities to inspect the physical condition of the workplace once per month as scheduled by each Health and Safety Committee;

- c) Designate one (1) member of each Committee who represents workers and one (1) member of each Committee who represents the Company to accompany government health and safety and environment inspectors and National Union Health and Safety Representatives on plant inspection tours. The Plant Chairperson may also accompany the inspectors and/or National Union Representatives on such tours;
- d) Meet on a regular basis, not less than once a month, to review health and safety matters and to make recommendations to the Company regarding same. Once a meeting has been scheduled – the meeting will be held with the available attendees;
- e) Review and analyse all problems posed by physical agents, including heat stress, cold stress, noise, vibration, ionizing radiation, laser, radio frequency/microwave radiation, airborne supersonic and ultrasonic acoustic radiation.

A Master Joint Health, Safety and Environment Committee consisting of the Co-Chairperson from the Joint Health, Safety and Environment Committee and the National Union Health and Safety Representative and the Union Chairperson will meet two (2) times per year to discuss matters of common concern regarding health and safety issues with the Company Health & Safety Co-Chair and the General Manager. All wages lost are to be paid for by the Company.

A. Certified Members

Members of the Joint Health and Safety Committee shall be certified as specified in the Occupational Health and Safety Act. The Union will designate the Worker Certified Member to be entitled to exercise the rights and duties of a Certified Member. The Company will designate the Employer Certified Member to be entitled to exercise the rights and duties of the Certified Member. Where the Company has provided instruction for an employee or employees the Union will designate the Worker Certified Member from existing trained workers.

B. No Disciplinary Action

No employee will be disciplined because the employee has acted in compliance with the *Occupational Health and Safety Act* as it is now written or hereafter amended.

C. Education and Training

- 1) Once each calendar year any new members of the Joint Health, Safety and Environment Committees will be provided with certification training.
- 2) The Committee has structured a training program for all employees on health and safety. The Company will provide each new hire with Chemical Hazard

Training, which would include WHMIS. The above-mentioned Chemical Hazard training shall be delivered jointly per class by Company and Union Instructors. New instructors will be trained as a result of attrition, but only if required. One union member and company member of the JHSC shall attend the CAW Instructor Training course which will include Level I, Level II and Instructor Training, paid for by the Company. These Instructors will then train all other health & safety trainers to perform the in house health & safety training program. The Company will provide an annual WHMIS update for all employees.

- 3) The Company and the Union acknowledge the presence of designated substances as outlined in Isocyanate Regulation 842. Refer to Isocyanate Control Plan document for processes to deal with Isocyanates. Appeal to the Ministry of Labour regarding the Isocyanate Monitor Without prejudice.

Ventra is of the opinion that the use of an Isocyanate air monitor will not enhance the safety of our workforce. Isocyanate monitors may in fact endanger our people by providing a false sense of security that may persuade them that an area is safe when in fact Isocyanate may be present. The Company believes that we need to protect our employees through the implementation of an effective Isocyanate Control Program which requires us to provide engineering controls, procedures, work instructions, proper PPE, training and medical monitoring.

Having regard to the Isocyanate monitor issue, which is in front of the Ministry of Labour, and as it pertains to the Isocyanate Control Program the Company agrees to the following;

Having regard to the above, and to forestall the action of work refusals, the Company is agreeable to allow the use of the monitor as requested by employees in the process of cleaning up spills, maintenance repairs, etc. This agreement in no way diminishes the Company's position that we do not condone, recognize or encourage the use of this monitor for the aforementioned reasons.

The obligation on employees engaged in the use, clean up of spills or clean up as a result of repair, of isocyanates is as outlined in work instructions regarding spill clean up and/or mechanical repair. Proper PPE is mandatory as outlined in these documents. The use of the monitor does not in any way diminish the obligation to use proper PPE.

The Company agrees to calibrate and upkeep the monitor every six months or as according to the manufacturer specifications. The Company will also continue to perform air-sampling tests to accrue data to ensure a safe work environment. The JHSC will investigate the requirements of an Isocyanate

monitor that meets the current regulations, and make appropriate recommendations.

In closing we wish to reiterate that the use of the monitor is up to the individual employee and is not a reliable tool to detect low-level exposure to isocyanate.

D. Accident and Incident Investigations

- 1) The Committee will designate one (1) member of each Committee who represents workers and one (1) member of each Committee who represents the Company to investigate any accident where a worker is killed or critically injured at work. In the case of any other accident involving personal injury resulting in lost time or any other major accident which does not result in lost time but indicates a high potential for such, one (1) member of each Committee who represents workers will be entitled to participate in any investigation and receive a copy of the Accident and Investigation Report.
- 2) VENTRA will implement a Health, Safety & Environment Concern Form Policy to improve the follow-up process of safety issues, which have been brought to the attention of an employee's supervisor. This procedure will be utilized to address safety concerns as they arise before they result in personal injury to an employee or in a work refusal. The intent of this agreement does not supersede any worker's rights as outlined under the *Occupational Health & Safety Act*. This policy is intended only as a communication and follow-up system to make the Company aware of safety issues and allow appropriate time for corrective action.

The Health, Safety & Environment Concerns Form Policy will operate within the following guidelines:

- a) The form will be completed by the Supervisor when made aware of a problem and before the end of the shift, in the presence of the worker.
- b) The Supervisor will retain a copy of the complaint form and supply a copy to the department Manager and the original will be supplied to the employee.
- c) The department Manager will retain a copy and an additional copy will be forwarded to the Company Health and Safety representative and the Union Health & Safety Co-Chairperson who shall investigate the concern.
- d) However, the department Manager will remain responsible for resolving the safety concern. A photocopy of the concern form will be attached to any maintenance work request generated as a result of the necessary corrective action in order to establish priority for that work.

The department Manager will have two (2) working days to respond with a resolution and/or action plan. Once the follow-up has been completed, the remainder of the information will be added to the form and a photocopy sent to the Company Health & Safety representative and the Union Health & Safety Co-Chairperson.

- e) The Company Health & Safety representative, together with the Union Health & Safety Co-Chairperson, will log and track all concern forms. If an incomplete form is dated ten (10) working days past the date of origin, the Company Health & Safety representative, and/or the Union Health & Safety Co-Chairperson will forward a photocopy to the General Manager and the Human Resources Manager.

16.03 **Disclosure of Information**

When measures or samples of the work environment are being taken, the Joint Health, Safety and Environment Committee Union Co-Chairperson/designate will participate in and observe the measurements or samplings.

16.04 **Monitoring**

The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. The Company shall pay the lost wages for the above-mentioned medical services for each employee. Also to provide the specific tests required for employees in jobs with special physical requirements.

16.05 **Access to the Workplace**

The National Union Health and Safety Staff shall have access to the workplace.

16.06 **National Minute of Silence**

Each year on April 28 at 11:00 a.m., one (1) minute of silence will be observed in memory of those persons who have died in industrial accidents. The Company will lower the flag to half-mast.

16.07 **Ventilation**

The Company assures the Union it will give priority to ventilation on new and relocated equipment where the ventilation is required to protect the health of employees.

16.08 **Noise Abatement Program**

The Company will make an on-going effort to address noise concerns where levels are above the legislated levels, particularly with the introduction of new equipment, machinery and technology as part of plant modernization and new facility installations. The Health, Safety and Environment Committee will identify and prioritize noise areas, monitor noise abatement across the plants, including sound survey results, and make appropriate recommendations. Further, audiometric tests will be conducted annually for those employees whose average noise exposure exceeds eighty (80) decibels (dBA). Permanent records of audiometric tests and sound survey results will be maintained at the plants. Management of the plants will be instructed to review annually with the Health, Safety and Environment Committee, in sufficient detail, the noise abatement programs currently in effect and those it is planning to undertake. This information will be supplied in writing to the Health, Safety and Environment Committee with the understanding the Health, Safety and Environment Committee will have ample opportunity to discuss the noise abatement program with Management and make recommendations designed to improve upon it.

16.09 **Hot-Weather Plan**

The members of Joint Health, Safety and Environment Committee of Ventra Group Inc. have prepared a hot-weather plan to ensure that workers are protected from excessive heat exposure. The JHSC will be involved and participate in the Go-Fast Plan.

Stage 1

This will be implemented when the thermostat indicates a reading of 92.1 degrees Fahrenheit. This stage will be implemented by area.

All employees in the applicable areas shall work a maximum of sixty (60) minutes from the start of shifts and the end of lunches and breaks, and then be provided a fifteen (15) minute break in lieu of their regular scheduled breaks. This procedure will continue so long as the reading remains 92.1 degrees Fahrenheit or above. Once the reading drops below 92.1 degrees Fahrenheit, employees will return to their regular scheduled breaks.

If employees have worked from the start of their full shift at temperatures above 92.1 degrees and the temperature does not drop below 92.1 degrees before the end of the shift, then the relief break scheduled will continue to the end of the shift.

16.10 **Ergonomics**

The Company assures the Union it is committed to efforts, to improve the interface of employees within the workplace. The Joint Health, Safety and Environment Committees may address ergonomic concerns on a continuing basis. Where an ergonomic concern is beyond the scope of the Committee, the Company will secure the services of an appropriate outside professional to assist

the Committee and the designated individual. The Company will provide basic ergonomic training to the Health and Safety and the Modified Committees.

16.11 **Protective Clothing and Equipment**

Protective devices and other equipment deemed necessary on the recommendation of the Joint Health, Safety and Environment Committee to protect employees from disease and injury will be supplied by the Company, with the only exceptions being that the Company will subsidize the purchase of safety shoes.

16.12 **Lockout and Tagout Program**

The parties will maintain the lockout / tagout procedure which was developed by the Joint, Health, Safety and Environment Committees. Additionally, any employee who may be at risk because they are required to provide repair or maintenance on machinery, equipment or systems where lockout is required, shall receive lockout/tagout training. There shall be an effective lockout/tagout procedure between shifts, which will be re-emphasized immediately with management. Any worker required to enter the cage of an injection moulding machine will have the area lockout/tagout procedure reviewed and approved by the Joint Health and Safety Committee.

16.13 **Working Alone/Confined Space Entry**

When such assignments involve work situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, communications systems, personal surveillance arrangement, proper safety instructions, confined space entry training and as required, adequate support personnel. The Health, Safety and Environment committee may review the work activities in the plant to determine those specific work activities they consider hazardous for working alone and may make recommendations to the Management for implementation.

16.14 **Employees Injured on Job**

Employees injured on the job will be treated as per the provisions of the Act.

- 1) If an employee is injured on the job, he will be paid his regular hourly rate for the balance of the first shift on which he has been sent home or to a hospital or doctor because of such injury. This shall also apply for time that an employee requires to be treated by the First aid responders.
- 2) If any employee is injured in the plant and the Employer wishes to place him/her on a job within his capabilities, the employee shall be paid his regular hourly rate or the rate of the job, whichever is the greater.

- 3) Employees returning from Workplace Safety and Insurance Board, while still partially disabled, shall be paid the rate of the job.
- 4) If an employee is injured on the job, if required, the Employer will supply and pay for transportation to the hospital or doctor's office and then back to the plant.

16.15 **Emergency Response Team**

1) **Purpose**

With the establishment of the Emergency Response Team (ERT) Ventra Group Inc. is committed to effectively and safely respond to any spill for the safety of its employees. The Emergency Response Team will handle such situations as specified below. The Company Health and Safety Co-Chair and the ERT Captain will attend and facilitate at all meetings.

2) **Procedure for Spills**

The following procedure for spills will apply:

If/when there is a spill of unidentified liquid material, the following procedure will be adhered to:

- a) A determination will be made whether there is an Emergency Response Team member in the facility.
- b) Security Personnel/Designated Ventra Personnel will be responsible for calling in a member of the Emergency Response Team, if necessary.
- c) Upon arrival, the Emergency Response Team Member will determine if the spilled liquid is or is not hazardous.
- d) If determined as a hazardous liquid, additional Emergency Response Team Members will be called in, as required, by the Member at the scene of the spill.
- e) If determined as a non-hazardous liquid, the called-in Emergency Response Team Member will assist the appropriate personnel with the spill clean-up.
- f) The Emergency Response Team Members will be called-in on a rotating basis according to the list supplied by the Team Captain.
- g) Documentation of all communication will be retained at the Company's Health & Safety Office.

- h) The Emergency Response Team will submit a written report to the Emergency Response Team Captain for every call-in. It will be distributed to the Health & Safety Manager/Supervisor and the Union Health & Safety Co-Chairperson.
- i) All overtime hours worked must be reported by the ERT Team Member to their respective Supervisor on the next regular working day, and the ERT Team Member will be charged the appropriate hours pursuant to Article 20 of the collective agreement.

