

**COLLECTIVE AGREEMENT**

**BETWEEN**



**MIDLAND, ONTARIO**

**and**

**WORKERS UNITED CANADA COUNCIL  
On Behalf of Local 1033**

**Effective January 1st, 2019 - December 31, 2022**

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**COLLECTIVE AGREEMENT**

entered into as of 9<sup>th</sup> day of January, 2019 by and between

**SAINT GOBAIN ADFORS - MIDLAND**

("the Company")

AND

**WORKERS UNITED CANADA COUNCIL**

ON ITS OWN BEHALF AND ON BEHALF OF ITS LOCAL **1033**

("the Union")

**ARTICLE 1: GENERAL PURPOSE**

- 1.01 The general purpose of this Agreement is to maintain the harmonious relationship between the Company and its employees, and to provide an amicable method of settling differences or grievances which may arise from time to time, and to establish and maintain mutually satisfactory working conditions, hours of work, **and other conditions of employment** for the employees hereby covered.

**ARTICLE 2: RECOGNITION AND COVERAGE**

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agency with respect to all matters properly arising out of this Agreement for all of the Company's employees employed at its mill in Midland, Ontario, save and except **supervisor**, persons above the rank of **supervisor**, office staff, persons regularly employed for not more than twenty-four (24) hours per week, and students temporarily employed during the summer school vacation period only.

- 2.02 The word "employee" or "employees" whenever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.
- 2.03 Where a masculine noun or pronoun is used herein it shall mean and include the feminine noun or pronoun where the context so applies.
- 2.04 "Calendar month" and "month" are defined as the time period from a specified day of one month to and including the end of the day before that day in the next month.

### **ARTICLE 3: MANAGEMENT FUNCTIONS**

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, suspend, and otherwise discipline employees, provided that a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
  - (c) generally manage the industrial enterprise in which the Company is engaged, in its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, and the extension, limitation, curtailment or cessation of operations, and all other matters concerning the operation of the Company's business not specifically dealt with elsewhere in this Agreement;

- (d) establish plant rules not inconsistent with the provisions of the Agreement to govern the conduct of the employees.

3.02 The Company agrees that those functions shall not be exercised in a manner inconsistent with this Agreement.

#### **ARTICLE 4: NO DISCRIMINATION OR INTIMIDATION**

4.01 There shall be no discrimination against any employee on the basis of the prohibited grounds (as defined in the *Ontario Human Rights Code*) or membership or non-membership in any organization in accordance with the applicable laws of the province of Ontario.

4.02 The Union agrees that there shall be no solicitation for members, collection of dues, or other union activity on the premises of the Company except as permitted by this Agreement. It is understood that no union meetings or meetings with respect to the Union or its activities shall be held on the premises of the Company at any time without the prior written approval of the Company. **The Company will endeavor to accommodate such requests.**

4.03 The Company may elect to pay the collected Union Dues by electronic payment. The Union will be notified monthly of Union dues payment for each employee. Employee payment is not required in the case of layoff, discharge, resignation, medical leave of absence or retirement, subject to any revisions to the by-laws of the Workers United Canada Council.

## **ARTICLE 5: UNION REPRESENTATION**

- 5.01 In order to provide an orderly procedure for the servicing of grievances and disputes hereunder, the Union will select or appoint stewards whose duties shall be to assist employees in presenting their grievances to the designated representatives of the Company in accordance with the grievance procedure.
- 5.02 Employees shall not be eligible to serve as stewards or Union executive unless they have been in the Company's continuous employ for at least twelve (12) calendar months.
- 5.03 The Union shall notify the Company in writing of the names of the stewards and the areas or departments, or groups of departments, each represents before the Company shall be required to recognize them.
- 5.04 The Union may select or appoint not more than four (4) stewards for every fifty (50) bargaining unit employees. (i.e.: four (4) at fifty (50), eight (8) at one hundred (100), etc.)
- 5.05 It is understood that stewards have their regular work to perform on behalf of the Company and that if it is necessary to service a grievance during working hours they will not leave their work without obtaining permission from the **supervisor**. Such permission shall not be unreasonably withheld. Further, when it is necessary for the Union President or other member of the Union executive to discuss an issue with an employee on a confidential basis, upon request, the Company will provide an appropriate location for discussion. When resuming their regular work, they will report back to the **supervisor**. The Company will provide a mail box and file cabinet for the use of the Union.
- 5.06 In order that loss of time and production may be kept to a minimum, it is understood that a reasonable amount of time may be spent by the stewards in servicing grievances during working hours. If in the opinion of the Company more than a reasonable amount of time

has been taken by a shop steward the Company may decline to approve payment to such shop steward for such excessive time.

- 5.07 The Union shall appoint a Grievance Committee which shall consist of the Executive Committee presently holding office and provided that such Committee is, until the next election, the same Committee (including any individual permanent replacement(s)) which negotiated the Collective Agreement and the steward of the department or area in which the grievance originated. Not more than three (3) members shall negotiate any single grievance with management.
- 5.08 The Company will compensate stewards and members of the grievance committee for time spent during working hours in investigating and settling grievances at their regular rate of pay.
- 5.09 Upon request to the Plant Manager a permanent representative of the Union may be permitted to enter the plant for the purpose of investigating or assisting in the settlement of a grievance provided such representative is accompanied through the plant by a representative of management, and with the understanding that such visit will not interfere with the operation of the plant.
- 5.10 Up to four (4) members of the Union executive committee shall also act as the bargaining committee for the purpose of negotiating amendments to the Collective Agreement. The Company will compensate members of the bargaining committee for time spent during working hours in meetings with the Company negotiating agreements at their straight time regular rate of pay. Other members of the Union Executive committee may be on the negotiating committee, in addition to the four (4) which the Company will compensate, but the Union will be responsible for their compensation, if any. It is understood that the bargaining committee members shall have a minimum of twelve (12) calendar months of continuous employment with the Company.



## **ARTICLE 6: GRIEVANCE PROCEDURE**

- 6.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is specifically understood that an employee has no grievance until he has first given his **supervisor** an opportunity to adjust his complaint. If an employee wishes to discuss any interpretation or application of any provisions of this Agreement with the Company, he shall first take the matter up with his immediate **supervisor**. He may be accompanied by his steward if he so desires.
- 6.02 If such complaint is not settled to the satisfaction of the employee concerned within three (3) working days, then the following steps of the grievance procedure may be invoked in order, provided that the alleged circumstances of the complaint originated or occurred not more than seven (7) working days prior to its presentation to the **supervisor**, the exception being a grievance regarding wages which shall have a time limit of one (1) full pay period after receipt of pay.
- 6.03 Step No. 1: The grievance shall be reduced to writing on forms supplied by the Union, and shall be presented to the **supervisor**, within three (3) working days after the **supervisor's** final verbal reply, by the employee, accompanied by his steward. After such discussion as is necessary the **supervisor** shall, within three (3) working days, state his decision to the employee and the steward in writing.
- 6.04 Step No. 2: Failing satisfactory settlement of the grievance at Step No. 1, the grievance shall become a matter of discussion if submitted to the Superintendent within three (3) working days of receipt of the reply at Step No. 1. This discussion will be between the grievance committee and the Superintendent and/or other representatives of the Company. A written answer shall be given by the Superintendent within three (3) working days after the meeting noted herein.

