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EFF.	9701	28
TERM.	0201	97
No. OF EMPLOYEES	100	
NOMBRE D'EMPLOYÉS	97	

COLLECTIVE AGREEMENT,

between

FARLEY WINDOWS INC.

(hereinafter referred to as the "COMPANY")

AND

TEAMSTERS LOCAL UNION 91

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(hereinafter referred to as the "UNION")

EFFECTIVE FROM: * January 28, 1997
 TO: January 27, 2002

FEB 26 1997

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ARTICLE 1 PURPOSE

- 1.01 The parties hereto agree that it is desirable to establish working conditions within a profitable and successful business and to provide a method for the prompt settlement of alleged violations of this Agreement through a grievance procedure and to this end have agreed to the provisions set forth herein.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes Teamsters Local 91 as the exclusive collective bargaining agent for all employees of Farley Windows Inc. in Alexandria, save and except foremen, persons above the rank of foreman, office, clerical and sales staff.
- 2.02 It is understood that given the nature of the Company's business, **people outside the bargaining unit** may only perform work normally performed by bargaining-unit employees for the purpose of instruction, experimentation or sample production provided that **people outside the bargaining-unit** shall not perform bargaining unit work where the employees are qualified and able to do the work and where the performance of bargaining unit work by **people outside the bargaining unit** directly or indirectly causes a loss of earning or results in a lay-off, for any bargaining unit employee, **or while bargaining unit employees are on lay-off and have refused a temporary recall.**
- The Company will require those employees on lay-off to sign a form to be subject to a 1 day or more recall.***
- 2.03 It is understood that given the nature of the Company's business, work normally performed by bargaining unit employees may be subcontracted at certain times during the year. The Company agrees that no subcontracting will take place where the employees are qualified and able to do the work and further agrees that in any event, there will be no subcontracting of any bargaining unit work which directly or indirectly causes a loss of regular earnings or results in a lay-off for any bargaining unit employee.
- 2.04 It is expressly agreed that the Company will not hire part-time employees so as to replace regular, full-time employees, or to prevent the hiring of full-time employees. Utilization of part-time employees will be administered by mutual agreement.

ARTICLE 3 - UNION SECURITY

- 3.01 The Company agrees that all employees covered by this Agreement (except new employees during their probationary period) shall, as a condition of employment, become and remain members of the Teamsters Union in good standing.

- 3.02 New employees shall make application for membership in the union on cards supplied by the Local Union concerned at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served. The application for membership cards will be forwarded to the Union by the Company with the first dues payment.
- 3.03 The Company agrees to deduct from the first pay of each month the initiation fees (installments of \$25.00), the regular union dues, assessments and arrears of the Local Union's charter, by-laws or constitution, as the case may be, from the pay, due all employee covered by this Agreement and remit the money so deducted to the Local Union on or before the 20th day of the month in which the dues are deducted. The Company will deduct an amount equal to Union dues from the pay of any student, or part-time employee who works in excess of eight (8) hours in a month.
- 3.04 The Company will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.
- 3.05 The Company agrees to include on the employees' T-4 slip, the total amount of union dues paid during the year.
- 3.06 The Company agrees to deduct \$0.50 for an honourable withdrawal card from the last pay due an employee in any given month when he is laid off, discharged, or off on Health and Welfare, or Workmen's Compensation and send it to the Union along with the employee's regular monthly dues.
- 3.07 Notwithstanding the above should an error occur and the \$0.50 is not taken off the employee's last cheque, neither the Company nor the Union accept any responsibility for the error. It is the responsibility of the member himself to check his last cheque and see if the \$0.50 has been deducted and if due to an error it has not been, to personally apply for his own withdrawal card directly to the Union office.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 The Union reserves the right to appoint a reasonable number of stewards who shall be recognized for the purposes of investigating and processing grievances.
- 4.02 Notwithstanding his seniority status, the Steward designated as Chief Steward by the Union will be continued at work as long as work is available which he is willing and able to do.
- 4.03 (a) The Company will recognize a Union bargaining committee for the purpose of negotiating this Agreement and the renewal of this Agreement, provide the employees on the committee have acquired seniority.

- (b) The Company will pay one (1) member of the bargaining committee for any regular hours lost during such negotiations to a maximum of three (3) working days. The employee shall not be paid for any time spent at conciliation or mediation.

4.04 When an employee who is covered by this Agreement is called into a meeting with a management person to investigate the employee's alleged misconduct or to impose discipline upon him, a Steward will be present during the meeting, if the employee so requests, or if no Steward is available, another bargaining unit employee of his choice who is then at work will be present during the meeting.

4.05 It is understood that Stewards have their regular work to perform on behalf of the Company and when it is necessary to service a grievance, they will not leave their work without notifying their supervisor. When resuming their regular work, they will report to the Supervisor, and if requested, give a reasonable explanation as to their absence. With this understanding, the Company will pay for any regular hours lost by the Stewards in handling grievances during working hours.

