

Signed



COLLECTIVE AGREEMENT

Between

Moulure Alexandria Moulding Inc.

and

United Steelworkers

Expiring December 9, 2020

07704 (12)

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COLLECTIVE AGREEMENT

Between

MOULURE ALEXANDRIA MOULDING INC.
(hereinafter referred to as the "Company")

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**
(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

- 1.01 It is the desire of the parties to this Agreement to establish, promote and foster a good relationship that will be enduring and of mutual benefit to both the Company and the Union.
- 1.02 It is the essence of this Agreement that there shall be a maximum of cooperation and of help from the employees of the Company to obtain all possible business and expand the operation of the Company and the parties hereto pledge their full support and cooperation in this regard.
- 1.03 Wherever the masculine pronoun is utilized throughout this Agreement, it is understood that it includes both genders.
- 1.04 The Company agrees to bear the cost of having this agreement printed in bilingual pocketbook form, within ninety (90) calendar days following ratification. In the event of a conflict between the English and the French versions of the Collective Agreement, the English version shall prevail.
- 1.05 In this collective agreement, the following definitions apply:
- "Calendar days" – means every day on the calendar
 - "Business days" – means Monday to Friday, excluding holidays observed by the plant
 - "Working days" – means the actual scheduled working days of the employee concerned.

ARTICLE 2 - REGOGNITION

- 2.01 This Agreement shall cover all employees of the Company employed at Alexandria, Ontario save and except foremen, supervisors, those above the rank of foremen and supervisors, office staff and persons regularly employed for not more than twenty-four (24) hours per week.

2.02 The job of the foreman is to supervise and direct employees and he shall not perform bargaining unit work except in cases of emergency, for periods of training and instructions, or where no bargaining unit employee is available to do such work.

2.03 The Company may at any time employ persons in the plant who are learning the business and are recognized apprentices for management positions but who are not intended to remain in the plant. These persons shall not be required to pay Union dues.

Members of the immediate family of the present owners may perform work within the plant provided it does not deprive regular bargaining unit employees of their hours of work or prevent the recall of laid-off employees or circumvent the hiring of new employees.

2.04 The employees, the Union, and the Company agree to abide by the provisions of the Ontario Human Rights Code and the Ontario Labour Relations Act.

ARTICLE 3 - UNION SECURITY

3.01

a. The Company agrees to recognize the Union as the sole bargaining agent for all employees of Moulure Alexandria Moulding Inc. employed at Alexandria, Ontario, save and except foremen, supervisors, persons above the rank of foremen and supervisors, office staff and persons regularly employed for not more than twenty-four (24) hours per week.

b. No employee shall be asked or permitted to make any verbal or written agreement which may conflict with this Agreement.

3.02 All employees of the Company covered by this Agreement must, after thirty (30) continuous calendar days, from the date of hiring, become and remain members of the Union in good standing during the life of this Agreement as a condition of employment.

3.03 The Company further agrees to inform all employees who are covered by this Agreement (including those hired to fill temporary vacancies caused by illness, emergency or any other cause and those hired for the summer vacation period) that full Union membership is a condition of employment after thirty (30) continuous calendar days have elapsed from the date of hiring. The Company undertakes to send the Chief Steward/Local Union President a list of new employees on a monthly basis.

Within the first month of employment, the Company will allow the Chief Steward/Local Union President or designate the opportunity to meet with all new employees for 15 minutes, as part of the employee's orientation for the purpose of acquainting them with the Union.

- 3.04 The Company will give written notice, of the names of new employees hired, to the Union at the same time as the remittance of the Union dues. Such notice will contain the employee's address and telephone number.
- 3.05 New employees shall pay regular Union dues commencing the first full week following their date of hire.
- 3.06 The Company shall inform all employees of the contractual relationship between the Union and the Company. The Union agrees that this shall make membership in the Union available to all employees covered by this Agreement.
- 3.07 The Company will not contract out work of the bargaining unit if doing so results in or prolongs a layoff of any maintenance employee.

ARTICLE 4 - CHECK OFF

- 4.01 The Company shall deduct Union dues including, where applicable initiation fees and assessments, on a bi-weekly basis from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's constitution. The Union agrees to give the Company one (1) month notice of any change.
- 4.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P.O. Box 9083 Commerce Court Postal Station, Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 4.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in Article 4.02 in such form as shall be directed by the Union to the company.
- 4.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

- 4.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the Union during the previous year.
- 4.06 The Company further agrees that in the event of any employee being on vacation at the time of a regular deduction, such deduction shall be made from the employee's vacation pay.
- 4.07 HUMANITY FUND: The Company agrees to deduct and remit on a bi-weekly basis the sum of one (1) cent per hour from the wages of all employee in the bargaining unit for all hours worked, and prior to the fifteenth (15th) of the month following, shall pay the amount so deducted to the Humanity Fund, National Office, 234 Eglinton Avenue, E., Toronto, Ontario M4P 1K7, and shall advise in writing both the Humanity Fund and at the above address, and the local Union, that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

- 5.01 The Union recognizes the right of the Company to manage the said works and direct the working forces including the right to hire, promote, transfer, lay-off, demote, discipline, suspend or discharge any employee providing the exercise of such rights shall be consistent with the Agreement contained herein, and that the Company will only discipline employees for just cause. The provision shall not be construed to limit management in any way in the exercising of its regular customary functions in operation of the plant.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01
- a. In view of the orderly procedure established by this Agreement for settling disputes and handling grievances, the Union agrees that there shall not be any strikes or picketing during the life of this Agreement.
 - b. The Company agrees that there shall be no lockouts during the life of this Agreement.
 - c. In the case of a lockout, strike or picket line of any Union, it shall not be considered a violation of this Agreement for any member of the Union to refuse to deliver goods where such controversy is going on.

ARTICLE 7 - STEWARDS

7.01 There shall be a maximum of one (1) Steward per plant per shift plus one (1) Steward for the Maintenance Department to ensure that the Company and members of the Union abide by the provisions of this Agreement, and to report any infractions of such provisions to the foreman, who shall promptly deal with same.

7.02 Such Stewards shall be elected by Union members in the shop concerned or appointed by the Union and shall have completed their 480 hour probationary period. There shall be no discrimination against the Steward for Union activities. The Union shall notify the Company in writing as to the names of its' Stewards and likewise on any change of Stewards. Only active (working) members of the Union are eligible to hold the office of Steward and Chief Steward/Local Union President. Employees may not be nominated for the offices of both Chief Steward/Local Union President and Shop Steward.

7.03 The Chief Steward/Local Union President shall be considered as the senior employee in the event of a lay-off, provided he has the ability to perform the job of the laid-off employee. In the event of a dispute concerning the Chief Steward/Local Union President's ability to perform the work in question, he shall be given a five (5) working day training period by the Company on the job in question to prove his ability.

The Chief Steward/Local Union President shall be scheduled as an extra DC Employee on the floor at the DC from 7:30 AM to 11:30 AM each day, and shall be scheduled three and one-half (3.5) hours each afternoon from 12:00 PM to 3:30 PM to attend to Union business. All time shall be paid for by the Company. It is understood that the Chief Steward/Local Union President shall be allowed for time to serve grievances and attend meetings with the Company, as necessary. For overtime purposes, the Chief Steward/Local Union President shall be considered by his own seniority, and not be considered to be at the top of the seniority list.

The Company shall supply the Union Chief Steward/Local Union President with an office and a company e-mail address.

7.04 The Company shall inform the Union of all lay-offs or discharges and all Union personnel changes. This information shall be considered confidential.

7.05 The Steward shall be allowed a reasonable period of time to service any grievance. A Representative of the Union shall be allowed to contact Stewards by asking permission of the foreman of the shift. Any employee must obtain authorization of the Company before leaving his work station.

7.06 The USW Representative shall have access to the Company premises after asking permission from the Director of Human Resources or his designate.

7.07 The Company will supply one locked Union notice board in each plant. Notices shall only be posted by officers authorized by the Union. A copy of all notices shall be provided to the Human Resources Manager at the time of posting.

7.08 The bargaining committee will consist of one employee per plant, plus one employee from Maintenance, the Chief Steward/Local Union President, and the USW Staff Representative. Attendance of employee members of the bargaining committee on days in direct negotiations with the Company shall be without loss of regular pay.