- 6.05 Step No. 3: Failing a satisfactory settlement at Step No. 2, the grievance committee may, within five (5) working days after receipt of the answer as required in Step No. 2, submit the written record of the grievance to the Plant Manager and request a meeting to discuss the matter. This meeting will be between the grievor, grievance committee, the permanent representative of the Union, when requested by either party, and a management group of the Company. The Plant Manager shall notify the grievance committee as to the time and place of the meeting to be held; such meeting to be held not later than five (5) working days after the request for same has been received by him.
- 6.06 In the event that the grievance is not settled at the conclusion of this meeting, the written answer thereto shall be submitted within three (3) working days to the union committee after such meeting.
- 6.07 The time allowance provided in the above sections shall not include Saturday and Sunday and may be extended by mutual agreement. If the time allowance or any agreed upon extension, is not observed by the Union the grievance shall be considered as dropped. If the time allowance, or any agreed upon extension, is not observed by the Company, the grievance shall be considered to have advanced to the next stage.
- 6.08 The Company or the Union may lodge a grievance with the other party with respect to the application, interpretation or violation of this Agreement. Such grievance may be dealt with through the grievance procedure established by this Article beginning at Step No. 3.
- 6.09 Copies of all written warnings shall be removed from the employee's record after one year (12 months) of active service (excluding layoff) from the date of issue. Suspensions shall be removed after twenty-four (24) months of active service (excluding layoff) from

the date of issue. **Safety violations (verbal and written warnings only) shall be removed after eighteen (18) months of active service (excluding layoff) from the date of issue.**

#### **ARTICLE 7: DISCHARGE**

- 7.01 A claim by an employee that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company by the employee or the Union within five (5) working days after the employee ceases to work for the Company, and shall be dealt with in accordance with the grievance procedure at Step No. 3.
- 7.02 Such special grievance may be settled by confirming the management's action in dismissing the employee, by reinstating the employee with full compensation for time lost, or by any other arrangement which may be deemed by the parties, or an arbitration board, to be just and equitable.
- 7.03 A discharged employee will be permitted to **speak with** his/her steward for a reasonable period of time before leaving the premises of the Company if he/she so requests.

#### **ARTICLE 8: ARBITRATION**

- 8.01 Failing settlement by the grievance procedure of any difference concerning the interpretation, application or alleged violation of this Agreement, the grievance may be taken to arbitration, provided that if no written request is received within thirty (30) working days after the final decision is given under the grievance procedure it shall be deemed to have been finally, completely and satisfactorily settled.

- 8.02 When either party requests arbitration as herein above provided, **within thirty (30) days either party may appeal, in writing, the matter to a single arbitrator.**
- 8.03 No grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.04 An **arbitrator** shall not make any decision inconsistent with the provisions of this Agreement, nor alter, modify or amend any part of this Agreement.
- 8.05 The proceedings of the **arbitrator** shall be expedited by the parties hereto, and the decision of the majority of such board shall be final and binding upon the parties hereto.
- 8.06 Each of the parties hereto shall jointly bear the expenses of the **single arbitrator.**
- 8.07 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.08 Before either party requests arbitration under Section 49 of the *Ontario Labour Relations Act* it will give the other party twenty-one (21) days' notice prior to making the application and the parties will endeavour to agree on a date for hearing within forty-two (42) days of such communication of intent to arbitrate under Section 49.

**ARTICLE 9: NO STRIKES OR LOCK-OUTS**

- 9.01 In view of the orderly procedure for settling grievances, the Company agrees that there will be no lock-out of the employees, and the Union agrees that there will be no strikes, slow-down, sit-down or any stoppage of work or other collective action, either partial or complete, either by individual or collective action.

## **ARTICLE 10: SENIORITY**

10.01 Seniority will be recognized on a departmental basis, and will be based on the length of an employee's continuous service with the Company since his first entry into the group of employees which is currently covered by the Collective Agreement.

10.02 New employees will be considered to be probationary employees for three (3) calendar months, and during this probationary period such employee will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. At the end of the probationary period the employee's name will be entered on the seniority list of his department as of the date of last hiring. In the case of a newly hired loom fixer or employee in the Maintenance Department at Grade **G** or above, the probationary period for an employee who is not fully qualified will be extended to six (6) calendar months with respect to the person's performance.

If a probationary employee is laid off prior to the completion of probation and subsequently works again, he will be deemed to have completed his probationary period if he has completed a total of three (3) calendar months' work in a period of six (6) consecutive calendar months provided that segments of less than one (1) calendar month worked shall not be counted if they are separated by more than one (1) week not worked. The seniority date for such person shall be the first date of hire within the six (6) consecutive months.

10.03 Seniority lists will be established for each department. The present departments are as follows:

Preparation  
Weaving  
Finishing (includes Mixing)

Inspection (includes Cutting)  
Shipping  
Maintenance (includes Supply Room)

10.04 The Company will maintain a seniority list for each department, and a copy of the original list and revisions thereto will be supplied to the Union every three (3) calendar months. The revised lists will be posted on the bulletin boards.

10.05 An employee shall lose all seniority and employment if he:

- (a) voluntarily quits the employ of the Company;
- (b) is justifiably discharged;
- (c) is absent without permission for three (3) **consecutive** days or more without having a satisfactory reason;
- (d) upon being given actual notice by personal communication or being notified by registered mail to the employee's last known address to return to work from a layoff of indeterminate duration fails to return to work and/or fails to give notice within four (4) days of the mailing date of the notice of his intention so to return;
- (e) following a layoff of a determinate period, fails to report for work on the date and at the time specified at the time of layoff;
- (f) for any reason has not worked for the Company for a period of twelve (12) calendar months or more (or in the case of an employee with five (5) or more years of service, eighteen (18) calendar months) with the exception of employees who are absent due to an occupational accident. It is agreed that exceptions may be made to this sub-clause in cases of absence due to sickness or accident in which case no termination action will be taken by the Company until the employee's condition and prospects of return to work have been reviewed by the Company and the Union Committee.
- (g) an employee who has lost seniority under Article 10.05 shall be deemed to be terminated except where the circumstances under parts (c), (d) or (e) are beyond the employee's reasonable control.

10.06 It shall be the duty of the employee to notify the Company promptly of any change in his address or telephone number. If an employee fails to do so the Company shall not be responsible for failure of notice to reach him.

10.07

(a) The President, Recording Secretary and Financial Secretary shall have Super Seniority.

(b) If after the application of the lay-off procedure, an employee with Super Seniority is subject to lay-off from the plant such employee may exercise his or her Super Seniority to displace the most junior employee in all of the following jobs:

1. **Cutter Operator**, Creeler, Utility or Service Person, provided that within the 5- day trial period the employee can prove that he or she can perform the job with the necessary skill, competence and efficiency;
2. A job in another department which the employee has successfully performed for at least a total of three (3) calendar months within the last thirty (30) calendar months, provided **he**/she possesses the necessary skill, competence and efficiency to perform the work required to the current standards;
3. The job he or she currently holds.

10.08 An employee who has been transferred from a position within the bargaining unit to a position outside the bargaining unit shall for a period of six (6) calendar months retain his seniority, and in the event that during that six (6) calendar month period he is transferred back to his position within the bargaining unit then he shall be credited with the seniority he held at the date of his transfer out of the bargaining unit, but he shall not be credited for the period of his employment in the position outside the bargaining unit. It is agreed that in transferring such a

person back into the bargaining unit he shall displace the employee then currently holding his former position. Employees promoted or transferred as a result of the original transfer out of the bargaining unit shall return to their original positions if the transferred employee returns to the bargaining unit.

10.09 The Company shall not be obliged to follow the seniority rules when laying off an employee for one (1) working day or less, after which layoffs shall be in line with the layoff procedure.

10.10 In the event of an employee being absent due to sickness or other legitimate reason for more than three (3) working days, he must, before reporting for work, inform his **supervisor** of his ability to return to work. The **supervisor** must be advised at least one (1) shift in advance so that any necessary arrangements may be made. Penalty for failure to notify the **supervisor** shall in no case be more than one (1) day of layoff.

#### **ARTICLE 11: JOB PROGRESSION**

11.01 It is the purpose of this article to establish a formal promotion program for employees from jobs with lesser skills to jobs requiring higher skills in a logical and progressive manner.

11.02 Departmental job progression charts will be negotiated and amended as required, and shall form part of this Agreement. Progression will be in accordance with each chart.

11.03 (a) A permanent vacancy is a vacancy of more than three (3) calendar months (unless extended by mutual agreement of the parties) and does not include a vacancy arising from illness or leave of absence. All permanent vacancies in classifications shall be posted on the bulletin board for seven (7) working days and any employee who has worked twelve (12) continuous calendar months in



his present job may make application by signing his name on the notice made within the said period of seven (7) working days. The Company may waive the twelve (12) continuous calendar months' requirement provided the Company waives the requirement for all applicants for that posting.

