

COLLECTIVE AGREEMENT

B E T W E E N:

TAYCO PANELINK LTD.

(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

LIUNA LOCAL 183

(hereinafter referred to as the "Union")

OF THE SECOND PART

WHEREAS the Employer and the Union are desirous of entering into a Collective Agreement;

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and the Union, to secure the prompt and equitable disposition of grievances and to promote the efficient operation of the Employer's business. This Agreement shall govern the relationship between the Employer and the Union.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all of its employees employed in and out of the City of Toronto, save and except Supervisors, persons above the rank of supervisor, office, sales and clerical staff and students employed during the school vacation period (the "bargaining unit").

2.02 **No Contracting In/Out**

In respecting the integrity of the bargaining unit, no employee covered by this agreement shall be laid-off, or suffer a loss of regular earnings, as the result of contracting-in of work. In the event the Employer considers, intends or wishes to contract out work covered by this Collective Agreement given economic and/or operational considerations, it shall provide timely advance notice to the Union, and the two parties shall together make every effort to avoid layoffs and loss of regular earnings to bargaining unit employees that may otherwise result from contracting out. As such, contracting in or out is permitted provided the aforementioned criteria are met, regardless of the reason.

The Employer further agrees that its representatives not covered by the terms and conditions of this Collective Agreement shall not perform bargaining unit work except for purposes of meeting customer demand and/or deadlines in the normal course, for purposes consistent with historical practice, and for purposes of instruction or in cases of emergency where bargaining unit members with the necessary skill and ability are not readily available.

The Employer may use agency workers for the purposes of meeting customer demand and/or deadlines in the normal course or for the purposes of covering the vacation periods or other leaves of bargaining unit employees. In any event no agency worker shall be employed continuously for a period in excess of 55 worked days, or in excess of a total of 55 days worked in the same position in a twelve (12) month period, in a temporary capacity. Upon completion of 55 continuous days worked, or 55 total days worked in the same position in a twelve (12) month period, an agency worker shall be deemed to be an employee and his or her seniority date shall be the date he or she is deemed to be an employee. The days worked by the agency worker will count towards the waiting period for participation in the Employer's group benefits plan. An agency worker who becomes an employee will be required to serve the probationary period referred to in Article 15.02 if, in the twelve (12) month period prior to becoming an employee, he or she has not previously held the position, or has worked less than 25 days in the position, to which he or she posts, or a probationary period of 30 days worked if he or she has worked at least 25 days in the position in the twelve (12) month period prior to becoming an employee, in order to establish the employee's ability to fulfill the full scope of duties of the position.

The Employer will give notice to the Union of anticipated extended use of agency workers.

ARTICLE 3 - RELATIONSHIP

3.01 Both the Union and the Employer agree that there shall be no discrimination of any kind against any employee by reason of sex, race, colour, creed, religion, national origin or age or any other prohibited ground of discrimination prescribed by applicable legislation.

3.02 (a) The Employer and the Union agree that there shall be no discrimination, coercion, restraint or undue influence on account of membership, non-membership, activity or non-activity with any labour organization or with respect to the exercise of any rights under the Collective Agreement or the *Labour Relations Act, 1995* (the "Act").

(b) The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Employer or by any of its members or representatives, and that there will be no solicitation for membership or other Union activity at the place at which an employee works during his working hours, except as provided in this Agreement.

3.03 **Union Security**

Each and every employee shall, when working in a position within the bargaining unit defined in Article 2.01 above, be required as a condition of employment to have monthly Union dues deducted from his/her total gross earnings (a) in an amount equivalent to 1.8% of total gross earnings; and (b) regular monthly dues in an amount set by the Union, which amount the Union shall advise in writing to the Employer. Thereafter, the Employer agrees to make such deductions from the pay due to its employees in each calendar month and to remit same not later than the fifteenth (15th) day of the following month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, provide the names of the employees from whose pay such deductions are made, together with their Social Insurance Numbers.

The Employer shall obtain employees' consent for the release of such information (which may include address, phone number, date of birth, Social Insurance Number, etc.) as may be required by any applicable privacy legislation.

3.04 The Union agrees to indemnify and save the Employer harmless from any claim arising pursuant to any deductions made under this Article.

3.05 The Employer agrees that an authorized Business Representative of the Union who is not employed by the Employer may, upon request to management, be allowed access to the plant. Permission for access shall not be unreasonably withheld. It is understood that the Business Representative's attendance shall not disrupt the employees' work or otherwise be disruptive to the Employer's operations.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except as limited by this Agreement, the management of the plant and direction of employees are functions fixed in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer or retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he or she has been disciplined or discharged by the Employer without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time-to-time, reasonable rules and regulations to be observed by employees;
- d) determine the nature and kind of business conducted by the Employer, the kinds of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the shifts, the number of employees to be

employed, the duties and classifications, job extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

ARTICLE 5 - GRIEVANCE COMMITTEE AND STEWARDS

5.01 The Employer agrees to recognize four (4) Stewards, one (1) of whom shall be on the afternoon shift, to be selected by the Union, one (1) of whom shall be recognized as the Chief Steward. All Stewards shall be regular and full-time employees of the Employer and shall have at least six (6) months of service with the Employer prior to assuming office as a Steward. Notwithstanding the provisions of Article 15- Seniority, the Employer agrees that the Stewards will be the last to be laid off (in order of their respective seniority) in the event of a lay-off and the first to be re-called (in order of their respective seniority), provided that the Steward has the immediate skill and ability to perform the remaining available work.

