

# **COLLECTIVE AGREEMENT**

**between**

**HENRY COMPANY CANADA, INC.  
Petrolia, Ontario**

**(hereinafter referred to as the “Company”)**

**and**

**COMMUNICATIONS, ENERGY  
& PAPERWORKERS UNION  
Local 914  
(Henry Unit)  
Sarnia, Ontario**

**(hereinafter referred to as the “Union”)**

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## **ARTICLE 1**

### **PURPOSE**

- 1.01 It is the general intent of the parties hereto to set forth in this Agreement the rates of pay, wages, hours of work, classifications and conditions of employment to be observed by the parties, and to provide orderly disposition of grievances and to provide orderly collective bargaining relations.

## **ARTICLE 2**

### **RECOGNITION**

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees in the Town of Petrolia, save and except team leaders, persons above the rank of team leader, research and development technologists and office, clerical and sales staff.
- 2.02 The Union and the Company agree that this Collective Agreement constitutes the entire agreement between the parties and that effective as of the commencement of the Term of this Collective Agreement any and all previous agreements, programs, plans, etc. whenever made and whether or not reduced to writing, are hereby immediately cancelled and that, effective upon the signing of this Collective Agreement, the Company's obligations respecting conditions of employment, working conditions and employee wages and benefits are limited exclusively to those specifically stated in this Collective Agreement.

## **ARTICLE 3**

### **BARGAINING UNIT WORK**

- 3.01 Non bargaining unit employees will not do any production work on any job normally performed by an employee for the purpose of displacing a production bargaining unit employee, save and except:
- (a) work which is short-term such as instruction, training, and/or relief of employees;
  - (b) in experimental or development work, troubleshooting, monitoring or retrofitting of equipment, tools, products or processes; and
  - (c) in situations which call for immediate action to maintain quality standards, maintain production, efficiency and yields, safeguard health and welfare, or prevent damage to equipment, product or machines, or in an operational emergency when no trained employee is immediately available.
- 3.02 The maintenance team leader will continue, in accordance with past practice, to perform bargaining unit work, albeit will only be allowed to perform production bargaining unit work in accordance with Article 3.01.

## **ARTICLE 4**

### **UNION SECURITY**

- 4.01 Employees covered by this Agreement are required to acquire and maintain membership in the Union on the completion of their probationary period as a condition of continued employment.
- 4.02 During the lifetime of this Agreement, the Company agrees to deduct monthly dues, such amount as may be uniformly assessed by the Union Constitution and By-laws as regular monthly Union dues, deducted on a pro-rated basis from each pay period of the month for all employees covered by this Agreement. The monies deducted in accordance with this Article together with a list of employees, shall be forwarded to the local Union Financial Secretary not later than fifteen (15) days following the last day of the month in which deductions were made.
- 4.03 The Union shall indemnify and hold the Company harmless against any and all claims, complaints, liabilities, demands, actions or causes of actions arising out of, or in any way connected with the operation of Article 4.
- 4.04 The Company shall show the yearly Union monthly dues deductions on the employee's T-4 slip.

## ARTICLE 5

### UNION REPRESENTATION

- 5.01 Six (6) Union Stewards shall be appointed by the Union. The Union Stewards shall be designated as follows: Chief Steward, Deputy Chief Steward, Recording Secretary, and three Shift Stewards.
- 5.02 The Company will recognize as Union Stewards employees who have acquired at least six (6) months of seniority under this Agreement. The Union shall notify the Company in writing of the names of such Union Stewards at the time of their appointment and the Company shall not be required to recognize any Union Stewards until it has been so notified.
- 5.03 It is understood that Union Stewards will have to do the work assigned to them by the Company, and if it is necessary that they investigate a grievance during working hours, they will not leave their work before obtaining the permission of the team leader or operations manager as the case may be, in charge. When returning to their regular work, they will report themselves to the team leader or operations manager as the case may be, and if they are requested to do so, will give an explanation as to their absence and its length. If these conditions are met, the Company agrees that they will not lose pay in such circumstances.
- 5.04 The Local Union President and/or a Representative of the National Union shall be permitted, if permission is first obtained from the Plant Manager or his designate, to enter the premises of the Company at reasonable times (the Company will not unreasonably withhold such permission), and provided same does not interfere with the operations of the Company, for the purpose of conferring with a Union Steward(s) or a bargaining unit employee(s) in attending to matters set out in this Agreement. The Local Union President and/or a Representative of the National Union will provide as much advance notice as possible of a request to enter the premises of the Company with such notice being given to the Plant Manager or his designate.
- 5.05 The Union will not, nor will any employee, engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company during the employees' working hours except by agreement by the Company, or where expressly authorized by the Collective Agreement.

- 5.06 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by a Negotiating Committee consisting of any three (3) Union Stewards, one of whom shall be the Chief Steward. The Union shall also be entitled to have present at the bargaining table the President of Local 914 and/or a representative of the National Union. The Company will recognize as members of the Negotiating Committee employees who have acquired at least six (6) months of seniority under this Agreement. The Union shall notify the Company in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Company shall not be required to recognize any Committee member until it has been so notified.
- 5.07 Labour management meetings consisting of up to three union stewards, one of whom shall be the Chief Steward, and three management representatives, shall, upon the request of either party, be convened not more than once every two months, for the purpose of discussing matters of mutual concern. Said meetings will be scheduled at a mutually agreeable time and will not be used as a substitute for the grievance procedure contained in this Agreement.
- 5.08 All grievance and labour management committee meetings will be held during working hours unless otherwise agreed to by the parties.
- 5.09 The Company will compensate up to a maximum of three (3) Negotiating Committee Employees at their straight time hourly wage for time lost from their regularly scheduled work day for time spent in the negotiation of the Collective Agreement up to and including the first meeting with a Conciliation Officer.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

- 6.01 It is recognized that the management of the Company, the control of its properties, and the maintenance of order on its premises are solely the responsibility of the Management, and it is hereby agreed that nothing in this Agreement shall limit the Company in exercise of its functions of management.
- 6.02 The management of the Company retains all rights solely vested in the Company except as restricted by law or regulation or specifically limited by this Agreement.
- 6.03 The Company may, from time-to-time, formulate reasonable rules to govern working conditions in the plant and reasonable regulations of conduct for all employees. The preceding is not intended to deprive any employee or Union of the rights and privileges, which the employee has pursuant to any clause of the Collective Bargaining Agreement.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- 7.01 The purpose of this Article is to establish a procedure for the settlement of grievances, the Company and Union agreeing that it is of utmost importance to adjust complaints and grievances as quickly as possible.
- 7.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his complaint with his team leader or operations manager as the case may be. Where the employee believes he requires the presence of a union steward, he may be so accompanied, provided the union steward has received permission from his team leader or operations manager, as the case may be, to accompany the employee. Such a complaint shall be brought to the attention of the team leader or operations manager as the case may be, within three working days of the incident giving rise to the complaint. The team leader or operations manager as the case may be, shall state his decision verbally within three working days of receiving the complaint.