7.09

a. When an employee, who is covered by this Agreement, is called into a meeting with the Company to investigate the employee's alleged misconduct or to impose discipline upon him, the employee will be offered the presence of a Steward. If no Steward is available, another bargaining unit employee of his choice who is then at work may substitute.

b. The Company will advise the Steward of the reasons the employee is being disciplined, before such discipline is issued to the employee, and such information shall be considered confidential. The steward shall be allowed a reasonable period of time to consult with the employee before the discipline is given.

c. The Company will give a copy of the disciplinary letter to the Union.

d. The Company shall take disciplinary action against an employee within ten (10) days worked of the date of the incident or within ten (10) worked days of the date on which management became aware of the incident. The Company can request an extension to the time limit and such permission to extend the time limit shall not be unreasonably denied by the Union. Failure to comply with such time limits shall render the discipline null and void.

7.10 Labour Management Committee

Where the Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply.

A Labour Management Committee shall be established consisting of three (3) Representatives of the Union and one (1) officer from USW and Representatives of the Company. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.

Such meetings will be held at least quarterly, or more often if agreed by the parties.

Any Representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance may be discussed at a suitable time only under the following conditions:
- i. It is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity to address his complaint;
 - ii. It may deal with a complaint, disagreement or controversy. A written grievance must be presented within fifteen (15) business days after the event occurred as per the grievance procedure;
 - iii. It must be in relation to the application of the present Collective Agreement;
- 8.02 Step 1 - At the first level, the Steward and the grievor or another person will meet with the department head within five (5) business days of the presentation of the grievance. The department head has five (5) business days to give his reply in writing.
- 8.03 Step 2 – If there is no satisfactory settlement of the grievance at Step 1, the grievance may be advanced to Step 2 within five (5) business days of the receipt of the Step 1 answer. Two (2) members of the Grievance Committee shall meet with the Director of Human Resources or his designate within five (5) business days of the receipt of notice to advance the grievance to Step 2. The Company shall give its reply in writing within five (5) business days of the meeting.
- 8.04 After this delay, the Union or the Company may refer the grievance to Arbitration within the next following thirty (30) business days.
- 8.05 Time limits provided in this Article may be extended by written agreement of the parties. In the event the time limits are breached, the grievance will advance automatically to next step.
- 8.06 a) The parties agree that if it becomes necessary to proceed to arbitration, the preferred method is with a sole arbitrator. The party forwarding the grievance to arbitration will provide three (3) suggestions for sole arbitrator. The responding party will reply within five (5) business days and will choose one of the suggested arbitrators, or provide alternate suggestions. If the parties are unable to agree on an arbitrator within ten (10) business days, the Minister of Labour for Ontario may be asked to appoint an arbitrator.

b) If the parties mutually agree to the use of a Board of Arbitration the following will apply:

The board of arbitration shall consist of three (3) members, one (1) to be appointed by each part to this Agreement, and the third (3rd) to be selected by the two (2) so appointed within ten (10) business days after the appointment of the two (2) nominees. If the parties cannot agree upon a chairperson for the arbitration board, he shall be appointed by the Minister of Labour for the Province of Ontario. The Union and the Company shall have the right to appoint anyone it desires to represent it on an arbitration board without the right of the other party to object to such an appointment.

- 8.07 The arbitration board shall not make any decision inconsistent with this Agreement, nor alter modify or amend any part of this Agreement but shall only consider the question in dispute.
- 8.08 The decision of the arbitration board is, in all cases, binding on both parties.
- 8.09 Each of the parties hereto will bear their own expenses with respect to any arbitration proceedings. The parties will bear jointly and equally, the expenses of the chair person.
- 8.10 a) It is further agreed that the Union and the Company shall have the right to originate a grievance at a time not later than thirty (30) business days from the date of the alleged grievance with regard to any dispute in the interpretation or manner which the contract is being complied with. The Union and the Company Representatives shall first discuss the complaint, such complaint may be submitted by either party to the arbitration procedure. Such grievance shall be submitted at the 2nd step of the grievance procedure.
- b) Group grievances – In the event that two (2) or more employees have a grievance that is identical in subject matter, a group grievance may be filed at the 2nd step of the grievance procedure.
- 8.11 Any notation of a reprimand or other disciplinary action either at the level of verbal warnings and/or written warning placed on an employee's record shall be removed after an elapsed period of twelve (12) months and never referred to. Any unpaid suspension shall be removed from an employee's record and never referred to after an elapsed time period of twelve (12) months (eighteen (18) months in the case of a suspension of two (2) to four (4) days, twenty-four (24) months in the case of a suspension of five (5) days or more) from the date of issuance of such suspension. Subject to these limitations, management will be able to use the employee's previous record in order to demonstrate the progressive disciplinary steps when presenting their defense at arbitration.
- 8.12 Upon request, an employee who is subject to disciplinary action will be permitted to view his personnel file upon providing forty-eight (48) hours notice.

ARTICLE 9 - TERMINATION OF EMPLOYMENT

- 9.01 The Company shall, subject to provisions of Article 5.01, have the right to reprimand, suspend or discharge an employee, without notice, for committing any of the following infractions:
- a. stealing or dishonesty; and/or
 - b. intentionally causing injury to himself or other employees while at work; and/or
 - c. drinking while on duty or being under the influence of liquor or drugs while on duty; and/or
 - d. deliberate refusal to obey instructions given by authorized personnel unless such instructions jeopardize the life, health or safety of an employee.
- 9.02 On any discharge case the Company shall send to the Union, within twenty-four (24) hours, a copy of the discharge notice and such notice shall contain the reasons for discharge. Any grievance resulting from the suspension or termination of an employee will be dealt with automatically under 8.03.
- 9.03 Each employee who desires to terminate his employment must give the Company one (1) weeks' notice.
- 9.04 Upon request, an employee leaving the Company shall be furnished with a reference, provided his work has been satisfactory.

ARTICLE 10 - SENIORITY

- 10.01 Length of service within the bargaining unit shall be the sole determining factor in ascertaining seniority.
- 10.02 With the exception of students or temporary employees hired for the summer period, new employees shall be considered probationary employees until they have worked 480 hours (i.e. 60 x 8 = 480). Upon completion of the probationary period the employee's seniority shall date back to the original date of hire.

Notwithstanding any provision of this Agreement, the Company shall not be required justify the termination of an employee during his probationary period and the employee shall have no recourse under the Grievance Procedure as a result of this termination.

10.03 An employee who is promoted to a position outside of the bargaining unit will retain seniority for a period of six (6) months with the same pay classification. If the employee returns to the bargaining unit within sixty (60) calendar days, he will be returned to his former job; if he returns within six (6) months of his date of transfer, he will be returned to his classification; if he returns after six (6) months, he will forfeit his accumulated seniority and benefits, and be considered as a new employee.

10.04

- a. In the event of a lay-off, the Management will determine the number of employees to be reduced and will advise the affected employees of the decision, as per Article 10.05.

Probationary, students and part-time employees who are performing bargaining unit work will be laid-off first, then, the most junior employee, based on continuous length of service within the bargaining unit, will be affected in the event of a lay-off provided the remaining employees have the ability and the necessary licenses to fill the vacated jobs and are needed to fill those jobs.

In case of doubt as to the ability of an employee, he will be given a five (5) working day training and familiarization period to prove his ability to perform the work available to him based on his seniority.

- b. A lay-off shall be defined as a shortage of work that exceeds forty-five (45) days or the elimination of a full-time position.

- i. In the case of a shortage of work that does not exceed forty-five (45) days, an affected employee may be temporarily transferred at the discretion of the Company to another position. Where possible, the transfer will occur based on seniority and to the same shift. The employee will maintain his rate of pay or the rate of pay of the new job, whichever is highest. Should the employee's original job become available during this time, he will revert back to his former position.

Alternatively, the affected employee may choose to displace the junior employee in that department (i.e. plant and shift) who will be moved instead, provided the affected employee is capable of performing the junior employee's work. In such a case, the affected employee will receive the rate of pay of the job into which he displaces. Should the employee's original job become available during this time, he will revert back to his former position.

Alternatively, if more than one (1) employee is affected, the affected employees may choose to displace by seniority the most junior employees in that department (i.e. plant and shift) who will be moved instead, provided the affected employees are capable of performing the work of the employees being displaced. In such a case, the affected employee will receive the rate of pay of the job into which he displaces.

Should the employee's original job become available during this time, he will revert back to his former position. For clarity, the junior employees being displaced shall not have a right to displace or bump any other employee.

- ii. In the case of a lay-off where a full-time employee's position has been eliminated, an affected employee will have the right to exercise his seniority to displace an employee with less seniority provided he has the skills, ability and qualifications to perform the job of the junior employee. An employee who exercises his bumping rights will be paid at the rate of the position he bumps into. An employee exercising his bumping rights will be entitled to a training and familiarization period for a maximum of five (5) working days.
- iii. Should an employee who has exercised his right to displace a junior employee not be able to perform the work, the employee will be given the right to displace a junior employee on the same shift as:
 - a. a general help employee;
 - b. or in the case of an employee working in the Distribution Centre, a DC employee.

