

COLLECTIVE AGREEMENT BETWEEN
VITAFOAM PRODUCTS CANADA LTD.



AND

Unifor Canada and its Local 112



November 8, 2018 – November 7, 2021

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GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain Collective bargaining relations between the Company and its Employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working condition, hours and wages for all Employees who are subject to provisions of this Agreement.

RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all Employees of the Company at Toronto (formerly known as Metropolitan Toronto) save and except Foreman, persons above the rank of Foreperson, Office and Sales staff, and casual Employees.

No Discrimination/ Harassment/ Violence in the workplace

3.01 All references to the female or male gender in this Agreement will be read as applying to the opposite gender where the context would apply.

3.02 The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practiced by either of them, or by any of their representatives with respect to any Employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

3.03 The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practiced by either of them, or by any of their representatives with respect to any Employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Legislation of the Province of Ontario.

- 3.04** The Company and the union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought to 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.
- 3.05** The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.
- 3.06** 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:
- a) Unwelcome remarks, jokes, innuendos, 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;
 - b) Practical/jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
 - c) Posting or circulation of offensive photos or visual materials;
 - d) Refusal to work or converse with an Employee because of their racial background or gender;
 - e) Unwanted physical conduct such as touching, patting, pinching, etc.;
 - f) Condescension or paternalism which undermines self-respect;
 - g) Backlash or retaliation for the lodging of a complaint or participation in an investigation.

3.07 HARASSMENT IS NOT: Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

3.08 FILING A COMPLAINT: If an Employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it.

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- It is advisable to document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Company official.

3.09 INVESTIGATION: Upon receipt of the complaint, the Supervisor /Committee person 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 if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Company Representative and the Plant Chairperson.

The Plant Chairperson and the Company Representative 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 investigation team, if possible will be comprised of at least one woman.

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.

3.10 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 Company Representative and the Plant Chairperson who will make a determination on an appropriate resolution. The Company Representative and the Plant Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and the Union policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third 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 procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties. All Employees have the right to file a complaint with the Provincial Human Rights Commission and to see redress under the Human Rights Code.

- 3.11 Training:** In consultation with the National Union, the parties agree to develop an anti-harassment training program for all Employees during the life of the contract. One (1) hour of training will be delivered before the end of February in each year of the agreement to coincide with the International Day for the Elimination of Racism. The training will be jointly developed and delivered. All time spent in training by employees will be paid by the Company.
- 3.12 Violence Against Women:** The parties agree that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will 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 intent is subject to a standard of good faith on the part of the Company, the Union and affected Employees, and will not be utilized by the Union or Employees to subvert the application of otherwise appropriate disciplinary measures.

Violence in the Workplace

- 3.13. a) Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.
- b) The employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and the provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the employer's health and safety policy and written copies shall be provided to each employee.

The policies and procedures will include but not be limited to:

- i. provision of adequate information about a patient's, resident's or client's previous, actual or potential violent behaviour to employees;
 - ii. adequate arrangements to investigate cases where violence and assaults against employees have occurred; and
 - iii. provision for joint union-employer health and safety committees to review the effectiveness of anti-violence policies.
- c) The employer agrees that, in all cases where employees or the union identify a risk of violence to staff, the employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level. It is understood that the measures and procedures are in addition to and not a replacement for a training program about dealing with violence
- d) All incidents involving aggression or violence shall be brought to the attention of the joint health and safety committee. The employer agrees that the joint health and safety committee shall concern itself with all matters relating to violence to staff, including but not limited to:
- i. developing violence policies;
 - ii. developing measures and procedures to prevent violence to staff;

- iii. receiving and reviewing reports of violent incidents; and
- iv. developing and implementing violence trainings programs.
- v. The employer agrees to provide training and information on the prevention of violence to staff to all employees who come into contact with potentially aggressive persons. The training program will include adequate opportunities for participation by union instructors.
- vi. The employer recognizes that when an employee is threatened or assaulted at work, it is appropriate and important to lay charges against the assailant.
- vii. The employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is the victim of a violent incident arising while in the performance of his/her assigned work.
- viii. No employee shall be discharged, penalized or disciplined for his/her involvement in any such incidents.

MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the Management of the Plant and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order, efficiency and quality;
- b) Hire, promote, demote, classify, transfer, suspend, and to discipline or discharge an Employee for just cause;
- c) Make, enforce, and alter, from time to time, responsible rules and regulations to be observed by the Employees. These rules shall be posted in the plant;
- d) Determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, and the installation of safety equipment, the control of materials and parts, the quality of production, the methods and techniques of work, the content of jobs, and schedules of production, the number of Employees to be employed, the scheduling of Employees, the extensions, limitations curtailment of or cessation of operations of any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

UNION MEMBERSHIP

- 5.01** The parties agree to the following Union membership provisions covering all Employees:
- a) The Company agrees that for as long as this Agreement remains in force as a condition of employment all present Employees shall become and not voluntarily resign as members of the Union;
 - b) As a condition of employment, all new Employees shall be required to join the Union upon commencement of employment and shall not voluntarily resign as members of the Union.
 - c) As a condition of employment, all new Employees will be required to complete an application for membership in the Local Union at the time of hiring.
 - d) The company further agrees to furnish the following information to the Union Chairperson and copy of such list will also be provided to the Local 112 Office.
 - i. A list of all members in the Bargaining Unit (monthly)
 - ii. Updated address, names, and telephone numbers (bi-monthly)
 - iii. A monthly status change report of Bargaining Unit employees identifying the following:
 - Reclassification
 - New hires, including classification
 - Transfer out of the Bargaining Unit
 - Layoff and recall
 - Temporary assignments
 - Each member's status (i.e. Active, On Vacation, Weekly Sick Benefits, L.T.D., WSIB and any other Leave of Absence.)
 - Number of hours worked in the month.

- 5.02** During the life of this Agreement the Company will deduct from each Employee, as well as the maintenance staff, and Students employed during the school vacation period an amount equal to the regularly established dues of the Union and remit such amounts to the Union by the tenth (10th) day of the month following the month in which the monies were deducted, together with a list of Employees from whom such deductions were made.
- 5.03** The Company will not be responsible for the collection of any dues where, because of absence from work, the Employee has no earnings in the pay period in which Union Dues were deducted as stated in 5.02 above. Deductions will be made from annual vacation pay on the basis of one (1) week's dues for each week of paid vacation.
- 5.04** It is understood and agreed that the Union will indemnify and save the Company harmless from any and all claims which may be made against it by any Employee for amounts deducted from wages as herein provided.
- 5.05** The Company shall remit the said amount of Union Dues to the Local Union prior to the tenth (10th) day of each month following the month in which the Union Dues were deducted, together with a list of Employees from whom such deductions were made and a record of the weeks pertaining to such deductions.
- 5.06** The Company agrees to send to the Union within one (1) month after the completion of their probationary period, the name and classification, address, telephone number of all new Employees.
- 5.07** At the time that Income Tax (T4) slips are made available, the Employer shall type on, the amount of Union Dues paid by each Employee in the previous year.

UNION REPRESENTATIVES

- 6.01** The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee, which shall be comprised of not more than four (4) Stewards, one of whom shall be the Unit Chairperson. All Stewards shall be Employees of the Company during their time of office. The name and area of each of the Stewards from time to time selected shall be given to the Company in writing and the Company shall not be required to recognize any such Stewart until it has been notified.
- 6.02** The privileges of Stewards to leave their work without loss of pay to attend to (a) grievances which require immediate attention on the work floor, and (b) the grievance steps as outlined in Article #7 wherein meetings are held during working hours are granted on the following conditions:
- a) The time shall be devoted to the prompt handling of necessary Union business.
 - b) The Steward and the griever concerned shall obtain the permission of the foreperson concerned before leaving his/her work. Such permission shall not be unreasonably withheld.
 - c) The time away from productive work shall be reported in accordance with the timekeeping methods of the department in which the Steward is employed.
 - d) The Company reserves the right to limit such time if it deems the time so taken to be excessive.
- 6.03** The Bargaining Committee shall be comprised of the Plant Chairperson from production, the Skilled Trades Representative, and one Production Representative for the purpose of renewing the collective agreement. The company agrees to pay for the meeting room and up to 10 days of lost time for each member of the Bargaining Committee for the time spent renewing the collective agreement.
- 6.04** **Union Information:** The Employer agrees to a 1 hour orientation with new members, with Union Chair & Local Union representatives to address new members.

The Union office will be advised when an Employee completes his probationary period.

- 6.05** The Company agrees to print and supply the Collective Agreement and benefits books, to all Employees in the Bargaining Unit, at no cost to the Union or the Employees and to be distributed within three (3) months of ratification.

WOMEN'S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For these reasons the parties agree to recognize the role of the women's advocate in the workplace. The advocate will meet with female members, as required, discuss problems with them and refer them to the appropriate agency when necessary.

The company agrees to provide access to a confidential phonenumber and a computer with internet access that can be maintained by the women's advocate and that is accessible for female employees to contact the women's advocate.

The company and the union will develop appropriate communications to inform female employees about the advocacy role and contact numbers to reach the women's advocate.

The women's advocate will participate in an initial 40 hour training program organized by the union and an annual three-day update-training program.

The company agrees to pay for lost time, including travel time, registration costs where necessary, lodging, transportation, meals and other reasonable expenses where necessary.

GRIEVANCE PROCEDURES

- 7.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

- 7.02** No grievance shall be considered where the events giving rise to it occurred or originated more than fifteen (15) full working days before the filing of the grievance.

7.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step #1

The aggrieved Employee shall present his grievance in writing to his Supervisor of his designate. He/she shall have the assistance of his Steward. The Supervisor shall give his decision within two (2) working days following the presentation of the grievance to him. If the Supervisor's decision is not satisfactory to the Employee concerned, then the grievance may be presented as follows:

Step #2

Within five (5) working days after the decision is given under Step #1, the aggrieved Employee may present his grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Plant Manager of his designate, and the Employee, who may be accompanied by the Unit Chairperson, and the Steward who presented the grievance at Step #1 shall meet as promptly as possible with such persons as Management may desire, to consider the grievance provided. However, that if the griever's physical presence is requested by either party, the Plant Manager will render his decision in writing within five (5) working days following such meeting. Within 5 (five) working days after the decision is given, the Union shall advise management of their decision to proceed to Step #3.

