

OSF (BENWIND DIVISION)

USWA, LOCAL 5338

## Article 01 - Purpose

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the **Employer** and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## Article 02 - Recognition

- 2.01** The **Employer** recognizes the Union as the sole and exclusive bargaining agent for all employees working in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor, office and sales staff.
- 2.02** Employees excluded from the bargaining unit shall not perform bargaining unit work, except for the purposes of testing new equipment, training, demonstrations, **and non-production** emergencies, and in urgent situations when qualified bargaining unit employees are not available. The role of supervisory staff shall be to direct the work of the group of employees under their supervision. All processing of products within Benwind facilities shall be performed exclusively by Benwind employees.
- 2.03** Should any of the present operations be moved to a location(s) outside of the boundaries of Metropolitan Toronto, this Agreement shall be extended to a location within **one hundred and sixty (160) kilometres** of the existing plant.
- 2.04** The **Employer** shall not contract out work which the bargaining unit employees are capable of performing where such **outsourcing** in itself would cause a lay-off of bargaining unit employees. During any period when layoffs are in effect, the **Employer** will not, without the agreement of the Union, contract out any work which the Bargaining Unit members on layoff are capable of performing. If the employees on layoff are offered and accept a recall for this work, but then are laid off again within a period of five (5) days, the notice provisions under Article 15.01 of this agreement shall not apply.
- 2.05** The **Employer** shall supply the Union with the names and primary area of responsibility of all supervisors of the bargaining unit **and update this** whenever changes are made. In addition, the **Employer** will post a notice of any newly hired supervisors at the time of hire.
- 2.06** The taking of the annual inventory shall not cause a lay off of bargaining unit employees. **Employer** shall retain the exclusive right to assign bargaining unit employees not involved in the inventory to any available work. Employees assigned to work under this article shall receive their regular wage rate, This article shall not be construed as to affect employees on lay off due to a shortage of work where that layoff took effect more than five (5) working days prior to inventory (i.e. if a layoff is already in effect, there will be no recall for the purposes of performing inventory-related activities).

## Article 03 - No Discrimination

- 3.01** The **Employer**, the Union and the employees shall not practice or condone discrimination based upon race, colour, ancestry, nationality, place of origin, religion, creed, political opinion, gender, sexual orientation, marital or parental status, age, or disability except where a bona fide job or legislated requirement exists.
- 3.02**
- (a) The **Employer** shall maintain a working environment which is free from sexual or racial harassment.
  - (b) For the purposes of this article, sexual harassment includes:
    - (i) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted,
    - (ii) implied or expressed promise of reward for complying with a sexually oriented request,
    - (iii) implied or expressed threat or reprisal (either actual reprisal or denial of opportunity) for refusal to comply with a sexually oriented request,
    - (iv) sexually oriented remarks or behaviour which may create a negative psychological or emotional environment for work, or
    - (v) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation to an employee or group of employees, because of gender or sexual orientation.
  - (c) For the purposes of this article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, or which disrespects or causes humiliation to an employee or group of employees because of race, colour, creed, ancestry, nationality, place of origin, or ethnic background.
  - (d) A bargaining unit employee complaining of sexual or racial harassment involving another bargaining unit employee, may state the facts of the case in writing or verbally to the Union's Harassment Complaints Counsellor (a person designated and trained by the Union to specifically handle sexual and racial harassment complaints and hereinafter referred to as the Counsellor). If the Counsellor determines that the complaint warrants investigation, the counsellor shall contact the Human Resources Department of the **Employer**. Together, they shall agree upon the most appropriate method of investigating the complaint. When deemed appropriate, the Counsellor shall be enabled to investigate the complaint, on the **Employer's** premises, under conditions and time constraints to be mutually agreed upon. The Counsellor shall issue a non-binding recommendation to the **Employer** to resolve the complaint. Notification of the **Employer's** resultant action shall be delivered to the complainant, the respondent and the Counsellor. The Counsellor shall not be a compellable witness at any arbitration proceeding arising from matters dealt with under this Article. All communications shall be treated as confidential.
  - (e) Where an arbitrator concludes that article 3.02 (a) has been breached, the arbitrator may direct that the aggrieved employee not be required to continue to work in proximity to any person found to have engaged in harassment; or that any employee found to have engaged in harassment be reassigned to another department or time of work without regard to the employee's seniority, classification or wage.

- (f) Where an arbitrator finds that sexual or racial harassment has occurred, the arbitrator shall impose a remedy which is designed to affect only the perpetrator, insofar as that is practical, and where there is any detriment to be suffered respecting job classification, seniority, wage rate, etc., such detriment shall fall solely upon the perpetrator and not upon other bargaining unit employees including the aggrieved employee.

**3.03** Discussions will be held from time to time between the **Employer** and the Union to identify and eliminate any potential barriers to employment.

## **Article 04 - Employer Rights**

**4.01** The Union acknowledges that it is the exclusive function of the **Employer** to hire, promote, demote, classify, transfer and suspend employees and also the right of the **Employer** to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that the discharge or discipline has been without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

**4.02** The Union further recognizes the right of the **Employer** to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing, the issuing of job descriptions and the right to decide on the number of employees needed by the **Employer** at any time, the right to use improved machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the **Employer**. The **Employer** also has the right to make, alter from time to time and enforce reasonable rules and regulations to be observed by the employees.

**4.03** Without limiting the generality of the foregoing provisions, breach of any of the plant rules or of any of the provisions of this agreement, shall be sufficient cause for **discipline**.

**4.04** The **Employer** agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.

## **Article 05 - No Strikes or Lockouts**

**5.01** During the life of this collective agreement the **Employer** and the Union agree that there will be no strikes or lockouts. Strikes or lockouts will be as defined under the Ontario Labour Relations Act.

**5.02** When a risk of physical danger exists, bargaining unit members shall not be required to cross a picket line erected by a third party group of workers involved in a labour dispute.

## Article 06 - Union Security

- 6.01** The **Employer** agrees that all employees shall become and remain members of the Union as a condition of their employment, if the employees so desire. In the event an employee does not desire to become or remain a member of the Union, the employee will still have to pay union dues.
- 6.02** The **Employer** shall deduct from the pay of each member of the bargaining unit, weekly, such union dues, fees and assessments as prescribed by the Constitution of the Union.
- 6.03** The **Employer** shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Secretary Treasurer.
- 6.04** (a) The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statement shall also list the names of the employees from whom no deductions have been made and the reasons why. The Union will supply the **Employer** with the necessary Dues Deduction Forms.
- (b) The **Employer** will give the Plant Chairperson a copy of the Union Dues Deduction list.
- 6.05** The Union agrees to indemnify and save the **Employer** harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.
- 6.06** The **Employer** agrees to print on the employees T-4 Slip the amount of Union Dues so deducted.
- 6.07** The **Employer** agrees to deduct from the pay of any employee such amount as may be authorized by him/her, and forward same with the required information to the Cangecco Credit Union. It is further agreed that the **Employer** may limit changes in the amount to be deducted to once every six (6) months for any employee. The **Employer** also agrees to deduct from the pay of any employee such amounts authorized by him/her, and forward same with the required information to the U.S.W.A. District 6 Savings Fund. (This may include payments to the First Ontario Labour Sponsored Investment Plan).
- 6.08** (a) The **Employer** agrees to deduct, on a weekly basis or at an interval agreed to by the **Employer** and the Union, the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for hours worked including paid holidays and, prior to the fifteenth day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers of America, National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise, in writing, both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of the payment, and the names of all employees in the bargaining unit on whose behalf such payment has been made.
- (b) It is understood that participation by any employee in the bargaining unit in the program of deductions set forth in this article, may be discontinued by the employee after receipt by the **Employer** and the Local Union of the employee's written statement of his/her desire to discontinue such deductions from his/her pay.
- (c) The **Employer** agrees to record total deductions paid by each employee on his/her T-4 Statement of

Remuneration Paid.

- 6.09** The **Employer** agrees to set up, maintain and publicize a program of payroll deductions for purchase of Canada Savings Bonds. Any employee who discontinues participation in the course of one year's program, **other than as a result of layoff, or absence due to injury or sickness** may not be permitted to enroll for a subsequent program, at the **Employer's** discretion.
- 6.10** The **Employer** agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 6.11** The Union agrees that, except as provided for in this agreement, there will be no Union activity on the premises of the **Employer** except by agreement with the **Employer**.
- 6.12** The **Employer** agrees to introduce all new employees to the Plant Chairperson or a Shop Steward on the first day of work, either individually or as a group, during the work day. At this time, a member of **Employer** may be present. **At this time the Employer shall provide the new employee with a copy of the Collective Agreement.**
- 6.13** During the first week of hire, the **Employer** shall give the Union the classification, pay rate and date of hire of all new hires. At the same time this information shall be given to the new employee. Thereafter, the **Employer** shall keep the Union informed of any changes in an employee's status, pay rate or classification by providing the Union with copies of the Employee Status Change Notices.
- 6.14** The **Employer** shall provide the Union with a weekly record of hours worked and pay received by each bargaining unit member.

## **Article 07 - Union Representation**

- 7.01** The **Employer** acknowledges the right of the Union to appoint or otherwise select one (1) Union Steward for every thirty (30) bargaining unit employees; one of whom shall be the Plant Chairperson, one of whom shall be a bargaining unit employee working on the afternoon shift, and one of whom shall be a bargaining unit employee working at the warehouse, for the purposes of representing employees in the handling of complaints and grievances.
- 7.02** The **Employer** shall be notified, in writing by the Union, of the names of the Union Stewards. The **Employer** shall not be obligated to recognize Stewards until such time as written notice has been received.
- 7.03** When a Steward is required to leave the work station to perform such functions as are properly provided under the collective agreement, the Steward shall first receive permission from the supervisor (such permission shall not be unreasonably withheld). Both parties recognize that any time required in the performance of these duties will not be excessive.
- 7.04** The **Employer** agrees that Stewards shall not suffer loss of pay for time spent in the handling of complaints and grievances as provided in this collective agreement during regular working hours on the premises of the **Employer**. The **Employer** will make all reasonable efforts to schedule grievance meetings and other **Employer/union** meetings so as to be completed by the end of the shift in which the

meeting is held. When returning to regular duties the Steward shall so notify the Supervisor. If **Employer** requests the union committee members to continue in a meeting beyond the end of the regular shift, or to meet after the regular shift has ended, the union committee members in attendance at the meeting shall be entitled to overtime pay at a rate of time and one half of their regular hourly wage.

- 7.05** To facilitate union-**Employer** communication, the Plant Chairperson shall be assigned to the day shift.
- 7.06** The **Employer** shall provide the Union with access to a desk, a filing cabinet and a telephone for local calls, in a location which ensures reasonable privacy **and where the president of the local is a member of the Benwind bargaining unit this shall be in an enclosed office space.**
- 7.07** As the sole owner of the union label of the United Steelworkers of America, AFL-CIO, CLC, the Union grants the **Employer** the privilege to use the same label on products manufactured by the **Employer**. It shall at no time be used in any manner that will be detrimental to the interests of the U.S.W.A. members upon pain of prompt withdrawal of the privilege of its use. This label may take the form of printed copies, dies, stencils, stamps, or other software based on a master provided free of charge by the union. The privilege herein granted to the **Employer** is not transferable or assignable by the **Employer** without the express prior written consent of the Union.
- 7.08** If an authorized Staff Representative of the Union wishes to talk with a Local Union official or steward employed by the **Employer**, during working hours, the **Employer** shall be advised and shall release the official or steward from work, without loss of regular pay, and permit them to confer privately on the **Employer's** premises for a reasonable period of time.
- 7.09** **Subject to the stipulations of Article 12.04 below the Employer shall not transfer Stewards or Safety Representatives from the location or shift which they represent, unless their skills are temporarily required to fill in for an absent or inexperienced employee. If they successfully apply for a job vacancy at a different location or shift, or apply for a shift change in accordance with the CBA, their union position shall be relinquished.**

## Article 08 - Negotiating Committee

- 8.01** The **Employer** agrees to recognize a Negotiating Committee of not more than **four (4)** employees (one of whom shall be the Plant Chairperson) who shall be regular employees of the **Employer**, along with representatives of the International Union.
- 8.02** The Negotiating Committee is a separate entity from other committees and will deal with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03** The **Employer** agrees to allow members of the negotiating committee time off work without loss of pay on each day the committee meets with members of the **Employer**, or for proof reading of the ratified collective agreement, to a maximum of one (1) day. It is understood that payment will be limited to regularly scheduled working hours of the employees involved, and will be made only to the extent that actual contract negotiations are being carried out between the **Employer** and the Union. In addition, the **Employer** shall allow the committee one day off work with pay for the purpose of preparing proposals for renewal of the collective agreement.