3) **Staffing**

a) **ERT Staff Requirements**

The plant Emergency Response Team will consist of up to ten (10) members, including the Team Captain, and will be staffed in the following manner:

Day Shift- three (3) members

Afternoon Shift- two (2) members

Midnight Shift - two (2) members

Maintenance Department - Two (2) additional members from the Maintenance Department will be placed on the team who will work on a rotating shift basis for all three (3) shifts.

This constitutes a total ERT Membership of ten (10) employee members, which the Company will attempt to maintain, depending upon employee member interest and plant operations.

When a 2nd eight (8) hour shift is established in the Paint Department for a period of eight (8) weeks duration or longer, one (1) additional ERT member position will be established.

b) **ERT Member Selection Process**

In staffing vacant ERT member positions the following steps will be followed in sequence;

Any vacant ERT position(s) will be posted in the plant for all employees interested. Only those plant employees who presently work permanently on the shift where the vacancy exists will be eligible to apply. All applications will be vetted in such a way so as to not show the name of the applicant, but only will show qualifications for the position and their Company seniority date. The vacant position will then be awarded to a person with the highest qualifications. Where qualifications are approximately equal, Company seniority will be the determining factor. The final selection of the successful applicant will be made by mutual

agreement of the Joint Health, Safety and Environment Committee Co-Chairpersons.

The selected applicants identified in above will receive appropriate training during the initial three (3) months they are on the ERT before being declared a fully qualified ERT member. Basic training requirements will be identified and training provided during this period. In order to successfully complete their training period, the selected applicant will also be required to regularly attend ERT meetings, successfully complete all scheduled basic training and actively participate in emergency response situations as required.

All Emergency Response Team members will be required to successfully complete the following basic training courses:

- 1) Valid certification in Cardio Pulmonary Resuscitation and First Aid.
- 2) Self Contained Breathing Apparatus Training – once per year by a qualified instructor.

c) Team Captain

The company will appoint a new ERT captain every six (6) months. The members will elect an assistant captain who will act as captain, in the captain's absence.

The duties of the Team Captain will include the following;

- 1) Ensure ERT duties and responsibilities are assigned and completed by the team members.
- 2) Ensure that ERT supplies and emergency equipment are maintained in proper functioning order.
- 3) Recommend training for fellow team members to the Company health and safety representative and the Union Co-Chairperson..
- 4) Ensure that the documentation of all accidents/incidents responded to by the ERT is completed.
- 5) Make recommendations to the Company pertaining to ERT concerns.
- 6) Complete various tasks as assigned by the Company.

- 7) To assist the Company Health and Safety Co-chair person representative in setting the agenda for bi-weekly meetings. The team captain will be rotated through the team every six months, to be overseen by the current captain and the company co-chair.

d) Duties of ERT Team Members

Duties of the Team members include the following;

- 1) Attend and participate in ERT Meetings on a regular basis.
- 2) Participate in training programs to improve ERT capabilities.
- 3) Complete tasks as assigned by the Team Captain.
- 4) To assist in resolving emergency situations and spill clean up procedures.

e) Lay-Off/Resignation of ERT Members

If ERT member(s) are laid off their particular shift or voluntarily accept a job posting on another shift or change shifts on a permanent basis, they will forfeit their status as an ERT member. However, former ERT members will be eligible to apply pursuant to Article 20(c) (iii) above, to the ERT, if a vacancy occurs on their shift as specified above.

Any ERT member who voluntarily resigns without a satisfactory reason or who fails to successfully complete his/her ERT training period will not be eligible for consideration for re-appointment.

f) Rates of Pay

The Emergency Response Team members shall receive fifty cents (50¢) per hour more over and above their regular rate of pay for all hours worked.

g) Personal Equipment/Clothing

The Company will purchase personal protective equipment/clothing for all members, which will remain the property of the Company and will be stored in the Emergency Response Team room/wagon. Such equipment may only be purchased on the joint recommendation of the Company Health and Safety representative, Union Co-chairperson and the team captain. Each ERT member will be responsible for his/her own equipment/ clothing.

h) Supplies

Supplies required will be ordered as requested by the Team Captain in consultation with the Company Health and Safety representative. An inventory list of supplies on hand will be maintained at all times by the Team Captain.

i) **Meetings/Attendance**

Team meetings will be held on a bi-weekly basis. The meeting starting times will be from the start of the day shift and the start of the afternoon shift. The scheduled meeting(s) will be approximately one (1) hour in length. ERT members attending from other shifts will be paid the applicable overtime rate if this meeting time would place them in excess of their eight (8) hour working day. In order to ensure that active participation in the Emergency Response Team is maintained, the following ERT attendance policy will be implemented;

If any member of the Team is:

- 1) Absent for two (2) consecutive regularly scheduled meetings; or
- 2) Absent for three (3) regularly scheduled meetings in a calendar year; or
- 3) Late and/or leaves early three (3) meetings in a calendar year; or
- 4) Fails to report on an emergency on two (2) occasions when contacted and requested to do so in a calendar year.

If any one of these four (4) situations occur then the ERT member will be removed from the Emergency Response Team unless a satisfactory reason can be provided. The final decision on the removal of ERT members for excessive absenteeism will be at the discretion of the Company. Such persons will be ineligible for reappointment to the ERT.

Having regard to the above, a member who is on the WEC will be excused providing advance written notice is received by the Team Captain. Failure to provide the above notice will cause the attendance penalty language to come into effect.

The purpose of the meeting(s) will be to upgrade the knowledge of each member and research areas of improvement and make application to the Company for financial support as required.

The Company will provide a space for the ERT team to practice “mock spills” twice per calendar year

16.16 **JOINT RETURN TO WORK COMMITTEE (JRTWC)**

The company and the union agree to establish a Joint Return to Work Committee (JRTWC). This agreement forms part of the collective agreement.

The company and the union recognize that an early return to productive employment at the appropriate time can assist ill or injured workers in achieving quicker rehabilitation and allow them to maintain their personal dignity and financial stability.

The company and the union recognize that the Workers' Safety and Insurance legislation and the Human Rights Statutes place an onus on the employer to accommodate injured and ill workers with the Human Rights Statutes creating the greater onus. Disabilities will be defined in accordance with the Ontario Human Rights Code.

The company and the union agree that their objective is to, in a manner which is consistent with the collective agreement and applicable legislation, assist injured and ill workers by:

Supporting employees in maintaining their dignity and self-respect subsequent to being adversely affected by a disabling injury or illness;

Ensuring the well-being of affected employees and, by doing so, reduce the stresses associated with adjusting to disability, reintegration into the workplace, financial complications and other factors that adversely affect the disabled employee.

Restoring the employee as much as possible to a normal life pattern while returning a valuable human resource to productive activity within the workplace; Ensuring the involvement of the ill or injured worker, including the advice of the injured workers medical practitioner, in an early return to work plan;

Ensuring respect of medical confidentiality.

In the event there are two injured workers with similar restrictions, seniority will prevail when placing the employee(s) in the program.

STRUCTURE OF THE COMMITTEE:

The committee shall be composed of equal numbers of employer representatives, which shall be three (3) and union representatives which shall be three (3) who will attend meetings.

When a JRTWC member is not available on shift, a Health and Safety committee member or Union rep on shift will assist in the placement of an injured worker for one shift until the joint return to work committee can place the worker.

FUNCTIONING OF COMMITTEE

In carrying out its work the committee will:

Wherever possible, return injured or ill workers to full employment as soon as possible and in a manner which assists in their recovery and;

Assist the joint health and safety committee in the prevention of workplace injuries. The company recognizes that preventing injuries is the best and most effective solution to workplace injuries.

To that end the company agrees to:

Make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. This will include training and/or the modification of work stations or equipment to accommodate disabled employees in a manner consistent with the collective agreement and current legislation and according to the criteria listed below, providing that such accommodation does not create undue hardship to the company.

Assist the committee in developing an analysis of injuries and their cause in order to provide information that can be used in the prevention of future injuries. Make every reasonable effort to modify existing jobs when it will assist in preventing injuries and accommodating disabled workers.

Work with the JRTWC, in conjunction with the joint health and safety committee, to modify jobs as is determined necessary to prevent future accidents, to accommodate disabled workers and to return workers effectively to the work place.

Work with the JRTWC in conjunction with the joint health and safety committee to develop P.D.A. (Physical Demands Analysis), which will assist in assessing the suitability of the job for an injured worker.

The company and the union agree that the function of the committee is to assist injured or ill workers in an early and safe return to productive employment in the work place, implement the return to work, develop and maintain an analysis of occupational injuries and illnesses and their cause in order to provide information that can be used in the prevention of future injuries and make recommendations regarding modifying existing jobs when it will assist in preventing injuries or accommodate disabled workers.

Prevention:

In order to prevent injuries the company and union agree to make every reasonable effort to analyze the cause of workplace injuries and identify preventive measures with respect to the redesign of jobs and job assignments.

To this end:

The joint return to work committee will, in conjunction with the joint health and safety committee, develop and maintain an analysis of injuries and their cause in

order to provide information that can be used in the prevention of future injuries and make recommendations on modifying existing jobs when it will assist in preventing injuries and accommodating disabled workers.

The company will provide accident reports and information relevant to the analysis required.

The JRTWC will develop a physical demands analysis for all jobs.

The company agrees to pay for 16 hours in ergonomics training per year for all members of the JRTWC.

Return to Work Procedures:

Ventra will make every reasonable effort to accommodate employees coming within the scope of this agreement with suitable alternate, temporary or permanent employment, by reviewing, and if necessary, modifying their regular duties.

In order to accommodate a disabled employee the following shall apply in the order listed below:

First, the disabled employee's present position will be considered for modification. The goal will be to bring the injured/ill worker back to the essential duties of their pre-injury job.

Second, the essential duties of positions within the disabled employee's classification will be considered.

Third, subject to the collective agreement, creating a job by cobbling functions will be considered.

Fourth, the essential duties of positions within the bargaining unit will be considered.

The JRTWC will be responsible for developing a Return to Work Plan based on the above criteria.

The Return to Work Plan should be based on the nature and adaptability of the employees' restriction status. Hours of work will be determined as per restrictions provided by W.S.I.B. and/or the employee's attending physician or physiotherapist, and tailored to, the individual workers' needs. The Return to Work Plan should not be an arbitrary mould and should extend to the time required to benefit the injured worker.

The job that the worker returns to should help the worker get better. It should be offered at the time as soon as possible after the injury and consistent with applicable legislation. It should be constructive and rehabilitative and it should assist the worker in re-integrating into the work force. The program should be

consistent with the collective agreement and not impose any arbitrary or unnecessary restrictions. Employees who are working in accommodated assignments are eligible for their share of overtime work opportunities that arise in their respective assignments. Accommodated employees will not be eligible for work opportunities outside of their medical restrictions. An employee who is no longer able to perform the normal required work of his/her job within a classification but is able to perform other duties, or an employee who has incurred a permanent or partial disability will, by agreement between the Employer and the Union, per Article 11.05 of the Collective Agreement, be assigned to or retained at an operation within his/her medical restrictions at their original rate for two (2) years from the date of injury. If the job he/she is performing is higher than their original rate then the higher rate will apply. Upon completion of the two (2) year period, the employee will assume the prevailing rate of the job he/she is performing.

OCCUPATIONAL INJURIES

Procedures

A worker is expected to report an injury immediately and consistent to applicable legislation. Following notification of the injury the company will fill out the appropriate forms and reports as required by the WSIB legislation.

The workers attending medical practitioner will receive a letter from the company outlining the need for information with regard to expected date of return to work and restrictions that may apply. This letter will include an employee package outlining this JRTW agreement.

The letter can be sent directly to the attending medical practitioner or given to the worker who will be expected to provide it to the doctor

The WSIB and the insurance carrier will provide functional ability forms.

The union Co-Chair of the committee will receive copies of any accident reports and the attending physicians report as to restrictions and ability to return to work.

Should there be any need for representatives of the JRTWC to contact the workers' doctor, they will do so only with the workers' written authorization.

Once the doctor's reply has been received the JRTWC will meet to review the situation. The JRTWC will meet to review/develop a return to work program in accordance with WSIB legislation. The Return to Work Plan will be developed with the employee in attendance.

PERMANENT DISABILITY (OCCUPATIONAL)

Permanently disabled employees are those who experience an injury/illness that permanently restricts their ability to perform their regular duties.

In consultation with the employee, the JRTWC will make every reasonable effort to establish a permanent modified work plan. This assessment will include a revised medical prognosis as may be necessary. Such a plan is subject to the same criteria as set out above.

The Modified Work Plan for a permanently disabled employee may be re-evaluated in the event that relevant circumstances change subsequent to the plan's implementation.

Accommodation may require an adjustment of work process or schedule, financial investment made by the company to modify a workstation, tool or machine, or additional training of reasonable duration up to the point of undue hardship.