If there is no general help employee or DC employee, as the case may be, on the same shift, he may displace a junior general help employee or a DC employee on any shift.
- iv. Pursuant to section (ii), should the eliminated position be re-opened within six (6) months, the senior employee displaced from that position will have the choice to return to the re-opened position at the applicable rate of pay. Any employee who was displaced as a result will also be given the same right.
- v. Pursuant to section (iv), if any employee declines to return to his former position, such position will be posted immediately. It is understood that the Company will be able to avail itself of the provisions of Article 11.08 (a) during the posting period.
- c. Any employee who receives a lay-off notice as a result of his job being declared redundant or having been displaced by a more senior employee shall receive a written notice of lay-off from the Company, along with his possible options for displacing less senior employees. A copy of such notice shall also be forwarded to the Union. By 5:00 PM on the second business day following receipt of the notice, the employee shall indicate in writing his choice to accept one (1) of the following options:
 - i. Voluntarily accept the lay-off.
 - ii. Displace a less senior employee, if possible.

- d. In the event the transport driver is the junior employee, he will not be laid-off if there is not an employee who possesses immediately the necessary company qualifications and ability to fill the transport position.
 - e. Notwithstanding any other provision contained herein, however, it is understood that a more senior employee has the option of accepting a lay-off before a junior employee. In the event that a more senior employee accepts a lay-off he cannot return to work unless he has been recalled in order of his seniority. The Company shall not recall employees for the sole purpose of jeopardizing the employee's employment with the Company as provided for in Article 10.06(c).
 - f. In the event the Company must lay-off a senior production or maintenance employee because of his specific skills, the parties agree that the junior employee should not perform work that is normally performed by the laid-off senior employee, except in cases of emergency or for short term unexpected production requirement of less than one (1) day.
 - g. Voluntary days off will be administered on a departmental basis in the first instance. When the Company offers Voluntary days off, the employee will be allowed to request such days up to twenty-four (24) hours in advance of the start of the shift, on a first-come, first-served basis.
- 10.05 The Company shall, at its own discretion in the event it is necessary to lay-off permanent employees (not applicable to probationary employees and students), give to said employee or employees, fifteen (15) business days' notice of impending lay-off, or ten (10) days' pay in lieu of notice. This clause does not apply in case of fire, flood, major electrical failure or Act of God.
- 10.06 An employee shall lose all seniority and shall be deemed to be terminated for any of the following reasons:
- a. if an employee voluntarily quits;
 - b. if an employee is discharged and is not reinstated pursuant to the grievance procedure, as provided in this Agreement;
 - c. if an employee has been laid-off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, the Company will notify the employee by registered mail to his last known address, to return to work and will be allowed no more than seven (7) consecutive days, from the date the notification was registered, to report for duty;
 - d. if an employee overstays a leave of absence without securing an extension, in writing, of such a leave of absence; unless he has a reasonable and verifiable explanation for overstaying his leave of absence;

- e. if an employee is absent from work, without securing a leave of absence, for more than three (3) consecutive working days without a reasonable excuse;
- f. if an employee is absent from work because of lay-off for more than eighteen (18) continuous months;
- g. if an employee is absent from work due to illness or injury or WSIB benefits for twenty-four (24) continuous months or for the length of the employee's seniority to a maximum of forty-eight (48) continuous months. This clause shall be interpreted in accordance with the Ontario *Human Rights Code*, as amended from time to time.

10.07

- a) After the layoff and bumping process in Article 10.04(a) and (b) have been exhausted, any need for employees, either for full-time or part-time jobs, will be first offered to employees on the recall list in order of seniority, before hiring from outside the bargaining unit. It is understood that an employee on lay-off does not have to accept any part-time jobs (i.e. less than thirty-six (36) or forty (40) hours per week) and his refusal to take a part-time job will not change his status on the recall list.
- b) The parties agree that the job posting provisions in this agreement have precedence over the recall provisions. When work becomes available, vacant positions will be posted as per Article 11.02. Recalled employees may be assigned as needed during the posting procedure and it is understood that the Company may use the provisions of Article 11.08 a) (temporary transfer) during this period. It is understood that employees will be recalled in order of seniority.
- c) Any position not filled through the bidding procedure; will be offered to laid off employees in order of seniority, in accordance with Article 10.07 (a). The employee will assume any available position for which he has the appropriate ability and seniority. Where necessary, the employee will be provided with a reasonable training period. Such employees will receive the rate of pay of the position they are being recalled to.

10.08 Seniority lists shall be compiled and kept posted on the bulletin board. The Company shall update these lists every six (6) months and shall provide the Chief Steward/Local Union President with a copy and shall forward a copy to the Union.

At this time, the Company will furnish the Union with an updated list of employee's addresses and telephone numbers.

ARTICLE 11 - JOB POSTINGS & TEMPORARY TRANSFERS

- 11.01 All bids are to be made in writing and are to be in duplicate, one (1) copy to management and one (1) copy to the Union.
- 11.02 All jobs shall have the time posted and closing time, for the bids, on the notice. Such postings shall remain on the notice boards, in all departments, for a period of six (6) calendar days. No employee's bid will be accepted after the closing time stated on the job posting. An employee leaving on vacation or other approved absences will be allowed to notify the Company and the Union of his desire to bid on a job posting during his absence, provided he can assume the job within thirty (30) calendar days.
- 11.03 When possible, the Company will offer additional training by seniority to employees who are willing and have demonstrated the ability to learn, and to employees experiencing a shortage of work.
- 11.04
- a. Any employee refusing to accept an award after bidding shall lose his bidding right for six (6) months.
 - b. After an employee has been awarded a position in Classification A through the bidding procedure he will not be allowed to bid again for a period of twelve (12) months, unless the subsequent position posted is a promotion or a preferred shift in the same classification for said employee. Employees in Classifications B and C will not be allowed to bid again for a period of six (6) months, unless the position is a promotion or a preferred shift for said employee. For the purposes of this article, a promotion is defined as an advancement to a job which carries a higher hourly rate of pay.
- 11.05 All jobs will be awarded on the basis of seniority. Provided the employee has been awarded a position, through the bidding procedure, such employee is to be placed in the awarded position within a period of fourteen (14) days from the date the award was granted, with the understanding that if the employee cannot be placed in the position within the fourteen (14) day period, there shall be a discussion between the Company and the Union to determine the appropriate disposition of the matter. If the employee is not placed in the position within fourteen (14) days, he shall be paid the higher rate of pay commencing with the fifteenth (15th) day.

If within thirty (30) calendar days of a posted position being granted it again becomes vacant the position will not be posted and the job will be filled by seniority from among the qualified employees who bid for the position at the last posting.

11.06

- a. A successful applicant for a posted job and any employee(s) who fills the vacancy resulting from the successful application will be placed in those jobs for a reasonable training period. It is understood that the training period will be relatively extended for employees who are off work due to sickness or accident during the training period. During such period the Company will extend to the employee reasonable instructions and start training in the normal requirements of the job. If an employee is unable to prove his qualifications and ability to the satisfaction to the Company, he will be returned to his former job at his former rate of pay as will any other employee in the bargaining unit who was promoted or transferred as a result of the original job posting.

An employee who bids on a job which he has actually successfully performed in the past will not be afforded a training period, except for circumstances in which there has been significant change to the position since it was last held.

- b. If an employee does not qualify during such period and is returned to his former job, the resulting vacancy will be offered to the next senior employee who bid on the posting.

11.07 Notices of job vacancies shall be posted at all locations of the Company.

11.08

- a. Temporary vacancies of five (5) consecutive working days or less shall be filled at the discretion of the Company. The Company undertakes to ensure that such vacancies will be shared equally by the qualified employees on the same shift, wherever possible. Transferred employees under this clause will receive the higher rate of their current job or the rate of the job to which they are transferred. This clause shall not apply in the case of booked vacation; clause 11.08 b) will apply in such cases.
- b. Temporary vacancies of more than five (5) consecutive working days but up to one hundred and eighty (180) days (including vacancies resulting from booked vacation) as well as subsequent temporary vacancies resulting from the filling of a temporary posting as per Article 11.08 c) will be offered by seniority to those qualified employees assigned to their shift where the temporary vacancy occurs, provided that the employee's position can be replaced by another employee on the same shift. The employee who volunteers to cover the temporary vacancy will receive the rate of the temporary vacant position. If there are no employees who volunteer the junior qualified employee may be assigned and he shall receive the higher rate of his current job or the job to which he is being transferred.
- c. When a vacancy exceeds six (6) months or if the Company has documentation stating that a vacancy shall exceed six (6) months, the position shall be posted on a temporary basis. Applicants for such

temporary vacancy must be able to assume the position immediately or with a maximum of ten (10) working days of training. Only the first temporary vacancy will be posted. Subsequent vacancies will be filled in accordance with Article 11.08 b).