#### Step 1

Should the employee be dissatisfied with the team leader's or operations manager's, as the case may be, disposition of the complaint, he may, with the assistance of his Union Steward, refer such matter on a written grievance form supplied by the Union to the operations manager or his designee, who shall answer the grievance in writing within five working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within five working days of receipt of the reply of the team leader or operations manager as the case may be, to the complaint. The grievance shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged, contain a statement of the facts relied upon, indicate the general relief sought and be signed by the employee.

#### Step 2

If no settlement is reached at Step 1, the grievor, the Union Steward and representatives of management shall meet within five working days or a time mutually agreed upon, to discuss the grievance. If the grievance is not settled within said five working days, it may be referred to Step 3 as hereinafter provided.

### Step 3

If no settlement is reached at Step 2, the grievor, the Union Steward and representatives of management shall meet within five working days, or a time mutually agreed upon, to discuss the grievance. The President of the Local or a Representative of the National Union may be in attendance at this meeting. If the grievance is not settled within ten working days, it may be referred to arbitration as hereinafter provided.

- 7.03 The Union or the Company may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 8 by either the Union in the case of a Union grievance or the Company in the case of a Company grievance. The Union may not institute a grievance directly affecting an employee or employees which, such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.
- 7.04 Time limits specified in the Grievance or Arbitration Procedures may be extended by mutual agreement, in writing, between the Company and the Union.

## **ARTICLE 8**

### **ARBITRATION**

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within ten (10) working days of the reply under Step 3 of the Grievance Procedure.
- 8.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator.
- 8.03 The grieving party's notice as referenced in Article 8.01 above shall also contain a list of five arbitrators for consideration. If none of the five is chosen, then the other party shall, within one week of the date of the first list, submit a list of five different names for consideration. If none is selected, either party may ask the Minister of Labour to make an appointment.
- 8.04 If either party feels that the time taken for a chosen arbitrator to hear the case is too long, the parties may by mutual agreement choose another arbitrator or ask the Minister to make an appointment.
- 8.05 Each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.
- 8.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 8.07 "Working Days" as referenced in Articles 7 and 8 shall be deemed to exclude Saturdays, Sundays, and Statutory Holidays.

## **ARTICLE 9**

### **DISCHARGE & SUSPENSION CASES AND GENERAL NOTICE OF DISCIPLINE**

- 9.01 When a meeting is scheduled to issue discipline to an employee who has successfully completed his probationary period, a Union Steward will be present if one is available and on shift. If a Union Steward is not immediately available or on shift, the employee may select any other member of the bargaining unit of their choice. The Company will advise the employee of this right.
- 9.02 An employee who has successfully completed his probationary period who is discharged or suspended for more than three working days may file a grievance at Step 3 of the Grievance Procedure within three working days after such discharge or suspension. An employee suspended for three working days or less shall take up his grievance at Step 1.
- 9.03 Where an employee who has successfully completed his probationary period is to be discharged and is on site or called in by the Company to be advised of the Company's decision to discharge the individual, he shall be accompanied by a Union Steward to the disciplinary meeting.
- 9.04 A copy of any written discipline, notice of suspension or dismissal will be provided to the Chief Steward.
- 9.05 Notice of disciplinary action, which may have been placed on the personnel file of an employee, shall be purged after twelve (12) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been taken during the twelve (12) month period.

## ARTICLE 10

### NO STRIKES – NO LOCKOUTS

- 10.01 In view of the order procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike or stoppage of work, either complete or partial. In turn, the Company agrees that there will be no lockout of employees.
- 10.02 The definition of strike and lockout for the purposes of Article 10.01 shall be in accordance with the *Labour Relations Act*, 1995, as amended from time to time.

## ARTICLE 11

### NO DISCRIMINATION

- 11.01 The Company, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or handicap as these terms are defined by the Ontario *Human Rights Code*, as amended from time to time.
- 11.02 The parties agree that there will be no intimidation, discrimination or coercion exercised or practised by either of them or their representatives or members because of the employee's membership or non-membership in the Union. The terms and obligations contained in the Article shall be interpreted in accordance with the provision of the *Ontario Labour Relations Act*, 1995, as amended from time to time.

## **ARTICLE 12**

### **BULLETIN BOARDS**

12.01 The Company will supply the Union with one (1) bulletin board. The Union shall have the right to post notices subject to prior notice to and approval of the Plant Manager and approval of the Chief Steward or his designate. The Company will provide the Union with a glass enclosed, lockable bulletin board for its use.

## ARTICLE 13

### LEAVES OF ABSENCE

#### **Bereavement Leave**

- 13.01 (a) In the event of the death of a member of an employee's immediate family, the employee will be granted leave of absence with pay for a maximum period of three (3) working days to attend the funeral. Normally such a period will be from the date of death to the day of the funeral inclusive. However, the period may include one day or two days immediately following the day of the funeral for travelling or otherwise if the employee has a reason which is satisfactory to the Company. "Immediate family" means father, mother, step-father, step-mother, husband, wife, common-law spouse, child, step-child, sister, brother, parent-in-law, grand-parents, son or daughter-in-law, sister or brother-in-law and grand-children.
- (b) The Company shall have the right to request and receive proof of death relating to any such absence.

