

# Collective Agreement

Between

## **Woodbridge Foam Corporation Blenheim Plant**

located at

140 Cathcart Street  
Blenheim, Ontario

Herein after called “the Company”

and

## **Unifor the Union | Canada**

Local 127

Herein after called “the Union”

**December 1, 2020 – November 30, 2024**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

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

## **ARTICLE 2 – RECOGNITION**

- 2.01** The Company recognizes the Union as the exclusive Collective Bargaining agent of all regular plant employees located at Blenheim, Ontario, save and except supervisors, persons above the rank of supervisors, office and plant clerical staff, sales staff, technical staff (such as work measurement staff, Quality Control staff, laboratory staff), engineering staff (such as professional engineers, engineering technicians, designers, draftsman).
- 2.02** The words “employee” or “employees” when used in this Agreement shall mean only such regular plant employees as are included in the bargaining unit as defined in Clause 2.01.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01** The Union recognizes and acknowledges that the Management of the Plant and direction of the working force are fixed exclusively in the Company, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:
- to operate and administer its affairs, to direct the work force, to plan, direct and control operations,
  - to schedule working hours, to determine the number of

employees to be employed, and the right to hire and select employees from any source, promote, demote, classify, transfer, rehire, retire.

- to discipline, suspend or discharge employees, for just cause, the right to make, enforce, and alter, from time to time, Rules and Regulations covering the operations, a violation of which may be among the reasons for discipline or discharge, subject to the Grievance Procedure, and release employees because of lack of work or for other reasons.
- to determine the nature and kind of business conducted by the Company, the kinds of locations of plants, equipment, product components, parts and material to be used, parts, components, products, materials, services, and equipment purchased, the control of materials and parts, the methods and techniques of production; including the right to experiment with new production methods using non-bargaining unit employees, and the right to introduce new and improved standards or facilities using non-bargaining unit employees, the right to establish and change occupational production standards.
- to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogative, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company.
- subject to the expressed provisions of this Agreement and provided it is not inconsistent with the terms of this Agreement.

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

**4.01** All regular employees who are Union members at the signing of the Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract.

**4.02** All regular employees, who are not members of the Union at the date of the signing of this Agreement, shall, as a condition of employment, have the Company deduct from their pay an amount equal to the local Union monthly dues, for the duration of the contract.

**4.03** Dues are to be defined for the purpose of this Clause as the regular Union dues, as prescribed by the constitution of the Union. The following will make up the earnings that are to be included in the calculation:

Regular Wages	Vacation Pay	Statutory Pay
Jury Duty Pay	Union Leave Pay	Bereavement

The following are not to be included in the calculation:

Overtime Premiums	WSIB	Short Term Disability
Pension	Supplemental Benefits	Termination or Severance Pay

**4.04** a) The Company, will upon receipt of an authorization card, signed by an employee covered by clause 4.01 and 4.02 of this Agreement and for the duration of this agreement, deduct monthly, the regular monthly dues of such employees, and remit such monies to the Financial Secretary of Local 127 of the National Union Unifor by the fifteenth (15) if the month following the month in which dues were deducted.

Upon receipt of an authorization card, the Company will also deduct a union initiation fee in the amount of twenty (20) dollars on the second pay of a new member and are to be submitted for each month along with the monthly dues as prescribed above.

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

c) A list of all members, including their contact information, addresses and telephone numbers are required by the Local Union in the first week of January and July each year.

**4.05** No deduction shall be made from the pay of any employee covered by Clauses 4.01 and 4.02, of this Agreement, in any month, where such employee has worked less than a total of forty (40) hours at the time of dues deductions. Paid vacation days and paid Holidays will be considered as days worked.

- 4.06** A deduction will be made in the month of February of ½ hour per year from all skilled trades to be forwarded to Canadian Regional Skilled Trades Council.
- 4.07** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of or by reason of, deductions made or payments made in accordance with this Collective Agreement.

## **ARTICLE 5 – DISCRIMINATION / HARASSMENT/WORPLACE VIOLENCE**

- 5.01** The Company and Unifor are committed to providing a workplace free from discrimination, harassment or violence. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.
- 5.02** The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms and parking lots. Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents: unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry, practical jokes, pushing, shoving etc. which cause awkwardness or embarrassment, posting or circulation of offensive photos or visual materials, refusal to work or converse with an employee because of their racial background or gender, unwanted physical conduct such as touching, patting, pinching, etc. unwelcome invitations or requests, backlash or retaliation for the lodging of a complaint or participation in an investigations.
- 5.03** Harassment is Not  
Harassment is in no way to be construed as properly discharging supervisory responsibilities including the delegation or work assignments, the assessment of discipline or any conduct that does

not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

#### **5.04 Filing a Complaint**

If any employee believes that they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it. First request a stop of the unwanted behavior. Inform the individual that is doing the alleged harassing or the discrimination against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details. However it is also understood that some victims of discrimination or harassment are reluctant to confront their alleged harasser or they may fear reprisals from the alleged harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson.

#### **5.05 Investigation**

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or not. If resolved, the outcome will be documented and kept on file by both the Union and Company. If the matter remains unresolved the complaint should be reduced to writing on a form developed jointly by the Company and the Union and submitted to the Human Resource Manager and Plant Chairperson.

The Plant Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union Representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

Any time spent over regular working shifts will be paid at the applicable premium rates and overtime will be tracked accordingly.

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

## **5.06 Resolution**

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resource Manager and the Plant Chairperson who will attempt to resolve the matter within ten (10) days of receipt of the Report in a manner that is fair and consistent with the intent of the Company and the National Unifor policy regarding discrimination and harassment in the workplace.

In the event the Human Resource Manager and Plant Chairperson are unable to reach a consensus on a resolution to the complaint, the Employer will issue a decision on the matter. At the conclusion of this step, if the complaint is unresolved, it may be considered as a grievance for the purposes of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 3<sup>rd</sup> step of the grievance procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this is an alternative complaint procedure and as such complaints should not be pursued through both the grievance and the Human Rights Complaint procedure. In addition the parties agree to educate employees. The pursuit of frivolous allegations through the Human Rights Complaint procedure has detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

**5.07** The Joint Committee will be comprised of two (2) representatives selected by the Company and two (2) representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman.

**5.08** The Company will ensure appropriate training is delivered by a training source determined by the Company as follows:

1. All new hires will receive initial training during orientation and refresher training based on the training needs analysis.
2. Each member of the Joint Committee will receive refresher training as determined by the committee.
3. All Joint Committee members and Bargaining Committee members will complete a Unifor course paid by the Company.



## **ARTICLE 6 – UNION REPRESENTATION**

**6.01** The Company acknowledges the right of the Union to elect one (1) steward per shift for the Blenheim Interior Trim and one (1) steward per shift for the Blenheim Interior Parts of the plant plus one (1) Skilled Trades or Mould Mechanics plus one (1) Materials plus one (1) Plant Chairperson. The Company will recognize the following representatives as the Plant Committee/Negotiating Committee:

- 1 rep from Blenheim Interior Trim
- 1 rep from Blenheim Interior Parts
- 1 rep from Materials
- 1 rep from Skilled Trades or Mould Mechanics
- 1 Plant Chairperson

The duty of the Union representatives shall be to represent the Employees in the processing of grievances as outlined in the Grievance Procedure.

