

**COLLECTIVE  
AGREEMENT**

BETWEEN

**WOODBIDGE  
FOAM CORPORATION  
TILBURY, ONT.**

AND

**NATIONAL AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURE IMPLEMENT  
WORKERS UNION OF CANADA  
(CAW - Canada)  
AND ITS LOCAL 127**

**1996**

111-27(01)

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## INDEX

ARTICLE	PAGE NUMBER
1. Purpose of Agreement	1
2. Recognition	2
3. Management Rights	3
4. Union Membership & Check-Off	4
<b>5. Non-Discrimination/Harrassment</b>	<b>5</b>
6. Union Representation	7
7. Strikes and Lockouts	10
8. Grievance Procedure	10
9. Arbitration	12
10. Discipline/Discharge	13
11. Probationary Period	14
12. Seniority	14
13. Lay-off	16
14. Recall	19
15. Job Posting	20
16. Temporary Transfer	21
17. Paid Holidays	23
18. Vacation	25
19. Hours of Work	27
<b>20. Overtime</b>	<b>28</b>
21. Shift Premiums	31
22. Occupational Accidents or Illness	31
23. Sick Leave of Absence	33
24. Leave of Absence	34
25. Pregnancy Leave of Absence	34
26. Leave for Union Business	35
27. Bereavement Leave of Absence	36
28. Jury Selection/Duty/Subpoenaed Witness	37
29. Reporting-In Pay	37
30. Call-In and Call-Back Pay	38
31. Safety and Health	38
32. Skilled Trades	42
33. Lunch Period	44

34. Rest Period	44
35. Agreements	45
36. Paid Education Leave/Social Justice	45
37. Cost of Living Allowance	46
38. Schedule "A" Wages	48
39. Schedule "B" Employee Benefits	49
40. Duration of Agreement	52

**LETTERS OF UNDERSTANDING**

Letter Number	
1. Tag Relief	54
2. Legislation	55
3. Leave of Absence for Imprisonment	56
4. Union Facilities	57
5. Travel Allowance	58
6. Time Clock	59
7. WCB or WI Claimants	60
8. Employee Assistance Program	61
9. New Classification	62
10. Reinstated Grievances	63
11. Outside Contracting	65
12. Tooling Employees	66
13. Plant Relocation	67
14. Plant Closure	68
15. Off-Site Treatment	69
16. Company Approved Tool List	70
17. Phone Contact of Employees	71
18. Union Representation Clauses 6.01 & 6.07	72
19. Weekly Indemnity Benefits	73
20. Weekly Indemnity Benefit Claim Delays	74
21. Monitoring of Isocyanates	75
MEMORANDUM OF AGREEMENT ITEMS	76



COLLECTIVE AGREEMENT

Between: **Woodbridge Foam Corporation**  
189 Queen Street North  
Tilbury, Ontario

Hereinafter called "The Company"

And: **National Automobile, Aerospace and  
Agriculture implement Workers Union  
of Canada (CAW-Canada) and its Local 127**

Hereinafter called "The Union"

**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.

The Company and the Union agree that in the exercise of each of their rights, and in the administration of this agreement, they shall do so in a fair and reasonable manner.

1.02 In this Agreement, words using the masculine gender include the feminine and neuter, the singular includes the plural, and the 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, 189 Queen Street North, Tilbury, Ontario; save and except foremen, persons above the rank of foreman, office staff, plant clerical staff, sales staff, technical staff (such as work measurement staff, Q.C. technician staff, process technician staff, laboratory staff, metallurgical staff), 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 regular seniority employees and excludes probationers.

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 purposes of instruction, experimenting or in emergencies. It is not the Company's intent to replace bargaining unit members by having salaried employees performing regular bargaining unit work.

The Salary personnel performing the work will keep the appropriate Union Representative informed of the nature of such work, prior to the work being performed.

In case of emergency, only, a bargaining unit employee

will be assigned to the work as soon **as** possible.

2.04 Notwithstanding the above, should a non-bargaining unit employee perform bargaining unit work, for any reason, he shall, prior to performing the work, advise the appropriate Union representative of the purpose and duration of such work. Additionally, such work will not reduce the hours of work or overtime opportunity of a bargaining unit employee or eliminate the need for hiring/recalling employees not currently active in our workforce.

### **ARTICLE 3 - 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 and, 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.
- **to** discipline, suspend or discharge employees, for just cause, the right to make, enforce, and alter, from time **to** time, Rules and Regulations covering the operations, and release employees because of lack of work or for other reasons.
- to determine the nature and kind of business conducted by the Company, the kinds and locations, of plants, equipment, product components, parts and material to be used, parts, components, products, materials, services and equipment purchased, the

control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, 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. the Company will discuss with the Plant Chairperson any changes in existing rules and regulations, or the establishment of new **rules** and before such changes are made effective.
- subject to the expressed provisions of this Agreement, and provided it is not inconsistent with the terms of this Agreement.

#### **ARTICLE 4 - UNION MEMBERSHIP AND CHECK OFF**

4.01 All present employees, and probationers, shall, as a condition of employment, become and remain members of the Union, for the term of the Agreement.

4.02 All employees, and probationers, shall, as condition of employment, authorize the Company to deduct from their pay the regular Union dues, initiation fees, and assessments as prescribed by the Constitution of the Union, and the by-laws of the local Union.

4.03(a) The Company will, for the duration of this Agreement, deduct from the pay cheque weekly installments of equal amounts that total the regular annualized dues of such employees, and remit such monies to the Financial Secretary of Local 127 of the National Union C.A.W. by the tenth (10th) of the month following the month in which the dues were deducted.

(b) If a regular employee, or probationer, has no earnings during the prior week, dues deductions shall be deferred until his next pay period, subject to 4.04 of this



Agreement.

(c) The Company will at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the total amount deducted from the month. Also, the name and status of any employee from whom the Company has made no dues deductions, dues deductions to be included in the employees' T-4 slips.

(d) The Company will forward to the C.A.W. Financial Secretary of Local 127, an initial list of the names and addresses, including postal codes, of all employees covered by Article 4.01 of the Collective Agreement. Any change in this list will be provided on a quarterly basis thereafter.

4.04 No deductions shall be made from the pay of any employee covered by Clause 4.01, of this Agreement, in any month, where such employee has worked less than a total of forty (40) hours as of the last pay period of the month. Paid vacation days and paid Statutory Holidays will be considered as days worked.

4.05 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 this Collective Agreement.

#### **ARTICLE 5 - NON-DISCRIMINATION/HARASSMENT**

5.01 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 offences, marital status, family status or

handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provisions of the Code.

5.02 The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behaviour 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.

5.03 (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 complaint in writing to a Joint Committee.

(b) A Joint Committee will be comprised of one representative selected by the Company and one representative 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.

These representatives will be appropriately trained regarding harassment and discrimination issues and

investigations. The Joint Committee will establish a procedure for expediting such investigations.

**ARTICLE 6 - UNION REPRESENTATION**

6.01 The Company acknowledges the right of the Union to elect a plant committee and stewards to a maximum of eight (8) persons. The Company agrees to recognize four (4) of these Union appointees as the Plant Committee. One of such Plant Committee will be the Plant Chairperson on steady days. Any changes in the area of representation will be discussed between the Company and the Union and mutually agreed upon prior to the changes taking place. Representation will be as follows:

<b>PLANT AREA</b>	<b>NUMBER OF STEWARDS</b>
092 (Productionline/Finishing/Q.A.)	1 PER SHIFT
099 (Shipping/Receiving/Environmental/Chemical Handling/Tooling)	1 PER SHIFT
Skilled Trades	1 - Other shifts are covered by the respective shift Union Representation.

Such members of the Plant Committee and Stewards will be required to rotate shifts as per Article 19.05, if required. The Union agrees to assure representation on all the shifts. The Committee persons, Stewards, and the Plant Chairperson at the time of their election must have been employees of the Company for at least twelve (12) months. The duty of the Committee Persons, Stewards, and the Plant Chairperson shall be to represent the employee(s) in the investigation and processing of grievances or contract administration as outlined in the

Grievance Procedure.

6.02 The Union will inform the Company in writing of the names of the Committee persons, Stewards, and the Plant Chairperson, and their alternates and any subsequent change in the names of the Committee persons, Stewards, and the Plant Chairperson, and their alternates and the Company will not be required to recognize the Committee persons, Stewards, and the Plant Chairperson and their alternates until such notification from the Union has been received. There will be only one alternate recognized for each Union Representative, to be active only in absence of the representative.

