

Collective Agreement

Between

Woodbridge Foam Corp.
1999 Forbes St., Whitby, Ont L1N 7V4

and

The National Automobile, Aerospace,
Transportation and General Workers Union of
Canada
CAW, Local 222

Begins:

05/01/1999

Terminates:

05/30/2002

10932 (02)

Source: comp
Employees: 150
Received by: df
Date: 04/04/2000

INDEX

ARTICLE		PAGE NUMBER
1	Purpose of Agreement	1
2	Recognition	1
3	Plant Movement	2
4	Management Rights	3
5	Union Membership and Check-Off	4
6	Discrimination	5
7	Union Representation	7
8	Strikes and Lockouts	10
9	Grievance Procedure	10
10	Arbitration	13
11	Discharge	14
12	Probationary Period	15
13	Seniority	16
14	Lay-Off	18
15	Recall	19
16	Job Posting	19
17	Temporary Transfer	21
18	Paid Holidays	23
19	Vacations	25
20	Hours of Work	27
21	Overtime	28
22	Shift Premiums	30
23	Occupational Accidents and Illness	30
24	Non-Compensable Accidents/Illness	31
25	Personal Leave of Absence	32
26	Pregnancy Leave of Absence	33
27	Leave for Union Business	33
28	Bereavement Allowance	34
29	Reporting-In-Pay	34
30	Call-back Pay	35
31	Safety and Health	35
32	Union/Management Dispute	38
33	Rest Period	39
34	Tool Allowance	39
35	Agreements	40
36	Juror/Coroner Duty	40
37	Technological change	41

10932(02)

APR 10 2000

APR 10 2000

10932(02)

INDEX CONTINUED

38	Reprimands	41
39	Cost-Of-Living Allowance	41
40	Wages	42
41	Employee Benefits	42
42	Paid Education Leave	43
43	Skilled Trades	43
44	Duration of Agreement	45

APPENDIX

"A"	Wage Rates	46
"A"	Probationary Rates	46
"B"	Employee Benefits - Whitby	47

LETTERS OF UNDERSTANDING

LETTERS

1	Stand-By-Pay	52
2	Mutual Exchange	52
3	Outside Contracting	53
4	Job Rotation	54
5	Temporary Absence Program	54
6	Substance Abuse	55
7	Pension Adjustments	55
8	L.O.A. and Pension	56
9	Skilled Trades Training	56
10	W.S.I.B. Disputed Claim	56
11	Grievance of W.I., Dental & E.H.C. Decisions	56
12	Clothing Allowance	57
13	Outside Cameras	57
14	ISO Monitors	57
15	Payroll Discrepancies and Grievances	57
16	Weekly Indemnity Benefit Claim Delays	58
17	Bargaining Unit Work	59
18	Training	59
19	Sample Making	59
20	Plant Closure	59
21	Health & Safety	60
22	Hiring of Students	60
23	Union Office	61

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1:01** It is mutually agreed that the purpose and intent of this Agreement is to promote cooperation and harmony between the Employer, the Employees and the Union and to secure for the parties the full benefits of orderly Collective Bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all grievances, to promote efficiency in the production of quality products, and to set forth the conditions of employment to be observed by the Employees, the Union and the Company.
- 1:02** In this agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and plural, singular where the text so indicates.

ARTICLE 2 - RECOGNITION

- 2:01** The company recognizes the union as the exclusive Collective bargaining Agent of all regular plant employees at its plant location: 1999 Forbes Street, Whitby, Ontario, save and except Supervisors, persons above the rank of Supervisors, Office and Plant Clerical Staff, Sales Staff, Technical Staff (such as Work Measurement Staff, Quality Control Staff, Sample Co- Ordinators), Engineering Staff (such as Professional Engineers, Engineering Technicians, Designers, Draftsmen).
- 2:02** The words 'employee' or 'employees' when used in this Agreement shall mean only such regular plant employees as are included in the bargaining unit as defined in Clause 2:01.

2:03 Employees defined in Clause 2:01, not in the bargaining unit, shall not perform any work which is recognized as work of the bargaining unit, except for the purpose of instruction, experimenting or in emergencies. It is not the company's intent to displace bargaining unit members by having salaried employees performing regular bargaining unit work. Experimental work, shall mean the production of foam which will not be sold to the customer, excluding samples.

The company will advise the appropriate union representative before performing bargaining unit work.

ARTICLE 3 - PLANT MOVEMENT

In the event that during the term of this Collective Agreement, the Company decides to move in whole or in part from 1999 Forbes Street, Whitby, Ontario to a new location in Ontario, not covered by another Collective Agreement, the Company agrees to meet with the Union Committee not less than thirty (30) calendar days prior to such move.

The purpose of such meeting(s) will be to:

- (a) Confirm the method of recognition of the C.A.W. at the new location.
- (b) Examine the feasibility of job opportunity for the employees affected, and working in the plant, at the time of such move.
- (c) Review the application of the terms of the Collective Agreement, as to how such terms may be applicable to this new operation.
- (d) The seniority of the employees shall be carried to the new plant with a continuance of seniority and service.

ARTICLE 4 - MANAGEMENT RIGHTS

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

- to operate and administer its affairs, to direct the working force, to plan, direct and control operations,
- to schedule working hours, to determine the number of employees to be employed, and the right to hire and select employees from any source, promote, demote, classify, transfer, rehire, retire, to discipline, suspend or discharge employees, for just cause; to make, enforce, and alter, from time to time, rules and regulations covering the operations, a violation of which may be among the reasons for discipline or discharge, subject to the Grievance Procedure; and release employees because of lack of work or for other reasons,
- such rules and regulations shall not be inconsistent with the provisions of this agreement, and any such changes to these rules and regulations will be meaningfully discussed with the Plant Committee before publication.
- to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment, product components, parts and materials, services and equipment purchased, the control of materials and parts, the methods and techniques of production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards.

- to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company,
- subject to the expressed provisions of the Agreement, and provided it is not inconsistent with the terms of this agreement.

ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF

- 5:01 All regular employees who are Union members at the signing of this Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract.
- 5:02 All regular employees, who are not members of the Union at the date of this signing of the Agreement, shall, as a condition of employment, have the Company deduct from their pay an amount equal to the local Union monthly dues, for the duration of this contract.
- 5:03 All employees hired after the signing of this Agreement, and probationary employees after thirty (30) days worked, shall as a condition of employment, have the Company deduct from their pay an amount equal to the Local Union monthly dues for the duration of the Agreement.
- 5:04 Dues are defined for the purpose of this Clause as the regular Union dues, as prescribed by the Constitution of the Union.
- 5:05 (a) The Company will, upon receipt of an authorization

card, signed by an employee covered by Clauses 5:01, 5:02, and 5:03 of this Agreement, who has completed thirty (30) days worked, for the duration of this Agreement, deduct from each weekly pay cheque the regular union dues of such employees, and remit such monies to the Financial Secretary of Local 222 of the National Union C.A.W. by; the fifteenth of the month following the month in which dues were deducted.

(b) The Company will, at the time of making such remittance, supply a list of the names of each employee from whose pay deductions have been made, and the total amount deducted for the month. Also the name and status of any employee from whom the Company has made no dues deductions.

- 5:06 No deduction shall be made from the pay of any employee covered by Clauses 5:01, 5:02, and 5:03 of this Agreement, in any pay period, where such employee has worked less than a total of ten (10) hours.

Paid vacation days and paid holidays will be considered as time worked, for the calculation of union dues.

- 5:07 The Union agrees to indemnify and save the company harmless against all claims or other forms of liability that might arise out of or by reason of deductions made or payments made in accordance with the Collective Agreement.

ARTICLE 6 - DISCRIMINATION

- 6:01 Both the Company and the Union are committed to providing a workplace free of discrimination and

harassment. Employees must not engage in discrimination or harassment because of prohibited ground contrary to the Ontario Human Rights Code (the 'Code'). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provision of the Code.

6:02 The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behavior against others that can have devastating effects.

(a) Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

(b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

6:03 (a) If an employee believes that he has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his Union representative and/or Supervisor. If the employee's Union representative and/or Supervisor cannot, to the satisfaction of the employee, deal with the complaint, the employee is encouraged to submit his/her complaint in writing to a Joint Committee.

(b) A Joint Committee will be comprised of three (3) representatives selected by the Company and three (3) representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman.

The Company will ensure appropriate training by a certified CAW training source as follows:

- 1) All new hires will receive four (4) hours training.
- 2) Each member of the Joint Committee will receive four (4) hour yearly refresher training.
- 3) All employees will receive a one (1) hour yearly refresher training. The Joint Committee will establish a procedure for expediting such investigations.

