

# **COLLECTIVE AGREEMENT**

Between



**WOODBIDGE®**

Woodbridge Foam Corporation,  
8214 Kipling Ave. Woodbridge, ON

and



**unifor**

Local 112

Unifor and its Local 112

**June 2023 – May 2026**



## **Membership Information**

1. Attend all your Union meetings.
2. Know your contract.
3. Know your Union Representatives and Stewards.
4. Discuss any grievance or complaint with your steward immediately.
5. Follow through on any grievance filed.
6. Maintain sanitary and safe working conditions.
7. Make sure you are informed of Union activities and policies.
8. Speak to new employees and tell them about the gains made by your Union.
9. Set an example for your fellow members.
10. Do not tolerate discrimination against your fellow workers.
11. Make sure the Union office is notified if you change your address.
12. Support the usage of your Employee Assistance Program.

## **Contact information;**



30 Tangiers Road  
Toronto, ON M3J 2B2  
Tel: 416-635-5988  
[www.unifor112.ca](http://www.unifor112.ca)

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

- 1.01** It is mutually agreed that the purpose and intent of this Agreement is to promote co-operation and harmony between the Employer, the Employees, and the Union, and to secure for the parties the full benefits of orderly Collective Bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all Grievances, to promote efficiency in the production of quality products, and set forth the conditions of employment to be observed by the Employees, the Union and the Company.
- 1.02** In this Agreement, words using the masculine gender include the feminine and neuter, the singular includes the plural where the text so indicates.
- 1.03** The parties agree to work together to support and utilize the Woodbridge Production System (WPS) as a tool to provide a competitive advantage for the plant. The Company recognizes the commitments made in the People Value Statement.

## **ARTICLE 2 – RECOGNITION**

- 2.01** The Company recognizes the Union as the exclusive Collective Bargaining agent of all regular plant employees at its plant location, 8214 Kipling Avenue, Woodbridge, Ontario; save and except supervisors, persons above the rank of supervisors, office and plant clerical staff, sales staff, technical staff (such as work measurement staff, Quality Control staff, laboratory staff), engineering staff (such as professional engineers, engineering technicians, designers, draftsman) and co-op students.
- 2.02** The words “employee” or “employees” when used in this Agreement shall mean only such regular plant employees as are included in the bargaining unit as defined in Clause 2.01.
- 2.03** It is not the Company’s intent to replace bargaining unit members by having salaried employees performing bargaining unit work. The salary personnel performing the work will keep the appropriate union representative informed within a reasonable time, of the nature of the work, prior to the work being performed.

## **ARTICLE 3 – PLANT MOVEMENT**

In the event that during the term of this Collective Agreement, the Company decides to move in whole or in part from 8214 Kipling Avenue, Woodbridge, Ontario to a new location in Ontario, not covered by another Collective Agreement, the Company agrees to meet with the Union Committee not less than sixty-days (60) prior to such move.

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

- (a)** Purpose of such meetings will be an explanation of reasons for, and to explore alternatives.
- (b)** Confirm the method of recognition of Unifor at the new location.
- (c)** Confirm the right of existing employees to transfer with the job they normally perform.
- (d)** Review the application of the terms of the Collective Agreement, as to how such terms may be applicable to this new operation.
- (e)** The seniority of the employees shall be carried to the new plant with a continuance of seniority and service.

## **ARTICLE 4 – 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, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

- to operate and administer its affairs, to direct the working force, to plan, direct and control operations,
- to schedule working hours, to determine the number of employees to be employed, and the right to hire and select employees from any source, promote, demote, classify, transfer, rehire, retire.
- to discipline, suspend or discharge employees, for just cause, the right to make, enforce, and alter, from time to time, Rules and Regulations covering the operations, a violation of which may be among the reasons for discipline or discharge, subject to the Grievance Procedure, and release employees because of lack of work or for other reasons.

Any such changes to these Rules and Regulations will be discussed with the Union before implementation.

- to determine the nature and kind of business conducted by the Company, the kinds of locations of plants, equipment, product components, parts and material to be used, parts, components, products, materials, services, and equipment purchased, the control of materials and parts, the methods and techniques of production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards.
- to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company.
- subject to the expressed provisions of this Agreement, and provided it is not inconsistent with the terms of this Agreement.

## **ARTICLE 5 – UNION MEMBERSHIP AND CHECK – OFF**

- 5.01** All regular employees who are Union members at the signing of the Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract.
- 5.02** All regular employees, who are not members of the Union at the date of the signing of this Agreement, shall, as a condition of employment, have the Company deduct from their pay an amount equal to the local Union monthly dues, for the duration of the contract.
- 5.03** All employees hired after the signing of this Agreement, and probationary employees after thirty (30) days worked, shall, as a condition of employment, have the Company deduct from their pay an amount equal to the local Union monthly dues, for the duration of the Agreement.
- 5.04** Dues are defined for the purpose of this Clause as the regular Union dues as prescribed by the Constitution of the Union.

The dues rate is 1.354% of regular wages. Regular pay/wages include, where applicable, but is not limited to vacation pay, holiday

pay, jury duty pay and pay in lieu of notice. Regular pay/wages does not include overtime, Workers' Compensation benefits, termination or severance pay.

- 5.05** a) The Company will, upon receipt of an authorization card signed by an employee covered by Clauses 5.01, 5.02, and 5.03 of this Agreement, who has completed thirty (30) days worked, for the duration of this Agreement, deduct weekly, the regular monthly dues of such employees, and remit such monies to the Financial Secretary of Local 112 of the National Union Unifor by the fifteenth (15<sup>th</sup>) of the month following the month in which the dues were deducted.
- b) If a regular employee because of absence from work due to compensable or non-compensable sickness or injury, or approved leave-of-absence, has no earnings at the time of dues deduction, dues shall be deferred to the last pay period in the following month, subject to 5.06 of the Agreement.
- c) Any such authorization shall take effect, as of the next regular deduction date after it is received by the Company.
- d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Also the name and status of any employee from whom the Company has made no dues deductions.
- 5.06** No deduction shall be made from the pay of any employee covered by Clauses 5.01, 5.02, and 5.03 of this Agreement, in any pay period, where such employee has worked less than ten (10) hours.
- Paid vacation days and paid Holidays will be considered as days worked.
- 5.07** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Collective Agreement.
- 5.08** The Company will provide a T4 Slip and union dues will be added.
- 5.09** The Company will supply the Union with an updated members contact list inclusive of; name, home address, cell and home phone

numbers, and email address in an excel file upon reasonable request.

## **ARTICLE 6 – DISCRIMINATION / HARASSMENT**

- 6.01** Both the Company and the Union are committed to providing a workplace free of discrimination or harassment. Employees must not engage in discrimination or harassment because of prohibited grounds contrary to the Ontario Human Rights Code (the “Code”). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or persons with a disability, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provisions of the Code.
- 6.02** The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behavior against others that can have devastating effects.
- a)** Sexual harassment is any unwanted attention of a sexual nature which is known or should be known to the person to whom it is directed at; such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands;
  - b)** Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, and jokes or other unwanted comments or acts.
- 6.03** The Company and Union will implement and follow the Woodbridge “Fairness and Respect” Policy to deal with all complaints and investigations of this nature.
- 6.04** Filing a Complaint  
If any employee believes that they have been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it. First request a stop of the unwanted behavior. Inform the individual that is doing the alleged harassing or the discrimination against you that the behavior is unwanted and unwelcome. Failing to resolve the issue, the incident should be brought to the attention of your Supervisor and/or Union Committeeperson.



## **6.05 Investigation**

- i. Upon receipt of the complaint, the Supervisor or Union 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 not. If resolved, the outcome will be documented and kept on file by both the Union and Company.
- ii. If the matter remains unresolved the complaint should be brought to the Union Health & Safety Representative and reduced to writing and formally submitted to the Human Resources department. The claimant will indicate whether they would prefer the Company to investigate the matter in the presence of the Union Health and Safety Representative, or if they would prefer to refer the matter to the Joint Committee.
- iii. Upon receipt of a formal complaint, and if the Joint Committee is requested, HR will advise the Joint Committee, who will review the Workplace Fairness & Respect policy to determine if there are grounds to proceed with a formal investigation. In the event that the Committee consensus indicates no harassment has occurred under the policy, the Committee will direct HR to forward a letter outlining the determination of the Committee to the complainant, and the matter will be considered closed. Otherwise, the Joint Committee will begin an investigation. The Joint Committee will be limited to interviewing bargaining unit employees. The Joint Committee will render its decision to the appropriate personnel within twenty (20) working days of first being notified in writing of the complaint – this deadline may be extended in appropriate circumstances.

All investigative actions shall maintain strict confidentiality.

## **6.06 Resolution**

In the event the Joint Committee is unable to reach a consensus on a resolution to the complaint, the Company will issue a final decision on the matter.

## **6.07 Joint Committee**

The Joint Committee will be comprised of the HS&E Supervisor, Human Resources Supervisor, the Union Health & Safety

Representative, and a Union Member. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman on each side. Where a member of the Joint Committee is not able to participate, the Company or Union will temporarily assign a replacement for the missing committee member on their side.

**6.08 Training**

The Company will ensure appropriate training is delivered to all employees by a training source determined by the Company. One of the Union members of the Joint Committee will be invited to all training with members with regards to this topic. The Company agrees to pay for training for the Joint Committee on investigating harassment complaints provided by Unifor.

## **ARTICLE 7 – UNION REPRESENTATION**

**7.01** The Company acknowledges the right of the Union to elect plant representation of up to seven (7) regular employees;

- I. One (1) for each of the three South end shifts
- II. One (1) for the North end - day/afternoon shift
- III. One (1) for the North end - night shift
- IV. One (1) Plant Chairperson.
- V. One (1) Skilled Trades Representative.

The Company will recognize only one (1) union representative at any one (1) time. The Union agrees to assure representation on all shifts.

In the event that the amount of production workers in the Northend increases substantially, the Company and the Union will meet to ensure adequate representation on the remaining two shifts.

The Company will recognize four (4) representatives consisting of a Southend Representative, a Northend Representative, the Skilled Trades Representative, and the Plant Chairperson, as the bargaining committee.