4.06 A full-time representative of the Union shall be entitled to visit the Company's premises to deal with matters arising out of the administration of this Agreement, provided:

- (a) he notifies the Plant Manager or his designate upon arrival, and
- (b) he does not interfere with the Company's business operations.

5 - RESERVATIONS [IA

5.01 The Union agrees that the Company has the right to manage the enterprise in which the Company is engaged and to deal with all matters concerning the operation of the Company's business including, but without limiting the generality of the foregoing:

- (a) to direct and supervise the working force including the right to hire, promote, demote, classify, release or lay-off employees; and
- (b) to determine the extent, means and manner of reducing or increasing the operation or the working force; and
- (c) to schedule employees; and
- (d) to suspend, discharge or otherwise discipline employees for just and reasonable cause; and
- (e) to make or alter reasonable rules and regulations.

5.02 The Company agrees that these rights shall be exercised subject to the terms of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Company and the Union are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is agreed that no employee may file a formal grievance until he has first gone to his immediate supervisor on his own, or at his request, in the presence of a Steward to his immediate supervisor in an attempt to adjust his complaint.
- 6.02 No grievance shall be considered which has not been filed within ten (10) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.
- 6.03 Grievances shall be adjusted and settled as follows:

STEP 1

By a conference among the employee, the Steward, and the Shift Supervisor or the Plant Manager, as the case may be, within three (3) days of the filing of the grievance. Such management person shall give his written decision to the Steward within four (4) working days of the above conference. Failing settlement, then:

STEP 2

By a conference among the employee, an official of the Union, the Steward and the General Manager of the Company. The General Manager shall give his decision in writing to the Union official within seven (7) working days or a longer period, if mutually agreed with the Union official. Failing a settlement, the matter may be referred to a board of arbitration within thirty (30) days after the decision in STEP 2 by the General Manager in accordance with the provisions of Article 7.02.

ARTICLE 7 - ARBITRATION

- 7.01 The parties agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined above and which has not been settled may be referred to a board of arbitration at the request of either party hereto.

- 7.02 (a) The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration within thirty (30) days of the decision of the General Manager at STEP 2 and shall include therein the name and address of its appointee to the arbitration board. Within five (5) working days of receipt of such notice the other party shall respond by indicating the name and address of its' appointee to the arbitration board. The two (2) appointees so selected shall within five (5) working days after receipt of the notice of the appointment of the second of them appoint a third person who shall be the chairperson of the arbitration board. If the recipient fails to name an appointee or if the two (2) appointees fail to agree upon a chairperson within the time limited the appointment may be made by the Minister of Labour (or other appropriate body) upon the request of either party.
- (b) Either party, may request the Minister of Labour to appoint a single arbitrator, who shall have exclusive jurisdiction to hear and determine the grievance.
- 7.03 The decision of the majority of the arbitration board shall be the decision of the board but if there is no majority decision the decision of the Chairperson shall govern. Each party shall pay the remuneration of its' appointee and the losing party shall pay the remuneration an expenses of the Chairperson.
- 7.04 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. An arbitration board shall however in a case where it finds there was not just cause for discharge have jurisdiction to substitute a monetary penalty in lieu of reinstatement where it deems reinstatement to be inappropriate.
- 7.05 Any complaint, difference or dispute or alleged violation of this Agreement arising between the Company and the Union shall be dealt with under STEP 2 provided a written complaint is filed by the grieving Party with the other Party within thirty (30) calender days after the facts connected therewith became known to the aggrieved party.
- 7.06 A claim by a discharged employee who has completed the probationary period that the discharge from employment was unjust may be filed by the discharged employee within seven (7) working days of the discharge, at STEP 2 of the Grievance Procedure. –
- 7.07 (a) No grievance may be submitted concerning the termination of employment of a probationary employee.
- (b) Notwithstanding any other provision of this Agreement, the employment of a probationary employee may be terminated for any reason during his probationary period at the sole discretion of management and no arbitrator or arbitration board shall have jurisdiction to entertain any grievance filed as a result of such termination.
- 7.08 (a) The Company will give notice in writing of the reasons for discharge, suspension or disciplinary demotion to an employee either at the time such action is taken or before the end of the next working day after such action is taken. A copy of such notice shall be given to the appropriate Steward.

- (b) The Company shall take disciplinary action against an employee within ten (10) working days of becoming aware of the facts giving rise to the discipline.

7.09 Any notation of a reprimand or other disciplinary action placed on an employees record shall be removed after an elapsed period of thirty nine (39) weeks in which the employee performed work.

7.10 For the purpose of investigating and processing an employee's grievance, a full time representative of the Union and/or the respective Steward shall be entitled to inspect and make copies of the time cards, trip sheets and similar work records which relate to that grievance.

ARTICLE 8 - STRIKES AND LOCKOUTS

8.01 During the term of this Agreement, the Union agrees that there will be no strike and the Company agrees that there will be no lockout.