## Article 09 - Grievance Procedure

**9.01** It is the mutual desire of the parties hereto that any complaint or grievance arising between an employee and the **Employer** with respect to the application, interpretation, or alleged violation of this agreement shall be adjusted as quickly as possible.

**9.02** It is generally understood that employees have no grievance until they have first given their immediate supervisor an opportunity to adjust the complaint.

**9.03** If, after registering the **complaint** with the supervisor, such **complaint** is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

### STEP ONE:

The grievance shall be submitted in writing to the Supervisor through the Union. The Supervisor shall meet with the employee's Union Steward within two (2) regular working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Supervisor shall within a further two (2) working days answer the grievance in writing and return it to the Union.

### STEP TWO:

If the decision of the Supervisor is not satisfactory, the grievance may be submitted to the next higher level of **Employer**, who shall, within two (2) regular working days, hold a meeting between the Union Plant Chairperson or Steward and a higher representative of **Employer** in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. **Employer** shall within a further two (2) regular working days give its answer in writing to the Union.

### STEP THREE:

If the grievance remains unsettled at the conclusion of Step Two, it may be submitted to the **Employer**, which shall arrange to hold a meeting within two (2) regular working days between the Union grievance committee (not to exceed three (3) in number, including the Plant Chairperson) and the Vice President, Human Resources or his/her designated representative in a final attempt to resolve the grievance. The grievor and/or the Union's staff representative may be present at this meeting. The **Employer** shall, within two (2) regular working days of this meeting give the decision in writing to the Union.

**9.04** The **Employer** shall not be required to consider any grievance which is not presented within five (5) working days after the grievor first became aware, or should have become aware, of the alleged violation of the agreement.

**9.05** If final settlement of the grievance is not completed within seven (7) regular working days after deliberation has commenced at Step Three and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a sole arbitrator as provided in Article 11 at any time within thirty (30) days thereafter, but not later.

**9.06** Any grievance which is not made known within the time specified in this agreement or which is not processed through to the next step of the grievance procedure or which is not carried through to arbitration within the time specified in the agreement shall be deemed to have been dropped by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration.



- 9.07** The Union or the **Employer** shall have the right to initiate a policy grievance or a grievance of a general nature, regarding the alleged violation of the collective agreement, beginning at Step Two of the Grievance Procedure, and all provisions of the grievance and arbitration Procedures shall apply to such grievances. Such grievances must be submitted within five (5) working days after the incident giving rise to the grievance.
- 9.08** (a) The time allowance provided in this article may be extended by mutual agreement between both parties in writing.
- (b) If the time allowance, or any extension thereof, is not observed by the party who **has allegedly** violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including arbitration.
- 9.09** When two or more employees wish to file a complaint arising from the same alleged violation of this agreement, such grievance may be handled as a group grievance and presented to the **Employer** beginning at Step Two of the grievance procedure. One representative grievor may be present at the grievance meeting.

## **Article 10 - Discharge and Disciplinary Action**

**10.01** A claim by a discharged or suspended employee that the discharge or suspension was without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance Procedure within five (5) working days after the employee receives notice of the discharge or suspension. **The Employer shall investigate and dispose of the matter within five (5) working days, failing which the employee shall be paid from the date of the suspension, provided the employee makes him/herself available for the investigation within the five (5) working day period.**

Such special grievance may be settled by:

- (a) confirming the **Employer**'s action to discharge or suspend the employee; or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits; or
- (c) any other arrangement, except loss of seniority, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.
- 10.02** No warning slip shall be held against the record of any employee for a longer period than twelve (12) months. Copies of written warnings and suspensions will be provided to the Plant Chairperson.
- 10.03** In the event of a disciplinary suspension, the suspension shall be voided after twelve (12) months from the date of issue. The **Employer** shall be disqualified from using all voided warnings and suspensions in the grievance or arbitration procedure.
- 10.04** An employee who has been terminated **has** the right to see a steward for a reasonable period of time before leaving the premises, provided **both are at work at the time**. An employee who has completed the probationary period and who has been terminated while not at work, will be allowed to see a steward, if so desired, for a period of time not to exceed approximately ten (10) minutes at a time arranged by the

**Employer** during working hours. The purpose of this meeting will be to **determine** whether such terminated employee wants to file a grievance. It is understood that if the **Employer** does not fulfil the above requirements, for any reason, such dismissal shall not be deemed to be null and void.

- 10.05** The **Employer** agrees to the concept of progressive discipline through a series of warnings. It is understood that the **Employer** will use such disciplinary action as is warranted by the severity of the action instigating the discipline. All final warnings shall be so indicated and a clear indication shall be given as to the nature of further disciplinary action. **Demotion shall not be used as a form of discipline.**
- 10.06** Employees shall be allowed access to their personnel files, provided that they have permission from their supervisor to visit the Human Resources office and have made an appointment to view the file.
- 10.7** Both the **Employer** and the Union are determined to stamp out all kinds of verbal taunting, harassment, threats and physical confrontations between employees. As such, a “zero tolerance” policy exists.
- 10.8** **If an employee alleged to have committed misconduct is called to give his/her side of the incident during the Employer’s investigation, or for a formal disciplinary meeting, he/she shall be entitled to have a union steward present.**

## **Article 11 - Arbitration**

- 11.01** The Arbitration Procedure incorporated in this Agreement shall be based on the use of a sole arbitrator.
- 11.02** When either party requests that a grievance be submitted to arbitration, such request shall be addressed in writing to the other party of the Agreement within the time limits identified in Article 9.05. Within ten (10) working days thereafter, the parties shall meet to select at random three of the below listed arbitrators. Based on the order selected, the arbitrator shall be approached to see if the grievance can be heard within sixty (60) working days after the grievance has been referred to the arbitrator. If the first arbitrator is unable to do so, the second arbitrator will be approached. If the second arbitrator is unable to do so, the third arbitrator shall be approached.

The arbitrators are as follows:

Brandt, Prof. G. J.  
Brunner, P. J.  
Charney, G.  
Dissanayake, N.  
Devlin, J.  
Kennedy, R.  
Knopf, P.  
McLaren, Prof. R.  
Saltman, M.  
Jolliffe, T.

- 11.03** Except where otherwise provided for in this agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis. In the event that both parties agree to use the services of an independent grievance mediator prior to the arbitration stage, the cost of such mediation services shall be borne equally.

- 11.4** The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.05** The decision of the Arbitrator shall be final and binding on the parties, unless the arbitrator has erred in law.
- 11.06** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 11.07** No person shall be selected as sole arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

## **Article 12 - Seniority**

- 12.01** An employee shall not have any seniority, and shall be considered as a probationary employee until such employee shall have attained seniority status by actually working a total of forty (40) regular scheduled work days. Six (6) hours or more worked on one day shall count as one (1) day's probation; between four (4) and six (6) hours worked shall count as half a day's probation; and less than four (4) hours work performed shall not count towards probation credit. An employee shall not receive probation credit for overtime worked after a regularly scheduled weekday shift, but Saturday, Sunday and Statutory Holiday work shall count towards probation in accordance with the hours performed, as above. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire. Termination of employment of an employee by the **Employer** during the probationary period shall be subject to the grievance or arbitration procedure of this agreement, **except for matters dealing with issues of poor performance, culpable misconduct, attendance and punctuality.**
- 12.02** Seniority shall be on a plant-wide basis and shall mean total length of continuous service in the bargaining unit as defined in Article 2.
- 12.03** Union Stewards will be issued an up-to-date seniority list when requested, with reasonable notice. Such list will contain the employee's name, payroll number, classification, date of hire and wage rate. A copy shall be permanently posted on the plant bulletin board for employee inspection. Not more than two (2) times a year the **Employer** will supply the Union with a computer disk containing the above information plus the addresses of all employees.
- 12.04** All stewards, including the Plant Chairperson plus the Local Union President when an employee of the **Employer**, will be retained in employment without regards to seniority, so long as there is work available that they are qualified and willing to perform. In addition, one health and safety representative shall be entitled to such preferential seniority.
- 12.05** Employees promoted to supervisory or other positions, which disqualify them from being subject to this agreement, shall accumulate seniority for a period of two (2) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the **Employer** during the two (2) month period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the two (2) month period has expired, other than as a new employee.

**12.06** Seniority shall be maintained and accumulated during:

- (a) absence due to lay-off, sickness or accident;
- (b) authorized leave of absence.

**12.07** An employee shall lose seniority standing and shall be deemed to have terminated employment and the employee's name shall be removed from all seniority lists for any one of the following reasons:

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged for just cause and is not reinstated through the grievance procedure;
- (c) if the employee, upon being recalled from lay-off, fails to report to work within five (5) working days after the mailing by priority post of such notice of recall, unless there is a postal stoppage, in which case the **Employer** will notify the employee by telegram or courier. A copy of such notice shall be given to the Union at the same time as it is sent to the employee. It will be the sole responsibility of employees to keep the **Employer** informed of their correct address and phone number at all times and the **Employer** only assumes responsibility for contacting employees at their last address on record.
- (d) if the employee has been on lay-off for lack of work for a period of more than twenty four (24) consecutive months;
- (e) if an employee is absent for three (3) consecutive working days, without notifying the **Employer**, unless the employee furnishes a reasonable explanation for that absence to the **Employer**. (This clause does not apply to employees whose absence is on medical grounds, notification of which is governed by Article 20.06 hereinafter);
- (f) if an employee fails to return to work upon termination of an authorized leave of absence, unless the employee furnishes an explanation reasonable to the **Employer**;
- (g) if an employee accepts gainful employment while on leave of absence, without prior approval of the **Employer**;
- (h) if an employee **retires**.

## Article 13 - Job Posting

**13.01** The parties recognize that job opportunity and security shall increase in proportion to the length of service. It is therefore agreed that in all cases in filling job vacancies, transfers, temporary transfers, lay off, and recall after lay off, senior employees shall be entitled to preference.

**13.02** In recognition, however, of the responsibility of the **Employer** for the operation of the plant, it is understood and agreed that in all cases referred to in Section 13.01, the **Employer** shall have the right to pass over any employee if it is established that the employee does not have the ability, qualifications and physical fitness to perform the work.

**13.03** All new jobs and all vacancies, within the bargaining unit, shall be posted in the plant for three (3)

working days, and employees in the bargaining unit may make application for such jobs. When the application period has expired, the **Employer** will post a list of applicants prior to determining who is successful.