If the Plant Chairperson is from skilled trades or mould mechanics the skilled trades representative will not be part of the negotiating committee.

**6.02** The Union will inform the Company in writing of the names of the Committee person(s) including the Plant Chairperson, and any subsequent change in the names of the Committee person(s) and Plant Chairperson, and the Company will not be required to recognize the Committee person(s) and Plant Chairperson until such notification from the Union has been received.

**6.03** The Company will grant reasonable time off with pay during working hours for the Plant Chairperson, or Union representative to directly participate in the investigation and adjustment of grievances, or contract administration. Such permission will be granted during the shift and in no case later than two (2) working hours after the request, except in the case of an emergency. Upon returning to work the representative and grievor shall report back to their supervisor and/or designate. Permission granted by their supervisor will not be abused nor will excess time be used to transact such business.

**6.04** The Company agrees to recognize a Negotiating committee not to

exceed five (5) Employees that will be from the Plant committee, along with a Representative from the National Union, and/or the representative of the Unifor Local.

- 6.05** The Union will be allowed to post on a bulletin board, provided by the Company, notices approved by the Plant Chairperson, Officer of the Local Union, or the National Representative, regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Plant Manager or their representative. Such bulletin board to be equipped to lock and the key will be provided to the Union. All such notices must be signed by the proper officer of the Union and submitted to the Plant Manager for approval before being posted.
- 6.06** It is agreed that the Union, its members or agents shall not distribute or cause to be distributed any handbills, pamphlets, literature or Union material during working hours. It is agreed that the Company will allow the Plant Chairperson or their designate, to distribute, on a quarterly basis, a Unifor newsletter to its members at a location agreed upon between the Union and Company.
- 6.07** The Plant Chairperson shall have top seniority during their term of office for the purpose of layoff and recall subject to having the ability to perform the available work. The Company recognizes the need for the Plant Chairperson leave the plant for Union business during working hours paid at applicable rate. Reasonable requests by the Plant Chairperson will be granted. The Company agrees to allow the Chairperson to appoint a member of the committee to act in their absence if the absence is greater than two (2) consecutive days. Coverage for partial weeks will be covered by the day shift committee member or the day shift steward.
- 6.08** The Union and the Company will schedule plant quarterly Union management continuous improvement meetings. The Company also recognizes the need for the Negotiating Committee to meet in order to deal with plant issues. The Company will grant up to two (2) hours prior to each quarterly meeting for the committee to meet.
- 6.09** Should there be an elimination of a shift; the Union steward's status shall dissolve but not their committee status. If the eliminated shift restarts, Union steward status shall be returned during their term. All Union stewards shall have top seniority on the shift they are elected to, for the purpose of shift reductions, however maintain their

position plant wide for layoff purposes.

- 6.10** The Union agrees that there should be no Union activity of any kind during working hours, or on the premises of the Company, at any time, except as specified in this Agreement or in Article 6.06.

## **ARTICLE 7 – STRIKES AND LOCKOUTS**

- 7.01** The Union agrees that during the term of this Agreement there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work whether complete or partial for any reason by any employee or employees. There shall be no lockout by the Company.
- 7.02** During the continuance of this Agreement the Union agrees it will not counsel or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slowdown in the plant, or any curtailment of work or restrictions of, or interference with, production of the Company, and the Union will cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, or picket the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provisions of this section.
- 7.03** The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the Labour Relations Act, R.S.O. 1995, c.228 as amended.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01** A grievance is defined as an alleged violation of this Agreement or a dispute as to the interpretation or application of any provision of this Agreement.

The following procedure will be followed in settlement of such grievance(s):

### **Step One – Supervisor Level**

- The employee must submit their verbal grievance to their supervisor or the Company representative, within three (3) working days from the date of the alleged violation of the

Agreement. The supervisor shall render a verbal decision to the employee within three (3) working days following this meeting.

### **Step Two – Manager Level**

- If this employee is still aggrieved, the grievance shall be put in writing stating the nature of the grievance, the applicable paragraph of this Agreement alleged to have been violated, and the remedy sought, and shall be presented by the Committee person to the Department Manager, or their designate, within three (3) working days. The Manager shall meet with the employee within three (3) working days and then shall give their reply in writing to the employee within an additional three (3) working days of this meeting.

### **Step Three – Plant Manager's Level**

- If the grievance has not been settled at Step Two, the Plant Chairperson, prior to the expiration of five (5) days after receipt of the Manager's written answer, may request a meeting with the Department Manager. A mutually satisfactory date will be established for the Plant Manager or their representative to meet. At the time the grievance is presented to the Plant Manager or their representative, the Plant Chairperson, the three (3) members of the Plant Committee and a representative from the National office of the Union and/or a representative of the local may be present, if requested by the Union or the Company. The Company's answer shall be given to the Union, in writing within five (5) working days following this meeting. Unless otherwise agreed upon, these third step grievance meetings will be scheduled to coincide with a monthly Union management meeting.

**8.02** The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.

**8.03** No matter/issue may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

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

If any grievance is not answered by the Company or not carried forward by the Union to the third step within the time limits as set forth under the third step, or any mutual agreed extension to the time limits, will result in the grievance being settled in the Grievor's favour, or withdrawn by the Union, without prejudice or precedence.

**8.05** The Company shall not be subject to any financial liability for any period more than, up to ten (10) working days maximum, and prior to the date a grievance was filed in writing.

**8.06** Policy, Group, Suspensions or Discharge grievances initiated by the Company or the Union will be originated at the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step of the Grievance Procedure.

## **ARTICLE 9 – ARBITRATION**

**9.01** Failing a satisfactory agreement in third step of the grievance procedure, it shall be the responsibility of the party desiring arbitration to inform the other party in writing within ten (10) working days after the Plant Manager, or designated representative's response.

**9.02** It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and Union agree that the under mentioned persons shall be called to arbitrate on a rotation basis and in order to their listing:

Ted Crljenica  
Maurice Green  
Randy Levinson  
Michael Watters  
Richard MacDowell  
Louisa Davie

**9.03** The Arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

- 9.04** The decision of the Arbitrator shall be binding and final upon both parties. The Arbitrator shall be restricted in the award to the provisions of this Collective Agreement, and shall not in its award add to, delete from, or otherwise alter or amend any provisions of the Agreement, or deal with any matter not covered by this Agreement.
- 9.05** Each party will equally bear the expenses of the hearing and the fees of the Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 9.06** Any extension of time limits may be made by either party by mutual consent, in writing, or by the Arbitrator, who will advise the parties in writing.

## **ARTICLE 10 – DISCHARGE**

- 10.01** A claim by a regular employee that the employee has allegedly been wrongfully discharged, may be recognized as a grievance, provided that a written detailed statement of the reason for such grievance is filed, in writing at Step Two of the Grievance Procedure within three (3) working days after the employee has been notified in writing of such discharge.
- 10.02** A period of twelve (12) months with no recurrence of the same or related violation, from the date of issuance, of any disciplinary action given to an employee, will result in removal of said disciplinary action from the employee's personal record.
- 10.03** An employee being discharged will be given the opportunity to meet with their shift Union representative or a representative of the plant committee, for a reasonable period of time, not to exceed thirty (30) minutes, paid at the applicable rate, prior to leaving the plant.
- 10.04** a) When an employee is called into a meeting to discuss their alleged misconduct, which may result in disciplinary suspension or discharge, the Plant Chairperson and/or committeeperson shall be given an opportunity to be present.  
b) Prior to administering the above suspension or discharge a meeting will be held with the Plant Chairperson and/or the Committeeperson having jurisdiction regarding the Company's intentions.

c) The Company recognizes the employee's desire for disciplinary decisions to be made quickly. All disciplinary decisions will be administered to the employee within five (5) regular scheduled working days (Monday to Friday) for the employee involved, unless an extension is mutually agreed upon prior to expiry.