Step #3

If final settlement of the grievance is not reached at Step #2, and if the grievance is one, which concerns the interpretation or alleged violation of the Agreement, the Unit Chairperson and one other Steward, along with the griever and a full time Representative of the Union shall meet with Representatives of the Management to consider the grievance.

If the Company does not respond within ten (10) working days, the grievance shall be awarded in the Union's favour. If the Union does not respond within ten (10) working days, the grievance shall be considered drop.

7.04 If final settlement of the grievance is not reached at Step #3 and if the grievance is one which concerns the interpretation or alleged violation of the Agreement. Then the grievance may be processed to arbitration as provided in Article #8 below at anytime within ten (10) working days, after the decision is given under Step #3 and if no such written request for arbitration is received within the time limit then it shall be deemed to have been abandoned.

ARBITRATION

8.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, either of the parties may notify the other in writing of its desire to submit the differences or allegation to a single arbitrator.

8.02 It is agreed that disputes which are carried to the Arbitration stage shall be heard by a single Arbitrator, selected on a rotating basis, from a panel of four (4).

The four (4) Arbitrators shall be:

1. G. Brent
2. P. Knopf
3. Felicity Briggs
4. Susan Tacon

If an Arbitrator whose turn is indicated cannot act within thirty (30) days, the succeeding names will be approached in order until an Arbitrator is reached who can sit within thirty (30) days.

8.03 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms covered by this Agreement. The Arbitrator however, in respect of a grievance involving a penalty shall be entitled to modify such penalty as in the option of the Arbitrator is just and equitable.

8.04 The decision of the Arbitrator shall be final and binding on both parties and his/her expense shall be born in equal shares by the Company and the Union.

8.05 Discharge cases shall have preference over other cases submitted to arbitration.

MANAGEMENT AND UNION POLICY GRIEVANCE

- 9.01** Any grievance instituted by Management may be referred in writing to the Unit Chairperson within fifteen (15) full working days of the occurrence of the circumstances giving rise to the grievance, and the Unit Chairperson shall meet within two (2) working days thereafter with Management to consider the grievance. A full time Representative of the Union may be present at this time. If final settlement of the grievance is not completed with five (5) working days of such meeting, the grievance may be referred by either party to a single Arbitrator as provided in Article #8, at any time within ten (10) working days thereafter, but no later.
- 9.02** A Union Policy grievance, which is defined as an alleged violation of this Agreement, concerning all or substantial number of the Employees in the Bargaining Unit. In regard to which an individual Employee could not grieve, may be lodged by the Unit Chairperson in writing with the General Manager at Step #2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an Employee.

DISCHARGE CASES

- 10.01** A claim by an Employee or his/her representative (providing that the grievor signs on or before Step #3), who has completed the probationary period, that he/she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Vice-President, Plant Manager or Designate at Step #3 of the grievance procedure within five (5) working days after the Employee ceases working for the Company. Such special grievances may be settled by:
- a) Confirming the Management's action in dismissing the Employee; or
 - b) Reinstating the Employee with full compensation for the time lost; or
 - c) Any other arrangement, which is just and equitable in the opinion of the conferring parties or a single Arbitrator.

- 10.02** When an Employee has been dismissed or suspended without notice, he/she shall have the right to interview his Unit Chairperson for a reasonable period of time before leaving the premises. When the Unit Chairperson is not present he/she may interview a Steward if one is available.
- 10.03** Notwithstanding the grievance procedure, in cases of discharge company responses at step 3 shall be within five (5) days.

NO STRIKES. NO LOCKOUTS

- 11.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout.

SENIORITY

- 12.01** Seniority, as referred to in the Agreement, shall mean length of continuous service in the employ of the Company and shall be on a plant wide basis.
- 12.02** An employee will be considered on probation for the first **eighty (80) days worked** and will have no seniority rights during that period. After eighty (80) days worked, his/her seniority shall date back to the day on which his/her employment began, the dismissal, layoff or failure to recall after layoff of a probationary Employee shall not be subject of a grievance.
- 12.03** Seniority lists, inclusive of job classification will be revised each four (4) months. A copy of the list will be posted in the plant and a copy given to the Union. If any Employee does not challenge the position of his name on the seniority list within the first twenty (20) working days from the date his name appears on a seniority list, then he/she shall be deemed to have proper seniority standing.
- 12.04** Layoffs, recalls after such layoffs and promotions to higher job classifications other than to supervisory positions, shall be based upon the following factors:
- a) Seniority
 - b) Skill, ability and experience.

Where the qualifications in factor (b) are relatively equal, seniority shall govern. Members of the Plant Committee and the certified Representative on the Joint Health and Safety Committee will be retained in the event of a layoff, so long as there is work in the plant which they can effectively perform, notwithstanding their position on the seniority list.

- 12.05** Seniority shall accumulate in the following circumstances only:
- a) When off work due to layoff, in which case seniority will continue to accumulate for a period of time equal to twenty- four (24) months or the length of the Employees seniority whichever is shorter;
 - b) When absent on vacation with pay or on paid holidays;
 - c) When actually at work for the Company.
 - d) when on authorized leave of absence and a leave of absence for sickness and accident.
- 12.06** Seniority shall terminate and an Employee shall cease to be employed by the Company, when he/she:
- a) Voluntarily quits his employment with the Company;
 - b) Is discharged and is not reinstated through the grievance procedure or arbitration;
 - c) Is off work a continuous period of twenty-four (24) months or the length of the Employees seniority whichever is shorter; except in cases covered by 12.05 (d)
 - d) Fails to report for working within five (5) working days after being personally notified of recall by telephone, provided that if he/she cannot be reached by telephone then a letter by priority post will be sent.
 - e) Fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Company is given;
 - f) Accepts gainful employment while on leave of absence or while receiving WSIB benefits without first obtaining the consent of the Company in writing;
 - g) Is absent and does not notify the Company within three(3) working days.
 - h) Accepts employment at a competitor.
 - i) In the event an employee accepts a position that is supervisory or confidential beyond the scope of this Agreement, seniority shall cease. The employee will be granted a one (1) month trial period wherein they retain their seniority and decide if they want to stay in the new role. Should they subsequently be hired into the bargaining unit they shall be considered as a new start with date of entry seniority.

- 12.07** It shall be the duty of each Employee to notify the Company promptly of any changes in address. Notice required by the Company shall be deemed to be given if the Employee is personally notified by telephone, provided if the Employee cannot be reached by telephone then notice shall be deemed to be given if forwarded to the Employee by Priority Post at the last address of which the Company had notice.
- 12.08** Any Employees reinstatement after sick leave or return from compensation injury will be conditional on his/her supplying, when requested, a certificate from a physician that he/she is recovered from the sickness or injury which caused his absence. After an absence of twelve (12) calendar days and Employee on sick leave will be required to forward a doctor's note.
- 12.09** Medical Certificates An employee may be required to produce a certificate from a medical practitioner for any illness or return to work, certifying that he was unable to carry out his duties due to illness or return to work from illness. The cost of such certificate will be paid by the Company to maximum of **fifty dollars (\$50.00)**. A receipt from the doctor's office must be provided.
- 12.10** For the medical examination required under the O.H.S.A. or its regulations, the Employee may go to a doctor of his choice provided or a doctor selected by the Company, provided the doctor verifies he/she is familiar with the T.D.I. and the regulations, the tests are conducted according to the regulations and the doctor shall forward a copy of the report to the central location where the regulations require records be held for forty (40) years (the report shall be forwarded to a doctor selected by the Company).
- 12.11** The Company will provide a list of Employees to be laid off to a Steward and the Plant Chairperson in advance of the layoff, provided that failure to do such shall not invalidate the layoff.
- a) Employees on layoff are entitled to apply for any job vacancies arising out of a job posting.
 - b) No new Employee or Employees shall be hired in the classification until all laid off Employees from that classification have been called back.

- 12.12** If the total number of Employees within a classification remain constant and the Company wishes to redistribute the Employees within that classification among the shifts on a permanent basis, the following procedure shall be followed:
- a) The Company will ask for volunteers to change shifts.
 - b) If no volunteers are available, the individual with the least seniority within the classification will be required to change shifts.
 - c) Company agrees to give employees at least two (2) working days notice before changing his/her shift
- 12.14** Casual Labour
- a) Casual labour shall be permitted to be employed in the following circumstances:
 - i. Short term increase in demand
 - ii. Absenteeism
 - b) Casual labour shall be limited to the following positions:
 - General Labour
 - c) If casual employee is employed by the company for more than **twenty (20) work days** he/she shall no longer be considered casual and shall apply for a full-time position pursuant to the collective agreement, his/her seniority shall date back to the day he/she commenced work as a casual worker and all provisions of the Collective Agreement apply.
 - d) No position shall be filled by a casual employee, for a period greater than **twenty (20) work days**.
 - e) Special projects, that may require casual employees, shall be by written mutual agreement.

JOB POSTING

- 13.01** All permanent vacancies in new classifications and existing classification shall be posted on the three (3) main bulletin boards for a period of **five (5)** working days and any Employee in the Bargaining Unit in a lower related classification may make application in writing for such vacancy (Copy of posting and successful candidate shall be supplied to the Unit Chair).
- a) In the filling of the vacancies the Company shall be subject to the following:
 - i. Seniority
 - ii. Skill, experience and ability where the qualifications in factor (b) are relatively equal, seniority shall govern.