6.03 In order that such representatives can perform their duties it is acknowledged that, when required, a reasonable

period of time off work may be necessary for them, and/or the grievor. Such permission will be granted during the shift and in no case later than one (1) working hour after the request, except in the case of an emergency. Upon returning to work the representative and grievor shall report back to their supervisor or his designate. Permission granted by their supervisor will not be abused nor will excess time be used to transact such business.

The Plant Chairperson will have 20 hours per work week available to conduct Union business at the applicable rate. The Plant Chairperson must notify the Plant Manager or his designate, if any additional paid time to attend Union business is required.

The Company recognizes the need for the Plant Committee to meet in order to deal with general Plant issues. The Company will grant up to two (2) hours per week paid at the applicable rate for such meeting. Committee persons will notify their immediate supervisor three (3) working days prior to such meeting, except in

the case of an emergency permission on short notice will be granted by the Plant Manager or designate. Meetings called by the Company will be paid by the Company and are not subject to the above schedule.

The Company recognizes the need for the Plant Chairperson to leave the plant for urgent Union business during working hours paid at the applicable rate. Reasonable requests by the Plant Chairperson will be granted. The Plant Chairperson will not be replaced at the Plant during such business.

**6.04** The Company agrees to recognize a Negotiating Committee which will be the Plant Committee, along with a Representative from the National Union, and/or the President of CAW Local 127. During negotiation for a new contract an additional Committee person will be recognized to represent production.

**6.05** The Company will provide a bulletin board for the Union to post notices regarding meetings and matters pertaining only to the Union. Prior to posting, all such notices must be acknowledged by the Plant Manager or his representative and must be initialed by the Plant Chairperson.

**6.06** It is agreed that the Union, its members or agents, shall not distribute or cause to be distributed any handbills, pamphlets, literature or Union material detrimental to the Company on the Company premises or time, except for arrangements agreed to between the Union and the Company. It is further agreed that all Union activity of any kind during working hours of the Company, will be as specified by this Agreement or mutually agreed.

**6.07** To assure representation in weekend overtime situations the shift Union representative will be scheduled when three (3) or more employees are working, Article 20.08 notwithstanding. If no Union representation is

available for the overtime, the Union will appoint a Steward from among the employees scheduled to work and notify the Company.

6.08 The Company recognizes the Union's desire to have representation relevant to the size of the workforce. At the time of establishing a new area of business the Company agrees that Stewards will be recognized and will be added to the representation as identified in Article 6.01.

#### **ARTICLE 7 - STRIKES AND LOCK-OUTS**

7.01 The parties hereto agree that there shall be no strikes, work stoppages, or lockouts during the life of the Agreement.

7.02 The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the Labour Relations Act RSO 1980.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01

##### **Step 1:**

Complaints will not be considered a grievance and will be handled between the employee and his immediate supervisor. To recognize responsible communication between the parties the complaint will be documented and the Supervisor will respond in writing to the employee and Steward regarding his complaint no later than the end of the next scheduled shift.

##### **Step 2:**

Failing a satisfactory settlement at the complaint stage a grievance must be put in written form, within five (5) working days from the date of the alleged violation of the Collective agreement, or from the date the alleged violation of the agreement became known to the griever, stating the nature of the grievance, the applicable

Article(s) of this Agreement alleged to have been violated, and the remedy sought. The steward and grievor will be given reasonable time to issue this written grievance.

One copy of the written grievance will be delivered to the Human Resource Manager or designate. A decision in writing outlining the reasons for accepting/denying grievance will be given to the Plant Chairperson by the area Manager within three (3) working days from the receipt of the written grievance.

**Step 3:**

Failing a settlement in Step 2, within three (3) working days, the aggrieved employee, with the Plant Chairperson, shall refer the grievance, in writing, to the Plant Manager, or his representative. At the time the grievance is presented to the Plant Manager or his representative, a representative from the National Office of the Union and/or the President of the Local may be present. The Plant Manager, or his representative shall render his decision, in writing to the employee, four copies to the Union office, one copy each to the Local President and National Representative within three (3) working days from the date of the Third Step grievance meeting.

8.02 Policy, Group, Suspensions or Discharge grievances, initiated by the Company or 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.

8.03 The time limits foreseen at the various steps of the Grievance or the Arbitration Procedure may be extended by mutual consent in writing by both parties. Failure to adhere to time limits specified in this Agreement or mutually agreed extensions, will result in the grievance being allowed or withdrawn without setting precedence or

prejudice.

8.04 Failing a satisfactory settlement as in Step Three (3), the grievance may be submitted to arbitration as outlined in Article 9 of this Agreement.

8.05 The Company and the Union shall not be subject to any financial liability for any period more than, up **to**, thirty (30) working days maximum, prior to the date a grievance was filed in writing. The employee repayment plan will not exceed the equivalent of one (1) hours pay weekly.

8.06 The Union and the Company will schedule a third step grievance meeting or a Union/Management continuous improvement meeting on a monthly basis. The Plant committee members will be attending these meetings.

#### **ARTICLE 9 - ARBITRATION**

9.01 Failing a satisfactory settlement in Step Three (3) of the Grievance Procedure, it shall be the responsibility **of** the party desiring Arbitration to **so** inform the other party, in writing, within fifteen (15) working days after the Plant Manager, or his representative's response.

9.02 A notice of intent to Arbitrate, with a sole Arbitrator, shall contain a list **of** five (5) Arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of five (5) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from the list, within ten (10) working days, either party may request the Ontario Minister of Labour **to** name an Arbitrator.

9.03 The Arbitrator shall not have jurisdiction to alter or change any provisions of the collective Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of



this Agreement, or deal with any matter not covered by this Agreement.

9.04 The parties will equally bear the fees and expenses of the sole Arbitrator. Any witnesses called by the parties will be at their individual expense.

9.05 Notwithstanding the Arbitration Provisions in the Collective Agreement, the Union and Company may mutually agree that any grievance referred to Arbitration under the Arbitration Provisions of the Collective Agreement, may be Arbitrated under Section 49 of the Labour Relations Act.

#### **ARTICLE 10 - DISCIPLINE AND/OR DISCHARGE**

10.01 Employees directed by the Company to attend a formal disciplinary meeting will be accompanied by a Union representative. Employees attending such meetings outside their scheduled working hours will be paid for this meeting. The timing of such meeting will be determined between the Plant Manager or designate and the Plant Chairperson.

10.02 A period of twelve (12) months with no recurrence of the same or related violation, from the date of issuance, of any disciplinary action given to an employee, will result in removal of said disciplinary action from the employee's personnel record.

10.03 An employee being discharged or suspended will be given the opportunity to meet with his shift Union representative or a representative of the Plant Committee, for a reasonable period of time, not to exceed one (1) hour, paid at the applicable rate, prior to leaving the plant.

10.04 The Company recognizes the employee's desire for disciplinary decisions to be made quickly. All disciplinary decisions will be administered to the employee

within five (5) working days for the employee involved. Employees receiving suspension will serve the suspension commencing no later than his next scheduled shift after the decision being made.

#### **ARTICLE 11 - PROBATIONARY PERIOD**

11.01 New hires shall be considered probationary until they have completed a total of sixty (60) days actually worked, within a twelve (12) consecutive month period after which they shall become regular employees as defined in Clauses 2.01 and 2.02 and their seniority rating shall be their original hiring date. The Plant Chairperson will be provided with a list of new hires upon completion of the probationary period.

11.02 During their probationary period, probationers shall be subject to release by the company, at any time, and the Company will have no responsibility for re-employment of probationers if they are laid off; and such probationers shall have no rights of grievance under this clause except for termination the probationary employee may file a grievance alleging that termination was exercised in bad faith.

#### **ARTICLE 12 - SENIORITY**

12.01 The term "seniority" as used herein, shall mean accumulated service calculated from the employee's original hiring date as described in Clause 11.01.

12.02 In the case of equality in seniority ranking, seniority shall be determined by alphabetical order of the employee's last name at date of hire.

12.03 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 re-instated through the Grievance Procedure.

(c) If he is retired, as per provisions of the pension plan.

(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) (1) If an employee has been laid off due to lack of work, and does not return to work after being contacted personally to report for duty for his first scheduled shift of the following week or within five (5) calendar days, whichever is greater.