8.02 It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

ARTICLE 9 - SENIORITY

9.01 Length of service in the bargaining unit, will be the sole determining factor in ascertaining seniority in accordance with Article 2.01. An employee will be considered on probation until he has completed forty (40) days worked. After an employee has acquired seniority under this clause, his seniority shall date back to the last day of hire.

9.02 (a) The continuous length of service of an employee in the bargaining unit shall be the determining factor in lay-offs, promotions, transfers to other jobs and recalls from lay-offs, provided the employee with the greatest seniority has the ability to perform the work in question. Probationary and part-time employees will be laid off first and will be the last to be recalled from lay-off.

For clarity, an employee who is to be laid off shall have the privilege of exercising his seniority to displace an employee with less seniority who is then classified in any other job in the bargaining unit, provided he has the ability to perform the job of the junior employee.

- (b) (I) If the management reduced the number of employees in a particular **job** classification or on a shift, without any resulting lay-off, the employees in that job classification or on that shift who are affected shall be deemed to be surplus and shall be notified in writing by management accordingly, within twenty-four **(24)** hours of such reduction.

- (ii) An employee who receives notice under this clause shall have the right to displace an employee with less seniority who is then classified in any other job in the bargaining unit, provided he has the ability to perform the job of the junior employee.
- (iii) Any junior employee who is displaced from his job under this clause by a more senior employee shall similarly be entitled to exercise his seniority and so on, if further displacement of employees results.
- (iv) The trial period and the other provisions of Article 13.03 shall apply to any employee who is displaced from his job classification under this clause.
- (v) If a surplus employee refuses to exercise his seniority within five (5) working days of receiving notice under this clause, then notwithstanding any other provision in this Agreement, he shall displace the most junior employee whose job he has the ability to perform.

- 9.03 Seniority will continue to accumulate during absences caused by illness or injury.
- 9.04 A seniority list shall be placed on the bulletin board and will be revised by the Company at least every six (6) months, on/or about January 1st and on/or about July 1st. Such lists shall contain the employees name, his **job** classification and his starting date. The lists forwarded to the Union shall also include the employees address, telephone number and social insurance number.
- 9.05 An employee shall lose all seniority and his employment shall be automatically terminated if he:
- (a) quits;
 - (b) is discharged and such discharge does not reverse through the grievance procedure;
 - (c) is laid off for a period of more than eighteen (18) months;
 - (d) following a recall from lay-off, fails to notify the Company of his intention to return to work within five (5) calendar days of the date of mailing by registered mail to him of notice to return to work and thereafter fails to report to work within seven (7) calendar days of such mailing;
 - (e) overstays a leave of absence without reasonable excuse;
 - (f) if he absents himself for more than three (3) working days without cause acceptable to management;
 - (g) retires or is retired within the provisions of any pension plan, if applicable.

- 9.06 It shall be the duty of employees to notify the Company promptly of any change in their address or telephone number. The Company shall send such notice to the Union office upon receiving it. If any employee shall fail to do this, the Company will not be responsible for failure of a notice to reach such employee.
- 9.07 Full time employees will be given four (4) hours notice prior to any lay-off. The Company guarantees that no lay-offs will ever take effect before regular quitting time on a Friday and will never be for less than one (1) full week or the employee will be paid for all regular hours lost between the lay-off and the following Friday except in the following circumstances:
- (a) where an employee has been recalled to replace an employee who is temporarily off work and the absent employee returns or informs the Company of his intention to return to work;
 - (b) where a full-time employee is recalled on a part-time basis, such employee will be guaranteed a minimum of two (2) shifts of work in one (1) calendar week or pay in lieu of any shorter period of available work.
- 9.08 (a) When an employee is permanently transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority under this Agreement for a period of three (3) months from the date of such transfer or promotion. After such three (3) month period, the employee shall have no accumulated seniority under this Agreement. Should the employee return to his bargaining unit within such three (3) month period, however, and there is then no vacancy which, by reason of his seniority and ability, he is entitled to fill, he may displace the employee with the least seniority in the bargaining unit if he has the ability to do the work of such junior employee. In the event of such displacement, the junior employee will be considered as laid off and the senior employee will be reclassified into the job classification of the junior employee and be paid the rate for such job.
- (b) Where an employee accepts an assignment to a position outside the bargaining unit on a temporary basis, he shall be returned to his former job and shift on completion of such assignment. Before any temporary assignment is made under this clause, the matter will be discussed with the Union and is subject to mutual agreement of the parties.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01 The Company on written application may grant a leave of absence to employees for legitimate personal reasons. An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to the Plant Manager at least thirty (30) days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee's request shall contain:
- his reasons for the proposed absence;

- the commencement date of the proposed leave of absence;
- the length of the proposed absence.

10.02 When an employee having two (2) years service with an employer having contractual relations with the Union is elected or appointed for a term of office with the Union, he shall be granted a leave of absence without pay and without loss of seniority for a period of up to five (5) years from the date of his appointment or election and it shall be subject to review at the end of four (4) years for any possible extension. Such extension shall not be unreasonably denied.