ARTICLE 7 - UNION REPRESENTATION

7:01 The Company acknowledges the right of the Union to elect Committee- persons to a maximum of five persons on a ~~two~~ (2) or three (3) shift operation and a maximum of three persons on a one (1) shift operation. The Company agrees to recognize five elected union reps. as the negotiating committee. One of such Committee-persons will be the Skilled Trades rep. and the Plant Chairperson.

The duties of the elected Union Representation shall be to administer the collective agreement. Such elected Union Representative at the time must have completed their probationary period.

7:02 The Union will inform the Company verbally and then confirm in writing, the names of the Union Representatives and Plant Chairperson and any subsequent change in the names of the Union

Representatives and Plant Chairperson, and the Company will not be required to recognize the Union Representatives and Plant Chairperson until such notification from the Union has been received.

- 7:03** The Union recognizes and agrees that the Committee-persons have regular duties to perform in connection with their employment. Before leaving their regular duties, to investigate or process a grievance, or otherwise attend to the business of administering the Collective Agreement, the Committee-person(s) must obtain the permission of their immediate Supervisor(s) to do so indicating the nature of their business and the time anticipated to transact such business. Permission granted by their immediate Supervisor(s) will not be abused nor will excess time be used to transact such business.

In the above procedure, permission will normally be granted immediately except in unusual circumstances which require immediate attention, such permission will be granted within a half (1/2) hour. However, the Union recognizes that cases will occur where the Company will need a reasonable period of time to provide a replacement. Company approved time off work, by the Committee-person(s) or the Grievor, processing grievances will be paid by the Company at base hourly rate.

- 7:04** The Union recognizes and agrees that the Plant Chairperson has regular duties to perform in connection with his employment. Before leaving his regular duties to attend to Union business, the Chairperson must advise his Supervisor, of the time anticipated to transact such business.

Company approved time off work by the Plant

Chairperson, processing grievances or in the administration of the Collective Agreement will be paid by the Company at base hourly rate, to a maximum of twenty (20) hours total, in any one week.

Where the Plant Chairperson requires additional paid time to attend to Union business, such time must be approved by the Plant Manager, his designate or another manager within the Plant.

- 7:05 Meetings called by the Company will be paid by the Company.
- 7:06 In the event of the unavailability of the Plant Chairperson, for a one (1) day or more absence, and the Union designates another member of the Bargaining Committee as a substitute, the Company will pay the substitute the Chairperson's wage.
- 7:07 The company agrees to recognize and deal with a representative from the National Union, as a member of the Negotiating Committee.
- 7:08 The union will be allowed to post, in an enclosed case provided by the Company, notices regarding meetings and matters pertaining only to the Union. In the event a notice is posted which the Company deems to be inappropriate, the Union must obtain approval before posting further notices.
- 7:09 It is agreed that the Union, its Members or Agents, shall not distribute or cause to be distributed, any hand bills, pamphlets, literature or Union material, on the Company premises or time, except for arrangements agreed to between the Union and the Company.
- 7:10 The Company agrees to reasonably consider any requests by the Union to engage in Union activity of

any kind during working hours, or on the premises of the Company.

- 7:11 Company agrees to provide a properly outfitted Union office.
- 7:12 The Company acknowledges that the Union has the right to hold elections for committee persons on the plant premises. Elections are to be held outside of normal working hours, excluding weekends.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8:01 The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work, either complete or partial for any reason by any employee or employees. There shall be no lock-out by the Company.
- 8:02 During the continuance of this Agreement the Union agrees it will not counsel or permit its members to cause nor will any Member of the Union take part in any sit-down, stay-in, or slow-down in the plant or any curtailment of work or restrictions of, or interference with, production of the Company, and the Union will not cause or permit its Members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provisions of this section.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9:01 The following procedure will be followed in the settlement of disputes arising out of this Agreement:

- Step 1: The employee must submit his verbal grievance to his Supervisor or designate, within three (3) working days from the date of the alleged violation of the Agreement, or from the date the alleged violation of the Agreement became known to the grievor. A Union Committee-person will attend a scheduled meeting with the employee and the Supervisor within three (3) working days and shall render a written decision to the employee/union within three (3) working days following this meeting and if they fail to do so the grievance will go to Step 2.
- Step 2: Failing an answer or a satisfactory settlement as in Step 1, the grievance will be forwarded to the department manager within three (3) working days. At this time, the grievance must be submitted to the company in writing. The grievance must state in what respect the Agreement has been alleged to be violated or misinterpreted with reference to the specific clause or clauses relied upon and the nature of the relief or remedy sought. The department manager or his designate will schedule a meeting and render a decision within Five (5) working days from the date of the signed grievance and if they fail to do so the grievance will go to Step 3.
- Step 3: Failing an answer or a satisfactory settlement as in Step 2, within three (3) working days, the aggrieved employee, with the Chairperson, and the Committee-person involved, shall refer the grievance in writing, to the Plant Manager or his designate. **At** the time the grievance is presented to the Plant Manager or his designate, a representative from the National Office of the Union and/or the President of the Local may be present, if requested by the Union or the Company. The Plant Manager, or his designate, shall

render his decision in writing to the Union, within five (5) working days from the date the grievance was submitted to him in writing.

- 9:02 Policy or group grievances initiated by the Company or by the Union will be originated at the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step of the Grievance Procedure.
- 9:03 Grievances dealing with suspensions greater than one day shall commence with the third step of the grievance procedure. Prior to leaving the plant, the suspended employee shall be given the opportunity to meet in the Union office with the Plant Chairperson or the shift Committee person for a reasonable time, up to thirty (30) minutes.
- 9:04 The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent by both parties.
- 9:05 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 9:06 Failing a satisfactory settlement as in Third Step, the Grievance may be submitted to Arbitration as outlined in Article 10 of this Agreement.
- 9:07 Any grievance not presented and/or carried forward within the time limits as set forth under any steps of the Grievance Procedure and Arbitration Procedure, or any longer periods which may have been mutually agreed upon, shall be deemed null and void.
- 9:08 Any grievance not answered by the Company or by the Union, within the time limits as set forth under the grievance procedure or any longer periods which may

have been mutually agreed upon will result in the grievance being withdrawn by the Union or **settled** in the grievor's favour without prejudice or precedence.

ARTICLE 10 - ARBITRATION

- 10:01 Failing a satisfactory agreement in third step of the grievance procedure, it shall be the responsibility of the party desiring arbitration to inform the other party in writing within thirty (30) calendar days after the Plant Manager, or his designate's response.
- 10:02 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union agree that the undermentioned persons shall be called to arbitrate on a rotation basis and in order of their listing:
- W. Rayner
 - P. Knopf
 - M. Teplinsky
 - F. Reilly
- 10:03 The Arbitrator, will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 10:04 The decision of the Arbitrator, shall be binding and final upon both parties. The Arbitrator, shall be restricted in his award to the provisions of this Collective Agreement, and shall not in its award add to, delete from, or otherwise alter or amend any provisions of the Agreement, or deal with any matter not covered by this Agreement.

- 10:05 Each party will equally bear the expense and fees of the Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 10:06 Any extension of the time limits may be made by either party by mutual consent, in writing, or by the Arbitrator, who will advise the parties in writing.

ARTICLE 11 - DISCHARGE

- 11.01 (a) The Company will notify the employee and the Union, in writing, within ~~two~~ (2) working days of the alleged violation becoming known to the Company.
- (b) The Union will be permitted up to one (1) working day to investigate the alleged violation from the time of such notification.
- (c) During such investigation the company and the Union may make efforts to find an acceptable resolve without the need for a hearing as per (d) below. Should such a resolve be worked out any discipline imposed will then be removed.
- (d) When the discipline has not been resolved following the completion of the Union investigation, a hearing must be held within three (3) working days otherwise. The hearing will be held at a mutually agreed time and date. The hearing will be held between the Company and the Plant Committee and the employee and the Supervisor may be present at such hearing if deemed necessary by either party.
- (e) Within one (1) working day of this hearing, the Company will give the Union and the employee a written notification of the action the Company will be taking before the employee is discharged.

11:02 However, 11:01 shall not apply when the alleged violation may endanger the safety of themselves or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant. In such case, the Company may immediately remove such employee from the premises.

When the discipline has not been resolved, a hearing will be arranged as in 11:01 (d) after the fact and such hearing will be held within one (1) working day if such action is for a period beyond the shift in which they were sent home,

11:03 If the employee discharged feels they have been unjustly dealt with, they may file a grievance within two (2) working days of such action being taken, and the grievance may be arbitrated.