Accommodating permanently disabled employees may require special arrangements not provided for by the collective agreement. These must be negotiated and jointly agreed to by the union and the company.

NON-OCCUPATIONAL INJURY OR ILLNESS

A worker who is disabled as a result of a non-occupational illness or injury will have the same rights under this agreement as a worker disabled as a result of occupational causes. Every effort will be made to return the worker to work in an early and safe manner as provided in this agreement.

Employees wishing to participate must have their doctor provide the pertinent information as outlined above.

In the event there are two injured workers with similar restrictions, seniority will prevail when placing the employee(s) in the program. In the event of a disagreement regarding the medical information, the Company reserves the right to an independent medical evaluation by a doctor mutually agreed between the parties and the Company will pay for evaluation.

16.17 Workers' Safety and Insurance Board (WSIB)

The Company agrees to provide a copy of all "Form 7's" to the Union Health and Safety Co-Chairperson.

16.18 Prescription Safety Glasses

The Company agrees to pay a one hundred percent (100%) coverage for prescription safety glasses that are CSA approved and replaced when broken.

16.19 **Safety Shoes**

The Company agrees to supply safety shoes to employees in the amount of one hundred thirty dollars (\$130) in each year, of the Collective Agreement. Additional shoes or boots will be supplied at the discretion of the Joint Health, Safety and Environment Committee.

The following areas will require that safety footwear be worn:

Inside Paint, Cart Maintenance, Shipper/Receiver, Driver/Cleaner, Material Handler, Paint Unload and Paint Load, Injection Set Up, Skilled Trades and Grinder Operators.

If additions to the above are necessary the Health and Safety Committee will be consulted. It is agreed and understood that all employees will have available to them, at work, their safety footwear in the eventuality that they may have to work in any of the above areas.

ARTICLE 17 - VACATIONS

17.01 An employee who on the 30th day of June in each year has:

- a) Completed less than one year of continuous service with the Employer shall receive one (1) day's vacation per complete month of employment to a maximum of two (2) weeks vacation with pay equal to four (4) percent of the employee's total earnings in the previous year;
- b) Completed one (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks vacation with pay equal to four (4) percent of the amount of the employee's total earnings in the previous year.
- c) Completed five (5) years or more of continuous service but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks vacation with pay equal to six (6) percent of the amount of the employee's total earnings in the previous year.
- d) Completed ten (10) years or more of continuous service with the Employer shall receive four (4) weeks vacation with pay equal to eight (8) percent of the amount of the employee's total earnings in the previous year.

e) Completed fifteen (15) years or more of continuous service with the Employer shall receive five (5) weeks vacation with pay equal to ten (10) percent of the amount of the employee's total earnings in the previous year.

f) In any anniversary year, an employee will begin to accrue vacation pay and time at the new level from January 1st of that vacation year.

VACATION PAY EXAMPLES: All employees with a hire date on or before June 30, 1989 are entitled to six (6) percent and will have their vacation percentage switched to six (6) percent effective July 1, 1993.

All employees with a hire date on July 1, 1989 to December 31, 1989, will accrue vacation pay at four (4) percent until January 1, 1994 and at six (6) percent after January 1, 1994 until June 30, 1994. Their accrued vacation pay will be a combination of these two amounts for the vacation year running from July 1, 1994 to June 30, 1995.

17.02 The term "total earnings" includes the previous year's vacation pay.

17.03 Vacations must be completed by May 30th of the following year.

17.04 (a) Because of the impact of scheduling vacation on plant operations, employees with more than two (2) weeks vacation must arrange with management for a mutually satisfactory time for taking vacation time in excess of two (2) weeks. Employees requesting vacation time for June 1st of the current year to May 31st of the following year are required to submit completed vacation request forms to the Human Resources department by February 15th of each year to be processed and returned by April 1st. Vacation requests will be granted on a seniority basis. Requests submitted after this date will be granted on a first come first serve basis. Approval of all vacation requests shall be subject to the Company maintaining adequate staffing. The Company reserves the right to declare a summer vacation shutdown period of time not to exceed two (2) weeks retaining at such time certain employees whose services may be required. During any such period of shutdown, an employee who is otherwise entitled to vacation shall be deemed to be on vacation. Those employees requested to work through the vacation shutdown period will be given the opportunity to re-schedule their vacation at a mutually agreed upon time prior to May 30th of the following year.

(b) Employees who are entitled to more than two (2) weeks vacation will be entitled to take their entitlement in excess of these two (2) weeks in increments of one (1) week, subject to the following conditions:

(1) The Company must receive at least one (1) week advanced notice in the form of a written request.

- (2) Employee(s) who request such additional vacation time in blocks of at least five (5) days will receive their vacation pay for the time requested on their normal pay cycle and not in advance unless specifically requested on the vacation form, assuming sufficient vacation pay has been accrued.
 - (3) Employees with greater than ten (10) years service may take a maximum of two (2) weeks vacation in one (1) day increments and will receive their vacation pay for the time requested but only up to a maximum of ten (10) days. Employees may take a maximum of one (1) week vacation in one (1) day increments and will receive their vacation pay for the time requested but only up to a maximum of five (5) days. Employees on a four (4) day shift schedule may request such additional vacation time in increments in less than four (4) days and will receive their vacation pay for the time requested, but only up to a maximum of four (4) days. In both of these cases, vacation pay will be paid in the following pay period, assuming sufficient vacation pay has been accrued.
 - (4) All such requests in two (2) and three (3) above will be taken at a time that is mutually agreeable to the Company and the employee.
 - (5) Whether or not there is a vacation shutdown, the Company reserves the right to spread one (1) weeks vacation over the vacation season.
- 17.05 When an employee has worked sufficient time to draw vacation pay and dies, the surviving spouse, children or estate shall be entitled to his/her vacation pay.
- 17.06 The Employer will notify employees of the summer vacation shutdown no later than May 30th. Employees who are entitled to vacation in excess of the shut down period will have their requests answered within ten (10) working days for that additional vacation.
- 17.07 Employees will receive their accrued vacation pay at the time they take their vacation. Vacation pay that has accrued as a result of overtime hours worked shall be paid on or about July 1st of each year.
- 17.08 During the current negotiations, the parties discussed the concern regarding employees not having the opportunity to utilize one day of paid vacation as a result of the Canada Day holiday falling within the Summer Shutdown period.
- Due to the need for meeting customer requirements, the parties agreed that the Company shall track and mirror the practice of its major customer(s) with respect to scheduling the Canada Day holiday.

ARTICLE 18 – PAID HOLIDAYS

- 18.01 The following shall be recognized as paid holidays and will be paid for on the basis of the employee's regular rate of pay multiplied by eight (8) hours in the case of a regular scheduled eight (8) hour shift or by ten (10) hours in the case of a regular scheduled ten (10) hour shift

Good Friday
Labour Day

Civic Holiday
Thanksgiving Day

Victoria Day
Canada Day

If production requirements permit, the Company may consider scheduling employees on a six hour shift on the last work day prior to Christmas shutdown. Schedule for Christmas Shutdown is agreed as follows;

1st Year

Dec. 26/11
Dec. 27/11
Dec. 28/11
Dec. 29/11
Dec. 30/11

2nd Year

Dec. 24/12
Dec. 25/12
Dec. 26/12
Dec. 27/12
Dec. 28/12
Dec. 31/12
Jan. 1/13

3rd Year

Dec. 24/13
Dec. 25/13
Dec. 26/13
Dec. 27/13
Dec. 30/13
Dec. 31/13
Jan. 1/14

- 18.02 If the holiday falls on a Saturday, it will be observed on the previous Friday. If the holiday falls on a Sunday, it will be observed on the following Monday, or any other day that is mutually agreed upon. If the holiday falls on a Friday, it will be observed on Thursday for the ten (10) hour afternoon shift.

- 18.03 An employee will be paid for a holiday provided he/she:

a) Works his/her last scheduled shift on the working day which immediately precedes and his/her first scheduled shift on the working day which immediately follows such holiday unless the absence is due to a satisfactory reason or unless the employee has been laid off within thirty (30) days prior to the holiday.

b) If any employee is on the active payroll and is on sick leave, in receipt of Workers' Safety and Insurance Board benefits, or approved leave of absence, the employer agrees to pay the difference in pay from what the employee is receiving if his/her benefits are lower than the paid holiday amount.

- 18.04 If an employee works on any of the said holiday days, he/she shall be paid for all hours worked on the holiday at two (2) times his/her straight time hourly rate of pay in addition to his/her holiday pay as herein provided for.

- 18.05 If any of the above holiday's fall or are observed during an employee's vacation, he/she shall be entitled to an extra day's vacation with pay.

- 18.06 Christmas shutdown holiday pay shall be paid out at a time prior to the Christmas shutdown.

ARTICLE 19 – HOURS OF WORK

- 19.01 (a) The regular workweek shall consist of 40 hours as scheduled by the Company.

For one or two shift operations:

Start	Stop	Hours
5:00 a.m.	1:30 p.m.	8
6:00 a.m.	2:30 p.m.	8
6:30 a.m.	3:00 p.m.	8
7:00 a.m.	3:30 p.m.	8
8:00 a.m.	4:30 p.m.	8
9:00 a.m.	5:30 p.m.	8
3:25 p.m.	11:55 p.m.	8
3:25 p.m.	1:55 a.m.	10

For a three shift operation:

Start	Stop	Hours
7:00 a.m.	3:00 p.m.	8
3:00 p.m.	11:00 p.m.	8
11:00 p.m.	7:00 a.m.	8

- 19.02 (a) For a one (1) shift and two (2) shift operation, the following conditions will apply. Two (2) fifteen (15) minute paid break periods, one before lunch and one after lunch. The unpaid lunch period is 1/2 hour.
- (b) For a three (3) shift operation, the following conditions will apply. A paid lunch period of twenty (20) minutes and two (2) paid fifteen (15) minute break periods, one (1) before lunch and one (1) after lunch will be provided. The wash-up period of five (5) minutes at the end of the shift is withdrawn to enable an orderly transfer of production operations from the outgoing shift to the incoming. To ensure this occurs, the outgoing employee will continue working until relieved by the incoming operator.
- (c) For overtime shifts, the company will, at their discretion run either ½ hour unpaid or 20 minute paid lunches based on production requirements. The union will be notified when canvassing is done to allow all operators to be aware of hours of work.

- 19.03 A ten (10) minute rest period shall be provided at the end of regular working hours for any employee scheduled to work two (2) hours overtime. An additional ten (10) minutes rest period shall be provided at the end of two (2) hours overtime for any employee scheduled to work four (4) hours overtime.
- 19.04 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of work for regularly assigned hours, or for any hours per day or per week, or of days of work per week.
- 19.05 (a) Starting and quitting times may be altered by the Employer after meaningful discussion with the Union.
- (b) It is the duty of each employee to report for his/her regular shift unless he/she previously arranged with his/her supervisor to be absent. If unavoidably prevented from reporting to work, the employee must give notice to the Company by calling the Company's twenty-four (24) hour telephone answering service (705) 742-9733 as far as practical in advance of their scheduled starting time and except in cases of emergency, the employee is expected to call in no later than one (1) hour before their scheduled starting time, unless it is not reasonably practical.
- 19.06 All employees shall be granted a five (5) minute wash-up period at the end of their shift, excluding the 3-shift operation. The employees involved in an isocyanate-medical surveillance program will be given fifteen (15) minutes to have a shower at the end of their shift. This privilege will only be granted to those who use the shower facilities.
- 19.07 An employee may exercise their seniority to change shifts and or departments where there is a sufficient number of employees on a particular job classification but an insufficient number of employees on that particular job classification on a desired shift. A Shift/Department request may be submitted in writing to the Human Resources Department and will be placed within two (2) weeks. All shift/department preferences will be open to all employees in the particular job classification for which shift re-alignment is required. Shift/department preferences will be given by seniority provided that the Employer maintains the right to operate shifts with a qualified work force.

For example only

If a job vacancy comes open on the day shift and there is one or more employees with a recall right to that job vacancy, the Company will allow more senior employees already on that job classification to post to the more preferable shift. If this happens, then the most senior employee with a recall right will be appointed to the resulting vacancy. This procedure will only apply to recall situations and not to normal circumstances where there is a job vacancy and there are no employee(s) with recall rights.

- 19.08 If any Employee above the lowest classification in Flowchart "A" posts for a job in the same classification, it will be treated as a "shift preference" and Article 13.03 will not apply. However, it is agreed that the original posting date to that job classification will have a three (3) month job bidding restriction to another job classification.
- 19.09 If an employee is required by the Company to change shift mid week, the employee shall be provided forty-eight (48) hours advance notice. In the event that the Company fails to provide forty-eight (48) hours advance notice, the employee shall be paid one and one-half times their base hourly rate for all hours worked outside of their regular shift on the first day of the mid-week shift change. This provision shall not apply to incidents of layoff and recall where employees may change shift without notice as a result of exercising their seniority rights.