5.02 The Union shall inform the Employer in writing of the Stewards' names and of any subsequent changes in the Stewards' names.

5.03 The Union acknowledges that Stewards have their regular duties to perform for the Employer and, therefore, Union business is to be conducted outside of work hours except in exceptional circumstances. Accordingly, Stewards may be permitted to leave their work without loss of regular pay to attend to Union business (including grievances) only if the following conditions are met:

- a) Preparation for such business must be as between the Union and the Employer;
- b) Preparation for the time so taken shall be devoted to the prompt handling of necessary Union business; and
- c) the Steward(s) shall obtain the Supervisor's permission to address employees' concerns. Such permission shall not be unreasonably withheld.

5.04 **Right to Have Steward Present**

An employee, who is subject to disciplinary action shall have the right to have a Steward, or alternate employee of the employee's choice in the Steward's absence, to represent him/her at a meeting in which such discipline is to be issued. The Employer agrees that the employee shall be notified in advance of the purpose of such meeting. It shall be the responsibility of the Employer to contact the Steward or alternate.

A Union Steward, who is subject to discipline, shall have the right to the presence of a Union Representative or another officially appointed Union Steward or a co-worker, at a meeting in which discipline is to be issued.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

6.02 Any difference, complaint or dispute between the Employer and an employee relating to the interpretation, application, administration or the alleged violation of the provisions of this Agreement that is not resolved pursuant to Article 6.01 may be taken up as a grievance and dealt with pursuant to the following procedure:

Step No. 1

The aggrieved employee may present his grievance orally or in writing to his/her immediate Supervisor or designate within seven (7) working days of it coming to, or ought to have come to, the attention of the employee. He/she shall have the assistance of his/her Steward if he/she so desires. The Supervisor or designate shall give his decision within seven (7) working days after the presentation of the grievance.

Step No. 2

The Union may file a written grievance with the Employer within seven (7) working days of the Employer's Step No. 1 response. The Union, the Employer and the aggrieved employee(s) shall meet within seven (7) working days of the

grievance filing date and make every good faith effort to resolve the grievance amicably.

6.03 If the grievance is not resolved at the meeting described in Step No. 2, the grievance may be referred by either party to a sole Arbitrator as provided in Article 7 below.

6.04 Should a grievance not be processed within the time limits set out in this Article, unless both parties have agreed in writing to extend the time limits, the grievance shall be deemed to have been abandoned.

ARTICLE 7 - ARBITRATION

7.01 Any grievance which has not been resolved pursuant to Article 6 above may be referred to Arbitration at the request of either of the parties hereto.

7.02 The Employer and the Union agree that all grievances referred to arbitration shall be referred to a sole Arbitrator, and in this regard the Employer and the Union shall make every effort to agree on the selection of a mutually agreeable Arbitrator within ten (10) days following the Step No. 2 meeting described in Article 6.02 above.

7.03 The decision of the Arbitrator shall be final and binding on all parties.

7.04 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.05 Each of the parties to this Agreement shall equally share the expenses of the Arbitrator.

7.06 The time limits contained in this Article and in Article 6 may be extended by mutual agreement of both parties in writing.

7.07 No matter may be submitted to arbitration which has not been properly carried through all previous required stages of the Grievance Procedure, unless the parties mutually agreed in writing.

7.08 **Form of Notice**

The parties agree that all forms of written notice or filing under Article 7 may be by way of email between the Union Business Representative and the Employer.

ARTICLE 8 - UNION POLICY GRIEVANCES

8.01 A Union Policy Grievance, defined as an alleged violation of this Agreement involving all or a number of employees in the bargaining unit and/or involving the Union itself, may be brought forward at Step No. 2 of the Grievance Procedure and otherwise treated in the same manner as an employee grievance.

8.02 Any grievance arising directly between the Employer and the Union involving the interpretation or alleged violation of this Agreement may be submitted by the Employer in writing and dealt with through the respective representatives of the parties commencing with Step No. 2 under the Grievance Procedure.

ARTICLE 9 - DISCHARGE CASES

9.01 A claim by an employee who has completed his/her probationary period that he/she has been suspended or discharged without just cause may be the subject of a grievance and brought forward at Step No. 2 of the Grievance Procedure.

9.02 An employee who is notified of his/her suspension or termination while on the Employer's premises shall be offered and entitled to speak alone with his/her Steward before being required to leave the premises.

9.03 The Employer shall provide prompt notice to the Union when an employee is suspended or terminated.

9.04 No discipline shall remain on an employee's record for a period longer than eighteen (18) months provided that during such period the employee does not receive any further discipline.

ARTICLE 10 - NO STRIKES / NO LOCK-OUTS

10.01 The Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slowdown, or stoppage of work, and the Employer agrees that there will be no lock-out. The words "strike" and "lock-out" shall bear the same meaning as in the *Labour Relations Act*.

10.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown, but a claim by an employee that he did not take part in the incident giving rise to the discharge or discipline may be the subject of a grievance and dealt with as provided herein.

ARTICLE 11 - WAGES, CLASSIFICATIONS & WELFARE

11.01 Schedule "A", entitled "WAGES AND CLASSIFICATIONS" and attached hereto, forms and is hereby made a part of this Agreement.