11:04 The time limits provided for in the Article may be extended by mutual agreement, in writing, on an individual case basis.

11:05 The employee and the Union will be given a copy of any warning, reprimand, suspension, or disciplinary layoff entered on an employee's personnel record, within two (2) working days of the action taken.

11:06 The Supervisor shall ask an employee if they want their Union Representative in attendance when they are taken to an office for an interview and/or investigation which may lead to immediate discipline.

ARTICLE 12 - PROBATIONARY PERIOD.

12:01 New hires shall be considered probationary until they have completed a total of sixty (60) days actually worked, within a twelve (12) month period, after

which they shall become regular employees, as defined in Clauses 2:01 or 2:02 and their seniority date shall be counted back sixty (60) working days from the date they completed their probationary period.

- 12:02 During their probationary period, probationers shall be subject to release by the Company at any time, for any reason, and further, the Company will have no responsibility for re-employment of probationers if they are laid off.
- 12:03 Probationary employees shall have no rights of grievance under any terms of the Collective Agreement.

ARTICLE 13 - SENIORITY

- 13:01 The term 'seniority', as used herein, shall mean accumulated service, as described in Clause 12:01.
- 13:02 In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of the employee's last name.
- 13:03 An employee will lose his seniority and his employment with the Company will be terminated, for any of the following reasons:
- (a) if he voluntarily **quits**.
 - (b) if he is discharged, and not reinstated through the Grievance Procedure.
 - (c) if he is retired, under the Company retirement policy.
 - (d) if the employee is absent without Company approved leave of absence, for more than three (3) consecutive working days without a satisfactory reason.

- (e) (i) If an employee has been laid off due to lack of work, and does not return to work within five (5) working days after being contacted personally to report for duty. When the employee cannot be contacted, the Company will notify the employee by registered mail to his last known address, and he will be allowed no more than five (5) working days from the registration date of such notification, to report for duty. A copy of the registered letter will be provided for the Plant Chairperson, at the time of mailing.
- (ii) If an employee is at work with another employer he will not lose his seniority if he reports for work with the company within five (5) working days following his notice of recall, as outlined in Clause 13:03 (e) (i).
- (9) If an employee overstays any Company approved leave of absence without receiving an extension, in writing, of such leave of absence
- (g) If he accepts gainful employment while on any leave of absence without first obtaining the consent, in writing, of the Company.
- (h) If an employee is laid off due to lack of work for a period equivalent to accrued seniority, at the date of the commencement of lay-off.
- (i) If an employee is absent from work because of compensable or non- compensable illness or injury, equivalent to accrued seniority or in accordance with Section 54 of the Workplace Safety and Insurance Act (whichever is greater), at the date of the commencing absence, unless at any time during the absence it becomes known, that the employee will never return to work.

- (j) An employee who breaks seniority under Article 13:03 (h) and is rehired to the same job classification within one (1) year of losing seniority will not be required to serve a probationary period.

13:04 It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and phone number (listed or unlisted). If an employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

13:05 The Company agrees to post an up-to-date plant wide seniority list on or about June 30th and December 1st, of each year, and three (3) copies of the seniority list will be provided for the Plant Chairperson.

ARTICLE 14 - LAY-OFF

14.01 In the event of a reduction in the work force, lay-off will be in the inverse order of seniority. Seniority will be exercised by job classification, then plant basis, excluding tool repair.

Seniority shall not apply for lay-offs of two (2) days or less, except as between employees on the same shift.

The Company will give three (3) working days notice to employees with seniority prior to a lay-off for two (2) weeks or longer.

For a lay-off lasting less than two (2) weeks, the Company shall endeavour to give as much advance notice as possible.

14:02 If the Company decides to close the Plant, complete or partial, for Vacations, or for the purpose of taking

inventory, the seniority provisions of Clause 14:01 will apply for employees required by the Company to work during these periods as long as the employee(s) can perform the function without the necessary training period. This would apply to Christmas shut-down if the company does not run production but requires employees to work.

The Company agrees to meet with the Plant Chairperson or alternate prior to any lay-off to discuss how many and who will be in working under these circumstances.

- 14:03 The Negotiating Committee and Health and Safety Co-chair shall be retained in the event of a lay-off, regardless of their position on the seniority list, as long as the Company has work to be done.
- 14:04 If no work is available because of fire, lack of power, act of God, or reasons beyond the control of the Company, employees may be laid off and the seniority provisions of Clause 14:01, and the lay-off notice provisions of 14:01, will not apply.

ARTICLE 15 - RECALL

- 15:01 Recall of employees after lay-off will be in the reverse order of lay-off as outlined in the provisions of Clause 14:01.

ARTICLE 16 - JOB POSTING

- 16:01 Notice of any vacancy within the bargaining unit shall be posted on the bulletin boards for not less than three (3) working days after which time it shall be filled in accordance with the provisions of 16:02 (a) and 16:02 (b) below.

A vacancy shall be considered to be over thirty (30) working days.

Such notice will state where possible, the main duties of that vacancy.

The Company agrees to supply the Union with copies of Job Postings and awards, and will supply a list of the applicants where requested.

Company will post new position if new employee is to be hired and it will be posted prior to new employee starting job.

16:02 (a) In cases of promotion, seniority will govern.

(b) In cases of lateral moves, defined as within the same wage rate, employees will be considered based upon seniority.

16:03 The Company shall not be required to consider applicants on Job Postings which do not result in a promotion, when such employees have been in their current job for a period of less than three (3) months. Promotions to positions outside the bargaining group shall not be subject to the provisions of this Agreement.

16:04 Employees reclassified, as a result of job bidding, may be returned to their previous job classification by the Company, at any time, up to fourteen (14) days actually worked on the job if he/she cannot perform the job. The Company will meet with the Union and employee to discuss the reasons why the employee is not meeting the normal requirements of the job. Employees reclassified, as a result of job bidding, may return to their previous job classification, at any time, up to fourteen (14) days actually worked on the job after such reclassification. The fourteen (14) day

training and trial period may be extended by mutual agreement between the Company and the Union.

- 16:05 Four (4) subsequent job vacancies, if any, created by successful job bidding will be posted. Any subsequent job vacancy, if any, will be filled by the Company if necessary.
- 16:06 Nothing contained in this Article shall be construed to limit the Company's right to hire new employees from outside, if there are not qualified employees within the bargaining unit, to fill the job posting vacancy available.
- 16:07 Job postings will be awarded within two (2) working days of the job posting being taken down.

ARTICLE 17 - TEMPORARY TRANSFER

- 17:01 An employee temporarily assigned to a classification other than his regular classification, shall be paid his regular base hourly rate or the classification rate of the job to which he is transferred, whichever is higher. Such temporary transfer hours will be paid only for actual hours worked.
- 17:02 A transfer shall be considered temporary provided it does not exceed thirty (30) working days, and during this period, will not be subject to the seniority provisions of this Agreement. If such vacancy exceeds this period, it will be posted for job bidding as per the provisions of Article 16.

The following procedure will be used to fill short term vacancies:

Note: Vacancies in the Utility Operator classification will not be filled.

(a) Utility Operators on shift will be used to fill vacancies, by seniority in the production classifications.

(b) The Company will fill vacancies in the production classification with Utility Operators first and then by offering such transfer to senior, qualified employees on the shift, in a classification that the Company deems able to be reduced. If no employees volunteer for such transfer, the Company will transfer the junior, qualified employee in that classification.

(c) For any vacancies that remain unfilled, the Company will ask the appropriate employees for overtime.

(d) There shall be no temporary transfers to the classifications of Controller, Q.A., Auditors, Materials and Tooling unless all employees in these respective classifications have been offered overtime first. Employees in the above mentioned classifications will not be eligible for overtime in any classification other than their own unless all other avenues are exhausted.

The Company reserves the right to assign any employee to vacancies for the following reasons:

(i) While waiting for employees on overtime.

(ii) If no employees are available for overtime.

17:03 If the vacancy is a result of maternity leave, illness, injury or occupational accident or illness and the absence exceeds (30) days, the company will post the position as a temporary posting. If it is immediately known at the beginning of the absence that the absence will be for at least 30 days, the Company will temporarily post it at the beginning of the absence. Any time limits may be extended by mutual agreement.

17:04 When an employee gains experience through a temporary transfer such experience will not be used to evaluate skill/ability in a job posting situation.

ARTICLE 18 - PAID HOLIDAYS

18:01 The designated holidays of this contract (17) days, for the Whitby facility, will be aligned with those of the General Motors, Oshawa Plant. In the event General Motors ends up with less than seventeen (17) holidays, employees will be permitted to observe the balance on a mutually agreed day.