- (b) When none of the applicants satisfy the minimum service requirements (twelve calendar months), if the opening is in Group I or below, the senior applicant who has seniority and who is in Creeler or Utility shall get the job.
- (c) When it becomes clear that a temporary vacancy arising from an illness or leave of absence that will last for more than three (3) calendar months from that date or is a result of a temporary increase in business volume, the Company may fill the position as follows:
  - (i) The Company has the option of filling it by agreement with a person who has previous training/experience in the vacant job in which case the first resulting vacancy will be posted. Where the Company determines that two or more persons are relatively equally trained/experienced and available, the senior person will be offered the vacancy first. After a period of three (3) calendar months, the person may bid on another posted job. After a period of one (1) year or the length of the maternity/parental leave in accordance with the Employment Standards Act, the person who agreed may return to his previous position.

OR

- (ii) The vacancy will be posted but any resulting vacancy will not be posted.
- (d) A temporary employee is a person hired to fill a designated vacancy arising from an illness or leave of absence which may extend beyond three (3) calendar months, or is a result of a temporary increase in business volume not to exceed four (4) months. A temporary employee shall not accrue seniority or become

entitled to insured benefits. If the temporary employee is retained at the end of the vacancy, his continued employment shall be subject to the successful completion of probation at which time his seniority shall date back to the commencement of the probationary period plus one-half (½) of the time spent as a temporary employee.

- (i) A temporary employee may only be hired when all progression clauses have been exhausted.

11.04 The selection of applicants shall be by seniority from among applicants who have the basic physical, reading, writing and mathematical abilities for the job. Selection shall be in the following sequence:

- (a) The selection of applicants for jobs in Group J and above shall be based on skill, experience, reliability and discipline record for suspension within the last one (1) year. Where those factors are relatively equal, seniority shall govern.
- (b) For vacancies in Job Group G and below and Weaver/Smashfixer, applicants from a lower job group in the same department in order of seniority;

Failing that,

- (c) From applicants from other departments in order of seniority

Failing that,

- (d) From applicants in the same department in which the vacancy exists who are in the same or in a higher rated classification. If the applicant is currently in Job Group J or above, the applicant must have been in the job for two (2) years or more to be entitled to bid down within the same department.
- (e) In the event that the vacancy is filled under this sub-clause, then the applicant who is selected shall be precluded from applying for any new vacancy for a period of twelve (12) calendar months.

The Company will furnish the Union with a letter in which it agrees, upon request from an unsuccessful applicant for a vacancy, to furnish an explanation as to why that person's application was unsuccessful.

- (f) The Company shall hire from outside sources or transfer employees from other departments.
- (g) The Company may start an employee who is new in the position at a greater rate than as provided in 11.04 (h) (i), (ii), (iii) and/or may advance the employee more quickly than required.
- (h) Employees with less than one (1) year of service selected for a vacancy will be paid the new hire rate for that position. Based upon the employee's previous experience and at management discretion, this rate may be increased within the standard wage progression for the position.

Employees with greater than one (1) year of service will be paid as follows:

- (i) If the employee was in the same or higher classification in the same department, he shall be paid the rate for the posted job;
- (ii) If the employee was in the same or higher classification in another department, he shall be paid twenty (\$0.20) cents per hour less than the rate of the posted job for the first two (2) calendar months.
- (iii) If the employee was in a lower classification, he shall be paid twenty (\$0.20) cents more than his previously attained rate for the first two (2) calendar months of the new job and shall progress thereafter by twenty (\$0.20) cents per hour every two (2) calendar months to the maximum job rate.

11.05 A job posting shall be in two **postings**:

- (a) Persons who want the original vacancy
- (b) Persons who want only the resulting vacancies.

Persons may sign (a) or (b) or both (a) and (b).

Vacancies resulting from filling the original vacancy [except resulting vacancies in Creeler, Tube Cutter or Utility] shall be filled with persons who bid for resulting vacancies on the original posting.

11.06 For the purpose of this article, to be retained on the job an employee must be able after the usual trial period [not in excess of six (6) calendar months for a Loom Fixer or Maintenance Man who is not fully qualified and three (3) calendar months for other classifications] to do the work required without lowering the standard quality and quantity requirements of the job. An employee may only elect to return to his/her former job within his/her first one hundred and sixty (160) hours in the new job. In the event an employee in the Weaver/SmashFixer classification does not receive significant exposure to the SmashFixer aspect of the duties, the one hundred and sixty (160) hours may be extended by mutual agreement. If it is established that the employee is not making satisfactory progress during the trial period, the employee shall be demoted to his former job with full seniority (notwithstanding Article 13.01) and shall not be permitted to apply for the same job for a period of six (6) calendar months. The Company shall then refer to the remaining applicants on the original posting before selecting or hiring a person to fill the vacancy.

11.07 The Company may hire a new employee into the classifications of Loom Fixer, Loom Technician, Warp Hanger, Smash Fixer, Weaver, Maintenance man or enterer without advertising the vacancy, provided that the Company either within the three (3) calendar month period prior thereto has transferred an existing employee to that classification as a learner or if it has not, then immediately upon the hiring of the employee it shall advertise an additional vacancy, select an applicant in accordance with clause 11.04 and

advise the Union of the name of the applicant selected. The applicant so selected shall be transferred within a period of three (3) calendar months. By mutual agreement between the Company and the Union exceptions may be made to this clause.

11.08 The Company agrees to provide Finishing Operators upon receipt of a written request with training opportunities to permit them to become qualified as General Finishers, it being understood that the progression from Finishing Operator to General Finisher is not automatic.

11.09 Upon written request from a Weave Room employee, the Company agrees to provide the opportunity for training to become qualified for a higher classification position within the Weave Room. It is understood that the progression within the Weave Room is not automatic.

#### **ARTICLE 12: LAYOFFS AND RECALLS**

12.01 When it is necessary to reduce the working force in a department, the employees affected will be given three (3) working days' notice whenever possible. The Union President will be notified as much in advance as possible.

12.02 In a reduction in the working force in a department, the procedure outlined below will be followed:

- (a) Layoff of probationary employees;
- (b) in a layoff which will last less than one (1) week then the most senior employee affected shall displace the most junior employee provided he possesses the necessary skill, competence and efficiency to perform the work required;
- (c) In a layoff which is expected to last more than one (1) week:
  - (i) The employee with the least seniority in the classification affected shall displace the employee with the least seniority in the next classification down or in the nearest lower classification which he has satisfactorily

performed for a period of two (2) continuous calendar months. The employee then displaced shall, in turn, have the right to displace the employee with the least seniority in the next or nearest lower classification which he has satisfactorily performed for a period of two (2) continuous calendar months. In the event that more than one employee is displaced at the same time the one with the most seniority shall be entitled to exercise his right to move to the next or nearest lower classification first.

- (ii) Where an employee with seniority is in a layoff position he may displace a probationary employee in a department other than his own, provided he possesses the necessary skill, competence and efficiency to perform the work required and has performed the work required for at least three (3) calendar months or a total of three (3) calendar months within the last thirty (30) calendar months.
- (iii) An employee with seniority who would otherwise be laid off shall be entitled to displace a junior employee in another department from a job which the senior employee has successfully performed for at least a total of three (3) calendar months within the last thirty (30) calendar months, provided he possesses the necessary skill, competence and efficiency to perform the work required to the current standards and provided that where the senior employee is thus qualified to bump more than one employee in a classification, he shall bump only into the job currently held by the most junior employee in that classification; or failing that shall be entitled to a five (5) day trial period to prove that he can perform one of the following jobs with the necessary skill, competence and efficiency: Creeler, Utility and Service Person.
- (iv) An employee who has more than one bumping alternative under (iii) shall bump into the position in which he has previously spent the most time.

