

# **Collective Agreement**

**Between**

**Fleetwood**

**and**

**Unite Ontario Council  
Local 1381**

**Begins:  
09/23/2000**

**Terminates:  
09/27/2003**

**11639 (02)**

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## ARTICLE 1 - GENERAL PURPOSE

- 1.01 It is the intent and purpose of the parties hereinto that this Agreement shall promote and improve the industrial and economic conditions between the Company and the employees represented by the Union and between the Company and the Union; and shall set forth herein rates of pay, hours of employment and other conditions of employment to be observed by the Company and the Union and the employees represented by it.
- 1.02 It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Company and the Union which will permit safe, economic and efficient operation of the Company's plants located in Lindsay, Ontario.
- 1.03 The terms and conditions relating to the employment of the workers covered by this Agreement have been determined by collective bargaining and can only be modified by mutual consent in writing by the parties hereunto.

## ARTICLE 2 - RECOGNITION AND COVERAGE

- 2.01 The Company recognizes during the term of this Agreement the Union as the sole and exclusive collective bargaining agency with respect to all matters properly arising under this Agreement for all of its employees save and except,
- (a) Management personnel, office, clerical, and sales staff, persons regularly employed for not more than **twenty-four (24)** hours per week, and students employed during the school vacation period for its plants in Lindsay.

- 2.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 2.03 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context applies.
- 2.04 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent and recognizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must be in a strong market position, which means it must produce at the lowest possible cost. The Union, therefore, agrees that it will cooperate with the Company and support its efforts to assure a full day's work on part of its members, and it will actively combat absenteeism and any other practices which restrict production. It further agrees that it will support the Company in its efforts to conserve materials and supplies, assure proper care of equipment and tools, improve the quality of the workmanship, prevent accidents and strengthen goodwill between the Company and their employees. It is understood that no member of the bargaining unit shall have the right to hire, demote, discipline or recommend discipline or discharge any bargaining unit employee(s). It is understood that group leaders are responsible for the operating Performance of the group, including assessing individual performance and ensuring that management is aware of continuing unresolved performance problems.

### ARTICLE 3 - UNION SECURITY

- 3.01 The Company agrees that it will deduct weekly from the earnings of each employee in the bargaining unit, union dues as specified by the UNITE constitution and will remit the money so deducted to the Ontario Council Office, Don Mills, Ontario, unless so directed by the Ontario Labour Relations Board to submit to other sources.

- 3.02 The Company will, at the time of making such remittance to the Ontario Council Office, specify the employees from whose pay such deductions were made.
- 3.03 At the time that income tax (T4) slips are made available, the employer shall type on the T4 the amount of Union dues paid by each Union member in the previous year.

#### ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, promote, demote, transfer, suspend, discipline or discharge for proper cause, the direction of the production, the methods, the process, the means of manufacturing used. The right to contract out work, to decide on the number of employees needed at the Company at any time, to use improved methods, machinery and tools at the plant. Such responsibilities, though not all inclusive, are the sole and exclusive responsibilities of the Company.
  - (c) Responsibilities to decide the location of the plant, the product to be manufactured, the schedule of production, the methods, the process, the means of manufacturing used. The right to contract out work, to decide on the number of employees needed at the Company at any time, to use improved methods, machinery and tools at the plant. Such responsibilities, though not all inclusive, are the sole and exclusive responsibilities of the Company.

It is hereby agreed that the rights reserved to management herein shall not be exercised in a manner inconsistent with the provisions of this Agreement.

- 4.02 The Union also acknowledges that the Company has the right to make and alter, from time to time, reasonable rules and regulations to be observed by the employees. The Company has an obligation to communicate major changes first with the Union Committee and then to employees in a timely manner prior to the change.

#### ARTICLE 5 - UNION REPRESENTATION AND MEMBERSHIP

- 5.01 The Company and the Union both agree that they will not interfere, restrain, coerce, or discriminate against any employee because such employee is or is not a member of the Union.
- 5.02 (a) The Company will recognize a Union committee, composed of a President and the Executive Officers for the purpose of handling grievances at the third step or above the Grievance Procedure. Union officials will be allowed time off work with proper notice to attend Union Conferences, Conventions and Council meetings, without pay, but without losing bonus for hours worked if otherwise qualified. Union members must be in good standing in regards to attendance, with no verbal or written warnings, to be eligible for overtime pay.
- (b) In the event of negotiating amendments to this Agreement during the term of the Agreement the Company will negotiate with a Union Bargaining Committee composed of the Union President, four Executive Officers and a Regional Representative for the Union.