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.

(e) (2) If an employee is at work with another employer he will not lose seniority if he reports for work with the Company within five (5) working days following his notice of recall, as outlined in Clause 12.03 (e)(1).

(f) If an employee overstays a Company approved leave of absence without receiving an extension in writing of such leave of absence unless he has a valid reason.

(g) If he accepts gainful employment while on any leave of absence without first obtaining the consent, in writing, of the Company.

(h) (1) If an employee with more than one (1) year of seniority is laid off due to lack of work and not recalled

for work for a period extending beyond thirty-six (36) consecutive months.

(h) (2) If an employee with less than one (1) year of seniority is laid off due to lack of work and not recalled within a period extending beyond the greater of his length of service, or six (6) consecutive months.

(i) If an employee with seniority, is absent for the greater of a period exceeding thirty six (36) consecutive months or twenty five (25%) percent of service on account of non occupational sickness or injury, or workers compensation injury or illness.

12.04 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.

12.05 Employees transferred to a position outside the bargaining unit, may, at the discretion of the Company, be transferred back to the bargaining unit as probationary employees.

The Plant chairperson will be provided with a list of employees transferred out of the bargaining unit.

12.06 The Company will post an up-to-date seniority list on a monthly basis. Copies of the Seniority List will be provided to the Plant Chairperson. This list will include the supplementary seniority numbering system for internal use only. Current clock numbers will be maintained for administrative purposes.

#### **ARTICLE 13 - LAY-OFF**

13.01 When the Company deems it necessary to reduce the workforce for the remainder of any shift

employees will be offered lay-off on a voluntary basis.

When the Company deems it necessary to reduce the workforce for up to two (2) working days, the senior employee(s) on the affected shift(s) will be offered the work available.

For lay-offs of up to two (2) working days the Company will give the employee(s) one (1) working day notice.

The Company will make sure that full shift lay-offs is rotated equally amongst all shifts.

13.02 When the company deems it necessary to reduce the workforce for greater than two (2) working days, employees affected will be placed by the company, in the job of the most junior employee on the basis of his plant wide seniority (Skilled Trades excepted, see Clause 32.07, first paragraph).

1st In his own classification, in his own department

2nd In his own department

3rd In the Plant

Such reduction in the work force will be consistent with the Company's right to maintain a work force of employees who have at the time of lay-off, the factors as outlined in Clause 15.03, to perform the work that is available, at the rate of the job.

It is agreed and understood that such qualified employee(s) may require some minor orientation not to exceed one (1) shift.

For lay-offs greater than two (2) working days and up to three (3) working days the Company will give the employee(s) one (1) working day notice.

13.03 If the Company decides to close the Plant,

complete or partial, for Vacations, and employees are required to work during this period, the seniority provisions of Clause 13.02 will not apply; however, the senior qualified employees who have been granted vacations under Clause 18.02, at other than the plant shutdown period, will be given preference for the shutdown work.

13.04(a) The Company will give seniority employees three (3) working days notice for lay-offs of greater than three (3) working days.

(b) The Company will notify employees to be laid off, under Clause 13.04 (a) in writing, and the employee will acknowledge receipt of such lay-off notice by signing such written notice.

Employees not working in the plant at the time of notice of lay-off will be advised by registered letter. A copy of a group notice will be given to the Plant Chairperson and posted on the Plant bulletin board.

13.05(a) The Plant Committee and the full time Health & Safety representative shall be retained in their respective area of representation, at the rate of the job, in the event of a lay-off regardless of their position on the seniority list. If no such work is available, they will be laid off under the lay-off provisions of the Collective Agreement.

(b) Union Stewards shall be retained in their respective area of representation, on their respective shifts, at the rate of the job in the event of a lay-off, regardless of their position on the seniority list. If no such work is available they will be laid off under the lay-off provisions of the Collective Agreement.

It is agreed and understood that such qualified employee(s) may require some minor orientation not to exceed one (1) shift.

13.06 The Union and employees agree that any

employee may not refuse a transfer to available work under Clause 13.02. The Company will notify the Plant Chairperson of changes in "available work" assignments weekly on Wednesdays.

13.07 If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of the company, employees may be laid off and the lay-off notice provisions of 13.01, 13.02 and 13.04 will not apply. If work is available, the senior available qualified people will be utilized.

13.08 When an employee returns to work from non-occupational illness or injury, occupational illness or injury, or Company approved Leave of Absence, he will be reinstated to his former classification, if such vacancy exists. If no such vacancy exists, he will be subject to the seniority provisions of Article 13.02.

13.09(a) Employees laid off from the Company for more than one hundred (100) consecutive calendar days from the last day worked will not retain classification or departmental rights.

(b) Employees with recall rights to a classification or department which has been shut down in excess of twelve (12) consecutive months, will lose recall rights to their classification or department.

#### **ARTICLE 14 - RECALL**

14.01 Recall of employees after lay-off will be in the reverse order of lay-off as outlined in the provision of Clause 13.02, except that for temporary lay-offs, employees will be recalled by bargaining unit seniority.

14.02 Any employee who refuses a recall to any available job shall lose his seniority, and his employment with the Company will be terminated, subject to Clause 12.03 (e)(1) and (2).

## ARTICLE 15 - JOB POSTING

15.01 If a permanent job vacancy exists, or new job classifications are created in the plant, such openings shall be posted on the plant bulletin boards on Thursday mornings at 10:00 a.m. and removed the following Tuesday at 10:00 a.m., during which time regular employees at work in the Plant at the time of such job posting, may make application on the approved form for such job vacancy.

Employees on approved leave of absence, or non-occupational or occupational leave of absence, or vacation will be permitted to apply for such job postings.

The Company has no obligation to advise any absent employees of any job posting.

Such notice will state whether it is a new job, the rate of pay, the main duties and indicate "A", "B", or "C" crew.

The Company agrees to supply the Plant Chairperson with copies of the Job Posting. A list of the applicants, and awards, will be provided to the Plant Chairperson prior to the successful applicant receiving the job.

Employees posting from one classification to another classification will report to the awarded job or receive the higher rate of pay, five (5) days after the job posting has expired. Employees have the opportunity, upon notification of being the successful applicant, to refuse or accept the position.

15.02 Employees shall be permitted to bid for a higher, or lower, or lateral classification, by shift, except that the successful regular employee shall be entitled to only three (3) such transfers every contract year. When a new classification has been created or a steady day vacancy becomes available all seniority employees will be permitted to bid for the job regardless of the above



procedure.

15.03 Employees bidding for a permanent job vacancy, shall be considered by the Company at the time of job posting on the factors of qualifications and seniority. Applicants for the mould shop will be required to pass a Company skill test.

15.04 Should a dispute arise as to an applicant's qualifications to do the job, he shall be given a five (5) day trial period in which ~~to~~ prove himself. However, if he fails to qualify, or requests to be taken off the job, within a ten (10) day period, he will be placed by the Company on any available job in the Plant. In such case, the Company will select the next eligible employee, from the job posting applicants, if any. By mutual agreement the parties may agree to extend these time periods.

15.05 The ~~two~~ (2) subsequent job vacancies, if any, created by successful job bidding, will be filled by job posting.

Subsequent job vacancy(s), if any, will be filled by the Company from Junior unclassified employees or new hires.

15.06 Nothing contained in this Article shall be construed to limit the Company's right to hire new employees from outside.

NOTE: The terms of Clause 32.07, second paragraph, will apply to successful bidders into the Skilled Trades department.

#### **ARTICLE 16 -TEMPORARY TRANSFER**

16.01 An employee temporarily assigned, at the direction of the Company, 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 will be paid for the entire shift.

16.02 A transfer shall be considered temporary provided it does not exceed thirty (30) calendar days, and during this period, will not be subject to the seniority provisions of this Agreement. If such transfer exceeds this period, it will be declared as permanent vacancy and posted for job bidding.

To recognize senior employees the following procedure will be used:

a) a temporary transfer list will be issued weekly indicating employees' preferences to a temporary transfer.

b) the senior qualified employee will be assigned to the vacancy of preference as per the temporary transfer list.

c) to avoid bumping, the vacancy created in (b), above, will be filled by the Company from unclassified qualified employees.

d) if there is no unclassified available qualified employee the Company will offer overtime to qualified employees to fill the vacancy.

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

1) while waiting for employees on overtime.

2) if no employees are available for overtime.