- b) Nothing herein shall prevent the Company from hiring persons from outside the Bargaining Unit when no qualified Employee applies. In the event that an Employee has been selected to fill such permanent vacancy, then at any time within fifteen (15) working days after being assigned to such vacancy, he/she may elect to revert to his old classification and if he/she does so, then he/she shall be precluded for applying for any new vacancy for a period of six (6) calendar months. Both the original vacancy and the resulting vacancy shall be posted providing the resulting vacancy is not of an entry level. All additional vacancies shall be filled at the discretion of the Company.
- c) Reductions/Lay-Offs in the work force shall be handled in the following manner:
- i. Probationary/Casual Employees of the affected classification shall be laid off first.
 - ii. The junior person in the classification shall be laid off next.
 - iii. Employees so displaced may exercise their seniority to displace junior Employees in a classification that is lower paid. Junior employees laid off from their classification may exercise their seniority to displace junior employees in the classification that is lower paid, provided that they have the skill, ability and experience to perform the work necessary to carry out the function. In no instance will an Employee be allowed to “bump” upwards, except where an Employee has performed such work on a permanent basis satisfactorily for a period of two months in the last six months.
 - iv. Employees who desire to exercise their “bumping” rights will be afforded the normal supervision and a refresher course on the safe operation of the machine and operating procedure. The Company shall fully train the employee on the operation of the machine.
 - v. Employees to be laid off will signify in writing (form provided) their intentions to bump including the position they wish to bump into or accept layoff, before the start of their next shift.
 - vi. Employees who do not exercise their “bumping” rights will not be allowed to exercise these rights at a later date.
 - vii. During periods of lay off, before the Company hires new Employee/s, the employee/s who bumped or was laid off will be the 1st returned to the vacancy prior to any posting, provided that they have the seniority in the classification in which the vacancy exists.
 - viii. Employees who are recalled to a position that they were unable to perform will return to the recall list. In situation such as this the time periods in Article 12.06 c) will continue as though the individual had not been recalled.

- ix. Short shifts shall be defined as a shortage of work less than a full scheduled shift. A short shift is not considered a lay off, but Articles 13.01 c) subsections I and ii apply. The employee who wants to transfer under this provision must have the skill, experience and ability and require no training for the position that he/she is wishing to transfer to.

The parties agree once the training mandate is fulfilled, senior employees, in the event of short shift, on the successful completion of training will have the right to transfer.

There will be no requirement of skill and ability for senior employees to transfer into Material Handler position. If a Material Handler is displaced he/she may bump to a Packer position provided he/she has the seniority. If a Packer is displaced, he/she may bump to an Assembler provided he/she has the seniority and skill, ability and experience.

- 13.02** Applications shall not be accepted for posted jobs that do not constitute an upgrading unless there is evidence that such lateral or downward transfer is necessary to accommodate documented considerations of health of both a physical or non-physical nature.
- 13.03** When a vacancy occurs, Employees in that classification, working on a different shift may apply for the vacant position in order to change shifts, provided that the vacancy then created becomes a posted position under Article 13.01 and can be filled in accordance with Article 12.04 by an Employee presently work. In cases where no qualified Employee applies, the Company will attempt to train a new Employee for the position and then switch the two (2) Employees.

LEAVE OF ABSENCE

- 14.01** The Company may grant Leave of Absence without pay, if an Employee requests it in writing for the Management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Plant. All Leave of Absence granted shall be in writing and signed by the Management and a copy given to the Employee. No leave of absence except for demonstrated exceptional circumstance will be granted between July 1st and October 14th. The employee is entitled to request unused and accrued vacation to offset the equivalent amount of the proposed unpaid leave of absence.

14.02 The Company shall grant Leave of Absence without pay to any Employee required to be off work on legitimate Union Business or to Employees selected to attend Union Conferences and Conventions provided that not more than four (4) Employees shall be absent at one time for legitimate Union Business not more than three (3) Employees at one time for conference and conventions and not more than two (2) Employees at one time for training or seminars.

A request must be made at least three (3) working days prior to the commencement for the Union Leave of Absence.

14.03 Pregnancy Leave: The Company shall grant a Maternity Leave of Absence pursuant to the Employment Standard Act. Maternity Leave of Absence, applies to female employees who have completed thirteen (13) weeks employment when their leave begins.

- a) A seventeen (17) weeks maternity leave of absence may be taken not more than seventeen (17) weeks immediately before the estimated date of delivery. For maternity leave, the employee shall also provide the Company with a certificate from a qualified medical practitioner confirming that she is pregnant.
- b) An employee who is pregnant or nursing, may request the Company to assign her to another job within her classification to continue any of her job functions that may not pose a risk to her health or that of the fetus or child. This request must be accompanied by a certificate from a qualified medical practitioner indicating the risk.
- c) All benefit coverage, as well as continuous service for the purpose of vacation credit accrual, pension, severance, vacation credit and accrual seniority shall be maintained while Employee is on maternity leave.
- d) Upon an Employee's return from maternity leave, the Employee will be returned to their former position or be given a comparable position with comparable wages and benefits.
- e) If the Employee does not wish to return from pregnancy leave on the expected return to work date, the Employee may request from Employer at least two (2) weeks prior to the expected date of return a leave of absence with the expected date of returning to work.

14.04 Parental Adoption Leave: The Company shall grant a Parental/Adoption Leave without pay to an Employee pursuant to the Employment Standard Act. Parental/Adoption Leave of Absence applies to an Employee who is a father or new parent.

- a) Parental/Adoption Leave may commence no later than thirty-five (35) weeks after the baby is born or the child first comes into a parent's custody and/or control. Parental leave must be taken all at one time and can last for a maximum duration of eighteen (18) weeks.
- b) For the purpose of Adoption Leave, an Employee must advise the Company in writing of his acceptance by the appropriate agency as an adoptive parent within thirty (30) days of such notification of acceptance. All other parental leaves must provide written notice at least two (2) weeks prior to commencement of the leave.
- c) An Employee, if requested, shall be granted two (2) working days leave without pay to attend to the needs directly after the receipt of the leave.
- d) All benefits coverage, as well as continuous service for the purpose of vacation credit accrual, pension severance and accrual of seniority shall be maintained while Employees are on parental adoption leave.
- e) Upon an employee's return from Parental/Adoption Leave, the employee will be returned to their former position or be given a comparable position with comparable wages and benefits.

SAFETY AND HEALTH

- 15.01** The Company, the Union and the Employees will cooperate to the fullest extent reasonably possible with a view to the prevention of accidents and the promotion of the Safety and Health of the Employees of the Company. It is hereby agreed that it shall be the duty of the Employees to make use of all protective devices and equipment made available by the Company. All protective devices and equipment made available by the Company will be at no cost to the employee.
- 15.02** The Company and the Union agree that a Joint Health and Safety Committee shall be established. It shall consist of three (3) Management Representatives appointed by the Employer and three (3) Members of the Union, appointed or elected by the Union.
- 15.03** The Joint Committee shall meet at least once every month, at a mutually agreeable time to review Health and Safety conditions within the plant and make such recommendations in this regard as they deem necessary.
- 15.04** In the event that a Union Health and Safety Representative is absent, he/she shall be replaced by an employee who has been designated as the regular replacement by the Union.
- 15.05** Members of the Joint Health and Safety Committee shall be certified as required and all lost time and cost will be borne by the Company.
- 15.06** Prior to the introduction of hazardous materials into the workplace, the JHSC must review all safety data related to the material. The JHSC will make recommendations for the elimination, substitution or safe use of the hazardous material. The Company shall make effort to eliminate products defined as being carcinogenic or suspected to be carcinogenic (as defined by the "IRAC") in the workplace.
- 15.07** Each year, on April 28th, at 11:00 a.m., one minute of silence will be observed in memory of those persons who have died in industrial accidents.

BULLETIN BOARD

- 16.01** The Company will provide suitable places for the display of Union notices, but all such notices must be approved by the Plant Manager or his designates before being posted.

BEREAVEMENT

- 17.01** In the case of a death in the immediate family of an Employee, the Employer shall grant four (4) days regular scheduled consecutive work days, save and except if such bereavement occurs while the Employee is on regularly scheduled vacation or Leave of Absence, with pay, at the appropriate rate of pay. "Immediate Family" shall include:

Spouse	Child
Adopted Child	Father
Mother	Grand child

The employee shall submit a written request for leave prior to or on returning from such leave.

- 17.02** In the case of a death in the "family" of an Employee, the Employer shall grant three (3) days regular scheduled consecutive work days, save and except if such bereavement occurs while the Employee is on regularly scheduled vacation or Leave of Absence, with pay, at the appropriate rate of pay. "Family" shall include:

Sister	Grandparents
Brother	Step Children
Mother-in-Law	Father-in-Law

The employee shall submit a written request for leave prior to or on returning from such leave.

- 17.03** Bereavement Leave during an Employee's scheduled vacation will extend the vacation with pay by the number of qualified days.

JURY DUTY

- 18.01** Any Employee who is required to serve on a jury shall be paid the difference between the amount paid for such service and his normal

rate for hours lost from work up to the normal hours in a week, subject to the following provisions:

- a) Employees must notify the personnel office within one (1) working day after receipt of notice of selection for jury duty.
- b) Any Employee called for jury duty and who is temporarily excused for attendance at court must report for work if a reasonable period of time remains to be worked in his shift.
- c) Employees selected for jury duty that are on other than the day shift shall be assigned to the day shift for those days they are required to serve as jurors.

In order to be eligible for such payments, the Employee must furnish a written statement from the proper public official showing the date and time served and the amount of pay received.

HOURS OF WORK AND OVERTIME

19.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours work per day or per week or of days of work per week.

19.02 The normal workweek shall consist of forty (40) hours per week, eight (8) hours per day, Monday to Friday.

Hours of work for 1 or 2 shift operations.

The starting time for the day shift shall be between seven and eight o'clock a.m., the starting time for the afternoon shift shall be between 3:30 and 4:30 p.m.. Prior to any changes the company will have discussion with the union on alternative to changes and a minimum of five (5) day notice will be given if changes are required.

Hours of work for 3 shift operations

Day Shift: **7:30am–3:45pm** (1x10 min break and 25 min lunch) 8 hrs of pay, 40 hrs weekly pay.

Afternoon shift: **3:45pm–12:00am** (1x10 min break and 25 min lunch) 8 hrs of pay, 40 hrs weekly pay

Midnight Shift:

- Sunday: **10pm–7:30am** (25 min lunch, 1x10 min break)
- Mon–Thurs: **12am–7:30am** (25 min lunch, 1x10 min. break)
- Employees work 38.25 hrs and get paid 40 hrs/wk

Employees will be allowed a thirty (30) minute unpaid lunch break. Block Plant employees will be given five (5) minutes paid clean up time, prior to lunch and will follow the general starting and quitting times as listed in the first paragraph of this article (19.03).

19.03 There shall be one ten (10) minute rest period in the first half of each shift and one ten (10) minute rest period in the second half of each shift to be granted at time or times selected by the Company.