- 13.04** Employees shall be examined in declining seniority order to determine if the employee has the skills, ability, and physical fitness to perform the posted position. It is recognized that trial and orientation on the job is a satisfactory method of establishing this. The **Employer** may override a senior applicant's right to undertake this trial and orientation, but only if, after thorough and fair examination, the applicant is demonstrably unqualified to do so. This examination may include but shall not be limited to practical production tests, interviews, review of personnel records and supervisor's assessment of the employee's prior work performance. Reading, writing and oral English skills shall be tested only to the extent that they are actually required for the performance of the position. **Any test administered to applicants prior to trial and orientation shall be reviewed and discussed with the Joint Job Description Committee.**
- 13.05** All classifications, under this article, shall be subject to a trial and orientation period as shown on the job description and in Schedule "B" of this agreement. During the trial and orientation period, the employee shall demonstrate skills competency to meet the production requirements. If the employee is unable to demonstrate skills competency to meet the production requirements, the employee shall be returned at any time during the trial and orientation period, to the employee's original classification. **Employees shall be informed of any deficiencies in performance and given an opportunity to correct them.**
- 13.06** Should an employee be returned to the original classification during the trial and orientation period, any promotion which occurred as a result of the employee's promotion shall be reversed and all affected employees returned to their original classifications. In this instance only, all other seniority provisions of this agreement are superseded. Any employees, returned to the original classification due to this article, who have successfully passed their own trial and orientation period, shall have a notification placed in their personnel file indicating that they are qualified for the position. Should the said employees subsequently be re-promoted to the position for which they have previously qualified, they shall not be subject to a trial and orientation period.
- 13.07** An employee selected on this basis, or who declines the position either during or after the trial and orientation period, will not be eligible to be promoted to another job for a period of six (6) months from the date of acceptance of the original promotion unless no other qualified employee has applied for the latter vacancy. **If an employee fails to complete a trial and orientation period, or fails a prior test, he/she cannot undertake another trial or test for that same classification for a further six (6) months.**
- 13.08** The **Employer** will select the successful applicant to a job posting within ten (10) working days following the expiration of the posting period. The **Employer** will post the name of the successful applicant to a job posting within a week of the selection of the successful applicant. If the posted position is cancelled or there are no qualified applicants for the job posting, the **Employer** will post a notice indicating this. Only once it has been determined that there are no qualified bargaining unit applicants may the **Employer** hire from outside the bargaining unit
- 13.09** If an employee is assigned to one shift and a permanent job vacancy occurs in his /her classification on another shift, the employee may transfer to that shift in accordance with seniority. A new job posting shall then be made for the vacant shift. The transfer will not occur until the new posting has been filled.
- 13.10** **Whenever (a) an employee is awarded a posted position which is temporarily vacant or provisionally awarded due to the promotion or absence of another employee.**

- and** (b) the other employee returns to that position due to Article 12.05 (return to bargaining unit), Articles 13.05-13.06 (trial and orientation), Article 16.08-16.09 (maternity or parental leave) or Article 14.02 (vacation, personal leave, sickness, injury)
- then** (c) the Employer may opt to “bump back” the interim replacement to his/her previous classification regardless of plant-wide seniority.

## Article 14 - Temporary Transfer

- 14.01** When employees are temporarily transferred to a higher paying job classification than their own, they shall continue to receive the pay for their own job classification unless such transfer continues for one (1) full shift. If a specific transfer continues for one (1) full shift the employee shall be paid at the higher rate for each full hour worked in the higher paying job classification. When employees are temporary transferred to a lower paying position, their rate shall not be thereby reduced.
- 14.02** A temporary transfer is defined as a transfer that is not expected to exceed thirty (30) continuous working days. When this maximum period is expected to be exceeded, a job vacancy shall be posted. It is understood that if a transfer is expected to exceed thirty (30) continuous working days because of an employee's absence, a temporary job vacancy will be posted. When the absent employee returns to active work, the appointee to the temporary vacancy may, at the **Employer's** discretion, be returned to his/her previous classification and duties. If the absent employee quits, retires, is terminated, or if the Employer decides not to bump back, the incumbent of the temporary position shall be deemed the incumbent of a permanent position, without need for a new posting
- 14.03** A list of all temporary transfers where an employee receives a higher rate of pay in the previous week shall be given to the Plant Chairperson.

## Article 15 - Layoff Procedure

- 15.01** In the event of a lay-off due to lack of work which is expected to last ten (10) working days or less, the **Employer** will give two (2) regular working days notice. In the event of a lay-off due to lack of work which is expected to last more than ten (10) working days, the **Employer** will give five (5) regular working days notice. These provisions will not apply in the case of failure of utilities, sabotage, natural disasters or emergencies.
- 15.02** Where it becomes necessary for the **Employer** to reduce the work force, the following steps shall occur:
- (a) The Union shall be informed prior to any layoff and the Plant Chairperson or designee shall assist the **Employer** in the bumping procedures.
  - (b) All probationary employees shall be terminated prior to the layoff of any employees that have seniority under this agreement.
  - (c) The **Employer** shall post a notice declaring a surplus of employees within a specific classification or classifications and shall post the names of the most junior employees

within the classification or classifications as the employees to be laid off. An up-to-date seniority list of all bargaining unit employees shall also be posted at this time.

- (d) An employee exempted from layoff because of the classification held by that employee shall not subsequently perform the work of a classification from which employees with more seniority have been laid off.
- (e) An employee displaced by the provisions of 15.02 (c) may exercise plant wide seniority and bump any employee with less seniority in a job classification that is equal to or lower paid than the displaced employee currently holds, and which the employee is capable of performing, without training, within a five (5) day trial period. Where the employee bumps into a classification which has a trial and orientation period greater than five (5) days (as per Schedule "B"), the employee must have had previous experience within the classification with the **Employer** and shall not receive the trial period but, instead, will be expected to successfully perform the job duties immediately. An employee is only allowed one bump, unless the employee is subsequently displaced by another bump. Such employee who elects to bump shall receive the rate of pay for the classification bumped into on the date that the employee is actually moved into the classification.
- (f) An employee, notified of being declared surplus, shall have the right to consult with a Union Steward prior to any decision to bump. Notification of election to exercise bumping rights shall be in writing to the **Employer** on the appropriate form, as promptly as possible, but within twenty four (24) hours. An employee who is bumped may, in turn, have the right to bump another employee with less seniority under the provisions of this article.
- (g) The Plant Chairperson shall be given a copy of any lay-off notice, written notification of all bumping which has taken place, and at the same time, an up-to-date seniority list.
- (h) Employees absent on maternity or parental leave at the time of layoff shall not be deemed laid off until they notify the Employer of their intention to return to work. Similarly, employees absent on WSIB or WI shall not be deemed laid off until they have been certified fit to return to work, but shall receive notice of impending layoff.**
- (i) Employees on leave of absence at time of layoff, for reasons other than above, shall be issued a layoff notice in accordance with 15.01; any bumping rights they have must be exercised within 24 hours of their approved return from leave.**

### 15.03

- (a) An employee who has bumped into another job classification shall have the first opportunity to return to the job classification from which the employee was originally bumped, when a vacancy occurs within that classification, and also first opportunity for any temporary transfer in that classification.
- (b) While an employee is laid off from a particular classification, temporary transfer for the work of that classification shall not be offered to other employees retained at work without prior consultation with the Union.

### 15.04 **When the Employer decides to call laid off employees back to work, the following steps shall occur:**

- (a) Recalls shall be in order of seniority. An employee shall be offered recall to the first vacant job which the employee is qualified to perform. Recall to a lower paying classification may be refused without loss of seniority rights; however, the **Employer** shall not recall the employee to any classification that the employee has refused recall to.

- (b) Employees may decline recall to their own classification because of the shift offered, but only so long as junior employees in that classification are available for recall instead. Any employee who declines recall on this basis forfeits any right to future offers of recall to the refused shift. If no junior employee remains on lay-off, the employee must accept recall.**
- (c) Employees who are sick, certified by a medical practitioner, at a time when they are entitled to recall seniority, shall be issued a notice of impending recall. Once they are certified fit to return to work they will become eligible for the next recall, based on seniority. However, such an employee shall not be subject to termination under 12.07 (d) for the duration of the lay-off. In the case of employees who are on Maternity/Parental leave this recall shall become effective once they are certified fit to return to work, and give due notice of their intention to return from Maternity/Parental leave.**
- (d) Laid off employees who expect to be away from their residence for a period of five days or more, shall indicate in writing that they are unavailable for recall and the dates. If a recall occurs in the meantime, they shall be passed over but still retain seniority rights, which they may exercise at the time of the next recall. Employees shall not exercise this option more than once per layoff and the leave shall not extend beyond three months from the date they were unavailable for recall.**

## **Article 16 - Leave of Absence**

- 16.01** The **Employer** shall grant an employee a reasonable leave of absence without pay for a legitimate personal reason, provided that such leave does not interfere with the operation of the plant, except in a legitimate verifiable emergency situation when reasonable leave shall be granted. The employees agree they will not exercise an emergency leave in an unreasonable manner.
- 16.02** An employee requesting a leave of absence shall make such request in writing to the **Employer**, on the appropriate form. The **Employer** shall signify that it grants or denies the leave of absence in writing on the form and shall return a copy to the employee, within one week of the date that the employee submitted the request or earlier in an emergency situation.
- 16.03** Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted a leave of absence by the **Employer** up to a maximum of forty (40) days per year. The Union will notify the **Employer** in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period. No more than four (4) employees will normally be involved in each request. Approval of any more employees shall be granted provided the leave does not interfere with production needs as determined by the **Employer**.
- 16.04** The **Employer** shall notify the Local Union Steward or President of any leave of absence granted pursuant to this Article.
- 16.05** The **Employer** agrees to continue the pay of any employee absent from work on Union business, and the Union shall reimburse the **Employer** for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.



- 16.06** The **Employer** will grant leaves of absence with pay up to a combined total of **fifteen (15)** days per contract year for employees who, upon written request of the union, attend union classes and training programs approved by the **Employer**.
- 16.07** The **Employer** agrees to grant an employee leave of absence without pay and benefits for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. In the event the employee wishes benefits, the employee will be entitled to all benefits, with the exception of weekly indemnity benefits, provided the employee pays the premiums as they become due.
- 16.08** Female employees shall be granted leave of absence without pay for pregnancy. Such leave shall commence at the employee's discretion, but no earlier than eleven (11) weeks before the expected birth date, and it shall end at the employee's discretion (subject to medical clearance) no more than seventeen (17) weeks after it began. The employee shall give the **Employer** two weeks written notice prior to commencing a leave of absence for pregnancy and a certificate from a legally qualified medical practitioner stating the expected birth date.
- 16.09** The **Employer** shall grant a leave of absence without pay for 18 weeks or less (at the discretion of the employee) for the purposes of Parental leave following the birth or adoption of a child (children). The employee must provide the **Employer** with documented proof of the birth or adoption, two weeks notice in writing of the date of the leave and, if the leave will be less than 18 weeks in duration, four weeks notice of the return to work. The only exception to this would be if an adopted child came into custody sooner than expected and then the two weeks written notice could be waived. If the employee wishes to alter the date of the leave or the return to work, the same periods of written notice will be required. This leave is subject to the following conditions:
- (a) An employee must have been employed with the **Employer** for no less than 13 weeks in order to qualify for this leave.
  - (b) Parental leave may begin not more than 35 weeks after the day the child (children) is born or adopted or comes into the custody, care and control of the parent. If the employee has taken pregnancy leave it must begin immediately following this leave, provided that the child (children) has come into the custody, care and control of the parent.
  - (c) During the leave, the employees will continue to participate in all benefits related to their employment unless they elect in writing not to do so.
  - (d) Seniority continues to accrue during this leave and the **Employer** shall reinstate the employee when the leave ends to the position most recently held if the position still exists, or to a comparable one if it does not, under the guidelines of seniority as outlined in this agreement. The wages will be the same as the employees would have been earning if they had worked throughout the leave.
  - (e) The **Employer** shall not intimidate, discipline, suspend, lay off, dismiss or impose penalty on any employee because of the employee's request to take advantage of this leave.
- 16.10** The **Employer's** payments toward all group insurance benefits will be **continued for a period of three months following the month of the commencement of the unpaid leave of absence**; except in the case of pregnancy or parental leave when entitlement to benefits (except weekly indemnity) shall continue. They will be reinstated upon the return of the employee to full-time duty.