ARTICLE 20 - OVERTIME

- 20.01 Overtime will be paid at time and one-half the employee's straight-time hourly rate and shall be paid for all hours worked which are beyond eight (8) hours in the case of a regular scheduled eight (8) hour shift or beyond ten (10) hours in the case of a regularly scheduled ten (10) hour shift. Saturday overtime will be paid at time and one-half the employee's straight-time hourly rate.
- 20.02 Two (2) times an employee's straight-time hourly rate shall be paid for all hours worked on Sundays and paid holidays except where the time worked on a Sunday or a paid holiday is part of a midnight start-up shift for the following day (e.g. the Monday midnight shift starting at 11 p.m. on Sunday shall be paid at the straight-time rate for the regular 8 hours worked.)
- 20.03 Overtime payments shall not be paid more than once for any hour worked.
- 20.04 (a) As far as reasonably practical, overtime will be equitably distributed as near as possible in terms of overtime hours charged, amongst employees who normally perform the work in the same classification, department and shift.

Overtime Required Outside the Normal Work Week

Employees' who are starting vacation on the Monday, may volunteer to work the Saturday and Sunday at the start of their vacation, but not the Saturday or Sunday at the end of their vacation, employees cannot be mandated on the weekends surrounding vacation week(s).

The supervisor, together with a Union representative, shall canvass employees in the classification, department and on the shift where the overtime is required, who shall be required to sign the canvass sheet(s), as either accepting or declining the

overtime work opportunity. In the event that an employee refuses or is unable to sign the canvass sheet(s), the Union representative shall sign on the employee's behalf. If the Company is unable to get sufficient employees amongst those who normally perform the work in the classification, department and shift where the overtime occurs, the overtime will be first offered to employees with the least number of charged overtime hours who are qualified to perform the work in the same classification and department where the overtime occurs. Secondly, If additional employees are required then the most junior, qualified employee(s) in the classification, department and shift where the overtime occurs will be required to perform the work.

Overtime Required During the Normal Work Week

The supervisor, together with a Union representative, shall canvass employees in the classification, department and on the shift where the overtime is required, who shall be required to sign the canvass sheet(s), as either accepting or declining the overtime work opportunity. In the event that an employee refuses or is unable to sign the canvass sheet(s), the Union representative shall sign on the employee's behalf. Employee(s) in the job classification, department and shift with the least number of charged overtime hours who normally perform the work will be given the first opportunity to work overtime as an early start or an extension of their shift. If they refuse the overtime, then those employees with the least number of charged overtime hours who have the skill and ability to perform the normal requirements of the work and are on the same shift will be given the opportunity to work.

- (b) Employee will be charged for overtime hours worked and hours of work refused on overtime opportunities as follows:
 - i) Refusal to work any and all overtime shall be charged as though the overtime was worked. When attempting to contact employees by telephone, failure to connect with the employee directly for any reason shall be considered as a refusal and the employee shall be charged. Union representation will be present when the overtime is being offered.
 - ii) An employee who is absent from work for any reason when overtime is being distributed and who would have been requested to work had they been present shall be charged as though the overtime was worked.
 - iii) Any employee entering into an overtime equalization group shall be immediately charged with the highest number of overtime hours of that equalization group. An employee who is temporarily transferred to a new group for five (5) days or less will be canvassed in their home group first and their new group last. The employee shall return to the home group at their old hours plus any canvassed hours. An employee who is transferred to a new group for greater than five (5) days shall be charged the highest hours in the new group and shall be canvassed in the new group only. When

returning to the old group the employee shall be charged the highest hours. Employees who have been laid off outside of the plant, for more than one shift, will enter their old equalization group at the highest hours.

As of the anniversary date of the Collective Agreement each year, the overtime equalization records will be changed and the employee in a group with the lowest hours charged to him/her will start off at zero. The employee with the highest number of hours charged to him/her will start with the number of hours he/she has over the lowest member of his/her group.

Example: (a) has 600 hours as of the anniversary date
 (b) has 630 hours as of the anniversary date

On the date of the Collective Agreement anniversary, “a” will start off with zero hours and “b” will start off with 30 hours.

- iv) Employees will be charged the equivalent of 1.5 times the hours being offered in the case of weekday or Saturday overtime (e.g. 2 hours will be charged and recorded as 3 hours) and 2 times the hours being offered for Sunday or paid holiday overtime (e.g. 2 hours will be charged and recorded as 4 hours.)
 - (c) Employees who are required to work overtime shall be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary. In the event that the Company schedules mandatory overtime work, at least seventy two (72) hours advance notice of such mandatory overtime work shall be provided to the Plant Chairperson and the employees whenever possible. The notice to employees of mandatory overtime shall be clearly posted on the plant bulletin boards.
- An individual employee's personal problems in connection with working overtime should be given careful consideration and his/her individual needs should be recognized.
- (d) If an employee is canvassed for eight (8) hours and only works four (4) hours then the employee will be charged for the canvassed eight (8) hours for equalization purposes.

ARTICLE 20 - OVERTIME

20.05 For an overtime assignment, an employee shall be paid his/her regular rate or the rate of the job, whichever is higher.

- 20.06 The Company may schedule any employees to work up to a maximum of forty-eight (48) hours per week. Such overtime shall be mandatory unless the Company is able to secure sufficient qualified volunteers to meet its requirements.
- 20.07 The Company will maintain up-to-date records of overtime work (issued Tuesday's of each week up to and including the previous Saturday), a copy of which will be given to the Chairperson weekly and posted.
- 20.08 The Company agrees to pay a seven dollar (\$7.00) meal allowance to any employee who works overtime without one (1) day's notice if he/she works at least two (2) hours of overtime beyond the scheduled shift.
- 20.09 Employees who are working in accommodated assignments are eligible for their share of overtime work opportunities that arise in their respective assignments. Accommodated employees will not be eligible for work opportunities outside of their medical restrictions.
- 20.10 Employees in janitorial classification can be canvassed for overtime in the Injection classification, once all employees in the classification have been canvassed and additional employees are still required.
Accommodated employees will be charged for overtime hours in the same manner as other employees.

ARTICLE 21 – SHIFT PREMIUM

- 21.01 A shift premium shall be paid as follows;
1. On the afternoon shift shall be sixty five cents (.65) per hour each year of this Collective agreement;
 2. On the midnight shift shall be seventy cents (.70) per hour each hour of this Collective agreement.
- 21.02 Shift premiums shall not be included when computing overtime premium.

ARTICLE 22 – BEREAVEMENT LEAVE

- 22.01 In case of death in the immediate family or an employee, leave of absence with pay at the employee's straight-time hourly rate will be allowed for the purpose of attending a funeral or memorial service.

- (a) Leave of absence of five (5) days will be allowed in case of death of the employee's wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandchild, stepparents, stepchildren, same sex spouse and foster children
 - (b) Leave of absence of three (3) days will be allowed in the case of the death of the employee's grandfather, grandmother, brother-in-law, sister-in-law, step-brother and step-sister.
- 22.02 The employee will notify his/her immediate supervisor in the event that bereavement leave is required.

ARTICLE 23 – REPORTING PAY

- 23.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at their rate of pay, or if no work is available, shall receive four (4) hours pay at their straight-time hourly rate.
- 23.02 Article 23.01 shall not apply in the event of strikes, stoppages in connection with labour disputes, acts-of-god, or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided his current address and telephone number to the Employer. The Employer reserves the right to advise employees of a plant closure by broadcasting over one (1) local AM frequency and (1) local FM frequency radio stations: The Union will be so advised of this situation at the time.

ARTICLE 24 – CALL BACK PAY

- 24.01 If an employee is called in to work after having left the Employer's premises after completion of his/her regularly scheduled shift, he/she shall receive a minimum of four (4) hours pay at his/her applicable hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

ARTICLE 25 – JURY WITNESS DUTY LEAVE

- 25.01 This benefit is only applicable to full-time regular employees. The employee will be granted a temporary leave of absence if called for jury or witness service. While serving on jury or witness duty, the employee will be paid the normal basic wage, less the jury duty allowance. The employee must present his/her jury-witness notice to his/her supervisor when aware of the need for the leave for jury-witness duty.

ARTICLE 26 – JOB CLASSIFICATIONS AND RATES OF PAY

- 26.01 The job classifications, rates of pay and Flowcharts shall be as set forth in Schedule “A” attached hereto and forming part of this agreement.
- 26.02 Employees shall receive their pay cheques weekly on Thursday, except in the case of the afternoon shift which will receive their pay cheques on Wednesday. The Company intends to continue its practice of paying employees on the Wednesday during weeks in which a holiday falls on a Friday unless it is unable to do so due to computer access or failure. In either case, the Union agrees that no grievances will be filed should any difficulties occur.
- 26.03 Probationary rate is one dollar (\$1.00) less in all classifications until successfully completed the probationary period as per Article 11.02.

ARTICLE 27 - BENEFITS

- 27.01 The Employer shall provide and pay, on behalf of each employee who has completed his/her probationary period and is not on lay-off, one hundred percent (100%) of the premium cost of the current group life insurance, accidental death and dismemberment, weekly indemnity, health benefits, dental plan, vision care and Group RRSP. All of the benefits mentioned in this Article shall be more particularly described and set forth in the respective plan documents or notices of insurance. It is understood that employees who have completed their probationary period and are not on leave of absence or lay-off must, as a condition of employment, participate in the aforesaid group insurance plans unless their spouse is insured elsewhere. Employees absent from work due to illness, injury or while on Workplace Safety and Insurance Board benefits will have benefit coverage for 36 months from their last day worked and not thereafter
- 27.02 The Employer shall have the right to select the carrier of its choice in respect of any of the above benefits, provided that in the event any carrier is changed, an equivalent

level of benefits will be maintained. The employee shall pay for the initial W.I. doctor information on the form provided by the carrier and the Company will pay for subsequent doctor information by way of reimbursement to the employee.

27.03 The Employer reserves the right to require a statement from the attending physician verifying any absence due to illness or accident.

27.04 (a) Employees seeking reimbursement for eligible expenses for drugs, supplies and other medical services must submit properly completed forms and attached receipts to the Payroll Department.

(b) Employees who have submitted receipts and properly completed documents by 1:00 p.m. of any Friday shall receive their reimbursable expenses, by cheque, within ten (10) working days.

27.05 (i) – **Group RRSP**

The current pension plan is terminated with the effective date of the (acquisition date) new Collective Agreement between the parties. The union (C.A.W.) will not oppose or restrict the wind-up of the existing pension plan. The National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada) and its Local 1987 and the Ventra Group Inc., agree that Ventra Group Inc. will not assume any liability for the former pension plan. Ventra Group Inc. agrees to establish a group RRSP based on the following contribution schedule:

One dollar (\$1.00) per hour paid of each year of the Collective Agreement.

Payments shall be remitted monthly on behalf of each individual employee to a financial institution, to be selected by the C.A.W. leadership and shall serve as trust payments to individual registered retirement savings plan accounts for each employee.

Compensated hours shall be defined for the purposes of this article, as hours paid, paid holidays, negotiated vacation, time off or any other days or hours for which the employee is paid, but shall exclude leave of absence, time spent on sickness or accident or Workplace Safety and Insurance Board benefits, which are not opposed by Canadian Labour Law. Persons on authorized union leave of absence shall be considered at work and shall have contributions made on the basis of eight hours for each full day of such leave.

The administrative cost for the plan will be paid by Ventra Group Inc.

Contributions for new hires (after the acquisition date) will commence with the first full pay period after the completion of his/her probationary period, and achieving seniority. Probation employees will then receive contributions to coincide with their date of hire.

27.05 (ii) - **Prior Pension Plan**

It is agreed and understood that Ventra Group Inc. is not liable or in any way responsible for or liable to contribute to the Pension Plan for Employees of Pebra Inc. who are Member of C.A.W. Local 1524 and 1987, which pension plan was continued by JPE Canada Inc. (the "Prior Pension Plan") and that such Prior Pension Plan does not form part of this amended collective agreement. The C.A.W. agrees that upon this amended collective agreement coming into force that it will apply immediately to the Superintendent of Financial Institutions (the "Superintendent") and request that the Superintendent take steps to wind-up the Prior Pension Plan.

It is agreed and understood that Ventra Group Inc. is not and never was the employer in relation to the Prior Pension Plan. It is further agreed and understood that Ventra Group Inc. has no liability in respect of the Prior Pension Plan in respect of either current or former members.

