

# Collective Agreement

Between

NHB Industries Ltd

and

National Automobile, Aerospace,  
Transportation and General Workers' Union  
of Canada  
Local 1987

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## **Article 1 - Recognition**

- 1.01** This agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board, that is, all employees of NHB Industries Limited in the City of Peterborough, save and except supervisors, persons above the rank of supervisor, office and sales staff.

## **Article 2 - Reservation of Management Rights**

- 2.01** The Union recognizes and acknowledges that the management of the plants and their facilities and direction of work forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, retire, assign, classify, direct, transfer, promote, layoff and demote, schedule employee vacations. Discharge, suspend, or otherwise discipline employees for just cause;
  - (c) Generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the location of operations and their expansion, their curtailment

or cessation, the number of shifts, starting and quitting times, the methods of processes to be employed, quality and quantity standards, the establishment of job classifications; determine the reasonable qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods and change standards, machinery and equipment, add, change or discontinue existing tools, equipment, machinery or processes; decide on the number of employees needed by the Employer at any time and when overtime shall be worked; to determine the products to be manufactured, schedules of production and formulation of its products.

**2.02** The Union recognizes the sole right of the Company to make and alter from time to time reasonable rules and regulations to be observed by the employees.

**2.03** The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement and the expressed provisions of this agreement constitute the only limitations upon the Company's rights.

### **Article 3 – Definition**

**3.01** The term “employee” in this agreement, refers only to those employees who are represented by the Union unless otherwise specified.

- 3.02** In this Agreement, unless otherwise indicated by the context, the plural shall include the singular and the masculine gender shall include the feminine.

## **Article 4 – No Discrimination/Harrassment**

- 4.01** The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, sexual orientation nor by reason of union membership or activity.
- 4.02** The Company and the CAW are committed to providing a harassment-free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome” that denies individual dignity and respect on the basis of the following grounds: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- \* Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry.
- \* Practical jokes, pushing, shoving, etc., which causes awkwardness or embarrassment.
- \* Posting or circulation of offensive photos or visual materials.
- \* Refusal to work or converse with an employee because of their racial background or gender.
- \* Unwanted physical conduct such as touching, patting, pinching, etc.
- \* Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

## Filing a Complaint:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details. However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your supervisor and/or committee person.

A joint investigation will then be conducted.

## Article 5 – Union Security

- 5.01 All current employees who have not done so and all new employees will be required to complete and sign an application for membership and authorization for check-off of dues and initiation fees on Form A230-86 supplied to the Company. A copy of the form will be forwarded to the Local Union Financial Secretary. The Company shall deduct from the wages of each employee on the payroll,



on the payroll, the amount equal to the regular union dues as defined in writing to the Company and remit all such dues and initiation fee to the Local Union Financial Secretary within ten (10) working days of the month following the month in which such deductions were made. Such remittance will include a list of employees showing the amount deducted for each employee.

**5.02** The Union shall indemnify the Company and save harmless from claims, suits, judgments, attachments and from any other form of liability as a result of the Company making any deduction in accordance with this Article 5 and the Union will refund directly to all employees from whom any incorrect deduction was made.

**5.03** Notwithstanding anything contained in this Article, the Company shall not be required to discharge or otherwise discriminate against any employee whose membership in the Union has been terminated on any ground other than the refusal of such employee to tender the monthly dues uniformly required as a means of maintaining membership in the Union.

## **Article 6 – Employee Information**

1. Employee(s) who are in the bargaining unit regardless of whether or not they paid dues in the month.
2. Employee's number and their hourly rate and classification
3. Employees transferred into or out of the Bargaining Unit.
4. Employees status (i.e. at work, on vacation, weekly sick benefits, LTD, WCB, retired in the month, any other leave of absence) and the date of occurrence.
5. Lay-offs and recalls.
6. Employees who have lost seniority.
7. The Company will supply names, addresses and postal codes of all retired and active employees. It is the employee's responsibility to keep the Company informed of his/her proper address and phone number.
8. Information will be provided to the Union on the following basis: Items 1 and 2 on a monthly basis; items 3 and 5 within five (5) days of occurrence; items 4 and 6, bi-weekly; item 7 quarterly.

## **Article 7 – Seniority**

- 7.01** An employee shall be considered on probation and shall not be subject to the seniority provisions of this agreement, nor shall his name be placed on the seniority list until he has completed sixty (60) days or four hundred eighty (480) hours of work with the Company. Upon successful completion of such probationary period,

the employee shall be credited with sixty (60) days of seniority.

- 7.02** During the probationary period any employee shall be considered as being employed on a trial basis and may be discharged where in the judgement of the Company the employee is unsuitable. The discharge of a probationary employee will be based on a lesser standard than that for a seniority employee, at the discretion of the Company and can only be modified where the Company has acted discriminatory, arbitrarily or in bad faith.
- 7.03** Seniority lists shall be established on a plant wide basis.
- 7.04** In the event more than one employee is hired on the same date, the Company will alphabetically assign each employee to the seniority list.
- 7.05** Copies of the seniority list will be provided to the Union Chairperson and posted on the bulletin boards by the 5<sup>th</sup> calendar day of each month.