## Article 17 - Bulletin Board

- 17.01** The **Employer** agrees to provide two (2) Bulletin Boards in areas accessible to employees in the plant for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and must be in keeping with the spirit and intent of this agreement. The **Employer** reserves the right to remove any posting and immediately meet with the Plant Chairperson or designate to discuss the appropriateness of such a posting.

## Article 18 - Reporting and Call-in Pay

- 18.01** Employees reporting for work as usual on a regular working day or requested overtime shift, unless notified by the previous day not to report, and for whom no work at their regular job is available, shall be offered four (4) hours employment in other work at the employee's current rate of wages, or, at the **Employer's** option, will be paid for four (4) hours pay in lieu of work. This provision will not apply in the case of failure of utilities, sabotage, natural disasters or emergencies.
- 18.02** Any employee who has completed the regular shift and leaves the plant and is then recalled to work, shall receive a minimum of four (4) hours pay at the employee's regular straight time rate.

## Article 19 – Outside Assignments

- 19.01** If any employees in an emergency situation not related to a work stoppage are ordered to perform work in another location not covered by this collective agreement, it is understood that the Union shall be notified and that the employees have the right to refuse such an outside assignment. If the assignment is accepted, all terms and conditions of this agreement shall apply.
- 19.02** Whenever employees are requested to use their personal automobile for transport on the **Employer's** business, the employees shall be reimbursed at the rate of twenty four (24) cents per kilometre.
- 19.03** All employees required to perform work for the **Employer** outside of the Metropolitan Toronto area, shall have all transportation and reasonable living expenses incurred paid by the **Employer**. This shall be limited to reasonable and customary meal expenses (supported by receipts) and the actual cost of room accommodation and transportation approved by the **Employer**.
- 19.04** The **Employer** agrees to pay (at straight time rates) for all actual time spent on any day travelling to and from any job outside the Metropolitan Toronto area. This travelling time pay shall not exceed eight (8) hours in any twenty-four (24) hour period

## Article 20 - Incapacitated Employees

- 20.01** In the event that an employee is injured in the performance of work associated duties, such employee shall, to the extent that the employee is required to stop work and receive treatment, be paid all lost wages for the time necessarily away from work up to a maximum of the remainder of the employee's regular shift. If it is necessary, the **Employer** will provide or arrange for suitable transportation for the employee to the hospital and back to the plant or to the employee's home, at the **Employer's** option.
- 20.02** In the event that an employee is injured in the performance of his/her duties and becomes physically incapacitated as a result thereof, or in the event that an employee becomes affected by an occupational disease during the course of his/her employment and becomes physically incapacitated as a result thereof, or in the event that an employee suffers from a physical disability that is not work related, the **Employer** will attempt to provide the incapacitated employee with such suitable employment as is available. It is understood that in order to benefit from this clause, an employee whose incapacity is not work related shall be solely responsible to provide full medical information pertaining to the incapacity from the treating physician to the **Employer**.
- 20.03** The **Employer** and the Union agree to continue a Joint Modified Work Committee for the purpose of studying all opportunities for modifying existing jobs or supplying light duties to employees in order to assist them in returning to work from an illness or injury. The committee shall be comprised of two (2) members from the union and two (2) members of the **Employer** and shall work with and receive advice from the **Employer** medical staff. The committee shall be empowered to examine the scope and parameters of a program and develop, implement and monitor this program.
- 20.04** Accommodation shall be guided by the following principles:
- [a] The **Employer** shall first seek ways of modifying the employee's existing job to accommodate the employee's disability.
  - [b] If the Joint Committee agrees that it is physically or technically impossible, or financially prohibitive, to modify the employee's job, the employee shall be offered an alternative job or modified alternative job within the bargaining unit considered suitable by the committee.
  - [c] If the joint committee agrees that reduced hours in a work hardening program are in the best interests of the employee, the **Employer** shall accommodate this wherever possible, and provide a letter to the employee, with a copy to the Joint Committee, outlining the return to work guidelines. Under such a program, the **Employer** will arrange for the payment of a full regular shift when the employee works all the modified hours scheduled; otherwise, the employee will receive pay only for the hours actually worked.
- 20.05** An employee's reinstatement after sick leave shall be conditional on the employee supplying when requested, a certificate from a physician that the employee is sufficiently recovered from a sickness which caused the absence and is fit to perform the work to which the employee is returning.
- 20.06** Employees absent on Weekly Indemnity or Workers' Compensation shall supply the **Employer** with a written certificate of incapacity from their treating physician within one week of their initial absence, but shall inform the **Employer** by telephone within the first three (3) days of the absence. If this information is not promptly forthcoming, the **Employer** shall send a Priority Post letter to the employee's address on record stating that failure to provide such information within three (3) working days of the letter's mailing will entail immediate disciplinary action up to and including dismissal.
- 20.07** An incapacitated employee, if otherwise eligible under the collective agreement, shall be given the opportunity to apply for and fill any posted job vacancies, provided that medical restrictions allow the employee to perform all the essential duties of the job. However, the layoff and recall provisions of the

collective agreement shall apply in the same manner as if the person had not been incapacitated, **subject to 15.02(h) and 15.07(c) above.**

- 20.08** The **Employer** agrees that there will be no reduction in any employment benefit due to hours absent because of sickness or injury which the WCB (or its successors) determines has arisen out of or in the course of the employee's employment, including but not limited to pension credits or medical/dental coverage but not including Weekly Indemnity or other sick leave benefits.
- 20.9** The cost of any medical report, certificate or document, which an employee has been required or specifically asked to obtain by the **Employer**, shall be reimbursed or entirely paid by the **Employer**.
- 20.10** **The Company Doctor is available for consultation by employees during working hours. However, use of his/her services is voluntary, and no disciplinary action shall be taken against employees who decline to see him/her**

## **Article 21 - Jury Duty**

- 21.01** Any employee who is required to serve on a jury or who is subpoenaed as a Crown Witness to appear in court, shall be paid the difference between the amount paid to the employee for such services and the employee's current hourly rate for the time lost from regularly scheduled work by reason of such service subject to the following provisions:
- (a) employees must notify their supervisor one week prior to the scheduled appearance for jury duty or Crown Witness duty;
  - (b) any employee called for jury duty or Crown Witness duty and who is temporarily excused from attendance at court must report to work if a period of time remains to be worked on the employees shift;
  - (c) in order to be eligible for such payments, an employee must furnish a written statement from the appropriate public official showing the date and the time worked and the amount of pay received;
  - (d) Coroners Inquest only with regard to an accident in the plant.
- 21.02** Employees who meet the provisions of 21.01 will continue to receive their regular full shift pay from the **Employer** during this time period, and in return will sign back the pay cheques received from the Court.

## **Article 22 - Safety and Health**

- 22.01** The **Employer** and the Union acknowledge their common concern for maintaining a healthy and safe working environment. In order to effect a thoroughly understood and accepted Health and Safety Program for employees at work, it is agreed that joint and creative methods should be encouraged. To this end a joint Health and Safety Committee will be established consisting of at least three (3) members elected or appointed by the Union and at least three (3) members appointed by the **Employer**. The

**Employer** and the Union will each designate one member as Co-Chairperson of the Committee.

**22.02** The **Employer** will continue to make rules and provisions for the Health and Safety of its employees and will continue its existing safety devices and practices for the purpose of protecting employees from injury, accident and unhealthy conditions subject to such improvements or changes as may be introduced by the **Employer** from time to time. The Union agrees to co-operate with the **Employer**'s efforts to ensure compliance. In making any changes affecting any employee with respect to the Health and Safety program, or a personal protective program, it is the intention of the **Employer** to discuss such changes prior to their introduction at a meeting of the joint Health and Safety Committee.

**22.03** The **Employer** and the Union agree to co-operate fully in developing and maintaining a strong sense of safety awareness among employees. In this connection, it is recognized that every employee has the right and the duty to report unsafe conditions and practices to the immediate supervisor without prejudice and/or fear of reprisal.

**22.04** The Joint Health and Safety Committee will:

- (a) Schedule a regular monthly meeting for the purposes of reviewing the on-going Health and Safety Program of the **Employer**, exchanging and discussing health and safety information and considering specific health and safety problems within the **Employer**. The Committee may make recommendations concerning matters discussed to the **Employer**.
- (b) Designate one member selected by and from the Union, and one member selected by and from the **Employer**, to form an inspection team. This inspection team will conduct a monthly safety inspection at a mutually agreed time. As far as is practical, the monthly safety inspection will immediately precede the monthly committee meeting. The findings and recommendations of the inspection team will be reported at this meeting.
- (c) Designate one Union member from the Committee, selected by the Union to accompany a Ministry of Labour official (subject to the official's consent), during an official inspection tour. Should any or all of the present responsibilities of the Ministry of Labour be transferred to any other government agency, then the representative of such agency will be recognized. Such member will be given a leave of absence with pay for the time taken for the tour.
- (d) Designate one member selected by and from the Union, and one member selected by and from the **Employer**, to form an accident investigation team. They will investigate promptly all critical injuries and unsafe conditions or practices which may be reported. Such investigations will include accidents which might have caused a critical injury to an employee, whether or not such injury occurred.
- (e) Consider and exchange published material pertaining to potentially hazardous materials and/or substances.
- (f) Review and discuss the performance of and changes in the Health and Safety program and in personal protective equipment programs and make recommendations concerning such matters to the **Employer**.
- (g) When mutually agreeable, for the purpose of clearing up misunderstandings on matters of Health and Safety, inspection trips will be arranged to view the operation or area under discussion.

- (h) Review, assist in the development and monitor the effectiveness of health and safety training programmes for employees.
- (i) Review and monitor the effectiveness of first aid training of designated employees, to ensure adequate coverage at each **Employer** location and on each shift.

- 22.05** The **Employer** will provide the Union Health and Safety Committee with a report on the status of matters referred to in (f) above, at the next regular committee meeting.
- 22.06** The **Employer** will use its best efforts to provide minutes of the joint Health and Safety Committee meetings, within five (5) regular working days following such meetings. Copies of such minutes will be provided to committee members. At following meetings discussion of the minutes will normally be the first order of business.
- 22.07** The **Employer** will provide the Joint Health and Safety Committee once a month with a monthly summary of injuries and copies of WCB Form 7s for review and discussion by the Committee. The **Employer** will also provide a list of employees who the **Employer** is aware have applied for Workers' Compensation benefits for occupational illness and/or disease, indicating which claims the **Employer** has questioned.
- 22.08** All employees are required to wear safety shoes, and upon completion of their probationary period, the **Employer** will contribute up to **ninety dollars (\$90) the first year and up to ninety-five dollars (\$95) the second year** toward the purchase of safety shoes. The employee will be required to submit a receipt indicating that safety shoes were purchased.
- 22.09** The **Employer** will provide those employees who require safety glasses for work and who wear prescription glasses, with prescription safety glasses not more often than once every two (2) years. **These will be of a standard determined by the Employer. Employees who prefer to purchase prescription safety glasses from an independent supplies will be reimbursed up to ninety dollars (\$90) single vision or one hundred and fifteen dollars (\$115) bifocal once every two years. A receipt shall be submitted to the Employer showing that CSA approved safety glasses were purchased. In order for an employee to claim for repair or replacement of prescription safety glasses due to breakage or serious scratching, the employee must file an accident report and provide the damaged pair of glasses to the Human Resources office.**
- 22.10** The **Employer** shall furnish such other protective devices, safety apparel and equipment as the **Employer** determines necessary to protect employees from injury due to accident or health hazard. Initial and replacement issuances will be made at no cost to the employee, when such replacements are necessary because of normal wear and tear and the worn or broken item is returned to the **Employer**. Reasonable provisions shall be made by the **Employer** for the cleaning and maintenance of such protective devices and safety apparel and equipment.
- 22.11** Newly hired employees will be trained and instructed on all health and safety matters relating to the job and the responsibility of the employee, the Supervisor and fellow employees. Such training and instruction shall include, but shall not be limited to, the work place hazardous materials information system programme then being provided to the employee. All employees in departments whose operations have been identified as particularly hazardous shall receive training in safe operating procedures. Safety training will be provided to all employees to instruct and inform them of changes in regulations or the introduction of new hazards or new safety techniques in the workplace.