16.03 Vacant jobs created as a result of vacation, illness, injury or occupational accident or illness, of leave of absence shall not be posted as permanent vacancies and may be filled by the Company on a temporary basis. Such vacancies will not be subject to the seniority provisions of the Agreement up to thirty (30) calendar days. To

recognize senior employees the Company will refer to the temporary transfer list as in 16.02.

If an absence is expected to exceed thirty (30) days, or if a temporary job of more than thirty (30) days but less than ninety (90) days is created, such job will be posted for the temporary period. Any subsequent jobs created as a result of the temporary job posting, will be filled by junior unclassified employees, or new hires.

On the conclusion of the temporary job posting, all employees will return to their former classification subject to the seniority provisions of the Collective Agreement.

#### **ARTICLE 17 - PAID HOLIDAYS**

17.01 The following shall be considered as Paid Holidays under the terms and conditions of Article 17 of the Collective Agreement.

	<b>1996/97</b>	<b>1997/98</b>	<b>1998/99</b>
Canada Day	July 1/96	June 30/97	July 3/98
Civic Holiday	Aug. 5/96	Aug. 4/97	Aug. 3/98
Labour Day	Sept. 2/96	Sept. 1/97	Sept. 7/98
Thanksgiving Day	Oct. 14/96	Oct. 13/97	Oct. 12/98
Good Friday	Mar. 28/97	Apr. 10/98	Apr. 2/99
Easter Monday	Mar. 31/97	Apr. 13/98	Apr. 5/99
Victoria Day	May 19/97	May 18/98	

In addition, a Christmas shut-down period will be as follows:

**1996** (number of paid holidays 7) from 11 p.m. Monday, December 23/96 to 11 p.m. Wednesday, January 1/97.

**1997** (number of paid holidays 7) from 11 p.m. Tuesday, December 23/97 to 11 p.m. Thursday, January 1/98.

**1998** (number of paid holidays 7) from 11 p.m.

Wednesday, December 23/98 to 11 p.m. Friday, January 1/99.

Note: The above dates may be changed by mutual agreement.

17.02 An employee absent from work on any part of the last working day immediately preceding or following any of the Paid Holidays listed in Clause 17.01 shall not be entitled to pay for the Holiday unless he has a valid reason.

17.03 An employee will also, not be paid for a Paid Holiday if:

(a) He has been laid off due to lack of work for more than thirty (30) calendar days prior to, and inclusive of, the recognized Paid Holiday. For Christmas holidays the employee did not work any day between December 1 and January 15.

(b) He is **off** work due to a non-occupational, certified illness or injury, for more than thirty (30) calendar days prior to, and inclusive, of the recognized Paid Holiday.

(c) He has been receiving Workers' Compensation for more than thirty (30) calendar days prior to, and inclusive, of the recognized Paid Holiday.

(d) He is on approved leave of absence from the Company for a period of more than thirty (30) calendar days prior to, and inclusive, of the recognized Paid Holiday.

It is understood that probationers are not entitled to pay for any Paid Holiday, for their probationary period.

17.04 When a holiday falls within an eligible employee's approved vacation period, he shall be paid for such holiday. The additional day of vacation will be scheduled

and such day will be mutually agreed upon. Exception to this clause is when the conditions are covered by clause 17.06.

17.05 Employees eligible for payment of a Paid Holiday will be paid on the basis of the applicable rate of the job to which they were assigned the day prior to the Holiday.

17.06 If any of the Paid Holidays listed in Clause 17.01 falls during a plant shutdown, such Holiday will be observed either on the previous Friday or the following Monday. The Company agrees to meet with the Plant Committee, fourteen (14) calendar days prior to any Paid Holidays, covered by Clause 17.01 to meaningfully discuss the Company's plans for observance of any such Holidays.

It is agreed and understood by the Union and Company that during the first thirty (30) calendar days of any such Workers' Compensation or sickness or accident disability benefit, and the daily amount of payment outline in Clause 17.05.

#### **ARTICLE 18 - VACATION**

18.01 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 12 of the Collective Agreement.

(a) Employees with less than six (6) months seniority as of July 1st will be paid vacation pay in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.

(b) Employees with more than six (6) months, but less than one (1) year seniority, as of July 1st, one (1) week with vacation pay of four (4%) percent of gross earnings based on their period of employment during the previous twelve (12) month period from July 1st to June 30th.

(c) Employees with more than one (1) year, but less than five (5) years seniority as of July 1st, two (2) weeks with vacation pay of four (4%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.

(d) Employees with more than five (5) years, as of July 1st, three (3) weeks with vacation pay of six (6%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.

(e) Employees with more than ten (10) years, as of July 1st, four (4) weeks with vacation pay of eight (8%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.

18.02(a) The period or periods during which an employee may take his vacation shall be determined at the discretion of the Company. The Company, however, will ensure the most senior employee within their classification is granted their preferred vacation dates, provided such employee makes application, on a form provided by the Company, to his supervisor or representative, not later than May fifteen (15) of each year, a notice to this effect will be posted April first (1) each year. The Company will post the date of summer shutdown by May 1.

(b) The Company will post a notice of Scheduled Vacations, not later than May 30th, each year.

(c) The Company will schedule two (2) weeks vacation, if requested under Clause 18.02 (a), in the months of July and August, should the Company decide not to shut-down during this period, provided the Company can meet customer requirements.

18.03 The vacation year shall be from July 1st, through June 30th. Vacation time off must be taken during the current vacation year and cannot accumulate to be taken

in any subsequent vacation years.

18.04 Vacation pay will be calculated on Jun 15th, 1996, June 14th, 1997, June 13th, 1998 and will be made available to the employee on June 27, 1996, June 26, 1997, June 25, 1998 or a week prior to their approved vacation.

#### **ARTICLE 19 - HOURS OF WORK**

19.01 The normal hours of work will be eight (8) hours per day, and forth (40) hours will constitute a normal work week.

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

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

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

(b) DAY SHIFT: 7:00 a.m. to 3:00 p.m.

AFTERNOON SHIFT: 3:00 p.m. to 11:00 p.m.

The normal work week on a three (3) shift operation will be Monday through Friday inclusive.

(c) On a three (3) shift operation, the hours will be as follows:

DAY SHIFT: 7:00 a.m. to 3:00 p.m.

AFTERNOON SHIFT 3:00 p.m. to 11:00 p.m.

NIGHT SHIFT: 11:00 p.m. to 7:00 a.m.

The normal work week will start at 11:00 p.m. Sunday for a three (3) shift operation.

19.04 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.

19.05 It is agreed and understood by the Union and its members that employees on A and B shifts will be required to alternate days and afternoons every seven **(7)** calendar days.

C Shift employees will remain on steady midnights, as required.

An employee requested by the Company to change his shift during his regular work week, will be paid at 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.

19.06 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 numbers of hours of work per day, ~~or~~ per week, ~~or~~ of days of work per week, subject to the Employment Standards Act R.S.O. 1980.

19.07 The lunch period is twenty-five (25) minutes (paid) and is part of the eight (8) hours.

19.08 Employees wishing to trade shifts will be restricted to full eight **(8)** hour shifts with the prior approval of both shift supervisors. No employee shall otherwise offer partial ~~or~~ complete shifts to any other employee. The Company will ensure that all shift trades will be dealt with in a fair and equitable manner.

#### **ARTICLE 20 - OVERTIME**

20.01 Hours worked in excess of eight (8) hours actually worked 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 base hourly rate.



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

20.02 Work performed on any Paid Holiday listed in Clause 17.01 of the Collective Agreement will be paid for at the rate to two (2) times the base hourly rate, in addition to pay for the Statutory Holiday as outlined in Clause 17.05.

Overtime on holiday weekends will be voluntary. Hours worked on a paid holiday will be recognized as overtime hours for that week.

20.03 Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

20.04 The Company is aware of the employees' desire for voluntary overtime, and will continue to make considerable effort, whenever possible, to secure overtime by voluntary means.

However, it is clearly understood by the Union and employees that customer requirements must be met to ensure job security for all. The Union and the employees agree they will not refuse to work up to a total of eight (8) hours of overtime in any one (1) week, when requested to do so. Employees refusing to work overtime, without a valid reason, will be subject to disciplinary action.

Overtime will be voluntary from Saturday 3:00 p.m. to Sunday 11:00 p.m.