- (c) The Company recognizes the right of the union to select five (5) employees who have attained seniority to act as a bargaining committee who, along with a full time representative of the Union, will meet with the Company to discuss matters which are properly the subject of negotiations concerning proposals for the renewal of the Agreement at the end of the contract year as per 17.01.
- (d) The Union will be allowed a total of twenty five (25) working days off work per year to attend to Union Business. This time, if used, will be in addition to any time off specified in 5.02 A and excludes time spent during contract negotiations.

**5.03** The Company will recognize six (6) stewards to handle grievances in the Travel Trailer facility at step-one of the Grievance Procedure. They will not be involved with step-three of the Grievance Procedure. A steward will be selected from each of the areas designated below and will represent only employees from their designated area. The area steward will represent Utility employees assigned to work in their designated area.

1. Roll Coating, Yard, Material Handling, Parts & Services
2. Floors, Plumbing, Hulls, Cab Set
3. Electrical, Sheet Metal, Final
4. Molding, Finish, Squawk
5. Maintenance, Mill, Cabinet Framing, Slide Out
6. Cabinet Skinning, Sub-Assembly

**5.04** The Union will inform the Company in writing of the names of the Union Committee, Chief Steward and Union Stewards before the Company shall be required to recognize them.

**5.05** It is understood that the Union representatives have their regular work to perform on behalf of the Company and, if it is necessary to service a grievance during working hours, they will not leave their work

without obtaining permission of the appropriate Manager/designate. Such permission shall not be unreasonably withheld.

- 5.06** Union officers as noted in 5.02 and stewards shall not suffer any loss in wages for time lost while attending grievance meetings provided they are scheduled to work at such times. They will not be compensated by the Company for time spent in meetings with any outside agency or party, such as arbitration.
- 5.07** Along with the monthly remittance, the Company will provide the Union with information relating to the following matters; hiring, discharges, suspensions, written warnings, resignations, retirements and deaths. The Union **President/designate** will be advised of discharges, suspensions, and written warnings at the time of occurrence or as soon as practical after the fact. The Company agrees to provide to the Ontario Council Office a list of current employees including their seniority date and mailing address as shown in Company records each month.
- 5.08** The Company shall provide bulletin board space for the use of the Union at appropriate locations upon which the Union shall have the right to post notices of interest to the Union and the employees, having first obtained the approval of the Production Manager for the posting of such notices. The Union agrees to keep the postings timely.
- 5.09** The Company and Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon any of the employees of the Company by any of its members or representatives either in obtaining new members or persuading any of the employees to participate in its activities and that there will be no solicitation for membership, collection of funds, or other Union activities on the premises of the Company during working hours except as specifically permitted by this Agreement.
- 5.10** The Union agrees that no meeting respecting the Union or its activities

shall be held on the premises of the Company at any time without the prior approval of the Plant Manager or other official so designated by him.

- 5.11 It is agreed that any disciplinary memo which will become part of the employee's work record will be signed by both the employee and his steward. Signing of such memorandums does not constitute an admission of guilt.
- 5.12 The Company shall agree to meet with the Union committee for the purpose of discussing all matters of mutual interest. The Union committee or the Company shall request the meeting in writing with a proposed meeting agenda included. Time spent in the meeting by Union Committee members will be considered time worked.

#### ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties hereto that complaints and grievances of the employees concerning the interpretation or alleged violation of the Agreement be resolved as quickly as possible. Such matters shall be taken up in the following manner and sequence and all decisions arrived at between the Company and the representatives of the Union, or decisions by an arbitrator shall be final and binding upon the Company, the Union, and the employee or employees concerned and shall not be subject to re-opening by any other party except by mutual agreement.

##### Step 1

Within two (2) full working days after an employee received knowledge of facts or alleged facts that may constitute a grievance, the aggrieved employee, together with his steward, if so desired shall present and discuss said grievance with the supervising Assistant Production Manager. Every effort should be extended to resolve the alleged

grievance at this point.

## Step 2

If the grievance is not settled in the above Step 1 proceedings, it shall within two (2) full working days be submitted in writing to the Production Manager by the Chief Steward. The written grievance shall set forth the following:

- (a) The statement of material facts;
- (b) The specific section or sections of the Agreement allegedly violated or misinterpreted;
- (c) The specific adjustment sought.

Upon receipt of such Step 2 grievance, a meeting shall be scheduled by the Production Manager with the employee and the Chief Steward, to be held within three (3) full working days. The Production Manager shall give his answer to the grievance in writing within two (2) full working days of the meeting to the Chief Steward.