Subsequent to General Motors identifying their holiday schedule for the term of their contract, the Company (Woodbridge) will supply a holiday schedule to its employees as soon as reasonably possible.

18:02 Any employee absent from work on the last working day immediately preceding or following any of the Paid Holidays listed in clause 18:01, shall not be entitled to pay for the Holiday, unless he has a valid reason.

- 18:03 An employee will be paid for a Paid Holiday only if:
- (a) He has been laid off, within fourteen (14) calendar days prior to, and inclusive, of the recognized paid holiday. For Christmas Holidays, the employee must work one day between December 1st and January 15th to qualify for holiday pay.
 - (b) He commenced a non-occupational, certified illness or injury, within twenty-one (21) calendar days prior to, and inclusive, of the recognized paid holiday.
 - (c) He commenced Workers Safety and Insurance Board Compensation, within twenty-one (21) calendar days prior to, and inclusive, of the recognized paid holiday.

(d) He commenced approved leave of absence from the Company, with fourteen (14) calendar days prior to, and inclusive, of the recognized paid holiday. It is understood and agreed by the Union that probationers are not entitled to pay for any paid holidays, for the first thirty (30) calendar days prior to, and inclusive of the recognized paid holiday.

- 18:04 The following arrangements may be exercised if a Paid Holiday falls within an employee's annual vacation; an employee may be allocated an additional day in his/her vacation, or may be granted another day's pay in lieu of additional time off.
- 18:05 Employees eligible for payment of a Paid Holiday will be paid on the basis of the applicable hourly base rate (including cola) of the job to which they are assigned, the day prior to the holiday, multiplied by the number of hours he normally would have worked on such day, up to a maximum of eight (8) hours.
- 18:06 If any of the Paid Holidays listed in Clause 18:01 falls on a Saturday or Sunday (and has not been replaced by another day, by statute or decree), by mutual agreement, such Paid Holiday will be observed either on the previous Friday, or the following Monday as necessary to meet Customer requirements.
- 18:07 Notwithstanding Clause 18:05, payment for any Paid Holiday, for employees on Workplace Safety and Insurance Board Compensation or Weekly Indemnity, during the first fourteen (14) calendar days of such occupational or non-occupational illness or accident, will be, only, the difference between the daily amount received for Compensation or Weekly Indemnity, and the daily amount of payment outlined in Clause 18:05.

ARTICLE 19 -VACATIONS

19:0 Vacations with pay shall be granted to all employees on the payroll of the Company on the basis of their seniority with the Company, as defined in Article 13 of the Collective Agreement. The amount of pay for such vacation shall be not less than an amount equal to the applicable percentage of the wages of the employee in the twelve (12) months of employment for which the vacation is given and in calculating wages, account shall be taken of any vacation pay previously paid. An employee's seniority date will be used for the purpose of calculating vacation entitlement.

(a) Employees with less than one (1) year seniority as of April 1st, will be paid vacation in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.

(b) Employees with more than one (1) year, but less than five (5) years of seniority, as of April 1st, two (2) weeks with vacation pay of four (4%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.

(c) Employees with more than five (5) years, but less than ten (10) years of seniority, as of April 1st, three weeks with vacation pay of six (6%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.

(d) Employees with more than ten (10) years, but less than twenty-three (23) years of seniority, as of April 1st, four (4) weeks with vacation pay of eight (8%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.

(e) Employees with more than twenty-three (23) years of seniority, as of April 1st, five (5) weeks with

vacation pay of ten (10%) percent of gross earnings based on the previous twelve (12) month period from April 1st to March 31st.

19:02 (a) The period or periods during which an employee may take his vacations shall be determined at the discretion of the Company. The Company, however, will give consideration to the most senior employee for preferred vacation dates, provided such employee makes application, on a form provided by the Company, to his Supervisor or designate, not later than April 1st of each year.

(b) Where possible and practical, the Company will schedule two (2) weeks vacation, if requested under Clause 19:02 (a), in the months of July and August, should the Company decide not to shut down for two (2) weeks during this period.

(c) The Company will post a notice of Scheduled Vacations, not later than May 30th, each year, where possible and practical.

19:03 All employees will take their vacation in the vacation year, and will receive their vacation pay on the first regular pay period prior to taking their scheduled vacations.

19:04 The vacation year shall be from April 1st, through March 31st. Vacation time off must be taken during the current vacation year, and cannot accumulate to be taken in any subsequent vacation year.

19:05 Time lost for verified sickness or while on Workplace Safety and Insurance Board Compensation, up to a maximum of one (1) year, will be deemed as time worked at regular pay for computation of Vacation Pay.

19:06 Notwithstanding Clause 19:05, payment under Clause 19:05 for employees on Workplace Safety and Insurance Board Compensation or Weekly Indemnity will be, only, the difference between the weekly amount received for Compensation or Weekly Indemnity and the vacation pay entitlement outlined in Clause 19:05.

ARTICLE 20 - HOURS OF WORK

20:01 The normal hours of work will be eight (8) hours per day, and forty **(40)** hours will constitute a normal work week.

20:02 The normal work week will be comprised of five (5) consecutive days Monday through Friday.

20:03 The normal hours in a work day on a one (1) shift operation is defined as follows:

7:00 a.m. to 3:30 p.m.

The normal hours in a work day on a two (2) shift operation are defined as follows:

Day Shift: 7:00 a.m. to 3:30 p.m.

Afternoon Shift: 3:30 p.m. to 12:00 midnight

The normal hours in a work day on a three (3) shift operation are defined as follows:

Day Shift: 7:00 a.m. to 3:00 p.m.

Afternoon Shift: 3:00 p.m. to 11:00 p.m.

Midnight Shift: 11:00 p.m. to 7:00 a.m.

Shipping hours will be established to service the customer on a one (1) or two (2) shift operation.

The normal work week will start at 11:00 p.m. Sunday for a three (3) shift operation. (For payroll purposes the week will begin 11:00 p.m. Saturday.)

20:04 In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will meet with the Committee to mutually agree on such change, or new shift.

20:05 It is agreed and understood by the Union and its members that all Skilled trades, Tooling and Q.A. Auditor and Lab employees will be required to rotate on a three shift basis. Steady midnights for all classification (C Shift). A & B Shifts will rotate days and afternoons on a two (2) week rotation.

An employee requested by the Company to change his/her shift during his regular normal work week, will be paid time and one-half (1-1/2) for the first shift of the new scheduled shift, if not given two (2) calendar days notice of the change.

20:06 This statement of the normal hours of work shall not be construed as a guarantee of any minimum, or as a restriction of any maximum number of hours of work per day, or per week, or of days of work per week.

ARTICLE 21 - OVERTIME

21:01 Hours worked in excess of eight (8) hours in a normal work day will be paid for at the rate of time and one-half (1-1/2) the base hourly rate.

Hours worked on Saturday will be at time and one-half (1-1/2) the employee's base hourly rate.

Hours worked on Sunday will be at two (2) times the employee's base hourly rate.

21:02 Work performed on any Paid Holiday listed in Clause 18:01 of the Collective Agreement will be paid for at

the rate of two (2) times the base hourly rate, in addition to pay for the Paid Holiday as outlined in Clause 18:05.

- 21:03 Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.
- 21:04 Overtime will be on a voluntary basis. However, when short of volunteers, junior employees in the classification/area will be required to work subject to Section IV of the Employment Standards Act.
- 21:05 Shift premiums shall not be included in the calculation of overtime compensation.
- 21:06 The Company will distribute overtime equally among qualified employees, performing the work, on the shift for which the overtime is required. Employees unable to work overtime shall be considered to have worked for the purposes of equalization. Overtime will be updated daily and posted in a convenient place.
- 21:07 Overtime will be paid at the appropriate rate for all hours worked outside of the normal hours of work under 20:03 in the event an employee accepts 'early out' or is laid off during his normal shift.
- 21:08 The Company will grant all employees who work past their regular shift a paid fifteen (15) minute rest period either at the end of their regular shift or at the beginning of their overtime shift. The overtime must be two (2) hours or greater.

ARTICLE 22 - SHIFT PREMIUMS

22:01 A shift premium of forty-five (45) cents shall be paid to all employees working on the second (2nd) shift. A shift premium of eighty-five (85) cents, ninety (90) cents, and ninety (90) cents respectively in years one (1), two (2), and three (3) of the collective agreement shall be paid to all employees working on the third (3rd) shift.

Scheduled shifts which commence during one (1) shift premium period and end in another shift premium period shall be paid only the shift premium of the commencing shift.