20.05 Shift premiums shall not be included in the calculation of overtime compensation.

20.06 Charging of Overtime

(a) Employees obtaining seniority status or posting into a new classification will be credited with the average

overtime hours in that classification effective upon entry into the classification.

(b) Employees transferring from a classification into another classification or transferring to another shift will carry their overtime hours.

(c) Employees returning from long term absences (exceeding thirty (3) days) will be averaged into the classification in which they will be working.

(d) Lead hands and Union Stewards overtime hours will not be used for the purpose of averaging an employees hours into a classification.

(e) Employees eligible for overtime who are absent on the day of canvassing will be charged with overtime refused. For weekend overtime, employees absent on the day of canvassing must advise the Company by 12:00 PM (noon), Thursday, that they are available to work the said overtime or they will be charged as if they had worked.

(f) Employees on a Company approved leave of absence will be eligible for overtime if they return to work prior to the overtime assignment.

(g) Overtime hours worked and/or refused will be recorded as hours paid. An employee who fails to report for overtime will be penalized double the amount of hours originally scheduled.

20.07 Employees who return to work on modified light duty will be given an opportunity to work overtime only if qualified and restrictions permit if their overtime hours permit them to work.

20.08 The Company will guarantee the equal distribution of overtime, beyond four (4) hours among fully qualified employees, performing work within the classification, in the department on the shift for which the

twelve (12) months, including the time limits provided under the Employment Standards Act, provided such leave of absence is requested in writing at least five (5) days prior to the commencement of such leave, and approved in writing by the Plant Manager.

**ARTICLE 26 - LEAVE FOR UNION BUSINESS**

26.01 An employee elected or nominated by the Union to attend Union Conventions, Conferences, Delegations, or Committee Meetings, will be granted a leave of absence without pay for a period not to exceed up to one (1) calendar month, and the Plant Manager or his Representative is given a minimum of five ( 5) working days notice in writing of such absence, and not more than four (4) employees shall be granted such leave of absence at any one time. On request of the President of Local 127, the Company will accept two (2) working days notice, under this clause, for urgent shop committee meetings. An employee's return from such leave of absence, is subject to Clause 13.07.

Hours accumulated while on leave will be used in the calculation of pension credits and vacation pay.

26.02 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 for a period of up to three (3) years, provided 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 and be granted pension credits as per article 39(5) as if he would otherwise be at work, for the duration of such leave.

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 from such leave of absence, the employee will be returned to his former classification, if such vacancy exists.

**ARTICLE 27 - BEREAVEMENT LEAVE OF ABSENCE**

27.01 If a death occurs in the immediate family of a regular employee (probationers excepted), during his scheduled work week, such employee will be given three (3) days leave of absence, with pay, at his applicable rate, up to a maximum of eight (8) hours pay, for each day of leave of absence, for the purpose of making funeral arrangements and/or attending the funeral. An employee's immediate family shall include:

employee's	spouse	grandmother
	mother	grandfather
	father	step-parent
	son	step-brother
	daughter	step-sister
	brother	spouse's parents
	sister	spouse's step-parents
	step-child	grandchild

Regular employee's will be given two (2) days leave of absence, with pay, at his applicable rate, to a maximum of eight (8) hours, for the purpose of attending the funeral of his current spouses:

grandparent	brothers	sisters
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If bereavement occurs during a regular employee's scheduled vacation, he will be granted up to three (3) paid days off and will extend his vacation period.

27.02 The employee will notify a shift supervisor in the event bereavement leave is required.

27.03 Such paid bereavement leave as described in Clause 27.01 is only payable where the employee would otherwise be at work during this period.

27.04 Proof of attendance at the funeral may be requested by the Company.

**ARTICLE 28 - JURY SELECTION/DUTY/SUBPOENAED WITNESS**

28.01 An employee who is called for jury service/subpoenaed witness, shall be excused from work for the day(s) of which he serves, and he shall receive, for each such day of jury service/subpoenaed witness on which he otherwise would have worked, the difference between eight (8) times his applicable rate, and the payment he receives for jury service / subpoenaed witness. The employee will present proof of service and the amount of pay received therefore, transportation excluded. An employee working the midnight shift which immediately precedes the day on which service is required will not be required to report for work for that entire shift.

**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 This 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 other conditions beyond the control of the Company.

- (2) if the employee has not kept the Company informed of

his current address and a telephone number.

#### **ARTICLE 30 - CALL-IN AND CALL-BACK PAY**

30.01 When an employee has completed his regular shift, and left the plant, and is requested by the Company to return to work before his next regular shift to do emergency work, such employee will be allowed to go home after any emergency work for which he was called, or which occurred after his arrival, is finished and shall be paid at the applicable rate for hours worked, or a minimum of four (4) hours pay at the applicable rate.

#### **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 Plant Committee and Stewards, and Supervisors, will cooperate to the fullest extent to promote safe work practices, health conditions, and enforcement of safety rules.

31.02 Safety equipment, devices, and procedures will be in accordance with all legislation applicable to the work place for matters pertaining to Health and Safety and will be followed and promoted by the Company and the Union.

31.03 (a) The Joint Health and Safety Committee (referred to hereafter as "The Joint Committee") shall consist of up to twelve (12) members. The Company shall recognize up to eight (8) plant worker safety representatives, one (1) per shift selected by the employees from each production area, one (1) Skilled Trades representative and one full-time Health and Safety person shall be appointed/elected by the Union who will represent shipping/receiving. The Company will supply the names of their four (4) members to the Joint Committee. In the event of a one line operation the production area will be

represented by the **on-shift** representatives of the line in operation.

The Company recognizes the need for training and updating of Health and Safety representatives, the Union **Co-Chairperson** and all hourly employees both prior to assuming their responsibilities and while on the job. Appropriate training will be made available for new hires, job changes, both permanent and temporary, and for all **new** legislation and/or processes and equipment, subject to Clause **31.03 (b) (2)**.

Joint Committee meetings will be attended by up to eight (8) worker representatives and up to four **(4)** Company representatives as per Clause **31.03 (a)** paragraph 1.

The Joint Committee shall meet on the basis of a predetermined schedule prepared and mutually agreed upon for each calendar year. The worker representatives will be allowed to meet two (2) hours prior to the meeting.

There shall be two Co-Chairpersons, one appointed by the employer, and one representing the workers who shall be the full-time C.A.W. ~~appointed/elected~~ Health and Safety representative.

In the event that a technical situation arises outside the scope of the **on-shift** worker safety representative and one of the Co-Chairpersons is not available, the worker safety representative will inform his Supervisor of his problem and that he needs assistance. The Supervisor will then contact one of the Co-Chairpersons for direction.

(b) The functions of the Joint Committee shall be:

- 1) to identify, evaluate and recommend to the Plant Manager a resolution of all matters pertaining to health and safety in the work-place.

2) to review education and training programs, and monitor all information to assure employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.

(c) The members of the Committee who represent workers shall designate one of the members representing workers to inspect the physical condition of the work-place, accompanied by a Management member of the Committee, every four weeks. The work-place inspections shall be conducted during the week prior to the Committee meeting.

(d) The Joint Committee will choose an inspection team of three people from the Committee members, two representing the Union and one representing the Company, and alternates if required, to investigate all new or substantially changed positions, processes and equipment, serious work-place accidents, and situations, and/or equipment that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in Section 25 and 26 of the act and Sections 5 and 6 of the Regulations for Industrial Establishments are carried out. The inspection team will be given a minimum of one week notice before the introduction of any of the above aforementioned.

(e) All time spent in attendance at Committee meetings or in activities relating to the function of the Joint Committee will be paid for at the member's appropriate hourly rate of pay, and the time spent is to be considered as time at work, time off for any Committee activity is subject to normal supervisory approvals.

(f) The Company and the Union agree that, from time to time, representatives of Management and/or the Plant Chairperson may attend Health and Safety Committee Plant tours and meetings.



The Company agrees that the National representative, or his designate with reasonable advance notice to the Plant Manager, may attend from time to time, Health and Safety Committee Plant tours and meetings.

**31.04** All employees will be required to wear Company approved safety shoes or boots in designated areas, as a condition of employment, and such foot protection shall be CSA approved. The Company will pay for regular employees only, eighty (\$80.00) dollars towards the purchase of **one** pair of safety shoes or boots in each year of the Collective Agreement.