## Step 3

If the grievance is not settled in the above Step. 2 proceedings, it may, within two (2) full working days, be submitted in writing to the Human Resources Manager who will schedule a meeting (not to interfere with plant operations) with the Union President and Chief Steward within five (5) full working days. At this stage, a Regional Representative of the Union may be present if requested by either party. The Human Resources Manager will render his decision in writing within two (2) working days following such meeting.

#### Step 4

If the grievance is not settled in the above Step 3 proceedings, the Union through its Regional Representative will contact the General Manager to discuss the situation within 10 working days of the decision made in the above Step 3 proceedings. If the parties do not reach a satisfactory conclusion, the Union may submit the grievance to arbitration by notifying the Company in writing within 30 calendar days of the decision of the General Manager. Failure to do so within 30 calendar days will be considered a settlement and/or abandonment.

- 6.02 Arbitration: When the Union gives written notice for arbitration it will at the same time nominate an arbitrator. Within five (5) full working days thereafter, the Company will nominate an arbitrator. The two (2) arbitrators so nominated shall meet immediately and, if within three (3) full working days they fail to settle the grievance, they shall attempt to select by agreement a chairman for the arbitration board. If they are unable to agree upon such a chairman within a further period of two (2) full working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman. Such chairman shall be selected from other than Civil Service and shall be chosen having regard to his impartiality, his qualifications in interpreting collective bargaining agreements, and his familiarity with industrial relations in a manufacturing environment. No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.
- 6.03 No matter may be submitted to arbitration which has not been properly carried through all previous required steps of the grievance procedure.
- 6.04 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it plus any lost wages for participants testifying upon such respective parties behalf, and the parties will jointly bear the expenses, if any, of the chairman. The arbitration board shall not be authorized to make any decision inconsistent with the provisions of the

Agreement, or to alter, modify or amend any part of this Agreement.

- 6.05 **General:** Any and all limits fixed by this Article may at any time be extended by written agreement between the Company and the Union.
- 6.06 It is agreed that an employee, other than a probationary employee who has been discharged or suspended, may request to consult with his union President/designate for a reasonable period of time prior to leaving the plant premises. Should a grievance be filed, the discussion of same shall commence at Step 2 of the Grievance Procedure.
- 6.07 A grievance arising directly between the Company and the Union, or group of employees in one or more departments may be submitted in writing at Step 2 of the Grievance Procedure.
- 6.08 Grievances not processed by the Union within the time limits specified herein shall be considered to have been settled or abandoned. In the event the Company does not answer a grievance within the time limits specified, the Union must process it to the next step of the Grievance procedure to keep it timely.

#### ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 In view of the orderly procedure for settling grievances, the Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that it will not cause or direct any strike, walkout, or other collective action which will stop, curtail or interfere with work or production. It is understood that any employee or employees taking part in or instigating any such strike or other collective action may be appropriately dealt with by the management under Article 8 of this Agreement. No picket line at or around the Company's plant, established by any other person or organization shall be sanctioned or honoured during the term of this Agreement.

- 7.02 The Union agrees that as a part of the consideration of this Agreement, they will, within twenty-four (24) hours, take steps to end any unauthorized work stoppages, strikes, slowdowns, or suspensions of work, and shall notify their members of such violation of this Agreement, instructing their members to return to work immediately.
- 7.03 The Union agrees that they will not assist employees participating in such unauthorized work stoppages, strikes, slowdowns, or suspensions of work against whatever action the Company may take as a disciplinary measure. This provision does not prevent the Union from utilizing the Grievance Procedure on behalf of an employee who claims that he, in fact, did not participate in such actions. -

#### **ARTICLE 8 - SENIORITY**

- 8.01 Seniority is defined as length of service and shall govern the selection of individuals for promotion, layoff, and recall provided the skill ability and qualifications are relatively equal. In the case of transfer into vacancies, seniority being the determining factor, such affected employee shall be transferred within a sixty (60) day period. Except in circumstances acceptable to the Company, the successful transferee will not be awarded any job transfers until he has attained twelve (12) months on the job. A transfer request will not be valid for thirty (30) days if a request for transfer is already on file for that Department.
- 8.02 New employees will serve a probationary period of sixty (60) days before acquiring seniority rights. Their seniority will then date back to their starting date with the Company. During the probationary period, such employees may be disciplined or discharged by the Company without recourse to the Grievance Procedure. Probationary employees are not eligible for the benefits specified in this Agreement except wages.