ARTICLE 23 - OCCUPATIONAL ACCIDENTS AND ILLNESS

23:01 (a) When an employee suffers an occupational accident on the Company premises during his working hours, and is sent for treatment, to the hospital, or doctor's office, or home, such employee will be paid his base hourly rate for the balance of his shift.

(b) If required, the company will supply and pay for transportation to the hospital or doctor's office, then back to the Plant or to the employee's home, on the day of the injury, only.

23:02 When such employee returns to work, he will be reinstated to his former classification, under the Seniority provisions, of the collective Agreement.

23:03 Any employee's reinstatement after an occupational accident/illness is conditional on his supplying a certificate from a physician that he is fit to return to work that is available.

23:04 An employee who is no longer able to perform the work in his classification, **but is** capable of performing work in another job classification, or any employee who has incurred a compensable permanent or partial disability, may by mutual agreement between the Company and the Union and in accordance with the Workplace Safety and Insurance Act and the seniority provisions of this agreement, be assigned to or retained at an operation at the rate of pay of the operation or at the employees previous rate of pay, whichever is greater.

ARTICLE 24 - NON-COMPENSABLE ACCIDENTS/ILLNESS

24:01 Employees who are permitted to go home due non-occupational illness or injury, will not be paid for the remainder of their shift.

24:02 Any employee's reinstatement after WSIB or W.I. is conditional on his supplying a certificate from a physician that he is fully recovered from the sickness which caused his absence unless he falls under the provisions of **24:04**.

24:03 When such an employee returns to work, he shall be reinstated to his former job, under the seniority provisions of the collective Agreement, if such a vacancy exist.

24:04 Any employee who is no longer able to perform the work in his classification, but is capable of performing work in another job classification, or any employee who has incurred a non-compensable permanent or partial disability, may by mutual agreement between the Company and the Union, and in accordance with the seniority provisions of this agreement, be

assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay of that position.

ARTICLE 25 - PERSONAL LEAVE OF ABSENCE

25:01 A personal leave of absence, without pay, for a valid reason, acceptable to the Company, may be granted for a period not to exceed up to four **(4)** calendar months, provided such leave does not disturb the efficiency of the employee's work area, or plant, and such application is made to the Plant Manager or his designate at least five (5) days prior to the leave of absence, in writing, and written approval is obtained from the Plant Manager or his designate.

The Company agrees to consider all requests under this Article, for all employees, in a fair and equitable manner.

25:02 When such an employee returns to work, he shall be reinstated to his former job, under the seniority provisions of the Collective Agreement if such a vacancy exists.

25:03 For employees with seniority the Company will accept as a satisfactory reason, one time only, under Clause 13:03 (d) for absence of an employee up to one hundred and twenty (120) days, for conviction of an offence arising out of the operation of a motor vehicle as well as any absence because he/she is being held in custody pending disposition of the charges against him.

If an employee with seniority is imprisoned following a conviction for an offence other than one arising out of the operation of a motor vehicle, and if the sentence is for one hundred and twenty (120) days or

less, and such offence does not negatively impact upon the employee/employer relationship, the Company will grant a leave of absence.

Group Insurance coverage such as E.H.C., Weekly Indemnity, Dental, Life Insurance and Pension will continue only for the first thirty (30) days of such leave of absence.

ARTICLE 26 - PREGNANCY LEAVE OF ABSENCE

26:01 Pregnancy leave of absence will be in accordance with the Employment Standards Act RSO-1993.

ARTICLE 27 - LEAVE FOR UNION BUSINESS

27:01 An employee elected or nominated by the Union to attend Union Conventions or Meetings, may be granted a leave of absence with pay, for a period not to exceed up to 10 working days, provided such day(s) does not disturb the employee's work area or plant, and the Plant Manager is given a minimum of five (5) working days notice, in writing, of such absence, and not more than three (3) employees shall be granted such leave of absence at any one time and the Company will bill the Union for reimbursement.

27:02 Any employee with seniority elected or appointed to the National or Local Union staff shall be granted a leave of absence without pay and benefits provided that such request is made in writing at least two (2) weeks in advance to the Plant Manager. Employees covered by this clause will accumulate seniority only, during such leave of absence. Employees returning from staff Union leaves, shall notify the Company in writing of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such

notice. Upon an employee's return to work from such leave of absence, the employee will be returned to his former job, if such a vacancy exists.

ARTICLE 28 - BEREAVEMENT ALLOWANCE

28:01 When a death occurs in the immediate family of an employee, the employee shall be allowed up to three (3) days off with regular straight time pay at the time of bereavement. An employee's immediate family shall mean father, mother, brother, sister, parent-in-law, grandparent, brother-in-law and sister-in-law.

In the event of the death of an employee's current spouse, children, or step children, such paid leave of absence will be five (5) days

28:02 The employee will notify his immediate supervisor in the event of required bereavement leave approval.

28:03 Such paid bereavement leave as described in Clause **28:01** is only available where the employee would otherwise be at work during this period.

28:04 Proof of death may be required by the Company in exceptional circumstances.

ARTICLE 29 - REPORTING-IN-PAY

29:01 An employee who has not been notified in advance "not to report for work, and who reports for his regular scheduled shift, will be given at least four (4) hours work, and if no work is available, he will be paid for a minimum of four (4) hours, at the applicable rate.

29:02 The obligation on the Company will not prevail:

(1) If no work is available because of:

- (a) A power shortage or a failure of power supply.
 - (b) Any conditions due to situations occurring outside the confines of the plant.
- (2) If the employee has not kept the Company informed of his current address and telephone number.

ARTICLE 30 - CALL-BACK PAY

30:01 An employee who has completed his/her full daily or weekly shifts, and who has left the plant, and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable over-time rate. Employees called back under this Clause will be guaranteed a minimum of four **(4)** hours of work or pay at the discretion of the Company. This Article shall also apply to Union Representation called into the plant by the Company outside of their normal shift.

ARTICLE 31 - SAFETY AND HEALTH

- 31:01 The Company and the Union realizing the benefits to be derived from a safe and healthy place of employment, agree that they, together with all employees, the Union negotiating committee, committee persons and supervisors, will cooperate to the fullest extent to promote safe work practices, health conditions, and enforcement of safety rules.
- 31:02 Safety equipment and devices will be in accordance with the provisions of the Province of Ontario Health and Safety Act.
- 31:03 The Joint Health and Safety Committee will be maintained during the life of this agreement. The committee will consist of eight **(8)** members, four **(4)**

of whom will be appointed by the Company and four (4) of whom will be elected by the Union. One (1) of the Unions representatives shall be designated as the Union Co-chair and shall be retained on the day shift. The Union Co-chair shall be employed full time on health and safety issues and be paid at the tool repair (labour class 3) wage rate. One alternate unionized rep. will be appointed for each shift by the Union Co- Chair and be responsible for TDI monitor checking and filling out accident/incident reports in the absence of the regular rep.

The Joint Health and Safety Committee will be trained as Certified Worker Representatives with all the cost of such training to be paid by the Company. The Joint Health and Safety Committee will recommend what annual specific sector training is required by its members. Alternate reps. will not be Certified Worker Representatives and will not attend regularly scheduled Joint Health and Safety Committee meetings.

The Committee will hold periodic meetings and safety inspection tours of the Plant, in accordance with the provisions of the Health and Safety Legislation of the Province of Ontario. The committee will review all accident reports and the shift Joint Health and Safety Committee representative and supervisor will jointly conduct the initial investigation with the injured worker without undue delay. The Union Health and Safety Representative shall accompany any inspection conducted by a Ministry of Labour inspector. A copy of any order issued by the Government Inspector shall be given to the Union Health and Safety Co- Chair. The function of the Committee shall be to advise the Plant Management concerning Safety and Health matters, but not to handle grievances.

On health and safety complaints, the shift Health and Safety Representative will investigate the employees' concern with the immediate supervisor, without undue delay. It is agreed that when the nature of the complaint is such that the Rep. may require assistance, she/he may request the presence of the Co-chair.

The Company and the Union agree that, from time to time, representatives of Management and/or a Committee member may attend Safety and Health Committee meetings

- 31:04 All employees will be required to wear Company approved safety shoes or boots as a condition of employment and such foot protection shall be CSA approved. The Company will pay for all regular employees only, once each consecutive twelve (12) months from date of last purchase, a maximum of \$90.00 towards the purchase of one pair of safety shoes or boots. The Company may authorize an additional contribution of \$60.00 towards a second pair of safety shoes or boots within the twelve (12) month period. Skilled Trades and Tooling employees will be afforded a maximum of \$110.00 towards the pair of safety shoes or boots. Skilled Trades/Tooling will be able to buy a second pair in cases where safety shoes or boots have deteriorated due to working conditions upon Company authorization with a second \$110.00 subsidy within a twelve month period.
- 31:05 All employees working in Company designated safety glass areas, will be required to wear safety glasses provided by the Company as a condition of employment.