#### **Jury Duty/Crown Witness**

- 13.02 (a) An employee who is selected for service as a juror or summoned as a Crown witness will be compensated for loss of pay from his regularly scheduled shift due to such jury or Crown witness service. Such compensation will be based on his regular hourly rate less the fee received for his services as a juror or Crown witness. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the plant to complete his remaining normally scheduled work day.
- (b) In order for an employee to qualify for payment under this section, he must:
- (i) inform his supervisor of his selection or subpoena and provide the Company with a copy of the Summons to Witness or Jury Duty;
  - (ii) if released from service as a juror or Crown witness and six hours or more remain in the employee's regularly scheduled hours, he must return to the plant to complete his remaining normally scheduled work day;
  - (iii) provide a written statement to the Company indicating the date of his service as a juror or Crown witness and the time so spent and the fee received for such service; and

- (iv) have successfully completed his probationary period.

### **Union Leave**

13.03 The Chief Steward or his designee will have permission to be absent from work for union business to be conducted outside of the plant which will require his attendance, provided the Chief Steward or his designee, as the case may be, has provided a written request for such leave to the Company at least seven (7) calendar days prior to the date(s) in question. This leave of absence will be restricted to one hundred and twenty (120) working hours per contract year. During said union leave, the Chief Steward or his designee, as the case may be, will continue to accrue seniority and participate in the Company's benefit program.

### **Personal Leave of Absence**

13.04 The Company may, in its discretion, grant a personal leave of absence without pay and without loss of seniority to an employee for good and sufficient personal reason and subject to the requirements of the Company's business, on the following basis:

- (a) greater than one (1) year of continuous service with the Company – three (3) weeks; and
- (b) greater than five (5) years of continuous service with the Company – four (4) weeks.

A personal leave of absence shall be requested by the employee in writing as far in advance as possible, with a minimum of four (4) weeks advance notice being required, with the request setting out the length of leave of absence requested and the purpose of the leave.

13.05 Any personal leave of absence granted by the Company shall be confirmed in writing and shall set out the length of leave of absence granted, the purpose of the leave and terms, if any, on which is granted. Vacation, up to a maximum of two (2) weeks, must be taken prior to the leave of absence.

### **Pregnancy And Parental Leave Of Absence**

13.06 Pregnancy and parental leave will be in accordance with the *Employment Standards Act, 2000* of Ontario.

## ARTICLE 14

### HEALTH & SAFETY

- 14.01 The Company, the Union and the employees agree to cooperate in the prevention of accidents and the promotion of safety and health of the employees during the hours of their employment.
- 14.02 The parties agree that it is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures, and to wear proper apparel and personal protective equipment, as required or as provided to the employee by the Company.
- 14.03 If an employee is injured at work, the Company agrees to arrange and pay for transporting the employee to and from the hospital, if necessary. If the employee is unable to return to work the day of the injury, the Company will pay the employee for any scheduled hours lost for that day.
- 14.04 The Company, the Union and employees agree to comply with the provisions of the *Occupational Health and Safety Act of Ontario*, as amended from time to time, which includes the establishment of a health and safety committee.
- 14.05 The Company will continue its present practice of providing one (1) pair of CSA approved safety boots (to a maximum of \$135) selected by the employee each twelve (12) month period. This allowance may be carried over one (1) twelve (12) month period provided such carry-over is approved by the Company in writing. Safety boots may be replaced within the twelve (12) month period upon Company approval in writing.
- 14.06 Employees will be entitled to continue to participate in the Company's present prescription safety glass program or, in the alternative, upon presentation of a receipt confirming the purchase of prescription safety glasses, the Company will reimburse an employee who has successfully completed his probationary period, up to \$125.00 towards the purchase of prescription safety glasses, once in every twelve (12) month period, or, where required thereafter due to workplace damage, with prior company approval.
- 14.07 The Company will provide employees with a winter workwear coat on an as-required or as-requested basis. In the alternative, and upon the providing of a receipt to the Company, employees will be reimbursed for the purchase of coveralls up to a maximum of \$75, provided the employee is in the job classification of warehouse, line feeder, mixer or maintenance. Employees will be expected to only wear the coat/coveralls when attending to Company business. Coats/coveralls will be replaced by the

Company on an as-needed basis, with employees being responsible to reimburse the Company for any lost coat/coverall up to a maximum of \$75.00.

The Company agrees to continue its current practice of providing 5 changes of clothing (coveralls or shirt & pants) and cleaning service (excluding temporary/agency employees and students).

- 14.08 As and where an employee is required by the Company to travel to a location other than the plant for safety training, the employee will receive 35¢ per kilometer, as well as, as and where the training is for a period of four (4) hours or more, a \$10.00 meal allowance.

## ARTICLE 15

### SENIORITY

- 15.01 Seniority shall mean length of continuous service with the Company in any capacity within the bargaining unit and shall be deemed to accumulate and be applied on a bargaining unit wide basis, save and except as otherwise provided hereinafter.
- 15.02 (a) All employees shall serve a probationary period of ninety (90) days actually worked. This provision is not to be interpreted as a guarantee that the probationary employee shall be entitled to the said ninety (90) days of actual work.
- (b) The decision whether to retain or not the employee's services shall be the right of the Company, and any termination occurring during the probationary period shall be deemed to be just cause for termination or release. Furthermore, probationary employees are not entitled to claim the rights and benefits arising out of seniority. Upon completion of the probationary period the employee shall be placed on the Seniority List and credited with all service credits earned as of the last date of hire.
- 15.03 The Company shall maintain a seniority list (containing the employee/s name, date of hire and department/classification starting date) and provide a current version to the Union and Chief Union Steward and shall post a copy on a bulletin board, so designated within thirty (30) days of ratification of this Agreement and, every six (6) months thereafter . Upon the posting of the seniority list, employees shall have thirty (30) days in which to file complaints against their seniority standing and if no complaints are filed or if filed, complaints are satisfied, it is deemed that the seniority list as posted or corrected is final.
- 15.04 An employee who accepts a transfer or promotion out of the bargaining unit shall retain any seniority acquired to the date of such appointment, but will not continue to accrue seniority. However, such seniority shall be lost if the employee does not return to the bargaining unit within three (3) months from the date of such appointment.
- 15.05 A break in the seniority shall be deemed to have occurred and employment shall be terminated if an employee:
- (a) quits, resigns or retires;
- (b) is discharged and is not reinstated by agreement of the parties or the grievance and arbitration process;

- (c) fails to report for duty after a layoff, or leave of absence, in accordance with the provisions of this Agreement;
- (d) is absent from work without permission for three (3) consecutive scheduled work days, without notifying the Company prior to such absence unless the employee has a valid and verifiable reason acceptable to the Company, acting reasonably, for not having reported to work and not having contacted the Company;
- (e) has been absent due to lay-off for a period longer than twenty-four (24) months. In the case of employees with less than twenty-four (24) months of seniority, the length of said seniority at the time of lay-off will be the maximum length of absence due to lay-off;
- (f) is absent from work due to illness or injury for a period of time extending beyond thirty-six (36) consecutive months, subject to the provisions of the Human Rights Code and Workplace Safety Insurance Act, as amended from time to time.