- (v) In the event that the job of the employee with seniority subsequently becomes available that employee shall return to his former position and the Company will then have the option of recalling the probationary employee without job posting.
- (vi) If an employee is unable to exercise bumping rights under Article 12.02(c), such employee who is redundant or has been bumped may bump a junior employee in a higher rated position if he has successfully performed that job for at least six (6) continuous months, provided he possesses the necessary skill, competence and efficiency to perform the work required to the current standards.
- (d) No employee shall have the right under 12.02(b) or (c) to displace an employee with greater seniority.
- (e) An employee who takes a new job as a result of layoff shall be paid the rate for the job.

12.03 Employees who refuse to displace as above shall be laid off but this may affect the employees' Employment Insurance E.I. eligibility.

12.04 Employees shall be recalled in order of seniority for jobs in their departments which they have previously satisfactorily performed for a period of two (2) consecutive calendar months provided that such recall right shall not entitle the employee to a position higher rated than the original position the employee held prior to the commencement of the layoffs.

#### 12.05 Refusal of Recall

(a) Own Department

An employee recalled under Article 12.04 shall lose all seniority and shall be terminated if he does not return to work.

(b) Other Department - Job Previously Performed

If an employee is recalled to a job which he has previously satisfactorily performed for at least six (6) consecutive calendar months in a department other than his own he shall lose all seniority and shall be terminated if he does not return to work.

(c) Other Department - Job not previously Performed

If an employee is recalled to any job which he has not previously satisfactorily performed for six (6) consecutive calendar months (one month in the case of Creeler and Utility) in a Department other than his own he may refuse recall without loss of seniority and remain on recall.

12.06 An employee who has bumped into or accepted recall to a department other than his own shall retain seniority in his own department for twelve (12) calendar months.

12.07 No new employee will be hired to fill a permanent vacancy while there are employees with seniority on layoff who have the basic physical, reading, writing and mathematical abilities for the job and who are willing to perform it and who agree to remain in that job for at least twelve (12) continuous calendar months (which service requirement may be waived by the Company). It is recognized and agreed that there are some jobs such as Technician, Machinist, etc. which do require greater abilities than those outlined above and it may be necessary to hire a new employee when employees on layoff do not possess the necessary abilities required to perform the job without training.



12.08 No sub-contract cleaning employer will be brought into a department while there are employees in the Plant laid off from work who can and are willing to perform the cleaning within the time required.

**ARTICLE 13: TRANSFERS**

13.01 Employees who are permanently transferred through Job Posting from one department to another department shall hold and accumulate seniority in their former department for a period of three (3) calendar months after which their total seniority shall be transferred to the new department.

13.02 In the event of an employee sustaining injury at work or becoming affected by an occupational disease during the course of his employment and becoming physically handicapped as a result thereof, every effort will be made by the Company to give such employee suitable employment as is available at the rate for such job. In such circumstances it is agreed that this type of placement will be made regardless of the seniority rights of others.

13.03 If an employee is transferred temporarily from his regular job to another job for the convenience of the Company and while work is still available on his regular job, he shall receive the rate of his regular job or the rate of the job to which he is transferred whichever is the higher.

13.04 Temporary transfers will be held through the job posting procedures if the temporary vacancy is either for a definite or indefinite period which is known to be three (3) calendar months or more in duration except where there are other employees with six (6) continuous calendar months' experience with the skills required. An employee awarded a posted temporary job shall retain seniority in his permanent department but shall not

have the right to bid out or return to his prior position until the temporary vacancy has ended or with the permission of Management.

**ARTICLE 14: LEAVE OF ABSENCE**

14.01 An employee desiring a leave of absence without pay from the Company shall apply in writing to the Plant Manager giving due proof of necessity. The Company will consider such request and, if approval is granted or not, the employee will be notified in writing within two (2) weeks of the request if the employee has requested leave at least one (1) calendar month in advance and before making any travel or accommodation commitment. Such leave of absence shall not exceed three (3) calendar months but the Company may consider further extension if a new application in writing is made by the employee before the termination of the original leave of absence.

14.02 The Company will grant, upon two (2) weeks' notice, to not more than two (2) employees at any one time, at the written request of the Union, temporary leave of absence without pay to delegates of the Union for attendance at Union conventions, training and education. Such leave of absence shall not exceed a total of thirty (30) employee working days in any one (1) calendar year provided this does not unreasonably interfere with operations.

14.03 Continuity of service and seniority shall accumulate to employees while they are on approved leave of absence, provided the employee reports on or before the termination of such leave of absence.

14.04 Employees will be responsible for the total premiums of any welfare, pension or other benefits during their period of leave of absence.

14.05 An employee who overstays a leave of absence or uses his leave of absence for any other purpose than the purpose for which it is granted shall be considered to have resigned.

14.06 An employee who becomes pregnant must present a doctor's certificate stating the probable date of delivery, and shall request that she be granted a leave of absence without pay for:

Pregnancy Leave: upon meeting eligibility, up to seventeen (17) week of pregnancy leave, and,

Parental Leave: up to thirty-five (35) weeks in addition to Pregnancy Leave, or thirty-seven (37) weeks if a Pregnancy Leave was not taken (i.e. Adoption)

An employee on such leave of absence(s) upon advising the Company of her availability shall be reinstated in the job previously held if it still exists and if she has the necessary seniority, or in the first job vacancy for which she is qualified.

14.07 An employee who is off work due to an injury or illness confirmed in writing by the WSIB or a medical doctor prior to the scheduled vacation shutdown and whose enjoyment of vacation is thereby substantially impaired may request alternate vacation time equal to part or all of the vacation. Such request will not unreasonably be denied. This clause shall not be used to shift vacation time and the Company may cancel this clause at the end of the term of the Agreement if there has been abuse.

#### **ARTICLE 15: BULLETIN BOARDS**

15.01 The Company agrees to extend to the Union the privilege of using the bulletin boards located in the plant, provided that the use of said bulletin boards shall be restricted to the posting thereon only of such notices as have been signed by the President or other authorized signing officers of the Union and have received prior approval in writing on the face of the notice of the Company through the Plant Manager.

15.02 Only the following types of notices may be posted:

- (a) Notices of union elections, results of elections and union appointments.
- (b) Notices of union meetings or of any other similar business of the Union.
- (c) Notices of union recreational and social affairs.

**ARTICLE 16: ENVIRONMENTAL, SAFETY AND HEALTH**

16.01 The Company will make reasonable provisions for the safety and health of its employees during working hours.

16.02 The Company, Union, and employees agree that they will co-operate in the enforcement of all **environmental** safety **and health** rules and regulations.

16.03 The Company may, at any time, if doubtful of an employee's fitness to perform his job, request medical certification at the Company's expense. The Company may require a medical certificate from a medical specialist (e.g. – orthopaedic surgeon, allergist, etc.) designated by the Company. **The employer shall notify the member of their right of representation through the WSIB process.**

16.04 A joint **environmental**, health and safety committee shall be constituted consisting of an equal number of representatives of management and of the Union which shall identify potential dangers, recommend means of improving **environmental**, health and safety of employees, including **environmental**, health and safety programmes, and obtain information from the employer respecting the identification of hazards and health and safety experience. The committee shall meet at least once every three (3) calendar months or more frequently as required. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the employer and the Union. The Committee will be co-chaired.

**ARTICLE 17: RELATIONSHIP**

- 17.01 The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New employees shall become and remain members of the Union after one (1) calendar week of employment.
- 17.02 (a) The Company agrees that it will deduct from the earnings of employees who have completed their first week of employment the weekly dues upon receipt of written authorization of the employee concerned, and will remit the monies so deducted for the next eleven (11) calendar weeks to the Local Union, and thereafter to the Workers United Canada Council. Dues will be deducted weekly and remitted monthly.
- (b) Temporary employee Union Dues will be deducted in the same fashion as a probationary employee (local remittance) and will continue past three (3) months to termination of employment to a maximum of four (4) months.
- (c) Students will be exempt from Union Dues during the course of their employment.
- 17.03 A receipt from the Union shall be considered a discharge to the Company for the amount so deducted.
- 17.04 The Company at the time of making such remittance to the Workers United Canada Council will specify the employees from whose pay such deductions were made.
- 17.05 The Local shall communicate the sum fixed as union dues to the Company in writing, signed by the President and the Secretary, and such communication shall authorize the Company to deduct such sums in accordance with Section 17.02, and all authorizations signed prior to this contract are cancelled.