The Union agrees that union representatives will only be acknowledged by the Company if they are representing their working shift

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

- 7.02** The Union will inform the Company in writing of the name of the Committee person, and any subsequent change in the names of the Committee person, and the Company will not be required to recognize the Committee person until such notification from the Union has been received.
- 7.03** The Company will grant reasonable time off with pay during working hours for the Union representative to directly participate in the investigation and adjustment of grievances, or contract administration. Such person and employee must request permission from their immediate supervisor to leave their work stations and must report back to their supervisors when they have completed their grievance activity. All requests will be granted within a reasonable amount of time, and are subject to production requirements, however this period shall be no more than four (4) hours from time of request unless mutually agreed upon. Permission granted by their supervisor will not be abused, nor will excess time be used to transact such business.
- 7.04** The Company agrees to recognize the Negotiating committee which will be from the Plant committee, along with a Representative from the National Union, and/or the representative of the Unifor Local 112.
- 7.05** The Union will be allowed to post on a bulletin board, provided by the Company, notices approved by the Union Representative, Officer of the Local Union, or the National Representative, regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Plant Manager or their representative.
- 7.06** It is agreed that the Union, its members or agents shall not distribute or cause to be distributed any handbills, pamphlets, literature, or Union material during working hours.

- 7.07** Union representatives shall have top seniority during the term of office for the purpose of layoff and recall subject to having the ability to perform the available work.
- 7.08** The Union agrees that there shall be no Union activity of any kind during working hours, or on the premises of the Company, at any time, except as specified in this agreement.
- 7.09** The Company agrees to provide an outfitted office for the use of the Union Representatives.
- 7.10** The Plant Chairperson will be paid the equivalent to the skilled trades wage for all hours worked.
- 7.11** The elected Plant Chairperson will be assigned to the day shift.
- 7.12** The Elected Union HS&E Representative will be assigned to the day shift.

## **ARTICLE 8 – STRIKES AND LOCKOUTS**

- 8.01** The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work, either complete or partial for any reason by any employee or employees. There shall be no lockout by the Company.
- 8.02** The Union agrees it will not counsel or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slowdown in the plant, or any curtailment of work or restrictions of, or interference with, production of the Company, and the Union will cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, or picket the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provisions of this section.
- 8.03** The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the Labour Relations Act, R.S.O. 1980, c.228 as amended.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

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

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

### **Step One – Supervisor Level**

The employee must submit their written grievance to their supervisor or their representative, within three (3) working days from the date of the alleged violation of the Agreement. The grievance will state the nature of the grievance, the applicable Article, and paragraph of this Agreement alleged to have been violated and the remedy sought. The employee will be afforded Union representation during this step. The supervisor shall give their reply in writing to the employee within three (3) working days of the meeting.

### **Step Two – Manager Level**

If the grievance has not been settled at Step One, the Committee person may, if within three (3) working days of receipt of the supervisor's reply, request a meeting between the Committee person with the employee and the Department Manager, or their designated representative, who will arrange such a meeting within three (3) working days thereafter to attempt settlement. The Department Manager will give their written reply to the grievance to the Committee person within three (3) working days following the meeting.

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

If the grievance has not been settled at Step Two, the Union Representative, prior to the expiration of three (3) days after receipt of the Department Manager's written answer, may request a meeting with the Plant Manager. A mutually satisfactory date will be established for the Plant Manager or their representative to meet. At the time the grievance is presented to the Plant Manager or their representative, a representative from the National office of the Union and/or a representative of the local may be present, if requested by

the Union or the Company. The company's answer shall be given to the Union, in writing within three (3) working days following this meeting.

- 9.02** The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.
- 9.03** No matter/issue may be submitted to Arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.04** Failing a satisfactory settlement in Step 3, the grievance may be submitted to Arbitration as outlined in Article (10) of this Agreement.
- 9.05** The Company shall not be subject to any financial liability for any period more than, up to twenty (20) working days maximum, prior to the date a grievance was filed in writing.
- 9.06** Policy, Group, Suspensions or Discharge grievances initiated by the Company or the Union will be originated at the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step of the Grievance Procedure.
- 9.07** Failing a satisfactory settlement at Step 3, of the Grievance Procedure and prior to Arbitration, both parties can mutually agree to refer the matter(s) to Mediation. Both Parties shall submit recommended Mediators for consideration.

If the grievance(s) are not resolved in Mediation either Party may inform the other of their intent to arbitrate per Article 10.

## **ARTICLE 10 – ARBITRATION**

- 10.01** Failing a satisfactory agreement in third step of the grievance procedure, it shall be the responsibility of the party desiring arbitration to inform the other party in writing within ten (10) working days after the Plant Manager, or designated representative's response.
- 10.02** The notice of intent to Arbitrate with a Sole Arbitrator shall contain a list of two (2) Arbitrators for consideration. Notice of Arbitration

shall contain the name of the aggrieved within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list or submit a list of two (2) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from this list within ten (10) working days, either party may request the Ontario Ministry of Labour to name an Arbitrator.

- 10.03** The Arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 10.04** The decision of the Arbitrator shall be binding and final upon both parties. The Arbitrator shall be restricted in their award to the provisions of this Collective Agreement, and shall not in its award add to, delete from, or otherwise alter or amend any provisions of the Agreement, or deal with any matter not covered by this Agreement.
- 10.05** Each party will equally bear the expense and fees of the Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 10.06** Either party may make any extension of the time limits by mutual consent, in writing, or by the Arbitrator, who will advise the parties in writing.

## **ARTICLE 11 – DISCIPLINE AND DISCHARGE**

- 11.01** A claim by a regular employee that they has allegedly been wrongfully discharged, may be recognized as a grievance, provided that a written detailed statement of the reason for such grievance is filed, in writing at Step Three of the Grievance Procedure within three (3) working days after the employee has been notified in writing of such discharge.
- 11.02** A period of twelve (12) months with no recurrence of the same or related violation from the date of issuance of any disciplinary action given to an employee will result in the removal of said disciplinary action from the employee's record.

**11.03** a) Anyone directed by the Company to attend a disciplinary meeting or investigation must have a Union Representative present. This Union Representative may spend a reasonable period of time with the employee prior to the meeting.

b) An employee being discharged or suspended will be given the opportunity to meet with a shift Union Representative or Representative of the Plant Committee for a reasonable period of time prior to leaving the facility when required.

**11.04** The Company recognizes the employee's desire for disciplinary decisions to be made quickly. All disciplinary decisions will be administered to the employee within five (5) working days for the employee involved, with the exception of discharge. Employees receiving suspension will serve the suspension commencing no later than the next scheduled shift after the decision being made.

It is understood that in cases of termination, this time may be reasonably extended.

## **ARTICLE 12 – PROBATIONARY PERIOD**

**12.01** New hires shall be considered probationary until they have completed a total of ninety (90) days actually worked, within a twelve (12) consecutive month period, after which they shall become regular employees, and their seniority date shall be their date of hire.

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

## **ARTICLE 13 – SENIORITY**

**13.01** The term "seniority", as used herein, shall mean accumulated service, as described in Clause 12.01.

**13.02** In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of employee's last names at



their time of hire.

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

- a) If they voluntarily quit.
- b) If they are discharged and not reinstated through the grievance procedure.
- c) If they retire.
- d) If the employee is absent without Company approved leave of absence, for more than three (3) consecutive working days, without a valid reason.
- e) If an employee has been laid off and does not return to work within five (5) days from receipt of the first notice of the registered letter, advising them to report for duty. A copy of the registered letter will be provided to the Union at the time of mailing.
- f) If an employee overstays any Company approved leave of absence for more than three (3) working days without advising the Company and providing reasonable cause to justify the absence.
- g) If an employee is laid off due to lack of work and not recalled for a period extending beyond their length of seniority or twenty-four (24) months, whichever is less.
- h) If an employee accepts gainful employment while on any leave of absence without first obtaining the Company's written consent.

**13.04** It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and telephone numbers (listed or unlisted). If any employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

## **ARTICLE 14 – LAYOFF**

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

- 14.01** Probationary and temporary employees will be laid off first; this may not apply to employees in the Skilled Trades classification. This language will not apply to seniority employees who opt to take voluntary layoff.

When the Company deems it necessary to reduce the workforce, employees will be given as much advance notice as possible. In no case shall this notice be less than 48 hours. The Union will be provided with a list of employees who are scheduled for layoff.

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

- 14.03**
- a) When the Company deems it necessary to reduce the workforce, for up to one (1) day, employees will be offered layoff on a voluntary basis by seniority by classification on the shift(s) and/or department(s) that the layoff occurs. In the absence of volunteers, the junior employee(s) in each classification on the shift(s) and department(s) of the layoff, will be laid-off.
  - b) For layoffs that extend beyond one (1) working days, on the second (2nd) working day and up to the fifteenth (15th) working day, employees will be offered layoff on a voluntary basis by seniority by classification on the shift(s) and/or department(s) that the layoff occurs. In the absence of volunteers, the Junior employee(s) in each classification on the shift(s) and/or department(s) of the layoff, will be laid off. The Senior affected employees can displace the Junior employee in the department, then business unit, if they have the skills and ability.
  - c) Senior employees shall only be subject to layoff under this clause up to 15 days within their business unit per calendar year.
  - d) For layoffs that extend beyond fifteen (15) days, the Senior Employee affected can displace the junior employee in the department, then business unit, if the employee has the skills and demonstrated ability to do the job as determined by the Company. The Junior employee will then go on lay-off. The Junior employee on lay-off can bump the junior employee in another business unit if they have the skills and demonstrated ability as determined by the

Company. If the Junior employee is unable to perform the work available, then they will be laid off. Vacations and shutdown periods are excluded in the lay-off provision.

e) For layoffs of up to fifteen (15) days tooling will be excluded. For anything over fifteen (15) days, the seniority provisions will apply. Time limits set out may be extended by mutual agreement between both parties.

- 14.04** The assessment of an employee's skills and ability shall include an assessment of whether the employee would be able to perform all the duties of the entire job, after a familiarization period not to exceed ten (10) working days.
- 14.05** When an employee returns to work from a non-occupational illness or injury, occupational illness or injury, or other company approved leave of absence, they will be reinstated in their former classification and shift, seniority permitting, if such position exists. If no such position exists, they will exercise seniority and will displace the most junior employee in the plant.
- 14.06** If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of the Company employees may be laid off and the layoff notice provisions of Article 14 will not apply.

## **ARTICLE 15 – RECALL**

- 15.01** Recall of employees after layoff will be in the reverse order of layoff as outlined in the provision of Article 14.
- 15.02** Any employee who refuses a recall to any available job shall lose their seniority, and their employment with the Company will be terminated.
- 15.03** The exception to Clause 15.02 above is that at the time of recall an employee may be eligible for a Leave of Absence outlined in Part XIV of the Ontario Employment Standards Act, 2000. In this circumstance the employee shall immediately notify the Company in writing of the leave that the employee believes that they are eligible for. Depending on the type of leave requested the Company may require documentation supporting their request. The Company shall notify employees of these provisions on their Recall Notice.