#### Job Transfer

15.06 It will be necessary from time to time to temporarily transfer employees to other job classifications, shifts or crews within the plant. The Company may make temporary job assignments for up to ninety (90) working days without posting the job.

15.07 If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the job from which the employee has been transferred, the employee shall receive his regular rate of pay during such temporary transfer. If the rate of pay for the job to which the employee is temporarily transferred is greater than the employee's regular rate of pay, for the job from which the employee has been transferred, the employee shall receive the higher rate of pay.

#### Reduction in Force

15.08 In the event it is necessary to reduce the number of employees in the plant and that reduction is expected to last more than five (5) working days, the following procedure will be followed:

- (a) Probationary Employees/Students will be laid off first.
- (b) Thereafter, General Labour Employees will be laid off on the basis of plant-wide seniority.

- (c) Thereafter, in accordance with past practice, employees shall be laid off in the inverse order of plant-wide seniority provided that remaining employees have the skill and ability to perform the normal required work. With respect to the employees so remaining, the Company shall have the unilateral right to transfer said employees not so laid off to other job classifications for up to 90 working days.
- (d) After the 90 working day period as referenced above, employees who have been transferred by the Company to another job classification, in accordance with Article 15(c) above, may use their plant-wide seniority to bump other employees, provided they have the necessary skill and ability to perform the normal required work, said bumping entitlement and rights being as follows:
  - 1. Bump the least senior employee in the same job classification; or
  - 2. Bump the least senior employee in another job classification provided the employee previously held the job classification and/or has the necessary skill and ability to perform the normal required work.

Where statutorily required, notice of permanent layoff will be provided to employees in accordance with the Employment Standards Act, 2000, as amended from time to time.

Employees displaced from their current job classification and who are transferred to perform other job classification duties by the Company, as set out above in 15.08(c), will have their rate of pay maintained for the period of 90 working days, thereafter they will receive the rate of pay for the job classification into which they have successfully bumped, in accordance with Article 15.08(d).

#### Recall

15.09 Employees who have successfully completed their probationary period will be recalled from layoff in reverse order of plant-wide seniority, provided they have the skill and ability to perform the normal required work, with an employee being afforded up to an eight (8) hour familiarization period to demonstrate the skill and ability to perform the normal required work available.

## **ARTICLE 16**

### **JOB VACANCIES**

16.01 In the event that a permanent vacancy or a permanent newly created position comes open within the bargaining unit, notice of such vacancy or newly created position shall be posted for ninety-six (96) hours on bulletin board or boards provided on the premises for such purposes. All such notices shall include the position classification, job content overview, qualifications (where reasonably required), the shift, and the date such notice was posted. Only employees who have successfully completed their probationary period may apply for such job vacancies within the time limit specified above.

Those employees wishing to apply for such vacancy or newly created position shall do so by placing their name on the posting where designated. A copy of the signed posting shall be given to the Chief Union Steward.

16.02 In selecting the successful applicant from amongst the applicants the Employer shall consider the skill, and ability of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. If the vacancy or permanent newly created position is not filled as a result of the posting, or if no suitable applicants are received, the Employer reserves the right to hire.

16.03 An employee who is selected shall have a familiarization period of a reasonable length of time for the type of position, as determined by the Employer acting reasonably. The selected employee will be given normal instruction at the commencement of the familiarization period and be fairly and reasonably assessed by the Employer during the familiarization period. If the employee does not successfully complete the familiarization period, or elects to decline the job within the said familiarization period, he will revert to his prior position held.

16.04 Once an employee has been confirmed as the successful applicant pursuant to Article 16.03, the successful applicant shall not be entitled to bid on any other vacancy until the successful applicant has worked at least six (6) full months in the position.

16.05 The Company shall have the right to fill any job classification on a temporary basis without regard to Articles 16.01 to .04, where the vacancy is due to temporary transfer, vacation or leave of absence, as well as any vacancy created during the period of time while the vacancy is being filled under Article 16.01

- 16.06 Any job classification which is vacant because of an employee's short-term disability, long-term disability or statutorily authorized leave, and which is expected by the Company to last less than ninety (90) calendar days, shall not be deemed to be a vacancy for purposes of Article 16.01 to .04. Thereafter, a job vacancy (noting the vacancy to be a temporary vacancy) shall be posted in accordance with this Article, with an additional notation being made to the information on the job posting referencing the fact that the job vacancy is temporary.
- 16.07 An employee who has successfully posted into another job classification shall be paid for the job classification into which he has successfully posted at the entry level rate of pay for the job classification posted into as set out in Attachment 1.

## ARTICLE 17

### HOURS OF WORK AND OVERTIME

17.01 It is understood and agreed that this Article is intended to provide the basis of a work week and shall not constitute a guarantee of hours of work per day, shift, or week, or as a guarantee of work schedules. The Company reserves the right to arrange and rearrange the hours of work of all employees to ensure maximum utilization of personnel and overall efficiency of the Company's operations.

Subject to the provisions of the Agreement, should it be necessary for the Company to change the present hours of work, the Company will provide affected employees and the Union with as much advance notice as is reasonably possible.

The Company may grant an employee an extension in reporting to work subsequent to a change in his present hours of work, provided the employee has good and sufficient personal circumstances in support of such a request. Said extension in reporting to work will not be unreasonably requested by an employee or unreasonably withheld by the Company.

17.02 (a) **Re: Employer Scheduled Eight (8) Hour Shifts**

- (i) For employees scheduled to work an eight (8) hour day, the current basic straight time work schedule shall be five (5) days, forty (40) hour work week (certain of which shifts may or may not be of a rotating nature);
- (ii) The present hours of work for those departments on rotating shifts are as follows:

Midnight Shift – 11:00 p.m. to 7:00 a.m.  
Day Shift – 7:00 a.m. to 3:00 p.m.  
Afternoon Shift – 3:00 p.m. to 11:00 p.m.