ARTICLE 12 - HOURS-OF-WORK AND OVERTIME (Plant)

- 12.01
- a) The normal hours-of-work per week shall consist of forty (40) hours. There shall be a thirty (30) minute unpaid lunch period each day approximately halfway through the shift.
 - b) During each shift two (2) paid rest periods of fifteen (15) minutes each shall be provided, one during the first half (½) of each regularly scheduled shift and one during the second half (½) of each regular shift.
 - c) This Article is intended to define the normal hours-of-work and shall not be construed as a guarantee of hours-of-work for normally assigned hours or for any hours-of-work per day or per week, nor shall it form the basis for a claim to overtime work or premium. Entitlement to overtime premium must be established pursuant to specific overtime premium provisions set out in this Agreement other than this Article 12.01.
 - d) Afternoon and night shift premiums shall consist of one dollar (\$1.00) per hour over and above the employee's regular straight-time hourly rate;

- e) The Employer will provide employees with three (3) weeks' notice of change, to the starting and finishing times for their shift(s).

12.02

- a) An employee who is regularly scheduled for work and who does not receive advance notice not to report to work, or who is notified to report to work and does report for work, shall be provided with a minimum of four (4) hours' work at his/her regular hourly rate, or the monetary equivalent thereof if no work is available. If no work is available at his/her regular job such employee may be required to perform four (4) hours' work on any job which he/she is capable of performing.
- b) An employee who has completed a regular shift, has left work, and who is later called-out to report for work on something other than a regular shift, shall receive no less than the equivalent of four (4) hours' pay at his/her regular straight-time hourly rate. Call-Outs shall be subject to the provisions contained in Article 12.03

12.03

Overtime:

- (i) Any work performed by an employee in excess of 40 hours per week shall be paid at the rate of time and one-half (1½) the employee's regular straight-time hourly rate.
- (ii) All overtime work shall be subject to the prior approval of the Employer.
- (iii) Overtime work shall be assigned in the following order:
 - (a) to volunteer employees within the department who normally perform the available work in that position, in order of seniority;
 - (b) to volunteer employees within the department who have the immediate skill and ability to perform the available work without training, in order of seniority;

- (c) to volunteer employees outside the department who have the immediate skill and ability to perform the available work without training, in order of seniority;

In the event that sufficient volunteers cannot be obtained, the Employer may assign such overtime work to bargaining unit employees who have the immediate skill and ability to perform the available work without training, in reverse order of seniority, and/or use temporary contractors, in its sole discretion.

- (iv) Overtime premiums shall not be paid more than once for any hour worked and there will be no pyramiding of overtime with other premium pay under the Collective Agreement.
- (v) The following holidays shall be counted as hours worked for the purpose of calculating overtime:
 - (a) Family Day
 - (b) Victoria Day
 - (c) Canada Day
 - (d) Civic Holiday
 - (e) Labour Day
 - (f) Thanksgiving
- (vi) Nothing in this Article shall restrict the Employer's ability to use agency workers to perform available work.
- (vii) an employee who works more than one hour of overtime beyond his regular scheduled hours of work will receive a paid rest period of fifteen (15) minutes following completion of the first hour of overtime work.

ARTICLE 13 - VACATIONS WITH PAY

13.01 Vacations are granted annually, based on completed years of continuous employment with the Employer as of December 31 of the year preceding the vacation year.

13.02 **Vacation Entitlement**

- (a) The vacation year is defined as January 1 to the following December 31. Vacation time is not earned until December 31 of each year.

- (b) Employees on the active payroll at January 1 of the current year, and who have not completed one (1) year of continuous employment as of the preceding December 31, are entitled to a prorated vacation period reflecting the portion of the year that they worked in that prior year.

- (c) All employees, who have completed one (1) year of continuous service as at the preceding December 31, will have the following vacation entitlement based on years of service:

Years Completed (as of December 31st)	Entitlement
1 year	10 days
2 years	10 days
3 years	10 days
4 years	10 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days (maximum)

13.03 **Vacation Pay**

- (a) Vacation pay will be paid out in a lump sum on the second pay period each December. This payment will be for the amount of vacation pay that has accrued since the second pay period in December of the previous vacation year, or the amount of vacation pay that has accrued since the last time it was paid out (whichever of the two dates is most recent).

Employees will receive vacation pay based on a percentage of wages as follows:

Years Completed (from date of hire)	Vacation Pay (% of wages)
0 years < 5 years	4%
5 years < 10 years	6%
10 + years	8%

- (b) Employees may request in writing to have any accrued vacation pay paid out at any time since the second pay period of the previous July (or later payout date as applicable), provided they are going on vacation.

13.04 **Vacation Scheduling**

- (a) All earned vacation entitlement shall be taken during the period from January 1 to December 31 of the current year in which it was granted, subject to Article 13.05 which allows for limited vacation carry over.

Employees with greater than one year of service shall be required to take a minimum of ten (10) of their vacation days, and employees with less than one year of service shall be required to take their full accrued vacation allotment, in the current vacation year.

- (b) Employees are required to submit requests for vacation in advance and in writing to their immediate supervisor. Vacation requests submitted on or before March 1st in any vacation year will be given preference for consideration on a seniority basis,

subject to Article 13.05. Vacation requests submitted after March 1st in any vacation year will, where all other factors are equal, be awarded on a “first come, first serve basis.”