**ARTICLE 18: HOURS OF WORK**

- 18.01 The Company does not guarantee to provide work for any employee for regularly assigned hours or for any other hours per day or per week or days of work per week.
- 18.02 The normal hours of work for employees shall be eight (8) hours per day per shift for a total of forty (40) hours per week normally worked Monday to Friday at base rates. Regular work weeks of more than eight (8) hours per day or other than Monday through Friday may be adopted upon agreement of the parties. Shift work may be started at 11:00 p.m. on Sunday.
- 18.03 The Company will post shift schedules for all employees required to change from their regular shifts showing starting times no later than the end of the Wednesday evening shift of each week. Union to be provided with copy of schedules.
- 18.04 (a) Employees shall be allowed one (1) ten (10) minute rest period in each shift.  
(b) Employees shall be allowed a half hour unpaid lunch period except employees on a rotating three shift basis are to be granted a twenty (20) minute paid lunch period scheduled so that there is no interruption with production.
- 18.05 Employees who have left the Company's premises and who are called back to work outside of their regular scheduled shift shall be paid not less than four (4) hours' pay at their regular straight time hourly rate.
- 18.06 Employees who report for work at the regular starting time of their shift, when they have not been notified previously not to do so, and for whom work is not available, shall be provided with four (4) hours of work or four (4) hours' pay in lieu thereof at their regular hourly rate of pay. If work is not available as a result of causes beyond the reasonable control of the Company, including machinery/or power failure or acts of God, the reporting allowances shall be only two (2) hours.

18.07 (a) A shift premium of **fifty cents (\$.50)** per hour will be paid while working on the second shift.

(b) A shift premium of **sixty cents (\$.60)** per hour will be paid while working on the third shift.

(c) Any eight (8) hour shift which commences at or after 10:30 a.m. but before 8:00 p.m. will be paid the second shift premium.

(d) Any eight (8) hour shift which commences at or after 9:00 p.m. but before 5:00 a.m. will be paid the third shift premium.

18.08 The Company may schedule production for 12 hour shifts Monday through Sunday according to the following:

(a) Shifts will be 12-hours duration Monday through Sunday and where there is more than one shift in a function, the shifts shall rotate.

(b) Hours worked Monday through Saturday inclusive, will be at the regular straight time hourly rate. Sunday will be recognized from Saturday 7:00 p.m. through Sunday 7:00 p.m.

(c) Straight time hours worked to the thirty-six (36) hours per week will be pro-rata the employee's regular hourly rate to maximum forty (40) hours per week. Pro-rata applied to the thirty-six (36) hours worked only.

(d) Hours worked in excess of thirty-six (36) hours per week will be paid at time and one-half the employee's regular hourly rate.

(e) Hours worked on Sunday shifts will be paid at two times the employee's regular hourly rate.

- (f) Shift premiums do not apply to the first shift (days). A shift premium of forty-five cents (45¢) per hour will be paid to the second shift.
- (g) Employees will be granted a twenty (20) minute paid break after the third, sixth, and ninth hour of work, scheduled so that there is no interruption with production.
- (h) Employees agree to work as scheduled (including Sunday) unless the individual employee makes arrangements for another employee to work in his place without additional cost to the Company.
- (i) Payment for statutory holidays listed in Article 22 shall depend on whether the employee would, according to the normal schedule, have been scheduled to work on the holiday.
  - (i) An employee who would otherwise have worked on the holiday shall be paid for the number of hours he would otherwise have worked at his regular straight time hourly rate.
  - (ii) An employee who would not otherwise have worked on the holiday shall be paid for eight (8) hours at the regular straight time hourly rate.

#### 18.09 Changing Shift Rotation:

Members of the Union and Management have met to review the rotation schedule for the changes of shifts. The following rules were unanimously agreed:

1. A majority of 65% of the persons affected in a department is required to change the shift rotations.
2. The results of the vote will be final and will be valid for 6 months after the implementation of the change.



3. The conditions under which the votes will be held are:
  - (a) Secret ballot
  - (b) Ballots will be counted by two Union members from an external department
  - (c) The results of the vote will be posted within two days of the vote and will remain on the board for one week.
4. The shift rotation shall be every six weeks unless a majority of 65% votes to approve a different rotation. If there are only two persons in the group affected, the decision shall be made by the senior employee as long as that does not violate legal requirements or the duty to accommodate.

#### **ARTICLE 19: OVERTIME**

- 19.01 (a) Employees will be paid at the rate of time-and-one-half the employee's straight time hourly rate, or if he is working in a classification other than his own, at the job rate for that other classification, whichever is higher for all work performed in excess of their scheduled work day, or for the first eight (8) hours on a shift other than his scheduled shift where the shift schedule has been changed, except where the work on the new shift is in lieu of layoff or due to circumstances beyond the Company's control or at the employee's request. This shall not apply to employees who have worked a regular week-end shift and are called in to work during the week.
- (b) An employee who is regularly scheduled to work on a Saturday and Sunday shall not be paid overtime under Article 19.01(a) for shifts worked Monday through Friday except for those hours worked in any one day which exceed the normal straight time hours for the shift on which the employee worked.

- 19.02 All work performed on Saturday will be paid for at the rate of time-and-one-half the employee's straight time hourly rate and all work performed on Sunday will be paid for at the rate of twice the employee's straight time hourly rate. The provisions of this clause shall not apply to work performed on a Saturday or Sunday as part of a regular shift.
- 19.03 Employees are expected to co-operate and perform overtime work when requested to do so by the Company. When the Company posts an overtime sign-up sheet (including for Plant holidays), it will state a commitment date and time. However, no employee will be penalized if unable to perform overtime work. An employee who accepts an overtime assignment but does not report without having a justifiable excuse may be subject to disciplinary action.
- 19.04 Overtime shall be distributed as equally and impartially as possible among those employees who normally perform the work requiring the overtime. It is recognized that this distribution will not result in a perfect balance at all times. Imbalances shall be corrected by future overtime assignments.
- 19.05 All work performed by an eligible employee on a plant holiday, as listed in Article 22.01, shall be paid for at the rate of twice the employee's regular hourly rate except in the case of engineers where the Company has the option of substituting another day off in lieu of this overtime payment.
- 19.06 A meal allowance of **ten dollars (\$10.00)** will be paid to an employee required to work more than two (2) hours overtime without notice prior to the end of the previous shift.

## **ARTICLE 20: WAGES**

20.01 The Company agrees to pay and the Union agrees to accept, for the life of this Agreement, the schedule of wages attached (Appendix A & B) hereto which forms part of this Agreement.

20.02 The Company shall have the right in its discretion to institute an incentive plan under which employees who are covered by the incentive plan would have an opportunity for increased earnings.

## **ARTICLE 21: VACATIONS**

21.01 The Company will grant a vacation with pay on the following basis:

- (a) Employees with less than five (5) years' service as of July 1st in accordance with the *Employment Standards Act*.
- (b) Employees with five (5) years' service but less than **ten (10)** years' service as of July 1st -- three (3) weeks' vacation and six percent (6%) vacation pay.
- (c) Employees with **ten (10)** years' service but less than twenty (20) years' service as of July 1st -- four (4) weeks' vacation and eight percent (8%) vacation pay.
- (d) Employees with twenty (20) years' service or more as of July 1st -- five (5) weeks' vacation and ten percent (10%) vacation pay.

21.02 Vacation pay shall be computed by the applicable percentage of the employee's total earnings for work performed during the twelve-month period preceding June 30th of the current year.

### **21.03 Plant Shutdown Scheduling**

The Company shall have the right to determine the time and the length of the vacation plant shutdown and all employees who are entitled to vacation must take their vacation at that time unless the Company requires the employee to work during the vacation plant

shutdown. Employees who are entitled to vacation in excess of that covered by the Plant Shutdown, may take such vacation at a time mutually agreed upon and in the event of conflict preference for such vacation time will be on the basis of seniority, provided it does not interfere with plant operations. The Company may move an employee who is working during a plant shutdown from one department to another to perform work ordinarily done by another employee who may be off on vacation during plant shutdown.