10.03 In order to minimize disruption of vacation schedules, no leave of absence will be consecutive with an employee's annual vacation during the period June 15th to September 15th except in case of personal emergency.

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

- 10.05 (a)
- i) An employee required to be absent from work for the purpose of attending a funeral or memorial service or for the purpose of making funeral arrangements for his current spouse, children and/or step-children, shall be granted a leave of absence of **five (5) working days**.
 - ii) In the case of the employee's mother, father, brother, sister, mother-in-law or father-in-law, three (3) continuous calendar days. **Such time will be computed from the time of death and shall not exceed the date of the funeral.**
 - iii) In the case of the employee's **grand-parents**, brother-in-law, sister-in-law, son-in-law or daughter-in-law, **one (1)** calendar days. **Such time will be computed from the time of death and shall not exceed the date of the funeral.**

Bereavement leave is not vacation time and may only be taken where required. Where any days of required absence fall on a scheduled working day for such employee he shall be paid a bereavement allowance for each day of authorized bereavement leave computed by multiplying his regular straight time hourly rate times eight and one half (8 ½) hours. An employee will provide the Company with reasonable proof of such bereavement if requested.

- (b) An employee will not receive a bereavement allowance when it duplicates pay or any other allowance received for time not worked for any other reason. Time lost thus compensated for will not be counted as hours worked for the purposes of determining overtime pay liability.

10.06 The Company will grant Maternity Leave and Adoption Leave in accordance with the Employment Standards Act of Ontario. The Company will continue to pay its share of the applicable benefits during such period provided the employee prepays his/her share of the cost prior to commencement of leave.

ARTICLE III - VACATIONS

- 11.01 (a) Each employee who has been employed for less than three (3) years will be granted a vacation of two (2) weeks to be taken during the following year.
- (b) Each employee who has been employed for three (3) years or more, but less than ten (10) years, will be granted a vacation of three (3) weeks to be taken during the following year.
- (c) Each employee who has been employed for ten (10) years but less than twenty-five (25), will be granted a vacation of four (4) weeks to be taken during the following year.
- (d) Each employee who has been employed for twenty-five (25) years or more, will be granted a vacation of five (5) weeks to be taken during the following year.
- (e) Vacation pay for full-time employees with less than five (5) years of service will be computed at the rate of two per cent (2%) of his gross earnings for each week of vacation granted. Vacation pay for full time employees with five (5) years of service and more will be computed at the rate of two and one half percent (2 1/2%) of his gross earnings for each week of vacation granted.
- (f) Gross Earnings means the employee's gross earnings in accordance with his T-4 Statement of Remuneration Paid.
- (g) All request for vacations shall be submitted prior to April 1st, in writing to the General Manager and when approved, a copy signed by Management will be returned to the Employee.

Vacation schedules shall be posted by April 1st in each year. There shall be a period of one (1) week after the posting of vacation schedules for any necessary readjustment of the schedule but after this period of one (1) week has elapsed, there shall be no changes in the vacation schedules unless by mutual agreement between the Company and the Union.

- (h) Employees entitled to two (2) weeks vacation shall take the last two (2) full weeks in July each year. Employees entitled to more than two (2) weeks vacation shall be entitled to take the remaining vacation at another time. For those employees with more than two (2) weeks of entitlement, choice of vacation periods shall be based upon seniority provided the company is able to maintain a work force sufficient to do the necessary work, except where an arrangement mutually agreed upon between the Company and the Union is reached.

11.02 In the case of termination, the employee will receive as vacation pay:

- (a) Any accumulated and unused vacation.
- (b) For the current year, the corresponding percentage of earnings from July 1 to the date of termination.

- 11.03 If a Paid Holiday falls within an employee's vacation period, he will be granted another day in lieu thereof. Such day shall be at the employee's choice, provided the employee gives the Company five (5) working days' notice of his choice including the day on which he gives such notice.
- 11.04 In the event an employee is off work and in receipt of Workers' Compensation all such time off work shall, for the purpose of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay up to a maximum of twenty-six (26) weeks in any vacation year provided he has worked in that vacation year.
- 11.05 If an employee is prevented from going on his scheduled vacation in a vacation year because of any of the events in Article 11.04, such vacation shall be rescheduled upon his return to work, provided he returns within that vacation year. In any case, the employee remains entitled to vacation pay in the amount provided by this Agreement.
- 11.06 Vacation pay will be paid either in full at the time of the summer shut down or in equal part to the length of vacation as requested in writing by the employee at least two (2) weeks prior to the vacation.
- 11.07 (a) An employee entitled to Maternity Leave as defined under Article 10.06, who has five or more years of continuous service with the Company at the time of the start of the leave and who worked more than five (5) months in the vacation accumulation year shall receive vacation pay in the following vacation year, based on accumulated vacation credits and an additional payment calculated on the difference between what the employee accumulated and would have accumulated had the employee **been** at work on a full time basis, less any time when she would have been laid off during the Maternity Leave period as follows:
- (b) - an employee with five (5) years of continuous service: 50% of the difference between accumulated vacation credits and what she would have accumulated;
- an employee with six (6) years of continuous service: 60% of the difference between accumulated vacation credits and what she would have accumulated;
- an employee with seven (7) years of continuous service: 70% of the difference between accumulated vacation credits and what she would have accumulated;
- an employee with eight (8) years of continuous service: 80% of the difference between accumulated vacation credits and what she would have accumulated;
- an employee with nine (9) years of continuous service: 90% of the difference between accumulated vacation credits and what she would have accumulated;
- an employee with ten (10) years of continuous service: 100% of the difference between accumulated vacation credits and what she would have accumulated.