- (c) Vacation scheduling must be approved in advance by the employee’s immediate supervisor. Employees should not make any vacation commitments until vacation scheduling has been approved in writing.
- (d) Employees will be granted their vacation requests unless the time requested will interfere with operational requirements.
- (e) In the event the operation of a work unit may be impaired by scheduled vacations, the manager or supervisor may limit the number of employees who can take vacation at the same time. In such cases, the manager or supervisor, in his or her sole discretion, will approve vacation based on the operational needs of the Employer.

13.05

Vacation Carry-Over

- a) An employee who is unable to use all of his/her vacation entitlement in the current vacation year is permitted to carry over a maximum of five (5) days of vacation time to be used on or before April 1st of the subsequent vacation year.
- b) An employee may be permitted to carry over vacation time in excess of the ten (10) day minimum vacation requirement from the current year in order to take an extended vacation in the subsequent vacation year. In order to be permitted to carry over vacation in this circumstance, the employee shall be required to submit an extended vacation request in writing to his/her immediate supervisor by November 30th of the current vacation year, indicating the weeks during which the employee seeks to take the extended vacation in the following year.

In determining whether to grant an employee’s extended vacation request involving vacation carry over, the Employer will consider its operational requirements, the frequency of the employee’s extended vacation and leaves of absence requests in preceding years as well as the number of extended vacation and leaves of absence

requests by its employees for the forthcoming vacation year. Extended vacation requests will be given preference over standard employee vacation requests in circumstances where the requests are made on or before November 30th of the current vacation year. Such extended vacation requests will not be unreasonably denied.

13.06 **Paid Holiday Occurring During Vacation**

When a paid holiday occurs on a normal working day during an employee's vacation, the employee is entitled to:

- (a) An extra day of vacation at the beginning or at the end of the vacation; or
- (b) An extra day to be taken on any normal working day in the same calendar year, subject to the approval of the employee's immediate supervisor.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 The following holidays shall be observed as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One Float Day*
Civic Holiday	

* The employees will be permitted to take the Float Day as a single day or as two (2) half days, at their preference. Employees are required to request approval of their Float Day in writing to their supervisor or manager at least seven (7) days prior to the requested Float Day. Approval of a Float Day will be subject to the Employer's operational needs.

The Employer may or may not shut down early on December 24th or 31st. If the Employer chooses to shut down early, it will not provide paid time off on December 24th or 31st of any year unless this is an employee's approved Float Day.

14.02 An employee shall receive holiday pay for each paid holiday listed above calculated in accordance with subsection 24(1)(a) of the *Employment Standards Act*, provided he or she has completed his or her last regular scheduled shift preceding the holiday and his or her first regular scheduled shift following the holiday in accordance with the shift schedule, and he or she has also completed any overtime commitment adjacent to the holiday for which he or she has volunteered.

If an employee is absent on his or her scheduled shift immediately preceding and/or following a holiday, he/she shall only receive holiday pay in accordance with this Article if such absence is pre-approved, or is due to an illness supported by a medical doctor's certificate satisfactory to the Employer, or is for another reason satisfactory to the Employer, provided he or she works one complete shift in the week in which the holiday occurs.

An employee who is scheduled or voluntarily accepts an assignment to work on a holiday and fails to report, shall not be paid for the holiday unless he or she has a reason satisfactory to the Employer.

14.03 Holiday pay shall be calculated in accordance with subsection 24(1)(a) of the *ESA*.

14.04 If any of the above paid holidays falls or is observed during an employee's vacation, such day shall not be treated as a vacation day.

14.05 An employee who performs work on any of the above paid holidays shall be paid at the rate of one-and-a-half (1½) times his/her regular straight-time rate of pay for all work performed on such holiday(s), in addition to his/her holiday pay.

ARTICLE 15 - SENIORITY

15.01 Seniority as referred to in this Agreement shall mean length of continuous service since the date of last hire with the Employer and shall be on a plant wide basis unless otherwise specific in the Agreement.

15.02 An employee will be considered probationary for fifty-five (55) worked days from the date of last hire. He/she will have no seniority rights during that period, nor shall he/she have recourse to the Grievance Procedure. After an employee has completed his/her probationary period he/she shall acquire seniority dating back to his/her last date of hire.

15.03 An employee shall lose all seniority rights and shall be deemed terminated if he/she:

- a) Quits his/her employment.
- b) Is terminated and not reinstated through the Grievance Procedure.
- c) Has been on continuous lay-off for more than twelve (12) months.
- d) Fails to report for work within five (5) working days after receiving notice of recall by the Employer following a lay-off.

It shall be the responsibility of the employee to advise the Employer of any change in address following a layoff, failing which the Employer shall be saved harmless from, and shall bear no responsibility for, the consequences of any notice not received by the employee when such notice has been delivered to the employee's address in accordance with the Employer's records.

- e) Fails to return to work upon conclusion of an authorized leave of absence.

15.04 An employee shall accumulate seniority in the regular course of employment and during any period when he/she is prevented from working by reason of statutorily protected leave, in accordance with the requirements of the statute.

15.05 The Employer shall update the seniority list every six (6) months. One copy of the Seniority List shall be posted on the plant bulletin board and at the same time one copy shall be mailed to the Union.

15.06 In the event that an employee covered by this Agreement is promoted to a position beyond the scope of this Agreement, he/she shall retain his/her seniority and shall have added

thereto the length of service in his/her new position, for a twelve (12) month period from the date of promotion. Unless the employee exercises his/her right to return to his/her bargaining unit position before expiry of the twelve (12) month period following his/her promotion, the employee's name shall be considered deleted from the seniority list.