The Company will endeavour to schedule a two (2) week vacation shutdown each year and will endeavour to do so at the end of July. If this is not possible, there will be advanced consultation with the Union. During the term of this Agreement the Company will re-institute this summer shutdown. The Union agrees:

1. The Company may, prior to June 15, cancel the shutdown for sufficient employees in each classification required to meet customer requirements. Such vacation cancellation shall be in reverse order of seniority within each of the classifications affected. Employees who are affected will be given two (2) weeks' vacation following the shutdown period or at any other time mutually agreed to on or before June 22nd. Additional weeks of vacation for each classification and shift will be distributed throughout the calendar year based on the Company's determination of customer requirements provided that:
  - (a) If there are lay-offs in a classification, employees in the classification who are scheduled for vacation later in the calendar year, may, in the order of seniority, move their vacation to the period of the lay-off.
  - (b) Where customer demand permits, as determined by the Company, the Company may permit additional vacations at other times without creating a precedent.
  - (c) Selection of available times will be by seniority.

Students may be utilized during May through August without posting the positions they will fill provided that there are no employees on lay-off who are willing and can perform the required work.

- 21.04 The Company, at its discretion, may shut down the plant for a vacation period, at which time the employees will take their vacation if not required to work during this period.

Notification of vacation shutdown shall be posted by the Company no later than April 1st of each year. In the event the employees are required to work during the vacation shutdown, it shall be offered to the employee in the following priority:

- (i) first, to qualified bargaining unit employees who agree to waive their vacation for such period in which case the employee shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate for all hours worked during the vacation shutdown
- (ii) Summer Students
- (iii) bargaining unit employees (retaining vacation entitlement).

- 21.05 (a) Employees requesting vacation with pay will be paid their regular hourly rate on regular pay days, for vacation time taken (minimum four hours) for the current year.
- (b) Employees will be notified when their vacation pay will not cover their time taken and their last pay-out will be adjusted accordingly.
- (c) On **June 30th** of the current year, all unused vacation pay will be paid out in full.
- (d) Employees may take a lump sum pay-out on or about July 15th provided they submit a written request by or prior to June 30th of the current year.

## **ARTICLE 22: PLANT HOLIDAYS**

22.01 The Company and the Union will agree on the thirteen (13) days to be scheduled as Plant Holidays in each year.

The Company recognizes the following plant holidays:

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

Plus, four (4) floating holidays per year.

22.02 Employees with less than three (3) calendar months of employment will receive payment for the above named holidays as per the ESA. Employees after three (3) calendar months of employment will receive payment for the above-named holidays as per the ESA regardless of the day on which the holiday falls at straight time hourly rate times their normal daily hours for the day in question provided that the employee works both his regular scheduled working day before and after the holiday and on the holiday if the employee previously agreed to work it. An employee will not be disqualified for payment for such holiday if he is absent (including lateness of more than one-half (1/2) hour or early quit) on either or both of the qualifying days with the permission of the Company, or as a result of illness, in which case a doctor's certificate may be required, jury duty, bereavement in the immediate family, lateness in reporting for work of less than one-half hour or layoff, provided that in any event he must have been at work during the week preceding or succeeding the holiday.

22.03 Where a statutory holiday falls within the vacation period, employees who qualify under 22.02 above will be entitled to an additional day's pay at their straight time hourly rate or a day off with pay in lieu. If the employee elects to take the day off, then that day is to be selected by mutual agreement.

### **ARTICLE 23: BEREAVEMENT**

23.01 Should a death occur in the immediate family (wife, husband, child, mother, father, sister, brother, father-in-law or mother-in-law) of an employee with a minimum of two (2) calendar months of seniority, the Company will grant leave of absence with pay at his regular hourly rate.

23.02 Such leave of absence shall be granted provided:

- (a) that the employee concerned attends the funeral or memorial service of the deceased;

- (b) such leave of absence occurred during the regular working days of the employee concerned;
- (c) the leave of absence shall be for the days of the funeral or memorial service and mourning period and other days necessary for the employee concerned to attend or arrange for the funeral or memorial service but shall, in no event, be for a period of not more than **four (4)** working days.

23.03 In the event of the death of an employee's brother-in-law, sister-in-law, **the employee shall be granted two (2) day's leave of absence from work with pay** provided he/she uses such time for the purpose of attending the funeral.

#### **ARTICLE 24: HEALTH AND WELFARE PLAN**

24.01 The Company will administer and support, subject to the provisions contained on contracts covering same, the following Health and Welfare Plan:

(a) Life Insurance Plan

The Company will contribute 100% of the present premiums of the above.

- Non-Probationary employees shall be provided \$45,000 Basic Life Insurance which is funded 100% by the Company.
- Non-Probationary employees shall be provided \$45,000 Accidental Death and Dismemberment (AD&D) which is funded 100% by the Company.

(b) Ontario Health Insurance Plan

The Company will pay the premiums of the above.

- The Company agrees to add eight (8) Physiotherapy or Chiropractic visits per year (or any combination thereof), not to exceed \$360.00 per year.

(c) Prescription Drug Plan (\$3.00 deductible)

The Company will pay 80% of the premium cost.

(d) Weekly Indemnity

The Company will pay full premium less ninety (90) cents per month contribution by each employee through payroll deduction for a weekly indemnity plan for all non-compensable accidents commencing on the first day of accident or hospitalization or an outpatient who undergoes a debilitating procedure or receives an anaesthetic, and for illness commencing on the eighth (8th) day of illness and continuing for fifteen (15) calendar weeks at sixty percent (60%) of insurable earnings. Eligibility and benefits subject to the conditions of the Plan. E.I. premium rebate will go to the Company.

(e) Dental Plan

The Company will pay 80% of the premiums for a Dental Plan providing benefit levels equivalent to Blue Cross Plan #7 subject to 80-20 co-insurance. There shall be a one (1) year lag in the O.D.A. fee schedule.

(f) Employees are eligible to join the above Health and Welfare Plan during their third (3rd) calendar month of employment.

(g) Where dividends are earned they shall be returned to the employee and Company, pro rata to the payment of premiums.

(h) The Company will make its best efforts, in consultation with the Union, to amend the health & welfare Plan by extending coverage of all benefits except Weekly Indemnity:

- to the end of the second month following the month in which a layoff occurs



- to the end of the month in which an early retiree turns sixty-five (65) provided the retiree deposits the premium amount with the Company prior to the premium remission deadline.

(j) Vision Coverage: The Company will pay **\$100.00 every 2 years for an eye exam and \$75 for lenses, \$75 for frames every 2 years for prescription glasses.**

24.02 Where an injury at work requires that the employee lose time from work on the day of the injury he will be paid according to the *Workplace Safety and Insurance Act*, which states that effective April 1, 1985, the employer is required by the *Act* to pay full wages on the day of injury.

#### **ARTICLE 25: SUPPLY OF APPAREL**

25.01 The Company shall supply and maintain overalls to employees who work in the Mixing Department.

25.02 The Company will provide up to three (3) pairs of overalls and smocks per employee per year to Loom Fixers, Warphangers, Cleaners, Finishers, Warehouse Personnel and, Maintenance Mechanics. In consideration of the Company supplying this clothing the employees will be responsible for repairing and cleaning same.

25.03 It is clearly understood that the said clothing is to be worn only on the premises of the Company and is not to be removed from the Company's premises except for cleaning and repairs.

#### **ARTICLE 26: Safety Equipment**

26.01 The Company agrees to pay for each employee who has completed the Probationary period the cost of safety shoes to a maximum cost to the Company of **\$200.00** per year.

In the event that an employee does not remain with the Company for a period of twelve (12) calendar months following any such contribution, then he shall reimburse the Company on a pro-rata basis. The employee can utilize the **\$200.00** allowance to purchase orthotic inserts.

Employees working in the Boiler Room, Finishing and Mixing Departments may request an additional safety shoe allowance to a maximum of **\$150.00** depending on the time since the last payment and the amount of abnormal deterioration in the shoes. The employee can utilize the \$150.00 additional allowance to purchase orthotic inserts.