## **Article 8 – Loss of Seniority**

- 8.01** An employee shall lose his seniority standing and his name shall be removed from all seniority lists and he shall be deemed to have been terminated:
- (a) If an employee quits;

(b) If the employee is discharged and such decision is not reversed through the grievance procedure or arbitration procedure;

(c) If the employee is absent for three consecutive working days or more without notifying the Company, unless he can establish he was unable to notify the Company;

(d) If the employee utilizes any leave of absence for purpose other than for which the leave was granted or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Company.

(e) If the employee fails to return from work from lay off for five (5) working days after notification to do so; by phone, courier, or registered mail unless they provide the company with a reasonable date of return.

(9) If the employee is laid off for a period of twenty four (24) consecutive months.

## **Article 9 – Layoffs and Recalls**

**9.01** The Company will provide five (5) working days of notice for layoffs exceeding three (3) working days. No manpower temporary employees will be used in the plant starting the day prior to such notice. Any deviation

from the above and the Chairperson will be notified. For layoffs of three (3) working days or less the Company will provide as much notice as practicable. The above will apply except in cases beyond the control of the Company.

9.02 Probationary employees will be the first laid off providing the remaining employees have the minimal qualifications, skill and ability to perform the available work within one week.

9.03(a) If further layoffs are necessary it will be by plant wide seniority providing the remaining employees have the minimal qualifications, skill and ability to perform the available work, within one work week. The Company will place affected employees in positions for which they qualify, as close as possible to their current wage rate.

If the new rate is lower than their current rate, their current rate will be protected for a period not to exceed three (3) months.

9.03(b) Subject to the language in Article 9.03(a) when there are surplus employee(s) the company will select the most junior employee affected plant wide. The employee(s) declared surplus has the right to bump the most junior employee in the same classification or a lower classification permitting. The process will continue until all surplus employee(s) are placed and/or laid off.

Any vacancies created by a lay off will be offered on a

Any vacancies created by a lay off will be offered on a seniority basis to displaced employees

- 9.04(a) All cases of external recall will be by plant wide seniority providing the employee(s) have the minimal qualifications, skill, ability to perform the available work, within one week.

In the event an employee on external recall has been laid off for less than 3 months they will be eligible to return to their original job classification, grade and wage should it exist

- 9.04(b) When an employee has been laid off from their job for less than six(6) months and has been actively working inside the plant he/she shall be recalled to his/her former department, classification and wage by seniority. There shall be no job postings for jobs where there is an internal recall candidate.

- 9.05 Prior to using any temporary persons the Company shall offer recall to all laid off employee(s) pursuant to Article 9.04.

- 9.06 External employees who are being recalled by telephone will have a Union Representative present when such calls are placed.

## Article 10— Job Posting

10.01(a) If a bargaining unit job vacancy exists or a new job is created, such an opening will be posted as a primary posting in all plants for three working days on plant bulletin boards. The name of successful applicants will be posted within five (5) days. Seniority employees may make application in writing for such job vacancy.

10.01(b) If a second vacancy results from the filling of the primary vacancy, it shall be posted according to Article 10.01(a)

If a vacancy results from a secondary posting this vacancy will be filled by the company.

10.01(c) Employees selected for a job posting will be placed on the awarded job within ten (10) working days from the date they were awarded the job.

10.02(a) In all cases of application for job posting in job group for G4 and higher, the employee who has the skill, ability, and qualifications to fill the vacancy shall be selected. When two or more employees are relatively equal in the above factors, then seniority will be the determining factor.

10.02(b) In all cases of application for job posting in job groups G1 and G2, the Company will select the most senior applicant provided he/she has the minimal skill, ability and qualifications to perform the normal required work.

10.02(c)

10.02(c) In all cases of application for job posting in job group **G3**, the Company will select the most senior applicant in the department, provided he/she has the minimal skill, ability and qualifications to perform the normal required work.

10.03 Employees selected for **G3** positions and higher shall be ineligible to apply for any job posting for a period of nine (9) months from the date they were awarded the job. Employees selected for **G1** and **G2** positions shall be ineligible to apply for any job posting for a period of six (6) months from the date they were awarded the job.

10.04 The parties agree that there shall be a ten (10) working day trial period for employees who post into a higher position. The parties may mutually agree to extend the trial period.

During this trial period, if the company determines that the employee does not meet the qualifications of the job then the company can remove the employee from the position and place them in an available job without having to post the available job

In the event the candidate does not demonstrate the ability to perform a **G3** job during this trial period, he/she will be ineligible to post for six (6) months. The employee from the original posting, who has the skill, ability and qualifications to fill the vacancy shall then be selected by the company.



If an employee elects to give up the job within five (5) working days of the primary or secondary posting, he/she will revert back to his/her job and shift and be ineligible to post for six (6) months.

- 10.05** Experience gained as a result of temporary transfer to a permanent position will not be considered as qualification when such permanent position is posted.