The Company agrees to pay 100% of the cost of prescriptionsafety glasses and Company approved safety frames, with eight (8) varieties of frames, and

such eye protection shall be CSA approved, for regular employees working in such designated areas requiring prescription safety glasses, once each consecutive twelve (12) months from the date of last purchase, if necessary.

The Company accepts no responsibility for the employee's eye examination or adjustments.

- 31:06 Prescription safety glasses damaged on the job (severely spotted glasses included) will be replaced by the Company at no cost to the employee.
- 31:07 The employee's share of the cost for safety boots or shoes and prescription safety glasses will be held on the completion of an employee's probationary period.
- 31:08 The Company shall designate area(s) within the Plant in which employees shall be allowed to smoke.
- 31:09 This confirms our understanding that during the life of this contract any change to the location of the Plant's current smoking area in the cafeteria, will need to be mutually agreed to between the Company and the Union.
- 31:10 It is agreed that each year on April 28, at 11:00 a.m. work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

ARTICLE 32 - UNION/MANAGEMENT MEETINGS

- 32:01 The Company agrees that regular monthly Union/Management meetings will be held, with time and dates to be mutually agreed upon, to discuss current issues in the Plant. Meetings will normally be held off-site.

32:02 The Company will allow the Union Committee two hours in the plant before such meeting to prepare an agenda for the meeting.

ARTICLE 33 - REST PERIOD

33:01 Employees assigned to a one (1) or two (2) shift basis will be granted a thirty (30) minute lunch period without pay. Employees assigned to a three (3) shift basis will be granted a twenty (20) minute paid lunch period.

The Company and Union will mutually agree prior to changing the time of the existing lunch periods.

Two fifteen (15) minute rest periods will be granted to eight (8) hour shift schedules.

Employees are to relieve each other as required, both during the lunch break and break periods, without adjustment in job rate.

The relieving shall be so accomplished as to provide lunch and breaks at reasonable times with meal times, as close to mid-shifts as possible.

ARTICLE 34 - TOOL ALLOWANCE

34:01 Maintenance/Tooling employees, as a condition of employment, will be required to provide their own hand tools and measuring devices.

The Company agrees to pay a tool expense reimbursement of up to four hundred (\$400.00) annually and four hundred and fifty (\$450.00) in the third year of the contract to each Skilled Trades/Tooling employee. Employees seeking reimbursement will have to bring in proof of purchase of tools which are recognized as necessary in their job functions.

The Company will provide insurance protection to a maximum of the cost of the Company approved list from fire, and water damage and proven theft from locked tool boxes for Maintenance/Tooling employees only, properly stored on Company premises.

Maintenance/Tooling employees shall not be eligible for compensation under this article until he has completed the Probationary/Trial period.

ARTICLE 35 - AGREEMENTS

35:01 The Union agrees that this Agreement constitutes the entire Agreement between the parties, and that any and all previous Agreements, Supplementary Agreements, Letters of Intent, Understandings, etc. whenever made and whether or not reduced to writing, are hereby cancelled, and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions or employment, working conditions and employee benefits, are limited exclusively to those specifically stated in this Agreement.

ARTICLE 36 - JURY/CORONER DUTY

36:01 An employee who is called for Jury/Coroner service shall be excused from work for the days on which he serves and he shall receive, for each such day of jury duty on which he, otherwise, would have worked the difference between eight (8) times his base hourly rate and the payment he receives for Jury/Coroner service. The employee will present proof of service and the amount of Jury/Coroner duty fee paid by the court.

ARTICLE 37 - TECHNOLOGICAL CHANGE

- 37:01 An employee whose job is eliminated as a result of technological change, shall apply his seniority on a job classification, then plant basis (excluding tool repair) provided the employee is able to perform the job.
- 37:02 Where new or greater skills are required than the skills already possessed by the affected employee, that employee shall be given a reasonable period of time, of approximately four **(4)** weeks, without reduction in regular hours of work, or regular rates of pay, during which they may acquire the necessary skills required by such technological change.
- 37:03 The employee whose job is eliminated as the result of technological change shall retain the previous classification rate for a period of four **(4)** weeks.

ARTICLE 38 - REPRIMANDS

- 38:01 Non-cumulative reprimands will be null and void after a period of twelve (12) months.

ARTICLE 39 - COST-OF-LIVING ALLOWANCE

- 39:01 All employees covered by this Agreement shall be eligible to receive a Cost-Of-Living Allowance in accordance with the following:
- 39:02 The Cost-Of-Living Allowance shall be based on the February 1993 Consumer Price Index for Canada (CPI).
- 39:03 The Consumer Price Index for Canada (1986 = 100) shall be used to determine adjustments. A one **(1)** cent adjustment shall be made for each point zero

nine five eight (.0958) change in the Consumer Price Index for Canada starting in the first year of the Collective Agreement.

39:04 Effective on the first complete pay period beginning in July 1999, adjustment in the Cost of Living Allowance shall be made as follows:

Date of Adjustment - Based on Comparison on CPI for:

July - May with February

October - August with May

January - November with August

April - February with November

39:05 The amount of Cost-Of-Living Allowance in effect shall be paid for each hour worked, and will not be included in any calculations of premiums or benefits, other than vacation and Paid Holidays.

39:06 Should the CPI in its present form (1986 = 100) become unavailable, the parties attempt to adjust this Article, or, if an agreement is not reached, request Statistics Canada to provide the appropriate conversion or adjustment.

ARTICLE 40 - WAGES

40:01 The hourly wage rates for the Job Classifications covered by this Agreement, are outlined in Appendix "A" of this Agreement and by reference herein are made part of this Agreement.

ARTICLE 41 - EMPLOYEE BENEFITS

41:01 The Employee Benefits Section is designed Appendix "B" of this Agreement and by reference herein are made part of this Agreement.

- 41:02 The Company agrees to provide the Union with the copies of all benefit insurance policies with all carriers and to provide all the employees with a copy of coverage amounts and limits for all benefits.

ARTICLE 42 - PAID EDUCATION LEAVE

- 42:01 The Company agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union C.A.W., and sent by the Company to the Canadian Region C.A.W. Headquarters at 205 Placer Court, Willowdale, Ontario, M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence, subject to the terms of clause 25:01, without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a 12 month period from the first day of leave.

Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 43 - SKILLED TRADES

- 43:01 The Skilled Trades covered by this article constitute those trades which are as follows:

Electricians/Electronics

Maintenance Mechanic (Machine Repair)

- 43:02 Employees bidding into the Maintenance Department will not carry Plant wide seniority for the purpose of lay-off, recall or vacation preference.

43:03 The Company agrees to deduct C.A.W. Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of entry into the skilled trades.

First deduction to be made from the employees from the first pay received after completion of the probationary period or entry into the Skilled Trades. Future deductions to be made in January of succeeding years, or upon completion of one (1) months work in that calendar year.

43:04 Entry into the Skilled Trades shall be restricted to persons who provide documentation supporting their claim to required work experience and..

(a) who qualify for journeyman status as outlined in the Company Job Description.

(b) or, who qualify for journeyman status through any apprenticeship program recognized by the Ministry of Labour, or hold a C.A.W. journeyman card in the trade in which he claims recognition.

(c) or, who provides documents prior to hire or promotion from any classification, proving their claim to journeyman status.

43:05 In the event of a reduction in the Skilled Trades the following lay-off procedure shall apply:

Supplementary Help and Probationary Journeymen will be laid off in that order from the classification affected.

Journeymen will be removed in line with their seniority from the Skilled Trades classification affected by the reduction.

ARTICLE 44 - DURATION OF AGREEMENT

44:01 This Agreement shall become effective the 31st day of May 1999, and shall remain in effect until the 30th day of May 2002, and either party may give notice in writing, to enter into negotiations 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 termination. Signed by their duly authorized officials, this 23rd day of August, 1999.

For the Company:

R. O'Neil
D. W. [Signature]
[Signature]
Cindy Angles

For the Union:

Kevin Hughes
W. [Signature]
Dave Hughes
Ray [Signature]
J. M. [Signature]
[Signature]

	May 30, 1999	May 30, 2000	May 30, 2001
Labour Class	After Prob. Period	After Prob. Period	After Prob. Period
1	\$19.30	\$19.80	\$20.45
2	\$19.75	\$20.25	20.90
3	\$20.81	\$21.31	\$21.96
4	\$25.09	\$25.74	\$26.59

PROBATIONARY RATES

Two (2) years to job rate at six (6) month intervals of 5%.