**Employees eligible to request an additional safety shoe allowance (employees working in the Boiler Room, Finishing and Mixing Departments) may combine their shoe allowances (a total of \$350.00) to purchase a single pair of safety shoes and orthotic inserts in lieu of requesting an additional pair of safety shoes as described in the above paragraph.**

26.02 Personally fitted safety glasses (including prescription lenses) will be supplied by the Company in areas where safety glasses must be worn all of the time and to those employees who require prescription lenses and whose work requires safety glasses some of the time. The selection of frames will be as supplied by the Company. Replacement cost by the Company will be:

After one year - 0

After two years - 100 percent

In other areas the Company will provide appropriate (i.e. non-prescription lenses and not personally fitted) safety glasses as required.

#### **ARTICLE 27: JURY DUTY/CROWN WITNESS**

27.01 Any employee who is required to serve on a jury or is subpoenaed as a witness [excluding arbitrations and Labour Board matters] shall be paid the difference between the amount paid for such service and his normal pay computed at his normal hourly rate, including shift premium but excluding other premiums, for hours lost from work up to forty (40) hours in a week. An employee must notify the Company within two (2) working days after receipt of notice of selection for Jury Duty or subpoena. In order to be eligible for such payments the employee must furnish a written statement from the proper public official showing the date and time served and the amount of pay received.

#### **ARTICLE 28: TOOL ALLOWANCE**

28.01 Employees required to supply their own tools shall be given a tool allowance by December 1st of each complete calendar year of service, in the following amounts:

Maintenance, Electrician and Machinist	\$130.00
Loom Fixer, Loom Technician, Warphanger/Fixer,	\$ 65.00
Weaver, Warp Hangers, Weaver/Smashfixer	\$ 33.00

Such allowance shall be paid upon proof of purchase of new tools for purpose of replacement of broken or worn out tools or replacement of proven loss or need for new tools.

#### **ARTICLE 29: TERMINATION**


29.01 This Agreement shall remain in full force and effect from **January 1, 2019**, through **December 31st, 2022**.

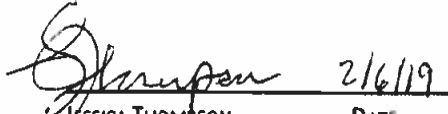
29.02 Either party can give notice that it wishes to open negotiations for a new contract within three (3) calendar months of the expiry date, and these negotiations shall start during the month of September, **2022** or within such longer time as may be mutually agreed upon by the parties.


29.03 If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the current expiry date, it shall expire unless it is extended for a specified period pending negotiations by the mutual consent of the parties.


IN TOKEN WHEREOF the parties have signed on this 9<sup>th</sup> day of January, 2019:

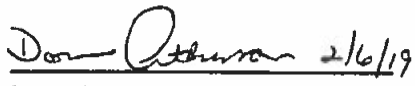
**SAINT GOBAIN ADFORS CANADA LTD**

  
ROBERT COHEN                      DATE  
DIRECTOR OF HUMAN RESOURCES AND LABOR  
RELATIONS NA, CERTAINTEED AND SAINT-GOBAIN  
CORPORATION

  
JESSICA THOMPSON                      DATE  
PLANT MANAGER, SAINT-GOBAIN ADFORS  
MIDLAND, ON

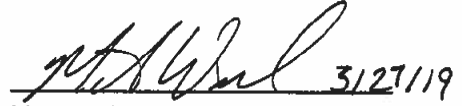
  
KERRY HOOK                      DATE  
OPERATIONS MANAGER, SAINT-GOBAIN ADFORS  
MIDLAND, ON

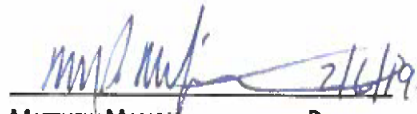
  
PAUL BYRNE                      DATE  
HUMAN RESOURCES MANAGER, SAINT-GOBAIN ADFORS  
MIDLAND, ON

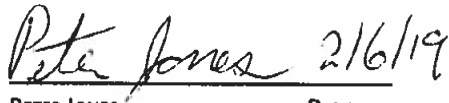
  
DONNA ATKINSON                      DATE  
HUMAN RESOURCES DIRECTOR  
SAINT-GOBAIN ADFORS NA


**WORKERS UNITED CANADA COUNCIL**


ON ITS OWN BEHALF AND ON BEHALF OF ITS LOCAL 1033

  
MICHAEL WARD                      DATE  
UNION REPRESENTATIVE, WORKERS UNITED CANADA  
COUNCIL ON BEHALF OF LOCAL 1033

  
MATTHEW MARION                      DATE  
PRESIDENT, WORKERS UNITED CANADA  
COUNCIL - LOCAL 1033

  
PETER JONES                      DATE  
VICE-PRESIDENT, WORKERS UNITED CANADA  
COUNCIL - LOCAL 1033

  
CHERYL CAMERON                      DATE  
RECORDING SECRETARY, WORKERS UNITED CANADA  
COUNCIL - LOCAL 1033

  
LARRY HEARN                      DATE  
SERGEANT AT ARMS, WORKERS UNITED CANADA  
COUNCIL - LOCAL 1033

**APPENDIX "A"**  
**JOB CLASSIFICATION GROUPING AND RATES**  
**Wage Scale:**

Group	Job Classification	Maximum Rates*			
		JAN 1 2019	JAN 1 2020	JAN 1 2021	JAN 1 2022
A	Creeler	19.20	19.58	19.97	20.37
D	Utility Person (Plant)	20.02	20.42	20.83	21.25
F	Service Person	20.54	20.95	21.37	21.80
G	Enterer, Cutter Operator, Beaming Operator (Warper Operator), Weaver	20.85	21.27	21.69	22.12
I	Weaver/Smash Fixer	21.38	21.81	22.24	22.69
J	Shipper, Stock Person, Supply Person, Slasher Operator, Finishing Operator, Warphanger	21.76	22.19	22.64	23.09
L	General Finisher, Warp Hanger/Fixer, Mixer	22.75	23.20	23.66	24.14
N	Loom Technician	24.88	25.38	25.88	26.40
P	Licensed Millwright* <sup>1</sup> , Licensed Electrician	26.76	27.30	27.85	28.40

For the purpose of Article 11.04 (h), the above rate shall be the posted rate for the job and/or the maximum rate for the employees hired after the date of ratification. Wage progression increases under Article 11.04 (h) will stop when an employee is on layoff or leave of absence, and will commence upon the employee's return to work.

\*Employees, except for the Licensed Millwright or Licensed Electrician, shall start at \$1.50 per hour less than the maximum rate. The employee shall receive an increase of \$0.50 per hour after six (6) months worked, \$0.50 after twelve (12) months worked, and shall receive the maximum rate after eighteen (18) months worked.

Loom Fixers: Who fix more than one type of loom will be paid an additional twenty cents (20¢) per hour.

Lead Hands: Additional one dollar (\$1.00) per hour

Training Premium: A training premium of twenty cents (20¢) per hour will be paid for such training hours to an employee who, in addition to continuing his normal operating function, is assigned to train another employee(s) for a continuous day or more at a time. The employee will receive this training premium for the time that they are training.

Formal Training: Employees who conduct the formal evaluation process shall receive a training premium of seventy cents (\$.70) per hour for the time that they are training.

For the purpose of Article 11.04 (h), the above rate shall be the posted rate for the job and/or the maximum rate for the employees hired after the date of ratification. Wage progression increases under Article 11.04 (h) will stop when an employee is on layoff or leave of absence, and will commence upon the employee's return to work.

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\*<sup>1</sup> The Licensed Millwright rate shall only be paid to those persons licensed as Millwrights. Registered Millwright Apprentices shall be paid according to the schedule in Appendix "B".

## **APPENDIX "B"**

### **APPRENTICESHIP**

If the Company wishes to fill a position of Millwright Apprentice, it shall post the job in the normal procedure stating any minimum requirements and academic or aptitude testing which it will require.