(c) The above will apply under the condition that the employee returns immediately upon the expiration of her leave of absence, and will be paid at the time the employee takes her annual vacation.

(d) For the purpose of calculating the amount of vacation earnings an employee would have accumulated during a vacation year, as referred to in 11.07 (b), the formula will be:

The number of hours of a regular work week multiplied by the number of weeks of absence multiplied by the employee's straight time hourly rate, excluding any premiums and/or bonuses, multiplied by the employee's vacation percentage entitlement as defined under Article 11.01 herein. The sum of this calculation will then be subject to the provisions of Article 11.07 (b).

Any period that the employee would have been on lay-off during her leave of absence will be deducted from the above calculation.

(e) Should the employee resign her employment before the end of such leave, she will not be entitled to the additional vacation pay as described in 11.07 (b) above.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 (a) The standard work week shall consist of five (5) consecutive days from Monday to Friday. The standard work day shall consist of eight and one half (8 1/2) hours per day from Monday to Thursday and eight (8) hours on Friday.

(b) Employees reporting for work as scheduled on any day from Monday to Thursday who have not been properly notified not to do so, shall be guaranteed a minimum of eight and one half (8 1/2) hours of work or eight and one half (8 1/2) hours pay in lieu thereof, except in the event of power failure, fire, flood or any act of God.

(c) Employees reporting for work as scheduled on Friday who have not been properly notified not to do so, shall be guaranteed a minimum of eight (8) hours of work or eight (8) hours pay in lieu thereof except in the event of power failure, fire, flood or any act of God,

(d) Starting and quitting times and the arrangement of shifts and any changes thereto, shall be subject to mutual agreement between the Company and the Union. The agreement of the Union will not be unreasonably withheld.

12.02 Attached hereto and forming part of this Agreement is Schedule A outlining Classifications and Rates of Pay. When a new job is established or when existing job duties are sufficiently altered to create a new job the Company will create a new job title and wage rate. If the Union disagrees with the wage rate it may file a grievance and if referred to arbitration, an arbitration board will have jurisdiction to review and establish an appropriate wage rate.

- 12.03 An overtime premium of time and one half (1 1/2) an employee's straight time hourly rate shall be paid for:
- authorized time worked in excess of eight (8) or eight and one half (8 1/2) hours whichever is applicable in a twenty-four (24) hour period; and
 - authorized time worked on a Saturday.
- 12.04 An overtime premium of two (2) times an employee's straight time hourly rate shall be paid for:
- authorized time worked on Sunday; and
 - authorized time worked on a Paid Holiday under Article 11, in addition to the Holiday pay.
- 12.05 Should an employee be notified after he has left the plant property and after completion of his regular shift that he is called back to perform work he shall receive a minimum of four (4) hours pay based on one and a half (1 1/2) times his hourly base rate.
- 12.06 An employee who is temporarily transferred to another job:
- (a) will receive his own rate or the other job rate, whichever is the highest, and
 - (b) has the right, when his temporary transfer has ended, to exercise his seniority to displace a less senior employee on the same shift who is on temporary transfer to a higher rated job, provided he has the ability to do that job.
- 12.07 (a) All overtime shall be on a voluntary basis.
- (b) When an employee accepts an overtime assignment, he is required to work the period he has accepted unless excused by management.
 - (c) When an employee is asked to work overtime, he will be informed of the period of time his services will be required, and he will be paid at the applicable overtime rate for not less than that period.
 - (d) Overtime shall be offered by seniority to employees who are qualified to do the work to be done.
- 12.08 For the purposes of calculating the pay of an employee who works overtime and the pay of an employee who is late reporting for work, the hour shall be deemed to be divided into four (4) units of fifteen (15) minutes each and the following shall apply:
- no overtime shall be paid where less than fifteen (15) minutes of overtime is worked and thereafter overtime shall be calculated and paid to the nearest full fifteen (15) minutes of overtime worked; and

- when an employee is late reporting for work, he will be paid commencing with the first minute of the unit of fifteen (15) minutes following the unit of fifteen (15) minutes in which he reports.

12.09 The employees shall normally receive a thirty (30) minute unpaid lunch period and shall receive two (2) fifteen minute paid rest periods per shift to be scheduled by an employee's supervisor.

12.10 (a) Where an employee works overtime before the start of his regularly scheduled shift, he will be granted a paid fifteen (15) minute rest period as close to the end of the second overtime hour as is practicable.