## **Article 11 – Grievance Procedure**

Any dispute concerning the interpretation, application, administration or an alleged contravention of this agreement shall be handled in the following manner;

- Step 1:** It is understood that an employee has no grievance until he has first given his Supervisor, an opportunity to address the complaint. If an employee has a complaint, he shall discuss it with his Supervisor, with the assistance of his Union Representative, within three (3) working days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee; failing settlement within one (1) working day thereafter it shall then be taken up as a grievance within three (3) days following being advised of the Supervisor's written decision; in the following manner:
- Step 2:** The Union Representative, with the employee, shall present the grievance to the Supervisor. The grievance

shall be in writing on the grievance form approved by the Company and the Union and shall include the remedy sought and shall be sufficiently specific to identify the alleged violation of the Agreement; the Supervisor shall deliver his decision in writing within three (3) working days following presentation of the grievance to him; failing settlement;

**Step 3** Within three (3) working days after the written decision in **Sept No. 2** is given, the Union Representative, may submit the grievance to the Manufacturing Manager or his/her designate. A meeting shall be held within three (3) working days to discuss the grievance. Within three (3) working days of the meeting, the Manufacturing Manager shall deliver his/her decision in writing; failing settlement.

**Step 4:** Within three (3) working days after the written decision in **Sept No. 3** is given, the Union Representative, may submit the grievance to the Human Resources Manager. A meeting will then be held within three (3) working days between the Human Resources Manager and the Grievance Committee comprised of the National Representative, President of the Local and Plant Committee. The decision of the Human Resources Manager shall be delivered within three (3) working days following the meeting.

**11.01 All written decisions or settlements arrived at between**

the Company and the Union in respect of grievance(s) shall be final and binding between the parties.

- 11.02** Failing settlement under the foregoing procedure or any grievance between the parties arising from the interpretations, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within then (10) working days after the written decision under Step No. 4 is given, the grievance shall be deemed to have been abandoned by the Union.
- 11.03** Where no answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 11.04** It is agreed that a policy grievance arising directly between the Company and the Union shall be originated under Step No. 4 and the time limits set out with respect to that step shall apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby by-passed.
- 11.05** Where a number of employees have the same grievance and each employee would be entitled to grieve separately,

they shall present a group grievance in writing signed by each employee at Step No. 2 of the grievance procedure within three (3) working days after the circumstances giving rise to the grievance have occurred or have or ought to have reasonably come to the attention of the employees. The grievance shall then be treated as having been initiated at Step No. 2 of the grievance procedure and the applicable provision of this agreement shall apply.

- 11.06 Suspension or discharge grievances will be initiated at Step. No. 4 of the grievance procedure all applicable time limits shall apply.
- 11.07 The term working days when used in Agreement for the grievance procedure shall exclude Saturdays, Sundays, holidays and vacations as defined herein.

## **Article 12 – Arbitration Procedure**

- 12.01 Failing a satisfactory settlement in Step 4 of the grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) days after the reply at Step 4.
- 12.02
- |                |              |
|----------------|--------------|
| G. Charney     | Louisa Davie |
| Gail Brent     | Ian Hunter   |
| William Kaplan | Howard Brown |

Arbitrators will be selected in the order they appear on the list above, starting with the top of the list and

moving to the bottom in the order that written notices to arbitrate are received. In the event that the arbitrator is no longer available to arbitrate, that particular case will be referred to the next arbitrator on the list. Should the schedule of the arbitrator listed and the written notice to arbitrate be such that he/she is not available for a significant period of time, the parties may mutually agree in writing to move to the next arbitrator on the list.

- 12.03** The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement nor to alter, modify or amend any part of this agreement, nor to adjudicate any matter not specifically assigned to him or her by the written grievances as required above.
- 12.04** The parties will equally bear the fees and expenses of the arbitrator.
- 2.05** The time limits fixed in both the grievance and arbitration procedure may only be extended by mutual consent of the parties to this agreement in writing.
- 2.06** In addition to the regular arbitration procedure provided for herein the parties may, by mutual agreement, refer a grievance(s) to a mediation process. This process does not prejudice either party with regard to their right to arbitration. The parties will equally share the cost of the mediator.

- 12.07** For arbitration purposes only, failure to grieve previous discipline, or to pursue a grievance to arbitration, shall not be considered an admission that such discipline was justified.

## **Article 13 – Leave of Absence**

- 13.01** The Company may grant leave of absence, without pay, to employees selected or appointed by the Union to attend Union conventions, seminars and monthly Union meetings upon written request of the Union at least one (1) week in advance, providing the company can spare the person involved. The total cumulative leave of absence granted here under shall not exceed then (10) days during such contract year nor shall more than three (3) employees absent themselves from the Company at the same time.
- 13.02** The Chairperson of the plant committee will be granted eight (8) hours a day forty (40) hours per week to attend to plant union business. Such time shall be paid by the company.
- 13.03** Upon written application and a minimum of one (1) week's notice, except in cases of emergency, leaves of absence may be granted to employees without loss of seniority. Leave of absence must be signed by the Company. Such leave will be granted provided it does not interfere with plant operations. Copies of such

approvals or denials shall be provided by the Company to the Union.

- 13.04 An employee elected or appointed to a full-time position in the local Union will receive all benefits paid for, in accordance with Article 24, by the Company. His/her seniority will continue to accrue and be covered under the terms of the collective agreement, not to exceed more than one (1) employee for the term of the contract.
- 13.05 An employee with seniority elected to a full time Federal, Provincial or local public office, must make written application for a leave of absence for the period of his/her first term of active service in such office.