## **ARTICLE 11 – PROBATIONARY PERIOD**

**11.01** New hires shall be considered probationary until they have completed a total of (480) four hundred and eighty hours actually worked, within a (12) twelve consecutive month period, after which they shall become regular employees, as defined in clause 2.01 and 2.02 and their seniority date shall revert back to their date of hire upon completion of the above.

**11.02** During their probationary period, probationers shall be subject to release by the Company, at any time and for any reason, and the Company will have no responsibility for re-employment of probationers. Probationary employees shall have no rights of grievance under any terms of the Collective Agreement.

## **ARTICLE 12 – SENIORITY**

**12.01** The term “seniority”, as used herein, shall mean accumulated service, calculated from the date the employee actually begins work in the plant, and shall include any classroom training time.

**12.02** In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of employee's last names on their employment application at the time of hire.

**12.03** An employee will lose their seniority and employment with the Company will be terminated for any of the following reasons:

- a) If the employee voluntarily quits.
- b) If the employee is discharged and not reinstated through the grievance procedure
- c) If the employee retires.
- d) If the employee is absent without Company approved leave of absence, for three (3) or more consecutive working days, without advising the Company and providing reasonable cause to justify the absence.
- e) If an employee has been laid off and does not return to work within five (5) days from delivery of the first notice of the

registered letter, advising them to report for duty. A copy of the registered letter will be provided for the Plant Chairperson at the time of mailing

- f) If an employee is laid off due to lack of work and is not recalled for a period extending beyond their length of seniority or 48 months, whichever is less.
- g) If an employee accepts gainful employment while on leave of absence without first obtaining the consent of the Company in writing.

**12.04** It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and telephone number (listed or unlisted). If any employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee. Company to provide the Union with a copy of the change form filled out by the employee.

**12.05** The Company agrees to post an up-to-date seniority list. A copy of the seniority list will be provided for the Plant Chairperson.

**12.06** An employee who is no longer able to perform the work in their classification, but is capable of performing other duties, or any employee who has incurred a temporary or permanent partial disability, may after discussion with the Union, be assigned to or retained at an operation in which they are capable of performing, at the prevailing rate of pay of that position, consistent with the obligations under the Human Rights Code.

## **ARTICLE 13 – LAYOFF**

In the event management determines the necessity to reduce the numbers of employees in a shift, department, or classification in the plant, the following procedure shall be followed:

**13.01** Probationary and temporary employees will be laid off first. This may not apply to employees in a skilled trade or mould mechanic role.

**13.02** Such reduction in the workforce will be consistent with the Company's right to maintain a workforce, which has, at the time of lay-off, the qualifications and ability to perform the work available.

**13.03** On the basis of their seniority, senior employees affected by the reduction in workforce will displace the most junior employee:



- a) Within their classification
- b) And then they will displace the most junior employee in the plant.

**13.04** In cases of a temporary lay-off, not to exceed five (5) working days, an employee may be laid-off without regard to seniority, except between employees in the same classifications and shift as defined in 13.03.

**13.05** When an employee returns to work from a non-occupational illness or injury, occupational illness or injury, or other Company approved leave of absence, they will be reinstated in their former classification and shift, seniority permitting, if such position exists. If no such position exists, they will exercise seniority per clause 13.03 of this article.

**13.06** If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of the Company employees may be laid off and the layoff notice provisions of Article 13 will not apply.

**13.07** The Plant Committee shall be retained in their respective area of representation, in the event of a layoff regardless of their position on the seniority list. If no such work is available, they will be laid off under the lay-off provisions of the Collective Agreement.

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

## **ARTICLE 14 – RECALL**

**14.01** Recall of employees after layoff will be in the reverse order of layoff as outlined in the provision of Clause 13.01. Any employee who refuses a recall to any available job shall lose their seniority, and their employment with the Company will be terminated, subject to article 12.

## **ARTICLE 15 – JOB POSTING**

- 15.01** If a permanent job vacancy exists, or new job classifications are created in the plant, such openings shall be posted on the plant bulletin boards for a period of five (5) working days, during which time regular, qualified employees at work in the plant at the time of such job posting may make written application on the appropriate form, for such job vacancy. The Company will forward a copy of the Job Posting to the Union at the time of the posting. The employee will be notified within five (5) working days of the posting being filled. Notwithstanding the above, employees on STD, WSIB, Vacation, Bereavement, or approved Leave of Absence may make application for such job vacancy. The Company however has no obligation to notify any absent employees of any job posting.
- 15.02** Employees shall be entitled to only one (1) acceptance on a job posting in any six (6) month period, unless waived by the Company.
- 15.03** Employees bidding for a permanent job vacancy shall be considered by the Company, at the time of the job posting on the basis of seniority, provided the factors of ability and job qualifications are relatively equal. Applicants may be required to pass a Company written and/or practical skill test for positions requiring the operation of a lift truck or for a Mould Mechanic.
- a) When such permanent job vacancy exists, all posted back-ups will have first opportunity for a permanent vacancy within the classification which they are back-up to. If no posted back-ups post for the fulltime position, revert back to Article 15.01.
  - b) All employees bidding for Mould Mechanic will be required to achieve a minimum of (70) seventy percent on the written examination to advance to the next round. Of those that achieved (70) percent, the top (5) five by seniority will advance on to the practical examination. Of those that achieved (70) percent on the practical examination, the top seniority candidate will be awarded the position.
- 15.04** Employees' reclassification as a result of job bidding may be removed during the seven (7) day trial period by the Company, at any time up to seven (7) working days actually worked on the job.

Such employee will be transferred to their former classification if such vacancy exists, and if no such vacancy exists, the employee may then exercise their seniority by filling any existing vacancy in their current department provided the employee can do the work available. If no such vacancy exists, the employee may bump the least senior employee in their department, provided the employee can do the work available. The Company will select the next eligible employee from the job posting applications, if any.

- 15.05** Any subsequent job vacancies, if any, created by successful job bidding will be filled at the discretion of the Company.
- 15.06** Nothing contained in the Article shall be construed to limit the Company's right to hire new employees from outside, if there are no qualified employees within the bargaining unit to fill the vacancy.
- 15.07** The Company will endeavor to complete all training within (30) thirty working days with the exception of chemical handler which will be completed within sixty (60) working days from the date that the posting is awarded.
- 15.08** The employee awarded said job posting shall be paid the regular applicable rate as of the date of commencing the job or after 30 days (60 days for chemical handler) whichever occurs first. If the employee is not trained they will not be eligible for overtime for the new posting. This applies to full time positions only.