- 15.04** Employees who are eligible for a leave outlined above will continue to receive Company sponsored or administered benefits as required by minimum standards under the Employment Standards Act, 2000 as follows; during an employee's leave under Part XIV, the Company shall continue to make the Company's contributions as required by the Employment Standards Act, 2000, provided that the employee continues to pay their contribution, if any, to the benefit plan. The employee must provide the Company with written notice to opt out of benefit continuation.
- 15.05** At the conclusion of their leave an employee will notify the Company in writing of their right to return to work and exercise any bumping rights that may be available under the terms of the Collective Agreement.

## **ARTICLE 16 – JOB POSTING**

- 16.01**
- a) If a permanent job vacancy exists, or new job classifications are created in the plant, such openings shall be posted on the plant bulletin boards for a period of five (5) working days, during which time regular, qualified employees at work in the plant at the time of such job posting may make application for such job vacancy. The Company will forward a copy of the Job Posting to the Union at the time of the posting.
  - b) Employees absent from the plant at the time of such job posting would be permitted to apply for such job postings. The Company is in no way responsible to notify absent employees.
  - c) A list of all applicants and successful bidders will be provided to the Union when requested.
  - d) When an employee accepts a job, they will start their new job within ten (10) working days of acceptance of the posting. The parties acknowledge that there may be legitimate production or other requirements that may require a longer period of time in which someone may move.
  - e) Regardless of when the applicant starts, they will receive the higher rate of pay the Monday following the acceptance of the job posting.
- 16.02** Employees shall be permitted to bid for other job classifications except that the successful regular employee shall be entitled to two (2) transfers within a nine-month (9) period, as a result of obtaining

such job transfer by job posting, unless waived by the Company.

The Company will be reasonable in considering the employees request for a waiver of the nine (9) month period.

- 16.03** Employees bidding for a permanent job vacancy shall be considered by the Company at the time of the job posting on the basis of seniority. Job knowledge, abilities, and qualifications may be considered in determining the successful applicant. Applicants may be required to pass a company written and/or practical skill test. In such circumstances, it is understood that the purpose of the test is to determine whether the applicant has the potential to be able to perform the job as per 16.04.
- 16.04** Employees' reclassified as a result of job bidding may return to their previous classification by choice within (3) days should an employee find they are unable to perform the duties of the new job. The employee may be removed by the Company, at any time up to (7) days actually worked on the job if they cannot perform the job. The Company will meet with the Union and the employee to discuss the reason why the employee is not meeting the normal job requirements after such meeting the employee will be given an opportunity not to exceed five (5) additional days to correct these deficiencies. If the employee fails to correct the deficiencies, they will be transferred to their former classification if such vacancy exists, and if no such vacancy exists, they may then exercise their seniority by filling any existing vacancy in their current department provided they can do the work available. If no such vacancy exists, they may bump the least senior employee in their department, provided they can do the work available. The Company will select the next eligible employee from the job posting applications, if any.
- 16.05** Two (2) subsequent job vacancies will be posted when a successful candidate has filled the original vacancy.
- 16.06** Nothing contained in the Article shall be construed to limit the Company's right to hire new employees from outside, if there are no qualified employees within the bargaining unit to fill the vacancy.

## **ARTICLE 17 – TEMPORARY ASSIGNMENTS / TRANSFERS**

- 17.01** It is understood and agreed between the parties that employees

may be temporarily assigned, by the Company, to classifications other than their own, due to the varying of customer schedules and needs, as well as absenteeism, vacations, leaves of absences or the like. When such temporary assignments are made, the employee involved will be paid the rate of pay for their own position or the position to which they are being temporarily assigned, whichever is higher, for the length of the temporary assignment.

- 17.02** A transfer shall be considered temporary provided it does not exceed thirty (30) working days, and during this period,
- a) The most senior qualified employees will be offered the transfer first in seniority order on the shift. If they refuse, the most junior qualified employee on the shift must go.
  - b) If there is no senior qualified employee in the department to perform the work, the transfer will not be subject to the seniority provisions of this Agreement.
  - c) If such transfer exceeds this period, it will be declared as a temporary or permanent vacancy and posted for job bidding. Such time limits may be extended by mutual agreement.

- 17.03** Vacant jobs created as a result of illness, injury, or occupational accident or illness, or leave of absence, shall not be posted as permanent vacancies and may be filled by the Company on a temporary basis.
- a) The most senior qualified employees will be offered the transfer first in seniority order on the shift. If they refuse, the most junior qualified employee on the shift must go.
  - b) If there is no senior qualified employee in the department to perform the work, the transfer will not be subject to the seniority provisions of this Agreement.
  - c) If such transfer exceeds this period, it will be declared as a temporary or permanent vacancy and posted for job bidding. Such time limits may be extended by mutual agreement.

## **ARTICLE 18 – PAID HOLIDAYS**

- 18.01** The following shall be considered as paid holidays under the terms and conditions of Article 18 of this Collective Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day

Canada Day            Boxing Day  
Civic Holiday

The Company and the Union will agree on three (3) additional days to be taken as Floater holidays during the Christmas holiday period, which will be scheduled as follows:

	2023	2024	2025
Christmas Day	25-Dec	25-Dec	25-Dec
Boxing Day	26-Dec	26-Dec	26-Dec
Floater 1	27-Dec	27-Dec	29-Dec
Floater 2	28-Dec	30-Dec	30-Dec
Floater 3	29-Dec	31-Dec	31-Dec
New Years' Day	1-Jan	1-Jan	1-Jan

These dates are subject to change pending business requirements. Should such a change be necessary, the Company will meet with the Bargaining Committee prior to posting the change.

- 18.02** Any employee absent from work on the last working day immediately preceding, or the first working day immediately following, any of the Paid Holidays listed in Clause 18.01, shall not be entitled to pay for the Holiday, unless the employee has a valid reason.
- 18.03** An employee will also not be paid for a Paid Holiday if:
- a)** He has been laid off
  - b)** He is receiving Worker's Compensation
  - c)** He is on sick leave absence from the Company
  - d)** He is on any approved leave of absence from the Company for more than 20 days
- 18.04** The following arrangements may be exercised if a Paid Holiday falls within an employee's annual vacation: an employee may choose to be allocated an additional day in their vacation, or may choose another day's pay in lieu of additional time off.
- 18.05** Employees eligible for payment of a Paid Holiday will be paid a

normal day's pay on the basis of the applicable hourly rate of the job to which they are assigned the day prior to the Holiday, up to a maximum of eight (8) hours.

- 18.06** If any of the Paid Holidays listed in Clause 18.01 falls on a Saturday or a Sunday, (and has not been replaced by another day, by statute or decree), such Holiday will be observed either on the previous Friday, or the following Monday.

## **ARTICLE 19 – VACATIONS**

- 19.01** Vacations with pay shall be granted to regular employees, on the payroll of the Company on the basis of their seniority with the Company as defined in Article 13 of the Collective Agreement.

- a) Employees with less than six (6) months seniority as of July 1<sup>st</sup> each year will be paid vacation in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.
- b) Employees with more than six (6) months but less than one (1) year of seniority as of July 1<sup>st</sup>, one (1) week with vacation pay of four per cent (4%) of gross earnings less vacation pay based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.
- c) Employees with more than one (1) year, but less than five (5) years of seniority as of July 1<sup>st</sup>, two (2) weeks with vacation pay of four per cent (4%) of gross earnings less vacation pay based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.
- d) Employees with more than five (5) years, but less than ten (10) years of seniority as of July 1<sup>st</sup>, three (3) weeks with vacation pay of six per cent (6%) of gross earnings less vacation pay based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.
- e) Employees with more than ten (10) years, but less than twenty-five (25) years of seniority as of July 1<sup>st</sup>, four (4) weeks with vacation pay of eight per cent (8%) of gross earnings less vacation pay based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.
- f) Employees with more than twenty-five (25) years of seniority as of July 1<sup>st</sup>, five (5) weeks with vacation pay of ten per cent (10%) of gross earnings less vacation pay based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.



- 19.02**
- a) The scheduling of vacations will be based on the necessity of maintaining an efficient operation. Every effort will be made to grant the team member's request, considering the needs of production and giving preference by seniority.
  - b) The period or periods during which the employees may take their vacation shall be determined at the discretion of the Company. The Company, however, will endeavour that the most senior employees are granted their preferred vacation dates, provided such employee makes application on the form provided by the Company to their supervisor or their representative, no later than May 15<sup>th</sup> of each year. The Company will post a notice regarding the Summer shut down for each division by May 1<sup>st</sup> of each year, or if unknown, as soon as reasonably possible thereafter. The Company will respond to the employee's vacation request by May 30<sup>th</sup>.
  - c) Where possible and practical, the Company will schedule two (2) weeks' vacation if requested under clause 19.02 in the month of June, July, and/or August, should the Company decide not to shut down during this period.
  - d) Employees who schedule their current vacation entitlement as per 19.02 b) outside the summer shutdown period, and it has been granted, will have the choice to cancel one of their scheduled weeks and use it for the shutdown period or be laid off for the shutdown period.
  - e) Vacation pay will be calculated on the 2<sup>nd</sup> Saturday of June each year. All employees shall receive their vacation pay on the pay period before the observed Canada Day Statutory Holiday. This payment will be paid as a lump sum on separate deposits and processed as per CRA regulations.
  - f) All employees will be required to schedule and use their full vacation entitlement. Failure to schedule will result in the Company forcing vacation time.
- 19.03** Scheduled vacations, excluding plant shutdown, may only be changed by mutual agreement.
- 19.04** All employees shall take their vacation in the current vacation year, July 1<sup>st</sup> to June 30<sup>th</sup>, and cannot accumulate vacation to be taken in any subsequent vacation year.

## **ARTICLE 20 – HOURS OF WORK**

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

The normal workweek will be comprised of five (5) consecutive workdays, Monday through Friday. Normal production shifts will commence at 11:00 p.m. on Sunday.

In the event the whole Business Unit is on a one- (1) shift schedule, the hours of work will be: 7:00 a.m. – 3:40 p.m.

In the event the whole Business Unit is on a two- (2) shift schedule the hours of work will be: 7:00 a.m. – 3:40 p.m. and 3:40 p.m. – 12:20 a.m. For days where a department is required to run a third shift on overtime, only the department will revert to a three (3) shift schedule for the day the overtime is scheduled.

In the event the whole Business Unit is on a three- (3) shift schedule the hours of work will be: 11:00 p.m. – 7:00a.m. And 7:00 a.m. – 3:00 p.m. and 3:00 p.m. – 11:00 p.m.