(b) Where an employee works overtime immediately after the end of his scheduled shift and is scheduled to work for more than one (1) hour, he will be allowed to take a fifteen (15) minute paid rest period before he commences his overtime.

12.11 Unless all full-time employees who are scheduled to work decline, an employee who is absent from work on vacation or leave of absence shall not be offered an overtime assignment. For clarity, an employee shall not be considered for overtime during the period commencing with the first regularly scheduled shift that he is on vacation and ending with the first regularly scheduled shift after the end of his vacation.

12.12 Except for the period June 15th to September 15th, students shall not be employed to work full time, that is on the basis of forty-two (42) hours per week.

12.13 Hours compensated on an overtime basis under one (1) pay provision shall not be counted as hours worked in determining overtime under the same or any other pay provision except that a Paid Holiday shall be considered as time worked in computing overtime.

12.14 The Company will pay all employees on a weekly basis by direct deposit system, unless circumstances beyond the control of the Company prevent the Company of doing so. Pay stubs will reflect year to date totals.

Management may make changes to the method and timing of payment of wages upon mutual agreement with the Union.

ARTICLE 13 -JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 Notice of permanent vacancy will be posted on the bulletin board for a period of five (5) working days.

All eligible employees have the right to apply for the position within the posting period.

Selection to the posted position shall be made within three (3) working days after the posting is closed, on the basis of seniority provided that the employee has the ability to do the job.

The Company shall post the name of the successful applicant to a permanent vacancy on the bulletin board for two (2) working days after having made the selection.

The successful applicant will be placed in the job within five (5) working days thereafter.

An employee, who is absent from work for any reason at the time of a permanent vacancy posting, shall be notified by mail regarding the job vacancy and permitted to write in his bid for this vacancy. This provision will not apply to employees who have been off work in excess of twelve (12) months.

Employees shall leave forwarding addresses when going on vacation, and notify the Company of any change of their addresses as per Article 9.06.

The Company will deliver to the Shop Steward and send to the Union a copy of a list of applicants for each posted job, shown in order of seniority, as well as a copy of a notice announcing the successful applicant for the job.

- 13.02 The vacancy caused by filling the initial vacancy and any resulting vacancies under Article 13.01 shall be offered to the employee with the greatest seniority, provided he has the ability to perform the work in question and provided also, in the case of any vacancy for a Driver, he then holds the class of driver's license prescribed by law to operate the class of motor vehicle concerned. If the senior employee declines the position, it will be offered to the next senior employee, and so on down the seniority list.
- 13.03 A successful applicant for a posted job and an employee who fills the vacancy resulting from the successful application will be placed in those jobs for a trial period not exceeding thirty (30) working days. During such period, the Company will extend to the employee reasonable instruction and training in the normal requirements of the job. If an employee is unable to perform the normal requirements of the job during the trial period to the reasonable satisfaction of 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.
- 13.04 If an employee does not qualify during such period and is returned to his former job, or if he is returned to his former job at his own request during such period, the resulting vacancy will be offered in order of seniority to the other employees who bid for the job and who have the ability to do the job.
- 13.05 If there is no successful applicant for a posted job, the Company may then fill the vacancy from outside the bargaining unit.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following Paid Holidays will be granted to all full-time employees with pay after they have completed their probationary period:

- New Year's Day Good Friday
- Victoria Day Canada Day
- Labour Day Thanksgiving Day
- Christmas Day Civic Holiday
- 1/2 Day Before Christmas Boxing Day

14.02 In a year when any Paid Holiday falls on Saturday or Sunday and the Company does not observe such Paid Holiday on an alternate day, the Paid Holiday will be observed as a floater to be taken by the employee on an individual basis on some day which is mutually satisfactory to the employee and management. Any such floater may not be taken in a week on which another Paid Holiday is observed (unless approved by management) and in any event, the employee is entitled to be paid either for the Paid Holiday, or the Floater, but not for both.

14.03 (a) Paid Holiday pay as set out in this Article shall be paid to an employee provided the employee works any time in the twenty (20) days immediately before or twenty (20) days immediately after a Paid Holiday.

(b) Where an employee works any time in the twenty (20) days immediately before a Paid Holiday but is absent from work prior to the day on which the Paid Holiday is observed by reason of illness or accident, and is on receipt of Workers' Compensation, he shall be paid, instead of pay for the Paid Holiday, an amount equal to the difference between such compensation and pay for the Paid Holiday.

14.04 The basis of payment for each of the above Paid Holidays shall be one (1) day's pay or one-half (1/2) day's pay as the case may be.

ARTICLE 15 - HEALTH & WELFARE

15.01 Attached hereto and forming part of this Agreement is Schedule B outlining the Health & Welfare benefits under this Agreement. The Company may change carriers provided that there is no break in coverage and no lesser benefits than herein provided for.