Notwithstanding the above, it is understood that a Class A employee may apply for any temporary position provided the Company can immediately fill the position held by the Class A employee by another qualified employee working in the same department and shift as the Class A employee.

- d. Should the absent or injured employee become able to return to work within twelve (12) months of the start of the vacancy he will return to his position, unless the employee has been deemed to be permanently incapacitated from performing the essential duties of his former position. The employee who was filling the temporary vacancy shall revert to his former position.
- e. When a vacancy exceeds twelve (12) months, the position shall be posted on a permanent basis and be filled pursuant to the provisions of this Collective Agreement.
- f. Should the absent or injured employee become able to return to work after twelve (12) months or the start of the vacancy, he will be returned to a vacant position for which he is qualified on the shift he occupied before his absence, at the rate of pay for that available position unless the employee has been deemed to be permanently incapacitated from performing the essential duties of the position held prior to his absence or injury. If there are no open positions at the time, he shall assume the position and rate of pay of General Help MFG (or DC Employee, if in the DC) on his original shift until there is a vacant position which he can assume according to his seniority.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01

- a. The standard hours of work shall consist of five (5) consecutive days of eight (8) hours each from Monday to Friday. For the twelve (12) hour shift schedule the day shift starts at 6:00 a.m. and finishes at 6:00 p.m. and the night shift starts at 6:00 p.m. to finish at 6:00 a.m. The Company reserves the right to implement a night shift which shall not commence before 11:30 p.m. on Sunday and shall end no later than 7:30 a.m. the following Friday. Starting and quitting times and the arrangement of shifts shall be subject to the mutual agreement between the Company and the Union.

When night shift employees on 12 hour shift are scheduled to work on a weekend where Saturday is scheduled off due to a statutory holiday in

the same week, the employee will be paid an additional six (6) hours of regular pay.

Employees on twelve (12) hour shift who work on Sunday as part of their scheduled shift will be paid at the rate of time and one-half (1 1/2) for all hours worked on Sunday.

Employees on twelve (12) hour shift will be allowed the following paid break on each shift:

- One (1) thirty (30) minute break;
- One (1) twenty (20) minute break;
- One (1) fifteen (15) minute break.

- b. Overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay, will only be payable after forty (40) hours (thirty-six (36) hours at MDF) paid in the week and for all hours worked on a Saturday, except where specifically modified in this Agreement. Overtime at the rate of double (2) time the employee's hourly rate of pay, shall be paid for all hours worked on a Sunday, except where specifically modified on this Agreement. The parties have agreed that an employee will only be eligible for overtime when he is capable of performing the work available and that the Company will not be obligated to make modified work available on overtime for employees on modified duties unless such work is required.
- c. The above is applicable to all employees except for the truck drivers who will work on a forty (40) hour work week. Overtime for truck drivers will be payable after forty (40) hours.
- d. For a part-time job with less than the regular hours, the Company reserves the right to establish the hours worked without regard for the established shift/hours or shift premium.

12.02

- a. An employee called back to work, after having left the premises upon completion of his shift, shall be guaranteed a minimum of three (3) hours work of pay at the rate of one and one-half (1 ½) times his regular hourly earnings. If the employee is unwilling or unable to perform the work in question, he will be paid for the time worked only.
- b. Employees who are required to work on their scheduled day off shall be guaranteed a minimum of three (3) hours work (or pay) at the rate of time and one-half the employee's regular hourly earnings. However, if the day the employee is required to work is scheduled Sunday off then the payment of overtime will be at the rate of double the employee's regular hourly earnings, with the minimum guarantee of three (3) hours work (or pay). All hours worked, in excess of the minimum guaranteed hours, shall also be paid at the applicable premium rate.

12.03 A work week in which a Paid Holiday is celebrated shall be reduced by one (1) day for each holiday celebrated in that week. There shall be no loss of pay by reason of the observation of the holiday(s). Payment for such holiday(s) shall be the number of hours normally scheduled for the day(s) based on the employee's applicable hourly rate of pay.

12.04

a. Where a Paid Holiday occurs during an employee's annual vacation, the day may be observed as a floater to be taken by employees on an individual basis on some day which is mutually acceptable to the employee and the Company, or at the employees choice he may be paid in lieu thereof.

b. Paid Holidays falling on a Saturday or Sunday will be observed, on the preceding Friday or the following Monday, as designated by the Company.

In the event that both Saturday and Sunday are Statutory holidays, then the two preceding or following days, or the Friday and Monday will be observed, as designated by the Company.

c. In an attempt to improve the efficiency of the Company and to provide the employees with longer periods of time off, Paid Holidays occurring during the midweek period may be substituted as follows;

- should the Company request the substitution, the Chief Steward/Local Union President shall arrange for all employees to be polled on the matter either by secret ballot vote, or by signing a letter requesting such substitution, and it is understood that the text of such letter shall be prepared by the Company;
- employees will be polled on a per shift basis and the wishes of the employees will be determined upon completion of such polling;
- if the Company is in agreement with the wishes of the employees, the substitution shall be implemented;
- the computation of payment for the Paid Holiday in question shall be based on straight time for the hours the employee would normally have worked;
- in the event there is no agreement on the substituted day, the day designated as the Paid Holiday will be observed.

12.05 Where it is necessary for employees to work on a Paid Holiday, the employees will be provided with a minimum of three (3) days' notice of such overtime, except where the providing of such notice is prevented as a result of sickness or emergency.

12.06 Employees will be paid their applicable hourly rate for all agreed to rest periods and lunch periods. Where an employee is assigned to perform contiguous overtime, a rest period of 10 minutes shall be provided at the completion of his

regular shift. If the overtime assigned is for a minimum of four (4) hours, a further rest period of fifteen minutes shall be provided during the overtime shift.

Where an employee is assigned to perform overtime on a normally scheduled day off, a rest period of fifteen (15) minutes shall be provided where the overtime shift is for four (4) hours; where the overtime is for six (6) hours, two rest periods of fifteen (15); and where the overtime shift is for eight (8) hours, one rest period of fifteen minutes and one meal period of thirty minutes.

12.07 As a result of an accident which occurs on the job or Company premises and if an employee is required to lose time from the job, the employee shall receive his regular pay, for the day on which the accident occurred providing the employee is not paid by the Workplace Safety & Insurance Board.

12.08 **Overtime distribution**

a) **General principles:**

Available overtime shall be offered by seniority to employees who have the required skills, ability and qualifications to perform the work and who have indicated their availability in advance.

Employees shall submit their availability to work overtime to the Company on a weekly basis using the form prescribed by the Company. Employees who have already worked twelve (12) hours in the week will be placed at the bottom of the overtime list.

Employees who volunteer for overtime and do not actually come in to work will be ineligible for volunteer overtime for two (2) weeks on the first occurrence, four (4) weeks on the second occurrence and twelve (12) weeks on the third or subsequent occurrence.

Where the Employer calls an employee for available overtime and more than one position is available for overtime for which the employee has the required skills, ability and qualifications, the Employer shall offer the employee the choice of positions available. The Employer shall not offer an available position where the employee has not indicated his availability using the availability sheet.

b) **Application:**

Step 1 – Overtime that is Contiguous to an Employee's Shift

Overtime that is contiguous to an employee's shift shall be offered to those employees on shift who have indicated in advance to the Company their availability to work overtime on the form prescribed by the Company and who have the required skills, ability and qualifications to perform the work. Where more than one employee on shift has the required skills, ability and qualifications

to perform the work, as determined by the Company, the overtime shall be assigned to the most senior employee.

Step 2 – Available Overtime within the Department not Contiguous to an Employee's Shift

Available overtime not contiguous to an employee's shift shall first be offered by seniority by the Company to employees working in the Department. If the Company is unable to fill the available overtime with an employee from the Department, overtime shall be offered by seniority to employees plant wide who have the required skills, ability and qualifications to perform the work and who have indicated in advance to the Company their availability to work overtime on the form prescribed by the Employer. An employee shall not be entitled to work available overtime if such employee has refused to work overtime within their Department on the same day. It is understood, the Company shall not reassign employees within a Department where the Company is aware of an overtime need six (6) hours before the start of the shift.