For clarity, in the event that any department or classification, excluding Skilled Trades, moves to a three (3) shift schedule within a Business Unit it is understood that the entire Business Unit will revert to a three (3) shift schedule as above. It is further understood that the South end Business Unit is inclusive of the Xanathane group.

- 20.02** In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will provide the Union with a minimum of one (1) week notice.

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

- 20.04** There shall be one (1) twenty (20) minute paid rest period in each half shift of any eight (8) hour day on a three-(3) shift operation.

The Company may change the time of the existing breaks by

fifteen (15) minutes subject to downtime to meet customer requirements. If there is a requirement to go beyond this agreement, the Company and Plant Chairperson, or the appropriate shift representative, will discuss the matter prior to changing the time of the existing breaks.

- 20.05** It is agreed and understood by the Union and its members that all employees will be required to rotate shifts, if requested by the Company, The normal rotation will be days on a one- (1) shift operation. On a two- (2) shift operation it will be two (2) weeks days and two (2) weeks afternoons. On a three- (3) shift operation it will be two (2) weeks days and two (2) weeks afternoons and a steady midnight shift.
- 20.06** An employee requested by the company to change their shift during their regular workweek, will be paid at time and one half (1 1/2) for the first shift of the new scheduled shift, if they were not given three (3) days of notice.
- 20.07** Requests by two teammates in the same area/classification to exchange shifts will be subject to Company approval. Employees wishing to trade shifts by area/classification will be restricted to full shifts. Employees trading shifts will be required to complete a Mutual Shift Exchange form and hand it into their supervisor prior to such shift change. All shift changes will be dealt with in a fair and equitable manner, and the company will be reasonable in considering the request. The employees requesting the change will assume each other's overtime hours and seniority for the duration of the shift change, for the purposes of overtime and layoff. In the event that the Company deems it necessary to deny a request, the reason will be provided to the teammates involved.

## **ARTICLE 21 – OVERTIME**

- 21.01** Hours worked in excess of forty (40) hours in a normal work week will be paid for at the rate of time and one-half (1 ½) the base hourly rate, excluding teammates that fall under addendum #1.

Employees absent because of an involuntary or voluntary layoff, or on an approved CBA or ESA leave of absence, will be credited with the equivalent hours worked towards the overtime threshold.

Hours worked on Saturday or Sunday if the employee has already worked forty (40) hours, will be paid at the applicable overtime rate.

Hours worked on Sunday, unless the employee refuses an overtime opportunity on the preceding Saturday, will be paid at two (2) times the employee's base hourly rate. Clean-up and preparation shifts will be excluded from the double time provisions if the shift starts on a Saturday.

- 21.02** Work performed on statutory Paid Holidays will be paid at two (2) times the employee's base hourly rate, in addition to pay for the Paid Holiday as outlined in Clause 18.05. Work performed on contractual holidays will be paid for at the rate of 1.5 times the base hourly rate, in addition to pay for the Paid Holiday as outlined in Clause 18.05. Overtime on Holiday weekends or Weekends where an employee has scheduled vacation prior to or preceding, will be voluntary.
- 21.03** Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.
- 21.04** The Company shall endeavor to distribute overtime equally among qualified employees, performing the work, on the shift for which the overtime is required, using the Overtime Guidelines. If an error is made, the affected Employee(s) will be provided with the same next available opportunity to work on the shift for which the overtime is required. Employees unable to work overtime shall be considered to have worked for the purposes of equalization. Any changes to the Overtime Guidelines will be discussed with the Union Committee prior to implementation.

A weekly record of overtime worked and refused will be made available.

Employees requested to work overtime before or after their scheduled shift, must perform the duties as assigned by the Supervisor.

The Company will force junior qualified employees to work overtime when necessary.

- 21.05** If an employee is asked to work overtime and agrees to, and the overtime is canceled within a half hour before the end of their

regular shift, or partway through the overtime shift, the employee will receive two hours of overtime pay at the applicable rate or time worked whichever is greater.

- 21.06** The Company is aware of the employees' desire for voluntary overtime and will continue to work with the Union and explore all feasible business options to secure overtime by voluntary means. However, it is clearly understood by the Union and employees that customer requirements must be met to ensure job security for all.

In the event of unforeseen circumstances, the Union and the employees agree they will not refuse to work up to a total of eight (8) hours of overtime in any one (1) week.

The Company will, whenever possible, post notice of mandatory overtime no later than 5:00 pm on Wednesdays.

In the event that mandatory overtime shift is required, voluntary overtime sign-up sheets will be posted to facilitate the process until 5:00pm on the Thursday.

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

- 22.01** Any employee who has not been notified in advance “not to report for work”, and who reports for their regular scheduled shift, will be given at least four (4) hours work. If no work is available, they will be paid for a minimum of four (4) hours, at their base hourly rate.
- 22.02** The obligation of the Company will not prevail:
- 1) If no work is available because of:
    - a) A power shortage or a failure of power supplies.
    - b) Any other condition beyond the control of the Company.
  - 2) If the employee has not kept the Company informed of their current address and telephone number.

## **ARTICLE 23 – CALL BACK PAY**

- 23.01** An employee who has completed their full daily or weekly shifts, and has left the plant, and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable overtime rate. Employees called back under this

Clause will be guaranteed a minimum of four (4) hours of work or pay determined by the Company.

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

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

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

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

**24.03** Any employee's reinstatement after an occupational accident or illness is conditional on their supplying a certificate from a physician that they are fully recovered from the occupational accident or illness, which caused their absence.

The Company will pay for the medical certificate not covered by the Workplace Safety & Insurance Board to return to work and any other medical forms when requested by the Company required for return to work.

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

**24.05** The Company will endeavour the involvement of the Union Health & Safety Representative and/or designated representative before any injured employee leaves the Company premises.

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

- 25.01** Employees, who are permitted to go home due to non-occupational illness or injury, will not be paid for the remainder of their shift.
- 25.02** Any employee's reinstatement after sick leave is conditional on their supplying a certificate from a physician that they are fully recovered from the sickness, which caused their absence.
- 25.03** When such an employee returns to work, they shall be reinstated to their former classification, under the seniority provisions of the Collective Agreement. In the event of a dispute between two physicians concerning the validity of a non-occupational illness or injury, the Company and Union will select a third party physician, and their opinion will be binding on the parties.

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

- 26.01** A personal leave of absence, without pay, for a valid reason acceptable to the Company, may be granted for one (1) period per contract year, that in total, is not to exceed one hundred and twenty (120) days per the life of the CBA, provided such leave does not disturb the efficiency of the employee's work area, or plant, and such application is made to the Plant manager or their representative at least five (5) days prior to the leave of absence, in writing, and written approval is obtained from the Plant Manager or their representative. The Company agrees to consider all requests under this Article, for all employees, in a fair and equitable manner.
- 26.02** When such an employee returns to work, they shall be reinstated to their former classification under the seniority provisions of the Collective Agreement.
- 26.03** For employees with seniority, the Company will accept as a satisfactory reason, one time only, under clause 13.03 (d) for absence of an employee up to sixty (60) days for conviction for an offense arising out of the operation of a motor vehicle as well as any absence because they are being held in custody pending disposition of the charges. The Company will give reasonable consideration to periods of greater length.

## **ARTICLE 27 – PREGNANCY LEAVE OF ABSENCE**

- 27.01** Pregnancy leave of absence will be in accordance with the Employment Standards Act RSO – 2000.

## **ARTICLE 28 – DOMESTIC VIOLENCE LEAVE**

- 28.01** The Company agrees to recognize that Teammates sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, counsellor, shelter worker), a Teammate who is in an abusive or violent situation will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.
- 28.02** Absences which are not covered by sick leave or disability insurance will be granted as an approved paid leave not to exceed five (5) work days. The added unpaid leave will be administered as per the Employment Standards Act RSO (2000).

## **ARTICLE 29 – LEAVE FOR UNION BUSINESS**

- 29.01** An employee elected or nominated by the Union to attend Union Conventions or Meetings, shall be granted a leave of absence, without pay, for a period not to exceed up to one (1) month, provided such leave does not disturb the employee's work area or plant, and the Plant Manager is given a minimum of five (5) working days' notice, in writing, of such absence, and not more than four (4) employees shall be granted such leave of absence at any one time.
- 29.02** Any employee with seniority elected or appointed to the national or local Union staff shall be granted a leave of absence without pay and benefits, provided that such request is made in writing at least two (2) weeks in advance to the plant manager. Employees covered by this clause will accumulate seniority and pension



credits as if they would be otherwise at work during such leave of absence. Additionally, the Union will reimburse the Company reasonable monthly costs for the continuation of the individuals benefits as outlined in this agreement for health care, dental, vision, drug, paramedical, group life insurance, and LTD. The Company is not responsible for STD/Weekly Indemnity. Employees returning from staff Union leaves shall notify the Company in writing of their availability and desire to return to work and the Company shall have five working days to return the employee to work following such notice. Upon an employee's return from such leave of absence the employee will be returned to their former classification if such a vacancy exists.

## **ARTICLE 30 – BEREAVEMENT LEAVES OF ABSENCE**

- 30.01** When a death occurs in the immediate family of an employee, the employee shall be allowed up to five (5) consecutive days off with regular straight time pay at the time of bereavement. An employee's immediate family shall include wife, husband, father, mother, son, daughter, brother, sister, step children, step parents, or same sex spouse. One (1) day off with straight time pay for brother-in-law, sister-in-law, parent in-law and grandparents, at the time of bereavement.
- 30.02** The employee will notify their immediate supervisor in the event of required bereavement leave approval.
- 30.03** In the event that the Bereavement occurs during a regular employee's vacation, or on a paid holiday only, the employee will be offered the opportunity to extend their vacation or holiday by the day(s) involved.
- 30.04** The Company, in exceptional circumstances, may require proof of death.
- 30.05** In the event a death covered by this article occurs out of the country. An effected employee may apply to the company for a leave of absence for the purpose of attending the funeral. Such leave will not be counted towards any other leave or vacation covered by this collective agreement. The company agrees to consider all requests for all employees in a fair and equitable manner.

## **ARTICLE 31– JURY / CORONER DUTY**

- 31.01** An employee who is called for Jury / Coroner service or is subpoenaed to court shall be excused from work for the days on which they serve and they shall receive, for each such day of jury duty on which they, otherwise, would have worked the difference between eight (8) times their base hourly rate and the payment they receive for Jury / Coroner service. The employee will present proof of service and the amount of Jury / Coroner duty fee paid by the court.

## **ARTICLE 32 – SAFETY AND HEALTH**

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

The Company agrees to pay the costs to certify the JHSC Union chair, and a backup among the Union JHSC Committee Members. All JHSC certification will be done through MOL approved providers.