The present hours of work for those departments not on rotating shifts are as follows:

Day Shift	- 7:00 a.m. to 3:00 p.m.
	- 8:00 a.m. to 4:00 p.m.
	- 9:00 a.m. to 5:00 p.m.
Afternoon Shift	- 3:00 p.m. to 11:00 p.m.
Midnight Shift	- 11:00 p.m. to 7:00 a.m.

- (iii) The work week shall commence at 11:00 p.m. Sunday and end at 11:00 p.m. the following Sunday.
- (iv) There shall be two fifteen (15) minute paid breaks together with a thirty (30) minute paid lunch. The supervisor in each department will set a schedule for relieving employees for breaks and lunch period. Employees may not leave their job until properly relieved.
- (v) Employees shall be paid one and one half (1-½) times their regular hourly rate for work performed in excess of forty (40) hours in a work week. Employees shall be paid two (2) times (2x) their regular hourly wage for worked performed in excess of forty-eight (48) hours in a workweek.
- (vi) There shall be no duplicating or pyramiding of hours for overtime or any other purposes.
- (vii) Scheduled Overtime - weekends or during the work week
  - 1) As per current practice, a signup sheet shall be posted by the Company with the Company providing as much advance notice as is reasonably possible of the available overtime.
  - 2) As per current practice, overtime opportunities will be assigned based on departmental seniority and thereafter plant-wide seniority provided the employee has the skill and ability to perform the normally required work available.

#### Unscheduled Overtime – Call-In

As per current practice, where unscheduled overtime is required due to a call-in, the following procedures shall apply:

- 1) Overtime opportunities, which arise during the 1<sup>st</sup> half (4 hrs) of the shift, will be offered to employees from the previous shift, provided they are still on the Company property, based on departmental seniority and thereafter on plant-wide seniority, provided the employee has the skill and ability to perform the normally required work available.

- 2) Where overtime opportunities arise during the 2<sup>nd</sup> half (4 hrs) of the shift, on which overtime is required, the overtime shall be offered to employees from the following shift based on departmental seniority and thereafter plant-wide seniority, provided the employee has the skill and ability to perform the normally required work available. In this instance, said employees will be telephoned at their most recently on-file contact number. If the Company is not able to contact the employee for whatever reason, the next individuals to be contacted will be the next employees on the departmental seniority listing, and thereafter plant-wide seniority listing, provided he has the skill and ability to perform the normally required work available. The Company will also maintain a list of employees who do not wish to be called on certain occasions with employees who have indicated such to the Company not being called at any time in the future whatsoever until they confirm in writing with the Company that they wish, in the future to be considered for overtime.

### Unscheduled Overtime – employee leaving early

As per current practice, where unscheduled overtime is required due to an employee leaving early, the following procedures shall apply:

- 1) If, due to an employee having left his shift in the first half of the shift and the Company deems it necessary to require additional personnel to perform the available work, employees of the following shift, providing they have the skill and ability to perform the normally required work available, will be telephoned at their most recently on-file contact number. Employees will firstly be contacted based on departmental seniority and thereafter on plant-wide seniority. If the Company is not able to contact the employee for whatever reason, the next individuals to be contacted will be the next employees on the departmental seniority listing, and thereafter plant-wide seniority, provided he has the skill and ability to perform the normally required work available. The Company is also to maintain a list of employees who do not wish to be called on certain occasions with employees who have indicated such to the Company not being called at any time in the future whatsoever until they confirm in writing with the Company that they wish, in the future to be considered for overtime.
- (viii) Employees who have been overlooked in the assignment of overtime will be entitled to the next overtime work available, provided they have the skill and ability to perform the normal required work available. Payment for time not worked due to an employee having been overlooked in the assignment of overtime to which he would have been entitled to, will not be the subject matter of a grievance or arbitration.
- (ix) In no circumstance whatsoever may an employee leave their respective work positions until properly relieved.
- (x) Overtime work will be on a voluntary basis. Where an insufficient number of employees volunteer, the Union and its executive, in recognition of the Company's requirements to have overtime worked in order to attend to its customer demands, will demonstrate best efforts to assist the Company in soliciting employee attendance to overtime requirements.

(b) **Re: Employer Scheduled (Twelve) 12 Hour Shifts – 24/7 Shift Schedule**

- (i) The Company reserves the right to introduce a 24/7 twelve (12) hour schedule covering one line crew and associated positions, for example lab and warehouse, albeit excluding maintenance. The anticipated work schedule shall be based on eight-four (84) hours within a fourteen (14) day period. Assignments will be made to the job classification required by the Company based on departmental-wide seniority, and thereafter on plant-wide seniority, of those bidding to work the 24/7 twelve (12) schedule. Where a sufficient number of individuals do not bid or the Company does not have a sufficient number of qualified individuals who have bid to attend to the normal required work, the employees with the skill and ability to perform the normally required work, with the least amount of seniority within the job classification, shall be required to perform the work required to be done by the Company.
- (ii) Additional crews may be added by the Company to a 24/7 twelve (12) hour schedule, subject to the majority of employees voting, supporting, by way of a simple majority, the introduction of additional 24/7 twelve (12) hour schedules. If an additional crew is added, maintenance will then, if directed by management, also be scheduled on a 24/7 schedule.

Shift schedules for a 24/7 continuous operation are anticipated, at the present time, to be as follows:

Shift N-1 and N-2 – Night Shifts - twelve (12) hours **7:00** pm to **7:00** am

Shift B-1 and B-2 – Day Shifts - twelve (12) hours **7:00** am to **7:00** pm

O designates day off

The shifts are, at the present time, contemplated to rotate bi-weekly after the completion of a two (2) week schedule as follows (N-1 to N-2 and N-2 to N-1; B-1 to B-2 and B-2 to B-1):

<u>Week</u>	<u>Su</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>Sa</u>	<u>Hours</u>	<u>Days Worked</u>
1	O	N-1	N-1	O	O	N-1	N-1	48	4
1	N-2	O	O	N-2	N-2	O	O	36	3
1	O	B-1	B-1	O	O	B-1	B-1	48	4
1	B-2	O	O	B-2	B-2	O	O	36	3
2	N-1	O	O	N-1	N-1	O	O	36	3
2	O	N-2	N-2	O	O	N-2	N-2	48	4
2	B-1	O	O	B-1	B-1	O	O	36	3
2	O	B-2	B-2	O	O	B-2	B-2	48	4

(iii) There shall be two (2) fifteen (15) minute breaks together with two (2) thirty (30) minute paid lunches. The supervisor in each department will set a schedule for relieving employees for breaks and lunch period. Employees may not leave their job until properly relieved.