## **Article 14 – Pregnancy and Parental Leave**

- 14.01(a) Pregnancy and parental leave will be granted in accordance with the provision of the Employment Standard Act R.S.O. 1980c. 137 and amendments thereto.
- 14.01(b) Any female employee who has completed the probationary period will be in the case of pregnancy certified by a qualified physician and will be granted a leave of absence subject to the conditions in the Act.

## **Article 15 A Jury Duty**

### **15.01**

## **Article 15 – Jury Duty**

- 15.01** An employee called for jury duty or as a witness in a criminal proceeding shall receive for each day absent from regularly scheduled working hours, the difference between average hourly earnings lost and the amount of jury or witness fee received, providing the employee furnishes the Company with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received.

## **Article 16 – Bereavement Leave**

- 16.01** In the event of the death of the spouse, common law spouse, child, mother or father, sister or brother, father-in-law or mother-in-law, sister-in law or brother-in-law, step-parent, or a step-parent of a current spouse, stepchild, stepsister, or stepbrother, grandparents of a current spouse, grandparents and grandchildren of any employee who has completed his probationary period covered by this Agreement, such employee shall be granted an excused absence of three (3) consecutive working days at his/her base rate of pay, inclusive of all premiums and shift differentials for the purpose of attending the funeral and conducting other associated activities. Employees will be required to provide proof.



## **Article 17 – Bulletin Boards**

- 17.01 The committee will have the use of 2 glassed in locked bulletin boards at the Crawford Drive plant and 1 each at any other operations covered by this collective agreement
- 17.02 All Union notices shall be approved by the Company prior to posting.

## **Article 18 – Payday**

- 18.01 Payday shall be on a weekly basis. Pay cheques will be available for afternoon shift employees on Thursday after 3:30 p.m. and for day shift employees on Friday. Employees may select to have their pay direct deposited by making written application to the payroll department

All new hires from the date of their contract forward will be required to have their pay direct deposited to their account.

- 18.02 Pay errors of less than four (4) regular hours will be corrected on the following week's pay.

Pay errors of greater than or equal to four (4) regular hours will be corrected on a separate cheque on Friday or after that on the day notified.

## **Article 19 – Copy of Agreement**

- 19.01 All employees will be provided a copy of the Collective Agreement
- 19.02 The Collective Agreement will be printed and the parties will share the cost equally for such printing.

## **Article 20 – Strikes and Lockouts**

- 20.01 In view of the orderly procedure established by the agreement for settlement of disputes and the handling of grievances, the union agrees that during the life time of this agreement there will be no strike, slow down, or stoppage of or interference with work or production either complete or partial and the employer agrees that there will be no lockout of employees.

## **Article 21 – Classifications and Wages**

- 21.01 job groups, rates and rates of progression within job groups are set out in Schedule "A" which will form part of his Agreement. Upon hiring employees will be classified in the position for which they were hired and paid the start rate of the job. Exceptions may be made for G5 classifications and above, with notification going to the Union Chairperson.
- 21.02 The Company shall discuss any job re-evaluation either upward or downward with the Union and notify the

Chairperson of any such changes in writing prior to implementation of the changes.

## **Article 22 – Hours of Work**

**22.01** The normal work week shall consist of forty (40) hours per week and eight hours per day and the work week shall be Sunday to Saturday inclusive.

This article is intended to define the normal hours per week and shall not be construed as a guarantee of days of work per week, or hours of work per day or week.

The Company will schedule ~~two~~ **(2)** rest periods of fifteen **(15)** minutes, one in each half shift. When a lunch period is required, it shall be a thirty (30) minute unpaid period.

Employees required to work ~~two~~ **(2)** hours or more after the end of their regular shift will be provided a ten **(10)** minute rest period.

The present normal start time of the shifts shall be:

Day Shift

~~6:45~~ a.m. – ~~3:15~~ p.m.

7:00 a.m. – 3:30 p.m.

7:15 a.m.– ~~3:45~~ p.m.

Afternoon shift

3:15 p.m. – 11:45 p.m.

3:30 p.m. – 12:00 midnight

3:45 p.m. – 12:15 a.m.

Midnight shift

Sunday through Thursday

1030 p.m. to 7:00 a.m.

Should the company require that these hours of work be changed, it shall give fourteen calendar days notice to the affected employee(s) unless the reason for the change is beyond the control of the company. The Company shall discuss these changes with the Union and notify the chairperson of any such changes in writing prior to implementation of the change.

- 22.02 Overtime at a rate of one and one-half times the regular hourly rate shall be paid for all authorized time worked in excess of eight (8) hours per day in the case of a regular scheduled eight (8) hour shift. Saturday shall be paid at 1-1/2 time and Sunday and Statutory Holiday(s) at double (2) time except where it is part of a regular scheduled work week as established in Article 22.01. If a sixth day is worked in a shift it is paid at 1-1/2 times rate. If a seventh day is worked in a shift it is paid at ~~two~~ (2) times the rate.

- 22.03(a) The Company shall distribute overtime opportunities

among those employees normally performing the work in the department in question. Failure to properly distribute overtime opportunities shall result in the aggrieved employee being offered the next available overtime opportunity.

Effective November 9, 2004 failure to properly distribute overtime opportunities will result in the employee being paid.

When there is overtime on Friday night that is an extension of the Afternoon shift we will ask the current afternoon shift.