ARTICLE 16 - LAY-OFFS AND RECALL

16.01 In the event of a reduction of work that results in a lay-off of greater than five (5) continuous working days, the following procedure shall apply:

- (a) the Employer shall identify the department, classification, shift/hours and status of incumbent(s) (full-time or part-time) holding the positions determined to be surplus.
- (b) The employee with the least amount of seniority in the classification affected shall be laid off first provided that the remaining employees have the immediate skill, ability, experience and qualifications to perform the remaining work in an efficient manner, in accordance with production standards and expectations.
- (c) The employee impacted by the lay-off shall be permitted to displace the most junior employee in another classification, provided his/her seniority so allows and he/she has the immediate skill, ability, experience and qualifications to perform the work of that position in an efficient manner, in accordance with production standards and expectations.
- (d) The employee so displaced shall, in turn, be permitted to displace the most junior employee in another classification provided his/her seniority so allows, and he/she has the immediate skill, ability, experience and qualifications to perform the work of that position in an efficient manner, in accordance with production standards and expectations.

Chain displacement shall cease after two displacements.

It is understood that for the purposes of exercising displacement rights under this Article, an employee will be allowed to displace a more junior employee provided he/she has previously qualified in the classification to perform the work required.

16.02 The Employer shall give at least two (2) working-days' notice prior to a lay-off of greater than five (5) days to affected employees, unless the lay-off is made necessary as a result of circumstances which could not have been reasonably anticipated by the Employer

16.03 In the event of a lay-off of five (5) days or less, the Employer shall have the right to lay-off employees in the affected department (s) in reverse order of seniority, provided that the remaining employees have the skill and ability to do the work, and there shall be no displacement of other employees.

ARTICLE 17 - VACANCIES, JOB POSTINGS, PROMOTIONS

17.01 When a new job classification is created or when additional employees are required in an existing job classification, the Employer shall post a notice of the vacancy for a period of seven (7) working days on the plant bulletin board and any employee in the bargaining unit may make application for such vacancy by signing the job posting.

17.02 In all cases of promotion or filling permanent vacancies within the bargaining unit, the following factors shall be considered:

- (a) skill, ability, experience and qualifications; and
- (b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern.

However, nothing herein shall prevent the Employer from hiring a person from outside the bargaining unit to fill the vacancy when, in the sole opinion of the Employer, no suitable internal candidate applies for the posted position.

Outside hires (individuals hired as employees of the Employer) shall commence their employment as probationary employees and upon successful completion shall thereafter become full bargaining unit employees in accordance with this Agreement.

17.03 In the event an employee is selected to fill a permanent vacancy, he/she shall be precluded from applying for any new vacancy for twelve (12) calendar months except with the permission of the Employer.

17.04 Only the original vacancy and the next resulting vacancy, if any, shall be posted. Any further vacancies which may occur in the sole opinion of the Employer as a result of having filled said vacancies shall be filled at the discretion of the Employer.

17.05 In the event the successful applicant for a permanent vacancy elects to revert to his/her former job classification, or in the event the Employer finds the successful applicant for such permanent vacancy unsatisfactory for the new job, then within fifteen (15) working days after the date of assignment to the permanent vacancy, the Employer shall return the employee to his/her former job classification and wage rate without loss of seniority. Any employee promoted or transferred because of the rearrangement of positions shall, at the same time, be returned to his/her former position and former wage rate without loss of seniority.

17.06 All vacancies relating to a particular position lasting longer than sixty (60) working days in any calendar year (unless extended by mutual agreement of the Union and the Employer) shall be posted. Such postings shall be posted as soon as possible following the time that it is known that such assignment will extend beyond the sixty (60) working days.

17.07 In the event the temporary assignment is due to employee absence (including absence due to illness, injury, disability or statutorily protected leave), when such employee returns he/she shall be returned to his/her former position and any employee who temporarily fills the position during the absence and subsequent temporary vacancy, shall be returned to his/her former position.

17.08 Once the temporary assignment ends, the employee is eligible to apply for any vacancy.

17.09 Employees who are requested by the Employer to provide training to other bargaining unit members, and who do not hold the position of Team leader, will be paid a premium of \$1.00 per hour spent performing such training

ARTICLE 18 - NEW JOB CLASSIFICATION

18.01 When a new job classification covered by the terms of this Agreement is established by the Employer or when an existing job classification is substantially altered so that it is tantamount to a new job classification, the Employer shall determine the terms and conditions of employment (including rate-of-pay) for the new classification. The Employer, however, will discuss the terms and conditions of employment for the position with the Union in advance.

18.02 If the Union does not agree with such terms and conditions, the dispute may constitute a Policy Grievance and be submitted to arbitration.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The parties agree to co-operate in the promotion and maintenance of the health and safety of employees. The Employer shall maintain and employ policies and procedures for health and safety as may be necessary and/or as may be required by applicable laws, including the provision of personal protective equipment and such other devices or equipment as may be required in the performance of the employees' duties, excluding safety shoes.

19.02 Upon submission of original receipt of purchase, the Employer shall pay reimbursement for expenses incurred in an amount up to one hundred and fifty dollars (\$150.00) for safety footwear every eighteen (18) months, conditional on footwear meeting safety standards and the employee providing a receipt. No payment shall be made for safety footwear until the employee has completed his/her probationary period.