(iv) 1) Employees shall be paid one and one half (1 ½) times their regular hourly rate for work performed in excess of forty (40) hours in the 4 day work week, provided, however, that no employee shall be entitled to overtime pay until he first works forty (40) hours at straight time in that work week.

2) Employees shall be paid one and one half (1 ½) times their regular hourly rate for work performed in excess of thirty-six (36) in the three day work week, provided however, that no employee shall be entitled to overtime pay until he first works thirty six (36) hours in that work week.

3) Employees shall be paid two (2) times (2x) their regular hourly rate for all hours worked in excess of forty eight (48) hours in a workweek.

4) There shall be no duplicating or pyramiding of hours for overtime or any other purposes.

(v) When additional employees are required by the Company during a twelve (12) hour shift schedule due to the absence of a regularly scheduled employee, employees on the off-twelve (12) hour shift will be contacted based on departmental seniority and offered the available work provided the employee has the skill and ability to perform the normally required work.

Overtime payments will be made if applicable.

17.03 (a) Reporting Pay

- (i) Unless notified not to report to work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than three (3) hours of work that is available at their regular straight time hourly rate.
- (ii) The provisions of this Article shall not apply in the event of strikes, power failures, or other conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee (for example where the employee has already left for work) or leave a message not to report to work because the employee has not provided a current telephone number to the Employer.

17.04 (a) Call in Pay

An employee who leaves his place of work and is subsequently called back to return to his workplace, prior to the starting time of his next scheduled shift will be guaranteed a minimum of three (3) hours pay at his regular rate, regardless of the duration of the call back. This clause shall not apply to an employee who is called in early to perform work which continues into his regularly scheduled starting time.

17.05 Due to the requirements for continued operation with high reliability and availability there is a need to ensure that maintenance personnel are available at all times to respond to emergencies at the facility.

If determined necessary by the Company, one (1) employee out of the maintenance job classification will be required to equally provide twenty-four (24) hour standby coverage on the weekend or Holidays. A standby schedule will be developed by the Company, should it be necessary for such a schedule, in the opinion of the Company, to be so developed. The employee scheduled on standby coverage will receive two and one half (2.5) hours of regular pay (standby payment) for each day of coverage for Saturday, Sunday, and Statutory Holidays. In order to receive said standby payment, the employee will be required to carry a cell phone.

If an inspection is required on any of the aforementioned days (Saturday, Sunday and statutory holidays), Article 17.04(a) will apply. Where applicable, the overtime provisions of this Agreement will also apply.

An employee on standby who is called in will be paid for hours worked based on overtime provisions of this Collective Agreement, in addition to the standby payment for the day of the call in.

#### 17.06 Shift Premiums

(a) Shift Premiums re Scheduled Eight (8) Hour Shifts:

Midnight Shift	\$ .90/hour
Afternoon Shift	\$ .70/hour

(b) Weekend Shift Premium - \$1.00/hour for all shifts worked. Employees who receive the weekend shift premium set out herein are not entitled in any manner whatsoever to any other shift premiums, nor will the weekend shift premium attract or be eligible for overtime pay entitlement.

(c) Shift Premiums 24/7 Continuous Operations - "N-1 & N-2" - \$1.00/hour for all shifts worked. Employees who receive the 24/7 continuous operations shift premiums set out herein are not entitled, in any manner whatsoever, to any other shift premiums, nor will the 24/7 continuous operations shift premium attract or be eligible for overtime pay entitlement.

#### 17.07 Lead Hand Premium

A lead hand premium will be paid at the rate of \$1.50/hour for all shifts worked. Employees who receive the lead head premium set out herein are not entitled in any manner whatsoever to any other premium, save shift premium, nor will the lead hand premium attract or be eligible for overtime pay entitlement.

#### 17.08 Banked Overtime Hours

Employees may bank up to forty (40) hours of overtime annually, which they may use as vacation time, provided a vacation slot is available in accordance with Article 19. Unused banked hours will be paid out in the last pay period of December of each calendar year. One (1) time each calendar year an employee may request in writing that his bank of overtime hours be paid out in full, provided the employee has made such a request of the Company at least two (2) weeks prior to the Company's next scheduled pay day.

17.09 Company and Union agree to make application, as and when necessary, to the Ministry of Labour to allow employees to work up to sixty (60) hours in a workweek.

#### 17.10 Overtime Meals

If unplanned overtime occurs and an employee is required to work at least ten (10) consecutive hours and is not notified at least four (4) hours prior to the start of his shift he shall be provide a \$10 meal allowance. This provision does not apply to the 7/24 shift employees.

## ARTICLE 18

### DESIGNATED HOLIDAYS

18.01 The following days will be designated as holidays with employees, who qualify, being eligible for payment and time off for said designated holidays in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

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

Boxing Day

and Two floater paid holidays to be scheduled by the Company between Christmas Day and New Years day.

18.02 For the purpose of time off and payment, the designated holidays will be observed on the traditional calendar date or date decreed by statute, except that when a holiday falls on a Saturday it shall be observed on the preceding Friday and when a holiday falls on a Sunday it shall be observed on the following Monday.

When Canada Day falls on a Tuesday, Wednesday or Thursday it shall be moved to the following Friday.

8 Hour Shift Employees – If an employee would otherwise have been scheduled to work an eight (8) hour shift, he will receive eight (8) hours regular wages. If he is requested to work on a designated holiday, he will receive eight (8) hours regular wages and will be paid double-time for all hours worked on the designated holiday.

Twelve (12) hour Shift Employee - If an employee would otherwise have been scheduled to work an twelve (12) hour shift, he will receive twelve (12) hours regular wages. If he is requested to work on a designated holiday, he will receive twelve (12) hours regular wages and will be paid double-time for all hours worked on the designated holiday.

18.03 When a designated holiday observed by the Collective Agreement falls during an employees vacation, the employee will be allowed to observe the designated holiday, with pay (8 or 12 hours), at another time mutually agreed upon with the Company.