**22.12** Employees have the right to refuse work that is unsafe or hazardous to their health. If an employee refuses work on these grounds, the supervisor shall immediately call in the designated certified health and safety representatives from the management and union (or, in the absences of one or both of them, another representative from each side of the joint health and safety committee) to investigate the hazard complained of. At this time, the work in question shall be suspended, and alternate work shall be found for the complainant(s) during the regular shift. If the two representatives agree that the work is unsafe or hazardous, it shall not be performed until the situation has been rectified. If they disagree between themselves, or if they both conclude that the work (with or without modification) is not in fact unsafe, the employee retains the right to request an investigation by a Ministry of Labour Inspector, pending which the employee shall be assigned to alternate work.

**22.13** All members of the Joint Health and Safety Committees shall be given certification training, according to Ministry of Labour specifications, at no wage loss.

## **Article 23 - Paid Holidays**

**23.01** The following shall be recognized as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by the number of hours the employee would normally have worked on such day, exclusive of shift premium:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Day before Christmas  
Christmas Day  
Boxing Day  
Floating Holiday(to be observed during Christmas Holiday)  
New Year's Eve Day

or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions. The **Employer** and the Union shall meet at least three(3) months prior to any statutory holiday for which one party would like to change the date of observance, to determine whether such a change is agreeable to the other party.

**23.02** An employee will be paid for a holiday provided the employee:

- (a) works the last full scheduled shift immediately preceding and the first full scheduled shift immediately following the holiday unless permission to leave early or return late is asked for and granted beforehand. However, an employee shall not lose the holiday if absent on either or both qualifying days because of non-occupational illness which is verified by a certificate signed by a duly recognized medical doctor provided the employee works within three (3) **regular working** days prior to or after the holiday. In addition, anyone on an approved leave of absence will not lose the holiday pay provided the employee worked three (3) days before or after the holiday. **Any employee who is laid off after December 15 in the current year shall receive the six (6) paid holidays for the subsequent**

**Christmas/New Year period.**

- (b) is on the active payroll of the **Employer** and not on Workers Compensation or lay-off;
- (c) has completed the probationary period specified in this agreement.

**23.03** If any employee works on any of the said holidays, such employee shall be paid for all hours worked on the holiday at two times (2) the employee's regular straight time hourly rate of pay in addition to the holiday pay as herein provided for.

**23.04** If any of the above holidays fall or are observed during an employee's vacation, the employee shall receive pay for that day, at the regular straight time hourly rate and shall not lose vacation entitlement for that day.

**23.05** Any employees, qualified under 23.02, who are absent during a holiday period for medical reasons and who apply for Weekly Indemnity, shall be paid the difference between their Weekly Indemnity benefit and the normal holiday pay.

## **Article 24 - Vacations and Vacation Pay**

**24.01** An employee who on the 1st day of July in each year, has:

- (a) completed the probationary period but less than one (1) year of continuous service with the **Employer**, shall receive one (1) day of vacation for each complete month of service up to a maximum of ten (10) days vacation with pay equal to 4% of the amount of the employee's total pay in the period.
- (b) one (1) year or more of continuous service with the **Employer** but less than five (5) years of continuous service, shall receive two (2) weeks vacation per year with pay equal to 4% of the amount of the employee's total pay in the previous year.
- (c) five (5) years or more of continuous service with the **Employer** shall receive three (3) weeks vacation per year with pay equal to 6% of the amount of the employee's total pay in the previous year.
- (d) ten (10) years or more continuous service with the **Employer** shall receive four (4) weeks vacation per year with pay equal to 8% of the amount of the employee's total pay in the previous year.
- (e) eighteen (18) years or more continuous service with the **Employer** shall receive five (5) weeks vacation with pay equal to 10% of the amount of the employee's total pay for the previous year.

**24.2** The standard vacation year shall be from July 1st of one year to June 30th of the following year. Gross earnings include any vacation pay paid out between July 1st of the previous year and June 30th of the following year.

**24.03** **A minimum of two (2) weeks vacation must be taken by all employees in a vacation year. Employees whose entitlement is above two (2) weeks may elect to waive their additional vacation. On June 30<sup>th</sup>, the end of the vacation year, any outstanding vacation days will be deemed to be**



**waived. For Employees who wish to extend their vacation period, the Employer is prepared to grant an employee a maximum of four (4) weeks Leave of Absence. The employee must request this additional Leave of Absence for the purpose of extending their vacation at the time they select their mandatory vacation.**

**24.4 All employees entitled to vacation pay shall be paid their vacation pay during the third full week in July, however the Employer will endeavour to process the vacation pay earlier where administration and time constraints allow. This payment is deemed to cover all vacation time off work to be taken in the coming July-June year. At this time, all employees shall be given a written statement outlining the period of time and amount of wages on which the vacation pay has been calculated, any deduction from vacation pay, and net amount pay.**

**24.05** Any employee who is hospitalized in Canada because of sickness or accident while on scheduled vacation will be considered as being on sick leave during the period of such illness, provided that documentation satisfactory to the **Employer** is submitted when requested by the **Employer**. Any unused vacation time may be re-scheduled at a future date mutually agreeable to the employee and the **Employer**.

**24.06** Requested vacation dates for the coming vacation year shall be submitted in writing on the standard form to the employee's supervisor, who shall forward it to Human Resources. **If submitted by May 15 all requests for leave of absence under Article 24.03, and/or vacation will be processed in accordance with bargaining unit seniority, respecting anticipated staffing requirements within each department.** In case of scheduling conflicts or difficulties, every reasonable effort will be made to discuss possible date adjustments with the employee(s) involved. Requests submitted after May 15th will be processed on an "as received" basis and should be made at least four (4) weeks prior to the first vacation date proposed.

## **Article 25 – Wages, Job Descriptions and New Classifications**

**25.01** Employees shall be classified and paid in accordance to Schedule "A" which forms part of this Collective Agreement.

**25.02** Payment of Wages - All employees shall be paid weekly by direct deposit to their bank account on Thursdays. Employees shall be given a detailed record of this payment by the end of their Thursday shift. The pay week runs from the Monday to Sunday prior to pay day.

**25.03** The **Employer** and the Union shall continue to participate in a Joint Job Description Committee consisting of two (2) members of the **Employer** and two (2) members from the union for reviewing all job descriptions for the classifications listed in Schedule "A" and any new job descriptions. Job descriptions shall be reviewed annually, if necessary, to ensure accuracy.

**25.04** (i) New Jobs - Should any new job classifications be established by the **Employer**, within the bargaining unit, during the life of this Agreement, the **Employer** will notify the Joint Job Description Committee of the new job classification, provide a job description and a recommended wage rate for such classification. Within a period of five (5) days from the date of notice, a meeting will take place with the Joint Job Description Committee, where the proposed job description and wage rate shall be

discussed. The finalized content of the job description may or may not include the recommendations from the committee. The length of the trial and orientation period shall be mutually agreed to by both sides of the committee.

(ii) **If the Employer and the Union are unable to agree on the wage rate for a new job classification, a temporary rate shall be assigned by the Employer and the disputed wage rate will be treated as a grievance and shall be filed at the arbitration step of the Grievance Procedure. If the matter is referred to arbitration, the sole arbitrator shall only have the right to establish the new wage rate by comparing the new job classification and description with existing wage rates of the other job classifications established in this Agreement. It is understood that the new wage rate will be paid retroactive to the date an employee was transferred to the new job classification. Prior to the commencement of the new job, the parties shall agree on the start date, which shall be noted on an Employee Status Change Notice (ESCN), signed by both parties and placed in the employee's Human Resources file. However, the parties agree that every effort shall be made to complete this process prior to the posting of the job and the commencement of production.**

**25.05** Technological Change - The parties to this agreement recognize that changes in equipment and subsequently in methods and processes of operation are desirable in improving the quality of the product and the competitiveness of the **Employer** and shall therefore be encouraged. It is also recognized that technological changes of this type can have significant impact on employees. Therefore in an instance where the **Employer** plans to introduce new equipment or to modify existing equipment or layout(s) to gain efficiencies or reduce costs, the following process will occur:

- (a) the **Employer** will meet with the Joint Job Description Committee, as soon as a decision has been made to introduce a technological change, in order to explain the role of the new equipment or the modifications to existing equipment or layouts and the possible impact on employment levels or job classifications. As soon as possible, the **Employer** will provide an interim job description and follow the procedure outlined in 25.04.
- (b) Wherever possible and practical, the **Employer** shall first choose active employees for training on the new or modified equipment.
- (c) Employees will be selected by the job posting method as herein provided with the understanding that they will be required to have a basic set of skills and abilities which will be improved and enhanced through the training process.

**25.06** If a reduction in employment levels is anticipated, the **Employer** and the Union shall immediately form a task force comprised of three (3) members from the **Employer** (including a minimum of one (1) from the Human Resources department and two (2) others) and three (3) members from the union (which may include the Chief Steward, Plant Chairperson, and/or Staff Representative; at the union's discretion). The task force shall be empowered to:

- (a) determine if the affected employees can be absorbed elsewhere in the organization.
- (b) determine if retraining is required and if there are government programs which can be used for this purpose.
- (c) determine if job search coaching and preparation is required and can be provided by the **Employer** or the Union.
- (d) present a final report containing the task force's recommendations to the **Employer**.

**25.7** The **Employer** agrees to act upon the task force's recommendations, where reasonable and practicable, in order to minimize the effects on employees whose employment is adversely affected by the technological change.

- 25.8**
- (a) Employees in Maintenance classifications (Electrician, Millwright, Mechanic) are governed by the terms and conditions of this collective agreement, and Benwind is the "home base" for their work assignments.**
  - (b) As the need arises, notwithstanding Article 19.01, maintenance employees may be assigned to work in other OSF divisions or facilities, under the direction of that division's maintenance supervisor. As the need arises, notwithstanding Article 2.02, maintenance employees from other OSF divisions may be assigned to tasks at Benwind.**
  - (c) The rate of pay for these employees shall correspond to those of the OSF Wood division. To facilitate interchangeability, the Employer intends to blend the maintenance job and wage rates at OSF Standard Metal division with those of Benwind and Wood.**
  - (d) A common procedure for filling maintenance positions shall be practised within OSF Inc. Vacancies shall be posted in the 'home base' bargaining unit. If no qualified candidates are found in the home base bargaining unit a maintenance employee from another Division who is laid off from the vacant classification shall be offered the opportunity based on Corporate wide seniority prior to the Employer posting the position Corporate-wide. Appointees from another division shall be considered a new employee of the new bargaining unit subject to the right to return to their old position during the trial and orientation period. If there are no qualified applicants from any Division, the Employer may hire from outside.**

## **Article 26 - Hours of Work and Shifts**

- 26.01** The provisions of this article are intended only to provide the basis of the work day and the work week and shall not be construed as a guarantee of hours of work per day or days of work per week.
- 26.02** The regularly scheduled work week shall consist of forty (40) hours. The regularly scheduled work day shall consist of eight (8) hours, Monday to Friday, exclusive of a thirty (30) minute unpaid lunch period each work day. However, at the **Employer's** discretion, some employees or all employees may be scheduled to work eight (8) hours per day, inclusive of a twenty-five (25) minute paid meal period. Such employees working eight (8) hours per day inclusive of a twenty-five (25) minute paid meal period shall only be entitled to one (1) ten (10) minute rest period during the eight (8) hour period, notwithstanding Article 26.06.
- 26.03** The starting time and quitting time on each day shift shall be as follows: 7:30 a.m. to 4:00 p.m. The afternoon shift shall run from 4:00p.m. to 12:30a.m. It is understood and agreed that the starting time and the quitting time may be varied at the discretion of the **Employer** up to a maximum of one (1) hour.
- 26.04** The Midnight shift shall start at 12:00 midnight and quit at 7:30 a.m., with one ten (10) minute paid rest period and one fifteen (15) minute paid lunch period during the shift. All employees arriving at or before midnight shall be credited with an 11:30 p.m. start; however, there will be no grace period, and any employee arriving late shall be docked for all time missed in addition to forfeiture of the 11:30 p.m. credit. This arrangement may be varied at the **Employer's** discretion, so long as it conforms with Article 26.02. The Midnight shift's workweek may begin on Sunday night or Monday night, at the **Employer's** discretion, but it shall not vary from one week to another.