In cases where safety shoes may deteriorate due to working conditions the Company may authorize an additional contribution of sixty (\$60.00) dollars towards a second pair of safety shoes or boots within the twelve (12) month period. **All** skilled trades employees will receive one hundred (\$100.00) dollars towards each of two (2) pair of safety shoes or boots in each year of the Collective Agreement.

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

The Company accepts no responsibility for the employee's eye examinations 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 employer's share of the cost for safety boots or shoes and prescription safety glasses will be paid on the completion of an employee's probationary period.

31.08 On April 28 of each year at 11:00 a.m.; one (1) minute of silence will be observed in the memory of workers killed or injured on the job.

#### **ARTICLE 32 - SKILLEDTRADES**

32.01 All employees classified in the Skilled Trades department are subject to all provisions of the Collective Agreement except as specifically provided in Article 32. For the purpose of the Agreement the Skilled trades department shall consist of:

- (i) Millwright - Mechanic (journeyman)
- (ii) Electrician (journeyman)
- (iii) Lift truck mechanic (journeyman)

32.02 Entry into the SkilledTrades shall be restricted to persons who provide documentation supporting their claim to required work experience and ...

(a) Any employee who presently holds a journeyman classification in the Plant in the Skilled Trades department;

(b) Any employee who has served a bonafide apprenticeship of four (4) years (8000 hours) and holds a certificate which substantiates his claim of such service;

(c) Any employee who has eight (8) years of practical experience in the skilled Trades classification and can prove same with proper affidavits. A C.A.W. journeyman's card will be accepted as qualification.

32.03 The Company recognizes the need for training

Date of Adjustments	Based on Comparison of CPE
for:	
Aug., 1996	June, 1996 with March, 1996
Nov., 1996	Sept. 1996 with June, 1996
Feb., 1997	Dec. 1996 with Sept., 1996
May, 1997	March, 1997 with Dec. 1996
Aug., 1997	June, 1997 with March, 1997
Nov., 1997	Sept. 1997 with June, 1997
Feb., 1998	Dec. 1997 with Sept., 1997
May, 1998	March, 1998 with Dec. 1997
Aug., 1998	June, 1998 with March, 1998
Nov., 1998	Sept. 1998 with June, 1998
Feb., 1999	Dec. 1998 with Sept., 1998
May, 1999	March, 1999 with Dec. 1998

37.05 The amount of the 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.

No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the CPI Index for any base month.

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

**ARTICLE 38 - SCHEDULE "A" - WAGES**

<b>JOB CLASSIFICATION</b>	<b>EFFECTIVE MAY 19 1996</b>	<b>EFFECTIVE MAY 18 1997</b>	<b>EFFECTIVE MAY 17 1998</b>
<b>LINE (092)</b>			
-Component Insert/Stock/Relief	\$16.69	\$17.19	\$17.89
-Mould Processor/Relief	\$16.69	\$17.19	\$17.89
<b>FINISHING (092)</b>			
-Trim/Repair/Glueing/Relief	\$15.34	\$15.84	\$16.54
-Inspector/Sorter/Relief	\$15.34	\$15.84	\$16.54
<b>QUALITY ASSURANCE</b>			
-Physical Properties Inspector	\$16.89	\$17.39	\$18.09
-Inspector/Tester	\$16.89	\$17.39	\$18.09
-Q.A. Dimensioner	\$16.89	\$17.39	\$18.09
<b>MATERIAL HANDLING</b>			
-Fork Lift Driver Production	\$16.69	\$17.19	\$17.89
<b>SHIPPING/RECEIVING</b>			
-Shipper/Receiver Driver	\$16.69	\$17.19	\$17.89
<b>ENVIRONMENTAL</b>			
-Environmental Technician	\$16.69	\$17.19	\$17.89
<b>SAMPLING</b>			
-Sample Maker	\$17.29	\$17.79	\$18.49
<b>CHEMICAL</b>			
Chemical Handler	\$16.69	\$17.19	\$17.89
<b>TOOLING</b>			
-Mould Mechanic	\$17.80	\$18.30	\$19.00
<b>SKILLED TRADES</b>			
-Journeyman/Electrician	\$20.79	\$21.39	\$22.19
-Journeyman/Millwright/Mechanic	\$20.79	\$21.39	\$22.19
-Journeyman/Lift Truck Mechanic	\$20.79	\$21.39	\$22.19

**Wage Progression For New Hires:**

New Hire Start Rate: 80% of the Job Classification Rate

After 8 months: 90% of the Job Classification Rate

After 16 months: 95% of the Job Classification Rate

After 24 months: 100% of the Job Classification Rate

Leadhands will be appointed by the Company and will be paid fifty (\$0.50) cents/hour actually worked as Leadhand above the highest rate of the classification supervised when performing Company assigned Leadhand duties.

Leadhands will not have the authority to recommend and administer discipline.

C.A.W. appointed full-time Health and Safety Representative will receive fifty (\$0.50) cents/hour above his classification rate, from which he came from.

Durability Technician will receive the same rate of pay as the classifications in the Quality Assurance department.

The Plant Chairperson will receive the highest rate excluding premiums.

#### **ARTICLE 39 - SCHEDULE "B" - EMPLOYEE BENEFITS**

39.01 The Employee Benefits Section is designated as Schedule "B" of this Agreement and by reference herein are made part of this Agreement.

#### **SCHEDULE "B" - EMPLOYEE BENEFITS**

##### 1. Hospitalization

The Company agrees to pay one hundred (100%) percent of the current monthly premium for regular employees and eligible dependents for the Ontario Health Insurance Plan.

2. The Company agrees to pay one hundred (100%) percent of the monthly premiums to provide Employee Group Benefits, under the Provisions of a Master Policy, for the duration of the Agreement, as follows:

(a) A Group Life Insurance Benefit for regular employees in the amount of thirty-one thousand

(\$31,000) dollars in the first year of the Collective Agreement. Effective in the second year of the Collective Agreement, May 20, 1997, thirty-three thousand (\$33,000) dollars. Effective in the third year of the Collective Agreement, May 20, 1998, thirty-four thousand (\$34,000) dollars.

(b) An extended Health Care Benefit, including a plan utilizing an Identification Card and a thirty-five (\$.35) cents deductible for drugs available only on a prescription, for regular employees and eligible dependents, subject to the maximums of insured services described in the Master Policy.

(c) A Dental Benefit, subject to the maximums of insured services provided by the Master Policy, the Dental Fee Schedule of the ODA will have a one (1) year lag to claim, for regular employees, who have completed one (1) year service.

(d) The Company agrees to provide a dental benefit with an orthodontic benefit to a lifetime maximum of two thousand (\$2,000.00) dollars insured services subject to a 50% deductible provided under the master policy. In the third (3rd) year of the Collective Agreement, the benefit will be twenty-five hundred (\$2,500.00) dollars.

(e) The Company agrees to provide, a dental benefit, including caps, to an annual maximum of two thousand (\$2,000) dollars, insured services subject to a fifty (50%) percent deductible provided under the Master Policy.

(f) The Company agrees to provide, family vision care to a maximum of two hundred (\$200) dollars once every twenty-four months (24) months, with no deductible.

### 3. Weekly Indemnity

The Company will pay one hundred (100%) percent 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. Two (2) weeks prior to the end of the twenty-six (26) weeks the employee shall file for the U.I.C. disability benefit and shall be entitled to a further eleven (11) weeks benefit from the Company at the applicable U.I.C. rate in effect at the time of the claim. In any case the Company's liability for benefits including the U.I.C. benefit period shall not be beyond fifty-two (52) weeks. The Union and the employees agree that the Company will be entitled to the full employer/employee Unemployment Insurance Commission (U.I.C.) Reduction benefits (12/12ths).

4. It is agreed and understood by the Union, that the Group benefit outlined in Schedule "B" will be suspended, at the end of the month following 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-occupational sickness or injury, and after one (1) year of absence on account of Worker's Compensation. Group Benefits will terminate at the date of termination of employment and retirement.

5. Pensions: The Company will give notice to the Board of the Canada-Wide Industrial Pension Plan that effective June 01, 1996, the Company will terminate as a Participating Employer, 890190, and request the transfer of assets equal to the present value of all accrued pension amounts attributable to employees. This transfer value will be deposited to the existing Company pension plan for the Woodbridge Plant Hourly Employees, as amended effective June 01, 1996.