- 8.03** It is agreed that when a reduction (lay-off) in the workforce is necessary, no probationary employee will be retained over seniority employees. Seniority shall then be exercised on a plant wide basis for further reduction provided that those employees retained can fill the normal requirements of the job without affecting the efficiency of the Company's operations. If an employee is to be laid off due to lack of skill, ability or experience in the affected area, the employee shall be given two (2) days training on the job to determine if he is capable of filling the normal production requirements of the job.
- 8.04** It is also agreed that return from lay-off will be based upon plant wide seniority provided that those employees recalled can fill the normal requirements of the job without affecting the efficiency of the Company's operations.
- 8.05** The seniority list shall be revised every three (3) months and a copy will be posted on the Union bulletin board. The President of the Union Committee will also receive a copy of the list.
- 8.06** An employee shall lose all seniority if he:
- (a) Voluntarily quits the employ of the Company;
  - (b) Is discharged by the Company for just cause;
  - (c) Fails to report to work within five (5) days after being notified by the Company, by registered post, or fails to advise the Company within two (2) days of receipt of notice of his intention to return;
  - (d) Has been laid off for more than twelve (12) consecutive months;

- (e) Is absent for two (2) consecutive working days and fails to notify the Company of the expected duration and reason for such absence;
- (f) Fails to report for work on the first day following the expiration of an approved leave of absence;

Note:

Exceptions shall be made to subparagraphs c, e and f above in case the employee's absence or failure to report or notify the Company was prevented by causes acceptable to management.

- 8.07** It is the obligation of the employees to keep the company informed of their current address and telephone number. Any employee whose recall notice cannot be delivered by registered post at his last known address shall be removed from the recall list.
- 8.08** When an employee accepts a work assignment outside the bargaining unit, payment of dues and seniority will be suspended. Upon returning to the bargaining unit, dues deductions will commence and seniority will continue to accrue. An associate will be allowed one (1) move outside the bargaining unit per contract. The company will notify the Union of anyone effected by this language.

## ARTICLE 9 - ATTENDANCE AND LEAVES OF ABSENCE

- 9.01** AUTHORIZED ABSENCE is defined as an absence from work because of vacation, temporary lay-off or one of the below described LEAVES OF ABSENCE. UNAUTHORIZED ABSENCE is defined as an absence from work for any other reason than those given in the preceding sentence.

- 9.02** A PERSONAL LEAVE OF ABSENCE may be granted if an employee requests it in writing and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the plant.
- 9.03** A MEDICAL LEAVE OF ABSENCE may be granted to an employee who is unable to work because of sickness or injury (not related to the job) for a specified number of days upon written request by the employee and supported by a physician's statement containing the nature of illness and probable length of incapacitation. Request for medical leave must be made to management before the sixth (6th) consecutive work day of absence for consideration as an Authorized Absence. In order to be reinstated for regular employment after a medical leave an employee must present a physician's release to plant management. Pregnancy Leave of Absence will be granted in accordance with the Ontario Employment Standards Acts and the employee will continue to accrue seniority.
- 9.04** AN INDUSTRIAL INJURY LEAVE OF ABSENCE will be granted for sixty (60) days as needed and substantiated by a doctor's statement which defines the probable length of incapacitation. Leave time will be extended if the employee presents to management a statement from the doctor requiring more time for recovery. The employee can return to work by presenting to management a doctor's release.
- 9.05** A FUNERAL LEAVE OF ABSENCE will be granted for up to three (3) working days with straight time pay in order to arrange for and/or attend the funeral of a member of the employee's immediate family and can so substantiate the fact. Immediate family is defined as children, son-in-law, daughter-in-law, mother, father, brother, sister, spouse, employee's grandparents and spouse's parents. A one (1) day compensated leave will be granted to attend the funeral of the spouse's grandparents, brother-in-law and sister-in-law.

UNCOMPENSATED FUNERAL LEAVE may be granted by management to attend the funeral of other family members.