- 26.05** The **Employer** agrees to notify the employees at least five (5) working days in advance of any changes to be made in their shift schedules or hours of work. If the **Employer** urgently requires a temporary shift change, it shall give at least twenty-four (24) hours clear notice to any affected employee.
- 26.06** The **Employer** agrees to schedule for all employees a ten (10) minute rest period during the first four (4) hours of work each day and a further ten (10) minute rest period during the last four (4) hours of work each day.
- 26.07** The **Employer** agrees to provide a ten (10) minute wash-up period at the end of each full shift for all employees with the exception of employees working in the Polishing Department. Employees working in the Polishing Department will be entitled to a fifteen (15) minute wash-up period.
- 26.08** The **Employer** agrees to schedule a ten (10) minute rest period for any employee performing work for two (2) hours beyond the end of his/her regular shift schedule.
- 26.09** The **Employer** shall pay a premium rate of 55 cents per hour for hours worked on the afternoon shift and 75 cents per hour for hours worked on the night shift
- 26.10** Any shift that starts at 2:00 p.m. or later shall be considered the afternoon shift. Any shift that starts at 10:00 p.m. or later shall be considered the night shift.
- 26.11** If employees wish to make a long-term change of the shift to which they are assigned, for legitimate family or personal reasons, a request shall be made in writing to the Human Resources Department. The **Employer** shall accommodate such a request if it determines that the following conditions are met:
- (a) there is available work and work stations on the preferred shift, and available personnel on the shift to be left, *or*
  - (b) the employee identifies another employee in the same classification on the other shift who is willing to exchange assignments. (However, if another employee has already requested a shift change that has not been accommodated because of condition (a) above, the senior employee shall have first preference in such an exchange).
- Employees changing shift in this manner may not be allowed to shift back again within a six month period, except at the **Employer**'s sole discretion.
- 26.12** If an employee wishes temporarily to change shifts, for a period of one to three days, for legitimate family or personal reasons, such request shall be made to the Human Resources Department and shall be accommodated unless it is determined that production would be unduly prejudiced by such a temporary switch.

## Article 27 - Overtime

- 27.01** Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for:
- (a) all work performed in excess of eight (8) hours per work day;
  - (b) all work performed on Saturday, provided the hours worked on Saturday are not part of the
- the employee's normal work week.

- 27.02** Overtime at the rate of double the employee's regular rate of pay shall be paid for all work performed on Sunday, provided the hours worked on Sunday are not part of the employee's normal work week. The midnight shift will commence its work week at 11:30 p.m. on Sunday at straight time.
- 27.03** Shift premiums shall not be included in earnings for the purpose of computing overtime, but shall be paid in addition to the overtime rates.
- 27.04** If an employee works more than three (3) hours more than the regular scheduled hours on any day, and provided that such hours were not scheduled prior to that day, the **Employer** will provide a meal allowance of seven dollars and fifty cents (\$7.50).
- 27.05** All overtime shall be voluntary, provided overall staff requirements are met from among employees normally performing the work to be done in a specific department.
- 27.06** The **Employer** and the Union agree that, while sometimes necessary, overtime is undesirable and should be avoided. However, when overtime is necessary, the opportunity for overtime shall be distributed as equitably as practical amongst the employees who normally perform the work to be done.
- 27.07** The **Employer** shall not schedule overtime when layoffs or a short working week is in effect unless and until it has met with the Union to discuss other possibilities of having the work performed. No overtime work shall be performed in classifications from which employees are currently laid off **as outlined in the Letter of Understanding #6 in Schedule C of this Agreement. If employees on layoff are offered and accept recall for this work, but then are laid off again within a period of five (5) days, the notice provision under Article 15.01 of this Agreement shall not apply. Employees shall be informed of the likely short-term nature of the recall, and shall not forfeit their employment status if they decline.**
- 27.08** The **Employer** will post the overtime hours charged to employees on a monthly basis. Overtime hours charged to employees will include i) overtime hours actually worked ii) overtime hours the employee was offered to work but did not work, and iii) averaged hours for which the employee was unable to work. Such posting will be by specific job classifications, by specific departments and by specific shifts, and will be posted on a departmental and/or centralized basis in a conspicuous place.
- 27.09** Equitable Distribution is based on the following concept:
- (a) The employee with the lowest number of overtime hours in a specific job classification in a specific department on a specific shift shall be given the first opportunity to work overtime when such overtime opportunities become available on that shift.
  - (b) Should such an employee be unwilling to perform the overtime assignment, then the employee with the next lowest overtime hours in the same job classification in the same department on the same shift will be offered the overtime assignment.
  - (c) Any hours of overtime opportunity refused will be recorded as if worked, for the purpose of equalization. If employees have committed to work and then do not show, they get credited with a "refusal" for those hours.
  - (d) Distribution of overtime hours within a job classification within a specific department on a specific shift shall be within a total spread of 30 hours based on the current calendar year. If the **Employer** errs in this equitable distribution of overtime, the employee affected will be given **first** overtime opportunities as they occur, until such time as the situation is corrected **in the new calendar year** (i.e. until the 30-hours spread is corrected.).
  - (e) In the event of the situation of new hires or change in the job classification, such employees shall be considered to have worked the average YTD overtime hours charged to all employees in their new department in the same job classification on the same shift. In the

event of a permanent change in department or shift, such employees shall carry their YTD overtime hours to the new department or shift.

- (f) Employees absent from work because of sickness, accident, leave of absence or vacation shall have their overtime records credited with the average number of overtime hours worked by employees in their department on their shift within the same job classification during such absence.
- (g) All monthly overtime accumulated at the end of any particular month will be deemed to be correct if it is not disputed within four (4) weeks of the monthly posting.
- (h) The Plant Chairperson has the right to see the daily records for overtime in the event there is a dispute as to the accuracy of a particular monthly accumulation that has been posted.
- (i) While the parties recognize that the **Employer** has no obligation to distribute overtime equitably (as referred to above) amongst employees on different shifts, the **Employer** agrees to endeavour to provide overtime opportunities to employees on shifts other than the day shift for weekend overtime.

**27.10** In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

## Article 28 - Group Insurance Plans

**28.01** The **Employer** shall pay 100% of the premium costs **and/or 100% of the administration costs and facilitate prompt and fair delivery** of the following plans for all employees on completion of the probationary period. The **Employer** and the insurance carrier shall not vary the terms or coverage provided under the insurance policy without the express written consent of the Union. Note that the term "spouse" also encompasses same-sex partners.

- (a) Employer Health Tax (formerly OHIP)
- (b) **Life Insurance - \$35,000 effective July 29, 2000; \$45,000 effective July 29, 2001; Spouse \$5,000, Child \$5,000**
- (c) **Accidental Death & Dismemberment - \$35,000 effective July 29, 2000; \$45,000 effective July 29, 2001.**
- (d) **Weekly Indemnity - (1-1-5-26) 66-2/3% of regular weekly earnings up to a maximum payable under federal Employment Insurance or \$460.00 (whichever is greater).**
- (e) **Major Medical - maximum benefit - \$50,000 per insured individual per year. \$10 deductible. Drug plan is based upon positive enrolment.**
- (f) **Basic preventative and restorative dental plan based on the current year's O.D.A. fee schedule with a maximum of \$5,000.00 per insured individual per year. Effective July 29, 2000, 50% orthodontics for dependent children under the age of 18 with a life time maximum of \$2,500.00**
- (g) **Vision Care - effective July 29, 2000, \$200/employee and dependants once every two years.**

**(h) Long Term Disability plan after qualifying period of 26 weeks of W.I. \$1,000 per month maximum subject to integration for a period of no more than 5 years.**

- 28.02** Except for weekly indemnity benefits, the **Employer** shall continue to pay the premiums for all employees for three (3) months following the month of layoff or leave of absence. **When the premiums of laid off employees are about to be cancelled, the Employer shall give at least 5 working days' notice by courier.**
- 28.03** Employees off work because of sickness or accident shall have their premiums paid for the above plans for a period of two (2) years following the commencement of the sickness or accident.
- 28.04** In consideration of the above level of benefits, it is agreed that the employee's share of any refund that may be receivable from Employment Insurance, shall be transferred to the **Employer** and applied against the cost of benefits.
- 28.05** None of the above group insurance plans are applicable to students.
- 28.06** The **Employer** agrees that if an employee is claiming workers compensation benefits and the claim is rejected or under investigation, the employee shall be entitled to apply for weekly indemnity benefits upon submitting of a written release to the Workers' Compensation Board ensuring that, if the claim is finally allowed, all money paid under the weekly indemnity plan will be returned to the insurance carrier by the Workers' Compensation Board.
- 28.07** A Benefits Committee shall be established, consisting of a representative from the **Employer**, who shall be chairperson, and a representative from the Union. It shall meet monthly, or more often if required, to assist employees with any problems they may experience with the insurance carrier. A representative from the insurance carrier may attend if requested by either party.
- 28.08** Prior to making the final decision to change group insurance carriers, the **Employer** will discuss the need for the change with the Union. The Union may call a meeting with the **Employer** to discuss the group insurance carrier's performance. The **Employer** retains the exclusive right to make the final decision on the choice of carrier.
- 28.09** On July 29 of each year, the **Employer** will contribute ten dollars (\$10.00) per employee on the seniority list as of that date, to the United Steelworkers of America Lifeline Program, for its services.
- 28.10** Employees with more than one year's service may apply for tuition reimbursement for a course taken at an accredited educational institution under the following conditions:
- (a) The employee must have prior approval for the course before registering.
  - (b) The course or courses must add skill and knowledge in line with the employee's career path within the Company.
  - (c) Upon successful completion of the course, the employee shall submit a copy of his/her marks and the receipt for tuition fees and the **Employer** shall reimburse the employee 100% of the tuition fees.
  - (d) The Union shall be informed of applications made, and approved or not approved, under

this program

## Article 29 - Pension Plan

- 29.01** The pension plan which was implemented on July 29, 1991 shall continue.
- 29.02** For all employees who have completed their probation, the **Employer** will contribute thirty-five (35) cents for each regular hour the employee works including paid holidays, vacation actually taken, and temporary disability time on WCB, up to a maximum of 1800 regular hours during the calendar year (January 1<sup>st</sup> up to and including December 31<sup>st</sup>). Commencing July 29, 1998, the contribution rate will increase to forty (40) cents. Commencing July 29, 1999, the contribution rate will increase to fifty (50) cents.