18.04 An employee will be afforded a designated holiday and pay for a designated holiday as provided for above, provided he meets the requirements for a paid holiday in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

## ARTICLE 19

### VACATION WITH PAY

19.01 The vacation year, for purposes of this Agreement, shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

- 19.02 (a) Any employee who has completed less than one (1) year of continuous service during the current vacation year with the Employer shall receive one day vacation for every full month of continuous service (maximum ten (10) working days) and vacation pay in accordance with the provisions of the Employment Standards Act, 2000, as amended from time to time;
- (b) Any employee who has completed one (1) year of continuous service during the current vacation year but less than three (3) years of continuous service during the current vacation year with the Employer shall receive two (2) weeks' vacation (ten (10) working days) with pay equal to four percent (4%) of the amount of the employee's total wages earned, in the current vacation year;
- (c) Any employee who has completed three (3) years of continuous service during the current vacation year but less than ten (10) years of continuous service during the current vacation year with the Employer shall receive three (3) weeks' vacation (fifteen (15) working days) with pay equal to six (6%) percent of the amount of the employee's total wages earned, in the current vacation year;
- (d) Any employee who has completed ten (10) years of continuous service during the current vacation year but less than twenty (20) years of continuous service during the current vacation year with the Employer shall receive four (4) weeks' vacation (twenty (20) working days) with pay equal to eight (8%) percent of the amount of the employee's total wages earned, in the current vacation year;
- (e) Any employee who has completed twenty (20) years of continuous service during the current vacation year but less than twenty-five (25) years of continuous service during the current vacation year with the Employer shall receive five (5) weeks' vacation (twenty-five (25) working days) with pay equal to ten (10%) percent of the amount of the employee's total wages earned, in the current vacation year;
- (f) Any employee who has completed twenty-five (25) years or more continuous service during the current vacation year with the

Employer shall receive six (6) weeks vacation (thirty (30) working days) with pay equal to twelve percent (12%) of the amount of the employee's total wages earned, in the current vacation year.

19.03 As vacation pay is afforded to an employee, in certain instances, prior to the employee having earned same, vacation pay, when paid out to an employee during the current vacation year, shall be calculated, for percentage purposes, on an employee's projected base regular hourly wage to be earned, with any balance of vacation pay owing to an employee to be paid to the employee the last pay period of January of the following year.

19.04 Total wages earned does not include the previous years vacation pay and is to be comprised of an employee's regular wages, overtime pay and shift premium earnings.

19.05 Vacations will be scheduled by the Company as follows:

- (a) Vacation shall be chosen in each department with the senior employee picking first.  
(Departments – Production / Maintenance / Lab / Warehouse )
- (b) Vacations will be scheduled by employees by November 30<sup>th</sup> of the preceding calendar year.
- (c) Employees shall be allowed to take their annual vacation during the vacation year subject to the following:
  - (i) A Production or Warehouse employee cannot take more than two weeks of vacation between May 1<sup>st</sup> and October 31<sup>st</sup>.
  - (ii) For Maintenance, Lab and Warehouse, no more than one person out of each department may be off on vacation at any one given point in time.
  - (iii) For Production and Warehouse, no more than three (3) employees in either department may cumulatively be off at the same time (effective January 1, 2007 - four (4) employees).
  - (iv) No more than two (2) Line Operators, two (2) Winder Operators, two (2) Slitter Operators, one (1) Mixer Operator or one (1) Line Feeder may be off on vacation at any one given point in time.

- (v) A Maintenance employee cannot take vacation between November 1<sup>st</sup> and January 31<sup>st</sup>.
- (d) An employee may receive vacation pay in lieu of time off for any and all weeks in excess of three (3) weeks of vacation.
- (e) Employees must take vacation in increments equivalent to a full work week.
- (f) Employees, where they have received written permission from management, will be entitled, subject to the first paragraph of this sub-article, to change their vacation times, as long as it does not exceed the total number of employees off at any given time, as described in 19.05(c ) above.

19.06 Vacation once earned, must be taken during the current vacation year (January 1<sup>st</sup> – December 31<sup>st</sup>) and cannot be carried forward to the next vacation year.

## ARTICLE 20

### JOB CLASSIFICATIONS AND WAGE RATES

- 20.01 The job classifications and the respective wage rates covered by this Agreement are as set forth in “**ATTACHMENT 1**”.
- 20.02 From time to time, the Company may change an existing job classification or create a new job classification. If appropriate, the Company will set a new wage rate for that job classification after discussion with the Union. If the Union disagrees with the new rate it may grieve the issue at the Third Step of the Grievance Procedure and onward to Arbitration if desired.

## ARTICLE 21

### HEALTH & WELFARE BENEFITS

- 21.01 The Company agrees to continue the health and welfare plans in force at the time of the signing of this Agreement and, where applicable, as more particularly set out in Article 21.02. The benefits available to employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union shall be notified whenever there is a change to the carrier of any benefit coverage. It is understood that the Company may at any time substitute another carrier for any of the benefit plans set out in Article 21.02 provided the benefits conferred thereby are, in aggregate, relatively comparable.
- 21.02 The Health and Welfare plans referred to in Section 21.01 are as follows:
- (a) Major Medical;
  - (b) Dental;
  - (c) Group Life Insurance;
  - (d) AD & D;
  - (e) Short-Term Disability; and
  - (f) Long-Term Disability.
- 21.03 The Company agrees to pay the cost of premiums for the major medical, dental, group life insurance, AD & D and short-term disability benefit insurance plans for employees (save General Labour employees) upon their having satisfactorily completed their probationary period. General Labour employees, upon successful completion of one (1) full year of continuous service, will be entitled to participate in the Company's major medical program.
- 21.04 The Company agrees to deduct from employees (save General Labour employees), the total cost of premiums as determined by the insurance carrier from time to time, for long term disability insurance.
- 21.05 The Company agrees to continue its present practice with respect to offering employees (save General Labour employees) an opportunity to participate in the Company's group registered retirement savings plan program. Effective January 1, 2007, the Company contribution and eligible employee match will increase from 2.7% to 3%.
- 21.06 The current contributions by the Company toward the premium costs of the health and welfare plans and registered retirement savings plan as referenced herein will cease, save where statutorily required to be continued, at the time of an employee's layoff. Where an employee has been off work on disability or illness the current contribution by the company towards the premium cost of the health and welfare plans will continue for thirty-six (36) months from the first day of disability or illness.