A boot truck will be arranged on site to facilitate the buying process.

The Employer shall provide not less than two (2) pairs of suitable protective clothing to employees holding the following positions:

Welder

Custom Shop Worker

Industrial Machinist

Metal Machine Operator

19.03 Employees will be eligible to participate in Tayco's Prescription Safety Glasses program. Employees will be eligible for \$160.00 every 12 months for purchasing safety glasses through Tayco's third party program. Employees will be responsible for the cost above \$160.00. Glasses purchased outside of Tayco's third party plan will not be eligible for reimbursement.

An employee must have completed his/her probationary period in order to be eligible for the program.

19.04 The Employer shall recognize three (3) Union Health and Safety Representatives appointed by the Union. These Representatives together with three (3) Employer Health and Safety Representatives appointed by the Employer shall together constitute a Joint health and safety Committee within the meaning of the *Occupational Health and Safety Act, 1990*.

19.05 An employee who is injured at work and is unable to complete the rest of his/her shift shall be paid for the entire shift. The employee is expected to comply with the Employer's Return to Work Policy.

19.06 The Employer agrees to continue providing protective clothing and apparel for use by its employees as it was providing prior to the effective date of this Agreement, including safety gloves, non-prescription goggles, and ear plugs where necessary.

19.07 a) Employees are obligated to report to their Supervisor any recognizable safety hazard(s) including non-operating or non-effective machine guards.

- b) Employees are obligated to co-operate with all Health and Safety Representatives carrying out their lawful functions, subject to applicable laws.

ARTICLE 20 - HARASSMENT IN THE WORKPLACE

20.01 All parties shall comply with Ontario Bill 168, *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace)*. As well as all other applicable human rights and health and safety laws and workplace policies dealing with harassment in the workplace.

20.02 Workplace Harassment Defined

Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, and/or that denies individual dignity and respect on the basis of the grounds set out in the applicable human rights legislation including but not limited to gender, disability, race, colour, and sexual orientation. Within the workplace, all parties are expected to be mindful of their obligations, duties and responsibilities.

20.03 Failure to comply with laws and policies pertaining to workplace harassment shall result in discipline.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Personal Leave

The Employer may grant a leave of absence without pay where an employee submits a written request to his immediate supervisor. It is understood that the employee must submit a written request at least one (1) month in advance, to which the Employer shall respond within two (2) weeks with a written decision. Personal leaves of absence shall not be unreasonably denied. Emergency leaves of absence shall be afforded in accordance with the relevant provisions of the *ESA*.

ARTICLE 22 - BULLETIN BOARDS

22.01 The Employer shall provide a bulletin board which may be used by the Union for posting notices of Union meetings, Union appointments, the results of Union elections and other matters of interest to Union members. No notice or other material shall be posted on the bulletin board without first receiving the approval of the Employer. Such approval not to be unreasonably withheld.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 In the event of a death of a member of an employee's Immediate Family, an employee is entitled to and shall be granted a bereavement leave for the purpose of arranging and/or attending the funeral as follows:

- a) Three (3) working days for the death of employee's spouse or for the death of the child, step-child or foster child of the employee or his spouse;
- b) Two (2) working days for the death of the employee's, or his spouse's, parent, brother, sister, parent- in law, grandparent, grandparent, grandchild, or step grandchild; and
- c) One (1) working day for the death of the employee's, or his spouse's, brother-in-law, sister-in-law, son-in- law or daughter-in-law.

23.02 The duration of any leave taken under this policy shall be included when determining an employee's entitlement for emergency leave under the provisions of the *Ontario Employment Standards Act, 2000*.

23.03 Working day means a day which the employee is regularly scheduled to work.

23.04 Employees who wish to take a Bereavement Leave shall provide written notice (or email) to their immediate supervisor as soon as practicable after learning of a death that qualifies for this type of leave. The notice shall be filed in the employee's personnel file and a copy shall be provided to Payroll and to Human Resources. If necessary, and on behalf of the employee, the immediate supervisor may complete the Request for Leave Form.

23.05 The Employer reserves the right to require an employee to provide evidence such as a photocopy of the death certificate, obituary, burial certificate or other confirmation of the need for Bereavement Leave.

23.06 **Jury Duty and Attendance in Court**

The Employer shall pay an employee who is required to serve as a juror or Crown Witness the difference between his/her normal earnings and the payments he/she receives for jury service or Crown Witness for a period of up to one week provided that the employee:

- i) notifies the Employer, as soon as reasonably possible, of the requirement to attend court;
- ii) presents proof of service requiring the employee's attendance; and
- iii) presents proof of the amount of pay received for such services.

ARTICLE 24 - PAYMENT OF WAGES

24.01 All earnings shall be paid bi-weekly by no later than Friday following the end of the pay period. Each payment of wages shall be accompanied by an itemized statement setting out the employee's name, number of regular hours worked, number of overtime hours worked, hourly rate, shift premium if any and an itemized statement of all deductions.

ARTICLE 25 - LUNCH ROOM AND REST PERIODS

25.01 The parties acknowledge that the Employer has provided, and will continue to provide, an adequate lunchroom facility for its employees covered by this Agreement. Employees will not use production areas of the plant as a dining area.