For the purposes of this clause only, "Department" shall be defined as:

- (1) Station
- (2) MDF
- (3) DC
- (4) Maintenance Department**

c) Notwithstanding the provisions of Article 12.08 **(a)** & **(b)**, employees will not be called and offered overtime when absent from work when the overtime list is being circulated for any of the following reasons;

- i, vacation except when the Company forces the employee to take more than two (2) weeks per year,
- ii. bereavement leave,
- iii. sickness or injury,
- iv. personal leave of absence, including Union leave,

A senior employee who returns from any of the above and completes his full regularly scheduled shift after the overtime list has been circulated but the day prior to the overtime being worked can displace a junior employee on this list.

12.09

- a. An employee who reports for work on his regular scheduled shift shall be guaranteed eight (8) hours of work or eight (8) hours of pay in lieu thereof. Those employees who are working twelve (12) hour shifts shall be guaranteed twelve (12) hours pay in lieu thereof.
- b. If due to fire, flood, major electrical failure or Act of God the production must be stopped, an employee will be guaranteed four (4) hours if the stoppage occurs within the first four (4) hours from the start of the shift or eight (8) hours if the stoppage occurs in the fifth hour from the start of the shift.
- c. Articles (a) and (b) above will not apply in cases where an employee ceases to work of his own volition for any reason. The employee will then receive payment for only the time he has actually worked.

ARTICLE 13 - VACATIONS

Vacations must be booked before April 1st and in full weeks. Plant shutdowns are considered part of the employees' vacations. Vacations not booked by April 1st may be booked by the Company.

Vacations not booked before April 15th will be granted if possible on a first-come, first-served basis. Availability of holidays ("quotas") on a weekly basis will be based on CUSTOMER NEEDS.

Employees may book vacation for the period of April 15th to December 31st by seniority, provided that requests are filed before April 1st. Following April 1st, requests will be granted on a first-come, first-served basis.

Employees may book vacation for the period of January 1st to April 15th by seniority, provided that requests are filed between September 15th and October 1st at 11:59 pm of the previous year. The Company shall inform employees on or before October 8th if their requested vacation has been approved or not. Following October 1st, requests will be granted on a first-come, first-served basis.

Full vacation weeks will have priority over single days; single days will have priority over half days, half days over 4 hours (week end shift only) regardless of seniority. Vacation days will have priority over voluntary days off.

If an employee is bumped or transferred from his position to another position and/or plant, his previously granted vacation request(s) shall be upheld. If an employee voluntarily bids into a Class A position or where an employee changes shifts, full weeks' vacation request will be upheld. However, in such a situation it is understood that if another senior employee has been denied vacation on that shift, single day request made by the transferred employee in his old position may not be guaranteed.

All unused vacation must be booked and taken by the end of the year. If an employee has not taken any (or only some) of his vacation by the end of the year, he will be deemed to have waived his vacation and opted to take payment only.

13.01

- a. An employee with less than one (1) year of continuous service shall be paid vacation pay equal to four percent (4%) of his total earnings.
- b. The employee shall also be eligible, after having worked for a period of six months but less than one (1) year, to a vacation on the basis of one-half day each month employed.
- c. An employee who has completed one (1) year of continuous service shall receive a vacation of two (2) weeks and vacation pay at the rate four percent (4%) of his total earnings.
- d. An employee who has completed five (5) years of continuous service, as of July 1st, shall receive a vacation of three (3) weeks and vacation pay at the rate of six percent (6%) of his total earnings.
- e. An employee who has completed ten (10) years of continuous service, as of July 1st shall receive a vacation of four (4) weeks and vacation pay at the rate of eight percent (8%) of his total earnings.
- f. An employee who has completed seventeen (17) years of continuous service, as of July 1st, shall receive a vacation of five (5) weeks and vacation pay at the rate of ten percent (10%) of his total earnings.
- g. An employee who has completed twenty-five (25) years of continuous service, as of July 1st, shall receive a vacation of six (6) weeks and vacation pay at the rate of twelve percent (12%) of his total earnings.

13.02 Vacation pay shall be calculated on total earnings for the twelve (12) months period ending June 30th in any given year.

13.03 The choice of vacation will be given employees according to seniority. Employees having more than two (2) weeks' vacation may have such vacation continuous if taken previous to May 1st or after October 31st, otherwise, they shall have two (2) weeks during the regular vacation period and balance of vacation before May 1st or after October 31st.

13.04 For the purpose of determining vacation entitlements (number of weeks):

Those employees hired between July 1st and December 31st inclusive in any year, will be deemed to have been hired on July 1st of that year. The official vacation eligibility list shall be posted no later than March 1st and completed by April 15th of each year. Once completed, it becomes official and will not be changed.

13.05 For each week of vacation entitlement vacation pay will be computed on the basis of two percent (2%) of the employee's gross earnings.

- 13.06 Where an employee retires, is laid-off, or terminates his employment with the Company, he shall receive vacation pay at the applicable rate for earnings accrued from the previous June 30th.
- 13.07 If an employee is unable to take his vacation due to illness or accident which occurred prior to his leaving on vacation, he will have the right to reschedule his vacation at a later date.
- 13.08 Vacation will be paid for as taken. Employees who request payment of vacation prior to July 1st will be paid that portion of their vacation pay within two weeks of the request.
- 13.09 Employees will be required to take vacation in full weeks according to the following schedule:
- a. Employees with two (2) weeks' vacation must take one (1) full week vacation.
 - b. Employees with three (3) or more weeks' vacation must take at least two (2) full weeks' vacation.

Requests to take vacation in single days or half-days must be provided to the Employer with at least a minimum of forty-eight (48) hours' notice and will only be granted if production requirements permit. The employee will be informed within twenty-four (24) hours of the request if the request is granted or denied.

For employees working in the DC only, where the Employer is unable to grant single or half-day vacation requests within twenty-four (24) hours, the employee may request that his vacation request be marked as tentative. A DC employee may submit up to a maximum of five (5) tentative single or half-day vacation requests at any time.

ARTICLE 14 - PAID HOLIDAYS

- 14.01 A work week in which a Paid Holiday as listed in Article 14.02 is observed shall be reduced by one (1) day for each Paid Holiday observed that week.

For employees working on twelve (12) hour shift, statutory holidays will be paid on the basis of twelve (12) hours (including twelve (12) hours when holidays fall on a scheduled day off).

14.02 The following shall be observed as Paid Holidays:

<i>New Year's Day</i>	<i>Victoria Day</i>
<i>Labour Day</i>	<i>Christmas Day</i>
<i>Good Friday</i>	<i>Day after New Year's</i>
<i>Dominion Day</i>	<i>Thanksgiving Day</i>
<i>Civic Holiday</i>	<i>Day before Christmas</i>
<i>Boxing Day</i>	<i>Day before New Year</i>

14.03

- a. If an employee is required to work on the day(s) the Company designated for the observance, of any of the listed Paid Holiday(s) in Article 14.02, he shall be paid at the rate of the time and one-half, his regular hourly rate, in addition to the payment for the holiday(s) in question.
- b. In order for any employee to be eligible to receive payment for the Paid Holiday:
 - (1) an employee must have completed his probationary period.
 - (2) an employee must have been available to work his scheduled shift preceding and succeeding the holiday unless off work owing to a verified illness for no more than ten (10) days preceding or succeeding the Paid Holiday.

ARTICLE 15 - LEAVE OF ABSENCE

15.01

- a. In the event an employee or a member of the employee's family is ill or injured and such illness or injury necessitates time off for the employee, a leave of absence may be granted, subject to permission of the Company. The leave of absence, if granted, shall be without loss of seniority and shall not exceed six (6) months unless agreed by the Company. This provision shall only apply to employees with more than one (1) year seniority.
- b. Where definite proof is given of extreme necessity, this leave of absence may be extended.

15.02 The Company will not grant an employee's request for leave of absence for the purpose of accepting employment with another company or for the purpose of becoming self-employed.

15.03

- a. Employees shall be granted a leave of absence without pay and without any of the other benefits provided in this Agreement and without loss of seniority for a period of up to two (2) years, when authorized to serve any full-time capacity on official Union business.
- b. Where it is necessary for an employee to be absent from work on Union business, the Company agrees to release such an employee for the time necessary at the request of the Union at no expense to the Company, provided the Union has given the Company two (2) weeks' notice in writing specifying the length of the leave of absence.
- c. When leave of absence is granted under 15.03 b) the Company shall continue to pay the employee his regular wages and shall bill the Union on a monthly basis.