The Company and the Union agree that from time to time, representatives of Management and/or the Union may attend Safety and Health Committee meetings.

It is agreed that each year on April 28, at 11:00am work will stop

and one minute of silence will be observed in memory of workers killed or injured on the job.

The Company agrees to pay for all mutually agreed training as deemed necessary for the elected Union HS&E Representative (Co-Chair). The Company will grant reasonable time off with pay during working hours for this Representative to directly participate in HS&E matters. This employee must request permission from their immediate supervisor to leave their work station and must report back to their supervisor when they have completed their HS&E activity. All requests will be granted within a reasonable amount of time, and are subject to existing production requirements. Permission granted by their supervisor will not be abused, nor will excess time be used to transact such business.

**32.04** All employees will be required to wear Company approved safety shoes or boots as a condition of employment, as a part of the Company's PPE policy, and such foot protection shall be CSA approved. The Company will pay for regular employees only, of these departments, once each consecutive twelve (12) months, from the date of last purchase, a maximum of one hundred and fifty dollars (\$150) for production employees, and a maximum of three hundred and twenty-five dollars (\$325) for Skilled Trades and Tooling employees, towards the purchase of one pair of safety shoes or boots, if required.

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

The Company agrees to pay 100% of the cost of prescription safety glasses and Company approved safety frames, and such eye protection shall be CSA approved, for regular employees working such designated areas requiring prescription safety glasses, once each consecutive twenty -four (24) months from the date of last purchase, if necessary.

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

**32.06** The Company at no cost to the employee will replace prescription safety glasses damaged on the job, (severely spotted glasses included).

## **ARTICLE 33 – MAINTENANCE TOOLS**

- 33.01** Maintenance employees, as a condition of employment, will be required to provide their own hand tools and measuring devices.

An Annual Tool Allowance of eight hundred and fifty dollars (\$850) gross will be paid to all Skilled Tradespersons on a reimbursement basis and upon providing proof of purchase.

## **ARTICLE 34 – SKILLED TRADES**

- 34.01** The skilled trades covered by this article constitute those trades, which are as follows:

Electricians/Electronics  
Millwright

- 34.02** Employees bidding into the Maintenance Department will not carry plant-wide seniority for the purpose of lay-off, recall or vacation preference.

In the event of a reduction in the work force in the Skilled Trades classification group(s), the following procedure shall apply.

**(a)** Probationary employee(s) shall be laid off first within the classification group(s), followed by Apprentices (if applicable) and thereafter Skilled Trades employees within their respective classification group(s) in reverse order of their seniority.

**(b)** Such employee(s) will then exercise their total Company seniority for the purpose of displacing the junior employee in the classification group or trade for which they are qualified, or shall exercise all of their Company seniority in the general production non-classified positions covered under this agreement.

**(c)** Any recall shall be in the reverse order of the above provided the seniority employee has the qualifications to perform the required work.

- 34.03** Entry into the skilled trades shall be restricted to persons who provide documentation supporting their claim to required work experience, and

**(a)** who qualify as journeymen as outlined in the Company job description,

**(b)** or, who qualify for journeymen status through any apprenticeship program recognized by the College of Trades, or holds a Unifor journeyman card in the trade in which they claim recognition,  
**(c)** Or, who provides documents prior to hire or promotion from any classification, proving their claim to journeyman status.

**34.04**

It is the policy of the Company that outside contractors will not be utilized within the plant to perform work normally done by Skilled Trades.

**(a)** In the event utilization of the outside contractors is required, the following procedures will take place:

**(i)** The need will be reviewed in detail, by advance discussion with the union Skilled Trades representative. Written notice will be provided upon request.

**(ii)** If it is work normally performed by Skilled Trades employees, it will be offered to skilled trades first.

**(iii)** The use of outside contractors will be determined by the Company.

**(b)** The Company will not eliminate jobs or deprive employees of overtime by outsourcing and or contracting out work performed by skilled trades.

**(c)** The Company will ensure skilled trades personnel are properly trained on any new piece of equipment and or machine installed in the plant.

**(d)** The Company will ensure skilled trades personnel interface with outside contractors when there are specific skills which our employees would be required to learn.

**(e)** In the event an outside contractor, Corporate Engineering, and/or Internal Engineering are involved in the modification, new installation, or upgrading of any current piece of equipment or machinery the appropriate skilled trades personnel will be advised of the changes or modifications made. This will ensure our employees will be able to properly maintain the equipment.

**(f)** The Company will use Contractors licensed in the trade they are performing. The Company and the Union recognize that, at times, the work in question may not require a licensed contractor. If this situation exists, it will be discussed with the Skilled Trades Representative prior to the work being performed.

**(g)** Emergency work. If a maintenance employee is called in or back prior to or after the completion of their shift, they will receive a minimum of 4 hours overtime pay at the applicable rate. At the completion of the emergency work the maintenance person will have the choice of starting their shift or going home.

**(h)** All vacancies within the maintenance department created by

absence or vacation will be first offered to skilled trades members before utilizing outside contractors.

- 34.05** The Company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor National Skilled Trades Council, one half (½) hour per year from those employees who are deemed by the employer as a skilled tradesperson, including apprentices. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions will be made in the third week of January of each succeeding calendar year. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Local Union (Local 112), who will forward the dues to the Toronto Area Skilled Trades Council (TASTC).

## **ARTICLE 35 – AGREEMENTS**

- 35.01** The Union agrees that this Agreement constitutes the entire Agreement between the parties. All previous Agreements, Supplementary Agreements, Letters of Intent, Understandings, etc., whenever made and whether or not reduced to writing, are in effect until June 1<sup>st</sup>, 2023. Effective upon the ratification of this Agreement, until May 31<sup>st</sup>, 2026, the Company's obligations respecting conditions and employee benefits, are limited exclusively to those specifically stated in this Agreement.

## **ARTICLE 36 – APPENDIX “A” - JOB CLASSIFICATIONS & WAGES**

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

## **ARTICLE 37 – APPENDIX “B” – EMPLOYEE BENEFITS**

- 37.01** The Employee Benefits Section covered by this Agreement, is outlined in Appendix “B” of this Agreement and by reference herein is made part of this Agreement.

## **ARTICLE 38 – DURATION OF AGREEMENT**

**38.01** This Agreement shall become effective upon ratification and shall remain in effect until the 31<sup>st</sup> day of May 2026.

Either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination.

Renew all Letters of Understandings, Addendums, Memorandums, and Appendices of the Collective Agreement, unless otherwise stated.

Signed by their duly authorized officials on May 31, 2023:

**FOR THE COMPANY:**

**Mr. Al Turner**  
Lead Negotiator

**Mr. Filipe Ferreira**  
Plant Manager  
Kipling North

**Mr. Peter Andrianopoulos**  
Plant Manager  
Kipling South

**Ms. Danuta Geringer**  
Human Resources Manager

**Mr. Jesse Haldorson**  
Human Resources Generalist

**FOR THE UNION:**

**Mr. Sam Snyders**  
Unifor National Representative

**Mr. John Turner**  
President, Unifor Local 112

**Mr. Phu Van Phu**  
Plant Chairperson, Kipling Ave.

**Mr. Nirav Gandhi**  
Committeeperson – Kipling Ave.

**Mr. Mark Wright**  
Committeeperson – Kipling Ave.

**Mr. Satvinder Singh Nagi**  
Skilled Trades Rep. – Kipling Ave.

# APPENDIX “A”:

## JOB CLASSIFICATION AND WAGE SCHEDULE

<b>CLASSIFICATION SCHEDULE</b>	
<b>Classification</b>	<b>Labour Class</b>
<b>South End</b>	
Demold	LC8
Insert	LC8
Offline	LC6
Quality Auditor (CS1)	LC8
Lift Truck Operator	LC8
QA Dimensional (SME)	LC8
Shipping	LC8
Mix Make Up (Chemical Handler)	A
<b>North End</b>	
Lamination	LC6
Slitter Operator	LC6
Edgewrap	LC6
Blockprep	LC8
Bandknife	LC6
50' Crane	LC8
Slab Line Operator	LC8
Strataform	LC6
QA Inspector	LC8
Lift Truck Operator	LC8
Shipping	LC8
100' Crane Operator	LC8
Mix Make Up (Chemical Handler)	A
Compactor Driver	LC8
<b>Skilled Trades</b>	
Electrician	AA
Milwright	AA
Apprentice	AP
<b>Tooling Department</b>	
Tooling Mechanic	A
<b>Other</b>	
Plant Chairperson	AA



**June 1, 2023 to May 31, 2024**

	Start	Up to 2yrs	Up to 3 yrs	Top Rate
AA	\$ 41.30	\$ 41.30	\$ 41.30	\$ 41.30
A	\$ 27.78	\$ 27.78	\$ 27.78	\$ 27.78
T	\$ 26.50	\$ 26.50	\$ 26.50	\$ 26.50
LC8	\$ 21.28	\$ 23.34	\$ 23.88	\$ 25.00
LC6	\$ 20.78	\$ 22.84	\$ 23.38	\$ 24.50

**June 1, 2024 to Nov 30, 2024**

	Start	Up to 2yrs	Up to 3 yrs	Top Rate
AA	\$ 41.61	\$ 41.61	\$ 41.61	\$ 41.61
A	\$ 28.34	\$ 28.34	\$ 28.34	\$ 28.34
T	\$ 26.75	\$ 26.75	\$ 26.75	\$ 26.75
LC8	\$ 21.78	\$ 23.84	\$ 24.38	\$ 25.50
LC6	\$ 21.28	\$ 23.34	\$ 23.88	\$ 25.00

**December 1, 2024 to May 31, 2025**

	Start	Up to 2yrs	Up to 3 yrs	Top Rate
AA	\$ 41.92	\$ 41.92	\$ 41.92	\$ 41.92
A	\$ 28.89	\$ 28.89	\$ 28.89	\$ 28.89
T	\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00
LC8	\$ 22.28	\$ 24.34	\$ 24.88	\$ 26.00
LC6	\$ 21.78	\$ 23.84	\$ 24.38	\$ 25.50

**June 1, 2025 to Nov 30, 2025**

	Start	Up to 2yrs	Up to 3 yrs	Top Rate
AA	\$ 42.23	\$ 42.23	\$ 42.23	\$ 42.23
A	\$ 29.45	\$ 29.45	\$ 29.45	\$ 29.45
T	\$ 27.25	\$ 27.25	\$ 27.25	\$ 27.25
LC8	\$ 22.78	\$ 24.84	\$ 25.38	\$ 26.50
LC6	\$ 22.28	\$ 24.34	\$ 24.88	\$ 26.00

**December 1, 2025 to May 31, 2026**

	Start	Up to 2yrs	Up to 3 yrs	Top Rate
AA	\$ 42.55	\$ 42.55	\$ 42.55	\$ 42.55
A	\$ 30.50	\$ 30.50	\$ 30.50	\$ 30.50
T	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00
LC8	\$ 23.78	\$ 25.84	\$ 26.38	\$ 27.50
LC6	\$ 23.28	\$ 25.34	\$ 25.88	\$ 27.00

Note: Effective upon ratification, an hourly shift premium of fifty (\$0.50) cents shall be paid to all employees working on the 'C' shift. Scheduled shifts which commence at the start of the 'A' and 'B' shift and end within the 'C' shift period shall not be paid the 'C' shift premium.