## **ARTICLE 16 – TEMPORARY ASSIGNMENTS / TRANSFERS**

- 16.01** It is understood and agreed between the parties that employees may be temporarily assigned, by the Company, to classifications other than their own, due to the varying of customer schedules and needs, as well as absenteeism, vacations, leaves of absences or the like. When such temporary assignments are made, the employee involved will be paid the rate of pay for their own position or the position to which they are being temporarily assigned, whichever is higher, for the length of the temporary assignment.
- 16.02** A transfer shall be considered temporary provided it does not exceed **thirty (30) calendar days**, and during this period, will not be subjected to seniority provisions of this Agreement. If such transfer exceeds this period, it will be declared as a temporary or

permanent vacancy and posted for job bidding. Such time limits may be extended by mutual agreement.

**16.03** Vacant jobs created as a result of illness, injury, or occupational accident or illness, or leave of absence, shall not be posted as permanent vacancies and may be filled by the Company on a temporary basis. The Company will attempt to utilize the seniority provisions of this agreement when possible.

**16.04** Non-standard assignments outside regular production duties will be canvassed by seniority on shift when possible.

## **ARTICLE 17 – PAID HOLIDAYS**

**17.01** The following shall be considered as paid holidays under the terms and conditions of Article 17 of this Collective Agreement:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

The Company and the Union will agree on four (4) additional days to be taken as Floater holidays during the Christmas holiday period.

**17.02** To be eligible for any Paid Holidays listed in clause 17.01 an employee must have worked all of their last scheduled work day before and all of their first scheduled work day after the holiday, unless the employee has reasonable cause for being unable to do so, unless clause 17.07 applies.

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

- a) The employee has been laid off
- b) The employee is receiving Worker's Compensation
- c) The employee is on sick leave absence from the Company
- d) The employee is on an approved leave of absence for more than twenty (20) calendar days.
- e) The employee is a probationary employee, in which case the pay for any Paid Holiday occurring during the Probationary Period will be paid on the first pay cheque immediately following the attainment of seniority rights.

**17.04** If a Paid Holiday falls within an employee's annual vacation, the

employee will receive their first scheduled day of return to work as an additional day added to their vacation or will be granted another day's pay in lieu of additional time off.

- 17.05** Employees eligible for payment of a Paid Holiday will be paid a normal day's pay on the basis of the applicable hourly rate of the job to which they are assigned the day prior to the Holiday, up to a maximum of eight (8) hours.
- 17.06** If any of the Paid Holidays listed in Clause 17.01 falls on a Saturday or a Sunday, (and has not been replaced by another day, by statute or decree), such Holiday will be observed either on the previous Friday, or the following Monday.
- 17.07** If an employee is laid off and recalled between December 10<sup>th</sup> and January 15<sup>th</sup>, and works the day before the lay-off day and works the day of their recall, the employee will be eligible for payment of any paid holidays during the period.

## **ARTICLE 18 – VACATIONS**

- 18.01** The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> annually. Regular employees who have accumulated at least one year of service on January 1<sup>st</sup> will be granted (10) days of vacation during the vacation year.
- 18.02** Employees with less than one (1) year seniority as of January 1<sup>st</sup> each year will be paid vacation in accordance with provisions of Part VII of the Ontario Employment Standards Act.

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

Employees with more than five (5) years but less than ten (10) years of seniority as of January 1<sup>st</sup>, three (3) weeks with vacation pay of six (6) percent of gross earnings based on the previous twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees with more than ten (10) years but less than twelve (12) years of seniority as of January 1<sup>st</sup>, four (4) weeks with vacation pay of seven (7) percent of gross earnings based on the previous

twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees with more than twelve (12) years seniority as of January 1<sup>st</sup>, four (4) weeks with vacation pay of eight (8) percent of gross earnings based on the previous twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

All employees with three (3) or more weeks of vacation will have the option to opt out of vacation in full week increments. All employees are required to take two (2) weeks of vacation time in relation to this clause. When this option is selected the applicable percent of vacation pay based on the previous twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> will be spread evenly over the remaining weeks. Deadline for submission of the opt out form is November 30<sup>th</sup> before the vacation year commences.

- 18.03** The scheduling of vacations will be based on the necessity of maintaining an efficient operation. Every effort will be made to grant the team member's request, considering the needs of production and giving preference by seniority, per classification.
- 18.04** All employees shall take their vacation in the next vacation year, January 1<sup>st</sup> to December 31<sup>st</sup>, and cannot accumulate vacation to be taken in any subsequent vacation year.
- 18.05** Vacation pay will be paid as continuous weekly pay while on vacation. All vacation earnings to be divided by the employee's eligible weeks. Employees can also choose to have their accumulated vacation pay, paid out in a lump sum on the third (3<sup>rd</sup>) pay in June of each year by making a formal request to be submitted by January 15<sup>th</sup> of each year.
- 18.06** The period or periods during which an employee may take their vacation shall be determined by the Company, except as follows. The Company will give preference to the most senior employees for preferred vacation dates, provided such employee makes application, on a form provided by the Company, to their Supervisor or representative, no later than April 1<sup>st</sup> of each year. Any vacation requests that are not submitted by October 1<sup>st</sup> will otherwise be assigned by the Company on the employee's behalf.
- 18.07** Time lost for verified sickness or while on Workers' Compensation, up to a maximum of one (1) year, will be deemed as time worked

at regular pay for computation of Vacation Pay.

- 18.08** For the purpose of computing vacation pay and entitlement, the vacation week shall be defined as starting Sunday at 12:00 a.m. and end the following Saturday at 12 midnight.

## **ARTICLE 19 – HOURS OF WORK**

- 19.01** The normal hours of work will be eight (8) hours per day and forty (40) hours will constitute a normal workweek.

The normal workweek will be comprised of five (5) consecutive workdays, Monday through Friday. For the purpose of computing weekly pay, the workweek shall be defined as starting Saturday at 11:00 p.m. and end the following Saturday at 11:00 p.m.

For employees on a one (1) shift schedule, the hours of work will be: 7:00 a.m. – 3:30 p.m.

For employees on a two (2) shift schedule the hours of work will be: 7:00 a.m. – 3:30 p.m. and 3:30 p.m. – 12:00 a.m.

For employees of a three (3) shift schedule the hours of work will be: 11:00 p.m. – 7:00a.m. and 7:00 a.m. – 3:00 p.m. and 3:00 p.m. – 11:00 p.m.

- 19.02** In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will provide the Union with as much advance notice as possible but no less than one (1) week.

- 19.03** This statement of the normal hours of work shall not be construed as a guarantee of any minimums or as a restriction of any maximum number of hours of work per week, except as otherwise provided in this Collective Agreement.

- 19.04** It is agreed and understood by the Union and its members that all employees will be required to rotate shifts, if requested by the Company, every fourteen (14) calendar days. The normal rotation will be nights to afternoons to days.

## **ARTICLE 20 – OVERTIME**

**20.01** Hours worked in excess of eight (8) hours in a normal work day will be paid for at the rate of one and one-half (1 ½) times the employee's base hourly rate.

Hours worked on Saturday will be at one and one half (1 ½) times the employee's base hourly rate.

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

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

**20.03** Overtime premiums shall not be paid more than once for any hours worked.

**20.04** The Union and the employees agree that overtime will be subject to Part VIII of the Employment Standards Act R.S.O. 2000.

The Company will make every effort to solicit overtime on a voluntary basis. When customer requirements exceed the supply of product, the Company may require employees to work up to eight hours each in any given week in order to meet demand and ensure job security.