15.04 An employee who is on a leave of absence shall continue to accumulate and maintain seniority according to the terms of this Agreement.

15.05 During an approved leave of absence, the Employer will continue group life insurance, hospital and medical insurance and dental insurance coverage for the first twelve (12) months of an approved leave of absence for an employee who is eligible to participate in the benefit Plan, provided the employee provides written notice to the Employer. The Employer will continue to pay its share of the Plan premiums for the first twelve (12) months of an approved leave of absence. During a leave granted under 15.03 a), the Company shall bill the Union for the Employer's share of the premiums on a monthly basis. For clarity, an employee on an approved leave of absence shall not be entitled to participate in the short term and long-term disability plans.

Where an approved leave of absence continues in excess of twelve (12) months, an employee who is eligible to participate in the benefit Plan may continue to do so where the employee provides written notice to the Employer and pays the full cost of the benefit Plan premiums.

The employee shall provide the Employer with monthly post-dated cheques for the entire period prior to the commencement of the leave wherever possible, for the amount required to pay for his benefit premium contributions. In the event the employee does not pay his portion of the premium costs or the entire premium costs as the case may be, the coverage will be discontinued for non-payment of the premium.

ARTICLE 16 - BEREAVEMENT LEAVE

16.01

- a. In the event of a death in the immediate family of an employee covered by this Agreement, the Company agrees to grant the necessary time off without loss of pay if absence is justified up to:
 - five (5) working days for current spouse, father, mother or children;
 - three (3) working days for sister or brother;
 - two (2) working days for father-in-law, mother-in-law, employee's grandparents;
 - one (1) working day for brother-in-law, sister-in-law, spouse grandparent.
- b. The above days shall be consecutive and immediately following the date of the death of the individual. The employee may choose to retain one (1) of the above days to attend the funeral in the event that the funeral does not fall within the periods above. The employee may also choose to retain one (1) of the above days to attend the interment in the event that the date of the funeral and interment differ.
- c. Bereavement days for employees working on twelve (12) hour shift will be paid on the basis of twelve (12) hour per day.

- 16.02 In the event of the death in the immediate family of an employee covered by this Agreement while the employee is on vacation, the employee will be allowed to reschedule an equivalent amount of vacation time to his bereavement leave.

ARTICLE 17 - JURY DUTY

For the purpose of this Article, a "court" means a Court of Record, and does not include an arbitrator, a board of arbitration, the Ontario Labour Relations Board or any administrative tribunal.

- 17.01 The Company shall grant a leave of absence without loss of seniority to an employee who has been subpoenaed to be a witness in any court proceeding where the matter involves the Company or is called for jury service. The Company shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for travel, meals, or other expense. The employee will present a proof of service and the amount of pay received to the Company.

ARTICLE 18 - UNIFORMS

18.01

- a. The Company will pay each full-time employee one hundred and thirty-five dollars (\$135.00) before May of each year toward the purchase of safety shoes or boots.
- b. Outside employees will be allowed an additional pair of winterized safety boots per year. The Company will pay each full-time employee one hundred and thirty-five dollars (\$135.00) before May of each year toward the purchase of this second pair of safety boots.
- c. The Company will provide those employees who are entitled to the winter bonus with one (1) pair of winter rubbers, at no cost to the employee.
- d. The Company will provide the van drivers with a uniform allowance of two hundred and fifty dollars (\$250.00) each year.

18.02 The Company shall provide, at no cost to the employee, one (1) apron for the Finger Joint Machine tailor. There shall be one (1) apron per machine and the apron shall be left with the machine.

18.03 Prescription safety glasses will also be provided to a maximum of one hundred and fifty dollars (\$150.00) every twenty-four (24) months for standard prescriptions and two hundred and fifty dollars (\$250.00) for prescription requiring bi-focal, multi-focal or progressive lenses. The Company will replace safety glasses broken by accident at work however the employee will be responsible to replace lost glasses or glasses broken away from work or due to the employee's negligence.

ARTICLE 19 - HEALTH and SAFETY

19.01 With the exception of a transport driver broken down on the highway, no passengers will be allowed to ride in Company vehicles unless they are a passenger performing a part of their job, without prior written authorization from the Company.

19.02 a) The Company and the Union desire and agree to maintain high standards of safety and health, and cooperate in the continuing objective of eliminating safety and health hazards in order to prevent industrial injury and illness and as such will go by the Health and safety Act.

b) The Joint Health and Safety Committee will be comprised of an equal number of representatives from the Company and the Union to a maximum of four representatives from each party. Each party shall name a co-chair.

c) The Joint Health and Safety Committee shall hold meetings on a monthly basis, except as agreed otherwise by the co-chairs. Minutes of such meetings

shall be taken and copies forwarded to the employees and the Union, the entire workplace shall be inspected by at least two members of the Committee on a monthly basis.

ARTICLE 20 - HEALTH AND WELFARE

- 20.01 Following the employee's 480 hour probationary period, it is mandatory that the employee participates in the Company's insurance plan.

The Company agrees to pay for the life, hospital and major medical portion of the insurance and the employee will pay for the salary replacement portion of this insurance.

- 20.02 The Company will pay one hundred percent (100%) of the billed premiums for group life insurance. The services shall be subject to the provisions of the Master Policy and the terms of insurance contract between the Carrier and the Company.

- 20.03 The Company will pay one hundred percent (100%) of the billed premiums for hospital and medical insurance. Prescription drug coverage shall be reimbursed at ninety percent (90%); the maximum amount of co-payment that an employee will pay per prescription will be \$25.00, (as of April 1st 2015) all other Extended Health Benefits shall be reimbursed at one hundred percent (100%).

Effective April 1st, 2015, the following changes will be made to the extended health care plan: Massage, increase per visit maximum from \$50 to \$75; Speech therapist, increase per visit maximum from \$10 to \$25; vision, increase from \$225 to \$275.

The services shall be subject to the provisions of the Master Policy and the terms of the insurance contract between the Carrier and the Company.

- 20.04 The Company shall pay one hundred percent (100%) of the billed premiums for a Dental Plan which shall include major restorative benefits at fifty percent (50%) co-insurance and basic preventative at one hundred percent (100%).

The services shall be subject to the provisions of the Master Policy and the terms of the insurance contract between the Carrier and the Company.

- 20.05 Employees shall pay one hundred percent (100%) of the billed premiums for the short term disability salary replacement coverage.

The services shall be subject to the provisions of the Master Policy and the terms of the insurance contract between the Carrier and the Company

Upon request, the Employer shall provide to the Local Union President within a reasonable period of time, a copy of the Short Term Disability statement from the insurance carrier indicating the total amount of benefits paid to date to employees on leave.

- 20.06 The Company shall pay one hundred percent (100%) of the billed premiums for long term disability salary replacement coverage.
- 20.07 The Company shall provide to each employee a copy of the benefit booklet from those benefits provided under this Article. The Company reserves the right to change plans and /or Carrier at its discretion and will notify the Union of it intends to change.
- 20.08 Any dispute as to an employee's entitlement to benefits provided under this contract is between the employee and the carrier, and the Company shall have no obligation.
- 20.09 The Company shall deposit into each employee's personal RRSP one hundred and seventy-five dollars (\$175.00) per month.
- 20.10 An employee who retires after reaching the age of fifty-five (55) but before reaching the age of sixty-five (65) will continue to be covered by the Company's insurance plan set out in Article 20.01 and the Dental Plan set out in Article 20.04 until the age of sixty-five (65), provided that the employee has worked for the Company for fifteen (15) or more consecutive years.

ARTICLE 21 - BONUS

21.01

- a. Employees who actually work each of the regular work days scheduled for them in a work week will receive a fifty dollar (\$50.00) weekly bonus unless disqualified;
- b. Employees will be disqualified for the bonus if they are late more than once in a week or if they are late more than thirty (30) minutes once in the week. Employees will also be disqualified if they are suspended with just cause during the week;
- c. employees who would not qualify for a weekly bonus because they have taken one (1) or more of the ten (10) emergency leave days to which they are entitled pursuant to the *Employment Standard Act* will be paid a pro-rata portion of the weekly bonus equal to the percentage of regular hours worked in the week;

Employees who have missed one or more days during the week due to a work accident, for which they are indemnify by WSIB, will also have the weekly bonus prorated for the days in that week that they work.

- d. Employees who are laid off for a full week will not receive the bonus for that week. Employees who are laid off for part of a week shall receive a prorated bonus.
- e. Employees on approved leaves of absence with pay or for Union business will be paid the weekly bonus.