When there is overtime on a Saturday then the current Day shift will be asked first

When there is overtime on Sunday that is an extension of the midnight shift we will ask the midnight shift first.

When there is overtime on a Sunday other than above we will combine the seniority list of all 3 shifts and ask by seniority.

When the company has exhausted the departmental sign up lists the company will schedule by plant wide seniority on a signed overtime list posted by the company and the union. This overtime list for the following week will be posted on Wednesday noon and removed Friday noon.

**22.03(b)** It is recognized that it may be necessary to perform overtime work from time to time and the Union and employees will co-operate in performing overtime work. The Company will consider legitimate personal reasons from an employee regarding his inability to perform the overtime work requested except in cases of emergency or where production requirements necessitate the performance of the work. The Company will not force any employee to perform overtime work until all employees who can perform the work in question who are at work that day have been canvassed as to performing the work on a volunteer basis. For scheduled weekend overtime, notice of twenty-four (24) hours will be provided, except in cases of emergency.

**22.03 (c)** When canvassing for voluntary overtime the company shall select employees from a voluntary sign-up sheet by departmental seniority, by job classification. Selection will be done on a rotational basis. A copy of the overtime sign-up sheets will be provided to the plant Chairperson.

**22.04** Shift Premium for afternoon shift **\$0.60** per hour; and for midnight shift **\$0.70** per hour.

**22.05** An employee who has left the Company premises and who is called into work outside his regular scheduled hours shall be paid at the rate of time and one-half his regular rate for all work performed with a minimum of four (4) hours pay at his regular rate.

- 22.06** Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report, will receive a minimum of four (4) hours pay at the applicable hourly rate.
- 22.07** Employees who are injured at work and are unable to continue at their job shall be paid for the balance of their shift.
- 22.08** There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

**Article 23 – Paid Holidays**

- 23.01** Subject to the provisions hereunder, the Company agrees to grant the following Paid Holidays to all employees who have completed their probationary period:

New Years Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
2 Float Days		

The float days will be requested by the individual and scheduled using the guidelines established in Article 28.

It is further understood:

- 23.02** When one of the above listed holidays falls on other then

- 23.02** When one of the above listed holidays falls on other than a regularly scheduled work day the parties will meet to determine the actual day to be taken.
- 23.03** To be eligible for Paid Holiday pay, an employee must work his regular scheduled shift immediately preceding and his regular shift on the day immediately following the day on which the Paid Holiday is observed. Lateness of up to one (1) hour the shift immediately preceding or following will not disqualify an employee from receiving Paid Holiday pay.

## **Article 24 – Group Insurance**

- 24.01** The Company will pay 80% of the premium for the following insured benefits for those employees who have completed their probationary period and who elect to participate in the plan.

Life Insurance– Mandatory Benefit, 100% company paid premium

Employee – one and one-half (1 1/2) times annual earnings.

Dependants– \$5,000.00

Accidental Death & Dismemberment

One times annual earnings.

Basic Dental Plan – Deductible of \$25-Family, \$12-Single



## Major Medical

Basic expense insured including prescription drugs.

**\$2 Drug Card** will remain in effect for the duration of this collective agreement

## Weekly Indemnity Plan (100% Company Paid)

### 26 Week Maximum

The employee will be reimbursed for the cost of completion of supplemental forms required by the carrier. Vacation entitlement and seniority will continue to accrue during this time.

With regards to properly submitted and accepted WI claims that are delayed in excess of twenty one days (21), and on request of the employee, the company will estimate the amount of the claim and advance payment from the employee's wage will be made.

## Group RRSP

1st Year Additional \$.05 per hour (Total \$.20 per hour paid)

3rd Year Additional \$.05 per hour (Total \$.25 per hour paid)

## Vision Care

2nd Year, \$200 every ~~two~~ years for employee, spouse and dependants.

**All** benefits will be made available to same sex partners **of** employees who are continuously living with the employee in a role like that **of** a marriage.

## **Article 25 – Union Representation**

**25.01** The company will recognize **2** representatives for each shift at Crawford Drive and **1** per shift at any other operations covered by this collective agreement and **1** Plant Chairperson from employees who have completed their probationary period.

**25.02 (a)** The company will recognize **1** alternate Union Representative for each shift and an alternate Chairperson who will be allowed time to deal with issues as described in **25.04**.

The company recognizes the right **of** the Union to appoint or otherwise select a Grievance Committee of three (**3**) employees who have completed their probation period. The Grievance Committee shall also be the Bargaining Committee.

**25.03** The Union shall keep the Company notified in writing of the names of the Chairperson, Bargaining Committee and representatives.

**25.04** It is agreed that the Committee Persons shall continue to perform their regular work. However, in accordance with this understanding, should a Committee Person

be required to assist an employee in the administration of the collective agreement during working hours, the Committee Person shall not leave his work without first obtaining the permission of his supervisor. Such permission shall not be unreasonably withheld. Prior to returning to his work the Committee Person will report to his supervisor. In accordance with this understanding, the Company shall compensate such employee for time spent in dealing with employee(s) concerns at their regular rate of pay. Compensation shall not be allowed for time spent outside of the employee(s) regular working hours.