CLASSIFICATION	LABOUR CLASS
Components	1
Demould	1
Finishing	1
Utility Operator	1
Materials	1
Lab Technician	1
Auditor	1
H & S Co-chair	3
Tooling	3
Union chair Person	4
Maintenance	4
Electrician	4

APPENDIX "B" - EMPLOYEE BENEFITS - WHITBY

The Company agrees to pay one hundred (100%) percent of the current monthly premiums to provide Employee Group Benefits, under the Provisions of a Master Policy, for the duration of the agreement, where the benefits are extended to same sex spouses, and Co-ordination of Benefits are applicable for all benefits except drugs, as follows:

The Group Life Insurance Benefit, including Basic Life Insurance Benefit for:

(i) employees hired prior to April 15, 1993, is an amount based on two and one-half (2-1/2) times the employee's current annualized base hourly rate to a maximum of:

Year 1 - May 31, 1999 - \$82,500 (an increase of \$1,500)

Year 2 - May 31, 2000 - \$84,000

Year 3 - May 31, 2001 - \$85,500

(ii) employees hired on or after April 15, 1993, an amount based on one (1) times the employee's current annualized base hourly rate to a maximum of:

Year 1 - May 31, 1999 - \$35,000 (an increase of \$1,500)

Year 2 - May 31, 2000 - \$37,000

Year 3 - May 31, 2001 - \$38,500

The Group Life Insurance Benefit also includes Accidental Death and Dismemberment. Benefit for all employees is equal to one (1) times the employee's current annualized base hourly rate to a maximum of:

Year 1 - \$35,000

Year 2 - \$37,000

Year 3 - \$38,500

b) Extended Health Care Benefit, for regular employees and eligible dependents, subject to the maximums of insured services described in the Master Policy, and those identified in items (i) to (vi) below.

A Plan utilizing an Identification Drug Card, with a thirty-five (\$0.35) cents deductible available only for prescriptions. generic drugs will be used for prescriptions except where the prescribing physician specifies no substitution.

Vision Care for regular employees and their eligible dependents to a maximum of two hundred and fifty (\$250) dollars once every twenty-four (24) months, with no deductible. The cost of eye examinations not payable by the Ontario Health Insurance Plan will be considered an eligible expense.

Annual deductibles of \$25 single and \$50 family to be applicable to all eligible expenses except Drugs and Vision Care.

Hearing Aids expenses to be eligible for up to a maximum payment, every 36 months, of:

Year 1 - \$350 per eligible person

Year 2 - \$375

Year 3 - \$400

Speech Therapy expenses to a maximum of \$400 per eligible person in a calendar year.

Chiropractor expenses will be paid on top of OHIP from the first (1st) visit.

A Dental Benefit, for regular employees who have completed their probationary Period, and their eligible dependents, subject to the maximums of insured

services provided under the Master Policy, and those identified in items (i), (ii), (iii), and (iv) below.

The amount of eligible dental expenses will be determined by use of the ODA schedule in effect one (1) year lag prior to the incurred claim.

Routine dental check-up expenses for eligible employees and their dependents will only be eligible once every nine (9) months, except six (6) months for dependent children as defined by the Master Policy.

Annual deductibles of \$25 single and \$50 family to be applicable to all eligible expenses except Preventative and Minor Restorative Services under the Dental Plan.

Co-ordination of Benefits is mandatory.

PREVENTATIVE SERVICES:

100% of the cost of routine examinations; cleaning, scaling and fluoride applications; oral hygiene instruction, bite-wing; full mouth and diagnostic x-rays, laboratory procedures; and dental consultations every six (6) months for children and nine (9) months for adults.

MINOR RESTORATIVE SERVICES:

100% of the cost of fillings; extractions gum treatment; root canals; anesthesia and drug injections; simple oral surgery; and repair, rebasing and relining of dentures.

MAJOR SERVICES:

50% of the cost crowns; onlays; bridgework: and dentures to a maximum of \$2,000.00

ORTHODONTIC SERVICES:

50% of the cost of braces and other treatments required to straighten teeth for dependent children, up to a separate lifetime maximum of \$2,500.00 for each child.

WEEKLY INDEMNITY

The Company will pay one hundred percent (**100%**) of the monthly premiums, for regular employees, to provide weekly indemnity insurance benefits, under the provisions of a master policy, coverage to provide benefits on a 1-1-4 basis, of 66 2/3% of basic weekly wage for a maximum of twenty-six (26) weeks, the employee, if still disabled, shall file for the U.I.C. disability benefit and shall be entitled to a further eleven (11) weeks benefit from the W.I. Plan at the applicable U.I.C. rate in effect May 1996. In any case the Company's liability for benefits including the U.I.C. benefit shall not be beyond fifty-two (52) weeks from the beginning of the claim. The Union and the employees agree that the Company will be entitled to the full employer/employee unemployment insurance commission (U.I.C.) reduction benefit (12/12ths).

Cheques will be mailed directly to the employee's residence.

Company agrees to pay the cost for all required medical documentation for Weekly Indemnity claims and supplemental claim forms. The Company agrees to instruct the carrier to copy the employee on the status of the employee's claim.

The Company and the Union agree **that** the results of an Independent Medical Examination (I.M.E.) mutually arranged by both parties will be binding by both parties

when there is a medical dispute in the W.I. Claim.
The company will pay the cost of this medical.

LONGTERM DISABILITY

The company will pay one hundred (100%) percent of the monthly premiums for the regular employees to provide after 360 days of disability under the Weekly Indemnity Plan.

Long Term Disability Benefits, to provide a benefit of 66 2/3% of the base salary in effect at the commencement of the disability, offset by any benefits received from Canada Pension Plan, Workplace Safety Insurance Board or other sources, until the earlier of the being able to return to work or reaching age 65, subject to the provisions of the Master Policy.

PENSIONS

The Company agrees to contribute to a Pension Plan for Whitby regular employees, to provide the same retirement benefit level as in effect prior to the signing of the agreement, subject to the terms and conditions of the Pension Plan Document.

It is agreed and understood by the Union, that the Group Insurance Benefit and Pension outlined in Appendix "B" will be suspended, at the end of the month of lay-off, and at the end of the month of the commencement of any leave of absence, and at the end of the Weekly Indemnity period when off due to non-occupation sickness or injury, and after one (1) year of absence on account of the Workplace Safety Insurance Board, Group Insurance Benefits and Pension will terminate at the date of termination of employment and retirement. The definition of spouse to include members of the same sex living in a conjugal

relation for at least twelve (12) months Credited service will accrue for members on LTD provided the member has twenty (20) years or more service on the date of disability. For employees with twenty (20) years or more credited service, and are aged 60 or more may retire early with no reduction in a benefit level.

RETIREMENT INSURANCE

The Company agrees to provide a "Paid-up" Life Insurance Policy with a benefit of two thousand dollars (\$2000.00) at normal retirement, of the duration of the Agreement.

LETTER OF UNDERSTANDING #1 STAND-BY PAY

The Company will pay one (1) hour straight time pay per weekday and two (2) hours pay at the applicable rate on the weekend and holidays each time the particular Skilled Trade Technician is given a pager for stand-by pay.

LETTER OF UNDERSTANDING #2 MUTUAL EXCHANGE

Purpose:

Under certain situations the company may allow an employee to switch shifts.

- (a) An employee may be permitted to switch shift because of a medical or personal emergency which will last less than two weeks. Any longer duration of exchange will only be allowed after approval from the Company.
- (b) An employee may be permitted to switch shifts if they are doing so in order to attend a course to upgrade their skills.

Procedure:

- (1) An employee requesting a temporary shift change must fill out a form indicating what shift they request to change to and the duration. Employees will only be permitted to change to another shift in their respective area/classification.
- (2) Any employee who wishes to exchange shifts will approach the highest seniority employee in their area/classification that is willing to exchange shifts. He will then inform the union steward of this exchange.
- (3) For Overtime equalization, the exchanging employees would assume each others spots on the equalization sheets.
- (4) For seniority purposes,
 - (a) the employees would fall into the spot in the schedule of the person of job rotation and overtime equalization.
 - (b) the employees own seniority will apply in the event of temporary transfers.

**LETTER OF UNDERSTANDING#3
RE: OUTSIDE CONTRACTING**

It is the intent of the Company, provided we have the necessary facilities, equipment, and available skills within our work force to perform the required work, in a manner that is competitive in terms of cost, quality, and within projected time limited, to keep such work within the Skilled Trades Department.