- 9.06 JURY DUTY: If an employee is called for Jury Duty, the Company will pay the difference between the daily Jury Duty reimbursement and the employee's normal regular pay, for any day the employee would have normally worked. This will be exclusive of any transportation costs. The employee must supply to the Company the necessary documents to verify reimbursements.
- 9.07 Any of the above Leaves of Absence obtained under false pretences shall be sufficient cause for discharge. Any employee on leave of absence who accepts employment from any other employer will be deemed as having voluntarily resigned.
- 9.08 An employee who qualifies for any of the above leaves of absence will continue to accrue his seniority.
- 9.09 If an employee finds that he is unable to report to work he will notify Management of the reason for absence and expected duration before the start of his shift or as soon thereafter as possible, preferably before 9:00 a.m.
- 9.10 An employee suffering an injury arising out of and in the course of his employment who is required to leave the premises, will be paid his regular hourly rate to the end of his shift on the day of such injury.
- 9.11 Upon the employee's return to work from any authorized leave, he shall be returned to a job, at his former rate of pay until such time a vacancy occurs. At that time he shall be offered the opportunity to return to his former job. Section 8.01 will not apply in this situation.
- 9.12 A volunteer firefighter responding to a structure or bush fire and a second page vehicular accident within a reasonable distance from the plant will not be counted absent per the attendance control procedure, nor lose his bonus, if otherwise eligible, if he arranges upon return to work a call from dispatcher followed up with written verification of participation in said activity including the time and date.

**ARTICLE 10 - PROMOTIONS, JOB POSTINGS & TRANSFERS**

**10.01** All vacancies in the utility and group leader jobs shall be posted on the bulletin board. The Company shall have the sole right to determine if a position is to be filled or eliminated. Any employee who has completed his probationary period may make application in writing for such posted job to the appropriate manager within two (2) regular work days of the posting date.

**10.02** Such vacancies shall be filled in accordance with the following factors:

A. Utility and maintenance vacancies:

1. Seniority and
2. Ability and skill to perform the work in a satisfactory and efficient manner.

In the event the Company intends to give consideration in filling the vacancy to an employee who is not the senior employee who made application, the Production Manager shall consult with the Union Committee before the vacancy is filled. Any disagreement with respect to Management's decision will be subject to the qualification test as found in 10.04 below:

B. Group leader vacancies:

1. A proven record of responsibility and apparent qualities of leadership.
2. Seniority will be considered but may not be the determining factor.

Selections as made by the Company in filling such leadership vacancies shall in no way be subject to the Grievance Procedure.

- 10.03 The Company shall have the authority to fill any vacancy under the Temporary Transfer provisions as found hereinafter with any employee during the period of posting and determination of selection. Under this provision, the Company will not be liable for retroactive pay due to a successful bidder.
- 10.04 New employees shall not be hired when there are employees with seniority on lay-off able to perform the job.
- 10.05 An employee who is unable, through injury or illness, to perform his normal duties shall be provided with suitable alternative employment, at the same rate of pay, where such exists, provided that no other employee shall thereby be deprived of his job.
- 10.06 For the purposes of efficient and uninterrupted operation of the plant and to meet temporary production requirements or unforeseen circumstances, the Company shall have the right to transfer any employee to temporary work in other classifications. Any assignments lasting for more than five (5) working days shall carry with it the appropriate pay rate for that classification or the employee's own pay rate if higher than that classification.

Any employee who performs the work of a group leader for a full shift or more will receive the group leader rate of pay. Any employee who is transferred from their work assignment for a full shift or more, and replaced by a utility person for that time, will receive the utility pay rate.

#### ARTICLE 11 - WAGE RATES AND JOB CLASSIFICATIONS

- 11.01 The job classifications and the minimum hourly rates for employees working under the terms of this Agreement shall be shown in Appendix "A" attached hereto, and are hereby made a part of this Agreement.

- 11.02 It is recognized that changing conditions and circumstances such as new methods and technological advancements in machinery may require establishment of new classifications. When a new classification is established during the period of this Agreement, the Company will notify the Union Committee of the new rate and rationale for it and the Union shall have the right to grieve the reasonableness of the new rate.
- 11.03 The establishment of the classifications in the above Sections is for the purpose of pay only and is not to be construed to limit the Company in any way in its right to assign any employee to perform any work in the plant.

#### ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.01 Eight **(8)** hours of work shall constitute a regular work day. Five (5) days shall constitute a regular work week from Monday to Friday inclusive. Said definition of the regular work day and work week is not intended to impose a guarantee by the Company of eight **(8)** hours in any one day or forty (40) hours in any one week. The regular work day must start at any time between 6:00 A.M. and 8:00 A.M. as specifically decided by the Company and so posted on the bulletin board, and will include a thirty (30) minute unpaid lunch period. If any additional shifts are required, the Company and the Union will discuss and agree on the start and finish times. If there is any change in the starting time, the employees shall be given a **thirty-six** hour advance notice.
- 12.02 Two **(2)**ten **(10)** minute rest periods shall be allowed during a work day, the time of which shall be determined by the Company. When a ten **(10)** hour work day is scheduled an additional ten **(10)** minute break period will be granted with the completion of eight **(8)** hours of work.