When it is determined that mandatory overtime is required the Company agrees to meet with the Plant Chairperson to discuss such overtime assignment and the necessity to have overtime worked. The Company will post mandatory requirement by the end of the applicable shift on Thursday (i.e. Nights by 7 am, Days by 3 pm or 3:30 pm, Afternoons by 11 pm or 12 am).

All mandatory overtime will be assigned by seniority for the applicable shift by the Company starting with the most junior qualified employee through the most senior qualified employee until the required amount is satisfied.

Employees with vacation the day before the mandatory overtime



or after the weekend will be excused from mandatory overtime as long as the vacation was approved prior to the posting of the mandatory overtime.

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

**20.06** The Company shall distribute overtime equally, within a 12 hour range weekly, among qualified employees, performing the work, on the shift for which the overtime is required. Employees unable to work overtime shall be considered to have worked for the purposes of equalization.

A weekly record of overtime worked and refused will be made available and posted outside the Union Office.

## **ARTICLE 21 – SHIFT PREMIUMS**

**21.01** A shift premium of forty (\$.40) cents shall be paid to all employees working on the second (2<sup>nd</sup>) shift, and eighty (\$.80) cents for the third (3<sup>rd</sup>) shift.

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

## **ARTICLE 22 – REPORTING – IN PAY**

**22.01** Any employee who has not been notified in advance “not to report for work”, and who reports for their regular scheduled shift, will be given at least four (4) hours work. If no work is available, the employee will be paid for a minimum of four (4) hours, at their base hourly rate.

**22.02** The obligation of the Company under clause 22.01 will not prevail:

- 1) If no work is available because of:
  - a) A power shortage or a failure of power supply.
  - b) Any other condition beyond the control of the Company.
- 2) If the employee has not kept the Company informed of their current address and a telephone number.

## **ARTICLE 23 – CALL BACK PAY**

**23.01** An employee who has completed their full daily or weekly shifts, and has left the plant, and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable overtime rate. Employees called back under this Clause will be guaranteed a minimum of four (4) hours of work or pay determined by the Company.

## **ARTICLE 24 - OCCUPATIONAL ACCIDENTS OR ILLNESS**

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

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

**24.02** When such employee returns to work, they will be reinstated to their former classification, under the Seniority provisions, of the Collective Agreement.

**24.03** Any employee's reinstatement after an occupational accident or illness is conditional on the employee supplying a certificate from a physician identifying the employee is capable of returning to work with no restrictions or with restrictions.

**24.04** The Company may require an employee to undergo a medical examination or examinations by a Company physician, or a physician of the employee's choice, and the Company shall bear the expenses incurred in connection therewith. In the event of a dispute between two physicians concerning the validity of an occupational illness or injury, the Company and the Union will select a third party physician and their opinion will be binding on both parties.

## **ARTICLE 25 – SICK LEAVE OF ABSENCE**

- 25.01** Employees, who are permitted to go home due to non-occupational illness or injury, will not be paid for the remainder of their shift.
- 25.02** Any employee's reinstatement after sick leave is conditional on the employee supplying a certificate from a physician identifying the employee is capable of returning to work with no restrictions or with restrictions. Doctors notes provided for three (3) consecutive days absent or more will be paid for by the Company. Where the Company requests Doctors notes for absences of less than three (3) days, they will be paid for by the Company.
- 25.03** When such an employee returns to work, they shall be reinstated to their former classification, under the seniority provisions of the Collective Agreement. In the event of a dispute between two physicians concerning the validity of a non-occupational illness or injury, the Company and Union will select a third party physician, and their opinion will be binding on the parties.

## **ARTICLE 26 – PERSONAL LEAVE OF ABSENCE**

- 26.01** A personal leave of absence, without pay, may be granted to an employee at the sole discretion of the Company. Such application must be made to the Plant Manager or their representative as early as possible and written approval must be obtained from the Plant Manager or their representative before such leave can start.
- 26.02** When such an employee returns to work, the employee shall be reinstated to their former classification under the seniority provisions of the Collective Agreement.

## **ARTICLE 27 – MATERNITY AND/OR PARENTAL LEAVE**

- 27.01** Maternity and/or Parental leave of absence will be in accordance with the Employment Standards Act RSO – 2000. Company to treat said leave as time worked for the purpose of the calculation of vacation pay. Such calculations to be based on forty (40) hours per week at employee's applicable rate of pay.

## **ARTICLE 28 – LEAVE FOR UNION BUSINESS**

**28.01** a. An employee(s) elected or nominated by the Union to a position in the Local or National Union may be granted a leave of absence without pay for a period not to exceed twenty (20) days per year, provided such request is made in writing at least two (2) weeks in advance to the Plant Manager unless mutually agreed upon and not unreasonably denied. Subject to scheduling requirements and the impact on the operation (efficiencies/costs) that may be incurred, not more than two (2) employees may be granted such leave at any one time.

b. An employee(s) elected or nominated by the Union to attend training related to their Union responsibilities may be granted a leave of absence not to exceed ten (10) days per year, provided such request is made in writing at least two (2) weeks in advance to the Plant Manager unless mutually agreed upon and not unreasonably denied. Subject to scheduling requirements and the impact on the operation (efficiencies/costs) that may be incurred, not more than two (2) employees may be granted such leave at any on time.

C. An employee elected or appointed to a full-time office in the National or Local Union, may be granted a leave of absence without pay for a period not to exceed three (3) years, provided such request is made in writing at least two (2) weeks in advance to the Plant Manager unless mutually agreed upon and not unreasonably denied. An employee covered by this clause shall retain and accumulate full seniority rights. The Company shall continue to pay its share of premiums necessary to provide the employee with benefits and pension under the Agreement and the Union agreed to promptly reimburse the Company for all costs associated with the continuation of benefits and pension for the employee.

## **ARTICLE 29 – BEREAVEMENT LEAVES OF ABSENCE**

**29.01** When a death occurs in the immediate family of an employee, the employee shall be allowed five (5) days off with regular straight time pay for any hours of work lost to attend the funeral. For the

purposes of this article, immediate family shall mean:

**Employee's**

Spouse or same sex partner  
Mother  
Father  
Son  
Daughter  
Brother  
Sister  
Step-child  
Step-parent  
Half sibling  
Step sibling  
Grandchild

**Spouse's**

Three (3) days off with regular straight time pay for any hours of work lost will be paid to an employee to attend the funeral of:

**Employee's**

Grandparent  
Step-grandparent  
Biological Child's parent

**Spouse's**

Grandparent  
Sister  
Brother  
Mother  
Father  
Brother's spouse  
Sister's spouse

Employees unable to attend the funeral of an immediate family member will be granted a paid day of bereavement for the death. This day shall be scheduled as close as practical to the day of the funeral.

**29.02** The employee will notify their immediate supervisor in the event of required bereavement leave approval.

**29.03** Such paid bereavement leave as described in Clause 29.01 is only available where the employee would otherwise be at work during this period. Proof of death may be requested by the Company.

- 29.04** In the event that a death occurs during an employee's scheduled vacation, the employee must notify the Company to change vacation days to bereavement entitlement and vacation days must be requested as per 18.03.