No Skilled Trades employee shall be laid off or continue on lay-off such work is available.

The company agrees to notify the Union in advance and to provide an explanation of the sub-contracting of the work of the particular trade.

LETTER OF UNDERSTANDING#4 JOB ROTATION

Upon completion of the probationary period, each employee will take part in a scheduled rotation.

Example work areas:

Component Insert and Stock

Demould

Finishing

Materials (rotation to be discussed)

LETTER OF UNDERSTANDING#5 TEMPORARY ABSENCE PROGRAM

This letter of understanding outlines the application of Temporary absence Work Release Program when approved by the Ministry of Correctional Services. The Company agreed that it would participate in such a program provided that:

1. The employee has advised the Company in advance that a leave of absence might be required for the trial and adjustment period.
2. Such trial and adjustment leave will not exceed three (3) days, unless mutually agreed between the Company and the Union to extend the time.
3. The nature of the misconduct which has resulted in a jail sentence has not already impacted the employer-employee relationship.
4. The employee only requests such a program once during the life of the contract.

LETTER **OF** UNDERSTANDING #6 SUBSTANCE ABUSE

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation. A comprehensive proactive approach will be taken towards dealing with substance abuse and its related problems. Assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities. Assistance for physical illness, mental and/or emotional stress, marital or family problems substance abuse, legal and debt issues, will be continued to be provided through an outside referral agency.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. If an employees' employment is terminated due to substance abuse, and he/she immediately requests substance abuse assistance, the Company will pay Weekly Indemnity and the cost of the initial in house treatment program to a maximum of ninety (90) days.

Further, the Company and Union will recognize one appointed Substance Abuse Representative from the Bargaining Unit and one Substance Abuse Representative from Management. The Company to provide for all necessary training.

LETTER **OF** UNDERSTANDING #7 PENSION ADJUSTMENTS

The Company agrees that it will not amend the pension plan without written approval from the Union.

**LETTER OF UNDERSTANDING #8
L.O.A. and PENSION**

The Company agrees that while an employee is on a Leave of Absence for Union business, the employee will continue to accrue credited service for this pension.

**LETTER OF UNDERSTANDING #9
SKILLED TRADES TRAINING**

The Company agrees to provide the required training (and materials for such training) to ensure that the Skilled Trades employees are properly trained on new equipment and new procedures on a need-to-know basis.

**LETTER OF UNDERSTANDING #10
W.S.I.B. DISPUTED CLAIM**

The Company agrees that in a case where there is a question regarding if an illness or injury, is work related or not work related, the employee may file for Weekly Indemnity benefits while waiting for a decision from the Workplace Safety and Insurance Board. This procedure will include employees who have been tested for ISO Sensitization. The entitlement for Weekly Indemnity is only dependent on the normal eligibility provisions for Weekly Indemnity.

**LETTER OF UNDERSTANDING #11
GRIEVANCE OF W.I., DENTAL AND E.H.C. DECISIONS**

The Company agrees that employees have the right under the collective agreement to grieve the Company regarding a decision made by the carrier of the Weekly Indemnity, Dental and Extended Health Plans. Grievances to begin at Step #3.

**LETTER OF UNDERSTANDING#12
CLOTHING ALLOWANCE**

The Company will provide laundered clothing to the Skilled Trades/Controller/Tooling employees.

**LETTER OF UNDERSTANDING#13
OUTSIDE CAMERAS**

The Company agrees the intention of the outside cameras is for vandalism, theft, and employee safety only.

**LETTER OF UNDERSTANDING#14
ISO MONITORS**

The Company will continue to follow existing Corporate Policy regarding monitoring of isocyanates and appropriate evacuation protocol. Inclusive of this policy is an instantaneous alarm level of 5 ppb for an appropriate monitoring device (which shall be of minimum standards equal to the MDA 7100) where they are required to be used.

**LETTERS OF UNDERSTANDING#15
PAYROLL DISCREPANCIES AND GRIEVANCES**

Payroll discrepancies will be issued to the individuals within 24 hours of the Company becoming aware of the problem. Grievances paid as a result of one (1) day or greater suspensions will be paid on a separate cheque during a regular payroll period. Payroll direct deposit will occur on Thursdays, with payroll deposit notices being distributed on Wednesdays.

LETTER OF UNDERSTANDING#16 WEEKLY INDEMNITY BENEFIT CLAIM DELAYS

During 1999 Contract Negotiations, a discussion was held pertaining to Weekly Indemnity Benefits claim delays.

In the event a regular employee of the Woodbridge Foam Corporation (Whitby) submits a properly completed Weekly Indemnity Claim form and the claim is delayed beyond two (2) weeks, the Company hereby agrees, as standard practice, to instruct Manulife to begin paying the benefit, at the applicable rate, commencing with the 15th day beyond the submission date of the claim based on the following:

1. The form must be properly completed and signed by both the employee and the employee's physician.
2. This letter shall remain in effect for the life of this 1999 Contract Negotiations Agreement or as long as Manulife remains the carrier of the Weekly Indemnity benefit, whichever comes first.
3. In the event the claim is denied by Manulife, and only if ultimately denied based upon the results of an Independent Medical Examination (I.M.E.) as mutually arranged by both the Company and the Union, the employee must agree to sign a waiver authorizing the Company to withhold fifty (\$50.00) per week until all monies are refunded which were paid to the employee in error. This waiver must **be** signed before the Company commences any payments to the employee.
4. All Weekly Indemnity claim forms submitted, must be submitted to the Company, and the Company shall be responsible for forwarding the completed form to Manulife.

LETTER OF UNDERSTANDING#17 BARGAINING UNIT WORK

During 1999 negotiations the Company recognized the Union's sensitivity to the Issue of Management performing Bargaining Unit work. To provide permanent resolution to this issue the Company agrees to provide an onsite training program, for all production related Management, specifically focused on the issue of Management performance of Bargaining Unit work. A trainer for the program will be mutually agreed upon by Management and Union. Training will be completed by the end of 1999.

LETTER OF UNDERSTANDING#18 TRAINING

There will be an annual review to ensure that the two (2) senior production people on each shift are licensed drivers.

LETTER OF UNDERSTANDING#19 SAMPLE MAKING

The Company and the Union agree that during the launch of new products, samples represent a transition phase between experimental work and production. This letter outlines typical bargaining unit work in finishing. Finishing Area responsibilities around sample making include trim, repair, de-foaming, and packaging.

LETTER OF UNDERSTANDING#20 PLANT CLOSURE

Our objective at Woodbridge Foam is to operate a successful, competitive business at each of our plants. We recognize,

however, that business conditions are constantly changing. In the interest of our relationship with the CAW and our employees, we believe it is useful to express our commitment in the event of a plant closure at some point in the future. Woodbridge undertakes to provide the Union six (6) months advance notice of an intended plant closure. Following notice, the Company would be prepared to meet with the Union for the purpose of negotiating a Plant Closure Agreement. Such discussions would occur immediately following the notice to the Union.

LETTER OF UNDERSTANDING#21 HEALTH & SAFETY

In the event the employees' right to "work refuse" under the current Occupational Health and Safety Act is revoked, the Company agrees to meet with the Union to implement a mutually agreed upon alternate procedure.

If at any time, between the time the right to work refuse is revoked and the Company and the Union arrive at an alternate procedure, the Company will not act in a manner that is arbitrary, discriminatory or in bad faith.

LETTER OF UNDERSTANDING#22 HIRING OF STUDENTS

The Company may employ students on the following basis: Students may be employed for the summer months, May to September. It is understood that students shall not be employed if regular employees of the Bargaining Unit are laid off.

The parties further agree that: Students will not acquire seniority while working in this status, and further, will not be

covered by the Seniority provisions contained in this Collective Agreement. Such students will not be required to pay Union dues per the provisions of Article 4. Such students will be paid at the "New Hire" start rate, as outlined in Schedule " A of this Agreement.

The Company agrees to offer each overtime assignment to regular, qualified employees first, before utilizing such students.

Students shall mean a person attending school, college, university on a full time basis and who has indicated their intentions to return to school at the end of the summer break, by signing a letter stating such.

LETTER OF UNDERSTANDING#23 UNION OFFICE

In the event the Company must relocate the Union to a different office, this office will be comparable to their existing office in terms of facility standards.

COMPANY MISSION

**DEDICATED TO BEING THE MOST TIMELY,
QUALITY CONSCIOUS AND
COST EFFECTIVE SUPPLIER
IN EACH OF THE MARKET'S
WE SERVE.**