- 27.06 a) In the event an employee is hospitalized as an outpatient, they will be paid weekly indemnity from the date they are hospitalized.
- b) Weekly Indemnity Waiver - The Company agrees that an employee has the right to sign a waiver, for Weekly Indemnity Benefits, while their W.S.I.B. benefits are being processed.
- c) It is agreed that the Company will recognize out-patient surgery in the same manner as first day hospitalization for purposes of determining eligibility for Weekly Indemnity benefits, provided such surgery requires a minimum of twenty-four (24) hours recovery following the surgery. This includes day surgery in a doctor's office or dentist's chair. There will be no coverage for medication, anaesthetics, etc. The parties agree that should an employee be in receipt of an approved WI claim while on vacation, the said employee may apply for an unpaid leave of absence for the lost vacation time.
- 27.07 The Company will provide a thirty-five cent (35¢) co-pay prescription drug plan for all employees in the bargaining units. It is agreed that the plan will contain a generic drug rider requiring generic drugs to be used if available, and if not available, a brand name may be used.
- 27.08 The Company agrees to provide a vision care benefit of two hundred fifty dollars (\$250.00) in each of the Collective Agreement, which will be allowed every two (2) years.
- 27.09 The Company agrees to update the ODA schedule of fees to the current schedule of fees each year during the term of this Agreement.

ARTICLE 28 – EDUCATIONAL ASSISTANCE

28.01 The Employer encourages vocational development by providing financial assistance for approved education programs. On successful completion of an approved course, the Employer will refund up to a maximum of two hundred dollars (\$200.00) for the tuition cost of education courses (not including textbooks or materials) provided the following conditions are met:

- a) The course is relevant to the employee's job either now or in the future.
- b) The course is provided by a recognized educational institution, and
- c) The course is successfully completed.

28.02 Requests for educational assistance must be submitted to the department supervisor and approved by the Employer prior to the commencement of the course and, in order to receive a refund, proof of successful completion of the course must be submitted.

ARTICLE 29 – SUBSTANCE ABUSE

29.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. An institute selected must be covered under OHIP. In the event that OHIP coverage with respect to all institutions providing treatment of substance abuse in Ontario is repealed, the Company agrees to meet with the Union for the purpose of discussing alternate practical means of continuing to provide substance abuse treatment to employees who require it.

29.02 **Substance Abuse Program Guidelines**

1. Reimbursable Expenses for Substance Abuse Counsellors:

- (a) Transportation of an employee by a counsellor to and from a treatment centre or airport (seven days per week) will be paid. Costs will be reimbursed at a rate of \$0.29 per kilometre. Expenses will be limited to a

maximum of 1,400 km per trip. The Company car will be provided where possible.

- (b) Airport parking is set at one day maximum.
- (c) Meal allowance, during times of transportation in excess of three hours, will be paid to a maximum of \$20.00 per day.
- (d) Receipts must accompany expense submissions.

2. Time Loss

Time loss will be covered for time required only during the regularly scheduled eight-hour shift within the normal forty (40) hour work week.. This includes recognized substance abuse counsellors only.

3. Procedure

The accepted procedure of obtaining a floor pass for union business will be required for substance abuse counselling. However, a recognized substance abuse counsellor shall obtain immediate consent to conduct substance abuse counselling.

- 4. The substance abuse program will be subject to review, as required, to determine whether modifications to the program are needed.
- 5. Substance abuse information will be treated with the utmost confidentiality by all person(s) involved.
- 6. The Company substance abuse counsellor and the Union substance abuse counsellor will be selected by the respective party.

29.03 The Company agrees to allow the Substance Abuse Representative to attend one course per year of up to sixteen (16) hours duration during the term of this Collective Agreement. The Company will pay the course cost and the Representative's lost wages associated with attending this course.

The Company agrees to make annual donations during the life of this Collective Agreement of one hundred dollars (\$100) each to Renaissance House.

ARTICLE 30 – NEW JOB

- 30.01 When a new job is created, the Company may assign an employee to such job for a period not to exceed thirty (30) calendar days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Committee and provide all such data used to arrive at the new classification and rate. If the Committee and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

New jobs shall be posted within thirty (30) calendar days of start up, and experienced gained as a result of temporary assignment will not be considered as qualification on the posting. The most senior applicant will be awarded the job and trained.

ARTICLE 31 – PAY EQUITY

- 31.01 The parties agree the rates as modified by the Pay Equity Plan will be contained in the rates as set out in the collective agreement. The Company and the Union agree that the Pay Equity plan will be maintained annually unless there are major changes to any jobs.

ARTICLE 32 – COST OF LIVING ALLOWANCE

- 32.01 Effective November 1, 2013 COLA will recommence. The base for this purpose shall be the CPI index for August 2013. COLA adjustments, commencing November 1, 2013 will be determined by comparing the average index for the previous applicable three-month period to the base described above, payable on a quarterly basis. The formula provides a one cent (1¢) adjustment for each 0.125 change in the average Consumers Index (1992 = 100). The COLA adjustment will be folded into the base wage rates as they become payable. There will be no reduction in hourly rates should there be a decrease in the CPI. In the event that Statistics Canada ceases to publish the monthly CPI in its present form, such change shall be the subject of discussion by the parties prior to amending their provision.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01 The Company agrees to the following:
- (a) To provide the Union with as much advanced notice as possible prior to the introduction of new technology.
 - (b) To work with the Union to ensure the least adverse effect on employees when introducing new technology.

ARTICLE 34 – UNION COMMITTEE MEETING

- 34.01 The Committee will be given the opportunity to hold a Committee Meeting of one (1) hour's duration (Company paid) to discuss pertinent Union business as it pertains to the administration of the Collective Agreement.

These meetings will be held under the following conditions:

- (1) As required, but no more than maximum of one (1) meeting per week of one (1) hour duration.
- (2) Meeting agenda provided to the Company.
- (3) Meeting participants will consist of Union In-Plant Committee (e.g. Plant Chairperson(s) and Zone Committee person only). Alternate Committee persons may only attend in the absence of the Committee person. Also, Local President will be in attendance.
- (4) The meeting start time will be one (1) hour prior to the end of the shift, which has the majority of the meeting participants. It is agreed that for overtime purposes, this one (1) hour meeting time will be paid as straight time and will not be counted for overtime equalization purposes.
- (5) The Union will provide the Company with a typed or written notice of those Union representatives who were in attendance at these meeting(s) within twenty-four (24) hours after the meeting(s).

ARTICLE 35 – CONTRACT PRINTING

- 35.01 The Company agrees to pay for the printing of the Collective Agreement and to provide each employee with a copy of same in booklet form by the lowest cost Union supplier.

ARTICLE 36 – CREDIT UNION/UNITED WAY/CANADA SAVING S BOND DEDUCTIONS

- 36.01 a) The Company agrees to make every reasonable effort to deduct wages and submit same to a bonafide Credit Union for its employees.
- b) The Company agrees to deduct employee contributions for Canada Savings Bonds.
- c) The company agrees to deduct employees' contributions to United Way.

ARTICLE 37 – LETTERS OF AGREEMENT

- 37.01 The Company and the Union agree that all Letters of Agreement contained herein become part of this Agreement.

ARTICLE 38 – LABOUR/MANAGEMENT MEETINGS

- 38.01 The parties agree to two (2) Labour/Management meetings annually at six (6) month intervals. Each party will submit an agenda, no later than 3 working days prior to the meeting, listing items to be discussed. The meetings will provide a forum for ongoing communication and the joint consideration of various concerns, which arise. The persons attending such meetings shall suffer no loss of regular pay.

ARTICLE 39 – TERM OF AGREEMENT

- 39.01 This Collective Agreement will become effective the twenty first (21st) day of December, 2010 and will remain in effect until the ninth (9th) day of February, 2014, inclusive; and either party may give notice in writing, to enter into negotiation for the purpose of amending any terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of expiry.

Agreed at Peterborough, Ontario this 21st day of December, 2010.

FOR: LOCAL 1987, C.A.W.

FOR: Ventra Plastics Peterborough

Harry Heigh

Brad Delorme

Rose Wickman

Tina Jordan

Ann Merryweather

Lynda Haylor

Rob Oke

Louise Swinton

Chuck New

Randy Marko

Julie Walsh

Kathy Byrd

LETTERS OF AGREEMENT

Letter #1 - Punch Clocks

The Company agrees to provide punch clocks at the Peterborough facilities. Employees in order to be paid for hours worked are required to use the punch clock or biometric

scanner or other technology that does not rely on a card or sign in, to confirm attendance at work. Failure to swipe in/out may cause a delay in receiving an accurate pay.

Letter #2 - Flex Time

The Company agrees to meet to discuss opportunities for flex time within the clerical group.

Letter #3 - Students

1. The Company will be permitted to hire students during the school holiday period from June 1st up to and including Labour Day to fill in for seniority general production employees who are absent due to Leaves of Absence, Vacations or temporary increases in manpower. Preference shall be given to family members (one (1) per family) of our employees and they shall be chosen on a one for one alternating basis. Students will be provided three (3) days training which shall include orientation, WHMIS, on the job training and other areas as identified.
2.
 - a) If seniority employees are on lay off, students will not be offered the opportunity to work.
 - b) Students will not gain seniority status.
 - c) Students will not work overtime until all seniority and probationary employees have been asked.
 - d) Students will be the first employees sent home in the event of a work shortage.
3.
 - a) Students will be subject to the same conditions of employment as probationary employees, save and except the seniority provisions.
 - b) Students will be required to pay an initiation fee(s) and regular Union dues as outlined in the Union Constitution.
 - c) No student shall be used during the summer shutdown until all seniority/probationary volunteers have been utilized.
4.
 - a) Students shall receive the probationary rate (one dollar below regular rate) plus applicable shift premiums.
 - b) Students will be eligible to be paid overtime rate in accordance with the overtime provisions of the Collective Agreement.
5.
 - a) The Company will provide the Union with a list of students and update that list as students are hired.
 - b) If a student is hired on full time, they will not serve a probationary period but their first day hired as a new employee will be their seniority date.

Letter #4 - Punch Out During Wash-Up

The Employer will permit employees to punch out during the wash-up period at the end of their shift. It is understood between the parties that all employees must remain at their work stations until the beginning of the wash-up period. Should the employees abuse this understanding, the employer reserves the right to insist that employees not punch out before the scheduled quitting time for their shift. The employees involved in an isocyanate-medical-surveillance program will be given fifteen (15) minutes to have a shower at the end of the shift. This privilege will only be granted to those who use the shower facilities.

Letter #5 – Benefits on Layoff

A seniority employee shall continue to be covered under the group benefit plans referenced in Art. 29 for the full month, following the month in which the layoff occurs.

Letter #6 - Committee Lost Time

The Company agrees to pay the lost time for all committee members who participated in this set of negotiations. The local unions will submit a bill to the Company and the Company will remit a cheque. This is settled without prejudice.

Letter #7 - Salary Continuation

Office and Clerical employees will receive the same weekly indemnity benefits other employees receive under Article 27 with the exception that Office and Clerical employees will be entitled to five (5) paid sick days in each year of this Collective Agreement and there shall be no carry over from year to year

Letter #8 - Cart Maintenance

It is understood that the work of Cart Maintenance shall be limited to performing the work listed below:

- a) cleaning
- b) changing wheels
- c) greasing
- d) minor structural repairs

Note: All fabrication of prototype carriers and fixtures will be performed by tool and die makers.

Letter #9 – Union Office

The Employer will make available to the Union an office with locked filing cabinets, a desk and three chairs. A telephone will be provided and paid for by the Employer. If the phone use is abused, the Employer can discontinue paying for same.

Letter #10 – Plant Closure

In the event that Ventra closes its Peterborough location, Ventra agrees to join with the Union in requesting financial assistance from the provincial and federal governments to facilitate a labour adjustment program. Ventra will contribute \$25,000 to the Labour Adjustment Program. Ventra will provide to the union access to an office, desk, chair, computer, photocopy machine and restricted fax and telephone until the location closes. Ventra will allow employees who are to be laid off reasonable unpaid time off upon providing reasonable notice to attend job interviews. Ventra will discuss adjustment program problems with the Union.

Letter #11 – Severance Pay

In the event that Ventra announces the total closure of its Peterborough plants during the term of this Collective Agreement, all seniority employees on active payroll at time of the closure shall be entitled to one (1) week of severance pay per year of service to a maximum of twenty six (26) weeks, subject to the provisions of the *Employment Standards Act, 2000* whether or not the employee has five (5) years of service. Ventra will continue providing benefit coverage for the month following the month of layoff.

Letter # 12 – Past Practices

Past Practices: Past practices that evolved outside the terms and conditions of the prior Agreement are null and void as December 1, 2001.