19.04 Overtime at the rate of time and one half of Employee regular hourly rate shall be paid for all work performed on Saturday and at the rate of double of Employees regular hourly rate shall be paid for all work performed on Sunday. Any work performed by any Employee in excess of eight (8) hours in any one day of his/her regular workweek shall be paid at the rate of time and one half.

19.05 Overtime work shall be on a voluntary basis. When the Company schedules overtime work, it shall be distributed in an equalized manner amongst the Employees in the classification that normally performs that work. The Employees who are required to work overtime shall be given at least four (4) hours notice except in emergency situations.

- a) All overtime hours refused by an employee will be counted as work for the purpose of calculating overtime distribution.
- b) If an employee fails to report for an assigned overtime opportunity, he/she shall be charged as if he/she had worked the overtime opportunity.
- c) An Employee placed on an overtime roster due to hire, recall or transfer in the classification is to be charged with the average number of hours assigned the Employees within the same classification for the purpose of calculating overtime distribution.
- d) An overtime roster will be maintained by classification within each department and will be available for examination by the Union.

Should there still be a requirement to work overtime after all qualified employees have been voluntarily canvassed, the union and the company will work together in attempting to convince more employees to work the overtime so that the company can satisfy the customer requirements.

- 19.06** Where the regularly scheduled shift commences on Friday and ends on Saturday, the shift will be paid at straight time rates plus applicable shift premiums.
- 19.07** Payment of wages will be on bi-weekly basis. Payment shall be made by electronic transfer, direct deposit. Employee must supply appropriate banking information. Pay notifications slips to be handed out no later than 12:00 PM on the regular payday. Adjustment to cheques will be made on the next regular payday unless the amount is greater than \$50.00 dollars in which case will be processed within one (1) full working day of authorized changes.
- 19.08** An employee shall not be disciplined for warning buzzer infractions. Employee must be at workstations at all starting and quitting times.
- 19.09** Employees are required to contact his/her Supervisor prior to or at the beginning of shift if he/she is going to be absent or late and provide a reason
- 19.10** Employees must swipe in when they are ready for work (no earlier than fifteen (15) minutes) and swipe out when they finished their shift or leave the building.

PLANT HOLIDAYS

20.01 The following plant holidays, regardless of when they fall will be granted with pay to all Employees who have completed their probationary periods.

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

Plus, one day mutually agreed upon between Christmas and New Year's Day.

If Canada Day falls on a Tuesday, Monday will be the day off.
If Canada Day falls on a Thursday, Friday will be the day off.

Payment for such holidays shall be based on the Employee's regular hourly rate multiplied by the number of hours he/she would normally have worked on such day. If any of the above holidays falls on Saturday, or Sunday, the holiday shall be observed on either the immediately preceding Friday or the following Monday or the day upon which the holiday is observed within the industry or on a mutually agreeable date.

20.02 In order to be entitled to payment for a holiday, an Employee must have worked the full scheduled working day immediately preceding the holiday and the full schedule working day immediately following the holiday, provided that an Employee who fails to so work due to layoff or illness which is verified to the satisfaction of the Company, shall not thereby be disqualified from receiving holiday pay, provided he/she has worked on one or more of the three (3) working days prior to the holiday and returns to work on any of the three (3) working days following the holiday.

- a) The Company, in its sole discretion, on being provided an explanation by the Employee acceptable to the Company, may waive the requirements of this section.
- b) An Employee shall not be entitled to holiday pay if he/she is collecting any other benefit (E.I., WSIB, etc.) on the day of the holiday.

- 20.03** If an Employee works on one of the above named holidays, he/she shall receive payment at time and one half for the hours actually worked by him/her in addition to receiving his/her holiday pay.
- 20.04** Where one of the above named plant holidays falls during an Employee approved vacation period, he/she shall be allowed an extra days vacation with pay or an extra days pay at the option of the Employee.
- 20.05** The company is committed to operating the plant on Family Day. Any employee who wishes to have family day off will make their request to the company in accordance with the provisions of the collective agreement.

VACATION WITH PAY

- 21.01** An Employee who has acquired less than one (1) year seniority with the Company prior to July 1st. in any year shall receive one (1) day of vacation for each completed month of service after the probationary period and shall receive as vacation pay, four percent (4%) of such Employees earnings.
- 21.02** An Employee who has acquired one (1) year seniority with the Company prior to July 1st in that year shall receive two (2) consecutive weeks vacation, and shall receive as vacation pay, four percent (4%) of such Employees earnings (excluding the previous years vacation pay) for time actually employed by the Company during the twelve (12) months immediately preceding July 1st in that year.
- 21.03** An Employee who has acquired **five (5)** years seniority with the Company in any year shall receive three (3) weeks vacation, and shall receive as vacation pay six percent (6%) of such Employee's earnings (excluding the previous years vacation pay) for time actually employed by the Company during the twelve (12) months immediately preceding July 1st in that year.
- 21.04** An Employee who has acquired **ten (10)** years seniority with the Company prior to July 1st in any year shall receive four (4) weeks vacation, and shall receive as vacation pay eight percent (8%) of such Employee's earnings (excluding the previous years vacation pay) for time actually employed by the Company during the twelve (12) months immediately preceding July 1st in that year.

- 21.05** The vacation period may vary by mutual agreement between the Company and the Employee, but in any event vacation must be taken during the vacation year. Vacations must be scheduled and taken by all Employees during the vacation year. No vacation time will be allowed to accumulate from year to year. No Employee shall be paid more than 52 weeks in the vacation year.
- 21.06** Vacation pay in the case of termination of an Employee will be as provided herein and based on their appropriate entitlement for service from July 1st. of the previous year.
- 21.07** All vacation requests must be submitted to the Company no later than April 15th. The Company must respond to the vacation request by May 15th. If the Employee does not submit a request by April 15th, the Company has the right to schedule vacations. Employees who do not receive their preferred vacation dates will meet with the Company to try to accommodate the Employee, by mutual consent. The Company shall hold this meeting prior to June 15th.
- 21.08** Vacation pay will be paid by either of the following options:
- a) During the time off – This will be the default method. Employees will continue to be paid uninterrupted for each vacation day being taken, but not more than what they have earned/accrued. Pay will be deposited via regular payroll on the next scheduled pay date.
 - b) Prior to the employee leaving for vacation - This method will require completing a request form and obtaining management approval 4 weeks prior to departing for vacation. The employee will be paid for the time off being taken, but not more than what has been earned/accrued. Employees will be paid via cheque or special deposit directly into their account in the days prior to their departure for vacation.
 - c) Any unused vacation pay amounts will be paid in the first full week of July.

- 21.09** The Company agrees that no employee shall be restricted in the time of year if he/she chooses to take his/her full vacation entitlement. The Company will grant their request according to plant seniority within the classification. The employees with the greatest seniority shall be given preference over those with least seniority to minimize disruptions to production.
- 21.10** Vacation schedules, once approved by the Employer, shall not be changed; other than by mutual agreement between Employee and Employer.
- 21.11** An employee, who while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation. Such vacation will be rescheduled as may be mutually agreed between the Supervisor and the Employee.
- 21.12** The amount of accrued vacation pay to be shown on Pay stub.

WAGE RATES AND CLASSIFICATIONS

- 22.01** A schedule of job classifications and wage rates is attached hereto and forms part of this Agreement. All Employees shall be classified and paid in accordance with this schedule.

CALL IN PAY, REPORTING TIME, & TEMPORARY TRANSFER

23.01 REPORTING TIME: The Company agrees that Employees reporting for work, unless otherwise notified the previous day, shall be provided with at least four (4) hours work at their hourly rate of pay or shall be paid for four (4) hours at their hourly rate of pay in lieu thereof.

23.02 CALL IN PAY: Employees reporting for work as scheduled on a regular working day, unless notified by the previous day not to report and for whom no work at his/her regular job is available, shall be offered at least four (4) hours employment in other work at the Employee's current hourly rate of wage or at the Company's option will be paid four (4) hours pay in lieu of work. This provision shall not apply if the failure to receive notice was caused by the Employee's absence on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage beyond the control of the Company.

Notice shall be deemed to be given if two telephone calls are made to the employee at the Telephone number in his/her personnel file.

23.03 TEMPORARY TRANSFER: The Company may temporarily assign Employees to other classification such as may be necessary, when there is not work available in his/her classification or to cover a temporary shortage, provided:

- a) That the Union Representatives for the areas affected are advised in writing of the names of the employees involved no later than the end of the shift following the day the temporary transfer occurred.
- b) That the temporary period shall in no case exceed thirty (30) working days unless increased by mutual consent of the Company and the Unit Chairperson.
- c) The Company agrees that it will not use temporary transfer to circumvent the job posting or recall procedure. It is understood that the word "temporary", as used above, shall be deemed to mean thirty (30) working days or less.
- d) Temporary transfer in excess of thirty (30) working days will be filled through a temporary job posting procedure. There is no obligation to train the successful applicant for a temporary position.
- e) Such employees as may be assigned to temporary work shall receive the pay of their regular job classification or the rate of the job classification in which the temporary transfer occurs whichever is the higher.

- f) A temporary Employee will be the first to be laid-off from the affected classification.
- g) An Employee who fills such a temporary position shall return to his/her former classification with full seniority when the temporary transfer is finished. The Company also agrees that the temporary transfer will not be abused to transfer an Employee from classifications to classifications.
- h) No disciplinary action will be taken against any Employee who is transferred to work of a temporary nature in another job classification by reason of his/her failing because of lack of job knowledge to satisfactorily do the work required of him/her in that classification.

BENEFITS

24.01 The Company will pay ninety percent (90%) of the billed premiums for Employees who are at work and who have completed **eighty (80) days worked** with the Company, for the following:

- a) Life Insurance and Accidental Death and Dismemberment Insurance in the amount of \$50,000.
- b) Policy to provide for payment of life insurance proceeds to terminally ill as per letter of agreement.
- c) Major Medical - \$25.00, \$50.00 deductible. The aforementioned deductible will be eliminated effective November 9, 2010 and remain this way for the balance of the contract.
- d) Where there is a generic drug available, the company will reimburse its cost at 100%. Should an employee wish to obtain a brand name drug, he/she will pay the difference between the cost of the brand name drug and the generic one (as per the normal reimbursement @ 80%). Should the generic drug have a negative reaction (or proves to be ineffective) the company will reimburse the aforementioned drug under the normal rules of the drug plan.
- e) Semi-private hospital coverage in accordance with the eligibility requirement of the plans.
- f) Effective November 9, 2009, the Company agrees to contribute towards premiums of a dental plan such as Green Shield Plan 30, with one-year lag of ODA fee schedule.