15.02 If an employee is injured after he commenced work and is thereby incapacitated from carrying out his duties, management shall arrange and pay for the cost of transporting the employee to and from the hospital. The Company will pay the employee for any hours he missed from his regularly scheduled shift because of the injury if the employee is unable to complete his total shift.

- 15.03 (a) The Company agrees to provide clean and sanitary facilities with respect to lunchroom and washrooms, and employees agree to keep these facilities in proper conditions. A Joint Health and Safety Committee, as defined in the Occupational Health and Safety Act shall be established. The duty of the Committee shall be to inform the management of any unsafe conditions and plant facilities that are conducive to the safety, health and welfare of the employees.
- (b) The Company and the Union agree to co-operate with each other in order to reduce accidents. It is agreed that all employees shall be responsible to report immediately to their Joint Health and Safety Committee any defective or dangerous procedures that may cause accidents. It shall be the duty of each employee to report promptly all injuries he suffers and all accidents involving the Company's property and vehicles which occur while he is on duty.
- 15.04 (a) If an employee is off work because of illness or accident and is thereby entitled to Weekly Indemnity benefits or to Worker's Compensation and payment for benefits or compensation has not yet commenced, the Company will upon his request pay him an advance of wages pending commencement of such payment up to a maximum of an amount equal to two (2) weeks pay at his regular rate, provided the employee is in immediate need of funds for his personal or family use and the employee signs a waiver to have such monies so deducted.
- (b) Any advance made by the Company shall be repaid promptly by the employee when such payment to him commences. Failing repayment, the Company may, upon the employee's return to work, deduct from his wages the amount of any advance remaining unpaid.
- (c) If an employee fails to make such repayment promptly upon receipt by him of his first Weekly Indemnity or Workers' Compensation cheque, he shall not be entitled to an advance of wages in the future.

ARTICLE 16 - DRIVERS

- 16.01 Whenever an employee in a driver classification is required by legislation or government regulation to undergo a periodic physical examination in order to remain qualified for his Class "A" or "D" driver's license and the employee arranges to take the examination during his regularly scheduled shift, he will be paid four (4) hours at his regular, straight-time hourly rate on the day he takes the examination.
- 16.02 No driver shall permit anyone other than employees of the Company who are on duty to ride on his truck except transport drivers on the highway who are broken down or by written authorization of the Company.

- 16.03 (a) No employee shall be compelled to operate any equipment that is not in a safe condition.
- (b) If a vehicle is unsafe, the driver shall make a written report in duplicate to the Plant Manager or his nominee of the unsafe condition. One (1) copy shall be initialled by the Plant Manager or his nominee and shall be retained by the driver, who shall place a tag on the vehicle drawing attention to the unsafe condition.
- 16.04 All trucks shall be equipped with adequate heaters, windshield wipers, rear view mirrors and directional signals.
- 16.05 The Company shall pay all reasonable costs for meals and hotel accommodations for Drivers on out of town trips.
- 16.06 The Company shall supply a uniform to an employee who has acquired seniority under Article 9 provided the employee is required to deliver merchandise to customers or premises of the Company. The uniform consists of:
- one (1) windbreaker with crest and name tag
 - one (1) winter jacket with crest and name tag
 - four (4) pairs of pants
 - six (6) shirts with crest and name tag
 - one (1) cap with crest
 - three (3) T-shirts

The Company shall supply uniforms only to employees who have completed at least three (3) months of continuous service. The Company is not required to provide more that one (1) uniform each year to any employee.

Following completion of three (3) months of continuous service, a uniform will be ordered for each new driver. In future years of entitlement, an employee's uniform will be measured and ordered in October.

- 16.07 Employees shall not be charged for loss or damage to cargo or equipment unless proof of negligence is shown to the mutual satisfaction of the Company and the Union.
- 16.08 Whenever an employee who has acquired seniority and who is classified and employed as a Driver loses his license or is no longer acceptable to the Company's insurer, the following shall apply;
- (a) he will be suspended without pay and without any of the other benefits under this Agreement, provided that if there is a vacancy in any position which does not require the employee to have the required license in good standing, he will be placed in such vacancy if he so elects, provided he has the ability to do the work in question.
- (b) if there is no such vacancy or if the employee does not elect to fill it, his suspension will continue as provided in this Article below;

- (c) the employee shall remain eligible for a period of **eighteen (18) months** from the date of his suspension to bid for job postings and notice of any posted vacancies will be sent to him by registered mail at his last address of which the Company has record;
- (d) if the employee is not placed in a job within the **eighteen (18)** month period mentioned in this Article, his employment will be terminated automatically at the end of such **eighteen (18)** month period and no grievance may be brought for such termination.

- 16.09 (a) If an employee who is classified as a Driver is determined to be medically unfit to continue driving, he may displace the employee with the least seniority in the bargaining unit whose job he has the ability to do, provided such job does not require a Class **A** driver's license. Upon such displacement, the senior employee shall be classified into the job of the employee he displaced and the Union and the Company will meet to discuss which employee will be laid off.
- (b) If the employee's license is restored as per Article 16.09 (a) within one (1) year, he will be returned to his former classification and duties and shall displace the driver with the least seniority, in the event his return results in a surplus of drivers.