The successful applicant will be chosen on the basis of skill, aptitude, academic qualifications and work record. Where these qualifications are relatively equal seniority shall govern.

Apprenticeship rates: The Company agrees to list the yearly pay rates in Apprenticeship chart based on 2013 negotiated wage rates.

Progression through the wage scale shall be as follows:

	Maximum Rates			
	<b>JAN 1 2019</b>	<b>JAN 1 2020</b>	<b>JAN 1 2021</b>	<b>JAN 1 2022</b>
Starting Rate	<b>17.92</b>	<b>18.28</b>	<b>18.65</b>	<b>19.02</b>
After 3 calendar month trial period	<b>19.87</b>	<b>20.27</b>	<b>20.67</b>	<b>21.09</b>
After 1 year as apprentice	<b>20.26</b>	<b>20.66</b>	<b>21.08</b>	<b>21.50</b>
After 2 years as apprentice	<b>20.62</b>	<b>21.04</b>	<b>21.46</b>	<b>21.89</b>
After 3 years as apprentice	<b>21.41</b>	<b>21.84</b>	<b>22.27</b>	<b>22.72</b>
Certified Journeyman Millwright	<b>24.88</b>	<b>25.38</b>	<b>25.88</b>	<b>26.40</b>
Premium rate for Certified Journeyman Millwright with 1 or more years' experience after Certification	<b>26.76</b>	<b>27.30</b>	<b>27.85</b>	<b>28.40</b>

For the purpose of Article 11.04 (h), the above rate shall be the posted rate for the job and/or the maximum rate for the employees hired after the date of ratification. Wage progression increases under Article 11.04 (h) will stop when an employee is on layoff or leave of absence, and will commence upon the employee's return to work.

## LETTERS OF UNDERSTANDING

### Re: Weaving Requirements

Following the announced closure of the Weaving Department, there may be from time to time a need to operate the weaving room equipment. Should there be a need to operate weaving equipment the following provisions shall apply:

#### 1. Recall Rights

Employees will be recalled in accordance with the provisions of ARTICLE 12: LAYOFFS AND RECALLS, Section 12.04.

#### 2. Severance Pay

Employees on layoff from the Weaving Department retain his/her recall rights under the collective agreement provided the employee has not elected to receive his/her severance payment. Should employment ultimately be deemed terminated under the ESA, the employee would be paid any applicable statutory severance pay at that time.

### Re: Training

It is recognized by the parties that it is necessary to install and maintain new equipment and machinery in order to compete with larger and newer production facilities around the world. The Company will notify the Union promptly after the decision to add new equipment or machinery. It is also recognized that the maintenance and/or operation of such equipment may require new skills and knowledge not already possessed by the employees presently performing comparable duties.

The Company will make reasonable efforts to train existing employees to perform this work.

An employee who is unwilling to take such training or unable to satisfactorily perform such work after a reasonable amount of training will be retained in his present classification as long as there is work available which he can perform full time and thereafter shall be dealt with according to the Layoff and Recall provisions of Article 12.

### Re: Job Security

The Union and employees agree that employees may be required to sign such secrecy and non-competition clauses as the Company may require from time to time.

### Re: Aptitude Test

The Company may require an aptitude test for a job in which case any employee seeking that job by lay-off, recall or job posting may be required to pass the aptitude test. The aptitude test will be related to the job in question, must be uniformly applied and the necessity of the aptitude test will be discussed with the Union in advance.



**Re: Supervisors Working**

It is the Company's objective to minimize the amount of time spent by supervisors performing work otherwise performed by the bargaining unit. It is recognized by both parties that it may be necessary for supervisors to do such work on occasion. If there are complaints, the parties will meet to discuss them.

**Re: Hiring Machinists**

It is agreed that any applicant with a valid "certificate of qualification" or "certificate of apprenticeship" issued by the government of Ontario in a metal related trade may be hired into the position of machinist as outlined in our contract.

**Re: Lead Hands (effective December 7, 1987)**

1. Lead Hands shall be selected by the Company.
2. Selection shall be made on the basis of required skills only.
3. Seniority will not be a factor for selection except selected applicant must have one-year minimum seniority.
4. Appointment of Lead hands will be done by the Company following the voluntary acceptance of the job by the selected employee.
5. The Company has the right to replace a selected Lead hand with a different person selected by the Company, if in the opinion of the Company, the Lead Hand holding the position is not performing satisfactorily.
6. The Company may discontinue the practise of using Lead Hands, either partially or fully.
7. Lead Hand rate will be paid at one dollar (\$1.00) per hour for total hours worked while performing lead hand duties. There will be no compounding of the lead hand rate.

**Re: Work Responsibilities**

The parties recognize that:

1. Our competition today is global.
2. There is an increasing pressure to reduce prices for our products.
3. There is a need for continuous improvement in production efficiencies.
4. The Company is investing in new equipment and training as well as research and development, and new marketing initiatives.
5. It is part of every employee's job to help out in work primarily performed by other employees when time and skills permit.

Re: **Stock Persons**

The Stock Person positions in both the Preparation Department and the Inspection Department were upgraded from Job Group G to J in the 1997 negotiations. It is agreed that the incumbents at that time would be grandfathered into labour grade J because of their extensive experience in the position as long as they remain in the Stock Person classification.

The grandfathering of those persons is not a precedent by which future applicants for those positions shall become entitled to the position on the basis that their qualifications were as good as the qualifications of those persons grandfathered in 1997.

The Company shall prepare new job descriptions outlining the amended job duties and qualifications for both of the positions.

Re: **Tape Looms**

In the event the Company re-introduces tape looms, it will be part of the Weaving Department.

Re: **Call-In**

The following "Call-In" pay rates will apply to all Departments:

One dollar and fifty cents (\$1.50) per hour when assigned to carry a pager (Maintenance Department only) while there is no coverage of the Maintenance Department in the Plant. The assigned employee shall remain in a fit condition for work. The following are examples:

1.	Total hours in a week	168
	Day shift	40
	Eligible hours	128
2.	Total hours in a week	168
	Day shift and Afternoon shift	80
	Eligible hours	88

Call-Ins under article 18.05 shall receive double time after two hours worked on Sundays and statutory holidays and time and one half after two hours worked during the balance of the week.

**Re: World Class Manufacturing**

As part of The Saint-Gobain Corporation's on-going commitment towards operational excellence, the Company believes in the adoption of WCM principles and implementing these principles across all of its facilities, world-wide.

As a result, the Company is dedicated to the implementation of WCM in everything that it does to make it the most competitive manufacturer and supplier of woven glass mesh in North America.

As part of this adoption, there will from time to time, be a request for our employees to get involved in loss reduction teams that will help the company reduce or eliminate losses throughout our plant and our manufacturing processes. These teams will follow loss reduction routes, some of which will require video to be taken of our processes and manual tasks to capture important data that the teams will then use to better understand where to direct resources.

The video that has been taken will be downloaded onto a computer so that it can be reviewed and the data gathered by the teams. Once the video has been studied, and the team determines that there is no further useful data available from it, it will be erased.

It is intended that the video recordings will help the teams identify and correct deficiencies in our manufacturing processes. It is further agreed and understood that no discipline will result in a refusal to participate in this program. It is not intended to be used to identify employees engaged in unsafe work practices. It is expected that no employee will engage in unsafe work practices. Therefore, to continue to encourage employees to remain WCM participants, the videos will not be used to identify employees performing unsafe acts. We do remind all employees that it is a shared responsibility for all employees, to report any such violations to the company.

Any WCM video shot will not be allowed to leave the Midland plant without prior agreement of the company and the union.

**SAINT GOBAIN ADFORS CANADA LTD**

**WORKERS UNITED CANADA COUNCIL**

**ON ITS OWN BEHALF AND ON BEHALF OF ITS LOCAL 1033**

## Schedule A

For the life of this contract expiring **December 31, 2022**, the Company shall pay severance pay in the amount of one and one-half (1 .5) weeks per year of service to a maximum of 26 weeks, with a maximum payment not to exceed **Forty-Five Thousand Dollars (\$45,000)** to employees who have five (5) or more years of service irrespective of payroll or number of employees.