- i. The Company contribution will be based only on regular schedule hours worked by the Employee to the maximum of forty (40) hours per week, or the cost of the premiums whichever is less.
- ii. The rate of contribution is eighteen (18) cents per eligible hour effective November 6, 2006.
- iii. The balance of the premium will be deducted from the pay of the Employee.

Effective November 9, 2010 (and for the balance of the collective agreement) the company will add the following coverage to the existing dental coverage:

Periodontal and Endodontic both at 80% reimbursement.

The company will pay for the overall dental benefit as follows:

Effective November 9, 2010, the company will pay 50% of the total dental premium and the employees will pay the other 50%.

Effective November 9, 2011, the company will pay 100% of the total dental premium.

Endodontic – standard root canal therapy – excluding retreats, Periodontal- scaling and/or root planning, Standard Denture Service – relining and rebasing of dentures plus denture adjustments after 6 months from installation.

The yearly Benefit Maximum per person is **\$2,100**.

- g) Company will provide vision care plan (glasses or lenses) to **a maximum amount of \$300.00** per person of the family, every twenty-four (24) months. Children under 18 will be provided every twelve (12) months.
 - i. The vision care benefit can be applied against the cost of laser eye surgery.
 - ii. The Company will reimburse employee and eligible family members a maximum of \$50.00 once every two years for eye examinations.
- h) Company to continue benefit coverage for employees who are on WSIB as per the statute.

- a) Company to continue benefit coverage for employees who are on Sick Leave for a maximum of six (6) months.
 - b) In cases where the sick leave is due to a “serious” illness, the company will continue the benefit coverage for a period of twelve (12) months.
 - c) The company may agree to extend the above timelines in special circumstances.
- j) Company to continue benefit coverage for employees who are laid off for three (3) months following the lay-off.

24.02 The Company will pay two-thirds of an Employee’s wage up to the maximum amount per week provided under the Employment Insurance Commission weekly indemnity for fifteen (15) weeks upon the expiration of E.I. benefits.

24.03 The Company shall contribute sixty cents (\$0.60) for each hour worked, for each Employee with one (1) year service to C.W.I.P.P. Pension Plan.

In the event that the parties receive notice from CWIPP of a pending benefit reduction, the Union and the Employer agree to meet to discuss the issues of benefit security, any measures taken to address the pension shortfall, as agreed to by the union and employer shall be cost neutral to the company.

The company and the union will meet once a year, in each of the 3 years, to review the possibility of the company providing retiring allowances to employees.

Within sixty days (60) following ratification the parties will meet to discuss the CWIPP with a view to exploring means within the plan that benefit members.

New hire employees will receive the company contribution after having completed 3 years of seniority.

24.04 Insurance contract to be incorporated into the collective agreement.

24.05 The out-of-province coverage maximum number of days is 60.

DISCIPLINE & DISCIPLINARY ACTION

- 25.01** The Company shall permit an Employee to review his/her file in the presence of a Company Representative provided the following conditions are met:
- a) The request for review shall be a written request.
 - b) The file shall be reviewed at a place designated by the Company.
 - c) No documents shall be removed from the file.
 - d) Such review shall occur during lunch or after completion of one's shift.
 - e) Such review not to occur more often than once every three months.
- 25.02** Any discipline in the form of a verbal warning or written warning shall be removed after twelve (12) months of clear service (no additional disciplinary incidents).
- 25.03** Any discipline in the form of a suspension shall be removed after twelve (12) months of a clear service (no additional disciplinary incidents).
- 25.04** An Employee called in for disciplinary action shall have a Union Representative present during the interview. If no Union Representative is available a Union officer may act on behalf of the grievor. List of officers to be provided.
- 25.05** An Employee shall be notified in writing of the grounds for discharge, suspension or disciplinary action at the time such action is taken place. A copy of such notice shall be given to the Employee's Union Representative. An expired disciplinary notice shall not be used against the Employee.

TECHNOLOGICAL CHANGE

26.01 In the event the Company introduces technological change that affects the jobs of Employees, Employees affected by the technological change will be offered necessary training or retraining at the Employer's expense, provided the Employee has the basic mathematical, verbal and reading skills required of the position.

There shall be no reduction in wage rates for that position during the training or retraining period of any such Employee.

SUBSTANCE ABUSE

27.01 Substance abuse is recognized to be a serious medical and social problem that can affect Employees. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees towards full rehabilitation.

- a) The Company will continue to provide a comprehensive approach towards healing with substance abuse and its related problems.
- b) The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment for a maximum of thirty (30) days.
- c) Employees requiring assistance to deal with substance abuse are asked to contact the Substance Abuse Committee. The Committee shall comprise of one person from the Company and one person from the Union. All inquiries made to the Substance Abuse Committee will be treated with the utmost confidentiality. Assistance to the committee can be obtained from the Unifor National Substance Abuse Representative. The Committee assistance will include referral of Employees to appropriate service treatment and rehabilitation facilities.
- d) An Employee who agrees to treatment shall complete the program and all required after treatment programs.

TRAINING

28.01 When a job is filled in accordance with the job posting procedures, the successful applicant will be given up to ten (10) working days training. The training shall be given during an Employee's regular working hours and those hours shall be considered as time worked.

Once an Employee is successful in a bid, the Employee shall not be able to bid for another position for three (3) months from the date of the last successful bid, save and except the bid is for a position previously held by the Employee.

An employee shall train other employees as required by management in the operation of his/her equipment to the best of his/her ability unless a reasonable explanation that is acceptable to the company is supplied.

TUITION, BOOKS AND PAID EDUCATION LEAVE

29.01 Where the Company sends an Employee on training or educational courses, the Company will pay for all the cost of tuition and covers books/materials, as well as the Employee's lost wages.

29.02 The Company agrees to pay into a special fund **three cents (\$0.03)** per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the Employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the Unifor National Union, and sent by the Company to the following address:

Paid Education Leave Program
205 Placer Court
North York, ON
M2H 3H9

The Company further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

NON-BARGAINING UNIT EMPLOYEES

30.01 Bargaining Unit work shall not be performed by Non-Bargaining Employees except:

- a) In exceptional circumstances, provided there are no Bargaining Unit Employees capable or available for work.
- b) In the instruction and training of Employees.

The above exceptions shall not be used so as to result in the reduction of regular hours for an Employee.

NEW JOB CLASSIFICATION

31.01 When a new job classification is created, within thirty (30) days, the Company will give the Union written notification of the new job classification, an occupational summary of the job and the grouping before becoming operational.

- a) The Company will meet with the Union and will provide all data used to arrive at the proposed new job classification and rate.
- b) If the Union and the Company fail to agree on the rate for such job classification, a policy grievance may be filed.
- c) The arbitrator shall have the authority to set the wage rate for the new job classification.
- d) New job classification will be posted as set out in Article 13 of the Collective Agreement.
- e) These provisions will also apply where the Company make substantive changes in the in the job covered by the existing classification and a new classification is required.

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GENERAL

Hiring Rates for all hires after November 8, 2018

Up to \$2.00 less than the job rate during the **first year** of employment

Up to \$1.33 less than the job rate during the **second year** of employment

Up to \$0.67 less than the job rate during the **third year** of employment
Job rate no later than the end of the 3rd year of employment

The above timelines are after the employee has served his/her probationary period.

Minimum rate not to dip below \$14.00/hr

CLOTHING

The company will supply 3 coveralls and 4 shirt/pants combination to all employees in the maintenance department.

Company shall supply coveralls to rebond machine operators, and pour line personnel once per year.

The Company agrees to reimburse up to one hundred and fifty dollars (\$150) annually towards the purchase of safety shoes for maintenance, foam block plant employees, and rebound mould operators as required by the company. Employees may combine 2 years of subsidy, once during the life of the Collective Agreement.

NOTES

1. Employees who receive a rate higher than the "previous job rate" will retain his rate differential for the life of the Agreement as a 'RED CIRCLE' rate.
2. The above wages are minimum. There may also be added to the above wage any amounts which may be earned through an incentive program which may be in effect from time to time. The company shall provide to those covered by the incentive program the bases and methodology used to calculate the bonus and changes thereto.
3. The Company will pay shift premium of **forty (40) cents** per hour for each hour worked on the afternoon shift.
4. Employees required to work overtime in excess of three (3) hours beyond the completion of their regular shift shall be provided with a meal or be paid an allowance of \$6.50 at the discretion of the Company. The foregoing shall not apply in the case of an employee

- who was notified to work such overtime prior to the completion of his previous shift.
5. Lead Hand: The Company may appoint and remove at its discretion a lead hand that will be paid a premium of twenty (20) cents/hour over the normal rate for his classification. A Lead Hand's responsibilities include leading the work group to ensure proper procedures/practices are followed. The Lead Hand will not hire, fire, or discipline employees. In addition the Lead Hand will not normally distribute pay stubs or assign planned overtime unless the superior of the group in question is not readily available to perform such activities, or on shifts with no supervisor.
 6. The Company shall maintain cleanliness of all existing lunchroom facilities, vending machines, microwave ovens, refrigerators, washrooms and first aid equipment.

PLANT CLOSURE/RE-LOCATION Should Vitafoam Products Canada Ltd – Toronto voluntarily elect to close the total Toronto (150 Toro Road, Toronto) facility as a result of a decision to relocate to a new location in Ontario **outside of the 416/905 area codes**, the Company will give the Union ten (10) weeks notice of such closure and agree to meet with the Union.

The purpose of such Meeting(s) will be to:

- a) Confirm the method of recognition of the union at the new location.
- b) Confirm the rights of existing employees to transfer with the job they normally perform.
- c) The terms of the existing Collective Agreement will apply to the new location.
- d) The seniority of the employees shall be carried to the new plant with a continuance of seniority and service.
- e) In the event of a plant closure, the company agrees to pay severance to all employees at one (1) week per year of service.