## **ARTICLE 30 – JURY DUTY**

- 30.01** An employee who is called for Jury service or is subpoenaed to court shall be excused from work for the days on which they serve. The employee shall receive, for each day of service on which they would have worked, the difference between eight (8) times their base hourly rate and the payment they receive for Jury service. The employee will present proof of service and the amount of Jury duty fee paid by the court.
- 30.02** The Company agrees to grant a leave of absence for imprisonment under conviction arising from a motor vehicle, for employees to serve a prison term, one time only, not to exceed six (6) months without pay, and all other benefits. Group Insurance coverage such as E.H.C., Weekly Indemnity, Dental, Life Insurance and Pension will continue only for the first thirty (30) calendar days of such leave of absence.

## **ARTICLE 31 – SAFETY AND HEALTH**

- 31.01** The Company and the Union realizing the benefits to be derived from a safe and healthy place of employment, agree that they, together with all employees, the Union Negotiating Committee and Stewards, Supervisors, and Joint Health and Safety Committee will co-operate to the fullest extent to promote safe work practices, health conditions, and enforcement of safety rules.
- 31.02** Safety equipment and devices will be in accordance with the provisions of the Province of Ontario Health and Safety Act.
- 31.03** The Committee shall establish a plant Health and Safety Committee made up of Union and Company representatives. The Committee will hold regular meetings and safety inspection tours of the plant. The function of the Committee shall be to advise the Plant Management concerning safety and health matter(s), not to handle grievances. The Company and the Union agree that from time to time, representatives of Management and/or the Plant

Chairperson may attend Health and Safety Committee meetings. The Company agrees to certify two of the existing committee reps once elected/appointed. Once as a committee member to act as Certified Rep and the other to act as Back-up Certified Rep.

- 31.04** All employees that are required to wear safety shoes or boots as a condition of employment must wear Company and CSA approved foot protection. The Company will pay for those employees that required to wear safety footwear, two hundred and forty dollars (\$240.00) every 24 months toward the purchase of safety footwear during that 24 month period. Any employee whose footwear is rendered unsafe as a result of abnormal wear and tear from work duties may be entitled to a second allowance in any given two (2) year period. If this allowance is granted, the purchase date of the new safety shoes resets to the 24 month period.

All skilled trades and Mould Mechanic employees will receive a maximum of three hundred and fifty dollars (\$350.00) every 24 months toward the purchase of safety footwear during that 24 month period.

- 31.05** All employees working in Company designated safety glass areas will be required to wear safety glasses provided by the Company as a condition of employment.

The Company agrees to pay 100% of the cost of prescription CSA approved safety glasses from a Company Approved Provider, once each consecutive twelve (12) month period from the date of last purchase, if necessary.

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

- 31.06** Prescription safety glasses damaged on the job (severely spotted glasses included) will be replaced by the Company at no cost to the employee.

- 31.07** The Company will supply Skilled Trades and Mould Mechanics with coveralls, and Conventional Lead hands with pants.

## **ARTICLE 32 – LUNCH AND REST PERIODS**

- 32.01** a) In a one (1) or two (2) shift operation, there shall be two (2) fifteen (15) minute paid rest periods in each half shift, and a thirty (30) minute unpaid lunch period approximately midway through the shift.
- b) In a three (3) shift operation, there shall be two (2) fifteen (15) minute paid rest periods in each half shift, and a twenty (20) minute paid lunch period approximately midway through the shift.
- c) If an employee is required to work a twelve (12) hour shift, there will be another fifteen (15) minute paid break.

It is understood that from time to time, extra rest periods or lunch breaks may be given to employees by the supervisors when production demands will permit such additional periods. These additional periods do not constitute additional rights outside the limits mentioned above, regardless of their duration, unless specifically authorized in writing by the Plant Manager.

## **ARTICLE 33 – MAINTENANCE TOOLS**

- 33.01** Maintenance and Mould Mechanic employees, as a condition of employment, will be required to provide their own hand tools and measuring devices. An annual Tooling Allowance of \$650 in each year of the collective agreement will be paid to all Maintenance and Mould Mechanic employees by separate cheque on the first pay period in May of each year.

## **ARTICLE 34 – AGREEMENTS**

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

## **ARTICLE 35 – APPENDIX “A” - JOB CLASSIFICATION – WAGES**



**35.01** The hourly rates for the Job Classifications covered by this Agreement are outlined in Appendix “A” of this Agreement and by reference herein are made part of this Agreement.

**35.02** The attached letters of agreement, hereinafter referred to as Appendix C are considered an integral part of the Collective Bargaining Agreement.

## **ARTICLE 36 – APPENDIX “B” – EMPLOYEE BENEFITS**

**36.01** The Employee Benefits Section is designated Appendix “B” of this Agreement and by reference herein are made part of this Agreement.

## **ARTICLE 37 – PAID EDUCATIONAL LEAVE**

**37.01** The Company agrees to pay into a special fund four (\$.04) cents per hour per employee for each year of the collective agreement, for all paid hours in order to provide for Paid Educational Leave. Such leave will serve to upgrade employee skills in all aspects of Trade Union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to: Unifor Leadership Fund, P.O. Box 897, Port Elgin ON N0H 2C0. Leaves of absence without pay will be granted to employees in order to attend such courses, provided sufficient advance notice is provided to the Company to ensure customer demands are met.

## ARTICLE 38– DURATION OF AGREEMENT

**38.01** This Agreement shall become effective the 1<sup>st</sup> day of December 2020 and shall remain in effect until the 30<sup>th</sup> day of November 2024 inclusively. Either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the terms of the Collective Agreement within a period of ninety (90) days prior to the date of termination.

Signed by their duly authorized officials, this

### **FOR THE COMPANY:**

B. Wagar \_\_\_\_\_

L. Jubenville \_\_\_\_\_

A. Turner \_\_\_\_\_

S. Winterkorn \_\_\_\_\_

K. Moerman \_\_\_\_\_

### **FOR THE UNION:**

M. Lovric \_\_\_\_\_

J. McFadden \_\_\_\_\_

B. Weiss \_\_\_\_\_

T. denBoer \_\_\_\_\_

T. Sales \_\_\_\_\_

P. Roegiest \_\_\_\_\_

## APPENDIX “A”

### JOB CLASSIFICATION AND WAGE SCHEDULE

	Start	9 Mos.	18 Mos.	27 Mos.	Full Rate 36 Mos.
Effective December 1, 2020					
FIP Operators, Production Assembler, Foam Operator	15.95	16.65	16.95	17.25	18.50
Electricians/Mechanics					30.00
Mould Mechanic					21.50
Effective December 1, 2021					
FIP Operators, Production Assembler, Foam Operator	16.33	17.03	17.33	17.63	18.88
Electricians/Mechanics					30.38
Mould Mechanic					21.88
Effective December 1, 2022					
FIP Operators, Production Assembler, Foam Operator	16.70	17.40	17.70	18.00	19.25
Electricians/Mechanics					30.75
Mould Mechanic					22.25
Effective December 1, 2023					
FIP Operators, Production Assembler, Foam Operator	17.20	17.90	18.20	18.50	19.75
Electricians/Mechanics					31.25
Mould Mechanic					22.75

New hire effective December 1st, 2020, once they reach seniority, will have the option to delay benefits and earn the 9-month rate. At 9 months all employees will be enrolled into the health and dental benefit plan and receive the 9-month rate of pay.