ARTICLE 22 - WAGES

Attached hereto and forming part of this Collective Agreement is Appendix A which outlines the classifications and rates of pay.

- 22.01 Students will normally be employed for no more than twenty-four (24) hours per week. Exceptions will be made for those students on summer holidays, and may be made by mutual consent of the parties for sabbaticals, or for Co-Op students. For the purpose of this Article, a student is defined as a person, who is attending, registered at or who will be attending a formal learning institution within eight (8) months of their commencing work. Such Employees will not be part of the bargaining unit.
- 22.02
 - a. Afternoon shift employees will receive a fifty (\$0.50) cent per hour shift premium
 - b. Night shift employees will receive a sixty (\$0.60) cent per hour shift premium.

- c. Day shift employees working on 12 hour shifts will receive a (\$0.25) cent per hour shift premium.
 - d. Night shift employees working on 12 hour shifts will receive a (\$0.72) cent per hour shift premium.
 - e. the week end shift employees working on a 12 hour shift will receive a (\$1.10 on ratification; \$1.20 December 10, 2015, \$1.30 December 10, 2016) dollar per hour shift premium.
- 22.03 a. Outside (station) and plant (yard) employees shall be paid a winter bonus of two hundred and fifty dollars (\$250.00).
- b. This bonus will be prorated on the time worked from October 1st of one year to April 1st of the following year. For employees whose duties require them to work outside from time to time, the Company agrees to pay them fifty percent (50%) of the winter bonus. The Company and the Union agree to establish a list of employees who would qualify for this benefit.
- 22.04 Where an employee has been promoted to the position of Maintenance, Moulder/Grinder operator, Band Saw Filer or Rip Saw Operator and such promotion exceeds twenty-five cents per hour (\$0.25/hr) of an increase, the employee will receive the full salary upon successful training and the trainer signing off on the employee's ability to do the job. In no case will the granting of the full rate be withheld for more than one (1) year.
- 22.05 Where there is a substantial change to the nature of a position, the Company shall determine a new rate of pay and shall advise the Union of the new rate. If the Union disagrees with the rate established by the Company, the Union may request a meeting with the Company to endeavour to negotiate a mutually satisfactory rate of pay. Where the Union and the Company are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates of other classifications in the Bargaining Unit having regards to the duties and responsibilities involved.
- 22.06 The Company shall pay salaries and wages by direct deposits every second (2nd) Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement.
- 22.07 The starting salary rate for all new employees shall be two dollars per hour (\$2.00/hr) less than the rate of the Collective Agreement with fifty cents per hour (\$0.50/hr) increase every three (3) months worked in order to advance to the full salary rate after one (1) year worked. Red Seal trade positions shall be excluded.

ARTICLE 23 - GENERAL

- 23.01 For all exits off the premises the employee shall scan out.
- 23.02 Each employee subject to the present Agreement must receive, at the expense of the Company, the necessary training on the operation of any new equipment he will have to run or to operate.
- 23.03 The Employer agrees that the introduction of any technological change, which will affect the terms and condition or security of employment of bargaining unit employees, will be discussed at a Labour-Management meeting as per Article 7.10 prior to the introduction of such change.
- 23.04 It shall be the duty of employees to notify the Company's Director of Human Resources or his designate in writing within forty-eight (48) hours if any change in their address and telephone number(s). If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

As well, an employee must notify the Company's Director of Human Resources or his designate in writing within forty-eight (48) hours if any changes, addition, deletion, and/or modification of dependents, including spouses. If an employee fails to do this, neither the Company nor the Insurance Carrier will be responsible for any rejection of insurance claims for their dependents.

- 23.05 The Company may request a doctor's note as proof of disabling accident or sickness in excess of three (3) days or in excess of five (5) one day absences in the past twelve (12) months not supported by proper documentation.

Any medical examinations requested by the Company shall be promptly complied with by the employee(s), provided, however that the Company shall pay for such examination. The Company shall pay for any lost time up to three (3) hours pay at the employee's regular rate of pay.

The Company and the Union shall agree on a medical examiner or physician. On request, the employee will be supplied with a copy of the examination report.

When the Company requires that a doctor's report be prepared, except for notes required because of an employee's absence for more than three (3) consecutive working days, the Company will pay for such costs. In the case of work related injuries reports and supplemental Short term disabilities reports, the Company will pay for the costs of such medical reports. The employee is responsible to defray the cost of the initial medical reports for the Income Replacement programs.

- 23.06 The parties have agreed to meet during the life of the Agreement to discuss possible changes in the hours of work for specific departments (such as working a six (6) day or seven (7) day twelve (12) hour per day shift schedule).

Where the parties decide to make changes in the shift hours and schedules within a department/plant or shift, those changes will be decided on by employees within the department/plant or shift affected.

- 23.07 The Company may, at its option, and on sixty (60) days' notice, implement a six (6) days/week; three to twelve (3 -12) hour shifts/week/forty (40) hours pay in the DC. If implemented, the Company will provide sixty (60) days' notice of returning to the current five to eight (5-8) hour days shift schedule.

ARTICLE 24 - EXPIRATION AND RENEWAL

- 24.01 This Agreement is in full force and effect from December 10th, 2017, until expiry on December 9th, 2020 and thereafter from year to year until terminated or amended by either party as hereinafter provided.
- 24.02 Within ninety (90) days prior to the expiration of and subsequent anniversary date, either party may notify the other party, in writing, by registered mail of his desire to negotiate amendments and an itemized statement of the desired changes shall be submitted at the time of giving notice. Negotiations must commence not later than thirty (30) days after the notice of such changes has been received or another date mutually agreeable. During negotiations the terms of this contract will remain in full force and effect.

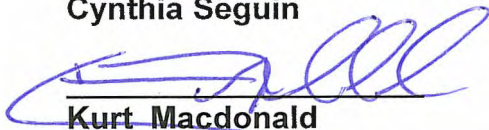
IN WITNESS THEREOF, the parties hereto mentioned have executed this Agreement the day and year indicated below.

Signed this 11 day of April, 2018

FOR THE COMPANY

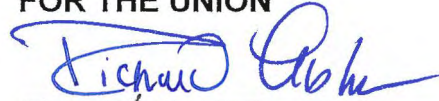


Cynthia Seguin



Kurt Macdonald

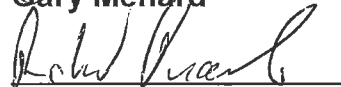
FOR THE UNION



Richard Leblanc



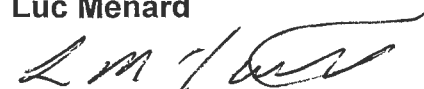
Gary Menard



Richard Proulx



Luc Menard



Leslie McCarthy



Rene Troost

SCHEDULE A

	Expired rate	Dec. 10, 2017 1.50%	Adjustment	On Ratification	Dec. 10, 2018 1.50%	Dec. 10, 2019 1.50%
"A" Classifications						
Licensed maintenance	27.86	28.28			28.70	29.13
Unlicensed maintenance	27.31	27.72			28.14	28.56
Moulder operator tech	25.17	25.55			25.93	26.32
Saw filer	25.10	25.48			25.86	26.25
Primer/sander trainer	24.33	24.69			25.06	25.44
Moulder/grinder operator	23.78	24.14			24.50	24.87
Slitter/laminator operator	23.23	23.58			23.93	24.29
Floater	23.23	23.58			23.93	24.29
Sander/primer operator	23.23	23.58			23.93	24.29
Rip saw operator	23.23	23.58			23.93	24.29
Added value operator	23.00	23.35			23.70	24.06
Shipper	22.39	22.73			23.07	23.42
"B" Classifications						
Truck driver A- delivery	22.19	22.52			22.86	23.20
Finger joint operator	22.07	22.40			22.74	23.08
Band saw operator	22.07	22.40			22.74	23.08
Truck driver A- internal	22.07	22.40			22.74	23.08
Gang rip operator	22.07	22.40			22.74	23.08
DC Receiver	22.06	22.39			22.73	23.07
MFG Receiver	22.06	22.39			22.73	23.07
Lift truck operator- DC	21.85	22.18			22.51	22.85
DC employee	21.85	22.18			22.51	22.85
DC employee RWW	21.85	22.18			22.51	22.85
DC employee shunter	21.85	22.18			22.51	22.85
Lift truck operator- MFG	21.85	22.18			22.51	22.85
Coordinator MFG	21.69	22.02			22.35	22.69
Planer operator	21.49	21.81			22.14	22.47
Edge glue operator	21.49	21.81			22.14	22.47
"C" Classifications						
General Help MFG	20.84	21.15			21.47	21.79
General Help MFG/Lumber Stacker	20.84	21.15			21.47	21.79
Finger joint Feeder/Receiver	20.65	20.96	0.19	21.15	21.47	21.79
Chop saw/Re-rip operator	20.65	20.96			21.27	21.59