The company advises the union that the company has no intention to close the Toro Road facility, for the life of the collective agreement, at this time.

It is understood between the parties that the minimums and maximums as set out in the ESA will not apply. It is further agreed that there shall be no "doubling up" of the severance entitlements

TERMINATION

This Agreement shall remaining force from **November 8, 2018 to November 7, 2021** and shall continue in force from year to year, therefore unless in any year not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized Representatives to affix their signatures this:

Dated this 8 day of November, 2018.

FOR THE COMPANY



Peter Pagan



Mario DeAngelis



Steven Franco

FOR THE UNION




Sam Snyders



Scott McIlmoyle



Ahamad Nabi



Fanus Mehertab



Bin Wang

APPENDIX A

CLASSIFICATION AND RATE

	\$1.00	\$0.56	\$0.57
	<u>Yr 1</u>	<u>Yr 2</u>	<u>Yr 3</u>
Foam Plant Assist	18.52	19.08	19.65
Operator A	18.89	19.45	20.02
Operator B	18.52	19.08	19.65
Operator C	17.70	18.26	18.83
Shipper	17.70	18.26	18.83
Crane Operator	17.98	18.54	19.11
Tow Motor Oper	17.70	18.26	18.83
Mechanic Lead	31.47	32.03	32.60
Mechanic	31.00	31.56	32.13
General Labour	15.98	16.54	17.11

The company agrees to pay each member a signing bonus of \$300, payable upon ratification.

APPENDIX B

Letters of Understanding #1
between
VPC Group Inc.
(The Company)
And
Unifor Canada
Local 112
(The Union)

RE: Long Term Service Recognition (LTSR) Plan

The parties agree to the following stipulations for the Long Term Service Recognition Plan:
Plan Benefits:

- Employees will be paid \$600/ month for 24 months following their last day of service.
- Employees will receive Paid Benefits for 12 months following their last day of service.

Plan Qualifications:

- Employees must be ready and willing to retire
- Employees must be age 65 or older AND have been employed with VPC for 15 years
OR
- Employees age plus their number of years of service must be greater than or equal to 85
 - Ex. ***If you are 60 years old and have worked for the company for 25 years, you will qualify.***

Conditions:

- Maximum 5 employees per year may be awarded.
- If more than 5 employees have requested and are eligible, seniority will apply.
- In order to be considered, employees must fill out and submit an application on or before January 30 of each year.
- If there are less than 5 successful applicants by January 31, the employer will keep the application period open for the remainder of the year until 5 successful applicants have been confirmed.
- Once approved/selected, employees must sign a general release prior to receiving their award.

In the event that the employee becomes deceased during the time they are collecting their LTSR Plan, the Company commits to continue paying the employees estate.

FOR THE COMPANY



Peter Fagan




Mario DeAngelis

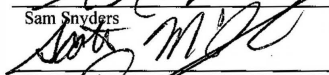


Steven Franco

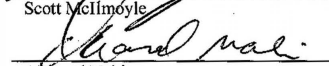
FOR THE UNION




Sam Snyder



Scott McImoyle



Ahamad Nabi



Fanus Melfertab



Bin Wang

Letter of Understanding #2
between
VPC Group Inc.
(The Company)
And
Unifor Canada
Local 112
(The Union)

RE: Collective Agreement "Clean Up"

The parties agree that:

- As part of drafting the new Collective Agreement, the various errors in grammar, spelling, formatting and article numbering will be corrected.

IN WITNESS WHEREOF the parties have executed this Agreement the 8th day of November, 2018.

FOR THE COMPANY



Peter Fagan

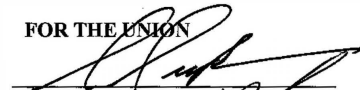


Mario DeAngelis

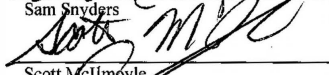


Steven Franco

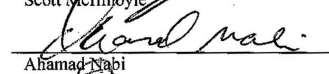
FOR THE UNION



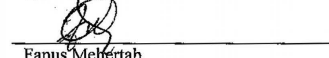
Sam Snyder



Scott McIlmoyle



Ahmad Nabi



Fanus Mehrtab



Bin Wang

Letter of Understanding #3
between
VPC Group Inc.
(The Company)
And
Unifor Canada
Local 112
(The Union)

RE: Collective Agreement Training

The parties agree that:

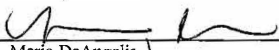
- Upon ratification of the new agreement (effective November 2018), the management team along with union representatives will sit together and review the Collective Agreement in its entirety.
- The objective of the training will be to gain a solid understanding of each article, including its intent.
- Where applicable, the labour relations principles associated with the administration of each article will also be discussed (eg. being mindful of seniority when distributing work).

IN WITNESS WHEREOF the parties have executed this Agreement the 8th day of November, 2018.

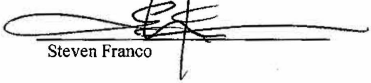
FOR THE COMPANY



Peter Fagan

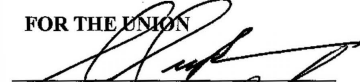


Mario DeAngelis

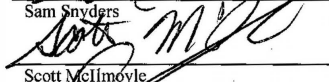


Steven Franco

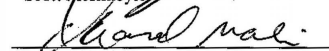
FOR THE UNION




Sam Snyders



Scott McIlmoyle



Ahmad Nabi



Fanus Mehertab



Bin Wang

Letter of Understanding #4
between
VPC Group Inc.
(The Company)
And
Unifor Canada
Local 112
(The Union)

RE: Joint Labour Management Meetings

The parties agree that:

A “**Joint Labour Management Committee**” will be formed, including the following members:

- The Union Chairperson
- The Union Stewards
- The Company’s Plant Management Team
- The Company’s Human Resources Manager

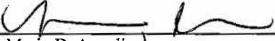
The Committee will meet once per quarter to inquire about, discuss and work together to resolve any concerns related to the collective agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the 8th day of November, 2018.

FOR THE COMPANY



Peter Fagan




Mario DeAngelis



Steven Franco

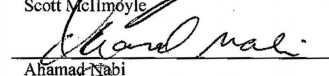
FOR THE UNION



Sam Snyder



Scott McIlmoyle



Ahmad Nabi



Fanus Mchertab



Bin Wang

Letter of Understanding #5
between
VPC Group Inc.
(The Company)
And
Unifor Canada
Local 112
(The Union)

RE: Overtime for Emergency Weekend Work

The parties agree that:

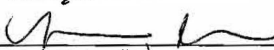
The Company will work with the Union to organize weekend overtime in emergency situations.

IN WITNESS WHEREOF the parties have executed this Agreement the 8th day of November, 2018.

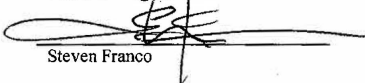
FOR THE COMPANY



Peter Farah




Mario DeAngelis




Steven Franco

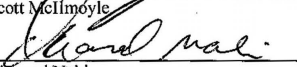
FOR THE UNION




Sam Snyder



Scott McIlmoyle



Ahamad Naji



Fanus Mehrtab



Bin Wang

Letter of Understanding #6
between
VPC Group Inc.
(The Company)
And
Unifor Canada
Local 112
(The Union)

RE: Temporary (Agency) Production Workers

The parties agree that:

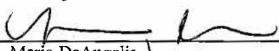
As of January 1, 2019, The Company will employ all active temporary agency workers as full-time permanent employees.

IN WITNESS WHEREOF the parties have executed this Agreement the 8th day of November, 2018.

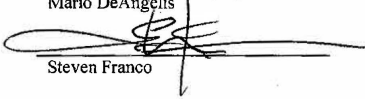
FOR THE COMPANY



Peter Farah




Mario DeAngelis

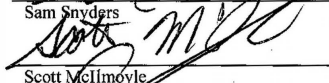


Steven Franco

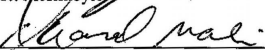
FOR THE UNION



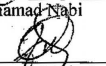
Sam Snyder



Scott McIlmoyle



Ahamad Nabi



Fanus Meherab



Bin Wang

APPENDIX C

OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

Power of the committee

- 9.18** It is the function of a committee and it has power to,
- (a) identify situations that may be a source of danger or hazard to workers;
 - (b) make recommendations to the constructor or employer and the workers for the improvement of the health and safety of workers;
 - (c) recommend to the constructor or employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of the workers;
 - (d) obtain information from the constructor or employer respecting,
 - (i) the identification of potential or existing hazards of materials, processes or equipment, and
 - (ii) health and safety experience and work practices and standards in similar or other industries of which the constructor or employer has knowledge;
 - (e) obtain information from the constructor or employer concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety; and
 - (f) be consulted about, and have a designated member representing workers be present at the beginning of, testing referred to in clause (e) conducted in or about the workplace if the designated member believes his or her presence is required to ensure that valid testing procedures are used or to ensure that the test results are valid.
- 9.19** The members of the committee who represent workers shall designate one of them who is entitled to be present at the beginning of testing described in clause (18) (f).

RESPONSE TO RECOMMENDATIONS

- 9.20** A constructor or employer who receives written recommendations from a committee shall respond in writing within twenty-one days.
- 9.21** A response of a constructor or employer under subsection (20) shall contain a timetable for implementing the recommendations the constructor or employer agrees with and give reasons why the constructor or employer disagrees with any recommendations that the constructor or employer does not accept.

MINUTES OF PROCEEDINGS

- 9.22** A committee shall maintain and keep minutes of its proceedings and make the same available for examination and review by an inspector.

INSPECTIONS

- 9.23** Subject to subsection (24), the members of a committee who represent workers shall designate a member representing workers to inspect the physical condition of the workplace.
- 9.24** If possible, the member designated under subsection (23) shall be a certified member.
- 9.25** The members of a committee are not required to designate the same member to perform all inspections or to perform all of a particular inspection.
- 9.26** Unless otherwise required by the regulations or by an inspector, a member designated under subsection (23) shall inspect the physical condition of the workplace at least once a month.

SCHEDULE OF INSPECTIONS

- 9.28** The inspection required by subsection (27) shall be undertaken in accordance with a schedule established by the committee.