#### **Skilled Trades**

Skilled Tradesmen who hold a certificate of qualification in both the Electrical and Mechanical trades will receive a premium of \$2.00 for all hours paid.

#### **Leadhands & Water Strider**

Leadhands & Water Striders, if required to operate the plant efficiently, will be appointed by the Company and will be paid seventy-five cents/hour (\$0.75) for all hours actually worked as Leadhands and Water Strides

above the highest rate of the classification lead when performing Company assigned Leadhand or Water Strider duties. Leadhands or Water Strider will not have the authority to recommend or administer discipline.

## **Shipper-Receiver**

Operators functioning as Shipper-Receivers and Cycle Counters will receive a seventy-five cents/hour (\$0.75) premium for all hours actually worked as Shipper-Receivers.

## **Chemical Handlers**

Operators functioning as Chemical Handlers will receive a fifty cent/hour (\$0.50) premium. Posted chemical handler will work straight day shift.

## **TWI Trainer**

Trainers, if required to operate the plant efficiently, will be appointed by the Company and will be paid a fifty cents/hour (\$0.50) premium for all hours actually worked as a trainer.

## **Plant Chairperson**

Plant Chairperson will be paid 1.3 times the rate of the highest rate in the plant excluding skilled trades. If a skilled trade's person is elected as Plant Chairperson they will retain their current skilled trade's rate.

## **Labeler (when it is a full time role)**

Operators functioning as a Line Labeler will receive a \$0.50 per hour premium for all hours actually worked as a labeler.

## **Supplementary Staffing**

The parties recognize that the Company requires the use of Supplementary Staffing to meet the following needs of the business:

1. The purpose of the Supplementary Staffing is to provide short-term employees that will be available from time to time to augment or substitute for the permanent employees for reasons such as the following,

- approved time off such as Leave of Absence, Vacation during the period of May 1<sup>st</sup> through August 31<sup>st</sup>, etc.
  - replacing an employee's absence due to WSIB/WI/Modified duties (subject to Article 16)
  - abnormally high absenteeism
  - in the event of an emergency
  - program launches
  - other situations as jointly agreed by Management and the Union, such as; abnormally high overtime
2. Except in the case of Vacation Replacement and Program Launch(s) in no case will the Company allow a supplementary employee to work more than four hundred and eighty (480) hours worked in a calendar year.
  3. Those teammates hired for the purpose of supplemental part-time employment will not be permitted to gain seniority status. Those teammates will be considered should full time employment arise.
  4. Supplementary employees who become permanent employees will have their seniority date established by counting back sixty (60) working days from the date they completed their four hundred and eighty (480) hours worked, this date is not to precede their start date.
  5. Supplementary employees will not be utilized while any qualified permanent employees are on lay-off with the right to be recalled.
  6. Supplementary Employees will not be eligible for benefits.
  7. Supplementary/Student employees shall be paid fifty (50) cents below the starting rate.
  8. Supplementary /Student employees will not be paid the respective overtime pay rate until 40 hours are worked during a given week. Supplementary/Student shall be paid the applicable shift premium.
  9. All Supplementary/Student employees will be canvassed for overtime on their respective shift, last in the department for which they are placed and after Leadhand and Plant Chairperson.

## APPENDIX “B”

### EMPLOYEE BENEFITS

#### 1. Group Insurance Benefits

The Company agrees to pay one hundred (100%) percent of the monthly premium to provide Employee Group Insurance Benefits, under the Provisions of a master policy, for the duration of the Agreement, as follows:

- a) Group life insurance benefit for regular employees in the amount of twenty-eight thousand dollars (\$28,000).
- b) An extended health care benefit for employees and their eligible dependents, which will reimburse 100% of the eligible costs for the following expenses over and above those paid by the provincial health insurance plan:
  - I. Ambulance services
  - II. Specific medical equipment and special medical supplies
  - III. Nursing care limited to ten thousand (\$10,000.00) dollars per illness
  - IV. Hearing aids, including the cost of batteries, to a maximum of five hundred (\$500.00) dollars in three (3) calendar years. If the hearing disability extends to both ears, the limit is doubled.
- c) I. A drug and treatment benefit including the use of a drug benefit card to reimburse the cost of drugs available only by prescription, and with a dispensing fee cap of ten (\$10) dollars as follows:
  - Manulife’s two tier drug plan with a 60% / 80% coinsurance.
  - 100% of the cost of an available generic prescription drug delivered through the preferred provider. Generally, drugs which would be covered at 60% under the Manulife formulary will not be available at the Preferred Provider.

- "Prior Authorization", there are situations which due to special needs an individual needs a medication which would not be covered. With medical evidence to support that this was the appropriate drug protocol, we will cover at the 80% rate if dispensed through local pharmacy and at 100% if the medication is available through the preferred provider.

As well, Services of a Chiropractor, Chiropodist, Massage Therapist, Acupuncturist, Physical Therapist, Psychologist or Naturopath will be reimbursed to a maximum of \$50.00 per visit up to a combined total limit of \$1,500 per year.

- II. Company agrees to provide a Health Care Spending Account annually in the amount of two hundred (200) dollars for single coverage and four hundred (400) dollars for family coverage, plus ten (10) dollars per year of service to a maximum of ten (10) years. As set out in tax legislation, amounts remaining at the end of the calendar year can be carried forward for only one year.

- d) A dental benefit, payable at ninety (90%) subject to the maximums of insured services provided by the master policy and the Dental Fee Schedule for the Province of Ontario Dental Association, for regular employees. The Dental Benefits will be assessed on the prior year's Dental Fee Schedule for the Province of Ontario.

The Company agrees to provide a dental benefit for basic dental services, subject to routine visits covered if no less than nine (9) months apart, payable at ninety (90%) percent. Dependent children will be allowed to claim routine visits at intervals of six months.

The Company agrees to provide a dental benefit for major restorative services payable at 50% to an annual maximum payment of fifteen hundred (\$1,500) dollars.

The Company agrees to provide an orthodontic benefit for dependent children payable at 50% to a lifetime maximum of one thousand (\$1000) dollars.

- e) A prescription vision care benefit under the extended health care benefit to a maximum of two hundred fifty (250) dollars in any

twenty-four (24) month period for employees and their families covered under the Company group plan.

## **2. Weekly Indemnity**

The Company will pay one hundred (100%) percent of the monthly premiums, for regular employees, to provide weekly indemnity insurance benefits, under the provisions of a master policy, coverage to provide benefits on a 1-1-4 basis, including 1<sup>st</sup> day for scheduled outpatient day surgery at a coverage level of 66-2/3% of basic weekly wage to a maximum of thirty nine (39) weeks. The Union and the employees agree that the Company will be entitled to the full employer/employee employment insurance commission (E.I.C) reduction benefit.



3. Pensions

The Company will provide a pension plan as described in the master pension plan for Woodbridge Plant hourly employees as follows:

All eligible participating employees hired before January 1, 2013 covered by the terms of the pension plan shall receive a benefit of twenty-three (23) dollars per month per year of credited service in each year of the collective agreement.