MEMORANDUM OF UNDERSTANDING #1

Between

MOULURE ALEXANDRIA MOULDING INC.
Hereinafter referred to as “the Company”

and

UNITED STEELWORKERS
Hereinafter referred to as the “the Union”

WHEREAS the Company has implemented a new thirty-six (36) hour “week end” shift in June 2010; and

WHEREAS the parties have amended the previous agreement to reflect the bargaining settlement dated July 7, 2012;

Now therefore the parties agree to the following terms:

1. Employees working on the “week end” shift will be working on twelve (12) hour shift from 6:00 a.m. to 6:00 p.m. on Saturday, Sunday and one (1) fixed twelve (12) hour shift on a week day to be determined by seniority amongst the week end shift employees.
2. All employees working on the “week end” shift will be paid thirty-six (36) hours for thirty-six (36) hours worked.
3. Employees on the week end shift will be paid at one and one-half (1 ½) for hours in excess of thirty-six (36) hours.
4. A week vacation is considered to be thirty-six (36) hours (ie: an employee entitled to two (2) weeks’ vacation will have six (6) days’ vacation). For vacation purposes a full week is thirty-six (36) hours.
5. Statutory holidays will be paid on the basis of twelve (12) hours. Employees scheduled to work on the statutory holiday will be off that day. The statutory holiday falling on a scheduled day off will be taken the week following the statutory holiday (ie: employees working on Tuesday when the statutory holiday is observed on the preceding Monday will be taking their statutory holiday Tuesday of the next week).
6. On Easter weekend, employees on weekend shift will work Good Friday 7:30 AM to 7:30 PM and have Easter Sunday off.
7. Paid breaks will be as follow: one (1) break of thirty (30) minutes, one (1) of twenty (20) minutes and one (1) of fifteen (15) minutes each shift.

8. Bereavement days will be paid on the basis of twelve (12) hours per day and be pro-rated.
9. A shift premium of one dollar (\$1.10) per hour will be paid as of March 12, 2015; \$1.20 as of December 10 2015; \$1.30 as of December 10 2016.
10. The attendance bonus will be paid at the rate of fifty dollars (\$50.00) per week for the regular three (3) day schedule (sixteen dollars and sixty-six cents (\$16.66)/day).
11. The week end shift employee will be utilized at the Company's discretion on their week day shift (ie: may be working at any plant).
12. The Company reserves the right to implement a night week end shift.
13. Employees will be able to take their vacation entitlement in four (4) hour blocks, at the beginning or at the end of their regularly scheduled shift.

MEMORANDUM OF UNDERSTANDING #2

Between

MOULURE ALEXANDRIA MOULDING INC.
Hereinafter referred to as “the Company”

and

UNITED STEELWORKERS
Hereinafter referred to as the “the Union”

WHEREAS the Company and the Union concluded collective bargaining on July 7th, 2012 to renew the Collective Agreement that expired on December 9th, 2011; and

WHEREAS the parties have agreed on several issues during collective bargaining that are not printed in the body of this Collective Agreement;

Now therefore the parties agree to the following terms;

1. Truck Drivers

When the employees who currently hold the truck driver delivery positions vacate said positions, the positions will not be re-posted as bargaining unit jobs. The current holders of the truck driver delivery positions will be grandfathered.

2. Unlicensed Maintenance employees

Mr. Gerald Blanchette shall be classified as “Unlicensed Maintenance” employees, effective on the date of ratification of this Collective Agreement. Accordingly, this employee shall be paid as “Unlicensed Maintenance” pursuant to the terms of the Collective Agreement. The parties further agree that in the event of a lay-off, such employee will be treated in accordance with his seniority and shall not be able to be displaced by junior employees in the Maintenance Department, regardless of whether or not the junior employees hold a maintenance or Red Seal certification.

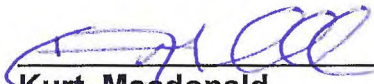
SIGNING PAGE FOR MEMORANDUMS #1 and #2:

Signed this 11 day of April, 2018.

On behalf of the Company

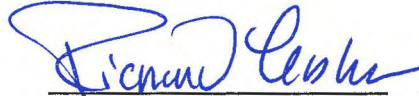


Cynthia Seguin

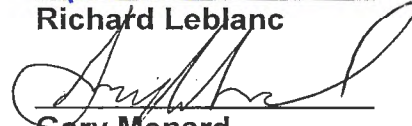


Kurt Macdonald

On behalf of the Union



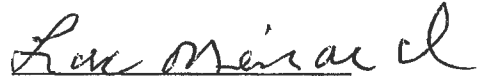
Richard Leblanc



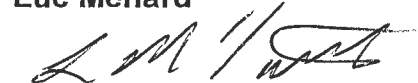
Gary Menard



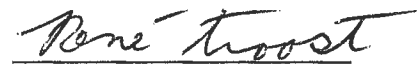
Richard Proulx



Luc Menard



Leslie McCarthy



Rene Troost

LETTER OF AGREEMENT

Between
MOULURE ALEXANDRIA MOULDING INC.
Hereinafter referred to as “The Company”
And
UNITED STEELWORKERS
Hereinafter referred to as “the Union”

WHEREAS the Company and the Union have concluded collective bargaining on March 10th, 2018; and

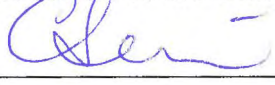
WHEREAS the parties have agreed that a letter of agreement would be developed concerning packages for early retirement;

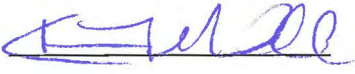
The parties agreed to the following terms:

1. The Employer will provide four (4) early retirement packages during the life of this renewal collective agreement.
2. The four (4) early retirement packages will be offered in order of seniority to eligible employees who voluntarily apply.
3. To be eligible, an employee, at the time of application, must be:
 - a. At least 60 years of age; and
 - b. Have a minimum of fifteen (15) years of continuous service with the Company;
4. An employee who voluntarily elects to retire in accordance with this Letter of Agreement and who meets the eligibility requirements shall be offered a retirement allowance of six (6) months of regular salary calculated at the employee’s regular rate of pay.
5. The window to apply for the four (4) early retirement packages will be from November 1st to November 30th, 2018. Should the four (4) early retirement packages not be provided to eligible employees during this time frame, additional windows will be open at the same time in 2019, and, if required, in 2020.
6. The Employer reserves the right to offer additional early retirement packages, on the same basis as set out under this Letter of Agreement, during the life of this renewal collective agreement at its sole discretion.
7. This Letter of Understanding expires on December 9, 2020.

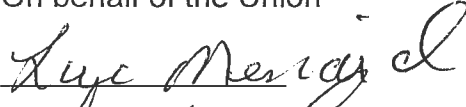
Signed in Alexandria this 11 day of April, 2018.

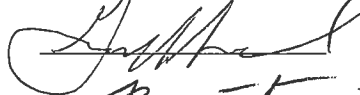
On behalf of the Company

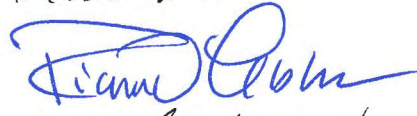





On behalf of the Union





Rene Troost
Robert Harte




LETTER OF AGREEMENT

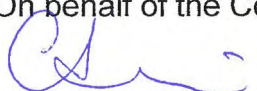
Between
MOULURE ALEXANDRIA MOULDING INC.
Hereinafter referred to as "The Company"
And
UNITED STEELWORKERS
Hereinafter referred to as "the Union"

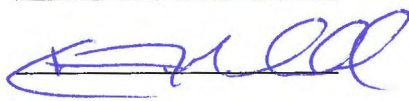
Truck Drivers shall be entitled to a one-time payment of up to a maximum of four (4) hours at their regular straight time rate of pay in order to take the written/road tests associated with obtaining their Class AZ license. Truck Drivers will only be entitled to payment under this Letter of Agreement:

- i. where the AZ license test is taken on a day that the Truck Driver is scheduled to work; and
- ii. where the Truck Driver provides the Company with proof that he successfully passed the AZ license test.

Signed in Alexandria this 11 day of April, 2018.

On behalf of the Company





On behalf of the Union