ARTICLE 26 - TEMPORARY TRANSFERS

26.01 An employee who for the convenience of the Employer is temporarily transferred for one full shift or more to another position for which the rate-of-pay is different from that in effect for such employee's regular position, shall be paid while so employed as follows:

- a) if the rate-of-pay for the position to which he is transferred is less than the employee's regular pay he shall receive his own higher rate-of-pay; and
- b) if the rate-of-pay for the position to which he is transferred is higher than the employee's regular pay he shall receive the higher rate-of-pay for the position to which he is temporarily transferred.

ARTICLE 27 – BENEFITS

27.01 The benefits provided by the employer will remain as per current practice.

Cost sharing for the Health & Dental premiums will be as follows:

Effective Date	Employee Portion	Employer Portion
July 1, 2019	25%	75%
July 1, 2020	20%	80%
July 1, 2021	15%	85%

27.02 An RRSP matching plan will be established. Terms and conditions of the plan as per the establishing carrier.

Matching contribution is as follows:

Effective Date	Employee Contribution	Employer Contribution
July 1, 2019	1%	1%
July 1, 2020	1%	1%
July 1, 2021	1%	1%

ARTICLE 28 – DURATION OF THE AGREEMENT


28.01 This Agreement shall be effective as of July 1, 2019 and shall remain in full force and effect until June 30, 2022 and from year-to-year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) and no less than thirty (30) days before the date of its termination.

THIS AGREEMENT made and entered into this 27th, day of August 2019.

FOR THE EMPLOYER



Nicole Chapman



Tony Kerwin

FOR THE UNION




Humberto Alferez



Phong La



David Soodeen



Parvinder Birdee



Gregory Palmer

SCHEDULE "A"

The wage grid and wage rate increases during the term of the Collective Agreement are as follows:

Year 1: July 1, 2019 to June 30, 2020;

Effective July 1, 2019, the wage rates in the Wage Grid will increase by 2.5% and will be as follows:

Grade	Start Rate	1 Year Rate	2 Year Rate
10	\$15.84	\$16.00	\$16.15
20	\$16.46	\$16.63	\$16.79
30	\$17.23	\$17.68	\$18.13
40	\$18.95	\$19.45	\$19.95
50	\$21.23	\$21.78	\$22.35
60	\$24.20	\$24.84	\$25.47
70	\$31.46	\$32.29	\$33.11

Year 1: July 1, 2020 to June 30, 2021:

Effective July 1, 2020, the wage rates in the Wage Grid will increase by 2.5% and will be as follows:

Grade	Start Rate	1 Year Rate	2 Year Rate
10	\$16.23	\$16.40	\$16.56
20	\$16.87	\$17.04	\$17.21
30	\$17.66	\$18.12	\$18.59
40	\$19.43	\$19.94	\$20.45
50	\$21.76	\$22.33	\$22.90
60	\$24.81	\$25.46	\$26.11
70	\$32.24	\$33.09	\$33.94

Year 1: July 1, 2021 to June 30, 2022:

Effective July 1, 2021, the wage rates in the Wage Grid will increase by 2.5% and will be as follows:

Grade	Start Rate	1 Year Rate	2 Year Rate
10	\$16.64	\$16.81	\$16.97
20	\$17.29	\$17.47	\$17.64
30	\$18.10	\$18.58	\$19.05
40	\$19.91	\$20.44	\$20.96
50	\$22.30	\$22.88	\$23.48
60	\$25.43	\$26.09	\$26.76
70	\$33.05	\$33.92	\$34.78

Red Circled Employees:

Employees whose hourly wage is higher than the wage grid (referred to as red circled), will be eligible for an annual compounded bonus, as per the following:

Year 1	2.50%
Year 2	5.06%
Year 3	7.69%

This bonus will be paid out as a one-time lump sum payment, on the second pay in December.

Red circled employees who transition onto the wage grid, will no longer be considered red circled, and no longer eligible for the bonus.

General:

If an employee successfully applies, through the job posting procedure, for a job at the same grade level as his or her current position, the employee will be paid at the wage rate that reflects his or her years of service with the Employer at that grade level.

If an employee successfully applies, through the job posting procedure, for a job at a higher grade level, the employee will be paid the Start Rate for the higher grade level position.

Job Classifications:

Job classifications are assigned as follows:

Job Classification / Title	Job Duties	Grade
Production Assistant	Machine Assisting, General Labour	10
Production Team member 1	Prep and Packaging, Hardware Picking, Fabric Cutting, Metal Machine Operation (A), Paint-line Loading/Unloading, Panel Packaging	20
Production Team Member 2	Packaging – Order Optimization, Wood Product Assembly, Panel Assembly, Wood Machine Operation, Metal Machine Operation (B), Chair Assembly, Industrial Painting, shipping	30
Production Specialist 1	Forklift Operation, Wood Machine Operation (BAZ Machines)	40
Team Leader	Team Leader, Production Coordination	50
Production Specialist 2	MIG Welding, Robotic Welding, Custom Shop, Installation, Facility Maintenance	50
Production Specialist 3	CNC Brake Press Set Up, TIG Welding	60
Skilled Trades	Millwright, Electrician, Machinist	70

SCHEDULE "B"

INSTALLER PROVISIONS

The following provisions apply specifically to Installers and such provisions contained herein supersede and replace those provisions in the Collective Agreement relating to the matters covered by this Schedule "B" for installers only. All other provisions of the Collective Agreement relating to matters not covered by this Schedule "B" apply to Installers.