- 12.03 Employees directed to report for or called back to work and who so report shall receive a minimum of two (2) hours work. An employee shall be considered as having been directed to work if the Company fails to notify the employee not to report either at the end of the previous work day or prior to reporting to work unless lack of work is due to causes beyond the control of management or is an Act of God or labour dispute. If any employee fails to keep the Company informed of his current address or home telephone number (or message telephone number), the Company will not be responsible if a notice fails to get to the employee within the specified time.
- 12.04 Time and one (1 1/2) an employee's straight time hourly rate shall be paid:
- (a) For any time worked over forty (40) hours in any work week.
  - (b) For any time worked after the regular eight (8) hours shift, provided the employee has worked all scheduled hours during the work week.
  - (c) For all time worked on a paid holiday as listed in Article 13.
- 12.05 The Company shall determine when overtime shall be worked and shall have the right to require performance of such work unless the required number of qualified employees in the respective departments are available on a voluntary basis.
- 12.06 The Company will endeavour to assign overtime equally among those employees regularly performing the assigned work.
- 12.07 The Company will give reasonable notice in advance of required overtime. Reasonable notice, as used herein, shall be given by the close of shift for overtime work in excess of eight (8) hours on the following day, by the close of shift Thursday if weekend work is to be

assigned and one week's notice for plant wide extended hours unless the condition requiring overtime arises after such time, in which event the Company shall give as much notice as possible.

- 12.08 Overtime computations shall not be pyramided.
- 12.09 The afternoon shift will receive a premium of fifty five (\$0.55) cents and the night shift will receive a premium of sixty five (\$0.65) cents.

### ARTICLE 13 - PLANT HOLIDAYS

- 13.01 An eligible employee shall be paid eight (8) hours his regular straight time hourly rate for each of the following named holidays when not worked:
  - 1. New Years Day
  - 2. Good Friday
  - 3. Victoria Day
  - 4. Canada Day
  - 5. Civic Holiday
  - 6. Labour Day
  - 7. Thanksgiving Day
  - 8. Remembrance Day
  - 9. Christmas Day
  - 10. Boxing Day
- 13.02 Eligible employees for holiday pay are defined in the "Policy Regarding Eligibility for Plant Holiday Pay" found in the attached Letter of Agreement.
- 13.03 In the event a holiday falls on a Saturday or Sunday, it shall be observed instead either on the Friday or Monday as determined by the Company.
- 13.04 Should any of the above named holidays fall within the vacation period of an employee, he shall be paid as set forth above for such holiday, provided he works his last scheduled work day prior to and his first scheduled work day following his vacation period. Time off for a holiday observed during a vacation period can be arranged with the

Production Manager.

- 13.05 Employees accepting a holiday work assignment and then failing to perform such work shall not receive holiday pay as per 13.01 above.
- 13.06 All eligible employees who work on any of the above listed holidays will receive the pay provided for in this section as with any other eligible employee who did not work such a holiday, and in addition will receive his pay as set forth in Section 12.04 hereof.

#### ARTICLE 14 - PAID VACATIONS

- 14.01 Vacations will be based on the employee's length of continuous employment with the Company and the vacation pay on the total annual earnings of the employee.
- 14.02 Employees with less than five (5) years of service will receive two (2) weeks vacation with pay calculated at four percent (4%). Employees with five (5) years of service will receive three (3) weeks vacation with pay calculated at six percent (6%). Employees with ten (10) years of service will receive three (3) weeks vacation with pay calculated at eight percent (8%). Employees with fifteen (15) years of service will receive four (4) weeks of paid vacation calculated at eight percent (8%).
- 14.03 An employee whose employment with the Company is terminated will be entitled to vacation pay equal to four percent (4%) of his earnings since his hire date (if employed less than one (1) year) or since his last anniversary date (if employed more than one (1) year).
- 14.04 Vacation payment shall be made on the Pay Day next following the employee's anniversary date, or on the Pay Period after the Vacation Day(s), if requested in writing by the first Monday following the vacation, Pay shall be limited to the amount of vacation booked and

actually taken at that time.

- 14.05 In no case shall vacation time be allowed to accumulate from one year to another.
- 14.06 Employees eligible for vacation benefits will be granted such time off by department seniority as so requested in writing, provided such vacation time off does not unduly interfere with the efficient operation of the plant.
- 14.07 With thirty (30) days advance vacation request, approved vacation will not require Saturday work to be eligible for production bonus the preceding week. For vacation purposes, a full week's vacation shall be considered as the length of the scheduled work week.
- 14.08 The Company may shut down the factory one week during the summer vacation time.