- 25.05** The Company agrees to retain the Plant Chairperson and the Bargaining Committee during any lay-offs or cut-backs in employment provided that they have the minimal qualifications, skill, and the ability to perform the available work.
- 25.06** Any written notice from the Union to the Company shall be served on the Company **by** handing, faxing or courier to the Manager, Human Resources.
- 25.07** Any written notice from the Company to the Union shall be served to the Union by handing, faxing or courier to the Local Chairperson.
- 25.08** The Chairperson shall start his shift at 8:00 a.m.

- 25.09** The Chairperson position will be classified as a G6 position in the bargaining unit. In the event the employee's classification is higher than this upon entering the Chairperson position, their previous wage and progression will continue.
- 25.10 The company will pay all union leaves of absences and the union will reimburse the company.

## **Article 26 – Health and Safety**

- 26.01** The Company recognizes its obligations to provide a safe and healthy working environment for the employees. The Company and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- 26.02** Recognizing its responsibilities under applicable legislation the Company agrees to continue in effect during the term of the Collective Agreement a safety committee comprised of at least four (4) employees, two (2) of whom shall exercise managerial functions and two (2) of whom shall be representatives selected or appointed by the Union from amongst bargaining unit employees who have completed their probationary period for each workplace with fifty or more employees. The parties agree to maintain two (2) worker health and safety representatives per shift excluding midnights at the Crawford Drive plant and one (1) per shift at any other operations covered by this collective agreement.

**26.03** Such committee shall identify potential dangers and hazards and recommend actions to be taken to improve conditions relating to safety and health. This shall include non-conformance of employees to the applicable safety rules and regulations.

**26.04** Representatives appointed or selected by the Union to attend safety meetings, including the employees' participation in the physical inspection, shall, during regularly scheduled hours of work, be paid their regular earnings as a result of such attendance.

**26.05** The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.

**26.06** CSA APPROVED SAFETY FOOTWEAR  
\$100.00 per contract year upon proof of purchase.

This benefit can be used up to ~~two~~ **(2)** times per contract year for the following positions:

Glue Sprayers – PVC

Paint Sprayers – Crawford

Cattinair Operators – Finishing

Builders – Frame Line

**CSA APPROVED PRESCRIPTION EYEWEAR**

For employees who require prescription eyewear the Company will provide, at no cost to the employee,

one (1) pair of safety prescription eyewear every two (2) calendar years. The company will provide a limited selection that the employee will choose from. The company will replace, at no cost to the employee, glasses that have been broken.

## **Article 27 –Transfers**

27.01 Employees who have been or are appointed or selected for a supervisory position, or for any position not subject to this agreement, will not be covered by the provisions of this agreement. However, should such person return to a position covered by this agreement, he/she shall not retain his/her seniority previously acquired while in the bargaining unit.

27.02 (a) The Company reserves the right to temporarily transfer any employee to any position for a period of up to twenty (20) working days.

When temporarily transferring employees from one department to another the following rules will apply.

Temporary transfers of eight (8) hours or less will be made at the discretion of the company.

Temporary transfers of over eight (8) hours will be assigned to the junior employee in the department in the job grade being transferred. If the job grade of the position is higher the senior employee will be asked.

27.02 (b) If the job grade of the transferred position is lower than the employee's current job grade, then the employee will receive their current rate for the applicable time.

27.02 (c) For transfers where the job grade of the transferred position is higher than the employee's current job grade, the employee will receive the next higher wage rate for the position, for the entire time.

27.02 (d) When transferring employees to another position for over five (5) days the union will be notified.

## **Article 28 –Vacations**

28.01 The vacation is from July 1<sup>st</sup> up to and including June 30<sup>th</sup>.

28.02 An employee's vacation entitlement is based on his seniority as of June 30<sup>th</sup>.

28.03 The Company will issue vacation request forms by January 1<sup>st</sup> of each year, and employees must return the completed request forms by March 15<sup>th</sup> of each year. The Company will post a vacation schedule by April 1<sup>st</sup> of each year. Employees shall be granted their vacation on a seniority basis and the Company will schedule as many employees as it deems possible consistent with the workload. Employees failing to submit their request, by the specified date will forfeit their opportunity for vacation seniority rights.

**28.04** Employees are required to take all of the vacation that they are entitled to within the vacation year.

**28.05** Vacation entitlement:

	Entitlement	Pay
Less than 1 year seniority	one day's vacation per full month of seniority to a maximum of two weeks vacation	4% of gross earnings
1-5 year seniority	2 weeks	4% of gross earnings
5- 10 years seniority	3 weeks	6% of gross earnings
10- 15 years seniority	4 weeks	8% of gross earnings
More than 15 years seniority	5 weeks	10% of gross earnings

**28.06** Vacation pay will be paid out so that there is no interruption of pay.

**28.07** The Union and Company recognizes the importance of paid time off for employees and, therefore, agrees that during the life of this agreement no vacation pay will be paid unless vacation time is taken as per **28.06**.

## **Article 29 – Work By Supervisors**

**29.01** It is the intention of the company not to assign bargaining unit work to management employees except in the following situations:



a) "Emergencies" as defined as serious unforeseen circumstances that can materially affect plant operations.

b) The instruction or training of employees

c) Investigating quality standards

d) Product development

This clause, however, does not affect the right of the company to contract out work.