Letter #13 – Job Rotation

During the current negotiations the parties discussed the benefits of job rotation. The Company agreed to implement job rotation for as many employees as practical, to the extent that this would not in any way impede or jeopardize the quality and efficiency of the production process. Upon implementing job rotation, the Company will assess its effects on the production process on an ongoing basis and shall meet with the Plant Chairperson and the Union Health & Safety Co-chairperson to discuss the findings of the assessment. Depending on these findings, the Company reserves the right to modify the job rotation program as required.

Letter #14 – Robotic Operational Training

During negotiations the parties discussed training requirements for Robot Operators. The Company agreed to meet with the Union for the purpose of discussing appropriate training for the Robot Operators.

Letter #15 – Line Speed Changes

The parties agree that changes to conveyor line speeds shall be made at the sole discretion of the Company and that the accessibility to alter conveyor line speeds shall be limited to the senior manager or designate present on the shift during which the line speed change is to occur. Adjustments to line speeds that affect the level of required staffing will be communicated to the Plant Chairperson or Committee-person present on the shift during which the line speed change is to occur.

Letter #16 - Payroll Errors

Shortages equal to or greater than fifty dollars (\$50), where the shortage is due to a Company error, shall be corrected by issuing a manual cheque to the employee within one (1) working day of the shortage being brought to the attention of the Company.

Overpayments shall be recovered in weekly installments equal to or less than fifty dollars (\$50) for the affected employee. Where the employee terminates employment and has an outstanding balance owing to the Company, the Company may deduct the outstanding balance from the employee's final pay or from any monies owing to the employee.

Letter #17 – Violence Against Women/Men

During the current negotiations the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. physician, lawyer, professional counselor) a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. The intent of this statement is subject to a standard of good faith on the part of the Company, the Union and the affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate, disciplinary measures.

Letter #18 – Women's Advocate

The Company agrees to allow for the Women's Advocate to attend one course per year of up to sixteen (16) hours duration during the term of this Collective Agreement. The Company will pay the course cost and the Women's Advocate's lost wages associated with attending this course.

Letter #19 – Continental

The Company can assure that there will not be Continental shifts in the life of this Collective Agreement.

Letter #20 – EHS Deductible

After discussion at negotiations the Company agreed that there will only be one deductible regarding Green Shield coverage and that deductible shall be as described in the Benefit Booklet.

	<u>Job Classification</u>		
	1st Year	2nd Year	3rd Year
<u>Assembly Department</u>			

Glue Line Operator	20.58	20.68	20.88
Production Worker	19.08	19.18	19.38
Janitor	19.08	19.18	19.38
Material Handler	19.08	19.18	19.38

Injection Moulding Department

Set-up	23.63	23.73	23.93
Grinder Operator	20.68	20.78	20.98
Production Worker	19.08	19.18	19.38
Material Handler/ Raymond Reach	19.08	19.18	19.38

Paint Department

Paint Set-up	23.63	23.73	23.93
Chemical Monitor	22.63	22.73	22.93
Paint Kitchen	21.63	21.73	21.93
Cart Maintenance	19.13	19.23	19.43
Production Worker	19.08	19.18	19.38
Material Handler	19.08	19.18	19.38

The Company and the Union agree that when a Chemical Monitor or a Paint Set Up employee reports earlier than 5:00 AM then those employees shall be paid 3 hours midnight shift premium.
Relief Person Premium is 25¢ per hour above Regular Rate
Lead-Hand Premium is \$1.00 per hour above Regular Rate

Job Classification (Continued)
1st Year 2nd Year 3rd Year

Shipping & Receiving Department

Shipper/Receiver	20.68	20.78	20.98
Driver/Cleaner	19.68	19.78	19.98
Material Handler/ Raymond Reach	19.08	19.18	19.38

Quality Department

Lab Technician	20.47	20.57	20.77
Quality Auditor	19.97	20.07	20.27
Q.A. Technical Assistant	20.93	21.03	21.23

Relief Person Premium is 25¢ per hour above Regular Rate

Lead-Hand Premium is \$1.00 per hour above Regular Rate

Skilled Trades

Electrician/Electronic	29.43	29.53	29.73
Machine Repair/Millwright	29.43	29.53	29.73
Mouldmaker/Tool & Die Maker	29.43	29.53	29.73

It is agreed that Tool and Die Maker shall also mean Mouldmaker and as such the Company may hire either a Mouldmaker or a Tool and Die Maker at the discretion of the Company.

Skilled Trades Employees only

Lead-Hand Premium is \$1.00 per hour above Regular Rate

Job Classification - Office Union

1st Year

2nd Year

3rd Year

Computer System Analyst	23.53	23.63	23.83
Material Control Clerk	19.68	19.78	19.98
Maintenance Control Clerk	19.68	19.78	19.98
Payroll & Benefit Clerk	19.68	19.78	19.98
Accounts Payable Clerk	19.68	19.78	19.98
Secretary	19.68	19.78	19.98
Purchasing Clerk	19.68	19.78	19.98
Inventory Control Clerk	19.68	19.78	19.98
Shipping/Receiving Clerk	19.68	19.78	19.98
Data Entry Clerk	19.68	19.78	19.98
Receptionist	19.68	19.78	19.98
Material Planning Clerk	19.68	19.78	19.98
Floater	19.68	19.78	19.98
Scrap Tracker	19.68	19.78	19.98

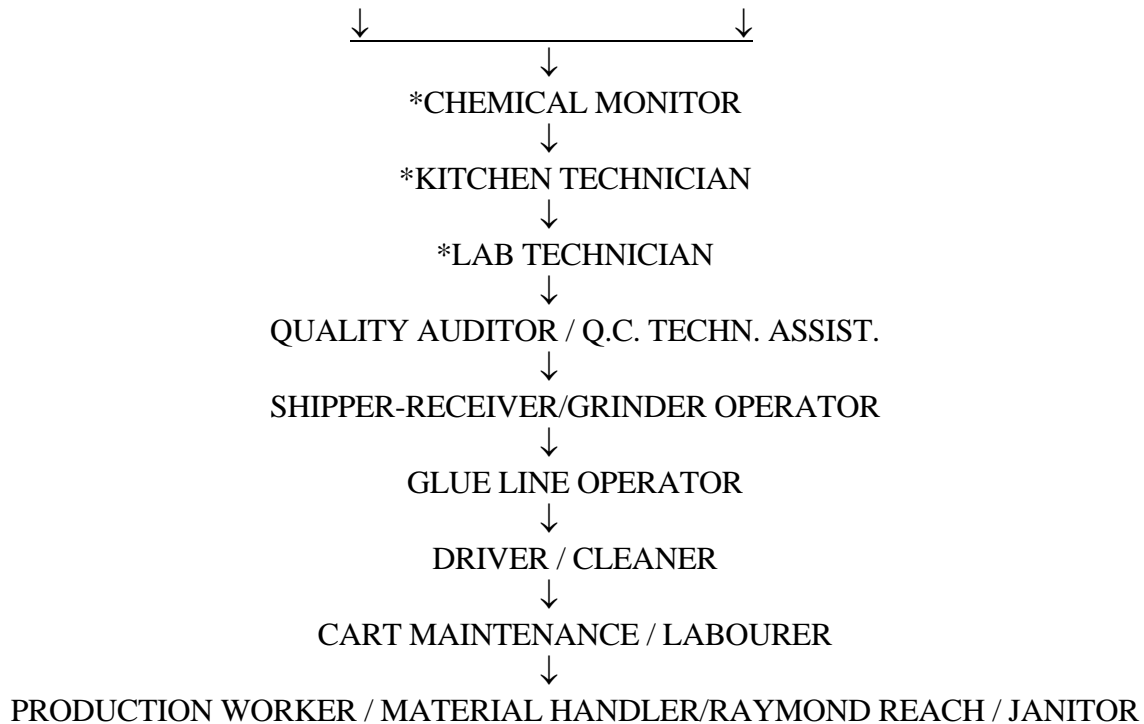
Wage Rate Increases

The parties agree to the following increases:

	Hourly Wage Increase 2 nd Year	Hourly Wage Increase 3 rd Year
All Classifications	\$0.10	\$0 .20

FLOWCHART “A”

PAINT SET-UP	INJECTION MOULDING SET-UP
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*** NOTE:** These employees may only be bumped by another asterisked employee who has had the required classification for a period of at least six (6) months within the past five (5) years, assuming there has been no substantial changes in the duties and responsibilities of the required classification if there are no qualified employees, the Company reserves the right to hire.

New: An employee who chooses to decline a bump as outlined above will be flowed down to general production. An employee shall sign a waiver to decline a bump. If an employee chooses to change their status on the waiver they must notify HR in writing.

CLERICAL/SALARIED BARGAINING UNIT

FLOWCHART

COMPUTER SYSTEM ANALYST



MATERIAL CONTROL CLERK/PURCHASING CLERK /
SHIPPING-RECEIVING CLERK /DATA ENTRY CLERK /
RECEPTIONIST/ ACCOUNTS PAYABLE CLERK/
SECRETARY

MAINTENANCE STORES CLERK / INVENTORY CLERK/
MAINT. PLANNING CLERK

PAY & BENEFITS CLERK/FLOATER/SCRAP TRACKER



PRODUCTION WORKER

SCHEDULE “A” FLOWCHART

SKILLED TRADES

Tool & Die Maker

Machine Repair Maintenance / Millwright

Electrician / Electronic

Subject to language
of Article 9 of the
Skilled Trades Agreement

It is agreed that Tool and Die Maker shall also mean Mouldmaker and as such the Company may hire either a Mouldmaker or a Tool and Die Maker at the discretion of the Company.

SKILLED TRADES TO VENTRA GROUP INC.,
AND CAW-CANADA
COLLECTIVE AGREEMENT

ARTICLE 1- SKILLED TRADES MASTER

- a) Skilled Trades for the purpose of this Appendix will be those trades as listed in the Skilled Trades Flowchart.
- b) The term “Production” as used in this Appendix refers to all occupations not included in the Skilled Trades portion of the Skilled Trades Flowchart.
- c) All provisions of the Collective Agreement and all related benefits, when applicable, shall apply to the employees of the Skilled Trades, except as otherwise expressly provided for in this Appendix.
- d) It is understood and agreed that each Skilled Trade, as listed in Skilled Trades Flowchart has a work content and priority area as established by practice. Such practice will be continued during the life of this Agreement.

ARTICLE 2 – DEFINITIONS

- a) **JOURNEYPERSON** - The term “Journeyman” as used in this Appendix shall mean any person who:
 - 1) Has completed a bonafide apprenticeship of four (4) years of 8,000 hours and has a substantiating certificate, or
 - 2) Has a CAW Journeyman’s Card, or
 - 3) Has acquired eight (8) years’ trade-related experience and/or trade-related formal training and can prove same.
- b) Entry into the Skilled Trades shall be restricted to persons:
 - 1) Who qualify as journeymen under the provisions set forth in the immediately preceding paragraphs, or
 - 2) Who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties, or
 - 3) Who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Skilled Trades Committeeperson, or
 - 4) Who provide documents within fifteen (15) working days of being promoted from any classification.

ARTICLE 3 - EMPLOYMENT

The Company agrees to maintain the existing levels of current skilled trades people, assuming current production levels are maintained.

ARTICLE 4 - ACQUISITION OF SENIORITY FOR LAY-OFF AND RECALL PURPOSES

A newly hired probationary Journeyperson shall acquire seniority rights in a Skilled Trade consistent with the provisions of Section 11.00 of the Collective Agreement.

If a probationary Journeyperson in one Skilled Trade is transferred to another Skilled Trade, all time worked in either Skilled Trade will be credited for his/her acquisition of seniority. However, once he/she has acquired seniority, his/her seniority date will be his/her date of entry into the latter Skilled Trade.

The retention of probationary Journeypersons shall be consistent with the provisions of Article 2 of the Skilled Trades Agreement.

ARTICLE 5 - APPLICATION OF SENIORITY

The application of seniority in the Skilled Trade occupation shall be by non-interchangeable occupations or trades within each trade as shown in the Skilled Trades Flowchart. Seniority lists shall be by basic trade or occupation.

ARTICLE 6 - ACCUMULATION OF SENIORITY

Unless otherwise agreed by the parties concerned, a Journeyperson or Apprentice in a Skilled Trade will have date-of-entry seniority in such Skilled Trade and shall continue to accumulate plant-wide seniority.