The shut down will be identified as early as possible but no later than May first each year. If there is no notice by May first, then there will be no shutdown. All employees eligible for vacation must take vacation during this vacation period. Any remaining vacation due an employee shall be in accordance with section 14.02 above.

If any employees are required to work during the shutdown, it will be done on a voluntary basis if possible. Those having no eligibility for vacation will have the first opportunity to work, provided they have the needed skills and work experience. If additional employees are needed, the most senior employees possessing the skills and experience, will have the opportunity to request the work. If there are an insufficient number of volunteers, the Company will have the right to assign the work to the least senior employees in the department requiring the work. If ten (10) or more employees work during the shutdown, a member of the Union Executive or Chief Steward must be included. If less than ten (10) work, the Union will designate which of the

Executive or Chief Steward will be on call to represent the employees.

#### ARTICLE 15 - SAFETY AND HEALTH

- 15.01 The Company will make all reasonable provisions for the safety and health of its employees during working hours.
- 15.02 The Company will supply employees with protective clothing or special equipment where the use of such clothing or equipment is required by the Company to ensure the employee's safety and/or health. The Company will continue to pay 100% of prescription safety glasses, up to a maximum cost of \$100.00, limited to one (1) pair per year, and will pay up to a maximum of one hundred (\$100.00) dollars towards the purchase of safety footwear, limited to one (1) pair per year.
- 15.03 It is agreed that a joint Management/Union Safety Committee will be established to promote safety in the plant. The Committee will be composed of an equal number from Management and the Union and will meet monthly.
- 15.04 A certified member of the Safety Committee designated by the Union will accompany any Safety or Health inspection tour.
- 15.05 Members of the Safety Committee will be paid at their regular rate of pay, or overtime if applicable, for time lost while attending plant safety meetings, inspections or outside training to be certified.
- 15.06 A member of the Health/Safety Committee will be trained as a certified worker by W.H.S.A.

## ARTICLE 16 - ASSOCIATE BENEFITS

16.01 The Company will provide life, dental, and medical insurance coverage for its employees and their dependents, the premium cost of which shall be paid for by the Company. The specific benefits and eligibility rules of the programs are set forth in the insurance booklets distributed to the employees.

The Company agrees to increase dental coverage to 90% coverage for all three plans.

16.02 The Company will continue will continue to provide the Fleetwood Retirement Plan for its employees as set forth in the retirement plan booklet which is distributed to employees upon eligibility.

16.03 The Company will continue to provide a weekly indemnity for those off the job due to medical reasons. The minimum indemnity rate will be \$300.00/week.

Effective September 25, 2000 benefits will be paid based on 66.67% of earnings from the last twenty (20) weeks worked, up to a maximum of \$429.00.

## ARTICLE 17 - EFFECTIVE DATE AND DURATION OF AGREEMENT

17.01 This Agreement shall become effective on the 23<sup>rd</sup> day of September, 2000, and remains in full force and effect until midnight of the 27<sup>th</sup> day of September, 2003, and shall renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party not more than ninety (90) days but not less than thirty (30) days prior to the expiration date of any annual renewal thereof.

17.02 IN WITNESS WHEREOF the parties have executed this Agreement by their representatives hereunto duly authorized, as of the day and year first above written.

FLEETWOOD CANADA LTD.

Jack Meagher CHRP,  
Director Human Resources, Fleetwood Canada Ltd.

John Moore SPHR,  
Human Resources Manager, Fleetwood Enterprises

Andy Donohue, Director, Production  
Fleetwood Canada Ltd.

UNITE, Ontario Council  
LOCAL 1381

Ken Fairman

Ronald Graham

**ONTARIO COUNCIL OFFICE**

Allan Trewin, Regional Representative

APPENDIX "A"  
WAGES (EFFECTIVE SEPTEMBER 23,2000)

CLASSIFICATION	Start	9th Week	17th Week	After One Year
Assembler, Maintenance and Material Handler	\$11.73	\$12.53	\$13.38	\$13.83
Utility	14.38			
Group Leaders (Maintenance, Material Handling, Production)	15.43			

CLASSIFICATION	Start	9th Week	17th Week	After One Year
		\$12.23		
Assembler, Maintenance and Material Handler	\$12.23	\$13.03	\$13.78	\$14.33
Utility	14.88			
Group Leaders (Maintenance, Material Handling, Production)	15.93			

WAGES (EFFECTIVE SEPTEMBER 23, 2002)

CLASSIFICATION	Start	9th Week	17th Week	After One Year
Assembler, Maintenance and Material Handler	\$12.73	<del>\$12.53</del> 13.53	\$14.28	\$14.83
Utility	15.38			
Group Leaders (Maintenance, Material Handling, Production)	16.43			

It is the Company's intention to continue the Production Bonus Plan, but reserves the right to modify or discontinue the plan after consultation with the Union Committee. Only those claims as to whether an employee was or was not eligible for participation in the plan will be grievable.