Effective June 1, 1996, all future pension benefits accruing to the employees will be determined in accordance with the Woodbridge Plant Hourly Employees

Pension Plan, as amended, effective June 1, 1996, with the following exceptions:

The Retirement Income formula will be \$23.50 per month per year of service for employment ceasing prior to June 1, 1997; \$24.50 per month per year of service for employment ceasing prior to June 1, 1998; and \$25.50 per month per year of service for employment ceasing prior to June 1, 1999.

6. Long Term Disability (LTD): the Company will pay one hundred (100%) percent of the monthly premiums for Long Term Disability coverage for all regular employees. There is a 52 week qualifying period during which time you will be receiving Weekly Indemnity benefits.

Long Term Disability (LTD) will provide a benefit of 66-2/3% of the base salary in effect at the time the disability commenced. LTD benefit will be offset by any benefits received from Canada Pension Plan, Worker's Compensation Plan or other sources. The LTD benefit will continue until the earlier of being able to return to work or reaching age 65, subject to the provisions of the Master Policy.

#### **ARTICLE 40 - DURATION OF AGREEMENT**

~~4001~~ This Agreement shall become effective ~~the 21st~~ day of May 1996 ~~and shall remain in effect until the 20th day of May 1999 inclusive~~; and either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination.

IN WITNESS WHEREOF each of the parties hereto has caused this AGREEMENT to be signed by their duly authorized officials or representatives as of this 21st day of May 1996.



**WOODBIDGE FOAM  
CORPORATION  
189 QUEEN STREET N.,  
TILBURY, ONTARIO**

PETER FARAH  
ANNETTE ASHLEY  
RON VAN HAECKE

**NATIONAL AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS UNION OF  
CANADA (CAW-CANADA)  
AND ITS LOCAL 127  
BILL ZILIO  
CHARLIE FORMOSA  
RICK REAUME  
CHRIS MARENTETTE  
GREG BARTLETT  
DAN JACKSON**

**LETTER OF UNDERSTANDING# 1**

**Mr. Rick Reaume**  
Plant **Chairperson**  
Local **127, C.A.W.**  
**Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: TAG RELIEF**

This Letter of Understanding outlines the Company's current practice of "tag-relief" for lunch and rest periods. The continuous "tag - relief" cycle provides a "tag-relief" person, up to fifteen (15) minutes relief time for breaks, and up to twenty five (25) minutes relief time for lunch periods, for each position relieved.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 2**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: LEGISLATION**

The parties of this letter of understanding agree that where Ontario Labour Legislation supercedes any provision of the Collective Agreement between the parties that such legislation applies.

Yours Truly,

Annette Ashley  
Human Resource Manager

LETTER OF UNDERSTANDING# 3

**Mr. Rick Reaume**  
Plant Chairperson  
Local **127, C.A.W.**  
Woodbridge Foam Corp.

Dear Mr. Reaume:

RE: LEAVE OF ABSENCE FOR IMPRISONMENT

The Company agrees to grant a leave of absence for imprisonment under conviction arising from a motor vehicle, for employees, to serve a prison term, one time only, not to exceed six (6) months without pay, and all other benefits.

Imprisonment following conviction for an offence other than one arising out of the operation of a motor vehicle, and if the sentence is for ninety (90) 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.T., E.H.C., Weekly Indemnity, Dental, Life Insurance and Pension will continue only for the first thirty (30) calendar days of such leave of absence.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 4**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: UNION FACILITIES**

The Company agrees to provide a secure designated area in a meeting room environment, with proper sized filing cabinets, desk, Computer and software approved and maintained by the Company, and access to a telephone and for use by the Union Representatives handling Union business, subject to clause 6.03..

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 5**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: TRAVEL ALLOWANCE**

When the Company requires an employee to travel for Company business the employee will be paid for travel and time at the applicable rate. When an employee is required to use his personal vehicle for Company business he will be reimbursed at the corporate approved rate.

Yours Truly,

Annette Ashley  
Human Resource Manager

LETTER OF UNDERSTANDING # 6

**Mr. Rick Reaume**  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.

Dear Mr. Reaume:

**RE: TIME CLOCKS**

In the event an employee fails to punch his card, either when he enters the Plant or when he leaves the Plant, there will be one-half (1/2) hours pay deducted from the determined number of hours actually worked, unless approved by his supervisor. In the event an employee is late, six (6) minutes pay will be deducted for each tenth (1/10) of an hour, or fraction thereof, that the employee is late. In addition, the employee may be subject to discipline.

The Company will continue the practice of granting a three (3) minute grace period for employees clocking in at the start of their shift. It is understood that this practice is intended for unforeseen circumstances and if a pattern of abuse arises the employee involved will be considered late and may be subject to discipline.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 7**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: WCB OR WI CLAIMANTS**

The Company agrees, Clause 12.03 notwithstanding, that in the event employees off on WCB or WI at the signing date of the Collective Agreement will be granted an extension of their seniority until the ratification of the next subsequent Collective Agreement.

Yours Truly,

Annette Ashley  
Human Resource Manager



LETTER OF UNDERSTANDING # 8

**Mr. Rick Reaume**  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.

Dear Mr. Reaume:

RE: EMPLOYEE ASSISTANCE PROGRAM

In addition to the serious consequences to the individual, both parties recognize that substance abuse contributes to absenteeism and turnover and other disruptions of the work force, and it can adversely affect safety, job performance and employee morale.

Woodbridge Foam Corporation, Tilbury, realized the importance of a continuous co-operative effort between its Management and the C.A.W. officials and members in this regard and it will be appropriate for the C.A.W. and Woodbridge Foam, Tilbury, to review and discuss these problems from time to time, with a view to providing assistance to affected employees, consistent with these employees' attitudes toward their problems.

Such assistance includes, but is not necessarily limited to, identifications of the problem at its earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of members of Management and Union alike to recognize and deal constructively with such problems as they arise.

An employee undergoing medically authorized treatment for substance abuse in appropriate rehabilitation facilities may submit a claim for Weekly Indemnity benefits.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING # 9**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: NEW CLASSIFICATIONS**

When the Company establishes a new job classification, the Union shall be notified prior to the new classification being implemented. The rate for a new classification will be negotiated and failing agreement, in order to provide for appeal against the new rate:

1) The Union may lodge the grievance in writing to the Plant Manager or his representative within thirty (30) days. The grievance shall outline the reasons for disputing the wage rate.

2) Failing a satisfactory disposition for the grievance either party may refer the matter to arbitration.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING # 10**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: REINSTATED GRIEVANCES**

During negotiations of the current Agreement, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable Grievance Procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the Grievance Procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the National Union (C.A.W.-Canada), by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Manager of Human Resources Relations in writing that such grievance is reinstated in the Grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Corporation will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the aforementioned Agreement at the time of the reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement.

ment as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Corporation in the Grievance Procedure, or in any court or before any Federal, Provincial, or Municipal agency.

An employee must institute the appeal procedure within sixty (60) days of the original disposition of the grievance. As soon as an employee institutes the appeal procedure the Union shall promptly give notice to the Corporation.

Notwithstanding the foregoing, a decision of any arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Corporation and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of arbitration decisions or other grievance resolutions.

It is understood this letter agreement and the Corporation's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 11**

**Mr. Rick Reaume**  
**Plant Chairperson**  
**Local 127, C.A.W.**  
Woodbridge Foam **Corp.**

Dear Mr. Reaume:

**RE: OUTSIDE CONTRACTING**

In order to effectively manage the business, it is necessary *for* the Company to decide how, and by whom, any work is to be performed, and this letter is not to be regarded as affecting that right. However, it is the intent of the Company, provided we have the necessary facilities and equipment, and can perform the work required with our own workforce, within projected time limits, without affecting quality, to keep such work within the Skilled trades department.

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

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 12**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: TOOLING EMPLOYEES**

The Company will continue the current practice of supplying clothing, tool allowance, safety shoe allowance and insurance for tooling department employees as per Skilled Trades. All other issues are as per the body of the Collective Agreement.

Procedures for employing Outside Contractors will be as designated in Letter of Understanding Number 11 of the Collective Agreement.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING # 13**

**Mr. Rick Reaume**  
Plant Chairperson  
**Local 127, C.A.W.**  
Woodbridge Foam Corp.

Dear Mr. Reaume:

RE: PLANT RELOCATION

This will confirm the understanding between the Company and the Union that should the Company decide to move its Tilbury operation to another location, in Ontario, during the lifetime of the Collective Agreement, the Company will accept applications at the new location from former Tilbury employees. Such applications must be made within thirty (30) days of the employees' termination at Tilbury.