ARTICLE 7 - APPRENTICE PROGRAM

- a) **APPRENTICESHIP STANDARDS** - The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace and Transportation General Workers Union of Canada (CAW-CANADA) and its Local 1987.
- b) **PURPOSE** - The purpose of these standards is to make certain that extreme care is exercised in the selection of candidates and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.
- c) **DEFINITIONS**
- 1) The term “Company” shall mean Ventra Group Co.
 - 2) The term “Union” shall mean the duly authorized representatives of the National Automobile, Aerospace and Transportation General Workers of Canada (CAW-Canada) and its Local Union 1987.
 - 3) “Director” shall mean the Director of Apprenticeship with the Ministry of Training, Colleges and Universities.
 - 4) “Training Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, and registered with the Director.
 - 5) “Committee” shall mean the Local Skilled Trades per Article 13.
- “Standards of apprenticeship” shall mean this entire document, including these definitions.
- “Act” shall mean the Apprenticeship and Certification Act, 1998
- d) **APPLICATION** - Application for apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Skilled Trades Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.
- e) **APPRENTICESHIP ELIGIBILITY REQUIREMENTS** - In order to be eligible for apprenticeship under these standards, the applicant must meet the following qualifications:

The candidate has successfully completed the academic standard prescribed by the regulations for the trade or must have an Ontario Secondary School Diploma or its educational equivalent.

Exceptions to these requirements may be made by the Company upon recommendation of the Committee for applicants who have unusual qualifications and shall not be inconsistent with the Act.

It is understood that all applicants must successfully pass the Company's regular employment requirements including testing.

- f) **CREDIT FOR PREVIOUS EXPERIENCE** - At the discretion of the Ministry of Training, Colleges and Universities Training Consultant, credit for prior experience in the applicable trade may be given after evaluation and shall not be inconsistent with the Act. Review will be made prior to the completion of the apprentice's probationary period.
- g) **TERM OF APPRENTICESHIP** - The term of apprenticeship shall be as established by Ministry of Training, Colleges and Universities these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in l) below.
- h) **PROBATIONARY PERIOD** - The first five hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.
- i) **HOURS OF WORK** - Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the Journeyperson employed by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to Journeyperson established by these standards is maintained.
- j) **RATIO** - The ratio of apprentice to Journeyperson shall not exceed one (1) apprentices to each two (2) Journeyperson in the trade in which he/she is apprenticed (e.g. one (1) toolmaker apprentice to two (2) toolmakers.) If lay-offs become necessary, apprentices shall be laid off to maintain the same ratio.
- k) **DISCIPLINE** - The Committee may recommend discipline and/or cancellation of the training agreement of the apprentice to the Company at any time for cause such as:
 - 1) inability to learn;

- 2) unreliability;
- 3) unsatisfactory work;
- 4) lack of interest in his/her work or education;
- 5) improper conduct;
- 6) failure to attend classroom instruction regularly.

- 1) **WAGES** - Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1,000 hours - not less than 65% of the Journeyperson's wage rate
2nd 1,000 hours - not less than 70% of the Journeyperson's wage rate
3rd 1,000 hours - not less than 75% of the Journeyperson's wage rate
4th 1,000 hours - not less than 80% of the Journeyperson's wage rate
5th 1,000 hours - not less than 85% of the Journeyperson's wage rate
6th 1,000 hours - not less than 90% of the Journeyperson's wage rate
7th 1,000 hours - not less than 95% of the Journeyperson's wage rate
8th 1,000 hours - not less than 95% of the Journeyperson's wage rate

The apprentice shall also receive the annual improvement factor and all cost-of-living increases relative to the above schedule that are accorded all other plant employees, where such contract provisions exist. Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices must be in good standing with the college throughout their apprenticeship regarding their academic status and attendance.

Apprentice will agree to sign a waiver to allow the Company access to academic and attendance records at the college.

Apprentices must supply proof of passing grade from the college in the basic course, in order to progress to level of 80% of the Journeyman rate.

Apprentices must supply proof of passing grade from the college in the intermediate course, in order to progress to level of 90% of the Journeyman rate.

Apprentices must supply proof of passing grade from the college in the advanced course, in order to progress to level of 95% of the Journeyman rate.

Apprentice will be given 500 hours after completion of Apprenticeship Program to successfully write the provincial exam for Journeyman status.

Apprentices who are given credit for previous experiences shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has completed the required training and after recommendation for his/her Journeyperson's certificate by the Committee, he/she is to receive not less than the minimum rate to skilled Journeyperson in the trade in which he/she has served his/her apprenticeship provided an opening exists and he/she is selected for employment as a Journeyperson.

Apprentice shall not be paid for attendance at night school. If an applicant is required to attend a day school course in addition to his/her night school training, he/she shall receive the difference between the pay appropriate to his/her apprenticeship period and any compensation paid to him by any government agency.

- m) **ACADEMIC TRAINING** - Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are per the Ministry of Training, Colleges and Universities Apprenticeship Training Standards. Modification may be made to the schedules by the Committee subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five percent (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his/her attendance at the school to the Company.
- n) **LOCAL SKILLED TRADES COMMITTEE** - There is hereby established a Local Skilled Trades Committee as defined in Article 13.

It shall be the duty of the Committee:

- 1) To see that each prospective apprentice is interviewed and impressed with his responsibilities he/she is about to accept as well as the benefits he/she will receive.
 - 2) To offer constructive suggestions for the improvement of training on the job.
 - 3) To review progress of each apprentice based on the sign off of required modules. Progress may be signed off by the, appropriate skilled trades trainer.
- o) **SENIORITY** - The apprentices will exercise their seniority in their own group. For example, if there are four (4) apprentices in the trade such as "Toolmaker" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice will be given seniority equal to 50% of time spent as an apprentice but not more than three (3) years.

An employee with seniority who is selected for an apprenticeship shall be permitted if affected by lay-off during the first five hundred (500) hours of apprenticeship, to return to his/her former job classification with the same seniority date that he/she held immediately prior to becoming an apprentice.

After five hundred (500) hours as an apprentice he/she shall not acquire or retain seniority rights to bump into any classification outside that of apprenticeship.

- p) **APPRENTICESHIP AGREEMENT** - “Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he/she is a minor), which agreement shall be approved by the Director.

The following shall receive copies of the apprenticeship agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union
6. The National, Automobile, Aerospace and Transportation General Workers Union of Canada (CAW-Canada)

- q) **CERTIFICATE OF COMPLETION OF APPRENTICESHIP** - Upon completion of the apprenticeship under these Apprenticeship Standards, the Company will recommend to the Director, that a certificate, signifying the completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Director unless recommended by the Committee.

- r) **SCHEDULE OF WORK PROCESS** - The schedule of work processes and related training shall be established by the Sponsor:

The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices. The Company will notify the Committee when it is prepared to consider additional apprenticeship trades.

Modification may be made to any schedule of work processes by the Committee, subject to final approval by the Sponsor. The Skilled Trades Branch of the CAW may request further discussion upon any such changes within thirty (30) days of such changes being introduced. The Company shall notify the Registration Agencies of such changes.

ARTICLE 8 - LAY-OFF AND RECALL PROCEDURE

- a) A production employee cannot exercise his/her seniority to displace a Journeyman or Apprentice within a Skilled Trade. Conversely, a Journeyman or Apprentice may exercise his/her seniority to displace an employee in the Production Group using previous production seniority.
- b) In the event of a lay-off from a Skilled Trade, the following procedure shall apply.

Probationary Journeymen will be laid off from the affected Skilled Trades.

Apprentices will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade.

Journeymen will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade.

- c) Recalls of Journeymen, Apprentices or Probationary Journeyman within a Skilled Trade shall be made in the reverse order of lay-off within such Skilled Trade affected.
- d) A laid off seniority Journeyman or Apprentice may, if he/she so elects, file an application with the Human Resources Department for employment in the Production Group. Upon receipt of such application, the employee will be given preference over a new hire, or failing, that shall displace a probationary employee. Such employee will then have date of entry seniority in the Production Group with the understanding that to protect his/her Skilled Trade seniority, he/she must return to his/her Skilled Trade when recalled. Failure to accept such recall means he/she shall forfeit his/her Skilled Trades seniority and will retain his/her date of entry seniority in the Production Group. Notwithstanding the above, a Journeyman or Apprentice may after serving a lay-off of six (6) months in any nine (9) month period from his/her Skilled Trade, elect within a period of thirty

- (30) calendar days thereafter to continue on lay-off subject to recall to his/her Skilled Trade or exercise his/her total seniority, if sufficient to displace the most junior employee in a production Group in accordance with the Lay-off and Recall Provision of the Collective Agreement and he/she shall forfeit his/her former Skilled Trades seniority. However, such employee will have priority transfer rights to his/her former Skilled Trade over other applicants provided he/she has the necessary ability and qualifications.
- e) In the event that the Company hires a laid off probationary Journeyperson employee into a Production Group, the employee will forfeit any claim to his/her Skilled Trade and will be required to serve the full probationary period in production as outlined in Section 11. of the Collective Agreement. Should such employee be laid off from production and rehired into a Skilled Trade as a probationary Journeyperson, he/she will be required to serve the full probationary period within the Trade as outlined in Article 4, above.

If circumstances arise that are not covered in this Article, the Local Union Committee and Management will confer.

ARTICLE 9 - DISCONTINUANCE OR ELIMINATION OF A SKILLED TRADE

Where the work of a Skilled Trade is discontinued or eliminated, or a Journeyperson or Apprentice has served a lay-off of six (6) consecutive months from his/her Skilled Trade, the "parties" will endeavour to place the appropriate number of employee(s) of the affected department in another Skilled Trade for which they may qualify as either Journeyperson or Apprentice in accordance with Article 6. In the event such is not possible, the provisions of Article 8 (d) shall apply.

ARTICLE 10 - OVERTIME DISTRIBUTION

1. The Company agrees it will not mandate skilled trades, after being canvassed, unless the plant is running production.
2. If no skilled trades employees are on layoff in a classification, then properly canvassed skilled trades will be considered as full utilization.
3. Having regard to the foregoing, in the absence of sufficient skilled trades employees the Company will ensure contractors complete the work. If no contractors are available to complete the work, the appropriate number of skilled trades will be mandated by inverse seniority. The Company will advise the elected Skilled Trades Representative immediately if a contractor is unavailable.

4. This only applies to the Skilled Trades group and as such does not apply to any other part of the bargaining unit.

Overtime in a Skilled Trade overtime sharing group will be distributed evenly as far as possible, among those employees presently working in such overtime sharing group. Such overtime will be offered first to the Journeyperson and secondly to the Apprentice. With the exception of mandated overtime the overtime canvass process will be as follows:

- The Company will post overtime opportunities in the various trades on a notice board to be located in the skilled trades area;
- The opportunities will be posted a reasonable time ahead of the overtime;
- The opportunities will include the expected hours and trades required;
- The appropriate trades may make themselves available for the opportunities on the day of the posting;
- Employees on the WEC will be notified by telephone in the presences of a Union representative to be made aware of the overtime opportunity. When attempting to contact employees by telephone, failure to connect with the employee directly for any reason shall be considered as a refusal and the employee shall be charged.
- The Company will choose the required trades by lowest overtime hours at the time of the posting of the opportunities. In the event of a tie, seniority will prevail. The trades will be advised as to who will work;
- Those who do not make themselves available will be deemed canvassed and will be charged the applicable hours;
- If the opportunity is cancelled the trades will be notified.
- If an employee is canvassed for eight (8) hours and only works four (4) hours then the employee will be charged for the canvassed eight (8) hours for equalization purposes.

5. Preventative/ Predictive Maintenance

During the current negotiations, the parties discussed the importance of preventative and predictive maintenance programs.

It is imperative that the management engage the Skilled Trades and involve the Skilled Trades as early as possible in the design, build and launch of new equipment so that all maintenance related issues with the equipment and the PM's that need to be performed can be addressed.

The parties recognize that there are times when preventative maintenance needs to be performed during downtime. It is also recognized that management needs to take advantage of any downtime opportunities, such as Christmas, Easter and summer shutdowns.

It is also important that the Skilled Trades are given as much advanced notice as possible that they will be required to work these periods.

Recognizing that there still may be times that downtime PM's need to be performed, and sufficient trades people are not available, management may mandate up to two (2) persons in each skilled trades classification for an 8 hour shift of overtime to perform downtime PM's.

If the company violates the intent or spirit of this language, the union has the right to temporarily suspend the Preventative/Predictive Maintenance language after providing thirty days written notice which will include the reasons for the suspension. The parties will hold a meeting as soon as possible to discuss the issues that caused the union to suspend the language, with the intent to resolve the dispute.