## LETTER OF UNDERSTANDING

As a matter of understanding, the following has been agreed to by the Company and the Union:

### PHONE MESSAGES TO EMPLOYEES

#### Emergency:

Office Clerical staff will be instructed to contact either the Production Manager or Assistant Production Manager who will immediately get the employee in emergency situation.

#### Urgent Message:

Will be dealt with in a manner that will enable the employee to respond as soon as possible.

#### Leave of Message:

These messages will be pinned to employee's time card prior to the end of shift.

### EMERGENCY LEAVE

For the duration of this contract, the Company will maintain its existing practice of granting an employee one emergency leave day per year without pay.

An employee, upon reaching five (5) years seniority, will be granted a second emergency leave day per year, without pay.

An employee, upon reaching ten (10) years seniority, will be granted a third emergency leave day per year, without pay.

## MEALS

When an employee works eleven (11) hours or more on a daily basis and does not receive notice prior to their current shift, the Company will provide a meal for the effected employee.

## BENEFITS

### Life Insurance:

The Life Insurance maximum for employee with less than three years of service will be \$10,000 and for employees with more than three years of service will be \$20,000.

The Company will allow employees to purchase on a voluntary basis, at the employee's expense, additional life insurance at Group Rates. Payment may be made through Payroll Deduction.

### Group Medical Insurance

The lifetime maximum medical will be \$30,000.00

### Prescription Drug Program

Employees pay up to the first \$5.00 on each prescription and the Insurance Company is billed for the remainder.

### Benefit Premium

Benefit Premium continuation by the Company for six (6) months after the injury.

AUTHORIZED UNION A' OFF

“Notice Time” for International Conference or Canadian Conference requires one (1) month notice. “Notice Time” for Council meetings requires two (2) weeks notice.

Other Union days covered by 5.02 (d) of this agreement require as much notice as possible, but a minimum of two (2) working days. The exception would be an emergency (ie: contract) in which case the member of the executive would still be required to report to work and inform management.

#### POLICY REGARDING ELIGIBILITY FOR PLANT HOLIDAY PAY

The following principles and interpretation will be applied in determining eligibility for plant holiday pay pursuant to Article 13.02 of the collective agreement.

1. An employee will not be considered to be on the active payroll in the following circumstances:
  - (i) If an employee is on layoff at the time of the holiday;
  - (ii) If the employee is off work collecting WCB benefits at the time of the holiday; or
  - (iii) If the employee is on leave of absence or does not perform work on at least one day in the ten (10) work days before and on at least one (1) day in the ten (10) work days following the plant holiday unless the employee is absent during such period due to vacation, jury duty, bereavement leave or Union leave described in Article 5.02 (d) of the collective agreement.
2. An employee on the active payroll will be excused for his/her absence on the full scheduled work day before and/or on the full scheduled work day after the holiday in the following

circumstances:

- (i) If the employee provides the Company with a doctor's certificate confirming that he/she was unable to work on such day(s) for medical reasons. The doctor's certificate must also confirm that the employee was examined by or communicated with the doctor on the day he/she is claiming illness.

The Company reserves the right to require the doctor to substantiate that opinion at arbitration. The Company also reserves the right to waive the requirement of providing a doctor's certificate at the Company's discretion.

- (ii) If the employee is absent for reasons other than medical reasons in exceptional circumstances at the sole discretion of the Company (ea. house fire).
- (iii) If the employee is on vacation, jury duty, bereavement leave or union leave pursuant to Article 5.02 of the collective agreement.

In all cases of absence on the scheduled work day before and/or the scheduled work day after the holiday, the employee is required to contact management by telephone to advise of his/her absence by 9:00 am on the specified day. Failure to do so will result in the absence not being excused unless such failure to call in is due to circumstances beyond the employee's control.

A volunteer firefighter responding to a structure or bush fire and a second page vehicular accident within a reasonable distance from the plant will not be counted absent per the attendance control procedure if he arranges upon return to work a call from dispatcher followed up

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with written verification of participation in said activity including the date and time.

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