Employees who so apply will be given preferred consideration for jobs, provided they are qualified to perform the work available. It is clearly understood that all persons hired according to the above shall be hired under the rates of pay and the conditions of work existing or to be implemented at the new location.

Yours Truly,

Annette Ashley  
Human Resource Manager

LETTER OF UNDERSTANDING# 14

**Mr. Rick Reaume**  
Plant **Chairperson**  
Local **127, C.A.W.**  
Woodbridge Foam Corp.

Dear Mr. Reaume:

RE: 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.

Yours Truly,

Annette Ashley  
Human Resource Manager



LETTER OF UNDERSTANDING # 15

**Mr. Rick Reaume**  
Plant **Chairperson**  
Local **127, C.A.W.**  
Woodbridge Foam Corp.

Dear Mr. Reaume:

RE: OFF-SITE TREATMENT

For occupational accidents or illness that requires off-site treatment, appropriate transportation will be provided to the doctor, or hospital closest to the employee's residence, unless otherwise directed by a medical authority.

Yours Truly,

Annette Ashley  
Human Resource Manager

LETTER OF UNDERSTANDING# 16

**Mr. Rick Reaume**  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.

Dear Mr. Reaume:

RE: COMPANY APPROVED TOOL LIST

The scope of the Company approved tool list was discussed as it relates to personal items used to more effectively perform the required work.

The tool list referenced in Clause 32.05 for the purposes of this Agreement will be limited to a list mutually agreed upon between the Skilled Tradesmen and the Company which shall not necessarily be limited to the tools designated by the Company as referenced in Clause 32.04.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 17**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: PHONE CONTACT OF EMPLOYEES**

If the Company cannot reach an employee for the purpose of manpower requirements the Company will utilize a Union Representative, if at work in the plant, to confirm his non-availability.

This letter will be null and void upon the Company and the Union reaching an agreement on the type of telephone contact verification system to be implemented.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 18**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

RE: **UNION REPRESENTATION CLAUSES 6.01 & 6.07**

During the Collective Agreement negotiation the following was understood re article 6.01 and 6.07:

6.01 Currently there are seven (7) Union Representatives. One (1) Plant Chairperson, Three (3) Production Stewards, Two (2) O99 Stewards, and One (1) Skilled Trades Steward. It is not the intension of the Union to change the number of representatives unless there is a significant change in business conditions.

6.07 The steward scheduled on weekend overtime may be assigned duties outside of his classification as long as he will not be displacing one of the employees scheduled to work.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING# 19**

**Mr. Rick Reaume  
Plant Chairperson  
Local 127, C.A.W.  
Woodbridge Foam Corp.**

Dear Mr. Reaume:

**RE: WEEKLY INDEMNITY BENEFITS**

During 1996 Contract Negotiations, a discussion was held pertaining to Weekly Indemnity benefits.

A regular employee who has reached his twenty-six (26) week payment collecting Weekly Indemnity benefits may qualify for a U.I.C. disability benefit for a further up to eleven (11) weeks at the then applicable U.I.C. benefit level. If at that time such weekly U.I.C. benefit level is less than the level as of May 31/96, the Company will make weekly payments equal to the difference between the two U.I.C. benefit **levels**.

Yours Truly,

Annette Ashley  
Human Resource Manager

**LETTER OF UNDERSTANDING # 20**

**Mr. Rick Reaume**

Plant Chairperson

**Local 127, C.A.W.**

Woodbridge Foam Corp.

Dear Mr. Reaume:

**RE: WEEKLY INDEMNITY BENEFIT CLAIM DELAYS**

During 1996 Contract Negotiations, a discussion was held pertaining to Weekly Indemnity benefit claim delays. In the event a regular employee of the Woodbridge Foam Corporation submits a properly completed Weekly Indemnity Claim form and the claim is delayed beyond three (3) weeks, the company hereby agrees, as standard practice, to instruct Manulife to begin paying the benefit, at the applicable rate, commencing with the 22nd 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 1996 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 eventually denied by Manulife, 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.

Yours Truly,

Annette Ashley  
Human Resource Manager

LETTER OF UNDERSTANDING # 21

National Automobile, Aerospace and  
Agriculture Implement Workers Union  
of Canada (CAW • Canada) and Its Locals

Attention: Mr. J. McCabe  
Mr. B. Zilio

RE: MONITORING OF ISOCYANATES

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 MDA 7100 monitor where they are required to be used.

Yours Truly,  
Woodbridge Foam Corporation

#### MEMORANDUM OF AGREEMENT ITEMS

- (1) Within three (3) months of the effective date of the Agreement, a booklet form of the Collective Agreement will be provided; one (1) for each current employee and one (1) for each new hire. Additional copies will be provided to the Plant Chairperson when requested.
- (2) The Company agrees to establish with the Company's insurance carrier, a procedure for assignment for the reclaim of paid benefits.
- (3) The Union may appoint, one of the worker health and Safety Committee members, on a temporary basis when it is known that the full time CAW appointed Health and Safety Representative, will be absent for one (1) normal work week or more. There will be no duplication of wages.
- (4) Employees absent from the Plant on authorized Union business of ten (10) consecutive working days or less will have their **loss of** earnings supplemented by the Company upon notification of names and hours by the Plant Chairperson. The Company will be reimbursed by the Union upon the Company's submission of its invoice statement.
- (5) Should a mistake by the Company result in any shortfall of an employee's regular hours actually worked pay entitlement for the week, or if a Company mistake in calculation of overtime pay exceeds thirty (\$30) dollars, a manual cheque when requested by the employee will be processed and available to the employee on the day of request.
- (6) Overtime will normally be posted on Wednesday subject to the customers production and/or delivery demands.



- (7) An employee whose job is eliminated as a result of technological change shall retain his previous classification rate for a period of six (6) weeks.
  - (8) If a dispute arises disclaiming an employee's W.C.B. claim the employee will receive W.I. benefits if eligible.
  - (9) Appointments made by the attending physician for the ISO Control Program will be reimbursed at the applicable rate.
  10. The Company agrees to put the newly negotiated rates of pay and fold in C.O.L.A. float commencing May 19, 1996 upon ratification of the Collective Agreement. All other aspects of the Collective Agreement will be subject to article 35.
  - (11) The Company, in concert with the Union, will compile a Request For Proposal (RFP) by no later than the end of the first contract year, to request bids for the full range, or subsets, of the Woodbridge Employee life, health and dental benefit program.
- The Company will include Greenshield Canada to receive the RFP.

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19 20 21 22 23 24 25	16 17 18 19 20 21 22	20 21 22 23 24 25 26	
26 27 28 29 30 31	23 24 25 26 27 28 29	27 28 29 30	
<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>	
S M T W T F S	S M T W T F S	S M T W T F S	
4 5 6 7 8 9 10	1 2 3 4 5 6 7	6 7 8 9 10 11 12	
11 12 13 14 15 16 17	8 9 10 11 12 13 14	13 14 15 16 17 18 19	
18 19 20 21 22 23 24	15 16 17 18 19 20 21	20 21 22 23 24 25 26	
25 26 27 28 29 30 31	22 23 24 25 26 27 28	27 28 29 30 31	

1 9 9 9	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
	S M T W T F S	S M T W T F S	S M T W T F S
	3 4 5 6 7 8 9	7 8 9 10 11 12 13	7 8 9 10 11 12 13
	10 11 12 13 14 15 16	14 15 16 17 18 19 20	14 15 16 17 18 19 20
	17 18 19 20 21 22 23	21 22 23 24 25 26 27	21 22 23 24 25 26 27
	24 25 26 27 28 29 30 31	28	28 29 30
	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>
	S M T W T F S	S M T W T F S	S M T W T F S
	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30
<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	
S M T W T F S	S M T W T F S	S M T W T F S	
4 5 6 7 8 9 10	8 9 10 11 12 13 14	5 6 7 8 9 10 11	
11 12 13 14 15 16 17	15 16 17 18 19 20 21	12 13 14 15 16 17 18	
18 19 20 21 22 23 24	22 23 24 25 26 27 28	19 20 21 22 23 24 25	
25 26 27 28 29 30 31	29 30 31	26 27 28 29 30	
<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>	
S M T W T F S	S M T W T F S	S M T W T F S	
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	
24 25 26 27 28 29 30 31	28 29 30	26 27 28 29 30 31	