ARTICLE 11 - PERMANENT TRANSFER

- a) Should an employee in one Skilled Trade, possessing Journeyperson qualifications in another Skilled Trade, as listed in Skilled Trades Flowchart be granted a transfer from his/her present Skilled Trade into such other Skilled Trade job vacancy, he/she shall retain seniority in his/her former Skilled Trade for thirty (30) calendar days, at which time he/she will forfeit his/her seniority rights in the former Skilled Trade and establish seniority as per Article 6(a) in such other Skilled Trade.
- b) A Journeyperson in one Skilled Trade who is transferred to fill a vacancy in another Skilled Trade will retain his/her seniority in his/her former Skilled Trade for thirty (30) calendar days at which time he/she will forfeit his/her seniority rights in his/her former Skilled Trade and establish date and entry seniority in his/her new Skilled Trade.
- c) A Journeyperson in a Skilled Trade will have priority transfer rights to another Skilled Trade within the department over other applicants from another Skilled Trade or new hires providing he/she has the necessary qualifications, ability and proven trade related experience.
- d) Transfers made under this Article are limited to once yearly.

ARTICLE 12 - DEDUCTION OF SKILLED TRADES COUNCIL MEMBERSHIP DUES

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon request of individual authorization cards signed by the employee at the time of hire.

First deduction to be made from the employee's first pay received after completion of the probationary period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

ARTICLE 13 – LOCAL SKILLED TRADES COMMITTEE

The Parties have agreed to establish a Local Skilled Trades Committee composed of one representative of each trade, one of whom shall be the Skilled Trades Committeeperson. The Facilities/Maintenance Manager and the Maintenance Supervisor(s) as applicable shall represent the Company. Meetings will be scheduled by the Skilled Trades Committeeperson and the Facilities/Maintenance Manager. The Committee will meet every thirty (30) days or as required. An agenda will be set forth, in advance by the Skilled Trades Committeeperson and the Facilities/Maintenance Manager. This Committee will discuss matters related but not limited to:

- a) Lines of demarcation between Trades;
- b) The need for technical training to upgrade the skills of Tradespersons;
- c) The extent of training required, the method of delivery, and the implementation program;
- d) The effectiveness of training;
- e) The apprenticeship program;

It is further agreed that the committee may consult with a CAW National Skilled Trades Representative, the Industrial Training Branch, etc in carrying out their responsibilities.

It is also agreed that the workers affected by the introduction of new technology should have every opportunity to apply themselves to the new skills and the new technology.

The Company will assume the cost of on-the-job training to afford bargaining unit employees the opportunities to keep current with new methods, tools, machines, and new technology affecting their work and job security.

The Committee shall make recommendations to the Company for implementation concerning the use of affected employees in the area of the training of those employees who can be used in such work as programming, numerical control and other functions which could be allocated to such employees.

Any recommendations of the Committee which are not implemented by the Company shall be subject to Step 2 of the grievance procedure and, failing settlement, by an arbitrator selected under Article 10 of the Collective Agreement.

Prior to proceeding to arbitration, any issue in dispute shall be submitted to the Skilled Trades Department and shall only proceed to arbitration on the recommendation of the Skilled Trades Department.

When possible, the Company will notify the Skilled Trades Committee person sixty (60) days in advance on the introduction of any new technology.

Training will be given to senior Tradespersons on a rotating basis when administering training. The senior Tradesperson who will be receiving the training will be asked to provide his/her input into the implementation.

ARTICLE 14 - SKILLED TRADES - SHIFT ROTATION

Skilled Trades will be rotated through the shifts and departments which shall be defined as inside Paint and all areas outside Paint as evenly as possible subject to training.

Schedules will be posted eight (8) weeks in advance of each six (6) month schedule. Schedules are subject to change due to unexpected circumstances which includes fluctuations due to customer requirements. Note: The Company will post a six-month schedule on the acquisition date. The schedule will cover the first six months. Changes in the rotation shall be by mutual agreement between the parties.

Temporary Shift Change

A skilled trades employee may apply in writing for a temporary shift change with another skilled trades employee of the same trade on the form provided by the Company. All requests for a temporary shift change must be received by the Company no later than 12:00 PM Wednesday for a shift change for the following week..

ARTICLE 15 - SKILLED TRADES TOOL ALLOWANCE

The Company agrees that it will pay a tool allowance of four hundred dollars (\$400) each year of this Collective Agreement. Employees will have tools replaced by the Company if they are lost, broken or stolen. Application for such tools will be ordered on a form supplied by the Company.

The Company agrees to cover theft of Skilled Trades' tools under the Company insurance policy. The deductible will be paid by the Company. An accurate, verified inventory of personal tools in the facility including photographs, where applicable, shall be required in order to make a claim.

ARTICLE 16 - LINES OF DEMARCATION

The Local Unit Chairperson may request the Human Resources Department to arrange a special meeting to hear the skilled trades committee person's views concerning problems in connection with work assignments of employees in the skilled trades group and to discuss the matters. Such special conference will also be attended by the Facilities Manager and a representative from Human Resources. The National Skilled Trades Representative or designee may also attend.

If the matter involves the appropriateness of the work assignment of the employees in skilled trades group and it is not resolved the matter shall be forwarded in writing to the Human Resources Department. Within a reasonable period of time thereafter, the Company will give the Union a complete statement of facts of the case and the reasons for its position. Within thirty (30) days of such delivery the Union shall notify the Company that the case has been withdrawn or forwarded to the National Skilled Trades Department.

If necessary the National Union shall, within thirty (30) days of receipt of the statements, may request a conference to discuss the matter with the Skilled Trades Committee by written notice to the Human Resources Department. The Skilled Trades Committee shall attempt to resolve the matter. If unable to resolve the case within thirty (30) days of the appeal, the case may be withdrawn without prejudice by the Union or may be appealed to an arbitrator for final and binding decision. Such arbitrator shall be a person who is technically competent to deal with such a problem and will be selected under Article 10 of this Collective Agreement.

The preparation of Skilled Trades Job descriptions shall be the responsibility of the Skilled Trades Committee per Article 13 of the Skilled Trades language.

The guidelines of discussion shall be the job descriptions applicable to Skilled Trades and the CAW book of Job Descriptions except where a mutually agreed to change has been made on a particular job description.

ARTICLE 17 – NO CONTRACTING OUT

Within this context, the Company reconfirms the understandings reached during these negotiations regarding skilled trades concerns over contracting out of work.

Primary among these understandings is the Company's commitment that there will be no reduction of skilled trades employees as a result of outside contracting throughout the life of this Collective Agreement and more specifically as follows.

Planning

Plant management will meet semi-annually to review with CAW skilled trades representative(s) the projected workloads regarding the installation, construction, maintenance, repair, service and warranty work of existing or new equipment, facilities, fixtures and the fabrication of tools, dies, jigs and patterns.

Information

Advance notice of outside contract activities will be provided in situations other than emergencies to provide for meaningful discussion and a careful analysis of the Company's workforce capabilities in connection with the subject work.

Layoff and Recall

When skilled trades employees are on layoff in a classification the Company's skilled trades employees on layoff will be given first priority for the work, before the contractor, providing that they can perform the work available.

Full Utilization

It is the policy of the Company to fully utilize its own employees in the skilled trades group in the performance of maintenance work. Consistent with work scheduling practices skilled trades employees will be given first priority to do such work provided they are capable of performing such work.

This language super cedes other sections of the collective agreement that would be in conflict with this appendix.

ARTICLE 18 - CALL-IN

In the case of a call-in, the only time Management will ask a Skilled Trades employees to work for a specific number of hours will be to cover for a fellow Skilled Trades employee who is absent from work.

In all other emergency call-in cases, if a Skilled Tradesperson is called at home by telephone more than one (1) hour in advance of their regular scheduled shift, then he/she will be entitled to a minimum of four (4) hours pay at the applicable rate of pay. This procedure does not apply to an overtime work situation, which is scheduled at least ten (10) hours in advance of a Skilled Tradesperson's regularly scheduled shift.

ARTICLE 19 - SKILLED TRADES WEEKEND COVERAGE (WEC)

The Company and the Union, herein known as the parties, agree that it is in their mutual interest to ensure that Ventra Plastics Peterborough attains the highest level of production required to maximize the ability to meet the needs of the customer.

To this end the following understanding is entered into.

The signing of this Letter of Understanding and the understandings contained herein shall super cede certain provisions of the current Collective Agreement only as they apply to employees working on the WEC shifts.

The Company will hire sufficient millwrights, electricians and tool and die to ensure proper coverage for all shifts. Proper coverage for the WEC shall be three (3) millwrights, one (1) electrician and two (2) tool and die maker. When three shifts are scheduled and the WEC is implemented, one additional millwright and one additional tool and die maker will be required.

WEC shall consist of a twelve-hour shift for Saturday and a twelve-hour shift for the Sunday.

WEC 12-hour shift will be implemented and rotated within the present 8 hour, three-shift rotation, equally among the Skilled Trades employees. In the event of an electrician, millwright or tool and die layoff, the manpower will be reduced on the WEC.

The Company will provide a minimum of eight- (8) week's notice of its intention to cancel the WEC.

HOURS OF WORK

The normal hours of work for those providing the WEC shall be twelve- (12) hours for each Saturday and Sunday commencing at 7:00 AM to 7:00 PM each day, for a total of twenty-four (24) hours worked. The starting time may be changed by mutual agreement between the parties.

Night shift start up will be canvassed for coverage four (4) hours prior to the start of production. In the event there are an insufficient number of employees available through the canvass process, then the lowest seniority trades on the WEC will be mandated 11:00 AM to 11:00 PM. For all other start up times the appropriate trades will be mandated if the WEC shift does not cover the situation.

Employees assigned to the WEC schedule will be paid time and one half for time worked on the Saturday shift and double time for the time worked on the Sunday shift except as otherwise described in this letter.

The pay period for the WEC shall commence on the Saturday.

An employee scheduled to the WEC will be credited with forty (40) hours worked for provisions of the current Collective Agreement with respect to:

1. RRSP
2. Fringe Benefits
3. Vacations
4. COLA
5. Mandatory Overtime
6. WSIB

For each twenty four- (24) hour period actually worked on the WEC.

PERSONAL LEAVE

Per Article 15.03 of current Collective Agreement except one day's pay shall be twelve hours in the case of a regular scheduled twelve- (12) hour WEC shift.

VACATION

Employees working on the WEC and who have qualified for vacation shall be allowed to take vacation during the effective period of the WEC schedule, as per the Collective Agreement. If an employee uses a Saturday of their WEC as a vacation it shall count as two- (2) days vacation entitlement. If an employee uses a Sunday of their WEC as a vacation it shall count as three- (3) days vacation entitlement.

WEEKLY INDEMNITY

The normal Weekly Indemnity plan shall apply to eligible employees on the WEC. Saturday shall count as two- (2) days waiting time and Sunday shall count as three- (3) days waiting time for employees on WEC at the time of illness.

OVERTIME

If an employee on WEC agrees to work overtime as an early shift start or an extension of their Saturday or Sunday shift the employee will be paid at the double time rate.

Overtime opportunities that occur from Monday through Friday will be offered to all employees in the classification from lowest to highest hours. Any hours worked Monday through Friday by the WEC employees will be paid at time and one half the straight time hourly rate.

BEREAVEMENT

Bereavement leave shall be as described in the current Collective Agreement except as follows:

1. If an employee suffers a loss consistent with Article 22 of the Collective Agreement and is on the five day rest period that employee will be entitled to the applicable bereavement pay at the straight time hourly rate, through that week or;
2. If an employee suffers a loss consistent with Article 22 of the Collective Agreement during WEC the employee will be entitled to the applicable bereavement leave with no loss of pay for Saturday and/or Sunday as applicable.

PAID HOLIDAYS

The administration of paid holidays shall be as described in Article 18 the Collective Agreement except as follows:

1. If a paid holiday falls on either side of an employees scheduled WEC the employee shall be eligible to be paid eight (8) hours at the straight time rate in addition to pay for their weekend work and shall be paid double time for all hours worked on the paid holiday.
2. In the event that a Statutory Holiday falls on a WEC employees regularly scheduled time off, the employee may apply for an alternate day off. Employees requesting an alternate day off are required to submit the completed request forms to the Supervisor. The Supervisor will submit the form to Human Resources.
3. Skilled Trades employees shall work the day shift immediately following New Years day in place of their scheduled WEC between Christmas and New Years day.

REPORTING PAY

Per Article 23.01 of current Collective Agreement except employee shall receive six (6) hours pay at the applicable rate.

BREAK PERIODS

There shall be three fifteen- (15) minute paid breaks, and one twenty- (20) minute paid lunch break during the WEC twelve- (12) hour shift.

UNION REPRESENTATION

WEC employees shall be covered by the skilled trades committeeperson. If the regular committeeperson is not on shift for any reason then the alternate skilled trades committeeperson on shift may be utilized. If there is no representative on shift an employee may request that his/her Supervisor call in the regular skilled trades representative to deal with issues as described in the Collective Agreement.

REVIEW PROCESS

The parties agree that this Letter will be reviewed on a quarterly basis. Any changes resulting from the review will be arrived at by mutual agreement.