1.0 Hours of Work and Overtime

1.1 Local Installations

- a) An Installer's regular hours of work are 7:30 a.m. to 4:00 p.m. (regular shift) on a work day, up to 40 hours per work week. Overtime hours of work are hours worked in excess of 40 hours in a week and shall be paid at the rate of one-and-one-half (1.5) times the installer's regular rate of pay. There is no daily overtime.
- b) An Installer's work hours and work days will fluctuate, however, depending on the installation schedule, supplier demand and location of the installation.
- c) Installers are required to 'swipe in' at the Company's premises/plant when their work day begins and 'swipe out' at Tayco when their work day ends.
- d) When swiping in and out is not an option, due to the nature and/or location of the installation, the Lead Installer for the installation job shall record the hours worked each day by each installer on the particular installation job, in writing, and report the hours worked to the Installation Supervisor by 10:00 a.m. the next business day.
- e) If Installers return to the Company premises prior to the end of their regular work day (shift end), they are to ensure that the installation trucks are ready to go for the following day's installation(s). Once this task is complete, the Installers will be given the option to either work in the plant to complete their regular hours of work for the day or to go home. If they

opt to go home early, they will not be paid for any regular hours not worked for the remainder of their shift once finished their installation duties.

1.2 **Out of town Installations**

- a) Travel time will be paid in addition to work hours. Travel time pay will be based on the stated departure and arrival times stated on airline tickets to and from the installation destination. Travel time pay will be for two (2) additional hours in each way, to and from the installation site, calculated to the nearest quarter hour.
- b) Travel time will not be paid for time spent travelling between airports and hotels, or between airports and the installer's home; nor will it be paid for time spent travelling between hotels and job sites for out of town jobs.
- c) Payment for time spent in exceptional circumstances, such as dealing with canceled flights or additional car rides/transportation required to reach a destination must be approved by the Installation Supervisor.
- d) The work day begins upon arriving at the job-site and ends upon departure from the job-site, except as noted above in relation to travel time on travel days.
- e) Hours worked for each Installer for each day on an out of town job shall be recorded by the lead Installer of the installation job and reported to the Installation Supervisor by 10:00 a.m. the next business day.
- f) Installers are paid only for hours worked, subject to the travel time provisions outlined in Article 1.2 (a) above. If an out of town installation is completed ahead of schedule, installers are not paid for any days or hours for which they were scheduled but did not perform any work.

1.3 **Site Lead**

- a) Installers who have completed and passed the Site Lead training, will be eligible to act as Site Lead;

- b) An Installer acting as Site Lead will receive a premium, which shall consist of two dollars (\$2.00) per hour over and above the employee's regular straight-time hourly rate;
- c) Site Leads will be assigned by management. Installers who fail in their Customer Services duties while acting as Site Lead, will not be eligible to act as Site Lead for a period of 6 months.

2.0 **Lunches and Breaks**

2.1 **At an installation job:**

- a) All Installers are entitled to two paid fifteen (15) minute breaks, and a thirty (30) minute unpaid lunch break for each day of work.
- b) Break times and lunch times are to be scheduled by the lead installer on the job, taking into consideration the particulars of the job.

2.2 **At the plant**

- a) Installers entitled to two paid fifteen (15) minute breaks, and a thirty (30) minute unpaid lunch break for each day of work.

3.0 **Personal Expense Allowance (Per Diem)**

- a) All Installers are entitled to a maximum of \$65.00 cash allowance per day for personal expenses incurred during the course of work performed out of town in which installers are required to stay overnight.
- b) Installers are permitted to use this cash allowance for expenses they feel are necessary.
- c) Installers are permitted to keep any unused cash allowance at the end of the trip.
- d) Any personal expenses above and beyond \$65 per day become the sole responsibility of the Installer. The Employer will not reimburse the Installer for personal expenses.
- e) In the event an installation is completed ahead of schedule, and/or the installer returns in advance of the time scheduled to be away, the cash allowances that were allocated and paid in advance for installation days not worked must be returned to the Employer.

4.0 **Dress Code**

- a) All Installers are required be in full uniform during their entire shift.
- b) A full uniform consists of:
 - certified safety boots or shoes
 - pants
 - shirt
 - jacket when weather requires

The Employer will provide 3 pairs of workpants and 5 t-shirts to each Installer in January of each calendar year. These shall be replaced in accordance with Employer policy.

Installers are permitted to wear a hat, provided the hat is supplied by the Employer and bears the Company logo.

- c) Uniform attire must be worn in an appropriate, professional and cleanly manner, and shirts must be tucked in at all times on an installation job.
- d) The Employer agrees to pay for an installer's drives license renewal, once during the term of the Collective Agreement, if the installer is required to drive a company vehicle as part of his duties.

The Employer agrees to pay the application fee for an installer 's original Canadian passport or renewal for a lapsing or lapsed passport.

5.0 **Safety Boot/Prescription Safety Glasses Allowance**

- a) Upon submission of original receipt of purchase, the Employer shall pay reimbursement for expenses incurred in an amount up to one hundred and fifty dollars (\$150.00) for safety footwear every twelve (12) months, conditional on footwear meeting safety standards and the employee providing a receipt. No payment shall be made for safety footwear until the employee has completed his/her probationary period.

- b) The Employer will supply the tools necessary for the installers to perform their work. Installers are responsible for their own tools. Any lost, misplaced or damaged tools shall be replaced at the expense of the Installer unless the occurrence was beyond the control of the Installer.