INSPECTIONS

- 9.29** The constructor, employer and the workers shall provide a member designated under subsection (23) with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

INFORMATION REPORTED TO THE COMMITTEE

- 9.30** The member shall inform the committee of situations that may be a source of danger or hazard to workers and the committee shall consider such information within a reasonable period of time.

- 9.31** The members of a committee who represent workers shall designate one or more such members to investigate cases where a worker is killed or critically injured at a workplace from any cause and one of those members may, subject to subsection 51 (2), inspect the place where the accident occurred and any machine, device or thing, and shall report his or her findings to a Director and to the committee.

POSTING OF NAMES AND WORK LOCATIONS

- 9.32** A constructor or an employer required to establish a committee under this section shall post and keep posted at the workplace the names and work locations of the committee members in a conspicuous place or places where they are most likely to come to the attention of the workers.

MEETINGS

- 9.33** A committee shall meet at least once every three months at the workplace and may be required to meet by order of the Ministry.

ENTITLEMENT TO TIME FROM WORK

- 9.34** A member of a committee is entitled to,
- (a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - (b) Such time as is necessary to attend meetings of the Committee; and
 - (c) such time as is necessary to carry out the member's duties under subsections (26), (27), and (31).

ENTITLEMENT TO BE PAID

- 9.35** A member of a committee shall be deemed to be at work during the times described in subsection (34) and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. R.S.O. 1990, c. 0.1, s. 9 (6-35).
- 9.36** A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Safety and Insurance Board and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. R.S.O. 1990, c. 0.1, s. 9 (36); 1998, c. 8, s. 50 (1).

DUTIES OF OWNERS

- 29.29 (1)** The owner of a workplace that is not a project shall ensure that;
- (i) Such facilities as are prescribed are provided;
 - (ii) Any facilities prescribed to be provided are maintained as prescribed,
 - (iii) The workplace complies with the regulations, and
 - (iv) No workplace is constructed, developed, reconstructed, altered or added to expect in compliance with this Act and the regulations; and
 - (v) Where so prescribed, furnish to a Director any drawings, plans or specifications of any workplace as prescribed.

TOXIC SUBSTANCES

ORDERS OF DIRECTOR

- 33.3(1)** Where a biological, chemical or physical agent or combination of such agents is used or intended to be used in the workplace and its presence in the workplace or the manner of its use is in the opinion of a Director likely to endanger the health of a worker, the Director shall by notice in writing to the employer order that the use, intended use, presence or manner of use be,
- (a) prohibited;
 - (b) limited or restricted in such manner as the Director specifies; or
 - (c) subject to such conditions regarding administrative control, work practices, engineering control and time limits for compliance as the Director specifies.

CONTENTS OF ORDER

- 33.33(2)** Where a Director makes an order to an employer under subsection (1), the order shall,
- (a) identify the biological, chemical, or physical, agent, or combination of such agents, and the manner of use that is the subject-matter of the order; and
 - (b) state the opinion of the Director as to the likelihood of the danger to the health of a worker, and the

Director's reasons in respect thereof, including the matters or causes which give rise to his or her opinion.

HAZARDOUS MATERIAL IDENTIFICATION AND DATA SHEET

37.37(1) An employer,

- (a) shall ensure that all hazardous materials present in the workplace are identified in the prescribed manner;
- (b) shall obtain or prepare, as may be prescribed, an un-expired material safety data sheet for all hazardous materials present in the workplace; and
 - (c) shall ensure that the identification required by clause and material safety data sheets required by-clause (b) are available in English and such other languages as may be prescribed.

PROHIBITION

37. (2) No person shall remove or deface the identification described in clause (1) (a) for a hazardous material.

HAZARDOUS MATERIAL NOT TO BE USED

37.(3) An employer shall ensure that a hazardous material is not used, handled or stored at a workplace unless the prescribed requirements concerning identification, material safety data sheets and worker instruction and training are met.

NOTICE TO DIRECTOR

37.(4) An employer shall advise a Director in writing if the employer, after making reasonable efforts, is unable to obtain a label or material safety data sheet required by subsection (1).

INVENTORY AND MATERIAL SAFETY DATA SHEETS TO BE MADE AVAILABLE

- 38.38(1)** A copy of the most recent version of the inventory and of every un-expired material safety data sheet required by this Part in respect of hazardous materials in a workplace shall be:
- (a) made available by the employer in the workplace in such a manner as to allow examination by the workers;
 - (b) furnished by the employer to the committee or health and safety representative, if any, for the workplace or to a worker selected by the workers to represent them, if there is no committee or health and safety representative;
 - (c) furnished by the employer on request or if so prescribed to the medical officer of health of the health unit in which the workplace is located;
 - (d) furnished by the employer on request or if so prescribed to the fire department which serves the location in which the workplace is located; and
 - (e) filed by the employer with a Director on request or if so prescribed.

HAZARDOUS PHYSICAL AGENTS

- 41.41(1)** A person who distributes or supplies, directly or indirectly, or manufactures, produces or designs a thing for use in a workplace that causes, emits or produces a hazardous physical agent when the thing is in use or operation shall ensure that such information as may be prescribed is readily available respecting the hazardous physical agent and the proper use or operation of the thing.

DUTY OF EMPLOYER

- 41. (2)** Where an employer has a thing described in subsection (1) in the workplace, the employer shall ensure that the information referred to in that subsection has been obtained and is,
- (a) made available in the workplace for the workers who use or operate the thing or who are likely to be exposed to the hazardous physical agent; and
 - (b) furnished by the employer to the committee or health and safety representative, if any, for the workplace or a worker selected by the workers to represent them, if there is no committee or health and safety representative.

NOTICE

- 41. (13)** An employer to whom subsection (2) applies shall post prominent notices identifying and warning of the hazardous physical agent in the part of the workplace in which the thing is used or operated or is to be used or operated.

RIGHT TO REFUSE OR TO STOP WORK WHERE HEALTH OR SAFETY IN DANGER

Application REFUSAL TO WORK

- 43. (3)** A worker may refuse to work or do particular work where he or she has reason to believe that;
- (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - (b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
 - (c) any equipment, machine, device, or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention continues to be likely to endanger himself, herself or another worker,

REPORT OF REFUSAL TO WORK

- 43.(4)** Upon refusing to work or do particular work, the worker shall promptly report the circumstances of the refusal to the worker's employer or supervisor who shall forthwith investigate the report in the presence of the worker and, if there is such, in the presence of one of,
- (a) a committee member who represents worker,
 - (b) health and safety representative, if any; or
 - (c) a worker who because of knowledge, experience and training is selected by a trade union that represents the worker, or if there is no trade union, is selected by the workers to represent them, who shall be made available and who shall attend without delay.

WORKER TO REMAIN NEAR WORK STATION

- 43. (5)** Until the investigation is completed, the worker shall remain in a safe place near his or her work station.

REFUSAL TO WORK FOLLOWING INVESTIGATION

- 43.(6)** Where, following the investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or do particular work, the worker has reasonable grounds to believe that,

- (a) the equipment, machine, device, or thing that was the cause of the refusal to work or do particular work continues to be likely to endanger himself, herself or another worker;
- (b) the physical condition of the workplace or the part thereof in which he or she works continues to be likely to endanger himself or herself; or
- (c) any equipment, machine, device, or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention continues to be likely to endanger himself, herself, or another worker,

the worker may refuse to work or do the particular work and the employer or the worker or a person on behalf of the employer or worker shall cause an inspector to be notified thereof.

INVESTIGATION BY INSPECTOR

- 43.(7)** An inspector shall investigate the refusal to work in the presence of the employer or a person representing the employer, the worker, and if there is such, the person mentioned in clause (4) (a), (b), or (c).

WORKER TO REMAIN AT A SAFE PLACE PENDING DECISION

- 43.(10)** Pending the investigation and decision of the inspector, the worker shall remain at a safe place near his or her work station during the worker's normal working hours unless the employer, subject to the provisions of a collective agreement, if any;

- (a) assigns the worker reasonable alternative work during such hours; or
- (b) subject to section 50, where an assignment of reasonable alternatives work is not practicable, gives other directions to the worker.

DUTY TO ADVISE OTHER WORKERS

- 43. (11)** Pending the investigation and decision of the inspector, no worker shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or in the part or the workplace being investigated unless, in the presence of a person described in subsection (12), the worker has been advised of the other worker's refusal and of his or her reasons for the refusal.
- 43. (12)** The person referred to in subsection (11) must be;
- (a) a committee member who represents workers and, if possible, who is a certified member;
 - (b) a health and safety representative; or
 - (c) a worker who because of his or her knowledge, experience and training is selected by the trade union that represents the worker or, if there is no trade union, by the workers to represent them.

ENTITLEMENT TO BE PAID

- 43. (13)** A person shall be deemed to be at work and the person's employer shall pay him or her at the regular or premium rate, as may be proper,
- (a) for the time spent by the person carrying out the duties under subsection (4) and (7) of a person mentioned in clause (4) (a), (b), or (c); and
 - (b) for time spent by the person carrying out the duties under subsection (11) of a person described in subsection (12) R.S.O. 1990, c.0.1,s.43 (3-13)

BASIC SKILLS

For posting purposes an employee will be required to have the basic mathematical, verbal and reading skills. For those employees that do not have these basic skills, management and the union are prepared to investigate a literacy program if there is sufficient number of interested parts.

WORKPLACE TRAINING AND THE JOINT TRAINING COMMITTEE (JTC)

Scope

The parties agree that the objective of the JTC will be to enable employees at all levels and with due respect to their service and seniority, to acquire a wider range of skills and abilities in order to improve their job security and become more productive in their jobs.

The parties agree to cross train employees first within their own job classifications and then in other classifications as mandated by JTC. It is recognized that one of the benefits of such cross training is to allow senior employees the opportunity to transfer within their own job classification. In so doing, this also expands the pool of employees who would be able to perform required work within their job classification.

Composition of the JTC

The JTC shall consist of two members representing management and two members representing the union.

Time spent by the two union members on the JTC shall be paid time.

Duties and Responsibilities of the JTC

The JTC shall develop objectives and procedures consistent with the scope of the Letter of Understanding.

It is the role of the JTC to identify the training needs and develop the training program to meet those needs.

The JTC shall establish the training priorities, the length of the training programs and the timetable for implementation.

It is the JTC's mandate to determine who shall be trained respecting seniority and on what equipment the training shall be carried out.