## Article 30 - Bereavement Leave

- 30.01** In the event of the death of a member of an employee's family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) days. This allowance will be made where the circumstances require the employee's absence from work to prepare for the funeral or funeral service. The term "member of an employee's family" means a husband, wife, child, parent, brother, sister, grandparent, sister-in-law, brother-in-law, mother-in-law, father-in-law, common-law wife and common-law husband, and same-sex spouse. An employee will not be entitled to a duplication of payment. However, if a death in the family occurs during a planned vacation, the applicable number of bereavement days will be added to the end of the vacation.

## Article 31 – Employee Facilities

- 31.1** The Employer shall provide changing facilities ensuring privacy for both men and women at any work site where at least twenty (20) employees are located. This space will be separate from washroom and lunchroom space. Lockers will be provided. Any additions to current facilities and lockers will be made in the year 2001.
- 31.2** Shopcoats or overalls will be supplied where required or requested.
- 31.3** Lunchrooms at any work site where at least twenty employees are located shall be equipped with a sink, microwave oven(s) and a refridgerator for employee usse at break times.

## Article 32 - Interpretation and Status of Agreement

- 32.01** Wherever the male gender is used throughout the Articles within this agreement, it is agreed that the female gender is an acceptable substitute whenever and wherever the **female** gender is applicable.
- 32.02** Where the singular is used throughout the articles within this agreement, it is agreed that the plural is an



acceptable substitute whenever and wherever applicable.

- 32.03** The **Employer** and the Union desire every employee to be familiar with the provisions of this agreement, and for this purpose the **Employer** agrees to pay for and to use its best efforts to furnish a printed copy of the agreement within two (2) months of ratification to each employee who has completed the probationary period. In addition, the **Employer** will provide the Union with a copy of the agreement on computer disk.
- 32.04** It is understood by both parties that the provisions of this agreement shall be conclusive as to all bargaining matters relating to wages, hours of work and working conditions. Therefore, the **Employer** and the Union each agree that the other shall not be obliged to bargain collectively with respect to any such matter referred to or governed by this agreement unless the **Employer** and the Union agree to alter, amend, supplement, or modify any of its provisions.

## Article 33 - Duration

- 33.01** This agreement shall become effective on the 29th day of July, 2000, and shall continue in effect up to and including the 28th day of July, 2003.
- 33.02** Either party desiring to renew or amend this agreement may give notice in writing of its intentions during the last ninety (90) days of its operation.
- 33.03** If the notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.
- 33.04** If pursuant to such negotiations, an agreement is not reached on the renewal or amendment prior to the current expiration date, the agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.
- 33.05** All employees shall accrue full wages retroactive to July 29th for all paid hours, including overtime hours.

This agreement signed this ..... day of ....., 2000.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
L. Manser  
Director, Human Resources

\_\_\_\_\_  
Saul Henechowicz  
Manufacturing Director

**FOR THE UNION:**

\_\_\_\_\_  
T. Walsh  
Staff Representative

\_\_\_\_\_  
J. Humphrey  
Plant Chairperson

P. Ewald  
Vice President, Human Resources

R. Garcha  
Negotiating Committee

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J. Turner  
Manager, Human Resources

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S. Johnson  
Negotiating Committee

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S. Richards  
Human Resources Administrator

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M. Gorgzadeh  
Negotiating Committee

## Schedule A

### Classifications & Wages

CLASSIFICATION	July 29/00	July 29/01	July 29/02
CNC Bench Hand (Wire)	\$23.77	\$24.27	\$24.79
Laser Maintenance / Set-Up Oper.	\$23.77	\$24.27	\$24.79
Warehouse Coordinator	\$21.82	\$22.32	\$22.84
Welding Coordinator	\$21.82	\$22.32	\$22.84
Laser Set-Up Operator	\$21.27	\$21.77	\$22.29
Welder Lead Hand	\$19.73	\$20.23	\$20.75
Bench Hand	\$19.18	\$19.68	\$20.20
Polisher Lead Hand	\$19.18	\$19.68	\$20.20
Shipper Lead Hand	\$19.18	\$19.68	\$20.20
Welder/Fitter	\$18.30	\$18.80	\$19.32
Wire Machinist	\$18.09	\$18.59	\$19.11
Polisher (Tier IV)	\$17.75	\$18.25	\$18.77
(Tier III)	\$17.03	\$17.53	\$18.05
(Tier II)	\$16.32	\$16.82	\$17.34
(Tier I)	\$15.61	\$16.11	\$16.63
Welder – Tig	\$17.45	\$17.95	\$18.47
PLC Saw Set-Up Operator	\$17.42	\$17.92	\$18.44
Wire Straightener	\$17.42	\$17.92	\$18.44
Wire Mesh Set-Up Operator (Level 4)	\$17.34	\$17.84	\$18.36
(Level 3)	\$16.91	\$17.41	\$17.93
(Level 2)	\$16.70	\$17.20	\$17.72
(Level 1)	\$16.49	\$16.99	\$17.51
Automatic Punch Press Set-Up Oper.	\$17.23	\$17.73	\$18.25
Shipper/Receiver	\$17.09	\$17.59	\$18.11
Truck Driver	\$16.73	\$17.23	\$17.75
Stockroom Receiver	\$15.91	\$16.41	\$16.93
Welder – Mig	\$16.43	\$16.93	\$17.45
Material Handler	\$15.61	\$16.11	\$16.63
Sheet Metal Set-Up Operator	\$15.61	\$16.11	\$16.63
RFC Forklift Operator	\$14.78	\$15.28	\$15.80
Assembler/Packer	\$15.30	\$15.80	\$16.32
Fork Truck Driver	\$14.77	\$15.27	\$15.79
Cutter	\$14.77	\$15.27	\$15.79
Machine Operator	\$14.35	\$14.85	\$15.37
Electrician I	\$25.76	\$26.26	\$26.78
Electrician II	\$23.61	\$24.11	\$24.63
Maintenance Millwright I	\$24.68	\$25.18	\$25.70
Maintenance Millwright II	\$19.49	\$19.99	\$20.51
Assembler Packer Lead Hand	\$19.18	\$19.68	\$20.20
Major Accounts Expenditure	\$21.82	\$22.32	\$22.84
Inventory Data Verifier	\$18.09	\$18.59	\$19.11
Robotic Welder Set-Up	\$19.18	\$19.68	\$20.20

CNC Bench Hand (fabrication)	\$20.87	\$21.37	\$21.89
Stockroom Lead Hand	\$19.18	\$19.68	\$20.20
Work Cell Tracker	\$17.09	\$17.59	\$18.11
Bench Assistant	\$16.17	\$16.67	\$17.19
Janitor	\$14.77	\$15.27	\$15.79

Schedule “B”

Trial & Orientation Periods:

The following trial & orientation periods have been agreed to and shall be included in the job descriptions for the said classifications and used in conjunction with the Job Posting procedure in Article 13 of the Collective Agreement. The trial & orientation period is measured in days worked. This list excludes those positions for which a defined training period is included in the job description.

<b>CLASSIFICATION</b>	<b>TRIAL &amp; ORIENTATION PERIOD (Days worked)</b>
Bench Hand	60
Polisher L/H	30
Welder L/H	30
Shipper L/H	30
Shipper/Receiver	20
Auto Punch Press S/U Op.	30
Stockroom Receiver	10
Welder Mig	5
Sheet Metal S/U Op.	20
Cutter	5
Material Handler	10
Machine Operator	0
Janitor	10
Work Cell Tracker	20
Electrician I	60
Electrician II	30
Millwright I	60
Mechanic I	30
Assembler Packer Lead Hand	30
Major Accounts Expediture	30
Inventory Data Verifier	30
Robotic Welder Set-up	30
CNC Benchhand (fabrication)	60
Stockroom Lead Hand	30

Schedule "C" – #1

**Letter of Understanding**

**between**

**OSF Inc., benwind division**

**and**

**united steelworkers of america, local 5338**

Re: Union input on employee facilities

**In planning production and warehouse facilities, the Union Committee is invited to make recommendations to management concerning space and resources for employee change rooms, lunchroom facilities (and related applicable appliances), medical facilities, parking, phones, shop garment programs and other such related items. These recommendations will receive due consideration, and where practical and feasible as determined by the Employer, will be implemented.**

For the Employer

For the Union

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Linda Manser  
Director, Human Resources

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T. Walsh  
Staff Representative

Schedule "C" – #2

**Letter of Understanding**

**between**

**OSF Inc., benwind division**

**and**

**united steelworkers of america, local 5338**

Re: Leave of Absence for union president

**The Union President will be allowed a leave of absence for the term of the collective agreement. The Employer will pay for the Group Insurance Benefits (except for Weekly Indemnity), Pension Hours and the Statutory Holiday Pay during this leave of absence.**

For the Employer

For the Union

\_\_\_\_\_  
Linda Manser  
Director, Human Resources

\_\_\_\_\_  
T. Walsh  
Staff Representative

**Letter of Understanding**  
**between**  
**OSF Inc., benwind division**  
**and**  
**united steelworkers of america, local 5338**

Re: Internal job posting

In order to comply with the Collective Agreement in matters pertaining specifically to the selection and subsequent appointment of candidates to posted jobs, the following procedure will be followed once all candidates have been identified. This process will be administered by the Human Resources Office.  
UNDERLYING PRINCIPLE: The senior-most employees who are qualified will be awarded the position for which they have bid. Therefore the process must begin and be completed by each employee in order of seniority until a successful candidate is identified. NOTE: Circumstances may require that the first part of the selection process (Candidate Reviews) may be done concurrent with more than one employee - they are to be independent of each other and the senior employee receives preference. There may be rare occasions when the second part (Practical Testing) may be done for more than one candidate at a time, with the same conditions. However, under no circumstances will the final part (Trial & Orientation) be performed by more than one candidate at a time.  
DIRECT RELATION TO COLLECTIVE AGREEMENT: The following outline gives an overview of how each element of "candidate attributes" identified in the CBA is determined and at what point in the selection process.

<u>attribute</u>	<u>determined through</u>
<u>Article 13.02</u>	
<u>Ability</u>	<u>i) Candidate review (prior experience and knowledge)</u> <u>ii) Trial &amp; Orientation</u>
<u>Qualifications</u> <u>(e.g., certificates, licenses)</u>	<u>i) Candidate review</u>
<u>Physical Fitness</u>	<u>i) Candidate review (permanent restrictions)</u> <u>ii) Trial &amp; Orientation (must be job specific)</u>
<u>Article 13.04</u>	
<u>Communication</u> <u>(basics for job duties)</u>	<u>i) Candidate Review</u> <u>ii) Trial &amp; Orientation (must be job specific)</u>

**1. CANDIDATE REVIEW**

**This initial screening of candidates will include:**

- Human Resources interview**
- review of the Human Resources file**
- establishment of required qualifications**
- Supervisor's assessment of prior work performance**

**The use of the Job Description will be to define the essential duties required, and outline the desired (though not obligatory) experience. It will not be used either for or against a candidate by "hanging on a word".**

**In order for candidates NOT to successfully move forward from this part of the process, there must be an extremely obvious reason which renders them unsuitable, particularly at lower level positions.**



## 2. PRACTICAL TESTING

The premise for practical testing is to screen out candidates who should not be taking the Trial and Orientation period. Further, it should only be used for higher-skilled positions and of those, for positions in which direct past experience is not a significant factor (e.g. Lead Hand and Set-Up positions require proven direct experience and, as such, nothing further would be gained through a practical test). As such, practical testing is reserved for the following positions only:

- Welder
- Bench Hand
- Shipper/Receiver
- Stockroom Receiver
- Assembler Packer Lead Hand
- Workcell Tracker

Finally, candidates for these positions who possess the relevant required qualifications from an accredited institution will be exempted, as nothing further would be gained through a practical test. Practical assessments will be conducted through the Trial & Orientation period.