16.10 It shall be the responsibility of each driver who is in charge of a motor vehicle of the Company to inform management verbally of any accident involving that vehicle of which he is aware, and also to complete promptly and hand to management the standard accident report form supplied by the Company.

ARTICLE 17 - GENERAL

- 17.01 A bulletin board will be provided by the Company for the use of the Union for calling meetings, etc. All notices and postings shall be consistent with the terms of this Agreement.
- 17.02 The Company agrees to provide first-aid supplies as required by the Workers' Compensation Act in areas readily accessible to the employees.
- 17.03 If employees are required to be covered by a fidelity bond, the cost of such bond shall be borne by the Company.
- 17.04 Except for jobs for which the employee is required to have a valid license or certificate or be rated as a skilled tradesman, the Company will give the first choice of job training to the senior employee provided:
- (a) management has identified a training requirement; and
 - (b) the senior employee wishes to be trained, has not previously undergone such training and is willing to work in the job for which he will be trained.

- 17.05 If the wearing of safety hats is required by the M.O.L. the Company will provide C.S.A. approved safety hats to all employees free of charge. Such hats are to be worn by each employee while on duty, except that truck drivers will not be required to wear them while driving. An employee is responsible for his safety hat in the same way that he is responsible for other property of the Company which is supplied for use by employees in the performance of their work.
- 17.06 The Company will pay 100% of the cost of safety boots for the following positions: Maintenance Mechanic, Truck Drivers, Head Shipper and the **Fork Lift Operator**.
- All other employees will receive a boot allowance based on five dollars (\$5.00) per month for each month that the employee worked at least one (1) day. Such allowance will be added to their regular pay cheque.***
- 17.07 If an employee's own safety shoes or boots are damaged beyond repair due to some work related condition or incident, the Company will replace them, but not more than once in a calendar year.
- 17.08 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine.

ARTICLE 18 - JURY DUTY

- 18.01 If an employee is required to perform jury duty or is required by subpoena, to appear in court as a witness the Company shall pay him the difference between the jury duty pay or witness fees received and the wages he would otherwise have earned at his regular, straight-time hourly rate. In this Article "court" means a Court of Record and for greater certainty, does not include an arbitrator, an arbitration board, the Ontario Labour Relations Board or any other administrative tribunal.

ARTICLE 19 - NO DISCRIMINATION

- 19.01 The Company and the Union agree that there will be no discrimination against any employee contrary to the Human Rights Code, 1981, provided that the retirement of an employee within the provisions of any pension plan, if applicable, shall not amount to discrimination.

ARTICLE 20 - TERM OF AGREEMENT

- 20.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from the 28th day of January **1997** until the 27th day of January **2002** and shall continue automatically thereafter for one (1) year periods unless one party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.
- 20.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 20.03 If, pursuant to the negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the Parties or unless conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.
- 20.04 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Dated at Alexandria, Ontario this 7th day of February, 1997.

FOR THE COMPANY:



Alfie Olson

FOR THE UNION:



Andre R. Papineau



Mario Dumont



Randy Cousineau

SCHEDULE "A"
CLASSIFICATIONS & RATES OF PAY

A.1 Following are the Classifications, rates of Pay and increases for the employees herein provided for:

	01/28/1997	01/28/1998	01/28/1999	01/28/2000	01/28/2001
	(\$0.25)	(\$0.25)	(\$0.25)	(\$0.30)	(\$0.40)
Truck Driver	\$16.05	\$16.30	\$16.55	\$16.85	\$17.25
Sr. Carpenter	\$14.85	\$15.10	\$15.35	\$15.65	\$16.05
Shipper	\$14.55	\$14.80	\$15.05	\$15.35	\$15.75
Carpenter	\$13.85	\$14.10	\$14.35	\$14.65	\$15.05
Main/Mech.	\$13.55	\$13.80	\$14.05	\$14.35	\$14.75
Glass Cutter	\$13.55	\$13.80	\$14.05	\$14.35	\$14.75
Saw Operator	\$12.05	\$12.30	\$12.55	\$12.85	\$13.25
Lift Truck	\$11.80	\$12.05	\$12.30	\$12.60	\$13.00
Asst/Shipper	\$11.55	\$11.80	\$12.05	\$12.35	\$12.75
Assembler	\$11.35	\$11.60	\$11.85	\$12.15	\$12.55
General Help	\$10.30	\$10.55	\$10.80	\$11.10	\$11.50

A.2 Employees hired after the ratification of this Agreement shall be placed at the lowest wage rate within the classification for which they were hired and shall be paid sixty (60) cents per hour less than the hourly base rate for their classification for the first three (3) months of employment and twenty-five (25) cents per hour less than the hourly base rate for their second three (3) months of employment. Thereafter they will be paid according to the particular progression rates for the classification in which they work.

A.3 *The Company agrees to discuss with the Union the development of training programs and rotation of job duties for employees.*