All eligible participating maintenance employees hired before January 1, 2013 covered by the terms of the pension plan shall receive a benefit of twenty-seven (27) dollars per month per year of credited service in each year of the collective agreement

All eligible participating employees above hired before January 1, 2013 will also be eligible for a Defined Contribution Plan. Employee contribution levels will be up to 5% of their base earnings and Company match will be 50% to an annual maximum of:

Year 1 - \$200

Year 2 - \$225

Year 3 - \$250

Year 4 - \$275

The skilled trade's employee's annual maximum for the DC plan will be as follows:

Year 1 - \$250

Year 2 - \$275

Year 3 - \$300

Year 4 - \$325

Those employees hired after January 1, 2013 but before November 30, 2016 will be enrolled into a Defined Contribution Plan and Defined Benefit plan after a 1 year waiting period. Employee contribution levels will be up to 5% of their base earnings and Company match will be 50% to an annual maximum of:

Year 1 - \$650

Year 2 - \$675

Year 3 - \$700

Year 4 - \$725

The skilled trade's annual maximum for the DC plan will be as follows:

Year 1 - \$650

Year 2 - \$675

Year 3 - \$700

Year 4 - \$725

The Defined Benefit is at twelve (12) dollars per month per year of credited service.

The Defined Benefit is at fourteen (14) dollars per month per year of credited service for skilled trades.

New Hires (hired after December 1, 2016): Will be enrolled into a Defined Contribution Plan after a one (1) year waiting period. The Company will contribute two (2) percent of base wages into a Defined Contribution Plan. The employee will have the option to also contribute up to a maximum of five (5) percent.

#### **4. Lay-off**

It is agreed and understood by the Union, that the Group Insurance Benefit, and Pension outlined in Appendix "B" will be suspended, at the end of the month following the month of layoff, and at the end of the month of the commencement of any leave of absence, and after one (1) year of absence due to an injury or illness that would qualify for compensation under WSIB or Weekly Indemnity. Group Insurance Benefits and Pension will terminate at the date of termination of employment or at the date of retirement, whichever comes first.

## **LETTER OF UNDERSTANDING # 1**

To: Plant Chairperson

### **RE: Woman's Advocate**

The Company and the Union agree that female employees may sometimes need to discuss with another woman, matters such as violence or abuse in their personal lives. They may also need to find out about special resources in the community such as counselors or women's issues.

The parties agree to recognize a C.A.W. female member who will serve in the role of the Woman's Advocate. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality.

The parties also recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (ie. Doctor, Lawyer, professional counselor), a woman who is in an abusive or violent personal or domestic situation may not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and may not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measure.

The Woman's Advocate will develop appropriate communication to inform the female employees about the advocacy role.

In recognition of the above parties agree that a minute of silence will be observed, and the workers will stop working, each year in memory of women who have died due to acts of violence. This minute will be observed on December 6<sup>th</sup> at 11:00a.m.

The Union will ensure that the member appointed will receive appropriate initial training. The Company agrees to cover the cost of annual refresher training.

Lisa Jubenville  
Human Resources Manager

## **LETTER OF UNDERSTANDING #2**

To: Plant Chairperson

### **RE: Skilled Trades and Mould Mechanics Related Courses**

The Company agrees to reimburse skilled trades and mould mechanics upon successful completion of Company approved courses. Approval must be obtained prior to signing up for the course and must be related to their position at Woodbridge.

Lisa Jubenville  
Human Resources Manager

## **LETTER OF UNDERSTANDING #3**

To: Plant Chairperson

### **RE: Social Justice Fund**

The Company agrees to set up a social justice fund. The purpose is to provide financial assistance to such entities as food banks, registered Canadian charities and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

The Company will make an annual contribution to such fund in the amount of one thousand dollars (\$1000) and will send contributions to:

Unifor Social Justice Fund  
National Office  
205 Placer Court  
Toronto, ON M2H 3H9

Lisa Jubenville  
Human Resources Manager

## **LETTER OF UNDERSTANDING #4**

To: Plant Chairperson

### **RE: Development of New Products**

The Company agrees to work with the Union on the development of new and existing products for the Interior Parts and Interior Trim Lines within the Blenheim Facility. The Blenheim facility is fortunate to have development staff within our Plant to plan and develop new products. As these products are developed we need to rely on Process and Development staff to refine and perfect production methods to ensure we develop the best parts possible for future production. This will require Process and Development staff to carry out small scale production duties. The Company understands and acknowledges that as these parts and programs increase in volume we will engage our Production Teammates to produce these parts. The Company will work with the Union to communicate volumes on programs and parts to ensure we are consistent with this letter.

The Union understands that the Corporate Development staff within our facility does also work to develop parts and programs that are not part of future production plan for the Blenheim facility. These programs will be developed by Process and Development staff.

Lisa Jubenville  
Human Resources Manager

## **LETTER OF UNDERSTANDING #5**

To: Plant Chairperson

### **RE: EFAP (Employee Family Assistance Program)**

During our 2016 negotiations the Company and Union discussed at length the issues of potential substance abuse in our facility and the resulting effect on our people, their families, their fellow employee, the productivity of our plant and the resulting negative impact, a wide range of personal problems that may have an adverse effect on an employee's abilities and performance. These problems may include physical illness, mental or emotional stress, marital or family problems, substance abuse, legal, debt or other life-related problems. These problems affect the operations at the plant and the daily lives of our employees, co-workers and their families.

The Company recognizes the importance of a continuous co-operative effort between management, Union representatives and our employees in this regard.

The Company agreed to work with Unifor to recognize an EFAP Representative, appointed by the union after consultation with the Human Resource Manager. This individual would have specific knowledge and training in dealing with the employee or immediate family members as defined in our benefit policy who suffer from substance abuse.

The parties understand that information obtained by this representative must be treated in a confidential manner and can only be shared with Human Resources Manager.

The company understands that the representative may from time to time, require with pay time off the job and/or away from work in order to assist employees. Should this occur the employee would be paid the balance of a shift. Such time off the job and/or away from work will need to be communicated to the Company prior to it being granted with respect to privacy being maintained.

The parties agree that these efforts will help provide our people with an easy and convenient opportunity to access the assistance they may require, which is a critical step in any recovery process.

The parties agree that during the life of this agreement that the company will pay for the cost of the EFAP to attend the training and the union will pay for the EFAP course.

Lisa Jubenville  
Human Resources Manager

## **LETTER OF UNDERSTANDING #6**

To: Plant Chairperson

### **RE: Plant Closure**

Our objective at Woodbridge Foam is to operate a competitive business at each of our plants. We recognize, however, that business conditions are constantly changing. In the interest of our relationship with Unifor and our employees, we believe it is useful to express our commitment in the event of a plant closure in the future. Woodbridge undertakes to provide the Union six (6) months advance notification of the intended plant closure. Following notice, the Company would prepare to meet with the Union for the purpose of negotiating a plant closure agreement. Such discussion would occur immediately following the notice to the Union.

Lisa Jubenville  
Human Resources Manager



## **LETTER OF UNDERSTANDING #7**

To: Plant Chairperson

### **RE: Apprenticeship Program**

During the 2020 Collective Agreement Negotiations the Company and the Union discussed the implementation of a skilled trade apprenticeship program at the Blenheim facility. Both parties recognize the value of attracting developing and retaining employees in the maintenance classification. Therefore, as a part of the Agreement the parties will put together a cross-functional committee whose goal will be to develop and implement the apprenticeship program during the life of the agreement.

Lisa Jubenville  
Human Resources Manager