Note: Team Lead premium is \$1.00/hr ; Production Team Leaders will be paid the LC8 rate in addition to the Team Lead Premium

Note: Team Leads have no authority to discipline or recommend discipline of any kind.

## **APPENDIX “B”:**

### **EMPLOYEE BENEFITS**

#### **1. Group Insurance Benefits**

The Company agrees to provide Employee Group Insurance Benefits at 100%, under the Provisions of a Master Policy, for the duration of the Agreement, with a monthly premium for Health Insurance of fifteen dollars (\$15.00) for single Employee's/ twenty-five dollars (\$25.00) for Employee plus 1 dependent/ thirty-five dollars (\$35.00) for Family Coverage, for the duration of the Agreement

- a) A group life insurance benefit for regular employees in the amount of twenty-five thousand dollars (\$25,000). Life insurance coverage will be reduced by 100% when the Member reaches the Normal Retirement Date as outlined in the Pension Plan.
- b) A drug benefit which includes the utilization of an identification card for employees and their eligible dependents under a formulary plan, that reimburses the cost of drugs available only by prescription and with a dispensing fee cap of nine dollars (\$9) as follows:
  - Tier 1 – 80% coverage for drugs on DTF
  - Tier 2 – 60% coverage
  - Drugs purchased through the preferred provider will be covered at 100%

The Plan will provide generic equivalent medication, including step therapy/prior authorization. The Plan will not cover medications which may be compensable under Worker's Compensation or for

which reimbursement is available from any Government, Government Agency or Foundation.

- c) A dental benefit, payable subject to the maximums of insured services provided by the master policy, and the Dental Fee Schedule for the Province of Ontario Dental Association as at the prior year of the claim, for regular employees effective after one year after the date of ratification or after a one year waiting period for those who are hired and become regular employees after the date of ratification for the life of the Agreement.

The Company agrees to provide a dental benefit for basic dental services, as follows:

- Examinations and preventative care payable at 100% with an annual maximum of \$750.00
- Basic restorative (fillings, periodontal, root canals etc.) payable at 80% with an annual maximum of \$1250.00

The Company agrees to provide a dental benefit for major restorative services payable at 50% to an annual maximum payment of \$2000.00

The Company agrees to provide a dental benefit for Orthodontic work for eligible dependent children – (up to the age of 18) only at 50% to a lifetime maximum of \$3,000.00

- d) The Company agrees to provide a prescription vision care benefit under the extended health care benefit after three (3) months from the date of ratification or after a three (3) month waiting period for those who are hired and become regular employees after date of ratification for the life of the Agreement to a maximum of four-hundred dollars (\$400) in any twenty-four (24) month period for employees and their families covered under the Company group plan inclusive of the cost of eye examinations in any twenty-four (24) month period not payable by the Ontario Health Insurance Plan.
- e) The Company agrees to provide an extended health care benefit of specified paramedical services for employees and their eligible dependents, that reimburses at 100% of the eligible costs for expenses over and above those paid by the provincial health insurance plan.

The specified services are; Chiropractor, Chiropodist, Registered Massage Therapist, Acupuncturist, Physical Therapist or Child Psychologist; and will be reimbursed to a maximum of \$60.00 per visit to a combined total of \$1000 per year.

## **2. Suspension of Benefits**

It is agreed and understood by the Union, that the Group Insurance Benefit, outlined in Appendix "B" will be suspended, at the end of the month following the month of layoff, and at the end of the month of the commencement of any leave of absence other than a Leave of Absence under the Ontario Employment Standards Act, 2000, and when off due to non-occupational sickness or injury, and after one (1) year of absence on account of Workers' Compensation. In cases of Leaves under the Ontario Employment Standards Act, 2000, benefits will continue, if required, unless an employee provides the Company with written notice that the employee does not intend to pay the employee's contributions, if any. Group Insurance Benefits will terminate immediately at the date of termination of employment for just cause, resignation or retirement and shall otherwise terminate in accordance with the minimum standards of the Ontario Employment Standards Act, 2000.

## **3. Weekly Indemnity**

The Company will pay one hundred percent (100%) of the monthly premiums, for regular employees, to provide weekly indemnity insurance benefits, under the provisions of a master policy, coverage to provide benefits on a 1-1-4 basis, at the rate of sixty-six and two-thirds percent (66 2/3%) for a maximum of four (4) weeks.

If the employee continues to require time off work after they have been off for the fifth (5th) to the nineteenth (19th) week, the Company agrees to resume the coverage at the rate of sixty-six and two-thirds percent (66 2/3%) from the twentieth (20th) week until the end of twenty-sixth (26th) week.

The Company agrees to continue Group Insurance Benefits coverage outlined in Appendix B and to waive the copay for the periods identified above, to a maximum of 26 weeks.

The Company agrees to instruct the carrier to copy the employee on the status of the employee's claim.

#### **4. Defined Contribution Pension Plan (DCPP)**

All teammates hired after March 31, 2009, will enroll in Woodbridge Foam's Defined Contribution Pension Plan (DCPP) for Hourly Employees as of June 1, 2020.

Employees must have completed one (1) year of service at the time of enrolment.

Employees will make a mandatory contribution of two (2%) percent of their base earnings in the DCPP. The Company will match employee contributions up to two percent (2%) of their base earnings.

Earnings are defined as regular straight time earnings including statutory holiday pay and vacation pay.

Employees will be allowed for additional voluntary contributions without an employer match. Employees are responsible for ensuring contributions within the CRA guidelines.

All employer and employee contributions are immediately vested. The Company will negotiate preferred investment management fees with the record keeper. The Company reserves the right to select and /or change vendors as appropriate.

The Company will pay the administration costs (all expenses other than investment management related fees and expenses).

The Company will provide the "information and education" for the employees.

## **APPENDIX “C”:**

### **TEMPORARY PART TIME**

The parties agree that the Company may utilize a separate group of temporary part-time employees (TPT) to cover unforeseen and scheduled absences.

For the purposes of this agreement, temporary part-time employees will be employed in the following order:

- 1) laid off employees who make themselves available,
- 2) dependents of employees who are currently enrolled in post-secondary education, and
- 3) newly hired employees specific to the temporary part-time (TPT) program.

The intent of the Company is not to replace regular employees with TPTs. If TPT workers are utilized, at no time shall the use of these workers infringe on the right of any qualified bargaining unit employee(s) to work overtime and perform the work that is required to be done by the TPT workers nor infringe on the rights of regular employees covered under the current Collective Agreement or to encourage excessive absenteeism.

1. When TPT employees are hired for temporary work, they shall accumulate seniority on an adjusted service rate basis, and shall be considered as probationary employees. An employee hired as a TPT will have no bumping rights and will not be subject to the seniority provisions of this contract. Seniority employees in the program will not be considered as probationary employees, and will continue to accumulate seniority.
2. In the event a TPT employee becomes a regular full time employee, their seniority date shall be the date they entered the program adjusted based on their service.
3. Employees on lay-off status will be given first opportunity to become TPT's/Summer Help/Students. TPT employees must provide the Company with the days and shifts when they are available to work. A TPT employee will be removed from the list of available employees if they do not work three (3) shifts within a three (3) month period for which they have made themselves available and/or are scheduled to work and fail to do so. Such employee will not be eligible to re-apply for enrolment in the program for a period of three (3) months.

4. TPT employees shall be required to pay Union Dues and Initiation fees according to the Union Constitution.
5. The TPT program excludes Skilled Trades Employees.
6. TPT employees shall be paid a rate equivalent to the starting rate for the classification in which they are working. A seniority employee who, while on lay-off, may elect to enroll as TPT/Summer Help employee shall be paid the senior rate equal to a second year Online employee.
7. A TPT employee shall be paid time and one-half for time for all hours worked over and above forty (40) hours in a work week.
8. A TPT employee who qualifies for Statutory Holiday Pay as per ESA and works on that holiday will be paid the TPT employee's regular straight time hourly rate for all hours worked on that day in addition to the Statutory Holiday pay.
9. TPT employees shall not be eligible to submit a grievance under the terms of the Collective Agreement. Senior members that have opted into the TPT program will have this right.
10. Current employee's dependent children who are attending post-secondary education may be eligible to be hired as a TPT/Student.
11. A TPT employee hired on or after the effective date of this agreement shall not be covered by the benefit plan as outlined in Appendix "B" - Employee Benefits.
12. Every effort will be made to train a TPT to follow the same job rotation schedule as other employees for the purposes of maintaining operating efficiency. The parties will review instances where this may not occur.
13. The Company may terminate the employment of non-seniority TPT employee from the program at any time. The Union will be notified prior to an employee being disqualified or terminated.

# **ADDENDUM 1 - ALL SENIORITY EMPLOYEES AS OF MARCH 31st, 2009**

**The following adjustments/changes are as follows:**

## **1. Article 13 Seniority –**

13:03 (g) if an employee is laid off due to lack of work and not recalled for a period extending beyond 5 years of seniority.

## **2. Article 21 Overtime –**

21.01 Hours worked in excess of 8 hours or 10 hours in a normal work day will be paid for at the rate of time and one-half (1 ½) the base hourly rate.

21.04 The Company & the Union agree that the Company will make every effort to solicit overtime on a voluntary basis. When customer requirements exceed the supply of product, or where there is downtime, or where the customer is in jeopardy of an interruption of supply, the company may require employees to work up to eight hours in any given week, excluding Sunday, in order to meet customer requirements & ensure job security.

## **3. Appendix “A” – Job Classifications and Wages**

As of August 9, 2010 all production seniority employees as of June 1, 2009 will be classified as T's. As these employees leave they will not be replaced within the T classification.