**29.02** Violations of 29.01 will result in the company donating \$25 to the Peterborough Social Club.

## **Article 30 – New Employee Orientation**

**30.01** The Employer agrees to acquaint new employees with the fact that a collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his//her union representative. Whenever the union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union representative will be given an opportunity to interview each new employee within regular working

hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the union.

### **Article 31 – Administration of Discipline**

- 31.01** A union representative will be present during all warnings regarding disciplinary actions.
- 31.02** No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.
- 31.03** All notes to employees file will be copied to the Chairperson at the time.

### **Article 32 – Union Office**

- 32.01** The Company shall provide an office to the Union.

### **Article 33 – Temporary Employees**

- 33.01** The Company and the Union recognize due to the nature of the business the Company has the right to use manpower temporary employees. The company has the right to use temporary employees for a period up to

20 days. Union dues pro-rated for the number of days worked in a month will be paid from day one for all temporary assignments by the Company, pursuant to the current union dues appendix. Time spent in the plant will go towards their probationary period.

## **Article 34 – Duration of Agreement**

**34.01** This agreement shall continue in effect for three (3) years from November 9th, 2003 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the agreement.

**34.02** Negotiations shall begin within thirty (30) days following notification for amendment as provided in the preceding paragraph or at such later time as may be agreed upon by both parties.

## MEMORANDUM OF AGREEMENT

### INCAPACITATED EMPLOYEES

In the event an employee becomes incapacitated and is unable to continue their job, exception will be made in favour of such employee on the following basis:

- (a) If a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such job without the necessity of a job posting.
- (b) A Doctor's certification of disability by the employee's own doctor must be submitted and identifying any restrictions placed on the employee.
- (c) An employee placed on a job because of a disability will have that disability reviewed at least annually.
- (d) The Company will review all the circumstances with the Union before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FORTHE COMPANY**

B. Kidd

Christine Turner

**FORTHE UNION**

Robert Naird

Paul Naird

CEO John

## Appendix

### Sample Letters for Employees UNION SECURITY

Date

Company Contact  
Address

Dear Sir or Madam:

You are herewith advised that in accordance with the provision of the Constitution of National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) the dues structure is as follows:

All dues are payable during the current month to the Financial Secretary of the Local 1987 Union. Minimum union dues shall be a sum equivalent to two hours and 20 minutes straight time pay per month. For those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight time hour in the last payroll period worked before the dues are payable, including the cost-of-living allowance and any other amounts normally considered as part of regular pay, but excluding shift premium, overtime, premium, Saturday, Sunday and holiday premiums.

Beginning with the month of \_\_\_\_\_, 200\_, dues will be deducted according to the above, and forwarded to the Financial Secretary of Local 1987, CAW, along with a list of members from whom the dues are deducted and amounts.

The Local Union would also appreciate for clerical purposes a notation if a member is sick, on Workers' Compensation, or vacation, as well as addresses of new employees and changes of addresses as you receive them.

The Initiation Fee for each new member is \$20.00, and will be deducted in addition to the dues and forwarded in the same manner as above.

Dues are not deducted if a member has worked less than forty (40) hours a month, is sick or on Workers' Compensation.

Yours truly,

Financial Secretary, C A W Local, 1987

## Sample Letter

October 2001

ABC Company Inc.

RE Union Dues – CAW Canada

As a result of a change to the CAW Constitution, effective January 1, 2002, the minimum monthly union dues are equivalent to 2 hours and 20 minutes straight-time pay for all members who work 40 hours or more in a month. For those members who work less than 40 hours in a month the minimum monthly dues will be equivalent to one hour and 10 minutes straight pay.

Straight pay includes cost of living allowance and other amounts normally considered to be part of regular pay. Shift premiums and overtime pay are not used in the calculation of union dues. The minimum monthly union dues are to be increased with all future wage and COLA increases.

A member does not have to pay dues if during a calendar month s/he did not work and did not receive benefits in lieu of work. Benefits in lieu of work include vacation pay, lay-off benefit, holiday pay, jury duty pay, bereavement pay or paid absence allowance. It does not include pension benefits, sickness and accident benefits or Workers' Compensation.

If a member is not paid during a pay period in which union dues are deducted then an adjustment must be made on the next pay period to ensure that the minimum dues are deducted during the month.

Your cooperation in implementing this change is appreciated.

Yours truly,

President, CAW Local, 1987

## APPENDIX

### UNION DUES: WHEN TO DEDUCT AND AMOUNT TO BE DEDUCTED

Union dues are payable from the first full pay received by the employees following the date of hire. Minimum amount of union dues shall be:

- ~~two~~ hours, 20 minutes straight per month
- for those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight time hour in the last payroll period worked before the dues are payable.

Amounts Includes:

- Cost of living allowance
- Any amounts considered regular pay

Amount Does Not Include:

- shift premiums, overtime premiums
- Saturday, Sunday and Holiday premiums

Dues are payable when member receives benefits in lieu of work such as:

- supplemental unemployment benefits
- vacation pay
- holiday pay

- jury duty pay
- bereavement pay

**Dues are not payable when a member receives:**

- sick and accident benefits
- workers compensation benefits

All dues and substantiating documentation should be mailed to:

Financial Secretary, CAW Local 1987  
Peterborough. Ontario



## LETTER OF UNDERSTANDING

### SUBSTANCE ABUSE

Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union will have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment

A Union substance abuse representative and a representative from the Company **will** administer the program.