The JTC shall establish minimum standards of production for the successful completion of the training.

Dispute Mechanism

Should a dispute arise within the mandate of the JTC, it must be presented within five working days to a designated management representative that is not a member of the JTC and to the President of Local 112 or his/her designee.

The management representative and the President of Local 112 must deliver their decision to the JTC within two working days following the meeting.

The decision shall be binding on both parties.

Management Responsibilities

Once the training programs are established, it shall be the obligation of management to carry out the training within the agreed criteria. Failure by management to carry out training as established will lead to the individual not so trained to be deemed trained for short shift and layoff purposes.

Employee Responsibilities

Once an individual is trained, management shall have the right to transfer a trained employee at any time within his/her job classification, subject to the provisions of the Collective Agreement.

Training on the standard operation of equipment will be the responsibility of a qualified worker.

Exemptions

An employee who is not qualified to operate other equipment within his/her job classification, may only bump to the position of material handler in a short shift situation.

All safety related training shall be the responsibility of management.

APPENDIX D

Skill Trades Language

During negotiations the parties discussed the potential to introduce an apprenticeship program at Vita foam. Within twelve (12) months following ratification the parties will meet to explore the possibility and conditions under which such a program can be introduced.

Committee Membership

During the life of the current Collective Agreement the Union shall have the right to appoint or select one (1) additional member from the skill trades to the plant committee as set forth in Article 6.01. The plant committee shall be comprised of not more than five (5) stewards.

During the life of the current Collective Agreement the Union shall have the right to appoint or select one (1) additional member from the skill trades to the negotiating committee as set forth in Article 6.03.

Leave of Absence

No leave of absence (beyond plant holidays listed in Article 20.01) except for demonstrated exceptional circumstance will be granted for the Skill Trades between December 19th to January 2nd

Outside Contractors

Contractors may be used at the Company's discretion provided the following guidelines are followed;

1. Absent employees may be replaced by contractors during their absence. It is agreed by both parties that the work done in the absence shall remain bargaining unit work.
2. In exceptional circumstances, provided there are no Skill Trades employees with the skill and ability or available for work.
3. In circumstances where special equipment is required to perform the work.
4. Contractors may be hired to work on specific projects, provided;
 - a. The project is for a set period of time.
 - b. If there is a skilled trade on lay-off, the Company shall recall the employee to work on the project, provided he/she has the skill and ability to do so. If the project is four (4) weeks or less the employee may refuse the recall without losing their

seniority under the Collective Agreement. If the project is greater than four (4) weeks the employee must return or their seniority shall terminate.

Call Back Pay

Any employee who has completed his/her shift and has swiped out and left the premises and is then called back to work on overtime shall receive a minimum of four (4) hours pay at the appropriate overtime rates for such addition (4) hours of work.

Company Supplied Tools

The Company will supply all power, specialized tools in a secured location. It will be the responsibility of all skill trades to sign out and then sign back in when work is completed or at the end of their shift.

Skill Trades Tools

The company will replace only worn-out, damaged or stolen tools (from locked tool box) with equivalent quality tools based on the required tool list.

In the cases where a tradesperson breaks a tool while at work, he/she shall bring it to the attention of the appropriate member of management for re-ordering. If the tool is not ordered within 5 work days, the tradesperson can purchase a reasonable tool and be reimbursed within 5 days.

The company shall endeavour to hire bona fide journeypersons.

Skilled Trades Council Dues

The Company agrees to deduct Unifor Canadian Skilled Trades Council dues the sum of one half (1/2) hour pay per year in January.

Dual Function Skill Trade

One (1) Skill Trades person if required for the afternoon or midnight shift shall perform the work of both Industrial Mechanic/Millwright and Plant Electrician as long as they have the skill, ability and an electrical skill trade's certificate.

Job Description/Tools List

Industrial Mechanic/Millwright

- To perform all related job functions in strict accordance of all the company's health & safety and environment policies.
- To be part of the company's emergency services such as First Response to Spills and Fires.
- Troubleshoots repairs, dismantles, moves, installs and aligns machinery, production equipment, material handling equipment, pumping and metering equipment and building support systems as required.
- Operate hoisting and lifting devices such as chain falls, jacks and lift trucks to position machinery and parts during installation, set-up and repair of machinery and equipment.
- Inspect and examine machinery and equipment to detect and investigate irregularities and malfunctions.
- Adjust machinery and repair or replace defective parts.
- Understands the function and operation of tool room machines to fabricate parts required during overhaul, maintenance or set-up of machinery.
- Clean, lubricate, and perform other routine maintenance work on machinery, production equipment, foaming systems, material handling systems/equipment, boilers, fire systems, fire diesels pumps, chillers and pneumatic systems.
- Works from blueprints or sketches. Uses hand and power tools, levelling and measuring equipment and welders associated with plant maintenance.
- To assist plant electricians as required.
- Conduct preventive maintenance programs and keep maintenance records as requested by the company.
- Adapts to new methods, processes, material and equipment.

Tool List – Industrial Mechanic/Millwright

Allen Wrenches Standard up to 3/8"
Allen Wrenches Metric up to 10mm
Bar – Heel
Bar – Pry
Chain Puller (Small & Medium) Torpedo Level
Chalk Line
Cold Chisel – Large
Cold Chisel – Small
Combination Square 12"
Combination Wrenches 5/16" to 1-1/8"
Combination Wrenches – metric 8 to 24mm
Crescent Wrench – 6", 8", 10" & 12"
Extension – 1/2" Dr. 10", 5", 2"
Standard Extension – 3/8", 10", 6", 3"
Flat Feeler Gauge
Flat Scraper
Hacksaw
Hammer – 4lb.
Hammer – 8oz.
Hammer – soft face
Hammer 21/2lb.
Pliers – Combinations
Pliers – Diagonal Cutting
Pliers – Needle Nose
Pliers – Channel Lock (Style) 12"
Pliers – Snap Ring (inside & Taps 1/4", 5/16", 3/8" & 1/2" NC outside)
Plumb Bob
Pipe Wrench 12'
Punch – Center
Punch – Prick
Punch – Taper
Punch set – Pin
Screwdrivers – Flat 16", 10", 4", and Stubbie
Screwdrivers – Phillips 6", 3", and Stubbie
Screwdrivers – Robertson's #12, #10, #6, and Stubbie
Ratchet – 3/8 Drive
Ratchet – 1/2 Drive
Sockets 1/2" dr., 10mm to 24mm Metric
Sockets 3/8" dr., 1/4" to 7/8" Standard
Sockets 3/8" dr., 6mm to 19mm Metric
Universal Joints – 1/2" drive
Universal Joints – 3/8" drive
Tape Measure – 16' Metric/imperial Tool Box
Flashlight (batteries supplied by Company)
Aircraft (Yellow) Tin Snips
Safety Utility Knife
Vise Grips (Small & Medium)
HSS Drill Bits 1/8" – 1/2"

Industrial Electrician

- To perform all related job functions in strict accordance of all the company's HEALTH & SAFETY and ENVIRONMENT POLICIES.
- To be part of the company's emergency services such as First Response to Spills and Fires.
- Diagnoses, adjusts, repairs, constructs, assembles, calibrates, installs and maintains all types of electrical and electronic high or low voltage circuitry systems and equipment.
- Services, test and replaces electronic components and all other devices used in plant systems.
- Adjust electrical components and repair or replace defective parts.
- Clean, calibrate and perform other routine electrical maintenance work on machinery, production equipment, foaming system, material handling systems/equipment, boilers, fire systems, chillers and pneumatic systems.
- May plan and perform job layout. May work from blueprints, circuit diagrams and sketches. Uses hand, power, testing, computers and measuring tools associated with electrical installation and maintenance.
- Has working knowledge of Industrial Electronics and National & Local Electrical Codes.
- To assist maintenance mechanics as required.
- Conduct electrical preventive maintenance programs and keep maintenance records as requested by the company.
- Adapts to new methods, processes, material and equipment.

Tool List – Industrial Electrician

Allen Wrenches Standard up to 3/8"
Allen Wrenches Metric up to 10mm
Cold Chisel - Small
Combination Square 12"
Combination Wrenches – 5/16" to 7/8"
Combination Wrenches – metric 8 to 19mm
Crescent Wrench – 6", 12"
Hacksaw
Hammer – 8oz.
Hammer – 21/2lb.
Pliers – Linesmen's
Pliers – Diagonal Cutting
Pliers – Needle Nose
Pliers – Channel Locks (Style) 12"
Fuse Puller (Small & Medium)
Torpedo Level
Digital Clamp-on/Multi-meter supplied by Company and to remain the property of the Company
Punch - Center
Screwdrivers – Flat 16", 10", 4" and Stubbie
Screwdrivers – Phillips 6", 3" and Stubbie
Screwdrivers – Robertson's #12, #10, #6 and Stubbie
Ratchet – 3/8 Drive
Sockets 3/8" dr., 1/4" to 7/8" Standard
Sockets 3/8" dr., 6mm to 19mm Metric
Universal Joints – 3/8 in drive
Tape Measure 16' metric/imperial
Tool Box
Flashlight (batteries supplied by Company)
Safety Utility Knife
Vise Grips (Small & Medium)
HSS Drill Bits 1/8" – 1/2"
Taps 6/32", 8/32", 10/24" & 1/4"

Committee Membership

During the life of the current Collective Agreement the Union shall have the right to appoint or select one (1) additional member from the skill trades to the plant committee as set forth in Article 6.01. The plant committee shall be comprised of not more than five (5) stewards.

During the life of the current Collective Agreement the Union shall have the right to appoint or select one (1) additional member from the skill trades to the negotiating committee as set forth in Article 6.03.

No leave of absence (beyond plant holidays listed in Article 20.01) except for demonstrated exceptional circumstance will be granted for the Skill Trades between December 19th to January 2nd

Bumping/Posting

A permanent vacancy of a skill trade position shall be posted plant wide. If a qualified individual, from production is rewarded such position and does return to their previous position within 15 days, as set out in the Collective Agreement, that individual loses all rights to return to a production position. The individual seniority shall run from the date of entry to the new position and service time shall be as accumulated.

All Mechanics who hold a “dual” ticket will be paid a premium of fifty (50) cents per hour.