## **4. Appendix “B” – Employee Benefits**

### **1. Group Insurance Benefits**

The Company agrees to provide Employee Group Insurance Benefits at 100%, under the Provisions of a Master Policy, for the duration of the Agreement, with a monthly premium for Health and Dental Insurance of \$15.00 per month for single employees/\$25.00 per month for Single +1 Employee/\$35.00 per month for Family Coverage as follows:

- a) A group life insurance benefit for regular employees in the amount of twenty five thousand (\$25,000) dollars. Life insurance coverage will be reduced by 100 % when the Member reaches the Normal Retirement Date as outlined in the Pension Plan.



- b) An extended health care benefit for employees and their eligible dependents, that reimburses at 100% of the eligible costs for the following expenses over and above those paid by the provincial health insurance plan :
- I. Ambulance services
  - II. Specific medical equipment, and, special medical supplies
  - III. Nursing care limited to ten thousand (\$10,000.00) dollars per illness.
  - IV. Hearing aids including the cost of batteries, to a maximum of five hundred (\$500) dollars. If the hearing disability extends to both ears, the limit is doubled.
  - V. Services of a Chiropractor, Chiropodist, Registered Massage Therapist, Acupuncturist, Physical Therapist or Child Psychologist will be reimbursed to a maximum of \$ 60.00 per visit to a combined total of \$ 1,000 per year.
- c) A drug benefit which includes the utilization of an identification card for employees and their eligible dependents under a formulary plan, that reimburses the cost of drugs available only by prescription and with a dispensing fee cap of nine (\$9) dollars as follows:
- Tier 1 – 80% coverage for drugs on DTF
  - Tier 2 – 60% coverage
  - Drugs purchased through the preferred provider will be covered at 100 %

The Plan will provide generic equivalent medication, including step therapy/prior authorization. The Plan will not cover medications which may be compensable under Worker's Compensation or for which reimbursement is available from any Government, Government Agency or Foundation.

- d) A dental benefit, payable subject to the maximums of insured services provided by the master policy, and the Dental Fee Schedule for the Province of Ontario Dental Association as at the prior year of the claim, for regular employees effective 1 year following date of ratification.

The Company agrees to provide a dental benefit for basic dental services, as follows:

- Examinations and preventative care payable at 100 % with an annual maximum of \$750.00
- Basic restorative (fillings, periodontal, root canals etc.) payable at 80 % with an annual maximum of \$1250.00

The Company agrees to provide a dental benefit for major restorative services payable at 50% to an annual maximum payment of \$2000.00

The Company agrees to provide a dental benefit for Orthodontic work for eligible dependent children – (up to the age of 18) only at 50% to a lifetime maximum of \$3,000.00

- e) The Company agrees to provide a prescription vision care benefit under the extended health care benefit to a maximum of four hundred (\$400) dollars in any twenty-four (24) month period for employees and their families covered under the Company group plan inclusive of the cost of eye examinations in any twenty-four (24) month period not payable by the Ontario Health Insurance Plan.

- f) Co-ordination of all Benefits is mandatory.

## 2. Weekly Indemnity

The Company will pay one hundred (100%) percent of the monthly premiums, for regular employees, to provide weekly indemnity insurance benefits, under the provisions of a master policy, coverage to provide benefits on a 1-1-4 basis, includes 1<sup>st</sup> day for scheduled outpatient day surgery at 66.67% of basic weekly wage for a maximum period of twenty – six (26) weeks.

The Union and the employees agree that the Company will be entitled to the full employer/ employee unemployment insurance

commission (U.I.C.) reduction benefit (6/12ths).

The Company agrees to continue Group Insurance Benefits coverage outlined in addendum 1 and to waive the copay for the duration of the Weekly Indemnity period.

### 3. Long Term Disability (LTD) Plan

The Company will pay one hundred (100%) percent of the monthly premiums for regular employees to provide after 26 weeks of disability under the Weekly indemnity Plan.

Long Term Disability Benefits, to provide a benefit of 66-2/3% of the base salary in effect at the commencement of the disability, until the earlier of being able to return to work or two (2) years of own occupation, subject to the provisions of the Master Policy.

The Company agrees to continue Group Insurance Benefits coverage outlined in addendum 1 and to waive the copay for the duration of the Long Term Disability coverage period.

4. Benefits payable under Weekly Indemnity or Long Term Disability are off-set by any benefits payable under CPP, Worker's Compensation or other Sources.

### 5. Pensions

The Company will continue in effect the present pension plan as described in the Pension Plan for Kipling hourly employees. All eligible participating Production employees covered by the terms of the pension plan shall receive a forty five (\$45.00) dollar monthly pension for credited service to May 31, 2023, and forty five dollars and fifty cents (\$45.50) thereafter. For Skilled Trades the amounts will be \$50.00 to May 31, 2023, and fifty dollars and fifty cents (\$50.50) thereafter. For those on disability or layoff, the benefit rate is the rate in effect at the date the member goes off on layoff or disability.

5.1 The Company will provide for unreduced early retirement under the following conditions for all Employees with Service greater than 22 years as of March 31, 2009 and those Employees who were actively working in the plant as of March 31, 2009 :

(a) when age and credited service combined equals 85 points or more with a minimum age of 55 or:

(b) age 60 with 20 years or more of credited service.

5.2 Employees who leave the Company prior to age 65 and are eligible to receive an unreduced pension as defined above will be eligible to receive a monthly bridge benefit equal to \$16 per month per year of credited service.

5.3 Credited service will accrue to members in receipt of LTD benefits for a period of not greater than 24 months.

5.4 Credited service for the purpose of determining the amount of pensions or bridge benefit will be limited to 30 years. For members with more than 30 years of credited service, their credited service will not be reduced to 30 years, but will cease to accrue on July 1, 2009.

5.5 To provide the Legislated spousal benefit, the employee's accrued life only pension will be reduced by 5% where the employee's spouse is within 10 years of the employee's age at retirement. The reduction will be 10% where the employee's spouse is more than 10 years younger than the employee's age at retirement. If the Employee's death precedes the spouse, the spouse will receive 60% of the reduced pension for the balance of their lifetime.

## 6. Suspension or Termination of Employee Benefits

It is agreed and understood by the Union, that the Group Insurance Benefit and Pension, outlined in Appendix "B" will be suspended, at the end of the month following the month of layoff, and at the end of the month of the commencement of any leave of absence other than a Leave of Absence under the Ontario Employment Standards Act, 2000, and at the end of the Weekly Indemnity period and Long Term Disability coverage period when off due to non-occupational sickness or injury, and after one (1) year of absence on account of Workers' Compensation. In cases of Leaves under the Ontario Employment Standards Act, 2000, benefits will continue, if required, unless an employee provides the Company with written notice that the employee does not intend to pay the employee's contributions, if any. Group Insurance Benefits and Pension will terminate immediately at the date of termination of employment for just cause, resignation or retirement and shall otherwise terminate in accordance with the minimum standards of the Ontario

**7. COLA –**

COLA - The Company and Union agree that COLA will be frozen at \$0.00 during the life of the CBA. The Company agrees 1 month prior to expiry to use the CPI index as an indicator for the 1<sup>st</sup> adjustment if applicable in the next CBA.

**8. Lump Sum –**

- a. The Company will pay a lump sum of \$ 1500 gross (less statutory deductions) for all active T Production employees in the plant the first pay period of each December during the life of the CBA.
- b. T Production employees will be able to transfer their pre-tax lump sum payments into their personal RRSP account provided they submit to the Company a completed RRSP transfer form 30 days prior to payment. The Company takes no responsibility as to the completion of the form or if the employee has enough allowable RRSP room at time of transfer in accordance with the Canada Revenue Agency.

## **LETTER OF UNDERSTANDING #1**

June 4, 2015

### **RE: Payroll Discrepancies**

Payroll discrepancies as a result of Company error of \$100 or more, will be issued to individuals on a separate cheque within 24 hours of the Company becoming aware of the problem.

Grievances paid in the amount of \$200 or more will be paid on a separate cheque during a regular payroll period.

Danuta Geringer  
Manager Human Resources  
Woodbridge Foam Kipling Ave.

John Turner  
Chairperson Unifor Local 112

## **LETTER OF UNDERSTANDING #2**

September 25, 2015

To: Mr. John Turner  
Chairperson WFC – Kipling Ave.  
Unifor Local 112

### **RE: Tooling Employees**

Tooling employees are not considered to be a part of the Skilled Trades classification; however Tooling is to be regarded as its own department.

Tooling employees will not be required to hold a welding certificate.

The Company maintains the right to perform a written and practical test to ensure competency and adherence to HS&E requirements.

Yours truly,

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

cc. Scott McIlmoyle  
President Unifor Local 112

## **LETTER OF UNDERSTANDING #3**

To: Plant Chairperson

### **RE: OVERTIME ERRORS**

The Company will strive to distribute overtime equally among qualified employees, performing the work, on the shift for which the overtime is required. Errors made by the company are addressed in Article 21.04, and the affected party will be made whole with the next available opportunity.

If the same employee is affected by a Company error in overtime distribution more than once in a 3-month period, it will be a discussion point in the quarterly Management/Union meetings. The affected employee will be paid for any additional overtime opportunity errors after the first incident.

All parties agree that this Letter of Understanding, and its provisions, will be reviewed at the midway point of the collective agreement. This letter will be dissolved if mutually agreed to by both parties.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.



## **LETTER OF UNDERSTANDING #4**

To: Plant Chairperson

### **RE: RECRUITMENT OF WORKERS**

If the Company cannot recruit enough workers from the TPT program, or through preferential hiring, the Company agrees that the use of recruitment agencies will be intended for hiring permanent Woodbridge employees.

These agency hires will be Woodbridge Foam employees and be paid the start rate for the job they are performing and pay Union dues as per the constitution of the Union. All hours worked by agency hires will be credited towards their probationary period.

Any agency hires currently working in the plant will be treated as permanent hires per the Collective Bargaining Agreement, and their seniority date will be the date they started.

It is understood that if agency workers are utilized, at no time shall the use of these workers infringe on the right of any qualified bargaining unit employee(s) to work overtime and perform the work that is required by the agency workers.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #5**

To: Plant Chairperson

### **RE: HIRING OF STUDENTS**

The Company may employ students on the following basis: Students may be employed for the summer months, May to Labour Day (September) for vacation coverage, scheduled absences and leaves of absences. It is understood that students shall not be employed if regular employees of the Bargaining Unit are laid off.

The parties further agree that: Students will not acquire seniority while working in this status, and further, will not be covered by the Seniority provisions contained in this Collective Agreement. Such students will be required to pay Union dues per the provisions of Article 5.