## Letter of Understanding

### Modified Duty

For the benefit of our employees, and in continued compliance with current safety legislation, NHB Industries has established a Modified work program, and in conjunction with this, a Joint Modified Work Committee has been set up.

The joint work committee will consist of the Union Chairperson and the Company Health and Safety Coordinator. Each position, chosen in discussion with the Joint Modified Work Committee, is designed to be used as an interim step, where needed to help our injured employees to return to their regular duties as quickly as possible.

The Modified Work Program ensures that all tasks performed are:

1. Non-aggravating to the work's injury; and
2. Will not constitute an additional hazard to the employee or to fellow co-workers;
3. Meaningful.

Modified work positions will be chosen on the basis of the nature and adaptability of the employee's restriction status.

Hours of work will be determined as per restrictions provided by WSIB and/or the employee's attending physician.

Modified work is defined as any, job, tasks, function, or combination thereof that a worker who temporarily suffers from a diminished capacity can perform safely without risk of re-injury, aggravation of that disability or risk to others. The work must be meaningful and the result of the work must have value.

The company agrees to consult with the joint modified work committee in **all** circumstances related to each individual modified work placement prior to implementation.

The joint modified work committee members **will** be notified of each individual placement by means of the WSIB placement document form.

Any exceptions to the seniority provisions on the collective agreement must be mutually agreed to in writing by the parties

Any additional medical costs other than those costs covered by OHIP, WSIB, or any contracted group insurance, which are related to this program and are recommended by the Joint Modified Work Committee will be taken under consideration by management for payment on a case to case basis. The company reserves the right to request additional medical information regarding a program participant's medical progress.

## **LETTER OF UNDERSTANDING**

### **JOBSECURITY**

The Company is committed to the operation in Peterborough and has no intention of the closure of the plant during the term of the collective Agreement.

## **LETTER OF UNDERSTANDING**

### **MAINTENANCE TOOL ALLOWANCE**

Maintenance employees in the 'M' classifications will be allowed \$200.00 per contract year to replace worn or broken tools. Application for reimbursement for such tools, will be requested on a form supplied by the Company.

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## **AGREED PROCEDURE**

The Company agrees to provide all employees with a wallet card indicating Team Leader's telephone mailbox numbers and will update every six (6) months if changes are necessary.

## Letter of Understanding

### Scan Cards

Replacement cost for scan cards is fixed at \$5. This will be applied to cards that are ~~lost~~, stolen, or misused.

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## **Letter of Understanding**

### **New Process/ New Equipment**

In the event the company introduces a new processes or new equipment that causes a job reduction, the company will follow the language in Article 9.

In the event the company introduces a new process or equipment that requires greater skills the incumbent employees will be provided with whatever training is required without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required.

In the event the company introduces a new process or equipment that results in a job opening, the company will follow Article 10.



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## Letter of Understanding

### Time Keeping

During negotiations it was agreed by the company that the penalty for scanning in late will be reduced from 15 minutes to 6 minutes.

# **SCHEDULE "A"** **WAGE GRID**

9-Nov-03

JOB GROUP	MONTHS IN JOB GROUP								
	START	3	6	9	12	15	18	21	24
G1	10.78	11.18	11.59						
G2	11.32	11.86	12.40						
G3	11.86	12.13	12.40	12.67	12.94	13.22			
G4 (M1)	12.67	12.94	13.22	13.49	13.76	14.03			
G5 (M2)	13.76		14.30		14.84		15.38		15.92
G6 (M3)	15.92		16.47		17.02		17.58		18.14
G7 (M4)	18.14		18.70		19.27		19.84		20.42
G8 (M5)	20.42		20.99		21.56		22.13		22.70

# **SCHEDULE "A"** **WAGE GRID**

**9-Nov-04**

JOB GROUP	MONTHS IN JOB GROUP									
	START	3	6	9	12	15	18	21	24	
G1	11.16	11.56	11.97							
G2	11.70	12.24	12.78							
G3	12.24	12.51	12.78	13.05	13.32	13.60				
G4 (M1)	13.05	13.32	13.60	13.87	14.14	14.41				
G5 (M2)	14.14		14.68		15.22		15.76		16.30	
G6 (M3)	16.30		16.85		17.40		17.96		18.52	
G7 (M4)	18.52		19.08		19.65		20.22		20.80	
G8 (M5)	20.80		21.37		21.94		22.51		23.08	

**\$ .38 Increase Per Hour Effective November 9, 2004**

# **SCHEDULE "A"** **WAGE GRID**

9-Nov-09

JOB GROUP	MONTHS IN JOB GROUP								
	START	3	6	9	12	15	18	21	24
G1	11.56	11.96	12.37						
G2	12.10	12.64	13.18						
G3	12.64	12.91	13.18	13.45	13.72	14.00			
G4 (M1)	13.45	13.72	14.00	14.27	14.54	14.81			
G5 (M2)	14.54		15.08		15.62		16.16		16.70
G6 (M3)	16.70		17.25		17.80		18.36		18.92
G7 (M4)	18.92		19.48		20.05		20.62		21.20
G8 (M5)	21.20		21.77		22.34		22.91		23.48

\$0.40 Increase Per Hour Effective November 9, 2005