The practical test must be valid (job specific). It will be designed by two members of the Joint Job Description Committee (Union - Plant Chairperson; Management -HR Manager) and the results evaluated by them, plus the immediate Supervisor and one other representative from Management.

## 3. TRIAL AND ORIENTATION PERIOD (T & O)

Since the main concern of the Employer is to select an individual who can perform the job, it is accepted that the most important part of the selection process is the actual on-the-job evaluation of the candidate.

It is also accepted that Supervisors play an absolutely critical role during the T & O, for they must provide feedback, encouragement and ongoing assessment to the candidate. As part of this, they will monitor and document the candidate's performance on the Supervisor's Trial & Orientation Log Sheet provided at the commencement of the T & O.

The T & O must approximate regular production requirements - at the least it must cover the essential duties of the position as set out in the Job Description. It must also be used to advise the candidate of the safety hazards of the position and ensure the safety rules are followed.

This is NOT a time for the candidates to "learn" the position; implicit in their bidding is the assertion that they can do the essential duties of the job. However, it is understood that they will not be at production speed on the first day, but they should be at that point by the end of the T & O period.

The assessment must be reasonable and fair; however, a candidate may not necessarily complete the T & O period.

Once these 3 parts of the selection process are completed, the underlying principle will have been achieved: the senior-most employees who are qualified will be awarded the position for which they have bid.

For the Employer

For the Union

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Linda Manser  
Director, Human Resources

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T. Walsh  
Staff Representative

**Letter of Understanding**

**between**

**OSF Inc., benwind division**

**and**

**united steelworkers of america, local 5338**

Re: Fostering good labour relations

**The Employer recognizes the importance of the Local Union President in fostering good Labour/Union relations. Therefore the Employer shall grant the Union President access to OSF facilities at a time convenient to the parties, or during non-working hours.**

**The parties also recognize the importance of good communication. Therefore the parties agree to meet with all the Plant Chairs and management representatives (JUMBO meeting) in a Company facility, on a monthly basis on a date convenient to both parties, to discuss mutual concerns. The purpose of this meeting will be to discuss issues that are not involved in the grievance procedure.**

For the Employer

For the Union

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Linda Manser  
Director, Human Resources

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T. Walsh  
Staff Representative

**Letter of Understanding**  
**between**  
**OSF Inc., benwind division**  
**and**  
**united steelworkers of america, local 5338**

Re: Contracting out, Inter-OSF work assignments, and pooling of labour resources

- (A) Whenever layoffs are in effect, the Production Management shall meet weekly with the Union Plant Chairperson (or designate) to discuss any future proposal to contract out specific work.
- (B) The work of each OSF Bargaining Unit shall be respected in accordance with the following guidelines:  
Assembly:  
(i) Wood to wood is clearly Wood Division work. Metal to metal is clearly the work of the Metal Divisions.  
(ii) Wood to metal and metal to wood, or assembly involving other materials, may be assigned by the Company to whichever division it deems to make the most practical business sense at the time.  
(iii) As for Custom and Standard Metal Divisions, the general principle is that the Division which makes the products also assembles them.  
Shipping:  
The general principle is that the Division that assembles the products also packs and ships them. There will be no change to the way final shipping to the customer is practised.  
If the Company anticipates that circumstances might require some deviation from these guidelines, it shall call a meeting with union representatives from the affected Divisions to discuss the matter.  
As a general principle, work will not be transferred away from a Divisions where layoffs are already in effect, or will result from the transfer.
- (C) The Company (Human Resources and Manufacturing Directors) will meet with the Union Plant Chairs to brainstorm a method of pooling labour resources at times of layoff, with the aim of reinstating some program that will satisfy all parties.

For the Employer

For the Union

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Linda Manser  
Director, Human Resources

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T. Walsh  
Staff Representative

**Letter of Understanding**  
**between**  
**OSF Inc., benwind division**  
**and**  
**united steelworkers of america, local 5338**

Re: Overtime in laid-off classifications

**1. Further to Article 27.07 of the CBA, a small amount of weekend overtime may be worked in classifications hit by layoff, on the following conditions:**

**(a) It is due to a specific production urgency which cannot be rectified during the normal work week.**

**(b) It is first offered to employees on layoff from the specific job classification(s) required. If too few are available or willing to come in, employees still at work may then be asked.**

**(c) A maximum of seven (7) Machine Operators may work on any one weekend, up to a combined total of 42 hours. Other classifications may be included if the Union agrees.**

**This weekend overtime is designed to ease small-scale, short-term production bottlenecks, when a regular recall of employees during the week is impractical in terms of volume or distribution of work. The Employer shall consult with the Union early on Friday morning before each weekend as to the number and classifications it would like to call in.**

**2. Fully laid-off employees (i.e. those not currently at work as a result of having bumped) are deemed to accept employment for a specific task for specific weekend hours, and they remain on uninterrupted layoff notwithstanding. Their recall rights under Article 12.07 (d) are not thereby extended; their return to layoff does not require a new notice period (Article 15.01); they cannot exercise seniority rights (Article 15.04); they do not reacquire insurance coverage (Articles 16.10 and 28.02); and they cannot claim any other benefit to which they would not otherwise be entitled, including jury duty (Article 21), paid holidays (Article 23) and bereavement (Article 30).**

**3. Notwithstanding Articles 27.01- 27.04, fully laid-off employees shall be paid at straight time for Saturday or Sunday work. Hourly pension plan contributions shall accrue, if they otherwise qualify.**

**4. Laid-off employees who are still at work, having bumped, shall receive second preference in weekend assignments for their original classification - after fully laid-off employees, but before employees not laid off at all. "Bumped" employees shall receive the overtime rate stipulated in Articles 27.01- 27.04.**

**5. Hours worked by laid-off employees under this Letter of Understanding shall not count as overtime hours under Article 27.09 (equalization).**

**6. Fully laid-off employees may not work "overtime" assignments during the regular work week.**

**7. Whenever weekend work becomes available, Human Resources will call laid-off employees in the specific classification(s) required, at the phone number on record, once, on the day before. The most senior laid-off employee will be called first, and so on. If there is no answer, the employee will be passed over. If the employee answers, an immediate response is required.**

**8. If the Employer errs in this procedure, affected employee(s) may be given other assignments as they occur. They shall not be paid for time not worked.**

**9. No penalty shall result from refusal of a weekend assignment. However, if employees accept the work then fail to show up, they may forfeit future assignments, unless they provide an explanation acceptable to the Employer.**

**10. Fully laid-off employees who waived their bumping rights, or declined regular recall, shall not be eligible for these assignments.**

**11. Eligible employees will receive written notice of the terms of these potential assignments at the time of layoff.**

**12. This Letter of Understanding shall remain in effect for the life of this collective agreement.**

For the Employer

For the Union

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Linda Manser  
Director, Human Resources

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T. Walsh  
Staff Representative

**Letter of Understanding**

**between**

**OSF Inc., benwind division**

**and**

**united steelworkers of america, local 5338**

RE: TRUCK DRIVERS

- 1. The Company shall eliminate the functions of truck driving for members of the bargaining unit.**
- 2. A new Job Classification of "Van Driver" will be included in Schedule A at an hourly rate of \$15.65 before Year 2000 increase. First refusal of these positions shall be offered, by seniority, to three of the existing truck drivers. The least senior of these three will perform the duties of a Material Handler, and will be utilized as a van driver when required. They will maintain their existing rate unless promoted to a higher classification, or their employment relationship is severed.**
- 3. The two remaining truck drivers shall be assigned the new proposed classification of Workcell Tracker.**
- 4. In case of future return to in-house trucking, the five (5) existing drivers shall have the first opportunity to return to the truck-driving classification in order of seniority.**
- 5. As a gesture of goodwill, the Employer shall make a lump sum payment of \$2000 to each of the five (5) existing Truck Drivers.**
- 6. The Company agrees that there will be a minimum of eight (8) new positions of Workcell Tracker. If within a 6-month experimentation period it is determined that departmental knowledge is required, the Employer agrees to enter into discussions with the Union regarding separate classifications and pay rates.**
- 7. The Union retains the right to represent truck drivers if and when the employer makes the decision to have in-house truck-drivers again.**
- 8. The relationship between the Employer and trucking contractors shall operate at arm's length.**
- 9. Outside drivers and non-bargaining-unit employees shall not load and unload trucks. Non-bargaining-unit employees shall not make pick-ups or deliveries of Benwind product in the Employer's van(s) or their personal vehicles.**

For the Employer

For the Union

\_\_\_\_\_  
Linda Manser

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T. Walsh

Director, Human Resources

Staff Representative

**Letter of Understanding**  
**between**  
**OSF Inc., benwind division**  
**and**  
**united steelworkers of america, local 5338**

Re: Welding classification

1. The current classifications of Mig Welder, Tig Welder and Welder Fitter shall be linked and merged as Tiers I, II and III of one classification - Welder - at the current payrates.
2. Each tier shall be treated as a commitment to training, the content of which, in line with the major work content outlined in the Job Descriptions of the current Mig, Tig and Welder-Fitter classifications, shall be concretized by the Joint Job Description Committee. Accordingly, there shall be no temporary transfer pay within the tiers of the classification, regardless of the work assignments performed.
3. Welders shall remain at each Tier for 24 months, and progression to the next Tier shall require the Supervisor's acknowledgement of successful application of training, together with the obtaining of a recognized Tig Certificate at the end of Tier I and of a recognized Blueprint Reading Certificate at the end of Tier II.
4. This is one classification, regardless of Tier, except for the purposes of layoff and recall.
5. For the purposes of overtime, the Tiers shall nevertheless be treated separately. Equalization under Article 27.09 shall be by Tier. Layoff shall also be by Tier, according to seniority.
6. Transitional arrangements shall be made which recognize the lengthy experience of the most senior of existing welders.  
Immediate upgrades from Tier II to Tier III shall be effected for the following: Prem Singh, Duc Bui, QT Bui, René Villagran, Huu Di Nguyen, Hung Nguyen, Parminder Sidhu, Amarjit Singh, Cho Lam, Edgar Mendez, Francis Nantwi, Steve Jogie.  
The following shall be upgraded effective July 29th 2001, subject to a testing procedure: From Tier I to Tier II - Richard Chowns; from Tier II to Tier III - John Rodak, Francis Ameyaw, Chi Ho, Gyamfi Fofie, Tony Freda, Steve Adjei, Paulo Bejarano, Walter Argueta.
7. All other existing welders shall begin their 24-month progression period from July 29th 2000, and will progress accordingly, conditional on acquisition of the approved certificate per Point 3 above.

For the Employer

For the Union

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Linda Manser  
Director, Human Resources

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T. Walsh  
Staff Representative



**Letter of Understanding**  
**between**  
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Re: Benefit plan

**The parties agree that the benefit plans will be administered in the following manner:**

**Employees will continue to be able to request information regarding the terms and conditions of their benefit plan from both the carrier and the Compensation and Benefits Specialist.**

**Employees who are laid-off will be covered under the benefit plans for a period three (3) months from the month the lay-off occurred.**

**The co-pay restriction on Chiropractic services will be removed and employees may claim the difference between the OHIP fee guide and the Chiropractors fee up to a maximum of \$30.00 per visit in total and \$500.00 per year.**

**The annual individual maximum for registered massage therapist, speech pathologist, osteopath, naturopath, psychologist, podiatrist, and Chiropodist will be increased to \$500 and acupuncturist will be added to this list.**

**Employees may claim a hearing aid benefit and blood glucose monitors every three years.**

**The weekly indemnity benefit will be administered in accordance with article 28.06 of the collective agreement.**

For the Employer

For the Union

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Linda Manser  
Director, Human Resources

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T. Walsh  
Staff Representative

Schedule “D”

Restore benefit booklet to status as schedule within CBA booklet, with wording that it does not form part of the collective agreement between **Employer** and union and that the term “spouse” encompasses same-sex partners.

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