## **ARTICLE 22**

### **TEMPORARY EMPLOYMENT**

22.01 The parties agree and recognize the wide fluctuation of volume and delivery times and schedules of the Company's product and the effect on the personnel requirements to meet such delivery and production schedules and responsibilities. Accordingly, the parties agree that notwithstanding Article 2.01 of the Collective Agreement, the Company shall have the right to engage temporary or agency employees who will not be covered by the Collective Agreement. If a temporary or agency employee is engaged for longer than 90 days worked in a twelve month period, the Company will thereafter recognize that individual as having completed his probationary period and achieved a seniority level of 90 days worked and as such be classified as General Labour and awarded the after probationary period rate.

## **ARTICLE 23**

### **DURATION**

23.01 This Agreement shall commence upon the date of ratification of the Collective Agreement and end on the 31<sup>st</sup> day of December, 2008 and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

## SCHEDULE A - JOB CLASSIFICATION AND WAGE RATES

Department	Job Classification	Progression	Hourly	Date of Ratification	1/1/2007	1/1/2008
Production	Operator Class 3	6 full months of service in the job classification of Operator Class 3	18.15	18.69	19.26	19.83
		entry level	17.75	18.28	18.83	19.40
Production	Operator Class 2	6 full months of service in the job classification of Operator Class 2	17.50	18.03	18.57	19.12
		entry level	17.25	17.77	18.30	18.85
Production	Operator Class 1	6 full months of service in the job classification of Operator Class 1	17.05	17.56	18.09	18.63
		entry level	16.85	17.36	17.88	18.41
Production	Winder	2.5 full years of service in the job classification of Winder	16.85	17.36	17.88	18.41
		1.5 full years of service in the job classification of Winder	15.88	16.36	16.85	17.35
		6 full months of service in the job classification of Winder	15.07	15.52	15.99	16.47
		entry level	13.85	14.27	14.69	15.13
Production	Slitter	1.5 full years of service in the job classification of Slitter	15.88	16.36	16.85	17.35
		6 full months of service in the job classification of Slitter	15.07	15.52	15.99	16.47
		entry level	13.85	14.27	14.69	15.13
Production	Line Feeder	1.5 full years of service in the job classification of Line Feeder	15.88	16.36	16.85	17.35
		6 full months of service in the job classification of Line Feeder	15.07	15.52	15.99	16.47
		entry level	13.85	14.27	14.69	15.13
Production	Mixer	1.5 full years of service in the job classification of Mixer	17.20	17.72	18.25	18.79
		6 full months of service in the job classification of Mixer	16.23	16.72	17.22	17.73
		entry level	15.69	16.16	16.65	17.14
Production	General Labour	After probationary period	12.95	13.34	13.74	14.15
		new hire	11.95	11.95	12.00	12.00
Production	Student		10.00	10.00	10.00	10.00
Warehouse	Warehouse	1 full year of service in the job classification of Warehouse	16.60	17.10	17.61	18.14
		entry level	15.52	15.99	16.47	16.96
Lab	Lab Technician	1.5 full years of service in the job classification of Lab Technician	17.90	18.44	18.99	19.56
		6 full months of service in the job classification of Lab Technician	16.78	17.28	17.80	18.34
		entry level	15.69	16.16	16.65	17.14
Lab	R&D Assistant	1.5 full years of service in the job classification of R&D Assistant	17.90	18.44	18.99	19.56
		6 full months of service in the job classification of R&D Assistant	16.78	17.28	17.80	18.34
		entry level	15.69	16.16	16.65	17.14
Maintenance	Maintenance	2.5 full years of service in the job classification of Maintenance	22.39	23.06	23.75	24.47
		1.5 full years of service in the job classification of Maintenance	21.00	21.63	22.28	22.95
		6 full months of service in the job classification of Maintenance	20.00	20.60	21.22	21.85
		entry level	19.50	20.09	20.69	21.31

## **ATTACHMENT 1**

### **Attachment 1- Note-1**

Attachment 1 herein is intended to have application and be applied in the following circumstances:

- (a) New hires employed by the Company subsequent to the date of ratification of the Collective Agreement;
- (b) Where an employee is the successful applicant to a job posting in accordance with Article or 16 or otherwise moves job classification positions due to having exercised his bumping privilege as provided for in Article 15;
- (c) Where an employee is temporarily transferred from one job classification position to another in accordance with Article 16.07.

### **Attachment 1- Note-2**

The Company has supplied the Union with a detailed listing (entitled Wage Table, Effective Date of Ratification) of employees and the wage rates to which they are entitled to (as long as they remain in their current job classification position) during the Duration of the Collective Agreement; said listing forming part of this Collective Agreement and which has been initialed by the parties hereto for identification.

### **Attachment 1 - Note 3**

Attachment 1 reflects an increase to the present wage rate schedule as follows: effective date ratification –3%, January 1, 2007 – 3% and January 1, 2008 – 3%.

### **Attachment 1 - Note 4**

Employees in the employ or on temporary layoff of the Company as of date of ratification, will receive a retro-active payment (where applicable) for all hours worked from January 9, 2006 to the date prior to the date of ratification.

Employees in the active employ of the Company as of date of ratification will receive a one time ratification payment of \$225.00 less required statutory deductions.

**Attachment 1 – Note 5**

Red Circled Employees (those whose wage rate is currently above the wage rate schedule as set out in Attachment 1 for their current job classification), will receive a one time lump sum payment (where applicable), said payment to be effective as of date of ratification, January 1, 2007 (based on calendar year 2006 straight time and overtime earnings) and January 1, 2008 (based on calendar year 2007 straight time and overtime earnings), equivalent to the percentage increase referenced in Attachment 1 Note 3, until such time as their wage rate matches the wage rate as set out in Attachment 1.

**Attachment 1 – Note 6**

The Company agrees to continue a Gain Sharing Program for the duration of the Collective Agreement.

## LETTER OF UNDERSTANDING

### **Re: Current General Labour Employees and Benefit Entitlement**

At present there are eight (8) employees in the General Labourer classification. These individuals as and should they be recalled from temporary layoff will at that time be entitled to participate in the Company's Major Medical Program. Said individuals will be eligible to enroll in the company's Dental Program as of January 1<sup>st</sup>, 2008.