Students will be paid the start rate for the job that they are performing. The Company agrees to offer each overtime assignment to regular, qualified unionized employees first, before utilizing such students. Students shall mean a person attending school, college, or university on a full-time basis and who has indicated their intentions to return to school at the end of the summer break, by signing a letter stating such.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #6**

To: Plant Chairperson

### **RE: WOMEN'S ADVOCATE**

As a result of discussions, the Union and the company agree 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 special resources in the community such as counselors or women's shelters to assist them in dealing with these or other issues.

The parties agree to recognize that the role of the women's advocate will be served by a Unifor female member. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality. The women's advocate will develop appropriate communication to inform female employees about the advocacy role.

The women's advocate will be provided with leave under article 28 to receive the appropriate Unifor training for this role.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #7**

To: Plant Chairperson

### **RE: PLANT CLOSURE**

In the event that during the term of this Collective Agreement, the Company decides to close in whole or in part 8214 Kipling Avenue, Woodbridge, Ontario, the Company agrees to meet with the Union Committee not less than (180) calendar days prior to such closure.

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

- (a) Discuss the reasons for the closure, and to explore alternatives.
- (b) To discuss a Plant Closure or wind down agreement.

The Company will use our Unifor skilled trades in the decommissioning of the plant.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #8**

To: Plant Chairperson

### **RE: PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund one and a half (\$0.015) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. This paid education leave will be for the purpose of upgrading the employee skills in all aspects of in plant representation and trade union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union of Unifor.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #9**

To: Plant Chairperson

### **RE: EMERGENCY LEAVE**

The Company and the Union recognize that employees have family and personal obligations and those emergencies that are unpredictable and beyond their control could lead to unpaid absences from work:

- Home conditions (for example: flood, fire)
- Personal emergencies (for example: personal illness, car accident, theft or burglary);
- Family emergencies (for example: sickness of a child or parent, school or daycare closure);
- Urgent medical or dental appointments that cannot be scheduled outside of working hours;
- Interruption or failure of public transportation;
- Road closure due to a major accident.

The Union recognizes that it is the employees' responsibility to find alternatives so as to avoid absences from work and to take the necessary measures in order to return to work as soon as possible.

Where the criteria set forth in this Letter of Intent are met, the Company confirms that local management should authorize an absence for family or personal emergency.

To replace the related provisions as set out in the Employment Standards Act (2000 RSO), all employees will be entitled to Emergency Leave of Absence days as per Bill 148 passed on November 7, 2017.

For clarity, the Emergency Leave of Absence shall be a total of seven (7) unpaid days per calendar year.

The employer may require evidence of entitlement to personal emergency leave days but will not be permitted to require a certificate from a qualified health practitioner.

Should any laws or regulations affect the agreement or entitlement to Personal Emergency Leave, the Company will adjust this letter in accordance with the law or regulation. However, these adjustments will not reduce the overall level of benefit as described above.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #10**

To: Plant Chairperson

### **RE: APPRENTICESHIP PROGRAM**

The Company and Union agrees to work together, in good faith, towards to implementing an apprenticeship program for the Kipling facility. The parties agree to meet within 30 days of ratification of this collective agreement to review and finalize the program. The parties will discuss any current needs prior to full implementation of the program.

There will be a commitment by the company to hire a minimum of one apprentice into the program before the end of the calendar year 2019. In subsequent years the Union and the Company will continue dialogue to implement future apprentices prior to further skilled trades hires.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.



## **LETTER OF UNDERSTANDING #11**

To: Plant Chairperson

### **RE: WEEKEND OVERTIME OPPORTUNITIES**

The Company agrees that the current operation of ICE BLASTING / CO2 Cleaning will be done by bargaining unit employees. The Company further agrees that any changes to the conditioning of tools ex: Heat and Wipe will be performed by bargaining unit employees.

The Company agrees that all production/warehouse clean-up (excluding work performed under cleaning contracts), painting (except where third parties are required), EPP frame/insert reclamation, and in-house sorts (excluding customer mandated third party sorts) will be offered to bargaining unit employees. The scope of the language in this paragraph extends to work performed in the work area of the teammate(s).

The Company proposes that a conversation with the Union regarding the implementation strategy for the above, inclusive of identifying candidates and training, will take place within 30 days of ratification of the Collective Agreement.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #12**

To: Plant Chairperson

### **RE: AUTOPARTS SECTOR PREFERENTIAL HIRING**

The Company and the Union recognize the importance of experienced and skilled workers, in both production and trades jobs, as being essential to the success of the operations. Auto parts workers who have been laid off through no fault of their own possess a wealth of experience and readily transferable skills that can be applied to work in other auto parts facilities.

The Company encourages and agree to consider former Woodbridge and other auto part workers for open plant positions. Qualified applicants will be interviewed and considered based on their skills, work experience and employment history.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #13**

To: Plant Chairperson

### **RE: TEAMMATE APPRECIATION OF SERVICE**

Woodbridge Foam appreciates our teammates' efforts as One Winning Team to support our customers. In recognition of these efforts, the Company will provide a \$25 gift card to each teammate on their birthday, or annually if the teammate does not wish to celebrate their birthday.

Our success over the years at our Kipling facility has been a direct result of the dedication of the people that work here, and the relationships that we have built and maintain with each other.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #14**

To: Plant Chairperson

### **RE: MOMENTS OF SILENCE**

The Parties agree to recognize the following commemorations:

- International Day for the Elimination of Racial Discrimination - March 21
- National Day of Mourning in recognition of workers killed or injured on the job – April 28
- Truth & Reconciliation Day – September 30
- Remembrance Day – November 11
- Elimination of Violence Against Women – December 6

A companywide email shall be sent to recognize the significance of the day and one minute of silence at 11:00 am will be observed for all events except Remembrance Day which will be two minutes of silence.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #15**

To: Plant Chairperson

### **RE: RACIAL JUSTICE**

The Company and the Union recognize that Black, Indigenous and racialized union members may require support for concerns related to racial discrimination and racial violence in the workplace.

The parties agree to recognize a Racial Justice Advocate who is an individual who identifies as a member of the Black, Indigenous or racialized community. The Company agrees to work with Unifor to recognize a Racial Justice Advocate, appointed by the Union.

The Racial Justice Advocate with Human Resources assistance will develop, anti-racism initiatives that are aligned with both the Company and Union anti-racism and equity strategies. The Advocate will be provided with access to a private office in order to meet with employees confidentially.

The Company and the Union will develop appropriate communications to inform all Black, Indigenous and racialized union members of the role of the Racial Justice Advocate and information on how to contact them.

The Advocate will participate in an initial training session and regular refresher training to be delivered by the Union. The Union agrees to pay for lost time, travel time, registration costs, lodging, transportation, meals, and other reasonable expenses.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.

## **LETTER OF UNDERSTANDING #16**

To: Plant Chairperson

### **RE: NEW CAAT DB PLUS PENSION PLAN**

During this round of negotiations, pension was a primary issue raised by the Union. The Company hereby agrees to adopt, the CAAT DB Plus Pension Plan with the following principles:

- The Woodbridge DB Pension plan, and its active members from the Tilbury and Kipling plans, will remain in the DB Pension Plan pending a comprehensive review, per our letter of understanding.
- The Woodbridge DC Pension will be frozen effective September 30, 2023. All current/active members will continue to have contributions made to the Woodbridge DC plan with a new mandatory 2% employee contribution and the matching 2% employer contribution up until the freeze date.
- DC pension earnings that have been accumulated (all contributions + investment growth) at the freeze date will remain assigned to the teammate and will be available to teammates as a lump sum at retirement, (which may be used to purchase a monthly annuity or other retirement arrangement). The amount at retirement will be dependent upon contribution level, and fund performance.
- All Woodbridge pension benefits and/or accumulations stay in the Woodbridge plan for payment at teammates' retirement. The plans will not collapse or wind up and will remain functional for active and non-active members of the Plans. The employer will continue to pay the IMFs (management fees) as it currently does, for the future frozen plan.
- No additional Woodbridge DC pension will be earned for Kipling teammates beyond the freeze date of September 30, 2023. All future contributions will be made to the CAAT DB Plus Pension Plan based on the below criteria.

- **R Class:**
  - Effective October 1, 2023 teammates will receive a 2% company match to their mandatory contribution of 2% of their base earnings into the CAAT DB Plus Pension Plan.
  - At retirement: teammates will receive a monthly CAAT DB Plus Pension Plan payment (per plan design formula details) plus any contributions and investment growth from their remaining DC account balance.
- **T-Class at the Cap:**
  - T-Class teammates that were in the Woodbridge DB pension plan, who previously reached a pension cap of 30 years will move to the CAAT DB Plus Pension Plan which includes a mandatory contribution that is matched by the employer.
  - At retirement: T-Class teammates will get a monthly Woodbridge DB payment plus the CAAT DB Plus Pension Plan payment, if applicable.
- **T Class currently accruing DB credits:**
  - T-Class teammates who have not reached a 30-year cap or do not have a cap will continue in the Woodbridge DB plan. All provisions in the plan remain the same.
  - Effective June 1, 2023 Woodbridge DB plan members who have not reached their cap will receive a fifty (50) cent increase per month to their pension credits on a go forward basis. This is inclusive of the Tilbury members.
  - T-Class teammates that are in the Woodbridge DB pension plan, and are currently subject to a pension cap, upon reaching a pension cap of 30 years will be moved CAAT DB Plus Pension Plan and on a go forward basis. They will be eligible for contributions under the CAAT DB Plus Pension Plan which includes a mandatory contribution that is matched by the employer.

- At retirement: T-Class teammates will get a monthly Woodbridge DB payment plus the CAAT DB Plus Pension Plan payment.
- As of date of ratification, members in the Woodbridge DB Pension plan will no longer be required to contribute 50 cents per hour to the plan.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.



## **LETTER OF UNDERSTANDING #17**

To: Plant Chairperson

### **RE: WOODBRIDGE PENSION**

During the 2023 Collective Agreement negotiations, it was agreed between the Company and the Union to continue to work together on the feasibility of transferring enrolled T Class teammates currently accruing Woodbridge DB pension to the new CAAT DB Plus pension plan. Both the Company and Unifor National are committed to including CAAT and Willis Tower Watson as a part of these discussions.

The Company is committed to ensuring that during the ongoing discussions the intent is for teammates to be kept whole through the transition by making amendments to the Woodbridge pension plan design, providing enhanced design contributions, and by maintaining the accrual of credited service towards non-monetary milestones.

If the parties cannot agree to the feasibility of the change or potential impediments arise that they cannot resolve, the Woodbridge DB Plan members will remain in the Woodbridge DB plan.

Danuta Geringer  
Human Resources Manager  
Woodbridge Foam – Kipling Ave.